

# 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 9/1/2015, at Kyle City Hall, 100 West Center Street, Kyle, Texas for the purpose of discussing the following agenda.

Posted this 28th day of August, 2015, prior to 7:00 p.m.

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### I. Call Meeting To Order

### II. Approval of Minutes

1. City Council Special Called Meeting - August 1, 2015. ~ *Amelia Sanchez, City Secretary*

 [Attachments](#)

2. City Council Special Called Meeting - August 18, 2015. ~ *Amelia Sanchez, City Secretary*

 [Attachments](#)

3. City Council Special Meeting - August 19, 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. Public Hearings

4. Hold the second of two state-mandated Public Hearings for the possible extension of the Kyle municipal boundaries by the annexation of approximately 135.78 acres. (Cypress Forest Annexation). ~ *Howard J. Koontz, AICP, Director of Planning and Community Development*

- **PUBLIC HEARING**

 [Attachments](#)

### V. Consent Agenda

5. Authorize execution of a 12-month professional services agreement with CATALYST

COMMERCIAL, INC., Dallas, Texas, in an amount not to exceed \$22,000.00 to provide services related to developing commercial retail growth and recruitment strategies in the City of Kyle for the period October 1, 2015 through September 30, 2016. ~ *Diana Torres, Director of Economic Development*

 [Attachments](#)

6. *(Second 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; requiring a sign face exchange ratio for digital display signs; repealing the sunset clause for the sign face exchange ratio; repealing all conflicting Ordinances; and providing an effective date. ~ *Mario Perez, Building Official*

 [Attachments](#)

7. *(Second Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 0.53 acres of land from Single Family Residential "R-1" to Retail Service District "RS" located at 713 and 715 N. Old Highway 81, in Hays County, Texas. (Alberto Saucedo, Sr. on behalf of Ypolita Cruz Saucedo, Z-15-007). ~ *Howard J. Koontz, AICP, Director of Planning and Community Development*

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

 [Attachments](#)

8. *(Second Reading)* Approve an Ordinance amending the City's Approved Budget for Fiscal Year 2014-15 by increasing the number of authorized positions by adding three (3) full-time positions to the Public Works Department for the operations and maintenance of the wastewater treatment plant. ~ *Perwez A. Moheet, CPA, Director of Finance*

 [Attachments](#)

9. Adopt a Resolution approving the annual update to the City's Investment Policy as required by the Public Funds Investment Act (PFIA). ~ *Perwez A. Moheet, CPA, Director of Finance*

 [Attachments](#)

10. An Ordinance of the City of Kyle, Texas, amending the City of Kyle, Texas Code of Ordinances; amending Part II, Chapter 41, Article V, Section 41-147 Park Land Dedication, to remove conflicting references to living unit equivalent or LUE; providing for repeal of conflicting ordinances; providing for an effective date and an open meetings clause; and providing for related matters. ~ *James Earp, Assistant City Manager*

 [Attachments](#)

11. Approval of Execution of the Temporary Park Trail Grading Easement for Walton Texas, LP. ~ *Leon Barba, P.E., City Engineer*

 [Attachments](#)

12. Approval of Execution of the Storm Water Detention and Water Quality Controls Easement for Walton Texas, LP. ~ *Leon Barba, P.E., City Engineer*

 [Attachments](#)

13. Approval of Execution of the Storm Water Detention and Water Quality Controls Easement 2 (second separate easement) for Walton Texas, LP. ~ *Leon Barba, P.E., City Engineer*

 [Attachments](#)

14. Approval of Execution of the Waste Water Lines Easement for Walton Texas, LP. ~ *Leon Barba, P.E., City Engineer*

 [Attachments](#)

15. Approval of Execution of the Detention and Water Quality Controls Easement for Bigelow San Marcos Development, LLC. ~ *Leon Barba, P.E., City Engineer*

 [Attachments](#)

16. *(First Reading)* An Ordinance of the City of Kyle, Texas, in accordance with Chapter 47, Article III authorizing and directing the installation and erection of NO PARKING signs to prohibit parking on Old State Highway 81 at the intersection of Center Street (RR150) in the city limits of Kyle; fixing a penalty therefor; providing for severability; providing for repeal of conflicting ordinances; and ordaining other provisions related to the subject matter thereof. ~ *Leon Barba, P.E., City Engineer*

 [Attachments](#)

17. Authorize Letter Agreement between GBRA, City of San Marcos, City of Kyle, and City of Buda for Temporary Supply of Additional Water to Buda. ~ *James Earp, Assistant City Manager*

 [Attachments](#)

18. A Resolution of the City of Kyle, Texas, to hold a public hearing on September 15, 2015, in accordance with Chapter 26 of the Texas Parks and Wildlife Code, for the non-park use of a part of Kyle Vista Park for the purpose of installing and maintaining a water line and a sanitary sewer line for the Crosswinds Municipal Utility Extension. ~ *Kerry Urbanowicz, Director of Parks*

 [Attachments](#)

## **VI. Consider and Possible Action**

19. Approval of KAYAC By-Laws Amendment. ~ *Jonathan Lopez, President and Andy Garza,*

*Vice President*

 [Attachments](#)

20. Consider and Possible Action on Development Agreement Between City of Kyle, Texas, and Neil and Amber Meinzer. ~ *James Earp, Assistant City Manager*

 [Attachments](#)

21. Consider and Possible Action to Approve a Development Agreement with KYLE RIVERBEND – COTTONWOOD INVESTMENTS, LLC., a Texas limited liability company, for remaining phases of Woodlands Park. ~ *James Earp, Assistant City Manager*

 [Attachments](#)

22. *(First Reading)* An Ordinance of the City of Kyle, Texas adopting a budget for the ensuing fiscal year beginning October 1, 2015 and ending September 30, 2016; appropriating the various revenue and expenditure amounts thereof, including water and wastewater rates, miscellaneous fees and charges for City services as specified in the fee schedule, all associated budget schedules and documents, and repealing all Ordinances or parts of Ordinances in conflict therewith; and providing for an effective date. ~ *J. Scott Sellers, City Manager*

- **PUBLIC HEARING**

 [Attachments](#)

23. *(First Reading)* An Ordinance of the City of Kyle, Texas, fixing the ad valorem tax rate and providing for the levying of ad valorem taxes for use and support of the municipal government of the City for the fiscal year beginning October 1, 2015 and ending September 30, 2016; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid. ~ *J. Scott Sellers, City Manager*

 [Attachments](#)

24. An Ordinance of the City of Kyle, Texas amending Chapter 38, Article II of the Code of Ordinances, Streets and Sidewalks, so as to add Section 38-46 to 38-49 Parking of Vehicles, Trailers and Other Equipment Prohibited; to establish regulations governing which vehicles are prohibited from parking on a public right-of-way; establishing a penalty; and setting an effective date. ~ *Damon Fogley, Council Member; Jeff Barnett, Chief of Police*

- **PUBLIC HEARING**

 [Attachments](#)

25. An Ordinance of the City of Kyle, Texas amending Chapter 47 of the Code of Ordinances, Traffic and Vehicles so as to add Article VII In General, To Prohibit the Operation of Hand-Held Wireless Communication Devices While Operating a Motor Vehicle; Providing

Exemptions; Providing Affirmative Defenses; Providing Increased Penalty for Second and Third Offenses; Providing a Savings Clause; Providing for Severability and an Effective Date. ~ *David Wilson, Mayor Pro Tem; Jeff Barnett, Chief of Police*

- **PUBLIC HEARING**

 [Attachments](#)

## **VII. City Managers Report**

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

- Reschedule Tuesday, October 6, 2015 Regular City Council Meeting to Wednesday, October 7, 2015 due to National Night Out.
- Reschedule Tuesday, November 3, 2015 Regular City Council Meeting to Wednesday, November 4, 2015 due to Election day.

 [Attachments](#)

## **VIII. Executive Session**

27. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including 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.
  - Discussion of San Marcos Hays County EMS Contract
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
3. Personnel matters pursuant to Section 551.074.
4. Economic Development negotiations pursuant to Section 551.087.
  - Project VP
  - Project BB

 [Attachments](#)

28. Take action on items discussed in Executive Session.

 [Attachments](#)

## **IX. ADJOURN**

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

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



# CITY OF KYLE, TEXAS

Approval of minutes - 8/1/15

Meeting Date: 9/1/2015  
Date time: 7:00 PM

**Subject/Recommendation:** City Council Special Called Meeting - August 1, 2015. ~ *Amelia Sanchez, City Secretary*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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

**Attachments / click to download**

- [Special City Council, 8-1-15](#)
  - [C M Budget Presentation](#)
  - [Amendments to Budget](#)
-

## SPECIAL CITY COUNCIL MEETING

The City Council of the City of Kyle, Texas met in Special Session on August 1, 2015, at 8:00 a.m. at Kyle City Hall, with the following persons present:

Mayor Todd Webster	Julie Snyder
Mayor Pro Tem David Wilson	
Council Member Damon Fogley	
Council Member Becky Selbera	
Council Member Daphne Tenorio	
Council Member Diane Hervol	
Council Member Shane Arabie	
Scott Sellers, City Manager	
James Earp, Assistant City Manager	
Jerry Hendrix, Chief of Staff	
Amelia Sanchez, City Secretary	
Leon Barba, City Engineer	
Diana Torres, Economic Development Director	
Perwez Moheet, Finance Director	
Sandra Duran, Human Resources Director	
Robert Olvera, IT Manager	
Connie Brooks, Library Director	
Kerry Urbanowicz, Parks & Recreation Director	
Howard Koontz, Planning and Community Development Director	
Jeff Barnett, Chief of Police	
Harper Wilder, Public Works Director	
Mario Perez, Building Official	

### CALL MEETING TO ORDER

Mayor Webster called the meeting to order at 8:10 a.m.

### ROLL CALL

Mayor Webster called for roll call. Present were Mayor Webster, Council Member Fogley, Council Member Selbera, Council Member Tenorio, Council Member Arabie, and Mayor Pro Tem Wilson.

Mayor Webster asked that the record show Council Member Hervol was present.

### CITIZEN COMMENT PERIOD WITH CITY COUNCIL

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



## CITY COUNCIL SPECIAL MEETING

August 1, 2015 – Page 2

Kyle City Hall

Mayor Webster opened Citizens Comments at 8:11 a.m. Julie Snyder, CEO of the Kyle Area Chamber of Commerce spoke and stated that over the last year the Kyle Chamber staff and board had enjoyed promoting the community and she appreciated the Council's consideration although funds were being reduced this year, and the help to be able to maintain the quality the community and tourists have become accustomed to. With no one else wishing to speak Mayor Webster closed Citizens Comments at 8:12 a.m.

### CONSIDER AND POSSIBLE ACTION

PRESENTATION OF CITY MANAGER'S PROPOSED BUDGET FOR FISCAL YEAR 2015-16 TOTALING APPROXIMATELY \$78.8 MILLION FOR ALL CITY FUNDS INCLUDING AD VALOREM TAX RATE, WATER AND WASTEWATER RATES, AND OTHER FEES AND CHARGES. ~ *J. SCOTT SELLERS, CITY MANAGER*

With no objection Mayor Webster placed item #1 on the table for discussion.

Scott Sellers, City Manager submitted for Council review and consideration the City's Proposed Budget for Fiscal Year 2015-16 and stated that typically the line item budget is very detailed and lengthy and that what he found works well is that the larger expenditures that had a 10% plus or minus impact to the budget and those on the CIP side, any personnel, then non CIP, everything done in the first retreat were pulled out so that they could go through those one by one and that it was the 6 pages before them. (Attached) He stated that the Council was sent this document and hoped everyone had a chance to review it and they could discuss and ask questions at any time. The proposed budget items for discussion included: (detailed in attachment)

- Proposed Property Tax Rates
- Capital Improvement Projects
- Employee Costs and New Positions
- General Fund Expenditure Highlights
- General Fund Revenues (increase)
- Hotel Occupancy Tax Fund
- Budget Overview

Concluding the review and deliberation regarding each item in the proposed budget the following amendments were made:

Council Member Tenorio asked to delete the Street Maintenance Manager and moved to add funding for the Kyle Fire Department to replace SCBA's by \$60,000.00, and add funding by \$2,500.00 for computer hardware for the new Building Inspector position. Council member Tenorio changed the amount for the Fire Department to \$75,000.00 after more discussion and clarification on needs. Council Member Damon Fogley seconds the motion. All aye. Motion carried 7-0.

CITY COUNCIL SPECIAL MEETING

August 1, 2015 – Page 3

Kyle City Hall

Mayor Webster discussed adding funding for repainting the iconic downtown water tower and reducing the Internal Service Funds and that would be no increase in the budget. Council Member Selbera brought up complaints she received on the noise the train makes near the subdivisions near Burleson Road.

Mayor Webster moved to adding funding for repainting the iconic downtown water tower and a study for a silent railroad crossing and reducing the Internal Service Funds with no increase in the budget. Council Member Arabie seconds the motion. All aye. Motion carried 7-0.

ADOPT A RESOLUTION TO RECORD CITY COUNCIL'S VOTE TO CONSIDER AT A FUTURE CITY COUNCIL MEETING A PROPOSED ESTIMATED AD VALOREM TAX RATE OF \$0.6146 PER \$100.00 OF TAXABLE VALUATION FOR FISCAL YEAR 2015-16 FOR THE CITY OF KYLE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS. THIS IS AN ESTIMATED TAX RATE AND IS SUBJECT TO CHANGE PENDING CERTIFIED TAXABLE PROPERTY VALUATIONS DUE ON JULY 31, 2015. ~ J. SCOTT SELLERS, CITY MANAGER

Mayor Webster moved to adopt a Resolution to record City Council's vote to consider at a future City Council meeting a proposed estimated ad valorem tax rate of \$0.6146 per \$100.00 of taxable valuation for Fiscal Year 2015-16 for the City of Kyle; making findings of fact; and providing for related matters. Council Member Arabie seconds the motion. Mayor Webster calls for a roll call vote. Council Member Wilson votes aye, Council Member Arabie votes aye, Council Member Tenorio votes aye, Mayor Webster votes aye, Council Member Selbera votes aye, Council Member Fogley votes aye, and Council Member Hervol votes aye. Motion carried 7-0.

ADJOURN

With no further business to discuss, Council Member Hervol moves to adjourn. Council Member Selbera seconds the motion. All votes aye. Motion carried 7-0.

The City Council meeting adjourned at 2:27 p.m.

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R. Todd Webster, Mayor

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Attest: Amelia Sanchez, City Secretary

City of Kyle, Texas  
City Council Budget Workshop No. 2  
Highlights of Proposed Budget - Fiscal Year 2015-16  
August 1, 2015

<u>Budget Overview</u>	<u>2016</u>	<u>Funding Source</u>	<u>Notes/Comments</u>
1. <u>Proposed Property Tax Rates</u>			
Maintenance & Operations (M&O)	\$ 0.2603		M&O Tax Rate = No change
Interest & Sinking (I&S)	\$ 0.3543		I&S Tax Rate = \$0.0763 increase (Estimated)
Total Proposed Tax Rate - ESTIMATED	<u>\$ 0.6146</u>	(Estimated)	
			Effective Tax Rate = \$0.4876 (Estimated) Rollback Tax Rate = \$0.6214 (Estimated) Current Tax Rate = \$0.5383 (\$0.2603 + \$0.2780)
2. <u>All City Funds (Estimated):</u>			
Beginning Fund Balance	\$ 63,629,514		
Total Revenue & Transfers-in	\$ 61,645,270		
Total Expenditures & Transfers-out	\$ 92,827,473		
Combined Fund Balance	\$ 32,447,311		
Total Positions	202.50		
3. <u>General Fund (Estimated):</u>			
Beginning Fund Balance	\$ 8,813,885		
Total Revenue & Transfers-in	\$ 21,983,344		
Total Expenditures & Transfers-out	\$ 21,983,344		
Fund Balance	\$ 8,813,885		
Total Positions	162.75		
4. <u>Water &amp; Wastewater Utility Fund (Estimated):</u>			
Beginning Fund Balance	\$ 9,021,753		
Total Revenue & Transfers-in	\$ 15,861,650		
Total Expenditures & Transfers-out	\$ 17,146,473		
Fund Balance	\$ 7,736,930		
Total Positions	37.75		
5. <u>All Other Funds (Estimated):</u>			
Beginning Fund Balance	\$ 45,793,877		
Total Revenue & Transfers-in	\$ 23,800,277		
Expenditures - CIP	\$ 42,107,926		
Expenditures - Debt Service	\$ 8,294,606		
Expenditures - Grants/Other	\$ 401,328		
Transfers-out	\$ 2,893,796		
Fund Balance	\$ 15,896,498		
Total Positions	2.00		

City of Kyle, Texas  
City Council Budget Workshop No. 2  
Highlights of Proposed Budget - Fiscal Year 2015-16  
August 1, 2015

<b>Budget Overview</b>	<b>2016</b>	<b>Funding Source</b>	<b>Notes/Comments</b>
<b>Budget Highlights:</b>			
1. <u>Capital Improvement Projects</u>			
Citywide Beautification Projects	\$ 75,000	HOT Fund	Gateway & way finding signage; plus \$50,000 c/fwd
City Square Park Beautification	\$ 50,000	General Fund	Fencing & fountain
Gregg-Clarke Park Improvements	\$ 145,000	Park Dev Fee	Playscape improvements & shade coverings
Park System Master Plan Update	\$ 45,000	General Fund	10-year plan update
Traffic Control at Bunton Creek/Dacy Lane	\$ 275,000	General Fund	Subject to warrant study & Council approval
Street Condition Improvements	\$ 500,000	General Fund	Crack seal, micro resurfacing, etc.
GBRA Flood Study	\$ 25,120	General Fund	Data for SW Master Plan development, final payment
Water Line Upgrades	\$ 300,000	W/WW Utility	Upsizing & replacement of pipes in the system
Water Tank Rehabilitation	\$ 500,000	Impact Fee	Based on prioritized rotation list for repairs
Pumphouse Rd/Melinda Lane Water Line	\$ 120,000	Impact Fee	Upsizing lines in City's CCN
Stagecoach, Scott Street, & Opal Street Water Line	\$ 185,000	Impact Fee	Looping to improve water pressure
County Line Water System Interconnect	\$ 150,000	Impact Fee	
Monarch Water System Interconnect	\$ 70,000	Impact Fee	
Wastewater Line Upgrades	\$ 500,000	W/WW Utility	Upsizing & replacement to eliminate I&I in system
Wastewater Lift Stations Retrofit	\$ 125,000	W/WW Utility	SCADA improvements
Wastewater Treatment Plant Acquisition	\$ 3,000,000	W/WW Utility	Closing on October 1, 2015
Wastewater Treatment Plant Repairs/Upgrade	\$ 500,000	W/WW Utility	Based on condition assessment & inspections
Wastewater Treatment Plant Expansion	\$ 5,395,250	Impact Fee	From 3.0 MGD to 4.5 MGD
MUD Contribution - Crosswinds MUD	\$ (1,500,000)	Contribution	Estimated contribution by MUD per agreement
Southside Wastewater Line	\$ 3,983,725	Impact Fee	
Bunton Creek Interceptor Ph 3.1	\$ (525,000)	Impact Fee	Projects deferred based on WW current modeling and
Bunton Creek Interceptor Ph 3.2	\$ (2,032,250)	Impact Fee	Funding made available for treatment plant expansion
Elliott Branch Wastewater Interceptor	\$ 200,000	Impact Fee	Project may be deferred
Cypress/GLO Wastewater Line	\$ 500,000	Impact Fee	
Blanton Wastewater Line (W 3rd St)	\$ 600,000	Impact Fee	
Center Street Village Wastewater Line Improvement Study	\$ 100,000	Impact Fee	
Road Bond Project - Bunton Creek Road	\$ 4,997,248	Road Bonds	Estimated expenditures based project schedule
Road Bond Project - Goforth Road	\$ 8,260,145	Road Bonds	Estimated expenditures based project schedule
Road Bond Project - Lehman Road	\$ 4,245,225	Road Bonds	Estimated expenditures based project schedule
Road Bond Project - Marketplace Avenue	\$ 4,245,339	Road Bonds	Estimated expenditures based project schedule
Road Bond Project - N. Burleson Street	\$ 2,239,416	Road Bonds	Estimated expenditures based project schedule
FM 2770/RM 150 Sidewalk & Bicycle Lane	\$ 776,458	TxDOT	Reimbursed by TxDOT
	<u>\$ 38,050,676</u>		5-Year CIP Totals \$153,762,185 Including HCPUA

City of Kyle, Texas  
City Council Budget Workshop No. 2  
Highlights of Proposed Budget - Fiscal Year 2015-16  
August 1, 2015

<b>Budget Overview</b>	<b>2016</b>	<b>Funding Source</b>	<b>Notes/Comments</b>
2. <u>Employee Costs</u>			
4 New Police Officers	\$ 278,680	General Fund	\$79,000 reduction in overtime to offset costs
1 New Warrant Officer	\$ 69,670	General Fund	Total 2 W/O positions, will help increase collections
1 Police Officer Converted From Grants to General Fund	\$ 68,283	General Fund	Mental Health Officer Position
1 New Juvenile Justice Officer	\$ 65,348	Grant	
2 New Code Enforcement Officers (P/T)	\$ 48,226	General Fund	Part-time positions
4 New Telecommunicators for KPD Dispatch (P/T)	\$ 65,328	General Fund	Part-time positions, reduced overtime by \$20,820
2 New Record Specialists (P/T) for KPD	\$ 33,160	General Fund	Part-time positions
1 New Special Events Coordinator	\$ 49,787	Gen Fund/HOT	Funding 50% HOT & 50% General Fund
2 New Library Assistants (P/T)	\$ 28,896	General Fund	Part-time positions
1 New Division Manager of Street Maintenance	\$ 85,235	General Fund	
2 New Street Technician I for Street Maintenance	\$ 78,886	General Fund	
1 New Chief Wastewater Plant Operator	\$ 72,475	W/WW Utility	For operation & maintenance of wastewater plant
1 New Plant Operator	\$ 55,020	W/WW Utility	For operation & maintenance of wastewater plant
1 New Assistant Plant Operator	\$ 42,342	W/WW Utility	For operation & maintenance of wastewater plant
1 New Building Inspector	\$ 61,009	General Fund	Increase in workload & expedite inspections
1 New Parks Maintenance Technician I	\$ 39,443	General Fund	Respond to increased workload
1 New Parks Maintenance Technician II	\$ 42,702	General Fund	Respond to increased workload
1 New Parks Administrative Assistant Converted From P/T to F/T	\$ 28,619	General Fund	Part-time position converted to a full-time position
1 New Storm Water Master Plan Administrator	\$ 77,978	General Fund	Possibly eliminate funding for MP development
1 New Engineer I	\$ 98,300	Gen Fund/Utility	Funding 75% W/WW Utility & 25% General Fund
1 Engineer I Converted From Roads Bonds to General Fund	\$ 91,088	General Fund	Road Bond Project Manager Position
1 New Assistant to City Secretary/City Manager	\$ 70,003	General Fund	Succession planning for City Secretary position
1 New Communications Specialist	\$ 49,787	General Fund	Respond to increased workload
1 City Attorney (Deleted)	\$ (126,685)	General Fund	Offsets costs of contracted legal services
1 Community Development Coordinator (Deleted)	\$ (66,594)	General Fund	Offsets Asst. to City Secretary/City Manager position
1 Receptionist (Deleted)	\$ (49,544)	General Fund	Offsets Communication Specialist position
Merit Pay	\$ 197,960	Gen Fund/Utility	Merit Pay (4.6%, 3.6%, 1.6%) 10-80-10 Avg 3.5%
Medical Insurance Increase	\$ 38,340	Gen Fund/Utility	3% increase; \$38,340 for existing & \$117,249 for new
TMRS Vesting Change From 10 Years to 5 Years	\$ 63,062	Gen Fund/Utility	5-year level as surrounding & other Texas cities
Reclassification - Division Manager of Treatment & Operations	\$ 20,429	W/WW Utility	Reorganization - Public Works Department
Reclassification - Division Manager of Distribution & Collections	\$ 20,429	W/WW Utility	Reorganization - Public Works Department
Reclassification - Road Bond Project Manager	\$ 7,212	General Fund	
Pay Parity Adjustments for Police Dispatch Positions	\$ 32,764	General Fund	
Pay Parity Adjustments for Parks Maintenance Positions	\$ 22,683	General Fund	
Pay Parity Adjustments for Public Works - Street Maint Positions	\$ 22,615	General Fund	
Pay Parity Adjustments for Public Works - Utility Tech Positions	\$ 60,488	W/WW Utility	
	<u>\$ 1,843,423</u>		22.5 net new positions

City of Kyle, Texas  
City Council Budget Workshop No. 2  
Highlights of Proposed Budget - Fiscal Year 2015-16  
August 1, 2015

<u>Budget Overview</u>	<u>2016</u>	<u>Funding Source</u>	<u>Notes/Comments</u>
3. <u>General Fund Expenditure Highlights</u>			
Solid Waste Services Contract (TDS)	\$ 353,300	General Fund	Increase for TDS' rate increase and growth
380 Sales Tax Rebates	\$ 260,000	General Fund	\$805,000 budget; increase for growth
Creation of Internal Service Funds for Equipment, Fleet, & Facility	\$ 1,529,049	General Fund	Increase due to new setup
Computer Hardware & Software Improvements	\$ 183,708	General Fund	IT, Planning/GIS, Engineering
CAPMetro Transportation Costs	\$ 31,259	General Fund	\$86,879 budget, increase for local match
Transfer-out to CIP Funds	\$ 895,120	General Fund	General Fund funded various CIP - see CIP Plan
Transfer-out to Road Bond CIPs	\$ 850,000	General Fund	Contribution from G/F to Road Bond CIPs
1 Pickup Truck for Inspector	\$ 22,000	General Fund	One-time purchase
1 Pickup Truck for SWMP Administrator	\$ 22,000	General Fund	One-time purchase
1 Police Patrol Vehicle	\$ 75,000	General Fund	One-time purchase
1 Parks Crew Truck/Trailer/Equipment	\$ 59,000	General Fund	One-time purchase
1 Dump Truck for Public Works (33%)	\$ 41,665	General Fund	One-time purchase, split between G/F and Utility Fund
1 Small Roller/Trailer for Public Works	\$ 50,000	General Fund	One-time purchase
1 Thermo Plastic Applicator for Public works	\$ 45,000	General Fund	One-time purchase
1 Sand Spreader for Public Works	\$ 20,000	General Fund	One-time purchase
1 Service Lift for Parks	\$ 8,000	General Fund	One-time purchase
1 Chemical Storage Building for Parks	\$ 6,000	General Fund	One-time purchase
1 Trailer Mounted Water Tank for Public Works	\$ 5,000	General Fund	One-time purchase
1 Haul Trailer (33%) for Public Works	\$ 8,334	General Fund	One-time purchase, split between G/F and Utility Fund
	<u>\$ 4,464,435</u>		
4. <u>General Fund Revenues (Increase)</u>			
Property Tax (M&O)	\$ 942,000		Based on prelim AV est @ current rate - \$5,167,000
Sales Tax	\$ 1,528,500		Budget \$6,700,000 (18.9% >CYE, 29.8% >budget)
Mixed Beverage Taxes	\$ 261,700		Budget \$296,700
Franchise Taxes	\$ 117,000		Budget \$1,160,000, PEC, TWC, TDS, etc.
Solid Waste Services	\$ 379,700		Budget \$2,837,500
Municipal Court Fines	\$ (118,100)		Budget \$780,900
Construction Inspection	\$ 507,300		Budget \$1,415,500
Land Use Planning Review Fees	\$ 263,700		Budget \$565,800
Parks & Recreation	\$ 9,300		Budget \$292,950
Transfer-in of Emergency Reserve Fund Balance	\$ 1,250,000		Policy change, one-time offset to setup ISFs
	<u>\$ 5,141,100</u>		

City of Kyle, Texas  
City Council Budget Workshop No. 2  
Highlights of Proposed Budget - Fiscal Year 2015-16  
August 1, 2015

<u>Budget Overview</u>	<u>2016</u>	<u>Funding Source</u>	<u>Notes/Comments</u>
5. <u>Water &amp; Wastewater Utility Fund Expenditures</u>			
Water Operations	\$ 74,204		\$60,000 of increase is for new water meters
Water Supply	\$ (141,194)		Eliminated \$100,000 for test well drilling & various net
Wastewater Operations	\$ (2,005,889)		Eliminated \$1,800,000 for AquaTexas & various net
Wastewater Treatment Plant Operations	\$ 1,159,385		Additions to Operating Budget for Plant O&M
Creation of Internal Service Funds for Equipment, Fleet, & Facility	\$ 194,600		Increase due to new setup of internal service Funds
Transfer-out to Road Bond Projects	\$ 1,076,730		Contribution for Burleson Street Bond project
Transfer-out to CIP Funds	\$ 4,095,250		Wastewater plant acquisition & other utility CIPs
1 Dump Truck for Public Works (66%)	\$ 83,334		One-time purchase, split between G/F and Utility Fund
1 Pickup Truck for Chief Wastewater Plant Operator	\$ 22,000		One-time purchase
1 Haul Trailer (66%) for Public Works	\$ 16,667		One-time purchase, split between G/F and Utility Fund
1 Tamping Machine for Public Works	\$ 4,000		One-time purchases
Office Furniture for Treatment Plant/Public Works	\$ 22,000		One-time purchases
	<u>\$ 4,601,087</u>		
6. <u>Water &amp; Wastewater Utility Fund Revenues (Increase)</u>			
Water Service	\$ 916,500		Budget \$8,356,500
Wastewater Service	\$ 1,654,200		Budget \$6,609,000
Other System Revenue	\$ 324,650		Budget \$896,150
	<u>\$ 2,895,350</u>		
7. <u>Hotel Occupancy Tax Fund</u>			
50% Funding for Special Events Coordinator	\$ 24,894		Increase, transfer-out to General Fund
Funding for Citywide Beautification Project	\$ 75,000		Increase, transfer-out to General Fund CIP
Greater San Marcos Partnership	\$ 20,000		Increase for tourism promotion and marketing
Chamber of Commerce Tourism Contract	\$ (63,000)		Decrease for tourism promotion and marketing
	<u>\$ 56,894</u>		

City of Kyle, Texas  
City Council Budget Workshop No. 2  
Highlights of Proposed Budget - Fiscal Year 2015-16  
August 1, 2015

<u>Budget Overview</u>	<u>2016</u>	<u>Funding Source</u>	<u>Notes/Comments</u>
8. <u>Unfunded Large Expenditures (Estimated)</u>			
Rail Crossing Quiet Zone Assessment Study	\$ 15,000		
Rail Crossing Quiet Zone Improvements	TBD		
Emergency Medical Services	\$ 261,783		
City's Share of HCPUA Capital Costs Beyond 2016	\$ 56,500,000		
Wastewater Treatment Plant Expansion From 4.5 to 20.0 MGD	\$ 61,326,008		
Drainage Improvements	TBD		
Water Line Old Hwy 81 (12-inch)	\$ 105,000		
Abandon Barton Lift Station	\$ 115,000		
Elliott Branch Wastewater Interceptor	\$ 3,183,647		
Downtown Water Tower Improvement	\$ 800,000		
North & South Front Street Parking Improvements	\$ 1,180,000		
Library Parking Expansion	\$ 200,000		
Recreation Center (2009 estimate of \$18,310,000 ad by 10%)	\$ 20,141,000		
Police Headquarters (original estimate of \$15,400,000 adj by 10%)	\$ 16,940,000		
Transportation Master Plan Improvements	\$ 560,500,000		
Municipal Facilities - Reimbursable	TBD		
	<u>\$ 721,267,438</u>		



City of Kyle, Texas  
 Amendments to Proposed Budget for Fiscal Year 2015-16  
 Approved by City Council on August 1, 2015

Amendment	Sponsor	Description	Council Vote	Fund Type	Budget Category	Proposed Budget FY 2015-16	Amendment Increase (Decrease)	Amended Proposed Budget FY 2015-16
1.	CM Tenorio	Delete Funding for Division Manager of Street Maintenance Position for FY 2016		General Fund	Expenditures	\$ 85,235	\$ (85,235)	\$ -
		Add Funding for Fire Department to Replace SCBAs		General Fund	Expenditures	\$ 29,484	\$ 75,000	\$ 104,484
		Add Funding for Computer Hardware for New Building Inspector Position		General Fund	Expenditures	\$ 2,700	\$ 2,500	\$ 5,200
		Sub-total:	7-0			<u>\$ 117,419</u>	<u>\$ (7,735)</u>	<u>\$ 109,684</u>
2.	Mayor Webster	Add Funding for Repainting/Repairs for Iconic Downtown Water Tower		General Fund	Expenditures	\$ -	\$ 100,000	\$ 100,000
		Reduce Funding for Transfers to Internal Service Funds for Equipment, Fleet, & Facility Replacement		General Fund	Expenditures	\$ 1,529,049	\$ (100,000)	\$ 1,429,049
		Sub-total:	7-0			<u>\$ 1,529,049</u>	<u>\$ -</u>	<u>\$ 1,529,049</u>
3.	CM Selbera	Add Funding for Railroad Crossing Quiet Zone Study & Assessment		General Fund	Expenditures	\$ -	\$ 15,000	\$ 15,000
		Reduce Funding for Transfers to Internal Service Funds for Equipment, Fleet, & Facility Replacement		General Fund	Expenditures	\$ 1,429,049	\$ (7,265)	\$ 1,421,784
		Sub-total:	7-0			<u>\$ 1,429,049</u>	<u>\$ 7,735</u>	<u>\$ 1,436,784</u>
<b>Net Increase (Decrease) in General Fund Expenditures:</b>						<u><b>\$ 3,075,517</b></u>	<u><b>\$ -</b></u>	<u><b>\$ 3,075,517</b></u>



# CITY OF KYLE, TEXAS

Approval of minutes - 8/18/15

Meeting Date: 9/1/2015  
Date time: 7:00 PM

**Subject/Recommendation:** City Council Special Called Meeting - August 18, 2015. ~ *Amelia Sanchez, City Secretary*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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 [City Council Minutes 8-18-15](#)

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## REGULAR CITY COUNCIL MEETING

The City Council of the City of Kyle, Texas met in Regular Session on August 18, 2015 at 7:00 p.m. at Kyle City Hall, with the following persons present:

Mayor Todd Webster	Cindy Van Wort
Council Member Diane Hervol	Craig Wiseman
Council Member Becky Selbera	Steven Cook
Mayor Pro Tem David Wilson	Laurie Luttrell
Council Member Damon Fogley	Tim Miller
Council Member Daphne Tenorio	Pedro Hernandez
Scott Sellers, City Manager	Gloria Luyten
Jerry Hendrix, Chief of Staff	Albert Saucedo Sr.
Kerry Urbanowicz, Parks Director	
Mario Perez, Building Official	
Cody Faulk, City Attorney	
Diana Blank, Director of Economic Development	
Howard Koontz, Planning Director	
Leon Barba, City Engineer	
Harper Wilder, Public Works Director	
Robert Olvera, IT	
Jeff Barnett, Chief of Police	

### CALL MEETING TO ORDER

Mayor Webster called the meeting to order at 7:00 p.m.

### ROLL CALL

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

Council Member Shane Arabie was absent.

### APPROVAL OF MINUTES

CITY COUNCIL REGULAR MEETING – AUGUST 4, 2015 ~ *AMELIA SANCHEZ, CITY SECRETARY*

Council Member Hervol moved to approve the minutes of the City Council Regular Meeting – August 4, 2015. Council Member Tenorio seconds the motion. All aye. Motion carried 6-0.

## CITY COUNCIL REGULAR MEETING

August 18, 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. Cindy Van Wort and Allen Deavor spoke with a proposal to honor vets, called Freedom Day USA on September 10, 2015 and asked the Council for a proclamation. Craig Wiseman spoke on item 16 regarding a resolution appointing an officer for information from council to the City Manager and that he did not agree with this and that the contact person should be the City Manager as stated in the Charter in sections 4.03 and 4.05 on how the council must act. Steven Cook spoke and stated the last time he was here he was requesting funds to take the poppy display to Nashville, and Pittsburg PA., and they did that and won first place and how very proud of the auxiliary he was as Kyle should be. Laurie Luttrell spoke and stated that she would like for the council to try and adjust the tax rate in the budget and that she felt the tax rate was too high for homeowners. Tim Miller stated he had a certified organic vegetable farm just outside of town. He stated he had concerns with the growth in the ETJ with more cars and bottlenecks and that this was a big problem with no apparent solution and was concerned with the impact on the region and his farm. He stated that since he was instrumental in getting the tree ordinance started and that now was the time for strengthening it so that more trees will not be taken down. Captain Pedro Hernandez reminded everyone that IH 35 SB would be closed at 10:00 till 2:00 a.m. to continue an investigation of a fatality that occurred on Friday morning. Gloria Luyten spoke on item #14 rezoning the property to retail and stated this property was not worth the zoning change because of the flooding and tall grass they had to deal with all the time, along with the Union Pacific noise and rodents. Mr. Saucedo spoke on item 14 rezoning and stated that the property belonged to his mother who was in a nursing home and need to pay her bills and hoped to get more money if he sold the property to care for her. With no one else wishing to speak Mayor Webster closed Citizens Comments at 7:15 p.m.

### PRESENTATION

With no objection from Council, Mayor Webster opened the following item for discussion.

**KYLE AREA CHAMBER OF COMMERCE QUARTERLY REPORT AND SCOPE OF WORK DISCUSSION. ~ JULIE SNYDER, CEO, KYLE CHAMBER**

Julie Snyder, Kyle Chamber CEO presented the Kyle Chamber of Commerce quarterly report and a Scope of Work discussion.

**PRESENTATION REGARDING GREATER SAN MARCOS PARTNERSHIP'S INITIATIVES. ~ ADRIANA CRUZ, PRESIDENT, GREATER SAN MARCOS PARTNERSHIP**

CITY COUNCIL REGULAR MEETING

August 18, 2015 – Page 3

Kyle City Hall

Adriana Cruz, President of the Greater San Marcos Partnership provided a detailed presentation on the partnership with Kyle, marketing, destination recruitment, web presence and strategic plan.

PUBLIC HEARINGS

HOLD THE FIRST OF TWO STATE-MANDATED PUBLIC HEARINGS FOR THE POSSIBLE EXTENSION OF THE KYLE MUNICIPAL BOUNDARIES BY THE ANNEXATION OF APPROXIMATELY 135.78 ACRES. (CYPRESS FOREST ANNEXATION). ~ *HOWARD J. KOONTZ, AICP, DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT*

Mayor Webster opened the Public Hearing at 8:20 p.m. to hear comments on the possible extension of the Kyle municipal boundaries by the annexation of approximately 135.78 acres. (Cypress Forest Annexation). With no one wishing to speak Mayor Webster closed the Public Hearing at 8:20 p.m.

CONSENT AGENDA

APPROVAL OF EXECUTION OF THE TEMPORARY PARK TRAIL GRADING EASEMENT FOR WALTON TEXAS, LP. ~ *LEON BARBA, P.E., CITY ENGINEER*

APPROVAL OF EXECUTION OF THE STORM WATER DETENTION AND WATER QUALITY CONTROLS EASEMENT FOR WALTON TEXAS, LP. ~ *LEON BARBA, P.E., CITY ENGINEER*

APPROVAL OF EXECUTION OF THE STORM WATER DETENTION AND WATER QUALITY CONTROLS EASEMENT 2 (SECOND SEPARATE EASEMENT) FOR WALTON TEXAS, LP. ~ *LEON BARBA, P.E., CITY ENGINEER*

*(FIRST READING)* APPROVE AN ORDINANCE AMENDING THE CITY'S APPROVED BUDGET FOR FISCAL YEAR 2014-15 BY INCREASING THE NUMBER OF AUTHORIZED POSITIONS BY ADDING THREE (3) FULL-TIME POSITIONS TO THE PUBLIC WORKS DEPARTMENT FOR THE OPERATIONS AND MAINTENANCE OF THE WASTEWATER TREATMENT PLANT. ~ *PERWEZ A. MOHEET, CPA, DIRECTOR OF FINANCE*

APPROVAL OF EXECUTION OF THE WASTE WATER LINES EASEMENT FOR WALTON TEXAS, LP. ~ *LEON BARBA, P.E., CITY ENGINEER*

APPROVAL OF EXECUTION OF THE DETENTION AND WATER QUALITY CONTROLS EASEMENT FOR BIGELOW SAN MARCOS DEVELOPMENT, LLC. ~ *LEON BARBA, P.E., CITY ENGINEER*

CITY COUNCIL REGULAR MEETING

August 18, 2015 – Page 4

Kyle City Hall

AWARD A BID TO VIKING CONSTRUCTION, INC., GEORGETOWN, TEXAS, LOWEST AND MOST RESPONSIBLE BIDDER, IN AN AMOUNT NOT TO EXCEED \$66,920.00 for the 2015 MISCELLANEOUS STREETS MICRO-SURFACING PROJECT. ~ *LEON BARBA, P.E., CITY ENGINEER*

AWARD A BID TO CAPITAL EXCAVATION COMPANY, BUDA, TEXAS, LOWEST AND MOST RESPONSIBLE BIDDER, IN AN AMOUNT NOT TO EXCEED \$3,798,891.00 FOR THE CONSTRUCTION OF THE MARKETPLACE AVENUE ROAD BOND PROJECT. ~ *LEON BARBA, P.E., CITY ENGINEER*

APPROVAL OF AMENDED PERPETUAL PARKLAND EASEMENT FOR THE OAKS ON GOFORTH APARTMENT PROJECT. ~ *KERRY URBANOWICZ, DIRECTOR OF PARKS*

Mayor Webster stated that on the Consent Agenda, at the request of the developer, the following items needed to be postponed to the next Council meeting: #5 ~ Approval of Execution of the Temporary Park Trail Grading Easement for Walton Texas, LP.; #6 ~ Approval of Execution of the Storm Water Detention and Water Quality Controls Easement for Walton Texas, LP.; #7 ~ Approval of Execution of the Storm Water Detention and Water Quality Controls Easement 2 (second separate easement) for Walton Texas, LP.; #9 ~ Approval of Execution of the Waste Water Lines Easement for Walton Texas, LP.; #10 ~ Approval of Execution of the Detention and Water Quality Controls Easement for Bigelow San Marcos Development, LLC., and item # 11 ~ Award a bid to VIKING CONSTRUCTION, INC., Georgetown, Texas, lowest and most responsible bidder, in an amount not to exceed \$66,920.00 for the 2015 Miscellaneous Streets Micro-Surfacing Project due to an error in the amount. It should be \$66,992.00 and not \$66,920.00.

Council Member Wilson moved to approve item #8 ~ (*First Reading*) Approve an Ordinance amending the City's Approved Budget for Fiscal Year 2014-15 by increasing the number of authorized positions by adding three (3) full-time positions to the Public Works Department for the operations and maintenance of the wastewater treatment plant; item #12 ~ Award a bid to CAPITAL EXCAVATION COMPANY, Buda, Texas, lowest and most responsible bidder, in an amount not to exceed \$3,798,891.00 for the construction of the Marketplace Avenue Road Bond Project; item # 13 ~ Approval of amended Perpetual Parkland Easement for the Oaks on Goforth Apartment project. Council Member Tenorio seconds the motion. All aye. Motion carried 6-0.

Mayor Webster asked if there was any objection to placing items 5, 6, 7, 9, and 10 on the table. There was no objection.

Mayor Webster moved to postpone items #5 ~ Approval of Execution of the Temporary Park Trail Grading Easement for Walton Texas, LP.; #6 ~ Approval of Execution of the Storm Water Detention and Water Quality Controls Easement for Walton Texas, LP.; #7 ~ Approval of Execution of the Storm Water Detention and Water Quality Controls Easement 2 (second separate easement) for Walton Texas, LP.; #9 ~ Approval of Execution of the Waste Water Lines Easement

for Walton Texas, LP.; #10 ~ Approval of Execution of the Detention and Water Quality Controls Easement for Bigelow San Marcos Development, LLC. Mayor Pro Tem Wilson seconds the motion. All aye. Motion carried 6-0.

#### CITY COUNCIL REGULAR MEETING

August 18, 2015 – Page 5

Kyle City Hall

Mayor Webster asked if there was any objection to placing item 11 on the table. There was no objection.

AWARD A BID TO VIKING CONSTRUCTION, INC., GEORGETOWN, TEXAS, LOWEST AND MOST RESPONSIBLE BIDDER, IN AN AMOUNT NOT TO EXCEED \$66,920.00 for the 2015 MISCELLANEOUS STREETS MICRO-SURFACING PROJECT. ~ *LEON BARBA, P.E., CITY ENGINEER*

Leon Barba, City Engineer stated there was a typo in the amount shown in agenda item # 11 that should be \$66,992.00 and not \$66,920.00.

Mayor Pro Tem Wilson moved to approve a bid to Viking construction, INC, lowest bidder in the amount not to exceed \$66,992.00. Council Member Tenorio seconds the motion. All aye. Motion carried 6-0.

Mayor Webster asked if there was any objection to placing item 14 on the table. There was no objection.

#### CONSIDER AND POSSIBLE ACTION

*(FIRST READING)* AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 0.53 ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL “R-1” TO RETAIL SERVICE DISTRICT “RS” LOCATED AT 713 AND 715 N. OLD HIGHWAY 81, IN HAYS COUNTY, TEXAS. (ALBERTO SAUCEDO, SR. ON BEHALF OF YPOLITA CRUZ SAUCEDO, Z-15-007). ~ *HOWARD J. KOONTZ, AICP, DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT*

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

#### PUBLIC HEARING

Mayor Webster opened the Public Hearing at 8:28 p.m. to hear comments on *(First Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 0.53 acres of land from Single Family Residential “R-1” to Retail Service District “RS” located at 713 and 715 N. Old Highway 81, in Hays County, Texas. (Alberto Saucedo, Sr. on behalf of Ypolita Cruz Saucedo, Z-15-007. Mr. Saucedo stated that there was nursery and a restaurant so all of that property next to his was commercial and had proper drainage.

## CITY COUNCIL REGULAR MEETING

August 18, 2015 – Page 6

Kyle City Hall

With no one else wishing to speak Mayor Webster closed the Public Hearing at 8:26 p.m.

Council Member Hervol moved to approve (*First Reading*) An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 0.53 acres of land from Single Family Residential “R-1” to Retail Service District “RS” located at 713 and 715 N. Old Highway 81, in Hays County, Texas. Council Member Tenorio seconds the motion. All aye. Motion carried 6-0.

Mayor Webster asked if there was any objection to placing the following item on the table. There was no objection.

*(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; REQUIRING A SIGN FACE EXCHANGE RATIO FOR DIGITAL DISPLAY SIGNS; REPEALING THE SUNSET CLAUSE FOR THE SIGN FACE EXCHANGE RATIO; REPEALING ALL CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE. ~ *MARIO PEREZ, BUILDING OFFICIAL*

Mayor Pro Tem Wilson moved to approve (*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; requiring a sign face exchange ratio for digital display signs; repealing the sunset clause for the sign face exchange ratio; repealing all conflicting Ordinances; and providing an effective date. Council Member Selbera seconds the motion. All aye. Motion carried 6-0.

## COUNCIL REQUESTED AGENDA ITEMS

Mayor Webster asked if there was any objection to placing the following item on the table. There was no objection.

A RESOLUTION OF THE CITY OF KYLE, TEXAS, APPOINTING AN OFFICER PURSUANT TO SECTION 4.05 OF THE KYLE CITY CHARTER. ~ *TODD WEBSTER, MAYOR*

Council Member Fogley moved to approve a Resolution of the City Of Kyle, Texas, Appointing an Officer Pursuant To Section 4.05 of the Kyle City Charter and asked for a roll call vote. Council Member Selbera seconds the motion. Mayor Webster called for a roll call vote. Council Member Hervol votes nay, Council Member Fogley votes aye, Council Member Selbera votes aye, Mayor



Webster votes aye, Council Member Tenorio votes nay, Mayor Pro Tem votes aye. Motion carried 4-2.

## CITY COUNCIL REGULAR MEETING

August 18, 2015 – Page 7

Kyle City Hall

Mayor Webster asked if there was any objection to placing the following item on the table. There was no objection.

## CITY MANAGERS REPORT

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

Mr. Sellers informed Council about the Transportation Master Plan workshop by LAN to be held at Wallace Middle School next Tuesday, and also wanted to announce that the Finance Department had received another award for excellence in financial reporting called the CAFR award (Comprehensive, Annual, Financial Report).

## EXECUTIVE SESSION

PURSUANT TO CHAPTER 551, TEXAS GOVERNMENT CODE, THE CITY COUNCIL RESERVES THE RIGHT TO CONVENE INTO EXECUTIVE SESSION(S) FROM TIME TO TIME AS DEEMED NECESSARY DURING THIS MEETING. THE CITY COUNCIL MAY CONVENE INTO EXECUTIVE SESSION PURSUANT TO ANY LAWFUL EXCEPTION CONTAINED IN CHAPTER 551 OF THE TEXAS GOVERNMENT CODE INCLUDING 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.
  - Aqua Litigation Update
  - Bunton PID Litigation Update
  - Property Damage Claims Due to Recent Flooding
  - Annexation Terms and Conditions
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
3. Personnel matters pursuant to Section 551.074
4. Economic Development negotiations pursuant to Section 551.087.
  - Annexation Terms and Conditions
  - Economic Development Negotiations Update

CITY COUNCIL REGULAR MEETING

August 18, 2015 – Page 8

Kyle City Hall

Mayor Pro Tem Wilson moved to Convene into Executive Session at 9:06 p.m. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics. Council Member Tenorio seconds the motion. All aye. Motion carried 5-0 with Council Member Fogley off the dais and not voting.

1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071
  - Aqua Litigation Update
  - Bunton PID Litigation Update
  - Property Damage Claims Due to Recent Flooding
  - Annexation Terms and Conditions
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072
3. Personnel matters pursuant to Section 551.074
4. Economic Development negotiations pursuant to Section 551.087.
  - Annexation Terms and Conditions
  - Economic Development Negotiations Update

TAKE ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION.

Council Member Hervol moved to reconvene into open session at 10:25 p.m. Council Member Fogley seconds the motion. All aye. Motion carried 6-0.

Council Member Hervol stated no action was taken during Executive Session and none would be taken now.

ADJOURN

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

The City Council meeting adjourned at 10:26 p.m.

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R. Todd Webster, Mayor

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Attest: Amelia Sanchez, City Secretary



# CITY OF KYLE, TEXAS

Approval of minutes - 8/19/15

Meeting Date: 9/1/2015  
Date time: 7:00 PM

**Subject/Recommendation:** City Council Special Meeting - August 19, 2015. ~ *Amelia Sanchez, City Secretary*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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[Special City Council, 8-19-15](#)

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## SPECIAL CITY COUNCIL MEETING

The City Council of the City of Kyle, Texas met in Special Session on August 19, 2015, at 7:00 p.m. at Kyle City Hall, with the following persons present:

Mayor Todd Webster	Leslie Perry
Mayor Pro Tem David Wilson	Vikki Richee
Council Member Damon Fogley	Sue Ballarini
Council Member Becky Selbera	Mildred B. Taylor
Council Member Daphne Tenorio	Allison Pflaum
Council Member Diane Hervol	Mattie Welch
Scott Sellers, City Manager	Roy Burke
Amelia Sanchez, City Secretary	Denise Quinterri
Perwez Moheet, Finance Director	Janis Payne
Robert Olvera, IT Manager	Bruce Gilson
Kerry Urbanowicz, Parks & Recreation Director	
Mario Perez, Building Official	

### CALL MEETING TO ORDER

Mayor Webster called the meeting to order at 7:00 p.m.

### ROLL CALL

Mayor Webster called for roll call. Present were Mayor Webster, Council Member Fogley, Council Member Hervol, Council Member Selbera, Council Member Tenorio, and Mayor Pro Tem Wilson. Council Member Arabie was absent.

### 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 Citizens Comments at 7:03 p.m. Vikki Richee, resident of Woodlands Park Subdivision stated she had moved here from California last year. She stated that she is retired and that Council's proposed budget increase is substantial and would be hard for the retired, those on fixed income, and working families. She asked the Council for consideration for constituents and compromise. With no one else wishing to speak Mayor Webster closed Citizens Comments at 7:05 p.m.

## CITY COUNCIL SPECIAL MEETING

August 19, 2015 – Page 2

Kyle City Hall

### CONSIDER AND POSSIBLE ACTION

CONDUCT PUBLIC HEARING TO OBTAIN COMMENTS ON THE CITY MANAGER'S PROPOSAL TO INCREASE THE AD VALOREM TAX RATE FROM \$0.5383 TO \$0.6145 PER \$100.00 OF ASSESSED TAXABLE VALUATION PRIMARILY TO PAY FOR THE INCREASE IN DEBT SERVICE PAYMENTS (PRINCIPAL AND INTEREST) ASSOCIATED WITH THE ROAD BONDS.

With no objection Mayor Webster placed item #1 on the table for discussion.

Mayor Webster opened the Public Hearing at 7:07 p.m. to hear comments on the City Manager's proposal to increase the ad valorem tax rate from \$0.5383 to \$0.6145 per \$100.00 of assessed taxable valuation for Fiscal Year 2015-16. This is an increase of \$0.0762 per \$100.00 of assessed taxable valuation primarily to pay for the increase in debt service payments (principal and interest) associated with the road bonds.

Roy Burke of Plum Creek said that our town is over-taxed and that our debt will never be paid off because our population can't support it. He said it is Council's job is to ensure that the standard of living is acceptable for its citizens. He asked at what point are we going to turn around rather than keep going toward the edge of the waterfall.

Janis Payne of 251 Blue Stem, resident of Kyle for 9 years, Hays County for 30 years. She asked why the city wants accelerated growth.

Sue Ballarini said there is no direct road to HEB – she has to drive five miles to arrive 2 blocks away. She says to take the money for the Road Bond because it was approved. She said we don't have [public] transportation and there is a need for that, even if it's only a couple of routes.

Mattie Welch stated she grew up in Kyle. She asked the council if there is another way to get the funds needed without raising taxes. She says there has to be some stabilization, and there has to be some other way to get the money other than raising taxes. She asked the Council what they can do to consider the people and help the ones who cannot help themselves.

Mildred Taylor of Silverado subdivision, and agreed with Ms. Welch and the others and stated she lives here, is retired and is a senior citizen. She wants to see the City concerned about its seniors. She said that seniors need attention, along with those that are disabled and those who cannot purchase cars. She is concerned because she is a widow now and she wants to be able to keep her home. She said we need the roads, traffic is getting bad. The seniors and disabled people need to be looked after and taken care of.

Allison Pflaum of Plum Creek asked about the Special Road Tax on her Hays County Appraisal. Mayor said that is a County tax and doesn't go to the City. She asked whether Council knows how much was taken in from the 2014 tax rolls. Finance Director Moheet replied that 4.3 million was received for Maintenance and Operations and 4.6 million was received in INS. She asked if we stayed at the current rate, what was expected for 2015. Mr. Moheet said 53.83 cents

## CITY COUNCIL SPECIAL MEETING

August 19, 2015 – Page 3

Kyle City Hall

it would be \$10,675,000. At the new rate it would be \$12.18 million. Ms. Palm said that would be an approximate 1.5 million difference. She said she is coming from a real estate background and tenants cannot afford rents because landlords are having to raise rent because property values went up. She said people are being forced out and that we all saw our property values go up a lot. With that, she said, more taxes will be paid, and she thinks adding a tax increase on top of it is excessive at this point. She asked for Council to wait and see the position we're in in the next year and then consider an adjustment.

Sue Ballerini asked what the difference is for businesses versus residents on the tax rate. Mayor responded that it's the same rate for both businesses and residents. She said that in other places the rate for residents would go down and businesses would pay more. She said if we bring more businesses in then there will be more taxes paid, so wouldn't the residents' tax obligation go down? Mayor said yes, that is correct. She says in the endeavor to increase business growth, the needs of the people are not taken in consideration. She wanted to know who decides what businesses we attract. Council member Tenorio recommended she contact Diana Torres and the Chamber of Commerce, and stated that the task for the evening was to discuss the tax rate.

Leslie Perry of the Trails across the highway asked about the 85/15 split. Mayor said it's a percentage of residential/commercial tax valuation. She asked which valuation is looked at in estimating tax revenues. Mayor said Certified Tax Roll. She continued that the tax base has significantly increased, therefore revenue will increase significantly. Mayor says that the voters approved up to a 22 cent increase in ad valorem tax rates for the road bond. He said the valuation increases have driven down the increase to pay for the road bonds. She asked if there was a rate increase on maintenance and operations. Mayor said there is no rate increase on maintenance and operations in the tax rate proposal.

Janis Payne said that she is a stay at home mom and is on a fixed income. Her family did not get a 26% budget increase this year, so the increase for the city means something to her. She challenged the council to go through the budget thoroughly to find things that aren't necessary this year. She has issues with getting rid of Economic Development items because that is to bring money in.

Councilmember Hervol spoke about the citizen survey that was sent out by the City Manager early in the year which asked the citizens what was important to them. She said that priority was given to the Police Department and the Fire Department, and that Council just needs to hear from more of the citizens. She thanked the citizens who came for the Public Hearing.

Allison Pflaum said that the tax rate increase is to service the debt. She posed that if she doesn't accept the tax increase then there won't be cops or safety. Mayor says that is not the case. He explained that the additional services, including the new officers 3 patrol officers and one sergeant, are funded from the extra expected general revenue. She then asked without the tax rate increase, whether there is money in the budget. Mayor responded that we would have to eliminate multiple necessary positions that would set the City in regress. Mayor explained that we have a lower tax increase than we would have had but for the increased sales tax revenue.

## CITY COUNCIL SPECIAL MEETING

August 19, 2015 – Page 4

Kyle City Hall

Mayor Pro Tem Wilson spoke on basics saying that we have to have sewer and we have to meet minimum standards. He said the purchase of our sewer plant is going to reduce our costs long-term. He continued that Safety – EMS, Police, Fire – is a have to, that we have to keep our citizens safe. He also said we need to take care of our staff. He put value on experienced staff.

Councilmember Tenorio ask asked whether the documents are available online, including the new positions. She said for the citizens to go to the website and look at the information because nothing is hidden.

Denise Quinterri spoke saying she keeps hearing about saving money in the long run. She asked when that is going to happen. She said there are many more businesses than when she got here, and more businesses mean more money. She said she keeps seeing more apartments going up and asked what the point of all the growth is if people can't afford their homes anymore. She said it doesn't make sense for the homeowners to have to pay more to bring in more growth. She said with hundreds of homes and businesses coming in, and with the property value increase, and now the tax rate increase, she asked how it's going to cost more. She said eventually the growth will stop because people won't be able to afford to live here, or all low-income people will be forced out. She wants Council to think creatively and the burden to be taken off the homeowners. She suggested taxing RV tenants, developers. She said stopping development would cause less need for new schools and less need for new roads.

Mayor asked about the savings from refinancing the bonds. Finance Director Moheet responded a savings of \$2 million was the benefit of refinancing the bonds. Mayor asked him to quantify the savings on the bonds for the roads. Mr. Moheet said that the payments at this time for getting one bond every two years may have been approximately 1/5 of what they are from getting the bonds all at one time, but it would have caught up and surpassed our payments over time, and we would pay more in interest by doing one at a time. Mayor spoke about the impact of inflation and the increase in construction costs.

Councilmember Tenorio stated that one cent equates to \$200,000. She went on that if we were to cut \$1,000,000 that would be 5 cents on the tax rate.

Roy Burke spoke about incentives to large businesses and wanted to know what the city is saddled with to get those here. Mayor spoke about incentive to Seton, and that Seton sold property to the neighboring businesses. The tax abatement was part of the original incentive package with Seton. Mayor Pro Tem Wilson spoke about the Chamber of Commerce Luncheon related to putting Kyle on the map. He spoke about the Shop Kyle App through the Economic Development Department. Mr. Burke said we have given up so much to these businesses that weren't even from here and bring in their own people, and they negotiate to get whatever they want, with little benefit to the City. He asked that Council hold back some in the future.

Bruce Gilson said he commends the Council for struggling with the budget. He mentioned that we have to all work together through this challenge.

With no one else wishing to speak Mayor Webster closed the Public Hearing at 9:51 p.m.

CITY COUNCIL SPECIAL MEETING

August 19, 2015 – Page 5

Kyle City Hall

ADJOURN

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

The City Council meeting adjourned at 8:51 p.m.

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R. Todd Webster, Mayor

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Attest: Amelia Sanchez, City Secretary





# CITY OF KYLE, TEXAS

Meeting Date: 9/1/2015  
Date time: 7:00 PM

## Cypress Forest - Annexation

**Subject/Recommendation:** Hold the second of two state-mandated Public Hearings for the possible extension of the Kyle municipal boundaries by the annexation of approximately 135.78 acres. (Cypress Forest Annexation). ~  
*Howard J. Koontz, AICP, Director of Planning and Community Development*

- **PUBLIC HEARING**

**Other Information:** This item is the first of two, state-mandated Public Hearings related to the annexation of a tract or parcel located adjacent to the corporate limits of a home rule city.

Scott Felder Homes plans a residential home development on 135.78 acres, located roughly on the northwest corner of the intersection of West Center Street and North Old Stagecoach Road. The property also fronts a portion of the north side of Cypress Road.

Coincident to this application for annexation, the applicant also seeks the inaugural zoning classification of R-1-2. That separate item will come before the Mayor and City Council in September 2015.

The schedule for this annexation process is:

1. First Public Hearing: August 18, 2015
2. Second Public Hearing: September 1, 2015
3. First Reading of the Annexation Ordinance: September 15, 2015
4. Second Reading of the Annexation Ordinance: October 6, 2015

**Legal Notes:** N/A

**Budget Information:** N/A

**Attachments / click to download**

 [Project Location Map](#)

 [Application](#)

 [Letter of Request](#)

 [Field Notes](#)

 [Deed](#)

 [Staff Memo](#)

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# CITY OF KYLE

## Community Development Department

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### **MEMORANDUM**

To: Kyle Mayor and City Council

From: Howard Koontz, Community Development Director

Date: 8/18/2015

Subject: **First Public Hearing for the Proposed Expansion of the Municipal Corporate Limits of the City of Kyle by Annexation of 135.78 Acres**

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This item is the first of two, state-mandated Public Hearings related to the annexation of a tract or parcel located adjacent to the corporate limits of a home rule city.

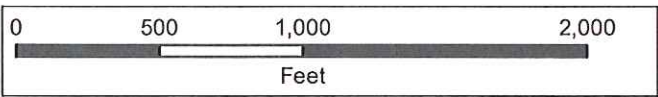
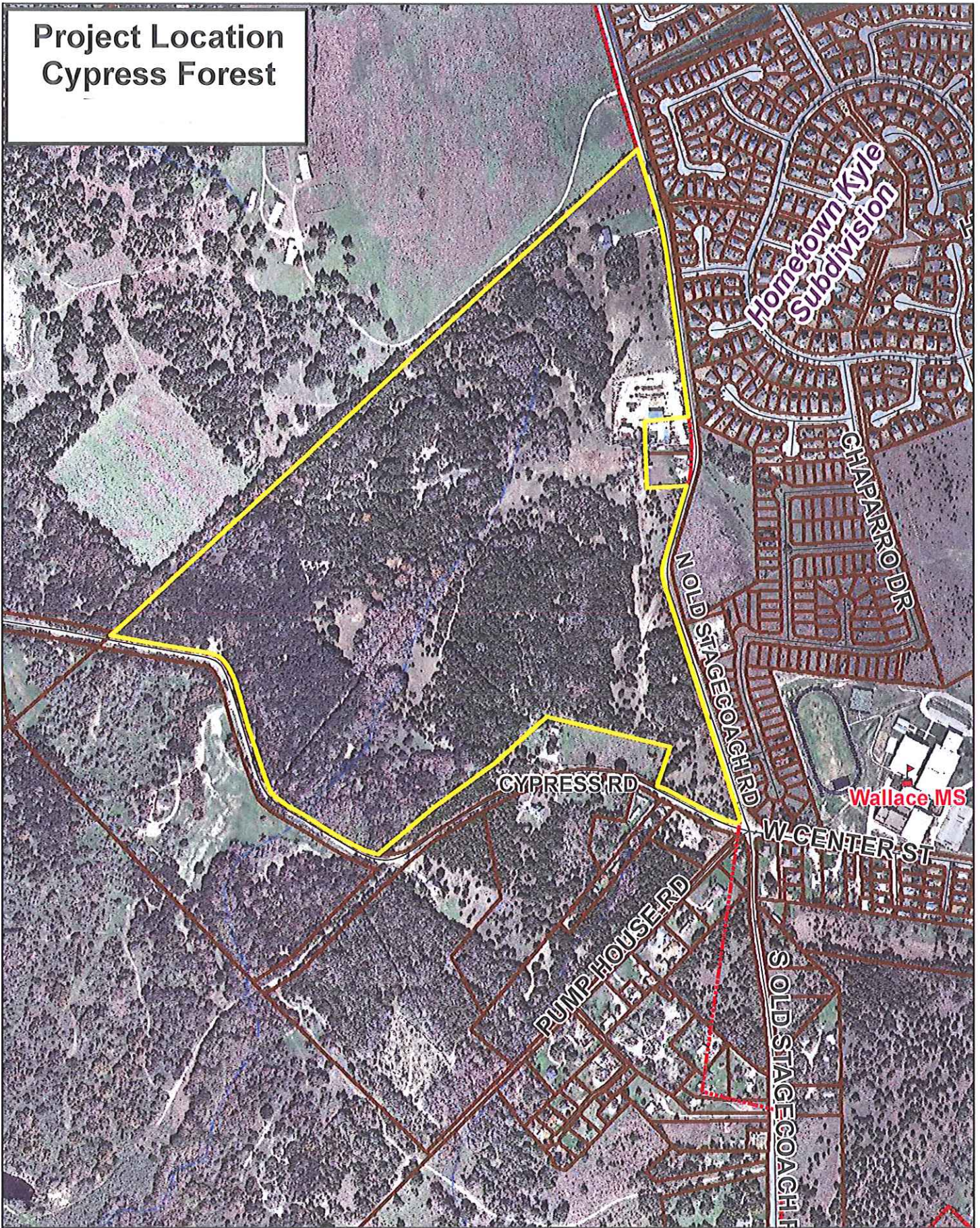
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Coincident to this application for annexation, the applicant also seeks the inaugural zoning classification of R-1-2. That separate item will come before the Mayor and City Council in September 2015.

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# Project Location Cypress Forest



 Property Location

 Parcel Lines

# APPLICATION & CHECKLIST – VOLUNTARY ANNEXATION APPLICATION

Project Name/Address: CYPRESS FOREST

5/27/15

(Submittal Date)

## REQUIRED ITEMS FOR SUBMITTAL PACKAGE:

The following items are required to be submitted to the Planning Department in order for the application to be accepted for review.

- 1. Letter requesting annexation, signed and dated by all property owners and detailing the following information:
  - a. The name of the property owner(s)
  - b. The street address of the property
  - c. Tax appraisal district property ID number(s)
  - d. Acknowledgement that the property is contiguous to the current city limits.
  - e. Identify the number of residents living on the property.
  - f. Current use of the property.
  - g. Proposed use of the property
- 2. Map of the subject property
- 3. A legal description of the property (including a survey, field notes or legal description – subdivision, lot, and block) - label as Exhibit A.
- 4. Ownership Documents. Clean copy of recorded warranty deed or other document(s) conveying ownership of all the property to be annexed. If the property is owned by a partnership, corporation, trust, or other entity, documents demonstrating signatory's authority to sign Petition on behalf of entity must be included.
- 5. Application Fee: \$850.00 + \$190.21 (Newspaper Notification Fee)

## Property Information

Owners: Scott Felder Homes LLC

Address: 6414 River Place Blvd, Ste. 100, Austin, TX 78730

Phone: (512) 418-5400 Email: \_\_\_\_\_

Acreage: 132.59 Property ID (R#) R16956

Legal Description: See attached field notes

Number of lots and proposed use: Single Family Residential, Retail and Services

Agent: TEXAS ENGINEERING SOLUTIONS, LLC

Phone: (512) 904-0505

Email: [jhagen@TXENGS.COM](mailto:jhagen@TXENGS.COM)

Fax Number: (512) 904-0509

**Please Note:** The signature of owner authorizes City of Kyle staff to visit and inspect the property for which this application is being submitted. The signature also indicates that the applicant or his agent has reviewed the requirements of this checklist and all items on this checklist have been addressed and complied with. Note: The agent is the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the agent. If no agent is listed, the owner will be considered the agent.

(Check One:)

I will represent my application before city staff and the City Council.

I hereby authorize the person named below to act as my agent in processing this application before city staff and city council.

Scott Felder Homes

(512)

Owner's Name (printed)

Phone

Fax

6414 River Place Blvd., Ste. 100

AUSTIN

TX

78730

Owner's Address

City

State

Zip

Owner's Signature

Date

Email Address

Agent's Name: James Hagen P.E.

Company: TEXAS ENGINEERING SOLUTIONS, LLC

Mailing Address: 5000 BEE CAVES RD., STE 206 AUSTIN

TX

78746

Street

City

State

Zip

(512) 904-0505

(512) 904-0509

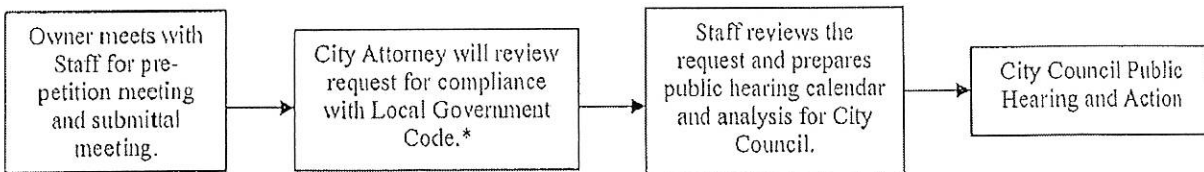
jhagen@TXENGS.COM

Phone

Fax

Email address

### GENERAL PROCESS



*\*If the City Attorney determines the requested annexation does not meet the requirements of the local government code the applicant will be notified in writing and the request for annexation will not proceed.*

REQUEST FOR ANNEXATION OF SPARSELY POPULATED AREAS  
BY THE OWNER(S) OF AREA

TO THE HONORABLE MAYOR AND CITY COUNCIL  
OF THE CITY OF KYLE, TEXAS:

The undersigned owners of the hereinafter described tract of land, pursuant to Texas Local Government Code Section 43.028, hereby petition the City of Kyle to extend the present City Limits so as to include as a part of the City that certain tract of land described in Exhibit "A" attached hereto and made a part hereof.

The undersigned owners hereby certify that:

- (1) The tract of land described in Exhibit "A" is located contiguous and adjacent to the existing corporate limits of the City of Kyle, Texas; and
- (2) The tract of land described in Exhibit "A" is one-half (1/2) mile or less in width; and
- (3) The tract of land described in Exhibit "A" is vacant and without residents, or on which less than three (3) qualified voters reside; and
- (4) This petition is signed and duly acknowledged by each and every individual or corporation having a proprietary interest in said land.

Steven Krasoff  
NAME (PRINT)

2/26/15  
DATE

[Signature]  
SIGNATURE

(ACKNOWLEDGEMENT)

STATE OF TEXAS §  
COUNTY OF Travis §

This instrument was acknowledged before me on the 26<sup>th</sup> day of February, 2015, by  
Steve Krasoff



[Signature]  
Notary Public, State of Texas

List all qualified voting age persons living on each tract of land. *Per state law, in order for an area to be eligible for annexation by petition of the land owners, the area must be vacant or inhabited by fewer than three (3) qualified voters.*

<u>Tract #</u>	<u>Name</u>	<u>Mailing Address</u>



# TEXAS ENGINEERING SOLUTIONS

5000 Bee Caves Rd, Suite 206  
Austin, Texas 78746  
P: (512) 904-0505  
F: (512) 904-0509



TBPE Firm #11206

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Planning Department  
City of Kyle  
100 W. Center St.  
Kyle, TX 78640

March 27, 2015

**RE: Letter of Intent for Annexation; Cypress Forest Project in the City of Kyle ETJ, Hays County**

To whom it may concern:

On behalf of the owner, Texas Engineering Solutions has provided the City of Kyle's Planning Department with an application for annexation of one tract of land. The Hays County tax identification parcel number is R16956, owned by KY-TEX Properties.

The property proposed for annexation is contiguous to the current city limits and is composed of approximately 132.59 acres. The tract is currently undeveloped with no residents living on the property.

The applicant reserves the right to pull this annexation application from consideration at any time during the proceedings. With this signed petition for voluntary annexation, the landowner understands that construction of any capital improvements necessary for development on the property will not be the responsibility of the City of Kyle if approved for annexation; rather, such improvements will occur through non-City financial assistance through subdivision and construction process.

If you should have any questions pertaining to this application or if you need further explanation, please feel free to call me at (512) 904-0505.

Sincerely,

A handwritten signature in blue ink, appearing to read 'James T. Hagen', is written over the typed name below.

James T. Hagen, P.E.  
Texas Engineering Solutions  
TBPE Firm #11206

**DESCRIPTION OF A 132.59 ACRE TRACT, PREPARED BY DELTA SURVEY GROUP INC. IN FEBRUARY 2015, LOCATED IN THE JOHN PHARASS SURVEY, ABSTRACT NUMBER 361, HAYS COUNTY, TEXAS, SAID 132.59 ACRE TRACT BEING A REMAINDER OF A CALLED 135.78 ACRE TRACT OF LAND DESCRIBED IN VOLUME 254, PAGE 848, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS, SAID 132.59 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a ½ inch iron rod found in the north right-of-way line of Cypress Road (right-of-way varies) for the most southerly southeast corner of said 135.78 acre tract, same being the most southerly corner of the herein described 132.59 acre tract of land, for the **POINT OF BEGINNING**;

**THENCE** with the north right-of-way line of Cypress Road, same being the south line of said 135.78 acre tract, N66°47'41"W, a distance of 464.63 feet to a ½ inch iron rod with "Delta Survey" cap set for the southeast corner of a 4.78 acre tract of land described in Volume 4719, Page 166, Official Public Records, Hays County, Texas;

**THENCE** leaving the north right-of-way line of Cypress Road, with the east, north and west lines of said 4.78 acre tract, same being south lines of said 135.78 acre tract the following three (3) courses and distances:

1. N18°25'46"E a distance of 218.68 feet, to a ½ inch iron rod with "Delta Survey" cap set,
2. N76°35'41"W a distance of 683.33 feet, to a ½ inch iron rod with "Delta Survey" cap set, and
3. S45°04'19"W a distance of 426.01 feet, to a 20 inch Live Oak found for the southwest corner of the said 4.78 acre tract, same being a south corner of the said 135.78 acre tract, and also being in the north line of an undefined tract of land (no record ownership or deed reference found);

**THENCE** with the north lines of said undefined tract, same being the south lines of said 135.78 acre tract the following five (5) courses and distances:

1. S59°45'22"W a distance of 97.79 feet, to a nail found in a 29 inch Live Oak,
2. S47°28'53"W a distance of 371.25 feet, to a ½ inch iron rod found,
3. S52°39'52"W a distance of 14.33 feet, to a ½ inch iron rod found,
4. S59°09'02"W a distance of 164.78 feet, to a ½ inch iron rod found, and
5. S67°49'19"W a distance of 74.92 feet, to a ½ inch iron rod with "Delta Survey" cap set in the north ROW line of said Cypress Road, same being a south line of said 135.78 acre tract;

**THENCE** with the north ROW lines of said Cypress Road, same being the south lines of said 135.78 acre tract the following nine (9) courses and distances:

1. N70°08'41"W a distance of 96.94 feet, to a ½ inch iron rod with "Delta Survey" cap set,
2. N64°30'41"W a distance of 79.56 feet, to a ½ inch iron pipe found,
3. N49°42'54"W a distance of 145.14 feet, to a ½ inch iron rod with "Delta Survey" cap set,
4. N47°57'54"W a distance of 437.25 feet, to a ½ inch iron rod with "Delta Survey" cap set,
5. N16°49'54"W a distance of 516.28 feet, to a ½ inch iron rod with "Delta Survey" cap set,
6. N35°14'54"W a distance of 48.31 feet, to a ½ inch iron rod with "Delta Survey" cap set,
7. N56°57'54"W a distance of 49.88 feet, to a ½ inch iron rod found,
8. N80°26'19"W a distance of 476.41 feet, to a ½ inch iron rod found, and
9. N41°17'19"W a distance of 155.64 feet, to a ½ inch iron rod with "Delta Survey" cap set in the east line of that 195.14 acre tract described in a deed to The State of Texas Permanent School Fund, and recorded in Volume 2965, Page 484, Official Public Records, Hays County, Texas, same being the west line of the said 135.78 acre tract;

**THENCE** with the east line of said 195.14 acre tract, same being the west lines of said 135.78 acre tract the following six (6) courses and distances:

1. N48°29'30"E a distance of 1587.53 feet, to a ½ inch iron rod found,
2. N48°25'30"E a distance of 428.87 feet, to a ½ inch iron rod with "VICKERY" cap found,
3. N25°26'19"E a distance of 39.38 feet, to a mag nail in fence post found,
4. S49°05'26"E a distance of 34.30 feet, to a mag nail in fence post found,
5. N48°35'06"E a distance of 1583.28 feet, to a mag nail in fence post found, and
6. S61°06'30"E a distance of 48.98 feet, to a ½ inch iron rod found in the west ROW line of County Road 136 (Old Stagecoach Road) (ROW varies), same being the northeast corner of said 135.78 acre tract;

**THENCE** with the west ROW line of said Old Stagecoach Road, same being the east line of said 135.78 acre tract, S16°45'08"E a distance of 258.55 feet, to a ½ inch iron rod with "Delta Survey" cap set for the northeast corner of that 1.00 acre tract described in a deed to Clifton L. Oswalt and recorded in Volume 398 Page 265, Real Property Records of Hays County, Texas;

**THENCE** leaving said ROW and with the north and west lines of said 1.00 acre Oswalt tract, and the west and south lines of that 0.12 acre tract described in a deed to Clifton L. Oswalt and recorded in Volume 592 Page 807, Real Property Records of Hays County, Texas, the following three (3) courses and distances:

1. S73°14'47"W a distance of 350.00 feet, to a ½ inch iron rod with "Delta Survey" cap set,
2. S16°45'09"E a distance of 139.46 feet, to a ½ inch iron rod with "Delta Survey" cap set, and
3. N73°14'49"E a distance of 347.70 feet, to a ½ inch iron rod with "Delta Survey" cap set in the west ROW line of said Old Stagecoach Road;

**THENCE** with the west ROW line of said Old Stagecoach Road, same being the east line of said 135.78 acre tract, S08°02'02"E a distance of 955.72 feet, to an iron rod with "BYRN" cap found for the northeast corner of that 0.615 acre tract conveyed to Martha Prado and recorded in Volume 2257 Page 881, Official Public Records, Hays County, Texas and last described in Volume 729 Page 644, Real Property Records, Hays County, Texas;

**THENCE** with the perimeter of said 0.615 acre Prado tract and a 1.86 acre tract described in a deed to Audrey Oswalt and recorded in Volume 398 Page 261, Real Property Records, Hays County Texas the following six (6) courses and distances:

1. S81°40'28"W a distance of 232.43 feet, to a ½ inch iron rod with "Delta Survey" cap set
2. S02°39'28"E a distance of 101.12 feet, to a calculated point for the west common corner of the said Prado and Oswalt tract,
3. S03°12'57"E a distance of 30.41 feet, to a calculated point,
4. S02°06'24"E a distance of 47.02 feet, to a fence post found,
5. S02°47'36"E a distance of 157.50 feet, to a ½ inch iron rod found, and
6. N87°19'33"E a distance of 203.13 feet, to a ½ inch iron rod found for the southeast corner of said Oswalt tract, same being in the west ROW line of said Old Stagecoach Road;

**THENCE** with the west ROW line of said Old Stagecoach Road, same being the east line of said 135.78 acre tract the following four (4) courses and distances:

1. S16°08'07"W a distance of 474.58 feet, to a ½ inch iron rod with "Delta Survey" cap set,
2. S11°17'39"E a distance of 40.97 feet, to a ½ inch iron rod found,
3. S18°34'03"E a distance of 1287.66 feet, to a ½ inch iron road found, and

132.59 ACRES  
JOHN PHARASS SURVEY  
ABSTRACT NO. 361  
HAYS COUNTY, TEXAS

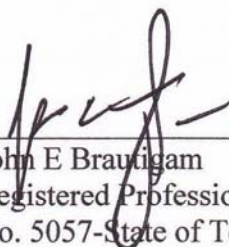
4 of 4

4. S56°24'24"W a distance of 10.77 feet, to the **POINT OF BEGINNING** and containing 132.59 acres, more or less.

**BEARING BASIS:** TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD 83/HARN

I, John E Brautigam, hereby certify that the forgoing description represents an on-the-ground survey performed under my direct supervision during February 2015, and is true and correct to the best of my knowledge and belief.

Date: 02-16-15

  
\_\_\_\_\_  
John E Brautigam  
Registered Professional Land Surveyor  
No. 5057-State of Texas



Delta Survey Group, Inc.  
8213 Brodie Lane, Suite 102  
Austin, Texas 78745  
TBPLS Firm No. 10004700

254 848  
 STATE OF TEXAS  
 COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

7967 /

That we, Franklin Jordan of the County of Tom Green and State of Texas, and Arthur C. Jordan of the County of Dallas and State of Texas, for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable considerations to us in hand paid by Ky-Tex Properties, Inc., a Texas Corporation with office and place of business in Kyle, Texas, the receipt whereof is hereby acknowledged and confessed and for which no lien, express or implied, is retained, and the further consideration of the assumption by the said Ky-Tex Properties, Inc., effected by the acceptance of this conveyance, of all ad valorem taxes levied and assessed for the year of 1972 against the premises conveyed hereby, have granted, sold and conveyed, and by these presents do grant, sell and convey, unto the said Ky-Tex Properties, Inc., subject to said taxes and the hereinafter mentioned easement, all of that certain real property lying and being situated in Hays County, Texas,

to-wit:

TRACT ONE

135.78 acres of land, 109.78 acres being a portion of the John Pharass Survey #13, Abstract #361, and 26.00 acres being a portion of the Samuel Pharass Survey #14, Abstract #360, in Hays County, Texas, said 135.78 acre tract being a portion of that 67½ acre tract designated as First Tract and a portion of a 206½ acre tract designated as Second Tract, as conveyed in a deed from Bernard Kuhn, et ux, to Franklin Jordan and wife, Bernice T. Jordan, as recorded in Volume 202, Page 412, Hays County Deed Records, and a one half interest in said tracts as conveyed in a deed from Franklin Jordan and wife, Bernice T. Jordan, to Arthur C. Jordan as recorded in Volume 223, Page 574, Hays County Deed Records, as surveyed for Franklin Jordan and Arthur C. Jordan by Forrest B. Scott, Registered Public Surveyor, Austin, Texas. Said 135.78 acres of land being described more particularly by metes and bounds as follows:

BEGINNING at an iron stake at corner of fence for the Southwest corner of that 206½ acre tract of land designated as Second Tract in a deed from Bernard Kuhn, et ux, to Franklin Jordan and wife, Bernice T. Jordan, as recorded in Volume 202, Page 412, Hays County Deed Records;

THENCE with the Northwest line of the said 206½ acre Second Tract, as found fenced and used upon the ground, courses numbering 1-6 inclusive, as follows:

- (1) N. 50° 32' E. 1588.94 feet to an iron stake;
- (2) N. 50° 33' E. 420.55 feet to an iron stake;
- (3) N. 27° 18' E. 50.08 feet to an iron stake;
- (4) S. 41° 53' E. 40.20 feet to an iron stake;
- (5) N. 50° 32' E. 1572.07 feet to an iron stake;
- (6) N. 52° 07' E. 21.98 feet to an iron stake;

THENCE S. 48° 29' E. 46.62 feet to an iron stake in the West line of the Old San Marcos-Austin Road;

THENCE with the West lines of the Old San Marcos-Austin Road, as fenced and used upon the ground, courses numbering 1-6, inclusive as follows:

- (1) S. 14° 41' E. 382.58 feet to an iron stake;
- (2) S. 6° 00' E. 1097.20 feet to an iron stake;
- (3) S. 2° 01' W. 136.75 feet to an iron stake;

vol. 254 no. 849

- (4) S. 18° 01' W. 577.80 feet to an iron stake;
- (5) S. 9° 24' E. 40.97 feet to an iron stake;
- (6) S. 16° 30' E. 1287.26 feet to an iron stake;

THENCE S. 58° 27' W. 11.41 feet to an iron stake in the Northeast line of West Center Street;

THENCE with the Northeast line of West Center Street, as found fenced and used upon the ground, N. 64° 44' W. 468.06 feet to an iron stake found;

THENCE with a fence, N. 21° 09' E. 218.92 feet to an iron stake found at corner of fence;

THENCE continuing with a fence, N. 74° 32' W. 682.19 feet to an iron stake at corner of fence;

THENCE continuing with the meanders of a fence, courses numbering 1-8 inclusive, as follows:

- (1) S. 47° 08' W. 427.34 feet to an iron stake;
- (2) S. 61° 35' W. 97.82 feet to a 60d nail in a 28 inch Live Oak tree;
- (3) S. 49° 40' W. 370.90 feet to an iron stake;
- (4) S. 53° 29' W. 14.52 feet to an iron stake;
- (5) S. 61° 13' W. 166.97 feet to an iron stake;
- (6) S. 69° 49' W. 74.91 feet to an iron stake;
- (7) N. 68° 09' W. 96.92 feet to an iron stake;
- (8) N. 62° 31' W. 79.55 feet to an iron stake found in the Northeast line of the Kyle-Nance Road;

THENCE with the Northeast lines of the Kyle-Nance Road, as fenced and used upon the ground, courses numbering 1-6 inclusive, as follows:

- (1) N. 47° 40' W. 145.23 feet to an iron stake found;
- (2) N. 45° 55' W. 437.52 feet to an iron stake found;
- (3) N. 14° 47' W. 516.59 feet to an iron stake found;
- (4) N. 33° 12' W. 48.34 feet to an iron stake found;
- (5) N. 54° 55' W. 49.91 feet to an iron stake found;
- (6) N. 78° 24' W. 477.09 feet to an iron stake at corner of fence;

THENCE continuing with said fence, N. 39° 15' W. 155.86 feet to the PLACE OF BEGINNING, containing 135.78 acres of land, surveyed November 3, 1972.

#### TRACT TWO

7.38 acres of land being a portion of the John Pharass Survey #13, Abstract #361, in Hays County, Texas, said 7.38 acre tract being a portion of that 67½ acre tract designated as First Tract and a portion of a 206½ acre tract designated as Second Tract, as conveyed in a deed from Bernard Kuhn, et ux, to Franklin Jordan and wife, Bernice T. Jordan, as recorded in Volume 202, Page 412, Hays County Deed Records, and a one half interest in said tracts as conveyed in a deed from Franklin Jordan and wife, Bernice T. Jordan, to Arthur C. Jordan as recorded in Volume 223, Page 574, Hays County Deed Records, as surveyed for Franklin Jordan and Arthur C. Jordan by Forrest B. Scott, Registered Public Surveyor, Austin, Texas. Said 7.38 acres of land being described more particularly by metes and bounds as follows:

BEGINNING at an iron stake for the Southwest corner of the herein described tract, and from said beginning iron stake an iron stake at the Southeast corner of that 135.78 acre tract this day surveyed for Franklin Jordan and Arthur C. Jordan bears S. 13° 43' E. 1040.31;

THENCE with the East lines of the Old San Marcos-Austin Road, courses numbering 1-6 inclusive, as follows:

- (1) N. 16° 11' W. 173.46 feet to an iron stake;
- (2) N. 12° 44' W. 68.37 feet to an iron stake;
- (3) N. 6° 32' W. 50.48 feet to an iron stake;
- (4) N. 5° 53' E. 52.18 feet to an iron stake;
- (5) N. 18° 00' E. 562.54 feet to an iron stake;
- (6) N. 4° 54' W. 163.07 feet to an iron stake found at the Northwest corner of the herein described tract;

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THENCE with a fence, S. 62° 37' E. 327.30 feet to an iron stake at corner of fence;

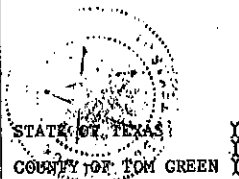
THENCE continuing with said fence, S. 0° 25' W. 677.33 feet to an iron stake at corner of fence;

THENCE continuing with said fence, S. 61° 45' W. 433.59 feet to the PLACE OF BEGINNING, containing 7.38 acres of land, surveyed November 3, 1972.

This conveyance is made subject to that electric power line easement in favor of the Pedernales Electric Cooperative, Inc., dated September 11, 1938, and of record in Volume 121, page 309, Hays County Deed Records.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Ky-Tex Properties, Inc., its successors and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend, all and singular the said premises unto the said Ky-Tex Properties, Inc., its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to the hereinabove mentioned taxes and easement.

Witness our hands on this the 17<sup>th</sup> day of November, 1972.



Franklin Jordan
Arthur C. Jordan

BEFORE ME, the undersigned authority, on this day personally appeared Franklin Jordan, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of November, 1972.

Notary Public in and for Tom Green County, Texas.



BEFORE ME, the undersigned authority, on this day personally appeared Arthur C. Jordan, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18th day of November, 1972.

Notary Public in and for Dallas County, Texas.

THE STATE OF TEXAS
COUNTY OF HAYS
I, LYDIA B. CLAYTON, Clerk of the County Court within and for the County and State aforesaid, do hereby certify that the within and foregoing instrument of writing with its Certificate of Authentication, was filed for record in my office on the 17th day of November A.D. 1972 at 11:00 o'clock A.M. and duly recorded on the 23rd day of November A.D. 1972 at 9:10 o'clock A.M. in the Deed Records of Hays County in Book Number 254 Page 850 Inclusive.
Witness my hand and seal of the County Court of Hays County, Texas, the date last above written.
Lydia B. Clayton, Clerk of the County Court within and for the County





# CITY OF KYLE, TEXAS

## Catalyst Commercial FY 2015-2016 Contract

**Meeting Date: 9/1/2015**  
**Date time: 7:00 PM**

**Subject/Recommendation:** Authorize execution of a 12-month professional services agreement with CATALYST COMMERCIAL, INC., Dallas, Texas, in an amount not to exceed \$22,000.00 to provide services related to developing commercial retail growth and recruitment strategies in the City of Kyle for the period October 1, 2015 through September 30, 2016. ~ *Diana Torres, Director of Economic Development*

**Other Information:**

**Legal Notes:**

**Budget Information:** The funding for this contract award is contingent on City Council's approval and adoption of the City's annual budget for Fiscal Year 2015-16.

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Attachments / click to download

[Catalyst FY15-16 Contract](#)

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

This Agreement (hereinafter “AGREEMENT”) is made by between the City of Kyle (hereinafter “CITY”), a Texas municipality organized under its home rule charter, and **Catalyst Commercial, Inc.**, (hereinafter "CONSULTANT") a Texas corporation, acting by and through its authorized representatives:

**RECITALS:**

**WHEREAS**, the CITY desires to have the **CONSULTANT** provide services related to retail recruitment for the City of Kyle, Texas (“SERVICES”); and

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

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

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

**A. TERM / TERMINATION**

1. The term of this **AGREEMENT** shall begin on October 1, 2015. This **AGREEMENT** shall continue until September 31, 2016, unless sooner terminated as provided herein. This Agreement may be automatically extended, upon election of the CITY on an annual basis, if so elected.
2. This Agreement may be terminated prior to the end of the term by either party, for any reason or for no reason, at any time upon thirty (30) days written notice by registered or certified mail, return receipt requested, addressed to the other party at the addresses listed below; provided, that in any such case, the **CONSULTANT** shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement.

**B. SCOPE OF SERVICES / RESPONSIBILITY OF THE PARTIES**

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

PROJECT: The Project is described as follows:

- a) **CONSULTANT** shall coordinate monthly conference calls to update the CITY of results and statistics of **CONSULTANT’S** efforts in Kyle.

b) Additional Research/Updates

(1) In collaboration with the CITY staff, CONSULTANT shall update a current inventory of major commercial properties to include current use(s) and occupancy status, availability for sale or lease, owner (and listing broker, if applicable), building condition, square footage and other applicable characteristics for Kyle.

(2) Maintain targeted list of national, regional and local retailers

ii) Update demographics;

iii) Create or update data needed to establish a market profile; and conduct a demand analysis to determine potential for additional retail.

d) Recruitment

i) Update strategy for attracting the appropriate retail to Kyle;

ii) Update marketing and leasing plan to implement the retail strategy;

iii) Update targeted retail marketing materials for each retailer that fit the retail profile of Kyle;

iv) Identify location and site preferences for national and chain retail stores: required gross leasable area, minimum frontage, parking requirements, traffic and access, demographic preferences, and desirable co-tenants;

v) Assess current property and retail space “readiness” to attract retailers; and as needed, CONSULTANT will make recommendations to the CITY and property owners on changes necessary in retail spaces to maximize retail opportunities.

vi) Assist the CITY staff with retail contacts and negotiations with property owners/retail prospects.

viii) Identify and provide a list of top developers, brokerage and leasing contacts in the Austin Region to the CITY for strategic retail recruitment efforts;

ix) Assist the CITY with ICSC meetings and collateral at Texas ICSC 2015 event and ReCon in Vegas in 2016

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

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

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

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

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

1. ICSC Texas 2015	\$1,500
2. ICSC Recon 2016	\$2,500
3. Recruitment 12 months at \$1,500/M	<u>\$18,000</u>
Total for SERVICES	\$22,000

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

CITY OF KYLE

CATALYST COMMERCIAL, INC  
a Texas Corporation

By: \_\_\_\_\_

By:  \_\_\_\_\_

Date: \_\_\_\_\_

Date: August 10, 2015 \_\_\_\_\_

CATALYST COMMERCIAL  
4307 Mckinney Avenue #13  
Dallas, Texas 75205



# CITY OF KYLE, TEXAS

## Billboard Ordinance

Meeting Date: 9/1/2015  
Date time: 7:00 PM

**Subject/Recommendation:**

*(Second 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; requiring a sign face exchange ratio for digital display signs; repealing the sunset clause for the sign face exchange ratio; repealing all conflicting Ordinances; and providing an effective date. ~ *Mario Perez, Building Official*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**Attachments / click to download**

- [Ordinance](#)
  - [Staff Memo](#)
-

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; REQUIRING A SIGN FACE EXCHANGE RATIO FOR DIGITAL DISPLAY SIGNS; REPEALING THE SUNSET CLAUSE FOR THE SIGN FACE EXCHANGE RATIO; REPEALING ALL CONFLICTING ORDINANCES; 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 November 6, 2013, the City Council for the City of Kyle enacted Ordinance No. 753, 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 29-17, "Sign regulations relating to commercial located on Interstate 35 sign category," of Chapter 29, "Sign Standards and Permits," "Kyle Code of Ordinances: Ordinance No. 753, Section 7, Subsection (f) "Sign face exchange ratio," is hereby amended, to read as follows:

f. Sign face exchange ratio.

~~1. For every one square foot of sign face modified to use CEVMS display technology, one square feet of detached off premises sign face area must be removed from within the city limits.~~

1. For every one (1) billboard face modified to use CEVMS display technology, four (4) existing billboard faces and related structure must be removed from within the city limits.

**SECTION 2.** That Section 29-17, “Sign regulations relating to commercial located on Interstate 35 sign category,” of Chapter 29, “Sign Standards and Permits,” “Kyle Code of Ordinances: Ordinance No. 753, Section 7, Subsection (n) “Sunset,” is hereby deleted in its entirety.

**SECTION 3.** That Chapter 29 of the Kyle City Code shall remain in full force and effect, save and except as amended by this ordinance.

**SECTION 4.** 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 5. LIABILITY AND RESERVATION OF SOVEREIGN IMMUNITY.** The provisions of this section shall not be construed as relieving or limiting in any way the responsibility or liability of any person erecting or owning any sign from personal injury or property damage resulting from the placing of the sign, or resulting from the negligence or willful acts of such person, or such person's agents, employees or workers, in the design, construction, maintenance, repair or removal of any sign erected in accordance with a permit issued under the provisions hereof. Nor shall it be construed as waiving sovereign immunity nor imposing upon the Town or its officers or employees, or the zoning commission any responsibility or liability by reason of the approval of any signs, materials, and devices herein.

**SECTION 7. SEVERABILITY.** If any provision of this code is found by a court of competent jurisdiction to be invalid or unconstitutional, or if the application of this code to any person or circumstances is found to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this code which can be given effect without the invalid or unconstitutional provision or application.

**SECTION 8. EFFECTIVE DATE.** That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Kyle, and it is accordingly so ordained.

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

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

**ATTEST:**

**CITY OF KYLE, TEXAS**

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

\_\_\_\_\_  
Todd Webster, Mayor





# CITY OF KYLE

## Community Development Department

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### **MEMORANDUM**

To: Kyle Mayor and City Council

From: Howard Koontz, Community Development Director

Date: 8/18/2015

Subject: **Proposed Text Change to Multiple Sections of Chapter 29, the City of Kyle Sign Ordinance, Specifically Related to 'Changeable Electronic Variable Message Sign Displays.'**

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### **ITEM DESCRIPTION**

Staff presents to the Mayor and City Council a proposal for two text amendments to the city's sign code. These changes alter the requirements for conversions to- or establishment of- changeable electronic variable message sign displays, and delete a sunset provision in the current sign code.

The two amendments in question are contained in §29-17(c)(7)(f)(1), and §29-17(c)(7)(n). The first change is presented pursuant to the request of the City Council, following discussion related to the matter at the regular August 4 meeting. The second change deletes the provision for the expiration of the terms in the first change. The "sunset clause" was originally inserted into the code because this changeable electronic message display regulation was initially a pilot program, intended to be evaluated at the end of 18 months. The clause is no longer relevant.

The sections to be changed read as follows:

## Conditions of the Zoning Ordinance

*Chapter 29, §29-17. - Sign regulations relating to commercial located on Interstate 35 sign category.*

...

(c) Regulations applicable to qualifying properties.

...

(7) Changeable electronic variable message sign display on certain existing off-premises signs.

...

f. Sign face exchange ratio.

~~1. For every one square foot of sign face modified to use CEVMS display technology, one square feet of detached off-premises sign face area must be removed from within the city limits.~~

1. For every one (1) billboard face modified to use CEVMS display technology, four (4) existing billboard faces and related structure must be removed from within the city limits.

*Chapter 29, §29-17(c)(7)(n)*

~~n. Sunset. This subsection (c)(7) expires in 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.~~

## ATTACHMENTS

- Ordinance change



# CITY OF KYLE, TEXAS

Meeting Date: 9/1/2015  
Date time: 7:00 PM

## Ypolita Cruz Saucedo - Rezone

### Subject/Recommendation:

*(Second Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 0.53 acres of land from Single Family Residential “R-1” to Retail Service District “RS” located at 713 and 715 N. Old Highway 81, in Hays County, Texas. (Alberto Saucedo, Sr. on behalf of Ypolita Cruz Saucedo, Z-15-007). ~ *Howard J. Koontz, AICP, Director of Planning and Community Development*

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

### Other Information:

The site is located just south of the northern terminus of South Old Highway 81, and contains two tax parcels with separate addresses, 713 and 715. The property, comprising 0.53 acres (23,086 square feet), is currently zoned R-1 (Single Family Residential), and is developed with two single family-style structures. The lot takes access from South Old Highway 81, on the east side of the property, very near where Old 81 and the I-35 southbound frontage road diverge. To the north is a restaurant at the corner of Old Highway 81 and Martinez Loop, zoned R-1 (Single Family Residential). The property to the west, a flag lot which takes access from a narrow access south of the subject site, is zoned CC (Community Commercial District). All the remaining properties to the south of the subject site are zoned R/S (Retail/Services District). The applicant seeks to rezone the parcel to R/S (Retail/Services District), a commercial zoning category for “the retail sale of goods and products to which value has been added on site, including sales of goods and services outside of the primary structure”.

### Conditions of the Zoning Ordinance

§53-1205 – Amendments

... (d) Referral of amendment to planning and zoning commission. Upon its own motion, a request by the planning and zoning commission, or the receipt of an administratively complete petition and application to zone or rezone a lot, tract or parcel of land, which petition and application has been examined and approved as to form by the city manager, shall be referred to the planning and zoning commission for consideration, public hearing, and recommendation to

the city council. The council may not enact a rezoning amendment until the planning and zoning commission has held a public hearing and made its recommendation to the city council, or has made a final vote on the matter without obtaining a majority, on the zoning or rezoning of the property.

(e) Action by the planning and zoning commission. The planning and zoning commission shall cause such study and review to be made as advisable and required, shall give public notice and hold a public hearing as provided by state law, and shall recommend to the council such action as the planning and zoning commission deems proper...

### **Comprehensive Plan Text**

The subject site is located in the 'Old Town Kyle' character area. In Old Town, it is recommended that the allowable zoning districts be limited to R-1-1, R-1-T, and NC.

Old Town "Character": "Development within the Old Town District follows the historic and regular street grid, which should be preserved while also encouraging appropriate infill development and redevelopment. Primary uses within this District are civic, specialty commercial, and residential. Significant features include I-35, the railroad, and the City Square. The Old Town District embodies the characteristics of a Rural Town Center through consistent community form, continuity, and scale. The scale of reference is a uniform Old Town block, reinforced by the regular street grid. In order to ensure smooth transitions and maintain this fabric, building height should not vary by more than two stories from the average height within any one block.

" Old Town "Intent": "As the historic core of Kyle, the Old Town District must be re-established as the central community of the City. Specialized commercial activity, appropriate to the function of this historic area, should be encouraged. The form of the District should also be preserved and promoted, especially the street grid and historic building stock. Overall, this District should offer both local service commercial activities and residential uses in order to create a lively and livable area. In order for the Old Town District to truly function as the center of Kyle, clear access must also be provided to communities, landscapes, and nodes in order to knit the City together in a legible system. Additionally, new development in the Old Town District should span I-35, creating greater east-west connections. Uses in the Old Town District are addressed in greater detail in the Downtown Revitalization Plan element of this Comprehensive Plan document."

### **Recommendation**

The area in question does not convey a residential sense of place, despite the presence of so much R-1 Single Family Residential zoning. With direct access to the southbound frontage road of I-35, and the expectation that this corridor will develop to serve both the I-35 Cover Memo motoring public and the uses appropriate for expected commercial

projects along the new Marketplace Avenue, the request should be considered favorably by the Commission.

### **Planning Commission**

At their regularly scheduled August 11 meeting, the Planning commission heard and deliberated the item at a Public Hearing. The commission recommended approval of the request, as presented, 5-0 (Wilson, Christie absent).

Attachments ·  
Application ·  
Overhead map of the subject vicinity

**Legal Notes:** N/A

**Budget Information:** N/A

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#### **Attachments / click to download**

- [Location Map](#)
  - [Application Packet](#)
  - [Staff Memo](#)
  - [Ordinance with Exhibits A & B](#)
-

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 0.53 ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL "R-1" TO RETAIL SERVICE DISTRICT "RS" , ON PROPERTIES LOCATED AT 713 AND 715 N. OLD HIGHWAY 81, IN HAYS COUNTY, TEXAS. (ALBERTO SAUCEDO, SR. ON BEHALF OF YPOLITA CRUZ SAUCEDO Z-15-007); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the zoning district map of the City of Kyle adopted in Chapter 53 (Zoning) be and the same is hereby amended to rezone approximately 0.53 acres from Single Family Residential "R-1" to Retail Service District "RS", on properties located at 713 and 715 N. Old Highway 81, and the property location map labeled Exhibit B.

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED ON FIRST READING by the City Council of Kyle at a regular meeting on the \_\_\_ day of \_\_\_\_\_, 2015, at which a quorum was

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

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

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Todd Webster, Mayor

ATTEST:

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

**EXHIBIT A**



All that certain real property lying and being situated in Hays County, Texas, out of the Z. Hinton Survey No. 12, Abstract No. 220, and a part of the tract of 20 acres of land described in and conveyed by that deed from Mrs. Meta Schmeltkopf, joined by her husband, A.L. Schmeltkopf, to Audelio Cortez, dated October 1, 1935, and recorded in Volume 110, Pages 248-249, Hays County Deed Records, to which deed and the said record thereof reference is here made and same made a part hereof for all pertinent purposes of aiding this description, the tract of land hereby conveyed being described by metes and bounds as follows:

BEGINNING at a point in the Southeast line of said 20 acre tract and Northwest line of Texas-U.S. Highway No. 81, also known as State Highway No. 2, North  $27^{\circ} 37'$  East 248 feet from the most Southern corner of said 20 acre tract for the most Southern corner of the tract hereby conveyed;

THENCE North  $27^{\circ} 37'$  East with said Southeast line of said 20 acre tract and Northwest line of said highway 118 feet to a point for corner as the most Eastern corner of the tract hereby conveyed;

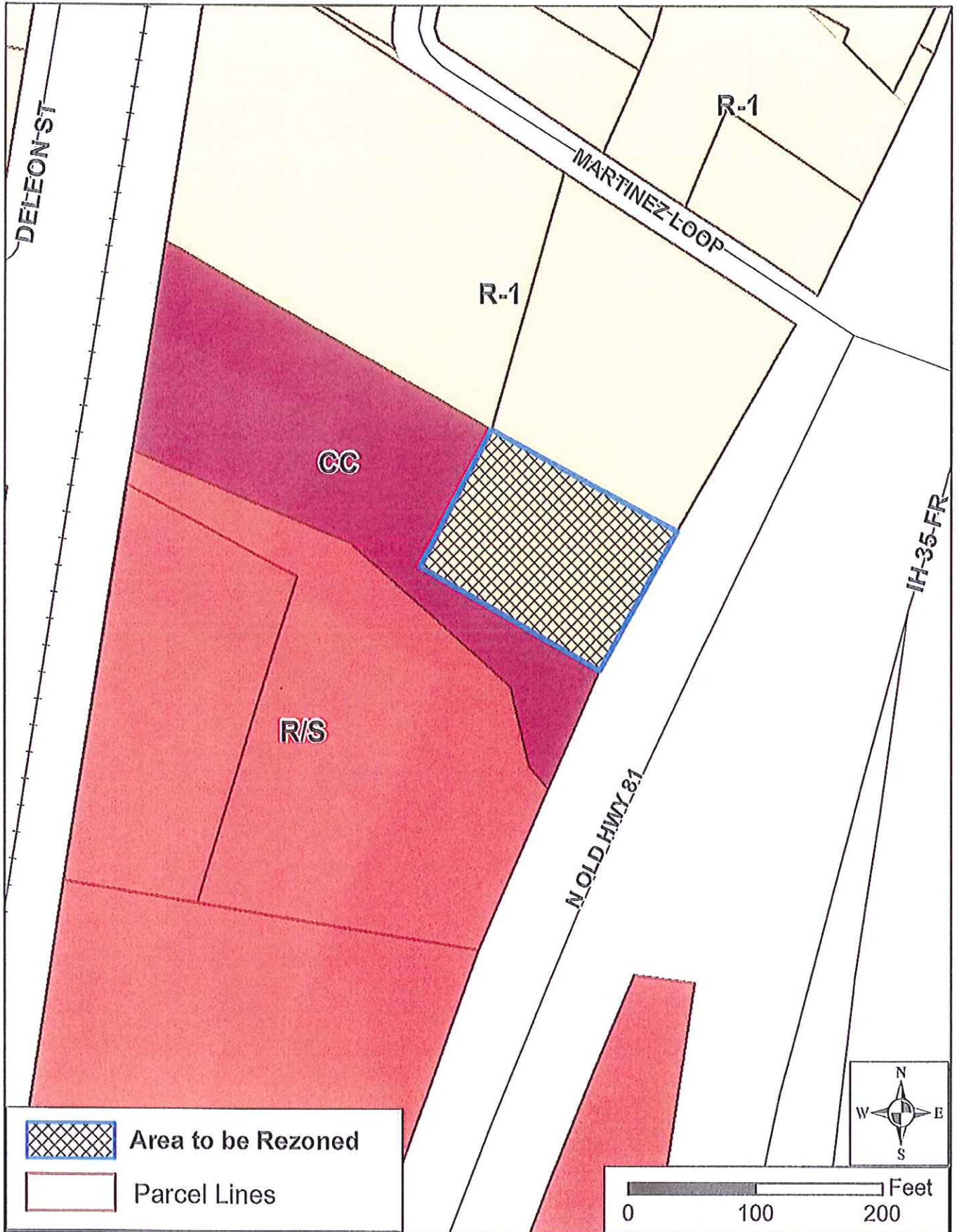
THENCE at right angle to said first drawn line in a Northwesterly direction 162 feet to a point for corner as the most Northern corner of the tract hereby conveyed;

THENCE South  $27^{\circ} 37'$  West and parallel with said first drawn line 118 feet to a point for corner for the most Western corner of the tract hereby conveyed;

THENCE at right angle to said last drawn line and parallel with the second drawn line 162 feet to the place of beginning.

Exhibit B

Z-15-007



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<b>Property Location</b>	<b>713 and 715 Old Highway 81 (R14807 &amp; R14851)</b>
<b>Owner/Petitioner</b>	<b>Ypolita Cruz Saucedo 311 South Rio Grande Street Lockhart, Texas 78644</b>
<b>Request</b>	<b>Rezone 0.53 acres from R-1 (Single Family) to R/S (Retail Services)</b>

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### Vicinity Map



The site is located just south of the northern terminus of South Old Highway 81, and contains two tax parcels with separate addresses, 713 and 715. The property, comprising 0.53 acres (23,086 square feet), is currently zoned R-1 (Single Family Residential), and is developed with two single family-style structures. The lot takes access from South Old Highway 81, on the east side of the property, very near where Old 81 and the I-35 southbound frontage road diverge. To the north is a restaurant at the corner of Old Highway 81 and Martinez Loop, zoned R-1 (Single Family Residential). The property to the west, a flag lot which takes access from a narrow access south of the subject site, is zoned CC (Community Commercial District). All the remaining properties to the south of the subject site are zoned R/S (Retail/Services District). The applicant seeks to rezone the parcel to R/S (Retail/Services District), a

commercial zoning category for “the retail sale of goods and products to which value has been added on site, including sales of goods and services outside of the primary structure”.

## **Conditions of the Zoning Ordinance**

### §53-1205 – Amendments

...

(d) Referral of amendment to planning and zoning commission. Upon its own motion, a request by the planning and zoning commission, or the receipt of an administratively complete petition and application to zone or rezone a lot, tract or parcel of land, which petition and application has been examined and approved as to form by the city manager, shall be referred to the planning and zoning commission for consideration, public hearing, and recommendation to the city council. The council may not enact a rezoning amendment until the planning and zoning commission has held a public hearing and made its recommendation to the city council, or has made a final vote on the matter without obtaining a majority, on the zoning or rezoning of the property.

(e) Action by the planning and zoning commission. The planning and zoning commission shall cause such study and review to be made as advisable and required, shall give public notice and hold a public hearing as provided by state law, and shall recommend to the council such action as the planning and zoning commission deems proper...

## **Comprehensive Plan Text**

The subject site is located in the ‘Old Town Kyle’ character area. In Old Town, it is recommended that the allowable zoning districts be limited to R-1-1, R-1-T, and NC.

Old Town “Character”: “Development within the Old Town District follows the historic and regular street grid, which should be preserved while also encouraging appropriate infill development and redevelopment. Primary uses within this District are civic, specialty commercial, and residential. Significant features include I-35, the railroad, and the City Square. The Old Town District embodies the characteristics of a Rural Town Center through consistent community form, continuity, and scale. The scale of reference is a uniform Old Town block, reinforced by the regular street grid. In order to ensure smooth transitions and maintain this fabric, building height should not vary by more than two stories from the average height within any one block.”

Old Town “Intent”: “As the historic core of Kyle, the Old Town District must be re-established as the central community of the City. Specialized commercial activity, appropriate to the function of this historic area, should be encouraged. The form of the District should also be preserved and promoted, especially the street grid and historic building stock. Overall, this District should offer both local service commercial activities and residential uses in order to create a lively and livable area. In order for the Old Town District to truly function as the center of Kyle, clear access must also be provided to communities, landscapes, and nodes in order to knit the City together in a legible system. Additionally, new development in the Old Town District should span I-35, creating greater east-west connections. Uses in the Old Town District are addressed in greater detail in the Downtown Revitalization Plan element of this Comprehensive Plan document.”

## **Recommendation**

The area in question does not convey a residential sense of place, despite the presence of so much R-1 Single Family Residential zoning. With direct access to the southbound frontage road of I-35, and the expectation that this corridor will develop to serve both the I-35 motoring public and the uses appropriate for expected commercial projects along the new Marketplace Avenue, the request should be considered favorably by the Commission.

## **Planning Commission**

At their regularly scheduled August 11 meeting, the Planning commission heard and deliberated the item at a Public Hearing. The commission recommended approval of the request, as presented, 5-0 (Wilson, Christie absent).

## **Attachments**

- Application
- Overhead map of the subject vicinity

**APPLICATION & CHECKLIST – ZONING CHANGE CITY OF KYLE**

Zoning: Ypolita Cruz Saucedo  
 (Name of Owner)

(Submittal Date) JUL 06 2015  
(2-15-007)

**INSTRUCTIONS:**

- Fill out the following application and checklist completely prior to submission.
- Place a check mark on each line when you have complied with that item.
- Use the most current application from the City's website at [www.cityofkyle.com](http://www.cityofkyle.com) or at City Hall. City ordinances can be obtained from the City of Kyle.

PLANNING DEPARTMENT

**REQUIRED ITEMS FOR SUBMITTAL PACKAGE:**

The following items are required to be submitted to the Planning Department in order for the Zoning Application to be accepted.

- 1. Completed application form with owner's original signature.
- 2. Letter explaining the reason for the request.
- 3. Application fee: \$428.06, plus \$3.62 per acre or portion thereof.

Newspaper Publication Fee: \$190.21

Total Fee: \$621.89

- 4. A map or plat showing the area being proposed for rezoning.
- 5. A clear and legible copy of field notes (metes and bounds) describing the tract (when not a subdivided lot).
- 6. Certified Tax certificates: County      School      City
- 7. Copy of Deed showing current ownership.

\*\*\* A submittal meeting is required. Please contact Debbie Guerra at (512) 262-3959 to schedule an appointment.

1. **Zoning Request:**  
 Current Zoning Classification: R-1  
 Proposed Zoning Classification: R/S  
 Proposed Use of the Property: \_\_\_\_\_  
 Acreage/Sq. Ft. of Zoning Change: .53

2. **Address and Legal Description:**  
 Provide certified field notes describing the property being proposed for rezoning.  
 Provide complete information on the location of the property being proposed for rezoning.  
 Street Address: 713 + 15 Old Highway 81  
 Subdivision Name/Lot & Block Nos.: \_\_\_\_\_

Property Recording Information:  
Volume/Cabinet No. \_\_\_\_\_

Hays County

Page/Slide No. \_\_\_\_\_

**3. Ownership Information:**

Name of Property Owner(s):

Ypolita Cruz Saucedo

(If property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.)

Address of Owner:

311 S. Rio Grande St.  
Lockport, TX 78644

Phone Number:

512-547-7552

Fax Number:

Email Number:

scsauded@gmail.com

I hereby request that my property, as described above, be considered for rezoning:

Signed:

Alberto Saucedo, Sr.

Date:

**4. Agent Information:**

If an agent is representing the owner of the property, please complete the following information:

Agent's Name:

Agent's Address:

Agent's Phone Number:

Agent's Fax Number:

Agent's Mobile Number:

Agent's Email Number:

I hereby authorize the person named above to act as my agent in processing this application before the Planning and Zoning Commission and City Council of the City of Kyle:

Owner's Signature:

Date:

*Do Not Write Below This Line  
Staff Will Complete*

Tax Certificates:     County     School     City

Certified List of Property Owners Within 200'   

All Fees Paid:         Filing/Application     Mail Out Costs

Attached Map of Subject Property   

Accepted for Processing By: Lebbie A. Gurnea    Date: 7/16/15

Date of Public Notification in Newspaper: 7/22/15

Date of Public Hearing Before Planning and Zoning Commission: 8/11/15

Date of Public Hearing Before City Council: 8/18/15 - 2nd reading 9/1/15



# TAX CERTIFICATE

**Luanne Caraway Tax Assessor-Collector, Hays County**

712 S. Stagecoach Trail  
San Marcos, TX 78666  
Ph: 512-393-5545 Fax: 512-393-5517

This certificate includes tax years up to 2014

**Entities to which this certificate applies:**

SHA - Hays Consolidated ISD  
WPC - Plum Creek Groundwater District  
FHA - Hays Co ESD #5  
ACCD - AUSTIN COMMUNITY COLLEGE DISTRICT

PCC - Plum Creek Conservation District  
RSP - Special Road Dist  
GHA - Hays County  
CKY - City Of Kyle

**Property Information**

Property ID : 10-0220-0270-00000-2  
Quick-Ref ID : R14851

**Value Information**

715 N SH 81 KYLE, TX 78640	Land HS :	\$0.00
	Land NHS :	\$22,030.00
	Imp HS :	\$0.00
	Imp NHS :	\$8,230.00
ABS 220 Z HINTON SURVEY 0.26 AC GEO#90621708	Ag Mkt :	\$0.00
	Ag Use :	\$0.00
	Tim Mkt :	\$0.00
	Tim Use :	\$0.00
	HS Cap Adj :	\$0.00
	Assessed :	\$30,260.00

**Owner Information**

Owner ID : O20522

SAUCEDO, YPOLITA CRUZ  
P O BOX 381  
KYLE, TX 78640-0381

Ownership: 100.00%

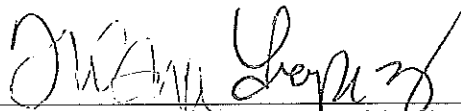
This Document is to certify that after a careful check of the Tax Records of this Office, the following Current or Delinquent Taxes, Penalties, and Interest are due on the Property for the Taxing Entities described above:

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
PCC	2014	6.66	0.00	0.73	0.00	0.00
SHA	2014	465.30	0.00	51.19	0.00	0.00
RSP	2014	13.25	0.00	1.46	0.00	0.00
WPC	2014	6.66	0.00	0.73	0.00	0.00
GHA	2014	128.66	0.00	14.16	0.00	0.00
FHA	2014	30.26	0.00	3.33	0.00	0.00
CKY	2014	162.89	0.00	17.91	0.00	0.00
ACCD	2014	28.50	0.00	3.14	0.00	0.00

**Total for current bills if paid by 6/30/2015 : \$0.00**  
**Total due on all bills 6/30/2015 : \$0.00**  
 2014 taxes paid for entity PCC \$7.39  
 2014 taxes paid for entity SHA \$516.49  
 2014 taxes paid for entity RSP \$14.71  
 2014 taxes paid for entity WPC \$7.39  
 2014 taxes paid for entity GHA \$142.82  
 2014 taxes paid for entity FHA \$33.59  
 2014 taxes paid for entity CKY \$180.80  
 2014 taxes paid for entity ACCD \$31.64  
**2014 Total Taxes Paid : \$934.83**  
**Date of Last Payment : 04/20/15**

If applicable, the above-described property is receiving special valuation based on its use. Additional rollback taxes that may become due based on the provisions of the special valuation are not indicated in this document.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43, Paragraph (l) of the Texas Property Tax Code.



Signature of Authorized Officer of the Tax Office

Date of Issue : 06/18/2015  
Requestor : SAUCEDO, YPOLITA CRUZ  
Receipt : SM-2015-826445  
Fee Paid : \$10.00  
Payer : SAUCEDO ALBERTO SR

# REPRINTED TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County  
712 S. Stagecoach Trail  
San Marcos, TX 78666  
Ph: 512-393-5545 Fax: 512-393-5517



Receipt Number: KY-2015-25072

Payor: SAUCEDO, YPOLITA CRUZ (O20522)  
P O BOX 381  
KYLE, TX 78640-0381

Owner: SAUCEDO, YPOLITA CRUZ (O20522)  
P O BOX 381  
KYLE, TX 78640-0381

Quick Ref ID: R14851  
Owner: SAUCEDO, YPOLITA CRUZ (O20522) -  
100%  
Owner Address: P O BOX 381  
KYLE, TX 78640-0381

Property: 10-0220-0270-00000-2  
Legal Description: ABS 220 Z HINTON SURVEY 0.26 AC  
GEO#90621708  
Situs Address: 715 N SH 81 KYLE, TX 78640

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Penalty & Interest	Amount Paid
2014						
Plum Creek	30,260	0.022000	6.66	6.66	0.73	7.39
Hays Consolidated	30,260	1.537700	465.30	465.30	51.19	516.49
Special Road Dist	30,260	0.043800	13.25	13.25	1.46	14.71
Plum Creek	30,260	0.022000	6.66	6.66	0.73	7.39
Hays County	30,260	0.425200	128.66	128.66	14.16	142.82
Hays Co ESD #5	30,260	0.100000	30.26	30.26	3.33	33.59
City Of Kyle	30,260	0.538300	162.89	162.89	17.91	180.80
AUSTIN COMMUNITY	30,260	0.094200	28.50	28.50	3.14	31.64

Total Payment Amount **934.83**

Cash Tendered 940.00

Total Tendered **940.00**

Change 5.17

Remaining Balance Due, including other fees,  
as of 6/18/2015 **0.00**

Date Paid: 04/20/2015  
Effective Date: 04/20/2015  
Station/Till: PriscillaR/Priscilla's Till  
Cashier: PriscillaR

# TAX CERTIFICATE

**Luanne Caraway Tax Assessor-Collector, Hays County**

712 S. Stagecoach Trail  
 San Marcos, TX 78666  
 Ph: 512-393-5545 Fax: 512-393-5517

This certificate includes tax years up to 2014

**Entities to which this certificate applies:**

SHA - Hays Consolidated ISD  
 WPC - Plum Creek Groundwater District  
 FHA - Hays Co ESD #5  
 ACCD - AUSTIN COMMUNITY COLLEGE DISTRICT

PCC - Plum Creek Conservation District  
 RSP - Special Road Dist  
 GHA - Hays County  
 CKY - City Of Kyle

**Property Information**

Property ID : 10-0220-0196-00000-2  
 Quick-Ref ID : R14807

Value Information

713 N SH 81 KYLE, TX 78640	Land HS :	\$14,750.00
	Land NHS :	\$0.00
	Imp HS :	\$31,790.00
	Imp NHS :	\$0.00
ABS 220 Z HINTON SURVEY 0.27 AC GEO#90601825	Ag Mkt :	\$0.00
	Ag Use :	\$0.00
	Tim Mkt :	\$0.00
	Tim Use :	\$0.00
	HS Cap Adj :	\$0.00
	Assessed :	\$46,540.00

**Owner Information**

Owner ID : O20522

SAUCEDO, YPOLITA CRUZ  
 P O BOX 381  
 KYLE, TX 78640-0381

Ownership: 100.00%

This Document is to certify that after a careful check of the Tax Records of this Office, the following Current or Delinquent Taxes, Penalties, and Interest are due on the Property for the Taxing Entities described above:

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
PCC	2014	8.04	0.00	0.00	0.00	0.00
SHA	2014	0.00	0.00	0.00	0.00	0.00
RSP	2014	0.00	0.00	0.00	0.00	0.00
WPC	2014	10.24	0.00	0.00	0.00	0.00
GHA	2014	0.00	0.00	0.00	0.00	0.00
FHA	2014	46.54	0.00	0.00	0.00	0.00
CKY	2014	89.03	0.00	0.00	0.00	0.00
ACCD	2014	0.00	0.00	0.00	0.00	0.00

**Total for current bills if paid by 6/30/2015 : \$0.00**

**Total due on all bills 6/30/2015 : \$0.00**


2014 taxes paid for entity PCC \$8.04  
 2014 taxes paid for entity SHA \$0.00  
 2014 taxes paid for entity RSP \$0.00  
 2014 taxes paid for entity WPC \$10.24  
 2014 taxes paid for entity GHA \$0.00  
 2014 taxes paid for entity FHA \$46.54  
 2014 taxes paid for entity CKY \$89.03  
 2014 taxes paid for entity ACCD \$0.00

**2014 Total Taxes Paid : \$153.85**

**Date of Last Payment : 01/26/15**

If applicable, the above-described property is receiving special valuation based on its use. Additional rollback taxes that may become due based on the provisions of the special valuation are not indicated in this document.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43, Paragraph (i) of the Texas Property Tax Code.



Signature of Authorized Officer of the Tax Office

Date of Issue : 06/18/2015  
Requestor : SAUCEDO, YPOLITA CRUZ  
Receipt : SM-2015-826444  
Fee Paid : \$20.00  
Payer : SAUCEDO ALBERTO SR

# REPRINTED TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County  
 712 S. Stagecoach Trail  
 San Marcos, TX 78666  
 Ph: 512-393-5545 Fax: 512-393-5517



Receipt Number: **SM-2015-806177**

Payor: SAUCEDO, YPOLITA CRUZ (O20522)  
 P O BOX 381  
 KYLE, TX 78640-0381

Owner: SAUCEDO, YPOLITA CRUZ (O20522)  
 P O BOX 381  
 KYLE, TX 78640-0381

Quick Ref ID: R14807  
 Owner: SAUCEDO, YPOLITA CRUZ (O20522) -  
 100%  
 Owner Address: P O BOX 381  
 KYLE, TX 78640-0381

Property: 10-0220-0196-00000-2  
 Legal Description: ABS 220 Z HINTON SURVEY 0.27 AC  
 GEO#90601825  
 Situs Address: 713 N SH 81 KYLE, TX 78640

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2014					
Plum Creek	36,540	0.022000	8.04	8.04	8.04
Plum Creek	46,540	0.022000	10.24	10.24	10.24
Hays Co ESD #5	46,540	0.100000	46.54	46.54	46.54
City Of Kyle	16,540	0.538300	89.03	89.03	89.03

Total Payment Amount	<b>153.85</b>
Check Payment Tendered	153.85
Total Tendered	<b>153.85</b>

Remaining Balance Due, including other fees,  
 as of 6/18/2015 **0.00**

Date Paid: 01/26/2015  
 Effective Date: 01/26/2015  
 Station/Till: Luanne/LUANNE'S IMPORT  
 TILL

## STATUTORY DURABLE POWER OF ATTORNEY

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, CHAPTER XII, TEXAS PROBATE CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I, YPOLITA CRUZ SAUCEDO, a legal resident of Lockhart, Caldwell County, Texas, my social security number being [REDACTED] and Texas driver's license number being [REDACTED], appoint ALBERTO SAUCEDO, SR. of Lockhart, Caldwell County, Texas, social security number being [REDACTED] and Texas driver's license number being [REDACTED], as my agent (attorney-in-fact) to act for me in any lawful way with respect to the following initialed subjects:

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS.

TO GRANT ONE OR MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY, BUT NEED NOT, CROSS OUT EACH POWER WITHHELD.

### INITIAL

- Anley York*  
*Mark*  
*5/12/15*
- (A) real property transactions;  
 (B) tangible personal property transactions;  
 (C) stock and bond transactions;  
 (D) commodity and option transactions;  
 (E) banking and other financial institution transactions;  
 (F) business operating transactions;  
 (G) insurance and annuity transactions;  
 (H) estate, trust, and other beneficiary transactions;  
 (I) claims and litigation;  
 (J) personal and family maintenance;  
 (K) benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service;  
 (L) retirement plan transactions;  
 (M) tax matters;  
 (N) ALL OF THE POWERS LISTED IN (A) THROUGH (M). YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).
- 42*

SPECIAL INSTRUCTIONS: Special instructions applicable to gifts (initial in front of the following sentence to have it apply):

\_\_\_\_\_ I grant my agent (attorney in fact) the power to apply my property to make gifts, except that the amount of the gift to an individual may not exceed the amount of annual exclusions allowed from the federal gift tax for the calendar year of the gift.

**ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**UNLESS YOU DIRECT OTHERWISE ABOVE, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.**

*let signature  
5/12/15*

**CHOOSE ONE OF THE FOLLOWING ALTERNATIVES BY CROSSING OUT THE ALTERNATIVE NOT CHOSEN:**

*[Handwritten initials]*

(A) This power of attorney is not affected by my subsequent disability or incapacity.

~~(B) This power of attorney becomes effective upon my disability or incapacity.~~

**YOU SHOULD CHOOSE ALTERNATIVE (A) IF THIS POWER OF ATTORNEY IS TO BECOME EFFECTIVE ON THE DATE IT IS EXECUTED.**

**IF NEITHER (A) NOR (B) IS CROSSED OUT, IT WILL BE ASSUMED THAT YOU CHOSE ALTERNATIVE (A).**

If Alternative (B) is chosen and a definition of my disability or incapacity is not contained in this power of attorney, I shall be considered disabled or incapacitated for purposes of this power of attorney if a physician certifies in writing at a date later than the date this power of attorney is executed that, based on the physician's medical examination of me, I am mentally incapable of managing my affairs. I authorize the physician who examines me for this purpose to disclose my physical or mental condition to another person for purpose of this power of attorney. A third who receives this power of attorney is fully protected from any action taken under this power of attorney that is based on the determination by a physician of my disability or incapacity.

I agree that any third party who receives a copy of this document may act under it. Revocation of the durable power of attorney is not effective as to a third party until the third party receives actual notice of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

If any agent named by me dies, becomes legally disabled, resigns, or refuses to act, I name the following (each to act alone and successively, in the order named) as successor(s) to that agent: DELIA SAUCEDO HINOJOSA, social security number being [REDACTED] and Texas driver's license number being [REDACTED]



Signed on May 12, 2015.

*Ypolita Cruz Saucedo*

-her signature  
*Ashley York*  
5/12/15

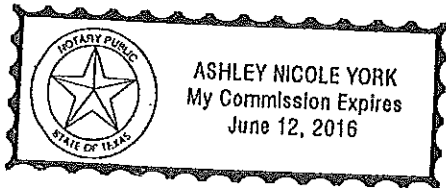
\_\_\_\_\_  
YPOLITA CRUZ SAUCEDO

THE ATTORNEY IN FACT OR AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

ACKNOWLEDGEMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF HAYS     §

This instrument was acknowledged before me on May 12, 2015, by YPOLITA CRUZ SAUCEDO.



*Ashley York*  
\_\_\_\_\_  
Notary Public in and for the State of Texas

HC 9914132 3 PGS

**Grantor:** Eusebio Saucedo, Deceased  
**Grantees:** Ypolita Cruz Saucedo

**AFFIDAVIT OF HEIRSHIP**

STATE OF TEXAS           §  
                                   §  
 COUNTY OF HAYS         §

BEFORE ME, the undersigned authority, on this day personally appeared Blas Tenorio, and Loisa Romo, ("Affiants"), who after first being duly sworn, on oath deposed and stated:

"Affiants reside in Kyle, Hays County, Texas. Affiants are both over the age of twenty-one (21) years and under no disability which would prevent them from making this Affidavit. Affiants were friends of Eusebio Saucedo ("decedent"). Affiants are familiar with the family history of decedent, and are making this Affidavit for the purpose of establishing the heirship of this individual. Decedent was born in Buda, Hays County, Texas. He died on November 26, 1996. He was married once. Decedent was married to Ypolita Cruz Saucedo. They were never divorced. The following eight (8) children were born of the marriage between Decedent and Ypolita Cruz Saucedo, and are identified as follows:

1. Adelita Cortez,
2. Edwardo Saucedo,
3. Alberto Saucedo,
4. Delia Hinojosa,
5. Lucia Aguilar,
6. Gloria Luyten,
7. Eusebio Saucedo, Jr.,
8. Maria Francisca Aguilar.

Maria Francisca Aguilar died on April 20, 1993. She had one child at the time of her death, named Luis Aguilar. No children were adopted by decedent and Ypolita Cruz Saucedo.

Eusebio Saucedo did not leave a will, nor was any administration had on the estate of this

decendent, nor was any necessary, there being no debts or obligations other than those discharged by the surviving heirs. No estate or inheritance taxes are due attributable to the estate of this decendent. Decendent's only surviving heir is his surviving spouse, Ypolita Cruz Saucedo.

At the time of his death, Eusebio Saucedo owned the house and lot located on the property being more particularly described as follows:

All that certain real property lying and being situated in Hays County, Texas, out of the Z. Hinton Survey No. 12, Abstract No. 220, and a part of the tract of 20 acres of land described in and conveyed by that deed from Mrs. Meta Schmeltekopf, joined by her husband, A.L. Schmeltekopf, to Audelio Cortex, dated October 1, 1935, and recorded in Volume 110, Pages 248-249, Hays County Deed Records, to which deed and the said record thereof reference is here made and same made a part hereof for all pertinent purposes of aiding this description, the tract of land hereby conveyed being described by metes and bounds as follows:

BEGINNING at a point in the Southeast line of said 20 acre tract and Northwest line of Texas-U.S. Highway No. 81, also known as State Highway No. 2, North  $27^{\circ} 37'$  East 248 feet from the most Southern corner of said 20 acre tract for the most Southern corner of the tract hereby conveyed;

THENCE North  $27^{\circ} 37'$  East with said Southeast line of said 20 acre tract and Northwest line of said highway 118 feet to a point for corner as the most Eastern corner of the tract hereby conveyed;

THENCE at right angle to said first drawn line in a Northwesterly direction 162 feet to a point for corner as the most Northern corner of the tract hereby conveyed;

THENCE South  $27^{\circ} 37'$  West and parallel with said first drawn line 118 feet to a point for corner for the most Western corner of the tract hereby conveyed;

THENCE at right angle to said last drawn line and parallel with the second drawn line 162 feet to the place of beginning.

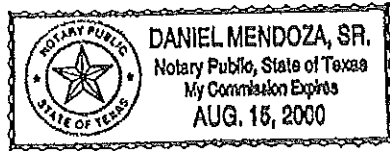
The land hereby conveyed is the identical land described in and conveyed by that deed from V.S. Castillo, a widow, of Hays County, Texas to Victor Martinez and his wife, Elbira Martinez, dated the 6th day of January, 1944, and recorded in Volume 130, Pages 460-462, Deed Records of Hays County, Texas, and said deed is referred to herein for all pertinent

purposes.

FURTHER AFFIANTS SAYETH NOT."

Blas Tenorio  
Blas Tenorio

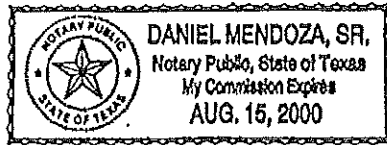
SUBSCRIBED AND SWORN TO by the said Blas Tenorio on this the 26 day of  
February, 1999.



Daniel Mendoza, Sr.  
Notary Public in and for the  
State of Texas

Loisa Romo  
Loisa Romo

SUBSCRIBED AND SWORN TO by the said Loisa Romo on this the 26 day of  
February, 1999.



Daniel Mendoza, Sr.  
Notary Public in and for the  
State of Texas

**AFTER FILING RETURN TO:**

Ypolita Cruz Saucedo  
P.O. Box 381  
Kyle, Texas 78640

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

Lee Carlisle  
6-16-99 09:50 AM 9914132  
ROSE \$13.00  
LEE CARLISLE, County Clerk  
HAYS COUNTY

**DISCLOSURE STATEMENT**

**INFORMATION CONCERNING STATUTORY DURABLE  
POWER OF ATTORNEY FOR PROPERTY TRANSACTIONS  
FOR YPOLITA CRUZ SAUCEDO**

THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. For each box that you initial, you are authorizing the person named as your agent (attorney-in-fact) full legal power and authority to act on your behalf by taking any and all actions relating to the indicated transaction. Accordingly, the person you appoint as agent should be someone you trust completely. If, for example, you initial Box A (real property transactions), your agent will be able to bind you on all of the actions set out in § 492 of the Texas Probate Code. A copy of the relevant Texas Probate Code provisions, containing all of the powers that you will incorporate by reference if you initial a particular box, is attached hereto. In deciding whether you want your agent to have a particular power, YOU SHOULD READ THE CORRESPONDING STATUTORY PROVISION. If you have any questions about this document, or about any of the statutory powers, you should address these questions to a member of The Law Office of Art Guzman, or to some other attorney of your choice. YOU MAY REVOKE THIS POWER OF ATTORNEY AT ANY TIME IF YOU WISH TO DO SO.

You may wish to designate an alternate agent in the event that your agent is unwilling, unable, or ineligible to act as your agent. Any alternate agent you designate will have the same authority to make property decisions for you. Even after you have signed this document, you have the right to make property decisions for yourself as long as you are able to do so.

This document does not authorize anyone to make medical or health care decisions for you. Such decisions can be made pursuant to a Health Care Power of Attorney, if you have executed one.

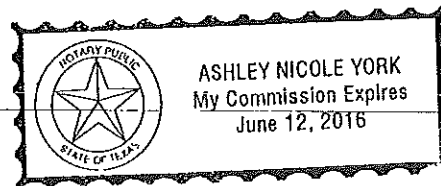
Sign below to acknowledge your receipt of this disclosure statement prior to your execution of the Statutory Durable Power of Attorney, to affirm that YOU HAVE BEEN GIVEN THE OPPORTUNITY (1) TO READ THE ATTACHED STATUTORY POWERS and (2) TO ASK ABOUT THE SCOPE OF ANY POWERS THAT YOU DO NOT FULLY UNDERSTAND.

*Ypolita Cruz Saucedo*

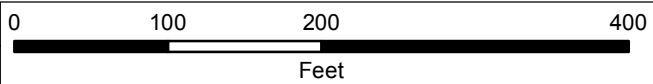
\_\_\_\_\_  
YPOLITA CRUZ SAUCEDO

*her  
signature  
5/12/15  
Ashley York*

\_\_\_\_\_  
Date: May 12, 2015



**Project Location  
Z-15-007**



 Property Location

 Parcel Lines



# CITY OF KYLE, TEXAS

## Budget Amendment No. 6 for FY 2014-15: Add 3 New Positions for Wastewater Treatment Plant Operations (Public Works)

**Meeting Date: 9/1/2015**  
**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 the number of authorized positions by adding three (3) full-time positions to the Public Works Department for the operations and maintenance of the wastewater treatment plant. ~ *Perwez A. Moheet, CPA, Director of Finance*

### **Other Information:**

On October 1, 2015, the City of Kyle will acquire 100 percent ownership of the wastewater treatment plant currently owned and operated by AquaTexas, Inc.

In order to take complete control of the treatment plant asset, successfully assume operations and maintenance responsibilities of the treatment facility, and to ensure compliance with all regulatory requirements, the Public Works Department must recruit and hire experienced personnel to begin the preparation for the transfer and operations of the treatment plant prior to October 1, 2015.

This budget amendment, if approved, will increase the number of authorized positions by adding the following three (3) new full-time positions to the Public Works Department for the operations and maintenance of the wastewater treatment plant:

- Chief Wastewater Plant Operator
- Plant Operator
- Assistant Plant Operator

Since this budget amendment covers only 45-days remaining in Fiscal Year 2014-15, funding for all three positions estimated at \$21,230 for the 45-day period will be provided from current year budget savings realized in the Public Works Department's wastewater utility operations. The City Manager's proposed budget for FY 2015-16 includes full year funding for all three of the above listed positions and associated support costs.

### **Legal Notes:**

**Budget Information:**

Budget Amendment Ordinance is attached.

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

Attachments / click to download

 [Ordinance](#)

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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 NUMBER OF AUTHORIZED POSITIONS BY ADDING THREE (3) FULL-TIME POSITIONS TO THE PUBLIC WORKS DEPARTMENT FOR THE OPERATIONS AND MAINTENANCE OF THE WASTEWATER TREATMENT PLANT; 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 number of total authorized positions for 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 number of total authorized positions by adding three (3) new full-time positions to the Public Works Department for the operations and maintenance of the wastewater treatment plant. Since this budget amendment covers only 45-days remaining in Fiscal Year 2014-15, funding for all three new positions estimated at \$21,230 for the remaining 45-day period will be provided from current year budget savings realized within the Public Works Department. The three (3) new full-time positions are as follows:

- (a) Chief Plant Operator
- (b) Plant Operator
- (c) Assistant Plant Operator

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 August, 2015.

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

THE CITY OF KYLE, TEXAS

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

ATTEST:

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



# CITY OF KYLE, TEXAS

## Adopt Resolution to Approve Annual Update of Investment Policy

Meeting Date: 9/1/2015

Date time: 7:00 PM

**Subject/Recommendation:** Adopt a Resolution approving the annual update to the City's Investment Policy as required by the Public Funds Investment Act (PFIA). ~ *Perwez A. Moheet, CPA, Director of Finance*

**Other Information:** The Public Funds Investment Act (PFIA) under Sec. 2256.005 (e) requires the governing body of an investing entity shall review its investment policy and investment strategies not less than annually. This section further requires that the governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.

On December 2, 2014, the last annual update to the City's Investment Policy approved by the City Council included significant changes incorporating new investment strategies and policies in order to authorize an investment advisory and management firm to manage the City's investment portfolio and to meet financial reporting responsibilities in compliance with the requirements of the Public Funds Investment Act (PFIA).

Since significant changes to the City's Investment Policy were made in the December 2014 update, no changes are recommended by staff to either the investment policy or to the investment strategies in this annual update.

### Legal Notes:

### Budget Information:

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

#### Attachments / click to download

- [Investment Policy](#)
- [Resolution - Adoption of Investment Policy](#)

Cover Memo

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, ADOPTING AN INVESTMENT POLICY; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, the Texas Public Funds Investment Act, Section 2256.005 requires that the governing body of an investment entity shall adopt by rule, order, resolution, ordinance, or as appropriate, a written Investment Policy regarding the investment of its funds and funds under its control, and,

**WHEREAS**, the Texas Public Funds Investment Act requires that the Investment Policy, including a list of authorized investments and investment strategies, must be reviewed and approved annually, and,

**WHEREAS**, the attached Investment Policy complies with the provisions of Texas Public Funds Investment Act.

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

**Section 1. Findings.** The City Council of the City of Kyle finds that:

- A. As required by the Texas Public Funds Investment Act, the City Council has reviewed the Investment Policy and related investment strategies and that the revised Investment Policy made part of this City Council Resolution so adopted records any changes made to the City's Investment Policy and or investment strategies.
- B. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2. Authorization.** The Investment Policy of the City of Kyle is hereby adopted in compliance with the requirements set forth in the Texas Public Funds Investment Act.

**Section 3. Effective Date.** This City Council Resolution of the City of Kyle, Texas shall take effect from and after the date of its passage as authorized by the Charter of the City of Kyle.

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

FINALLY PASSED AND APPROVED ON THIS THE 1ST DAY OF SEPTEMBER  
2015.

THE CITY OF KYLE, TEXAS

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R. Todd Webster, Mayor

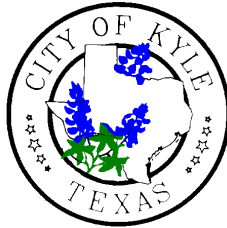
ATTEST:

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Amelia Sanchez, City Secretary

# INVESTMENT POLICY

CITY OF KYLE, TEXAS



Reviewed & Adopted:

September 1, 2015

## INVESTMENT POLICY

### TABLE OF CONTENTS

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## **I. PURPOSE**

**It is the policy of City of Kyle, Texas that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with State and Federal Regulations, applicable Bond Ordinance requirements, formal Investment Policy and informal investment strategy.**

Effective cash management is recognized as essential to good fiscal management. Cash management and effective investment strategy development will be pursued to take advantage of interest earnings as viable and material revenue to all City funds. The City's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with this Policy.

### **A. Formal Adoption**

This Investment Policy is authorized by the City of Kyle City Council in accordance with Chapter 2256, Texas Government Code, the Public Funds Investment Act, as amended, which requires the adoption of a formal written Investment Policy

### **B. Scope**

This Investment Policy applies to all of the investment activities of the City of Kyle, including but not limited to investment of general funds, reserve funds, interest and sinking funds and bond funds. Retirement funds are not governed by this policy. This Policy establishes guidelines for who can invest City funds, how City funds will be invested, and when and how a periodic review of investments will be made. In addition to the guidelines of this Policy, bond funds (as defined by the Internal Revenue Service) shall be managed in accordance with their governing resolution and all applicable State and Federal Law.

### **C. Review and Amendment**

This written investment policy and related fund strategies shall be reviewed annually by the City Council. Amendments must be approved and adopted by the City Council. The City Council shall adopt a written resolution stating that it has reviewed the investment policy and investment strategies.

## **II. INVESTMENT OBJECTIVES**

### **A. Safety of Principal**

The primary objective of all investment activity is the preservation of capital and the safety of principal in the overall portfolio. Each investment transaction shall seek to ensure first that capital losses are avoided, whether from security defaults or erosion of market value.

The City shall seek to control the risk of loss due to the failure of a security issuer or grantor. Such risk shall be controlled by investing only in the safest types of securities as defined in the Policy; by collateralization as required by law; and through portfolio diversification by maturity and type.



**B. Maintenance of Adequate Liquidity**

The investment portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements; investing in securities with active secondary markets; maintaining appropriate portfolio diversification; and by investing in eligible money market mutual funds and local government investment pools.

A security may be liquidated to meet unanticipated cash requirements, to redeploy cash into other investments expected to outperform current holdings, or otherwise to adjust the portfolio.

**C. Return on Investments**

The City shall invest local funds in investments that yield a competitive market rate of return while providing necessary principal protection consistent with stated objectives. For bond proceeds to which arbitrage restrictions apply, the primary objectives shall be to obtain a fair market rate and to minimize the costs associated with the investment of such funds within the constraints of the investment policy and applicable bond covenants.

**III. RESPONSIBILITY AND STANDARD OF CARE**

**A. Delegation of Authority**

The Director of Finance shall be the “Investment Officer” of the City. The Investment Officer is authorized by the City Council to cause the investment of all available funds consistent with this policy. In the absence of the Director of Finance, the City Manager shall serve as the Interim Investment Officer. The City Council may also appoint additional Investment Officer(s) by resolution. Because of the various duties and responsibilities related to managing the investment portfolio, the Director of Finance may delegate specific duties and responsibilities to other finance department employees; however, no person shall engage in an investment transaction except as provided under the terms of this policy.

**B. Standard of Care**

The standard of care used by the City shall be the “prudent investor rule” as set forth in Tex. Gov’t Code Ann. Sec. 2256.006, and shall be applied in the context of managing the overall portfolio within the applicable legal constraints. The Prudent Investor Rule states that:

“Investments shall be made with judgment and care, under circumstances then prevailing, that a person of prudence, discretion and intelligence would exercise in the management of the person’s own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.”

Investment of funds shall be governed by the following investment objectives, in order of priority:

- 1) preservation and safety of principal,
- 2) liquidity, and
- 3) yield

The designated Investment Officers shall perform their duties in accordance with the adopted Investment Policy and internal procedures. In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the investment of all funds over which the Investment Officer had responsibility, rather than the prudence of a single investment shall be considered. Investment Officers acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability. The designated Investment Officers shall adhere to the City of Kyle Investment Policy and Ethic Ordinance.

**C. Conflict of Interest**

The designated Investment Officers shall act as custodians of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Investment Officers shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Additionally, all Investment Officers shall file with the Texas Ethics Commission and the City a statement disclosing any personal business relationship with any business or individual seeking to sell investments to the City, or any relationship within the second degree by affinity or consanguinity to an individual seeking to sell investments to the City. For purposes of this subsection, an Investment Officer has a personal business relationship with a business organization if:

- 1) The Investment Officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
- 2) Funds received by the Investment Officer from the business organization exceed 10 percent of the Investment Officer's gross income for the previous year; or
- 3) The Investment Officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the Investment Officer.

**D. Establishment of Internal Controls**

The Director of Finance shall establish written administrative procedures for the operation of the investment program consistent with this Policy. The controls shall be designed to prevent, identify and control losses of public funds arising from deviation from this policy, fraud, employee error, misrepresentation by third-parties, or imprudent actions by employees and officers of the City.

Duties related to investment activities will be delegated so that segregation of duties will be maintained with respect to purchasing, recording, authorizing and reconciling investment accounts. All investment transactions must be authorized by the Director of Finance.

#### **IV. INVESTMENT ADVISORS AND BROKER / DEALERS**

##### **A. Investment Advisors**

The Finance Director may select an Investment Advisor to advise the City in the investment of City funds and other responsibilities including but not limited to broker compliance, security selection, competitive bidding, security reporting and documentation. The Investment Advisor must be registered with the Securities and Exchange Commission (SEC) under the Investment Advisor's Act of 1940 as well as with the Texas State Securities Board.

Investment Advisors shall agree that investment advice shall at all times be given with the judgment and care, under circumstances then prevailing, which persons paid for their special prudence, discretion and intelligence, in such matters exercise in the management of their client's affairs, not for speculation by the client or production of fee income by the advisor or broker but for investment by the client with emphasis on the probable safety of the capital while considering the probable income to be derived.

An appointed Investment Advisor shall act solely in an advisory and administrative capacity, within the guidelines of this Investment Policy and without any discretionary authority to transact business on behalf of the City.

The term of any Investment Advisor contract may not exceed two years. Any renewal or extension of the Investment Advisor contract must be made by the City Council by resolution.

Investment Advisors shall additionally prepare, at least on a quarterly basis, a comprehensive portfolio report that includes, at a minimum, the following information:

- ✓ Current portfolio status,
- ✓ Transactions and activity for the period,
- ✓ Investment maturity schedule,
- ✓ Security-type allocation,
- ✓ Income earned,
- ✓ Yield analysis (including benchmarks), and
- ✓ Book value versus market value comparison.

##### **B. Broker / Dealer Selection and Due Diligence**

The City shall establish a list of approved broker/dealers, which qualify under SEC rule 15C3-1 (uniform net capital rule) from which it will conduct security transactions. Each prospective business organization must provide current financial statements, resumes of key sales personnel and a completed broker/dealer questionnaire. The Financial condition of each qualified firm shall be reviewed annually.

In addition, business organizations eligible to transact investment business with the City shall be presented a written copy of this Investment Policy. Additionally, the qualified representative of the business organization offering to engage in an investment transaction with the City shall execute a written instrument in a form acceptable to the City and the business organization substantially to the effect that the business organization has:

- 1) Received and reviewed the investment policy of the City; and
- 2) Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City and the organization that are not authorized by the City's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

The City shall not enter into an investment transaction with a business organization prior to receiving the written instrument described above.

The City Council shall, at least annually, review, revise, and adopt a list of qualified Investment Providers that are authorized to engage in investment transactions with the City.

If the City has contracted with an Investment Advisor, the advisor shall be responsible for performing financial due diligence on the City's behalf. The advisor will annually provide the City with a list of authorized Broker/Dealers as well as the written acknowledgement above.

## **V. AUTHORIZED INVESTMENTS**

### **A. Eligible Investments**

City funds governed by this Policy may be invested in:

- 1) Obligations of the United States or its agencies and instrumentalities, *excluding* mortgaged backed securities, collateralized mortgage obligations, and real estate mortgage investment conduits.
- 2) Direct obligations of the State of Texas or its agencies and instrumentalities;
- 3) Other obligations, the principal and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States;
- 4) Obligations of states, agencies, counties, cities, and other political subdivisions of any State having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent;
- 5) Fully collateralized repurchase agreement having a defined termination date; placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas; and secured by obligations described by a combination of cash and securities listed in 1- 4 above and pledged with a third-party selected or approved by the City; and having a market value of not less than the principal amount of the funds disbursed. The term repurchase agreement includes reverse repurchase agreements. Repurchase agreements must also be secured in accordance with State law.

Each counter party to a repurchase agreement is required to sign a copy of the Security Industry and Financial Markets Association (SIFMA) Master Repurchase Agreement as approved by the City. An executed copy of this Agreement must be on file before the City will enter into any transaction with a counter party.

- 6) Certificates of deposit must be issued by a depository institution that has its main office or a branch office in the state of Texas that are:
  - Guaranteed or insured by the FDIC or its successors; or
  - Secured by obligations that are described by 1-4 above, which are intended to include all direct Federal agency or instrumentality issued mortgage backed securities, but excluding those mortgage-backed securities that have a market value of not less than the principal amount of the certificates; or
  - Secured in any other manner provided by law for deposits of the City; or
  - Governed by a Depository Agreement that complies with Federal and State regulation to properly secure a pledged security interest.
- 7) Money market mutual funds regulated by the Securities & Exchange Commission, with a dollar weighted average portfolio maturity of 60 days or less that fully invest dollar-for-dollar all City's funds without sales commissions or loads and, whose investment objectives include seeking to maintain a stable net asset value of \$1 per share. The City may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund or exceeds 80% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service in money market mutual funds;
- 8) Commercial paper with a stated maturity of 270 days or less from the date of issuance and rated no less than A-1 or P-1 or an equivalent rating by at least two nationally recognized rating agencies;
- 9) Local government investment pools organized and operating in compliance with the Interlocal Cooperation Act, as amended, whose obligations are exclusively of the obligations that are described by 1-7 above and whose investment philosophy and fund strategy is consistent with this policy.

To maintain eligibility to receive funds from and invest funds on behalf of the City, an investment pool must be continuously rated no lower than AAA or AAA-m, or an equivalent rating by at least one nationally recognized rating service.

In addition, an investment pool must furnish an offering circular or other similar disclosure instrument that contains, at a minimum, the following information:

- the types of investments in which money is allowed to be invested;
- the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;

- the maximum stated maturity date any investment security within the portfolio has;
- the objectives of the pool;
- the size of the pool;
- the names of the members of the advisory board of the pool and the dates their terms expire;
- the custodian bank that will safekeep the pool's assets;
- whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;
- whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;
- the name and address of the independent auditor of the pool;
- the requirements to be satisfied for the City to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool; and
- the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.

To maintain eligibility to receive funds from and invest funds on behalf of the City under this chapter, an investment pool must furnish to the investment officer or other authorized representative of the City:

- Investment transaction confirmations; and
- A monthly report that containing the following information:
  - ✓ the types and percentage breakdown of securities in which the pool is invested;
  - ✓ the current average dollar-weighted maturity, based on the stated maturity date, of the pool;
  - ✓ the current percentage of the pool's portfolio in investments that have stated maturities of more than one year;
  - ✓ the book value versus the market value of the pool's portfolio, using amortized cost valuation;
  - ✓ the size of the pool;
  - ✓ the number of participants in the pool;
  - ✓ the custodian bank that is safekeeping the assets of the pool;

- ✓ a listing of daily transaction activity of the entity participating in the pool;
- ✓ the yield and expense ratio of the pool, including a statement regarding how yield is calculated;
- ✓ the portfolio managers of the pool; and
- ✓ any changes or addenda to the offering circular.

**B. Ineligible Investments**

The following are not authorized investments for the City:

- 1) Obligations whose payments represent the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal (IO's);
- 2) Obligations whose payments represent the principal stream of cash flow from the underlying mortgage-backed security collateral and pays no interest (PO's);
- 3) Collateralized Mortgage Obligations (CMO's) that have a stated final maturity date of greater than 10 years; and
- 4) Collateralized mortgage obligations whose interest rates are determined by an index that adjusts opposite to the changes in the market index (Inverse Floaters).

**C. Downgrade Provision for Investment Ratings**

An Investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. The City shall take all prudent measures that are consistent with its Investment Policy to liquidate an investment that does not have the minimum rating. The City shall also monitor the credit ratings on securities that require minimum ratings. This may be accomplished through research, or with the assistance of investment advisors, broker dealers, banks or safekeeping agents.

**VI. SAFEKEEPING AND COLLATERALIZATION**

**A. Delivery versus Payment Requirement**

The purchase of individual securities shall be executed "delivery versus payment" (DVP) through the City's Safekeeping Agent. By so doing, City's funds are not released until the City has received, through the Safekeeping Agent, the securities purchased.

**B. Safekeeping Agreement**

The City shall contract with a bank, or banks, for the safekeeping of securities either owned by the City as a part of its investment portfolio or as part of its depository agreements. All collateral

securing bank and savings bank deposits must be held in the City's name by a third-party banking institution acceptable to and under contract with the City, by the Federal Reserve Bank.

Evidence of perfected ownership shall be provided through monthly safekeeping statements which shall be promptly reconciled to internal investment records.

**C. Collateralization**

Consistent with the requirements of State law, the City requires all bank and savings bank deposits to be federally insured or collateralized with eligible securities. Financial institutions serving as City's Depositories will be required to sign a Depository Agreement with the City and the City's safekeeping agent. The safekeeping portion of the Agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- 1) The Agreement must be in writing;
- 2) The Agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;
- 3) The Agreement must be approved by the Board of Directors or the loan committee of the Depository and a copy of the meeting minutes must be delivered to the City;
- 4) The Agreement must be part of the Depository's "official record" continuously since its execution.

**D. Required Collateral Levels**

- 1) Certificates of Deposit  
The market value of the principal portion of collateral pledged for certificates of deposit must at all times be equal to or greater than the par value of the certificates of deposit plus accrued interest, less the applicable level of FDIC insurance.
- 2) Repurchase Agreements  
A repurchase agreement's security value shall be the par value plus accrued interest, and the security's market value must be maintained as a minimum of 102% of the principal value of the repurchase agreement.

**E. Monitoring Collateral Adequacy**

- 1) Certificates of Deposit  
The City shall require monthly reports with market values of pledged securities from all financial institutions with which the City has collateralized deposits. The Investment Officers will monitor adequacy of collateralization levels to verify market values and total collateral positions.



- 2) Repurchase Agreements  
Weekly monitoring by the Investment Officer(s) of market values of all underlying securities purchased for City repurchase transactions is required. More frequent monitoring may be necessary during periods of market volatility.

**F. Additional Collateral and Securities**

- 1) Certificates of Deposit  
If the collateral pledged for a deposit falls below the par value of the deposit, plus accrued interest and less FDIC insurance, the institution holding the deposit will be notified by the Investment Officer(s) and will be required to pledge additional securities no later than the end of the next succeeding business day.
- 2) Repurchase Agreements  
If the value of the securities underlying a repurchase agreement falls below the margin maintenance levels specified above, the Investment Officer(s) will request additional securities. If the repurchase agreement is scheduled to mature within five business days and the amount is deemed to be immaterial, then the request is not necessary.

**G. Collateral Substitution**

Collateralized deposits often require substitution of securities. Substitution is permitted if the substitution maintains a pledged value equal to or greater than the required security level. Substitution is allowable for all transactions, but should be limited, if possible, to minimize potential administrative problems and transfer expense.

**VII. REPORTING**

**A. Required Reports**

Investment performance will be monitored and evaluated by the Investment Officer(s). The Investment Officers will provide a quarterly comprehensive report signed by all Investment Officer(s) to the City Council. This investment report shall:

- 1) Describe in detail the investment position of the City,
- 2) Contain a summary statement, prepared in compliance with generally accepted accounting principles, of each pooled fund group that states the:
  - ✓ beginning market value for the reporting period;
  - ✓ ending market value for the period; and
  - ✓ fully accrued interest for the reporting period;
- 3) State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;

- 4) State the maturity date of each separately invested asset that has a maturity date;
- 5) State the account or fund or pooled group fund for which each individual investment was acquired; and
- 6) State the compliance of the investment portfolio with the City's Investment Policy and strategy and the Public Funds Investment Act.

**B. Market Pricing**

The investment portfolio will be marked to market monthly. These sources may include, but are not limited to, the City's Investment Advisor, the Wall Street Journal, Bloomberg and the City's safekeeping agent.

**C. Compliance Audit**

The City, in conjunction with its annual financial audit, shall require a compliance audit of management controls on investments and adherence to the City's Investment Policy and strategies. If the City invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the Investment Officer(s) shall be formally reviewed at least annually by an independent auditor, and the result of the compliance audit shall be reported to the City Council.

**D. Performance Measurement**

The City will normally seek to invest its funds with an average maturity of one year or less. As a result, an appropriate benchmark to gauge relative performance shall be the one year Constant Maturity Treasury (CMT).

**E. Strategic Planning and Finance Committee**

The Strategy Planning and Finance Committee shall meet quarterly to review investment performance and strategy, serving as the investment advisory committee to the City Council.

**VIII. INVESTMENT OFFICER TRAINING**

All those designated as Investment Officers by the City Council must attend at least one training session relating to the Investment Officers' responsibilities within 12 months after taking office or assuming duties; and attend an investment training session not less than once in a two-year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than 10 hours of instruction relating to investment responsibilities from an independent source approved by the City Council or the Strategic Planning and Finance Committee.

Training under this section must be provided by an independent source and approved by the City Council. Appropriate training shall include education in investment controls, security risks, strategy risks, market risks, and compliance with the Public Funds Investment Act.

## **IX. INVESTMENT STRATEGIES**

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Investment strategies by fund are as follows:

### **A. Operating Funds**

Investment strategies for operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing quality, short-to- medium term securities which will complement each other in a laddered structure. The dollar-weighted average maturity of 18 months or less will be calculated using the stated final maturity dates of each security and the maximum allowable maturity shall be five years.

### **B. Bond Proceeds**

The investment maturity of bond proceeds (excluding reserve and debt service funds) shall generally be limited to the anticipated cash flow requirement or the “temporary period,” as defined by Federal tax law. During the temporary period, which is generally three years for capital projects, bond proceeds may be invested at an unrestricted yield. After the expiration of the temporary period, bond proceeds are subject to yield restriction and shall be invested considering the anticipated cash flow requirements of the funds and market conditions to achieve compliance with the applicable regulations. The maximum maturity for all bond proceeds shall not exceed the anticipated project spending dates. Interest in excess of the allowable arbitrage earnings will be segregated and made available for necessary payments to the US Treasury.

### **C. Debt Service Funds**

Investment strategies for Debt Service Funds shall be to ensure adequate funding for each consecutive debt service payment. The Investment Officers shall invest in such a manner as not to exceed an “unfunded” debt service date with the maturity of any investment. An unfunded debt service date is defined as a coupon or principal payment date that does not have cash or investment securities available to satisfy said payment.

### **D. Bond Reserve Funds**

Market conditions, Bond Ordinance constraints and Arbitrage regulation compliance will be considered when formulating Reserve Fund strategy. Maturity limitation shall generally not exceed the call provisions of the Bond Ordinance and shall not exceed the final maturity of the bond issue.

E. **Other Funds**

The anticipated cash requirements of other City funds will govern the appropriate maturity mix. Appropriate portfolio strategy shall be determined based upon market conditions. Policy compliance, City financial condition, and other risk return constraints will be considered when formulating investment strategy. Maximum maturity shall not exceed five years.

## Glossary of Cash Management Terms

**Accretion** – common investment accounting entry in which the book value of securities purchased at a discount are gradually written up to the par value. The process has the effect of recording the discount as income over time.

**Accrued Interest** – Interest earned, but not yet paid, on a bond.

**Agency** – See Federal Agency

**Amortization** – common investment accounting entry in which the book value of securities purchased at a premium are gradually written down to the par value.

**Basis Point** - A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield, e.g., "1/4" of 1 percent is equal to 25 basis points.

**Benchmark** – Index used to compare risk and performance to a managed portfolio.

**Bid** - The indicated price at which a buyer is willing to purchase a security or commodity.

**Book Value** – The original acquisition cost of an investment plus or minus the accrued amortization or accretion.

**Broker** – A financial firm that brings securities buyers and sellers together in return for a fee. The term “broker” is often used interchangeably with “dealer” to refer to a seller of investment securities.

**Callable Bond** - A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

**Cash Settlement** - A transaction which calls for delivery and payment of securities on the same day that the transaction is initiated.

**Collateralization** - Process by which a borrower pledges securities, property, or other deposits for the purpose of securing the repayment of a loan and/or security.

**Collateralized Mortgage Obligation (CMO)** – A derivative mortgage-backed security (MBS) created from pools of home mortgage loans. A single MBS is divided into multiple classes, each class containing a unique risk profile and security characteristics. A number of CMO classes are expressly prohibited by Texas State law.

**Commercial Paper** - An unsecured short-term promissory note issued by corporations, with maturities ranging from 1 to 270 days. Commercial paper must carry a minimum rating of A1P1 in order to be eligible under the Texas Public Funds Investment Act.

**Constant Maturity Treasury (CMT)** – A calculated average released by the Federal Reserve of all Treasury yields along a specific maturity point. This calculation is frequently used as a benchmark for conservative government portfolios.

**Coupon Rate** - The annual rate of interest received by an investor from the issuer of certain types of fixed-income securities. Also known as the "interest rate."

**Credit Risk** - The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

**Derivative** – Financial instruments whose value is derived from the movement of an underlying index or security.

**Dealer** – A dealer, as opposed to a broker, acts as a principal in all securities transactions, buying and selling for their own account. Often times, the terms “broker” and “dealer” are used interchangeably to refer to a seller of investment securities.

**Delivery Versus Payment (DVP)** - A type of securities transaction in which the purchaser pays for securities at the time of delivery either to the purchaser or his/her custodian.

**Derivative Security** - Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

**Discount** - The amount by which the par value of a security exceeds the price paid for the security.

**Diversification** - A process of investing assets among a range of security types by sector, maturity, and quality rating.

**Dollar Weighted Average Maturity (WAM)** - The average maturity of all the securities that comprise a portfolio.

**Fair Market Rate** – A documented and verifiable rate of interest which approximates the average rate which could have been earned on similar investments at the time of the transaction.

**Federal Agency** – A debt instrument, either fully guaranteed or sponsored by the U.S. government. The typical definition of agency includes the government sponsored enterprises of Fannie Mae, Freddie Mac, the Federal Farm Credit Bank (FFCB) and the Federal Home Loan Bank (FHLB).

**Federal Deposit Insurance Corporation (FDIC)** - A federal agency that insures bank deposits, currently up to \$250,000 per account or as adjusted by FDIC. Public deposits that exceed this amount must be properly collateralized with investment securities or insured through a surety bond.

**Interest Rate** - See "Coupon Rate."

**Internal Controls** - An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met.

**Interlocal Cooperation Act** –Law permitting joint participation by local governments providing one or more government functions within the State. This law (Section 791.001 et seq. of the Texas Government Code ("the Act")) has allowed for the creation of investment pools in Texas.

**Investment Advisors Act of 1940**- Law which requires all Investment Advisors to be registered with the SEC in order to protect the public from fraud.

**Investment Policy** - A concise and clear statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities. The Texas Public Funds Investment Act requires that public entities have a written and approved investment policy.

**Investment Pool** – An entity created under the Interlocal Cooperation Act to invest public funds jointly on behalf of the entities that participate in the pool.

**Liquidity** – A liquid investment is one that can be easily and quickly converted to cash without substantial loss of value. Investment pools and money market funds, which allow for same day withdrawal of cash, are considered extremely liquid.

**Local Government Investment Pool (LGIP)** - An investment by local governments in which their money is pooled as a method for managing local funds.

**Market Risk** - The risk that the value of a security will rise or decline as a result of changes in market conditions.

**Market Value** - A security's par amount multiplied by its market price.

**Master Repurchase Agreement** – A written contract covering all future transactions between the two parties to a repurchase agreement.

**Maturity** - The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bondholder. See "Weighted Average Maturity."

**Money Market Mutual Fund** - Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repos and federal funds).

**Mortgage-Backed Security (MBS)** – Security backed by pools of home loan mortgages.

**Financial Industry Regulatory Authority (FINRA) - formerly the National Association of Securities Dealers (NASD)** - A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

**Net Asset Value (NAV)** – The value of a mutual fund or investment pool at the end of the business day. NAV is calculated by adding the market value of all securities in a fund or pool, deducting expenses, and dividing by the number of shares in the fund or pool.

**Offer** - An indicated price at which market participants are willing to sell a security. Also referred to as the "Ask price."

**Par** - Face value or principal value of a bond, typically \$1,000 per bond. A security's par value is multiplied by its coupon rate to determine coupon payment amount.

**Premium** - The amount by which the price paid for a security exceeds the security's par value.

**Primary Government Securities Dealer (Primary Dealer)** – One of 21 (as of 12/2011 ) large government securities dealers who are required to submit daily reports of market activity and monthly

financial statements to the New York Federal Reserve Bank. Primary Dealers are required to continually “make a market” in Treasury securities, buying or selling when asked, thereby creating a liquid secondary market for US debt obligations.

**Principal** - The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

**Prudent Person Rule** - An investment standard outlining the fiduciary responsibilities of public funds investors relating to investment practices.

**Regular Way Delivery** - Securities settlement that calls for delivery and payment on the third business day following the trade date (T+3); payment on a T+1 basis is currently under consideration. Mutual funds are settled on a same day basis; government securities are settled on the next business day.

**Repurchase Agreement (repo or RP)** - An agreement by one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

**Reverse Repurchase Agreement (Reverse Repo)** - An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

**Safekeeping** - Holding of assets (e.g., securities) by a financial institution.

**Swap** - Trading one asset for another.

**Total Return** - The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period.  $(\text{Price Appreciation}) + (\text{Dividends paid}) + (\text{Capital gains}) = \text{Total Return}$

**Treasury Bills** - Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of \$10,000. Auctions of three- and six-month bills are weekly, while auctions of one-year bills are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

**Treasury Notes** - Intermediate U.S. government debt securities with maturities of two- to 10-years and issued in denominations ranging from \$1,000 to \$1 million or more.

**Uniform Net Capital Rule** - SEC Rule 15C3-1 outlining capital requirements for broker/dealers.

**Volatility** - A degree of fluctuation in the price and valuation of securities.

**Yield** - The current rate of return on an investment security generally expressed as a percentage of the security's current price.

**Yield-to-call (YTC)** - The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.



**Yield Curve** - A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

**Yield-to-maturity** - The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

**Zero-coupon Securities** – Securities issued at a discount which make no periodic interest payment. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.



# CITY OF KYLE, TEXAS

## Park Land Dedication Amendment

Meeting Date: 9/1/2015  
Date time: 7:00 PM

**Subject/Recommendation:** An Ordinance of the City of Kyle, Texas, amending the City of Kyle, Texas Code of Ordinances; amending Part II, Chapter 41, Article V, Section 41-147 Park Land Dedication, to remove conflicting references to living unit equivalent or LUE; providing for repeal of conflicting ordinances; providing for an effective date and an open meetings clause; and providing for related matters. ~ *James Earp, Assistant City Manager*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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[Park Land Dedication Amendment](#)

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ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING THE CITY OF KYLE, TX CODE OF ORDINANCES; AMENDING PART II, CHAPTER 41, ARTICLE V, SECTION 41-147 PARK LAND DEDICATION, TO REMOVE CONFLICTING REFERENCES TO LIVING UNIT EQUIVALENT OR LUE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE AND AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, the City Council has established park land dedication requirements for residential development; and,

**WHEREAS**, the current City code in an attempt to assist developers in calculating park land dedication requirements makes reference to dwelling units and living unit equivalents; and,

**WHEREAS**, the City finds that the intent of using living unit equivalents was entirely to differentiate from single family products that may have more dwelling spaces per unit than one; and,

**WHEREAS**, the City code defines living unit equivalent in Section 41-147 as being the same as dwelling units; and,

**WHEREAS**, the City has determined that living unit equivalent being a standard term used in engineering as it relates to water and waste water usage adds undue confusion to the calculation; and,

**WHEREAS**, the City wishes to clarify that the terms being used in Section 41-147 have no bearing and have no trait in common with the engineering definition of living unit equivalent by striking all references to living unit equivalent or LUE from Section 41-147.

**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. Amendment of Part II, Chapter 41, Article V, Section 41-147 Park Land Dedication.** City of Kyle, Texas, Code of Ordinances is hereby amended insofar, and insofar only, as is herein set forth, and in no other respect whatsoever.

**Paragraph (b) replaced in its entirety:**

(b) *Park land fee.* The developer of any residential subdivisions or developments within the city and its Extraterritorial jurisdiction shall pay a park land fee which shall be paid for each residential lot or dwelling unit within the subdivision or development at or prior to the time the final plat is submitted to the city for final signature approvals and recording in the public records. The park land fee shall be uniform and sufficient to acquire land for parks sufficient to serve the needs of the community as prioritized in the adopted parks, recreation and open space master plan. The park land fee shall be applicable to residential developments and dwelling units and shall be computed on the basis of \$600.00 per dwelling unit. The park land fee shall not apply to developments of five dwelling units or less, unless such development is a phase, section, or part of a development plan that will include more than five lots when completed.

**Paragraphs (c) and (d) amended in part to read as follows:**

(c) *Park land dedication in lieu of park land fee.*

(2) Whenever a final plat is submitted to the city for final signatures and filing of record with the County Clerk of Hays County for development of a residential area in accordance with this ordinance, or a planned development or other development subject to this ordinance and the comprehensive planning and zoning ordinance of the city, unless earlier waived by the city council such plat shall contain a clear, fee simple dedication of an area of land to the city for park purposes, which area shall equal one (1) acre for each 75 proposed dwelling units, and the dedication by fee or easement of land for hike and bike trails. Except as found appropriate and necessary by the city council for the hike and bike trail, all dedication of land shall be in a single parcel. The council and commission may deem that non-contiguous parcels are permissible in accordance with the regulations set forth herein. Any proposed plat submitted to the city for approval where a park land dedication is being substituted for the required park land fee as provided by this section shall show the area proposed to be dedicated. If a provision of this section for park land dedication conflicts with a provision for a hike and bike trail, the park land dedication requirements shall govern and control except when waived or varied by the city council to provide for hike and bike trails.

(d) *Park development fee.*

(1) In addition to the required payment of park land fee as set forth in subsection 41-147(b) or the dedication of land as set forth in subsection 47-147(c), as applicable, the developer or his successor shall pay a park development fee to the city which shall be paid for each residential lot or dwelling unit within the subdivision or development at or prior to the time the final plat is submitted to the city for final signature approvals and recording in the public records. The park development fee shall be set from time to time by city ordinance and shall be sufficient to provide for the development of amenities and improvements on dedicated parks within the city. The park development fee shall be applicable to residential developments and dwelling units and the park development fee shall be computed on the basis of \$600.00 per dwelling unit in the development or subdivision. The park development fee shall not apply to developments of five dwelling units or less, unless such

development is a phase, section, or part of a development plan that will include more than five lots when completed.

**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. 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 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.

**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

\_\_\_\_\_  
Todd Webster, Mayor



# CITY OF KYLE, TEXAS

## Temporary Park Trail Grading Easement

Meeting Date: 9/1/2015  
Date time: 7:00 PM

**Subject/Recommendation:** Approval of Execution of the Temporary Park Trail Grading Easement for Walton Texas, LP. ~ *Leon Barba, P.E., City Engineer*

**Other Information:** This is the approval to authorize signature of the Temporary Park Trail Grading Easements being requested by the Bigelow San Marcos Development, LLC, on property owned by Walton Texas, LP.

The easement is for a 0.224 acre tract of land situated in the M.B. Atkinson Survey, Abstract No. 21, Hays County, Texas, and being a part of the called 342.14 acre tract of land conveyed to Walton Texas, LP, recorded in Volume 4399, Page 768, Official Public Records of Hays County, Texas, said 0.224 acre tract of land being more particularly described by metes and bounds on attached Exhibit.

City Staff recommends approval of this proposal and the City Attorney has reviewed and approved the form of the easement.

It is recommended that this item be placed on the CONSENT agenda.

**Legal Notes:**

**Budget Information:** n/a

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**Attachments / click to download**

- [Temp Park Trail Grading Easement](#)
- [Easement Plan](#)
- [Overall Utility](#)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

## TEMPORARY PARK TRAIL GRADING EASEMENT

**Date:** July 31, 2015

**Grantor:** WALTON TEXAS, LP, a Texas limited partnership, on behalf of itself in its capacity as an Owner as to an approximately 5% undivided interest, and on behalf of all other "Owners" in its capacity as "Operator" as to an approximately 95% interest, pursuant to that certain Declaration of Covenants, Conditions and Restrictions recorded on August 10, 2012, with the Hays County Clerk's Office in San Marcos, Texas as Instrument No. 2012-12022080.

**Grantor's Address:** WALTON TEXAS, LP  
c/o Walton Development & Management TX, LLC  
515 Congress Avenue, Suite 1620  
Austin, Texas 78701  
Attn: General Manager

**Grantee/City:** City of Kyle, Texas.

**Grantee's/City's Address:** 100 West Center Street, Kyle, TX 78640.

**Easement Tract:** All that parcel of land situated in Hays County, Texas, described in the attached Exhibit A.

**Easement Duration:** Temporary until December 30, 2016, on which date this Easement shall automatically terminate and be of no force or effect.

**Easement Purpose:** To fill and grade, but not to use.

**Facilities:** Multi-use park trail.

**Permitted Encumbrances:** Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records the Texas county in which the Easement Tract is located that are valid, existing, and affect the Easement Tract as of the Date.

Grantor, for **TEN AND NO/100 DOLLARS (10.00)** AND OTHER GOOD AND VALUABLE CONSIDERATION PAID TO Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the City, as Grantee, a non-exclusive easement in, over, under, on, and across the Easement Tract for the Easement Purpose and only for the Easement Duration as may be necessary or desirable subject to the Permitted Encumbrances.

**TO HAVE AND TO HOLD** the Easement to the City and City's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract during the Easement Duration; provided further the City and the City's successors and assigns shall have no rights whatsoever to the Easement Tract following the expiration of the Easement Duration.

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and *City* includes *City's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

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WALTON TEXAS, LP, a Texas limited partnership, on behalf of itself in its capacity as an Owner as to an approximately 5% undivided interest, and on behalf of all other "Owners" in its capacity as "Operator" as to an approximately 95% interest, pursuant to that certain Declaration of Covenants, Conditions and Restrictions recorded on August 10, 2012, with the Hays County Clerk's Office in San Marcos, Texas as Instrument No. 2012-12022080

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

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF ARIZONA                    )  
  )     ss  
COUNTY OF MARICOPA            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ and \_\_\_\_\_, each an Authorized Signatory of Walton International Group, Inc., a Nevada corporation and the Manager of Walton Texas GP, LLC, a Texas limited liability company and the General Partner of Walton Texas, LP, a Texas limited partnership, on behalf of said partnership.

\_\_\_\_\_  
Notary Public, State of Arizona

[seal]

EXHIBIT A

METES AND BOUNDS DESCRIPTION

FOR A 0.224 ACRE TRACT OF LAND SITUATED IN THE M.B. ATKINSON SURVEY, ABSTRACT NO. 21, HAYS COUNTY, TEXAS, AND BEING A PART OF THE CALLED 342.14 ACRE TRACT OF LAND CONVEYED TO WALTON TEXAS, LP, RECORDED IN VOLUME 4399, PAGE 768, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 0.224 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGIN FOR REFERENCE at a 60D NAIL found in a fence post, on an angle point in the southerly boundary line of said 342.14-acre WALTON TEXAS, LP tract, same being on the northeast corner of the called 10.001 acre tract of land conveyed to ALAN J. PETLOWANY, recorded in Volume 1819, Page 600, Official Public Records of Hays County, Texas, same being on an angle point in the westerly boundary line of a called 10.04 acre tract of land conveyed to TERRY LEWIS and DEBORAH NAZEMI, recorded in Volume 4334, Page 286, Official Public Records of Hays County, Texas, same being on the southeast corner of a proposed 11.847 acre tract of land to be conveyed to BIGELOW SAN MARCOS DEVELOPMENT, LLC;

THENCE with the common boundary line of said 342.14-acre WALTON TEXAS, LP tract and 10.04-acre LEWIS and NAZEMI tract, and said proposed 11.847-acre tract, N 43°45'46" E for a distance of 325.28 feet to an iron rod found with cap marked "Diamond Surveying", and from which an iron rod found with cap marked "UDG" on the northwest corner of said LEWIS and NAZEMI tract, bears N 43°45'46" E for a distance of 212.74 feet;

THENCE through the interior of said 342.14-acre WALTON TEXAS, LP tract, same being with the boundary line of said proposed 11.847-acre tract the following six (6) courses and distances:

1. N 10°11'36" W for a distance of 27.67 feet to an iron rod found with cap marked "Diamond Surveying";
2. N 17°55'05" W for a distance of 65.89 feet to an iron rod found with cap marked "Diamond Surveying";
3. N 33°19'11" W for a distance of 108.26 feet to an iron rod found with cap marked "Diamond Surveying";
4. N 49°15'43" W for a distance of 73.14 feet to an iron rod found with cap marked "Diamond Surveying";
5. N 59°50'55" W for a distance of 59.07 feet to an iron rod found with cap marked "Diamond Surveying";

6. N 74°48'51" W for a distance of 25.57 feet to an iron rod found with cap marked "Diamond Surveying" on a point in the easterly boundary line of the called 30.358 acre tract of land described as AMENDED AND RATIFIED EASEMENT AGREEMENT, recorded in Document No. 2014-14008367, Official Public Records of Hays County, Texas, for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE continuing through the interior of said 342.14-acre WALTON TEXAS, LP tract, same being with the common boundary line of said 30.358-acre AMENDED AND RATIFIED EASEMENT AGREEMENT tract and said proposed 11.847-acre tract the following two (2) courses and distances:


1. S 58°56'51" W for a distance of 261.75 feet to an iron rod found with cap marked "Diamond Surveying", for the most southerly corner hereof;
2. N 34°31'41" W for a distance of 57.46 feet to an iron rod set with cap marked "Diamond Surveying", for the southwest corner hereof;

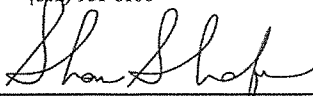
THENCE departing the common boundary line of said proposed 11.847-acre tract and said 30.358-acre AMENDED AND RATIFIED EASEMENT AGREEMENT tract, through the interior of said 342.14-acre WALTON TEXAS, LP tract, same being through the interior of said 30.358-acre AMENDED AND RATIFIED EASEMENT AGREEMENT tract the following five (5) courses and distances:

1. S 75°33'23" E for a distance of 33.93 feet to an iron rod set with cap marked "Diamond Surveying";
2. N 61°15'26" E for a distance of 107.23 feet to an iron rod set with cap marked "Diamond Surveying";
3. N 38°50'05" E for a distance of 59.79 feet to an iron rod set with cap marked "Diamond Surveying";
4. N 57°39'44" E for a distance of 51.58 feet to an iron rod set with cap marked "Diamond Surveying", for the northwest corner hereof;
5. S 58°48'33" E for a distance of 57.13 feet to the POINT OF BEGINNING hereof and containing 0.224 acre of land more or less.

BEARING BASIS: NAD-83, TEXAS SOUTH CENTRAL (4204), STATE PLANE SYSTEM.

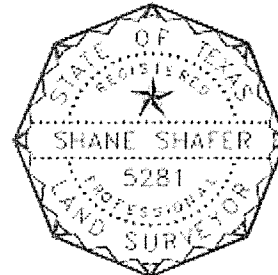
A drawing has been prepared to accompany this metes and bounds description.

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



MAY 29, 2015

SHANE SHAFER, R.P.L.S. NO. 5281      DATE



LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 10°11'36" W	27.67'	L16	N 61°15'26" E	107.23'
L2	N 17°55'05" W	65.89'	L17	N 38°50'05" E	59.79'
L3	N 33°19'11" W	108.26'	L18	N 57°39'44" E	51.58'
L4	N 49°15'43" W	73.14'	L19	S 58°48'33" E	57.13'
L5	N 59°50'55" W	59.07'	L20	N 34°31'41" W	170.78'
L6	N 74°48'51" W	25.57'	L21	S 64°39'58" W	22.67'
L7	S 89°45'03" W	344.86'	L22	S 64°39'58" W	90.06'
L8	N 33°19'11" W	20.80'	L23	N 23°17'15" W	79.23'
L9	N 33°19'11" W	51.81'	L24	N 66°40'24" E	90.00'
L10	S 81°27'09" E	70.02'	L25	S 23°17'15" E	76.07'
L11	S 00°20'12" W	23.13'	L26	S 64°39'58" W	54.36'
L12	S 76°29'37" W	41.80'	L27	S 89°45'03" W	16.17'
L13	N 33°19'12" W	35.64'	L28	N 51°50'33" W	21.62'
L14	N 34°31'41" W	57.46'	L29	S 68°10'18" E	35.73'
L15	S 75°33'23" E	33.93'	L30	N 51°50'33" W	178.96'

**DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION**

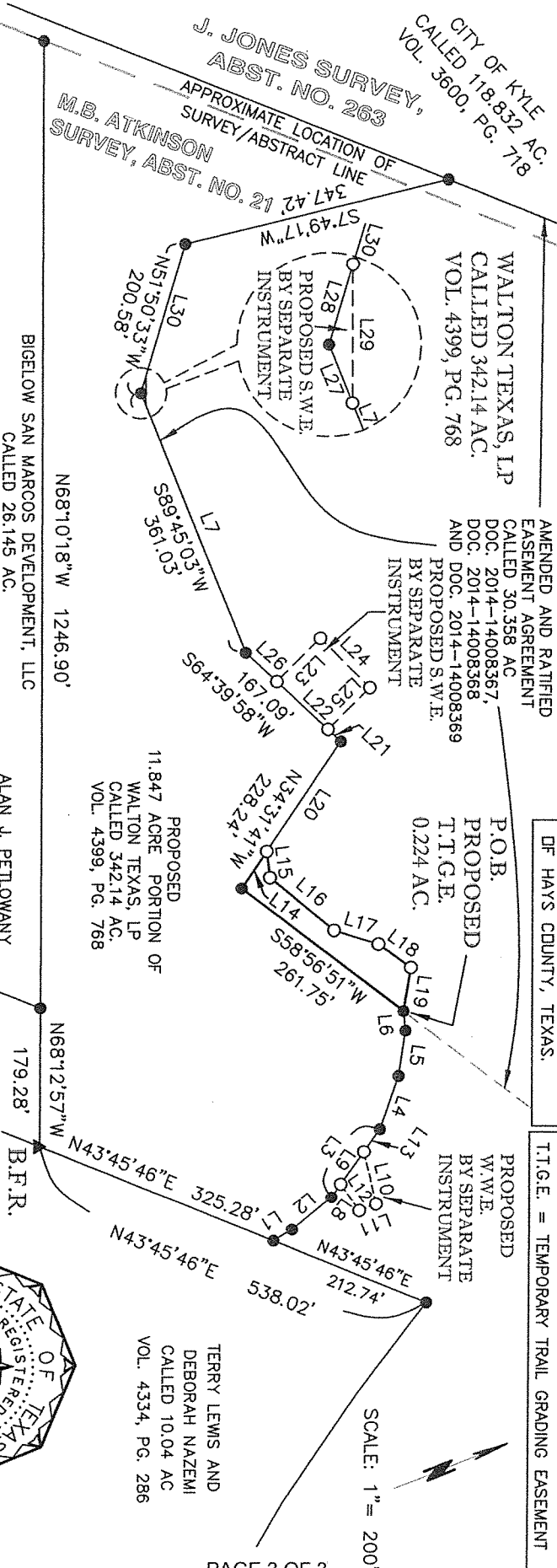
FOR A 0.224 ACRE TRACT OF LAND SITUATED IN THE M.B. ATKINSON SURVEY, ABSTRACT NO. 21, HAYS COUNTY, TEXAS, AND BEING A PART OF THE CALLED 342.14 ACRE TRACT OF LAND CONVEYED TO WALTON TEXAS, LP, RECORDED IN VOLUME 4399, PAGE 768, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

**GENERAL NOTES:**

- 1) BEARING BASIS: NAD-83, TEXAS SOUTH CENTRAL (4204), STATE PLANE SYSTEM.
- 2) ALL DOCUMENTS LISTED HEREIN ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HAYS COUNTY, TEXAS.

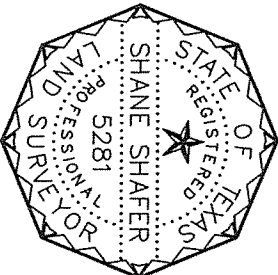
**LEGEND**

- = IRON ROD FOUND
- = BOUNDARY MONUMENT SET (IRON ROD CAPPED 'DIAMOND SURVEYING')
- ▲ = FLAGGED 60D NAIL FOUND IN FENCE POST
- B.F.R. = BEGIN FOR REFERENCE
- P.O.B. = POINT OF BEGINNING
- S.W.E. = STORMWATER EASEMENT
- W.W.E. = WASTEWATER EASEMENT
- T.T.G.E. = TEMPORARY TRAIL GRADING EASEMENT



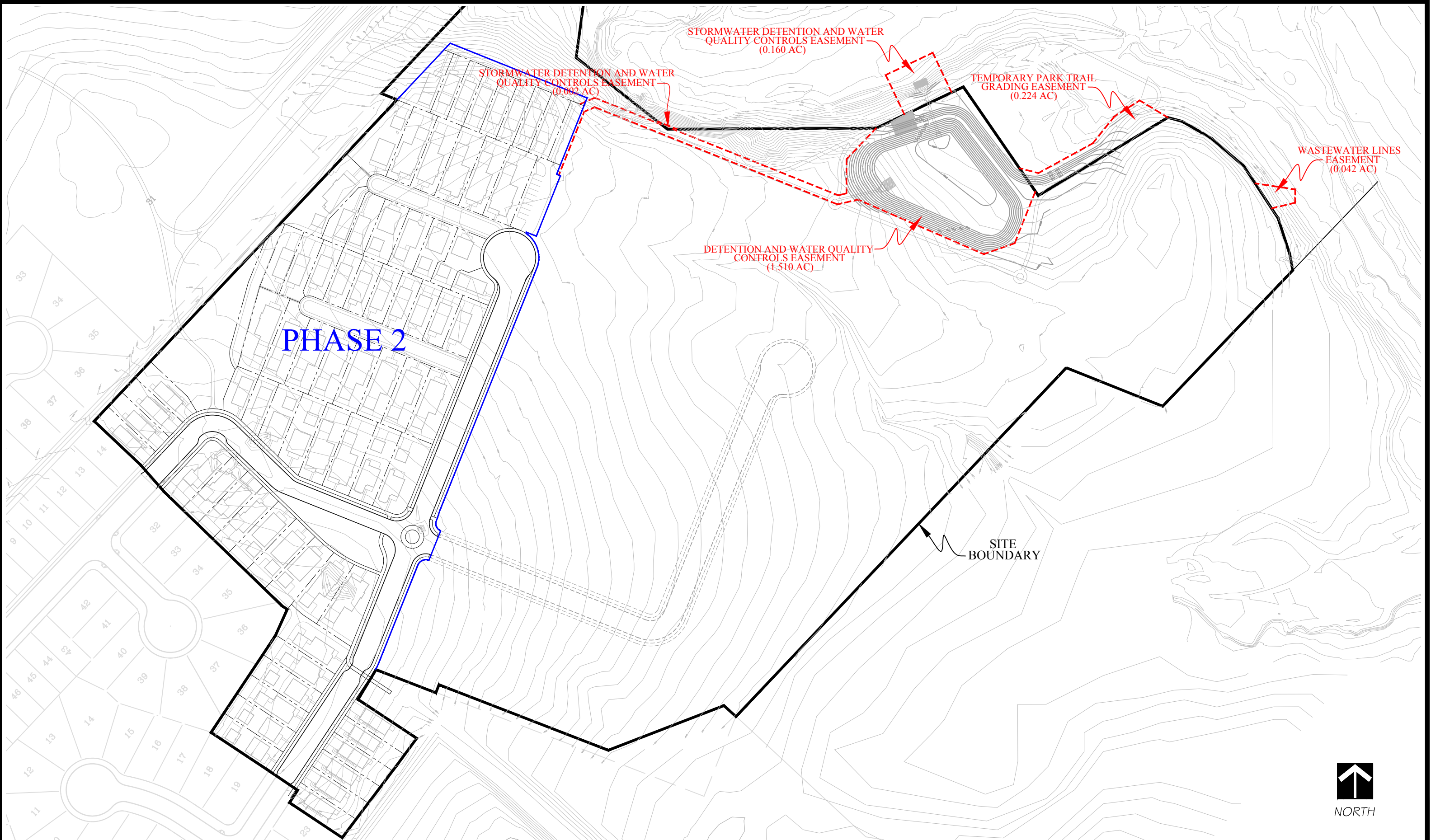
To: Bigelow San Marcos Development and Walton Texas, LP, LLC exclusively.

1. Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a survey made on the ground under my direct supervision completed on November 21, 2014. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1B, Condition III Standard Land Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.



*Shane Shafer*  
 SHANE SHAFER, R.P.L.S. NO. 5281  
 MAY 29, 2015  
 DATE

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



COPYRIGHT © 2015 BIGELOW DEVELOPMENT, LLC

**BIGELOW DEVELOPMENT, LLC**  
 P.O. BOX 848  
 SAN MARCOS, TEXAS 78667

**BROOKSIDE**  
 KYLE, TX

**OFF-SITE EASEMENT PLAN**

8/7/15

EXHIBIT

**LEGEND**

- EXISTING PROPERTY LINE
- - - PROPOSED LOT LINE
- - - PROPOSED EASEMENT LINE
- W EXISTING WATER LINE
- W PROPOSED WATER LINE
- W FUTURE WATER LINE
- WW EXISTING WASTEWATER LINE
- WW PROPOSED WASTEWATER SERVICE
- WW FUTURE WASTEWATER LINE
- SS PROPOSED STORM SEWER LINE
- SS FUTURE STORM SEWER LINE
- PROPOSED STORM SEWER CURB INLET
- PROPOSED STORM SEWER AREA INLET
- PROPOSED SS STANDARD MANHOLE
- PROPOSED SS BOX MANHOLE
- ◆ PROPOSED FIRE HYDRANT
- PROPOSED WW MANHOLE
- WATER VALVE
- PROPOSED WW SERVICE - SINGLE
- PROPOSED WW SERVICE - DOUBLE
- PROPOSED WATER SERVICE - SINGLE

SCALE: 1" = 60'

MATCHLINE

**NOTES**

- EXISTING UTILITY INFORMATION WAS COMPILED FROM RECORD DRAWINGS. CONTRACTOR SHALL FIELD VERIFY EXACT DEPTH AND LOCATIONS OF EXISTING LINES PRIOR TO CONSTRUCTION.

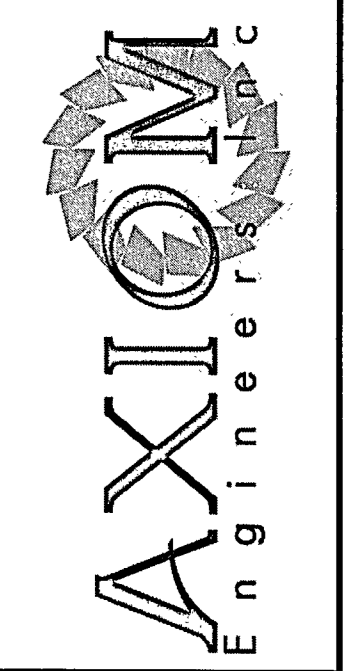
BIGELOW SAN MARCOS DEVELOPMENT, L.L.C.  
26.145 ACRES  
VOL. 4963, PG. 874

RIGHT OF WAY AND EASEMENT (NO WIDTH SPECIFIED)  
UNITED GAS PUBLIC SERVICE COMPANY VOL. 708, PG. 27  
(LOCATION IS BASED ON GAS LINE MARKER POSTS)

RIGHT OF WAY AND EASEMENT DEED FOR DISTRIBUTION SYSTEM  
CENTERPOINT ENERGY ENTERPRISE  
VOL. 2083, PG. 248  
30' WIDE, 15' EITHER SIDE OF GAS LINE AS LAID  
(LOCATION IS BASED ON GAS LINE MARKER POSTS)

NO.	DATE	REVISION	APPVD

13276 Research Blvd Ste 208  
Austin, Texas 78750  
Ph: (512) 506-9335  
Fax: (512) 506-9377  
www.axiomtexas.com  
Texas P.E. Firm No. F-43



**Brookside Phase 2**  
KYLE, TEXAS  
OVERALL UTILITY PLAN

CITY OF KYLE  
JUL 23 2015  
PLANNING DEPARTMENT

DESIGNED:	ADR
APPROVED:	ADR
FILE:	BROOK-UTIL
JOB NO.:	270-03
DATE:	MARCH 2015
SHEET	OF
7	27



# CITY OF KYLE, TEXAS

## Storm Water Detention and Water Quality Controls Easement

Meeting Date: 9/1/2015  
Date time: 7:00 PM

**Subject/Recommendation:** Approval of Execution of the Storm Water Detention and Water Quality Controls Easement for Walton Texas, LP. ~ *Leon Barba, P.E., City Engineer*

**Other Information:** This is the approval to authorize signature of the Storm Water Detention and Water Quality Control Easements being requested by the Bigelow San Marcos Development, LLC, on property owned by Walton Texas, LP.

The easement is for a 0.160 acre tract of land situated in the M.B. Atkinson Survey, Abstract No. 21, Hays County, Texas, and being a part of the called 342.14 acre tract of land conveyed to Walton Texas, LP, recorded in Volume 4399, Page 768, Official Public Records of Hays County, Texas, said 0.160 acre tract of land being more particularly described by metes and bounds on attached Exhibit.

City Staff recommends approval of this proposal and the City Attorney has reviewed and approved the form of the easement.

It is recommended that this item be placed on the CONSENT agenda.

**Legal Notes:**

**Budget Information:** n/a

---

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

**Attachments / click to download**

[Storm Water Easement](#)

[Easement Plan](#)

[Overall Utility](#)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

## STORMWATER DETENTION AND WATER QUALITY CONTROLS EASEMENT

**Date:** July 31, 2015

**Grantor:** WALTON TEXAS, LP, a Texas limited partnership, on behalf of itself in its capacity as an Owner as to an approximately 5% undivided interest, and on behalf of all other "Owners" in its capacity as "Operator" as to an approximately 95% interest, pursuant to that certain Declaration of Covenants, Conditions and Restrictions recorded on August 10, 2012, with the Hays County Clerk's Office in San Marcos, Texas as Instrument No. 2012-12022080

**Grantor's Address:** WALTON TEXAS, LP  
c/o Walton Development & Management TX, LLC  
515 Congress Avenue, Suite 1620  
Austin, Texas 78701  
Attn: General Manager

**Grantee/City:** CITY OF KYLE, TEXAS

**Grantee's/City's Address:** 100 W. Center Street, Kyle, TX 78640

**Easement Tract:** All that parcel of land situated in Hays County, Texas, described in the attached Exhibit A.

**Easement Duration:** Perpetual

**Easement Purpose:** To install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission the Facilities (defined below).

**Facilities:** Stormwater drainage conveyance structures, and stormwater detention and water quality controls with all associated culverts, erosion control structures, and other necessary and associated appurtenances.

**Permitted Encumbrances:** Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of the Texas county in which the Easement Tract is located that



are valid, existing, and affect the Easement Tract as of the Date, and the rights of Grantor and its successors and assigns to access and use the Easement Tract for any purpose that is not a "Non-Permitted Activity."

**Non-Permitted Activity:** Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, or other similar improvement in the Easement Tract.

**FOR TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor by the City, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor hereby **GRANTS, SELLS AND CONVEYS** to the City, as Grantee, subject to the terms and conditions set forth herein, a non-exclusive easement for detention and water quality controls in, over, under, on and across the Easement Tract but subject at all times to the Permitted Encumbrances.

**TO HAVE AND TO HOLD** the Easement perpetually to the City and the City's successors and assigns limited to and solely for the Easement Purpose; provided the City covenants and agrees that it shall cause all construction, reconstruction and maintenance activities to be conducted and performed in a good and workmanlike manner with as little interference as reasonably possible to Grantor's property and all real property in the vicinity of such activities; and provided further the City covenants and agrees to promptly cause the return of the real property to substantially the same condition it was in prior to all construction, reconstruction or maintenance activities conducted and performed on the Easement Tract; and provided further that Grantor retains the right to access and use the Easement Tract for any purpose that does not unreasonably interfere with the City's rights granted hereunder.

Except where the context otherwise requires, "*Grantor*" includes Grantor's heirs, success and assigns, and "*City*" includes City's employees, agents, consultants, contractors, success and assigns; and where the context requires, singular nouns and pronouns include plural.

---The remainder of this page is intentionally blank---

WALTON TEXAS, LP, a Texas limited partnership, on behalf of itself in its capacity as an Owner as to an approximately 5% undivided interest, and on behalf of all other "Owners" in its capacity as "Operator" as to an approximately 95% interest, pursuant to that certain Declaration of Covenants, Conditions and Restrictions recorded on August 10, 2012, with the Hays County Clerk's Office in San Marcos, Texas as Instrument No. 2012-12022080

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

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF ARIZONA                    )  
  )     ss  
COUNTY OF MARICOPA            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ and \_\_\_\_\_, each an Authorized Signatory of Walton International Group, Inc., a Nevada corporation and the Manager of Walton Texas GP, LLC, a Texas limited liability company and the General Partner of Walton Texas, LP, a Texas limited partnership, on behalf of said partnership.

\_\_\_\_\_  
Notary Public, State of Arizona

[seal]

EXHIBIT A

METES AND BOUNDS DESCRIPTION

FOR A 0.160 ACRE TRACT OF LAND SITUATED IN THE M.B. ATKINSON SURVEY, ABSTRACT NO. 21, HAYS COUNTY, TEXAS, AND BEING A PART OF THE CALLED 342.14 ACRE TRACT OF LAND CONVEYED TO WALTON TEXAS, LP, RECORDED IN VOLUME 4399, PAGE 768, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 0.160 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGIN FOR REFERENCE at a 60D NAIL found in a fence post, on an angle point in the southerly boundary line of said 342.14-acre WALTON TEXAS, LP tract, same being on the northeast corner of the called 10.001 acre tract of land conveyed to ALAN J. PETLOWANY, recorded in Volume 1819, Page 600, Official Public Records of Hays County, Texas, same being on an angle point in the westerly boundary line of a called 10.04 acre tract of land conveyed to TERRY LEWIS and DEBORAH NAZEMI, recorded in Volume 4334, Page 286, Official Public Records of Hays County, Texas, same being on the southeast corner of a proposed 11.847 acre tract of land to be conveyed to BIGELOW SAN MARCOS DEVELOPMENT, LLC;

THENCE with the common boundary line of said 342.14-acre WALTON TEXAS, LP tract and 10.04-acre LEWIS and NAZEMI tract, and said proposed 11.847-acre tract, N 43°45'46" E for a distance of 325.28 feet to an iron rod found with cap marked "Diamond Surveying", and from which an iron rod found with cap marked "UDG" on the northwest corner of said LEWIS and NAZEMI tract, bears N 43°45'46" E for a distance of 212.74 feet;

THENCE through the interior of said 342.14-acre WALTON TEXAS, LP tract, same being with the boundary line of said proposed 11.847-acre tract the following six (6) courses and distances:

1. N 10°11'36" W for a distance of 27.67 feet to an iron rod found with cap marked "Diamond Surveying";
2. N 17°55'05" W for a distance of 65.89 feet to an iron rod found with cap marked "Diamond Surveying";
3. N 33°19'11" W for a distance of 108.26 feet to an iron rod found with cap marked "Diamond Surveying";
4. N 49°15'43" W for a distance of 73.14 feet to an iron rod found with cap marked "Diamond Surveying";
5. N 59°50'55" W for a distance of 59.07 feet to an iron rod found with cap marked "Diamond Surveying";
6. N 74°48'51" W for a distance of 25.57 feet to an iron rod found with cap marked "Diamond Surveying" on a point in the easterly boundary line of the called 30.358 acre tract of land described as AMENDED AND RATIFIED EASEMENT AGREEMENT, recorded in Document No. 2014-14008367, Official Public Records of Hays County, Texas;

THENCE continuing through the interior of said 342.14-acre WALTON TEXAS, LP tract, same being with the common boundary line of said 30.358-acre AMENDED AND RATIFIED EASEMENT AGREEMENT tract and said proposed 11.847-acre tract the following three (3) courses and distances:

1. S 58°56'51" W for a distance of 261.75 feet to an iron rod found with cap marked "Diamond Surveying";
2. N 34°31'41" W for a distance of 228.24 feet to an iron rod found with cap marked "Diamond Surveying";
3. S 64°39'58" W for a distance of 22.67 feet to an iron rod set with cap marked "Diamond Surveying", for the most easterly corner and **POINT OF BEGINNING** hereof;


THENCE continuing through the interior of said 342.14-acre WALTON TEXAS, LP tract, same being with the common boundary line of said 30.358-acre AMENDED AND RATIFIED EASEMENT AGREEMENT tract and said proposed 11.847-acre tract **S 64°39'58" W** for a distance of **90.06 feet** to an iron rod set with cap marked "Diamond Surveying", for the most southerly corner hereof;

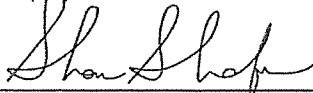
THENCE departing the common boundary line of said proposed 11.847-acre tract and said 30.358-acre AMENDED AND RATIFIED EASEMENT AGREEMENT tract, through the interior of said 342.14-acre WALTON TEXAS, LP tract, same being through the interior of said 30.358-acre AMENDED AND RATIFIED EASEMENT AGREEMENT tract the following three (3) courses and distances:

1. N 23°17'15" W for a distance of **79.23 feet** to an iron rod set with cap marked "Diamond Surveying", for the most westerly corner hereof;
2. N 66°40'24" E for a distance of **90.00 feet** to an iron rod set with cap marked "Diamond Surveying", for the most northerly corner hereof;
3. S 23°17'15" E for a distance of **76.07 feet** to the POINT OF BEGINNING hereof and containing 0.160 acre of land more or less.

BEARING BASIS: NAD-83, TEXAS SOUTH CENTRAL (4204), STATE PLANE SYSTEM.

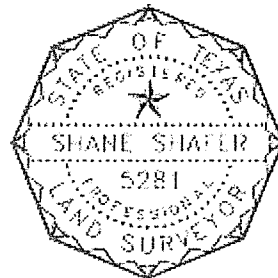
A drawing has been prepared to accompany this metes and bounds description.

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



May 29, 2015

SHANE SHAFER, R.P.L.S. NO. 5281      DATE



PAGE 2 OF 3

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 10°11'36" W	27.67'	L16	N 61°15'26" E	107.23'
L2	N 17°55'05" W	65.89'	L17	N 38°50'05" E	59.79'
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L10	S 81°27'09" E	70.02'	L25	S 23°17'15" E	76.07'
L11	S 00°20'12" W	23.13'	L26	S 64°39'58" W	54.36'
L12	S 76°29'37" W	41.80'	L27	S 89°45'03" W	16.17'
L13	N 33°19'12" W	35.64'	L28	N 51°50'33" W	21.62'
L14	N 34°31'41" W	57.46'	L29	S 68°10'18" E	35.73'
L15	S 75°33'23" E	33.93'	L30	N 51°50'33" W	178.96'

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 0160 ACRE TRACT OF LAND SITUATED IN THE M.B. ATKINSON SURVEY, ABSTRACT NO. 21, HAYS COUNTY, TEXAS, AND BEING A PART OF THE CALLED 342.14 ACRE TRACT OF LAND CONVEYED TO WALTON TEXAS, LP, RECORDED IN VOLUME 4399, PAGE 768, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

GENERAL NOTES:

- 1) BEARING BASIS: NAD-83, TEXAS SOUTH CENTRAL (4204), STATE PLANE SYSTEM.
- 2) ALL DOCUMENTS LISTED HEREIN ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HAYS COUNTY, TEXAS.

LEGEND

- = IRON ROD FOUND
- = BOUNDARY MONUMENT SET (IRON ROD CAPPED 'DIAMOND SURVEYING')
- ▲ = FLAGGED 60D NAIL FOUND IN FENCE POST
- B.F.R. = BEGIN FOR REFERENCE
- P.O.B. = POINT OF BEGINNING
- S.W.E. = STORMWATER EASEMENT
- W.W.E. = WASTEWATER EASEMENT
- T.T.G.E. = TEMPORARY TRAIL GRADING EASEMENT

CITY OF KYLE AC.  
CALLED 118.832 AC.  
VOL. 3600, PG. 718

WALTON TEXAS, LP  
CALLED 342.14 AC.  
VOL. 4399, PG. 768

AMENDED AND RATIFIED  
EASEMENT AGREEMENT  
CALLED 30.358 AC  
DOC. 2014-14008367,  
DOC. 2014-14008368  
AND DOC. 2014-14008369  
P.O.B.

PROPOSED T.T.G.E.  
BY SEPARATE  
INSTRUMENT

PROPOSED  
W.W.E.  
BY SEPARATE  
INSTRUMENT

J. JONES SURVEY,  
ABST. NO. 263  
APPROXIMATE LOCATION OF  
SURVEY/ABSTRACT LINE  
347.42 12

M.B. ATKINSON  
SURVEY, ABST. NO. 21

PROPOSED S.W.E.  
BY SEPARATE  
INSTRUMENT

PROPOSED  
S.W.E.  
0.160 AC.  
BY SEPARATE  
INSTRUMENT

PROPOSED  
11.847 ACRE PORTION OF  
WALTON TEXAS, LP  
CALLED 342.14 AC.  
VOL. 4399, PG. 768

TERRY LEWIS AND  
DEBORAH NAZEMI  
CALLED 10.04 AC  
VOL. 4334, PG. 286

BIGELOW SAN MARCOS DEVELOPMENT, LLC  
CALLED 26.145 AC.  
VOL. 4963, PG. 874

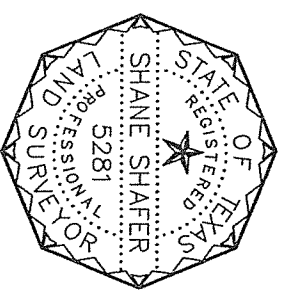
ALAN J. PETLOWANY  
CALLED 10.001 AC.  
VOL. 1819, PG. 600

B.F.R.

SCALE: 1" = 200'

To: Bigelow San Marcos Development and Walton Texas, LP, LLC exclusively.

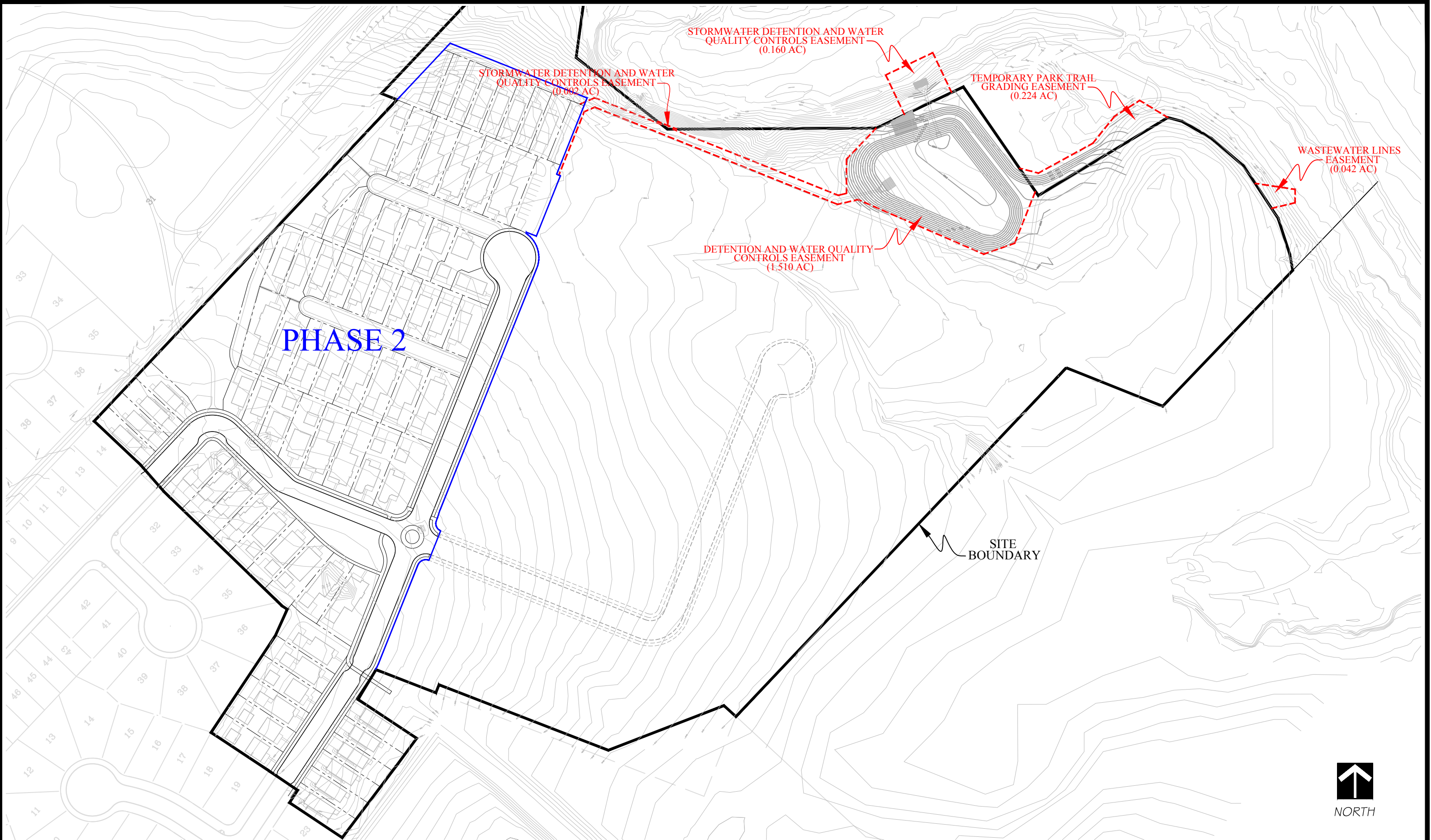
I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a survey made on the ground under my direct supervision completed on November 21, 2014, at the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the Standards for a Category 1B, Condition III Standard Land Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.



*Shane Shafer*  
SHANE SHAFER, R.P.L.S. NO. 5281

MAY 29, 2015  
DATE

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



PHASE 2

STORMWATER DETENTION AND WATER QUALITY CONTROLS EASEMENT (0.160 AC)

STORMWATER DETENTION AND WATER QUALITY CONTROLS EASEMENT (0.002 AC)

TEMPORARY PARK TRAIL GRADING EASEMENT (0.224 AC)

WASTEWATER LINES EASEMENT (0.042 AC)

DETENTION AND WATER QUALITY CONTROLS EASEMENT (1.510 AC)

SITE BOUNDARY



COPYRIGHT © 2015 BIGELOW DEVELOPMENT, LLC

**BIGELOW DEVELOPMENT, LLC**  
 P.O. BOX 848  
 SAN MARCOS, TEXAS 78667

**BROOKSIDE**  
 KYLE, TX

**OFF-SITE EASEMENT PLAN**

8/7/15

EXHIBIT

**LEGEND**

- EXISTING PROPERTY LINE
- - - PROPOSED LOT LINE
- - - PROPOSED EASEMENT LINE
- W EXISTING WATER LINE
- W PROPOSED WATER LINE
- W FUTURE WATER LINE
- WW EXISTING WASTEWATER LINE
- WW PROPOSED WASTEWATER SERVICE
- WW FUTURE WASTEWATER LINE
- SS PROPOSED STORM SEWER LINE
- SS FUTURE STORM SEWER LINE
- PROPOSED STORM SEWER CURB INLET
- PROPOSED STORM SEWER AREA INLET
- PROPOSED SS STANDARD MANHOLE
- PROPOSED SS BOX MANHOLE
- ◆ PROPOSED FIRE HYDRANT
- PROPOSED WW MANHOLE
- WATER VALVE
- PROPOSED WW SERVICE - SINGLE
- PROPOSED WW SERVICE - DOUBLE
- PROPOSED WATER SERVICE - SINGLE

SCALE: 1" = 60'

MATCHLINE

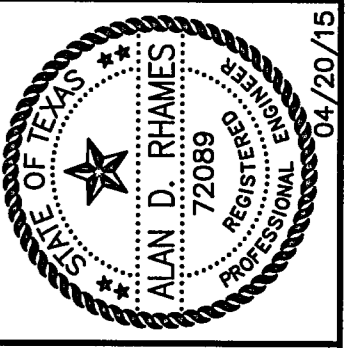
**NOTES**

1. EXISTING UTILITY INFORMATION WAS COMPILED FROM RECORD DRAWINGS. CONTRACTOR SHALL FIELD VERIFY EXACT DEPTH AND LOCATIONS OF EXISTING LINES PRIOR TO CONSTRUCTION.

BIGELOW SAN MARCOS DEVELOPMENT, L.L.C.  
26.145 ACRES  
VOL. 4963, PG. 874

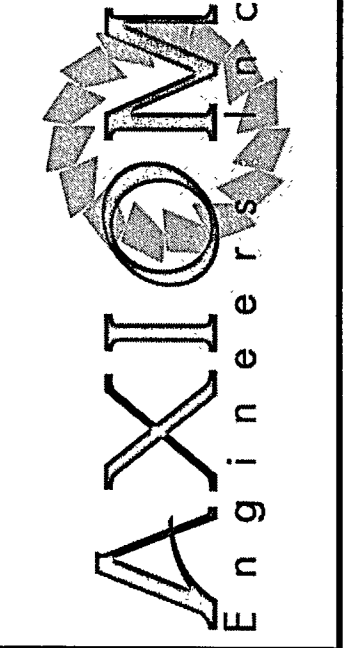
RIGHT OF WAY AND EASEMENT DEED FOR DISTRIBUTION SYSTEM  
CENTERPOINT ENERGY ENTERPRISE  
VOL. 2083, PG. 248  
(LOCATION IS BASED ON GAS LINE MARKER POSTS)

RIGHT OF WAY AND EASEMENT (NO WIDTH SPECIFIED)  
UNITED GAS PUBLIC SERVICE COMPANY VOL. 708, PG. 27  
(LOCATION IS BASED ON GAS LINE MARKER POSTS)



*ADR*

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Austin, Texas 78750  
Ph: (512) 506-9335  
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www.axiomtexas.com  
Texas P.E. Firm No. F-43



**Brookside Phase 2**  
KYLE, TEXAS  
OVERALL UTILITY PLAN

CITY OF KYLE  
JUL 23 2015  
PLANNING DEPARTMENT

DESIGNED:	ADR
APPROVED:	ADR
FILE:	BROOK-UTIL
JOB NO.:	270-03
DATE:	MARCH 2015
SHEET	7 OF 27

NO.	DATE	REVISION	APPVD



# CITY OF KYLE, TEXAS

## Storm Water Detention and Water Quality Controls Easement 2

Meeting Date: 9/1/2015  
Date time: 7:00 PM

**Subject/Recommendation:** Approval of Execution of the Storm Water Detention and Water Quality Controls Easement 2 (second separate easement) for Walton Texas, LP. ~ *Leon Barba, P.E., City Engineer*

**Other Information:** This is the approval to authorize signature of the Storm Water Detention and Water Quality Control Easements being requested by the Bigelow San Marcos Development, LLC, on property owned by Walton Texas, LP.

The easement is for a 0.002 acre tract of land situated in the M.B. Atkinson Survey, Abstract No. 21, Hays County, Texas, and being a part of the called 342.14 acre tract of land conveyed to Walton Texas, LP, recorded in Volume 4399, Page 768, Official Public Records of Hays County, Texas, said 0.002 acre tract of land being more particularly described by metes and bounds on attached Exhibit.

City Staff recommends approval of this proposal and the City Attorney has reviewed and approved the form of the easement.

It is recommended that this item be placed on the CONSENT agenda.

### Legal Notes:

**Budget Information:** n/a

---

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

#### Attachments / click to download

[Storm Water Easement 2](#)

[Easement Plan](#)

[Overall Utility](#)



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

## STORMWATER DETENTION AND WATER QUALITY CONTROLS EASEMENT

**Date:** July 31, 2015

**Grantor:** WALTON TEXAS, LP, a Texas limited partnership, on behalf of itself in its capacity as an Owner as to an approximately 5% undivided interest, and on behalf of all other "Owners" in its capacity as "Operator" as to an approximately 95% interest, pursuant to that certain Declaration of Covenants, Conditions and Restrictions recorded on August 10, 2012, with the Hays Country Clerk's Office in San Marcos, Texas as Instrument No. 2012-12022080

**Grantor's Address:** WALTON TEXAS, LP  
c/o Walton Development & Management TX, LLC  
515 Congress Avenue, Suite 1620  
Austin, Texas 78701  
Attn: General Manager

**Grantee/City:** CITY OF KYLE, TEXAS

**Grantee's/City's Address:** 100 W. Center Street, Kyle, TX 78640

**Easement Tract:** All that parcel of land situated in Hays County, Texas, described in the attached Exhibit A.

**Easement Duration:** Perpetual

**Easement Purpose:** To install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission the Facilities (defined below).

**Facilities:** Stormwater drainage conveyance structures, and stormwater detention and water quality controls with all associated culverts, erosion control structures, and other necessary and associated appurtenances.

**Permitted Encumbrances:** Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of the Texas county in which the Easement Tract is located that

are valid, existing, and affect the Easement Tract as of the Date, and the rights of Grantor and its successors and assigns to access and use the Easement Tract for any purpose that is not a "Non-Permitted Activity."

**Non-Permitted Activity:** Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, or other similar improvement in the Easement Tract.

**FOR TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor by the City, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor hereby **GRANTS, SELLS AND CONVEYS** to the City, as Grantee, subject to the terms and conditions set forth herein, a non-exclusive easement for detention and water quality controls in, over, under, on and across the Easement Tract but subject at all times to the Permitted Encumbrances.

**TO HAVE AND TO HOLD** the Easement perpetually to the City and the City's successors and assigns limited to and solely for the Easement Purpose; provided the City covenants and agrees that it shall cause all construction, reconstruction and maintenance activities to be conducted and performed in a good and workmanlike manner with as little interference as reasonably possible to Grantor's property and all real property in the vicinity of such activities; and provided further the City covenants and agrees to promptly cause the return of the real property to substantially the same condition it was in prior to all construction, reconstruction or maintenance activities conducted and performed on the Easement Tract; and provided further that Grantor retains the right to access and use the Easement Tract for any purpose that does not unreasonably interfere with the City's rights granted hereunder.

Except where the context otherwise requires, "*Grantor*" includes Grantor's heirs, success and assigns, and "*City*" includes City's employees, agents, consultants, contractors, success and assigns; and where the context requires, singular nouns and pronouns include plural.

---The remainder of this page is intentionally blank---

WALTON TEXAS, LP, a Texas limited partnership, on behalf of itself in its capacity as an Owner as to an approximately 5% undivided interest, and on behalf of all other "Owners" in its capacity as "Operator" as to an approximately 95% interest, pursuant to that certain Declaration of Covenants, Conditions and Restrictions recorded on August 10, 2012, with the Hays County Clerk's Office in San Marcos, Texas as Instrument No. 2012-12022080

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

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF ARIZONA                    )  
  )     ss  
COUNTY OF MARICOPA            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ and \_\_\_\_\_, each an Authorized Signatory of Walton International Group, Inc., a Nevada corporation and the Manager of Walton Texas GP, LLC, a Texas limited liability company and the General Partner of Walton Texas, LP, a Texas limited partnership, on behalf of said partnership.

\_\_\_\_\_  
Notary Public, State of Arizona

[seal]

EXHIBIT A

METES AND BOUNDS DESCRIPTION

FOR A 0.002 ACRE TRACT OF LAND SITUATED IN THE M.B. ATKINSON SURVEY, ABSTRACT NO. 21, HAYS COUNTY, TEXAS, AND BEING A PART OF THE CALLED 342.14 ACRE TRACT OF LAND CONVEYED TO WALTON TEXAS, LP, RECORDED IN VOLUME 4399, PAGE 768, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 0.002 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGIN FOR REFERENCE at a 60D NAIL found in a fence post, on an angle point in the southerly boundary line of said 342.14-acre WALTON TEXAS, LP tract, same being on the northeast corner of the called 10.001 acre tract of land conveyed to ALAN J. PETLOWANY, recorded in Volume 1819, Page 600, Official Public Records of Hays County, Texas, same being on an angle point in the westerly boundary line of a called 10.04 acre tract of land conveyed to TERRY LEWIS and DEBORAH NAZEMI, recorded in Volume 4334, Page 286, Official Public Records of Hays County, Texas, same being on the southeast corner of a proposed 11.847 acre tract of land to be conveyed to BIGELOW SAN MARCOS DEVELOPMENT, LLC;

THENCE with the common boundary line of said 342.14-acre WALTON TEXAS, LP tract and 10.04-acre LEWIS and NAZEMI tract, and said proposed 11.847-acre tract, N 43°45'46" E for a distance of 325.28 feet to an iron rod found with cap marked "Diamond Surveying", and from which an iron rod found with cap marked "UDG" on the northwest corner of said LEWIS and NAZEMI tract, bears N 43°45'46" E for a distance of 212.74 feet;

THENCE through the interior of said 342.14-acre WALTON TEXAS, LP tract, same being with the boundary line of said proposed 11.847-acre tract the following six (6) courses and distances:

1. N 10°11'36" W for a distance of 27.67 feet to an iron rod found with cap marked "Diamond Surveying";
2. N 17°55'05" W for a distance of 65.89 feet to an iron rod found with cap marked "Diamond Surveying";
3. N 33°19'11" W for a distance of 108.26 feet to an iron rod found with cap marked "Diamond Surveying";
4. N 49°15'43" W for a distance of 73.14 feet to an iron rod found with cap marked "Diamond Surveying";
5. N 59°50'55" W for a distance of 59.07 feet to an iron rod found with cap marked "Diamond Surveying";
6. N 74°48'51" W for a distance of 25.57 feet to an iron rod found with cap marked "Diamond Surveying" on a point in the easterly boundary line of the called 30.358 acre tract of land described as AMENDED AND RATIFIED EASEMENT AGREEMENT, recorded in Document No. 2014-14008367, Official Public Records of Hays County, Texas;

THENCE continuing through the interior of said 342.14-acre WALTON TEXAS, LP tract, same being with the common boundary line of said 30.358-acre AMENDED AND RATIFIED EASEMENT AGREEMENT tract and said proposed 11.847-acre tract the following four (4) courses and distances:

1. S 58°56'51" W for a distance of 261.75 feet to an iron rod found with cap marked "Diamond Surveying";
2. N 34°31'41" W for a distance of 228.24 feet to an iron rod found with cap marked "Diamond Surveying";
3. S 64°39'58" W for a distance of 167.09 feet to an iron rod found with cap marked "Diamond Surveying";
4. S 89°45'03" W for a distance of 344.86 feet to an iron rod set with cap marked "Diamond Surveying", for the most easterly corner and **POINT OF BEGINNING** hereof;


THENCE continuing through the interior of said 342.14-acre WALTON TEXAS, LP tract, same being with the common boundary line of said 30.358-acre AMENDED AND RATIFIED EASEMENT AGREEMENT tract and said proposed 11.847-acre tract the following two (2) courses and distances:

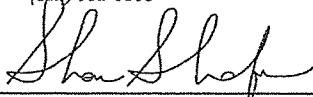
1. **S 89°45'03" W** for a distance of **16.17 feet** to an iron rod found with cap marked "Diamond Surveying", for the most southerly corner hereof;
2. **N 51°50'33" W** for a distance of **21.62 feet** to an iron rod set with cap marked "Diamond Surveying", for the most westerly corner hereof;

THENCE departing the common boundary line of said proposed 11.847-acre tract and said 30.358-acre AMENDED AND RATIFIED EASEMENT AGREEMENT tract, through the interior of said 342.14-acre WALTON TEXAS, LP tract, same being through the interior of said 30.358-acre AMENDED AND RATIFIED EASEMENT AGREEMENT tract **S 68°10'18" E** for a distance of **35.73 feet** to the POINT OF BEGINNING hereof and containing 0.002 acre of land more or less.

BEARING BASIS: NAD-83, TEXAS SOUTH CENTRAL (4204), STATE PLANE SYSTEM.

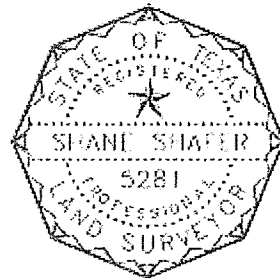
A drawing has been prepared to accompany this metes and bounds description.

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



May 29, 2015

SHANE SHAFER, R.P.L.S. NO. 5281      DATE



LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 10°11'36" W	27.67'	L16	N 61°15'26" E	107.23'
L2	N 17°55'05" W	65.89'	L17	N 38°50'05" E	59.79'
L3	N 33°19'11" W	108.26'	L18	N 57°39'44" E	51.58'
L4	N 49°15'43" W	73.14'	L19	S 58°48'33" E	57.13'
L5	N 59°50'55" W	59.07'	L20	N 34°31'41" W	170.78'
L6	N 74°48'51" W	25.57'	L21	S 64°39'58" W	22.67'
L7	S 89°45'03" W	344.86'	L22	S 64°39'58" W	90.06'
L8	N 33°19'11" W	20.80'	L23	N 23°17'15" W	79.23'
L9	N 33°19'11" W	51.81'	L24	N 66°40'24" E	90.00'
L10	S 81°27'09" E	70.02'	L25	S 23°17'15" E	76.07'
L11	S 06°20'12" W	23.13'	L26	S 64°39'58" W	54.36'
L12	S 76°29'37" W	41.80'	L27	S 89°45'03" W	16.17'
L13	N 33°19'12" W	35.64'	L28	N 51°50'33" W	21.62'
L14	N 34°31'41" W	57.46'	L29	S 68°10'18" E	35.73'
L15	S 75°33'23" E	33.93'	L30	N 51°50'33" W	178.96'

**DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION**

FOR A 0.002 ACRE TRACT OF LAND SITUATED IN THE M.B. ATKINSON SURVEY, ABSTRACT NO. 21, HAYS COUNTY, TEXAS, AND BEING A PART OF THE CALLED 342.14 ACRE TRACT OF LAND CONVEYED TO WALTON TEXAS, LP, RECORDED IN VOLUME 4399, PAGE 768, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

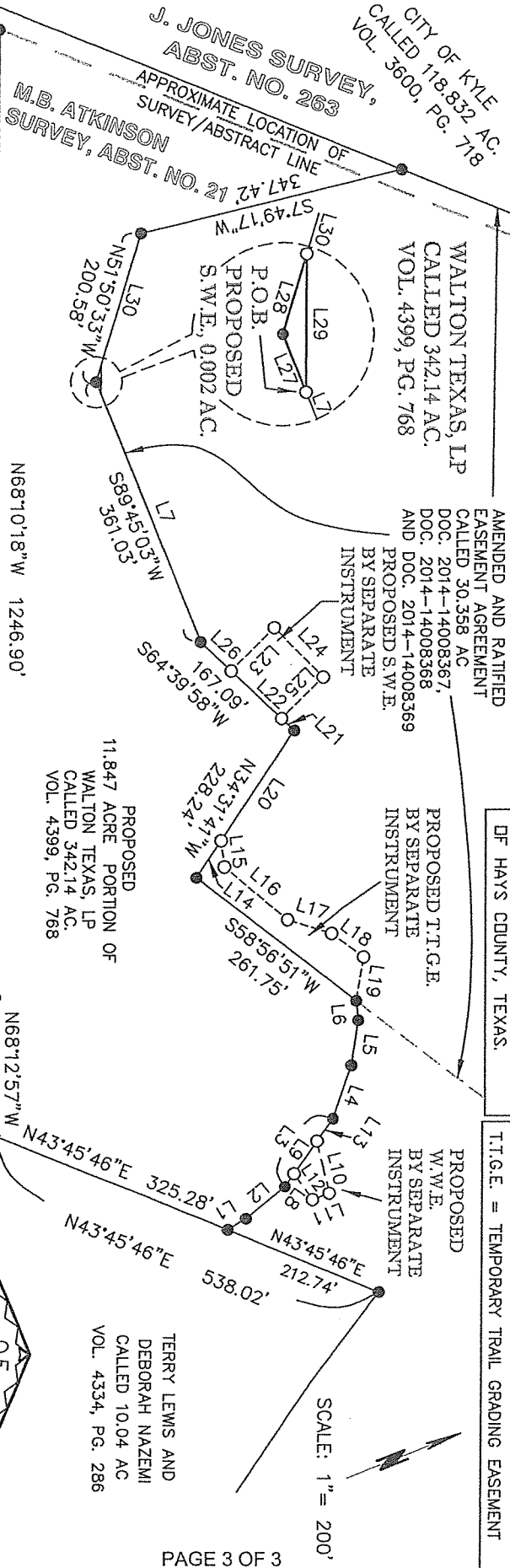
**GENERAL NOTES:**

1) BEARING BASIS: NAD-83, TEXAS SOUTH CENTRAL (4204), STATE PLANE SYSTEM.

2) ALL DOCUMENTS LISTED HEREIN ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HAYS COUNTY, TEXAS.

**LEGEND**

- = IRON ROD FOUND
- = BOUNDARY MONUMENT SET (IRON ROD CAPPED "DIAMOND SURVEYING")
- ▲ = FLAGGED 60D NAIL FOUND IN FENCE POST
- B.F.R. = BEGIN FOR REFERENCE
- P.O.B. = POINT OF BEGINNING
- S.W.E. = STORMWATER EASEMENT
- W.W.E. = WASTEWATER EASEMENT
- T.T.G.E. = TEMPORARY TRAIL GRADING EASEMENT



TO: Bigelow San Marcos Development and Walton Texas, LP, LLC exclusively.

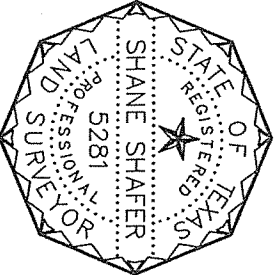
BIGELOW SAN MARCOS DEVELOPMENT, LLC  
CALLED 26,145 AC.  
VOL. 4963, PG. 874

ALAN J. PETLOWANY  
CALLED 10,001 AC.  
VOL. 1819, PG. 600

PROPOSED  
11.847 ACRE PORTION OF  
WALTON TEXAS, LP  
CALLED 342.14 AC.  
VOL. 4399, PG. 768

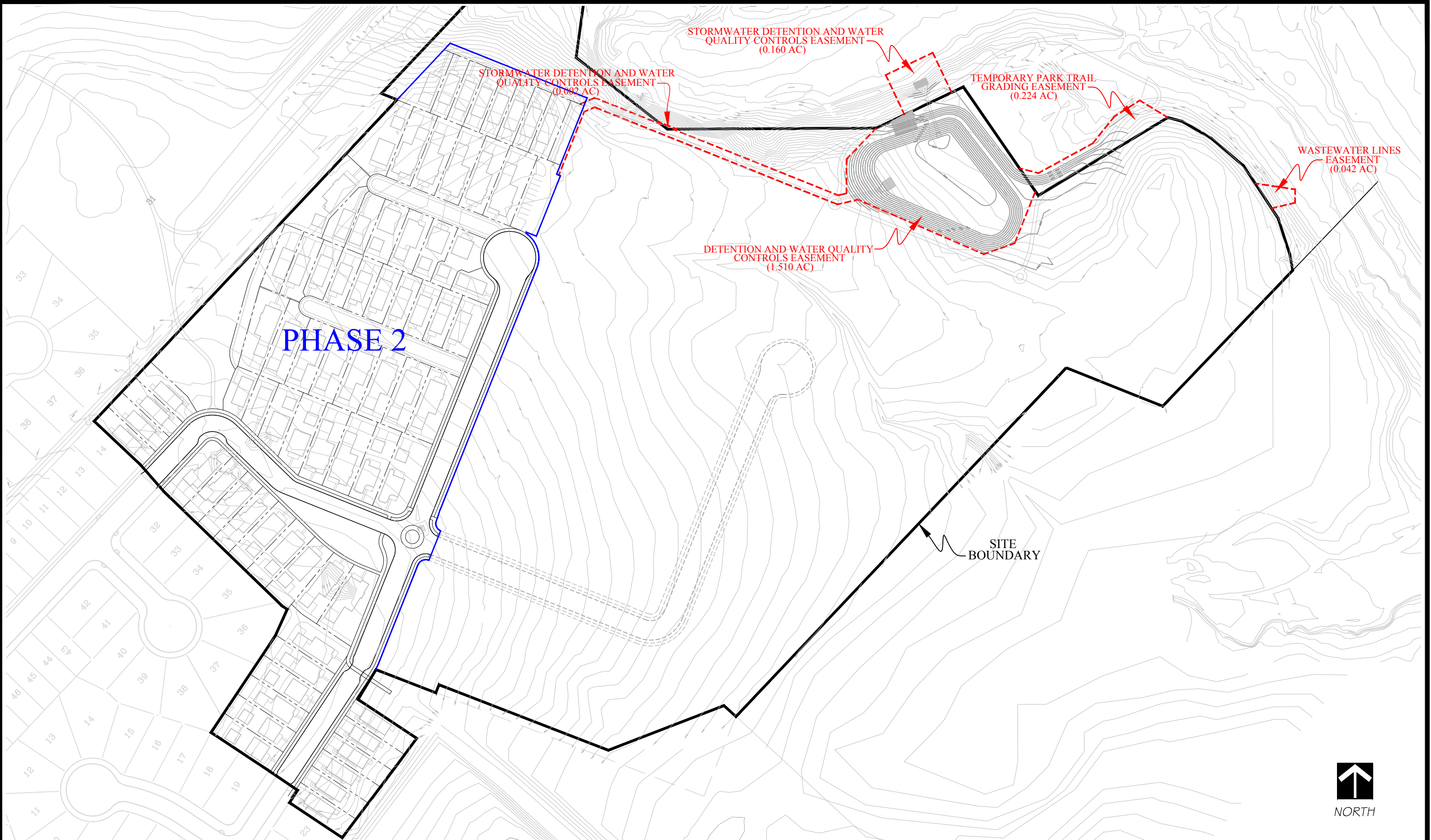
TERRY LEWIS AND  
DEBORAH NAZEMI  
CALLED 10.04 AC  
VOL. 4334, PG. 286

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a survey made on the ground under my direct supervision completed on November 21, 2014. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1B, Condition III Standard Land Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SUPERVISOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.



Shane Shafer  
SHANE SHAFER, R.P.L.S. NO. 5281  
MAY 29, 2015  
DATE

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



PHASE 2

STORMWATER DETENTION AND WATER QUALITY CONTROLS EASEMENT (0.160 AC)

STORMWATER DETENTION AND WATER QUALITY CONTROLS EASEMENT (0.092 AC)

TEMPORARY PARK TRAIL GRADING EASEMENT (0.224 AC)

WASTEWATER LINES EASEMENT (0.042 AC)

DETENTION AND WATER QUALITY CONTROLS EASEMENT (1.510 AC)

SITE BOUNDARY



NORTH

COPYRIGHT © 2015 BIGELOW DEVELOPMENT, LLC

BIGELOW DEVELOPMENT, LLC  
 P.O. BOX 848  
 SAN MARCOS, TEXAS 78667

BROOKSIDE  
 KYLE, TX

OFF-SITE EASEMENT PLAN

8/7/15

EXHIBIT

**LEGEND**

- EXISTING PROPERTY LINE
- - - PROPOSED LOT LINE
- - - PROPOSED EASEMENT LINE
- W EXISTING WATER LINE
- W PROPOSED WATER LINE
- W FUTURE WATER LINE
- WW EXISTING WASTEWATER LINE
- WW PROPOSED WASTEWATER SERVICE
- WW FUTURE WASTEWATER LINE
- SS PROPOSED STORM SEWER LINE
- SS FUTURE STORM SEWER LINE
- PROPOSED STORM SEWER CURB INLET
- PROPOSED STORM SEWER AREA INLET
- PROPOSED SS STANDARD MANHOLE
- PROPOSED SS BOX MANHOLE
- ◆ PROPOSED FIRE HYDRANT
- PROPOSED WW MANHOLE
- WATER VALVE
- PROPOSED WW SERVICE - SINGLE
- PROPOSED WW SERVICE - DOUBLE
- PROPOSED WATER SERVICE - SINGLE

SCALE: 1" = 60'

MATCHLINE

**NOTES**

- EXISTING UTILITY INFORMATION WAS COMPILED FROM RECORD DRAWINGS. CONTRACTOR SHALL FIELD VERIFY EXACT DEPTH AND LOCATIONS OF EXISTING LINES PRIOR TO CONSTRUCTION.

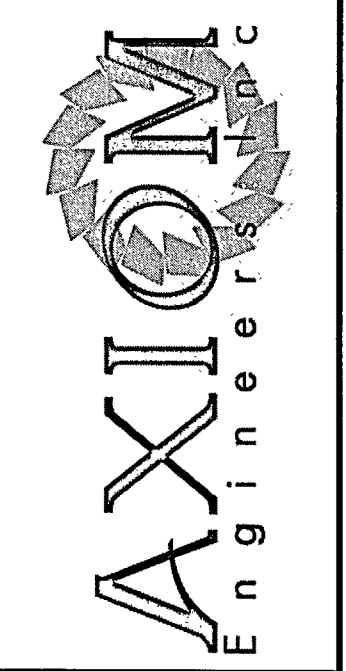
BIGELOW SAN MARCOS DEVELOPMENT, L.L.C.  
26.145 ACRES  
VOL. 4963, PG. 874

RIGHT OF WAY AND EASEMENT (NO WIDTH SPECIFIED)  
UNITED GAS PUBLIC SERVICE COMPANY VOL. 708, PG. 27  
(LOCATION IS BASED ON GAS LINE MARKER POSTS)

RIGHT OF WAY AND EASEMENT DEED FOR DISTRIBUTION SYSTEM  
CENTERPOINT ENERGY ENTERPRISE  
VOL. 2083, PG. 248  
30' WIDE, 15' EITHER SIDE OF GAS LINE AS LAID  
(LOCATION IS BASED ON GAS LINE MARKER POSTS)

NO.	DATE	REVISION	APPYD

13276 Research Blvd Ste 208  
Austin, Texas 78750  
Ph: (512) 506-9335  
Fax: (512) 506-9377  
www.axiomtexas.com  
Texas P.E. Firm No. F-43



**Brookside Phase 2**  
KYLE, TEXAS  
OVERALL UTILITY PLAN

CITY OF KYLE  
JUL 23 2015  
PLANNING DEPARTMENT

DESIGNED:	ADR
APPROVED:	ADR
FILE:	BROOK-UTIL
JOB NO.:	270-03
DATE:	MARCH 2015
SHEET	OF
7	27





# CITY OF KYLE, TEXAS

Meeting Date: 9/1/2015  
Date time: 7:00 PM

## Waste Water Line Easement

**Subject/Recommendation:** Approval of Execution of the Waste Water Lines Easement for Walton Texas, LP. ~ *Leon Barba, P.E., City Engineer*

**Other Information:** This is the approval to authorize signature of the Detention and Water Quality Control Easements being requested by the Bigelow San Marcos Development, LLC, on property owned by Walton Texas, LP.

The easement is for a 0.042 acre tract of land situated in the M.B. Atkinson Survey, Abstract No. 21, Hays County, Texas, and being a part of the called 342.14 acre tract of land conveyed to Walton Texas, LP, recorded in Volume 4399, Page 768, Official Public Records of Hays County, Texas, said 0.042 acre tract of land being more particularly described by metes and bounds on attached Exhibit.

City Staff recommends approval of this proposal and the City Attorney has reviewed and approved the form of the easement.

It is recommended that this item be placed on the CONSENT agenda.

### Legal Notes:

**Budget Information:** n/a

---

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

#### Attachments / click to download

- [Waster Water Lines Easement](#)
- [Easement Plan](#)
- [Overall Utility](#)

Cover Memo

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

## WASTEWATER LINES EASEMENT

**Date:** July 31, 2015

**Grantor:** WALTON TEXAS, LP, a Texas limited partnership, on behalf of itself in its capacity as an Owner as to an approximately 5% undivided interest, and on behalf of all other "Owners" in its capacity as "Operator" as to an approximately 95% interest, pursuant to that certain Declaration of Covenants, Conditions and Restrictions recorded on August 10, 2012, with the Hays County Clerk's Office in San Marcos, Texas as Instrument No. 2012-12022080

**Grantor's Address:** WALTON TEXAS, LP  
c/o Walton Development & Management TX, LLC  
515 Congress Avenue, Suite 1620  
Austin, Texas 78701

**Grantee/City:** CITY OF KYLE, TEXAS

**Grantee's/City's Address:** 100 W. Center Street, Kyle, TX 78640

**Easement Tract:** All that parcel of land situated in Hays County, Texas described in the attached Exhibit A.

**Easement Duration:** Perpetual.

**Easement Purpose:** To install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission the Facilities (defined below).

**Facilities:** Wastewater lines with all other necessary associated appurtenances.

**Permitted Encumbrances:** Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of the Texas county in which the Easement Tract

is located that are valid, existing, and affect the Easement Tract as of the Date.

Grantor, for **Ten and No/100 Dollars (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by the Grantor, **GRANTS, SELLS AND CONVEYS** to the City a non-exclusive easement in, over, under, on, and across the Easement Tract limited to and solely for the Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract that interfere in any material way or inconsistent with the rights granted the City under this instrument for the Easement Purpose as determined by the City in its reasonable discretion, and (iii) any and all rights and appurtenances pertaining to the use of the Easement Tract (collectively, the “Easement”).

**TO HAVE AND TO HOLD** the Easement to the City and City’s successors and assigns for the Easement Duration and limited to and solely for the Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the Easement Tract in any manner that interferes in any material way or is inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by City in its reasonable discretion. City shall be obligated to restore or replace to a good and functioning condition as determined by the City in its reasonable discretion all real property and all improvements which have been removed, relocated, altered, damaged, or destroyed as a result of City’s use of the Easement Tract to substantially the condition such real property and/or improvements were in prior to the City’s use of the Easement.

Except where the context otherwise requires, *Grantor* includes *Grantor’s heirs, successors, and assigns* and *City* includes *City’s employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

----The remainder of this page is intentionally blank----

WALTON TEXAS, LP, a Texas limited partnership, on behalf of itself in its capacity as an Owner as to an approximately 5% undivided interest, and on behalf of all other "Owners" in its capacity as "Operator" as to an approximately 95% interest, pursuant to that certain Declaration of Covenants, Conditions and Restrictions recorded on August 10, 2012, with the Hays County Clerk's Office in San Marcos, Texas as Instrument No. 2012-12022080

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

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF ARIZONA                    )  
  )     ss  
COUNTY OF MARICOPA            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ and \_\_\_\_\_, each an Authorized Signatory of Walton International Group, Inc., a Nevada corporation and the Manager of Walton Texas GP, LLC, a Texas limited liability company and the General Partner of Walton Texas, LP, a Texas limited partnership, on behalf of said partnership.

\_\_\_\_\_  
Notary Public, State of Arizona

[seal]

EXHIBIT A

METES AND BOUNDS DESCRIPTION

FOR A 0.042 ACRE TRACT OF LAND SITUATED IN THE M.B. ATKINSON SURVEY, ABSTRACT NO. 21, HAYS COUNTY, TEXAS, AND BEING A PART OF THE CALLED 342.14 ACRE TRACT OF LAND CONVEYED TO WALTON TEXAS, LP, RECORDED IN VOLUME 4399, PAGE 768, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 0.042 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGIN FOR REFERENCE at a 60D NAIL found in a fence post, on an angle point in the southerly boundary line of said 342.14-acre WALTON TEXAS, LP tract, same being on the northeast corner of the called 10.001 acre tract of land conveyed to ALAN J. PETLOWANY, recorded in Volume 1819, Page 600, Official Public Records of Hays County, Texas, same being on an angle point in the westerly boundary line of a called 10.04 acre tract of land conveyed to TERRY LEWIS and DEBORAH NAZEMI, recorded in Volume 4334, Page 286, Official Public Records of Hays County, Texas, same being on the southeast corner of a proposed 11.847 acre tract of land to be conveyed to BIGELOW SAN MARCOS DEVELOPMENT, LLC;

THENCE with the common boundary line of said 342.14-acre WALTON TEXAS, LP tract and 10.04-acre LEWIS and NAZEMI tract, and said proposed 11.847-acre tract, N 43°45'46" E for a distance of 325.28 feet to an iron rod found with cap marked "Diamond Surveying", and from which an iron rod found with cap marked "UDG" on the northwest corner of said LEWIS and NAZEMI tract, bears N 43°45'46" E for a distance of 212.74 feet;

THENCE through the interior of said 342.14-acre WALTON TEXAS, LP tract, same being with the boundary line of said proposed 11.847-acre tract the following three (3) courses and distances:

1. N 10°11'36" W for a distance of 27.67 feet to an iron rod found with cap marked "Diamond Surveying";
2. N 17°55'05" W for a distance of 65.89 feet to an iron rod found with cap marked "Diamond Surveying";
3. N 33°19'11" W for a distance of 20.80 feet to an iron rod set with cap marked "Diamond Surveying" for the southwest corner and **POINT OF BEGINNING** hereof;


THENCE continuing through the interior of said 342.14-acre WALTON TEXAS, LP tract, same being with the boundary line of said proposed 11.847-acre **N 33°19'11" W** for a distance of **51.81 feet** an iron rod set with cap marked "Diamond Surveying", for the northwest corner hereof;

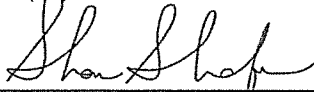
THENCE departing the boundary line of said proposed 11.847-acre tract, continuing through the interior of said 342.14-acre WALTON TEXAS, LP tract the following three (3) courses and distances:

1. **S 81°27'09" E** for a distance of **70.02 feet** to an iron rod set with cap marked "Diamond Surveying", for the northeast corner hereof;
2. **S 00°20'12" W** for a distance of **23.13 feet** to an iron rod set with cap marked "Diamond Surveying", for the southeast corner hereof;
3. **S 76°29'37" W** for a distance of **41.80 feet** to the **POINT OF BEGINNING** hereof and containing 0.042 acre of land more or less

BEARING BASIS: NAD-83, TEXAS SOUTH CENTRAL (4204), STATE PLANE SYSTEM.

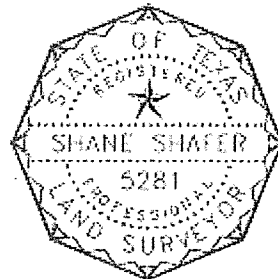
A drawing has been prepared to accompany this metes and bounds description.

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



May 29, 2015

SHANE SHAFER, R.P.L.S. NO. 5281      DATE



LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 10°11'36" W	27.67'	L16	N 61°15'26" E	107.23'
L2	N 17°55'05" W	65.89'	L17	N 38°50'05" E	59.79'
L3	N 33°19'11" W	108.26'	L18	N 57°39'44" E	51.58'
L4	N 49°15'43" W	73.14'	L19	S 58°48'33" E	57.13'
L5	N 59°50'55" W	59.07'	L20	N 34°31'41" W	170.78'
L6	N 74°48'51" W	25.57'	L21	S 64°39'58" W	22.67'
L7	S 89°45'03" W	344.86'	L22	S 64°39'58" W	90.06'
L8	N 33°19'11" W	20.80'	L23	N 23°17'15" W	79.23'
L9	N 33°19'11" W	51.81'	L24	N 66°40'24" E	90.00'
L10	S 81°27'09" E	20.02'	L25	S 23°17'15" E	76.07'
L11	S 00°20'12" W	23.13'	L26	S 64°39'58" W	54.36'
L12	S 76°29'37" W	41.80'	L27	S 89°45'03" W	16.17'
L13	N 33°19'12" W	35.64'	L28	N 51°50'33" W	21.62'
L14	N 34°31'41" W	57.46'	L29	S 68°10'18" E	35.73'
L15	S 75°33'23" E	33.93'	L30	N 51°50'33" W	178.96'

**DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION**

FOR A 0.042 ACRE TRACT OF LAND SITUATED IN THE M.B. ATKINSON SURVEY, ABSTRACT NO. 21, HAYS COUNTY, TEXAS, AND BEING A PART OF THE CALLED 342.14 ACRE TRACT OF LAND CONVEYED TO WALTON TEXAS, LP, RECORDED IN VOLUME 4399, PAGE 768, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

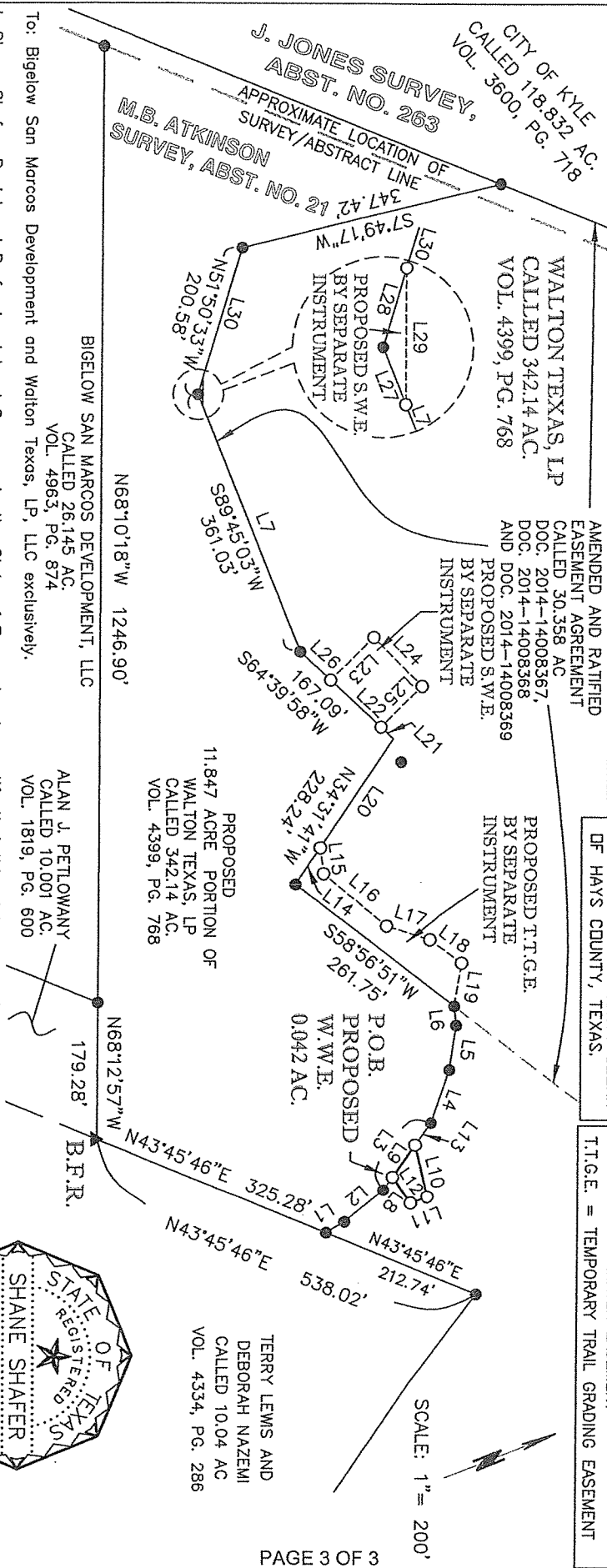
**GENERAL NOTES:**

1) BEARING BASIS: NAD-83, TEXAS SOUTH CENTRAL (4204), STATE PLANE SYSTEM.

2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HAYS COUNTY, TEXAS.

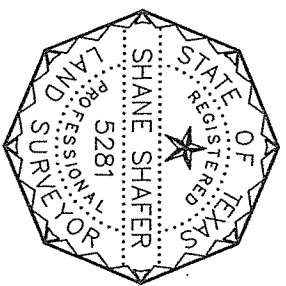
**LEGEND**

- = IRON ROD FOUND
- = BOUNDARY MONUMENT SET
- (IRON ROD CAPPED 'DIAMOND SURVEYING')
- ▲ = FLAGGED 60D NAIL FOUND IN FENCE POST
- B.F.R. = BEGIN FOR REFERENCE
- P.O.B. = POINT OF BEGINNING
- S.W.E. = STORMWATER EASEMENT
- W.W.E. = WASTEWATER EASEMENT
- T.T.G.E. = TEMPORARY TRAIL GRADING EASEMENT



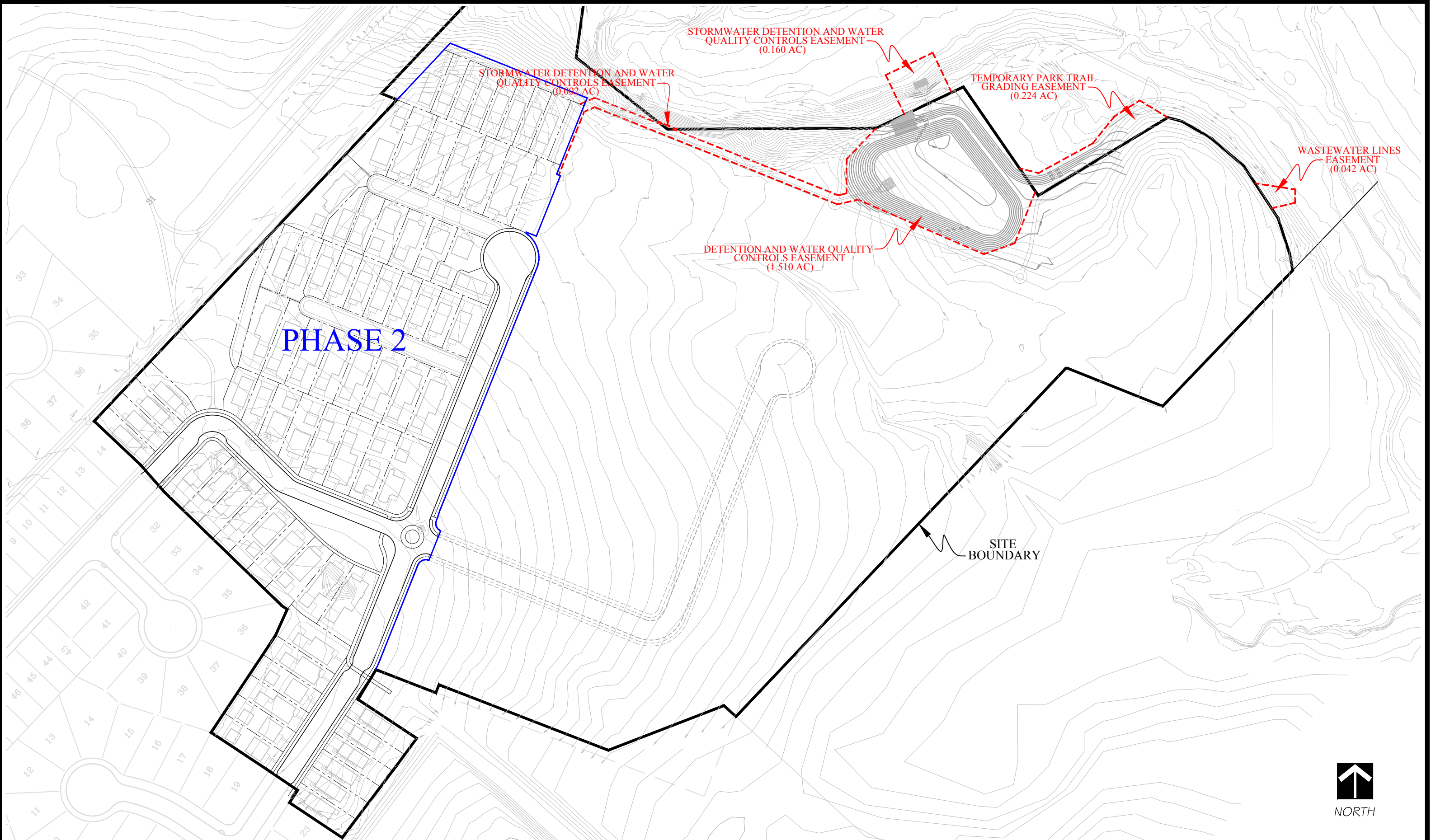
To: Bigelow San Marcos Development and Walton Texas, LP, LLC exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plot represents a survey made on the ground under my direct supervision completed on November 21, 2014. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1B, Condition III Standard Land Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.



Shane Shafer  
 MAY 29, 2015  
 SHANE SHAFER, R.P.L.S. NO. 5281  
 DATE

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



PHASE 2

STORMWATER DETENTION AND WATER QUALITY CONTROLS EASEMENT (0.160 AC)

STORMWATER DETENTION AND WATER QUALITY CONTROLS EASEMENT (0.092 AC)

TEMPORARY PARK TRAIL GRADING EASEMENT (0.224 AC)

WASTEWATER LINES EASEMENT (0.042 AC)

DETENTION AND WATER QUALITY CONTROLS EASEMENT (1.510 AC)

SITE BOUNDARY



COPYRIGHT © 2015 BIGELOW DEVELOPMENT, LLC

**BIGELOW DEVELOPMENT, LLC**  
 P.O. BOX 848  
 SAN MARCOS, TEXAS 78667

**BROOKSIDE**  
 KYLE, TX

**OFF-SITE EASEMENT PLAN**

8/7/15

EXHIBIT



LEGEND

- EXISTING PROPERTY LINE
- - - PROPOSED LOT LINE
- - - PROPOSED EASEMENT LINE
- W EXISTING WATER LINE
- W PROPOSED WATER LINE
- W FUTURE WATER LINE
- WW EXISTING WASTEWATER LINE
- WW PROPOSED WASTEWATER SERVICE
- WW FUTURE WASTEWATER LINE
- SS PROPOSED STORM SEWER LINE
- SS FUTURE STORM SEWER LINE
- PROPOSED STORM SEWER CURB INLET
- PROPOSED STORM SEWER AREA INLET
- PROPOSED SS STANDARD MANHOLE
- PROPOSED SS BOX MANHOLE
- ◆ PROPOSED FIRE HYDRANT
- PROPOSED WW MANHOLE
- WATER VALVE
- PROPOSED WW SERVICE - SINGLE
- PROPOSED WW SERVICE - DOUBLE
- PROPOSED WATER SERVICE - SINGLE

SCALE: 1" = 60'

MATCHLINE

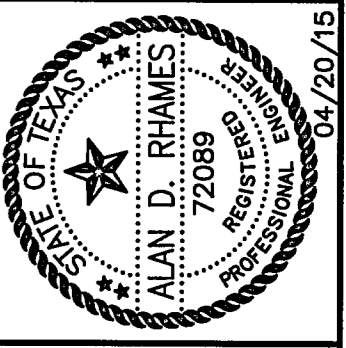
NOTES

1. EXISTING UTILITY INFORMATION WAS COMPILED FROM RECORD DRAWINGS. CONTRACTOR SHALL FIELD VERIFY EXACT DEPTH AND LOCATIONS OF EXISTING LINES PRIOR TO CONSTRUCTION.

BIGELOW SAN MARCOS DEVELOPMENT, L.L.C.  
26.145 ACRES  
VOL. 4963, PG. 874

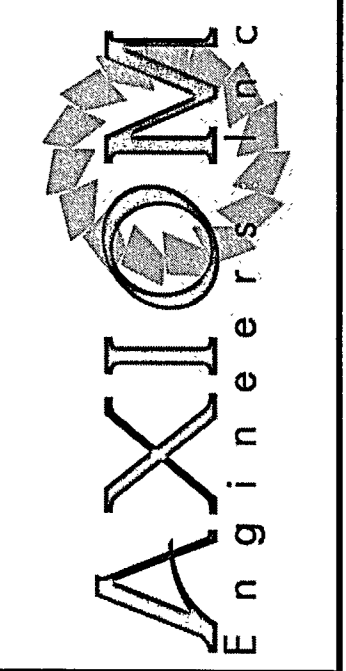
RIGHT OF WAY AND EASEMENT DEED FOR DISTRIBUTION SYSTEM  
CENTERPOINT ENERGY ENTERPRISE  
VOL. 2083, PG. 248  
30' WIDE, 15' EITHER SIDE OF GAS LINE AS LAID  
(LOCATION IS BASED ON GAS LINE MARKER POSTS)

RIGHT OF WAY AND EASEMENT (NO WIDTH SPECIFIED)  
UNITED GAS PUBLIC SERVICE COMPANY VOL. 708, PG. 27  
(LOCATION IS BASED ON GAS LINE MARKER POSTS)



*ADR*

13276 Research Blvd Ste 208  
Austin, Texas 78750  
Ph: (512) 506-9335  
Fax: (512) 506-9377  
www.axiomtexas.com  
Texas P.E. Firm No. F-43



Brookside Phase 2  
KYLE, TEXAS  
OVERALL UTILITY PLAN

CITY OF KYLE  
JUL 23 2015  
PLANNING DEPARTMENT

DESIGNED:	ADR
APPROVED:	ADR
FILE:	BROOK-UTIL
JOB NO.:	270-03
DATE:	MARCH 2015
SHEET	7 OF 27

NO.	DATE	REVISION	APPVD



# CITY OF KYLE, TEXAS

## Detention and Water Quality Controls Easement for Bigelow

**Meeting Date: 9/1/2015**  
**Date time: 7:00 PM**

**Subject/Recommendation:** Approval of Execution of the Detention and Water Quality Controls Easement for Bigelow San Marcos Development, LLC. ~ *Leon Barba, P.E., City Engineer*

**Other Information:** This is the approval to authorize signature of the Detention and Water Quality Control Easements being requested by the Bigelow San Marcos Development, LLC.

The easement is for a 1.510 acre tract of land situated in the M.B. Atkinson Survey, Abstract No. 21, Hays County, Texas, and being a part of the called 342.14 acre tract of land conveyed to Walton Texas, LP, recorded in Volume 4399, Page 768, Official Public Records of Hays County, Texas, and being a part of the called 26.145 acre tract of land conveyed to Bigelow San Marcos Development, LLC as described in Volume 4963, Page 874 of the official Public Records of Hays County, Texas, said 1.510 acre tract of land being more particularly described by metes and bounds on attached Exhibit.

City Staff recommends approval of this proposal and the City Attorney has reviewed and approved the form of the easement.

Cover Memo



It is recommended that this item be placed on the CONSENT agenda.




**Legal Notes:**

**Budget Information:** n/a

---

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

**Attachments / click to download**

-  [Detention and Water Quality Controls Easement for Bigelow](#)
  -  [Easement Plan](#)
  -  [Overall Utility](#)
-

## DETENTION AND WATER QUALITY CONTROLS EASEMENT

**Date:** May 18, 2015

**Grantor** Bigelow San Marcos Development, LLC

**Grantor's Address:** PO Box 848  
San Marcos, TX 78667

**City:** CITY OF KYLE, TEXAS,

**City's Address:** 100 W. Center Street, Kyle, TX 78640

**Easement Tract:** All that parcel of land situated in Hays County, Texas, described in the attached Exhibit A

**Easement Duration:** Perpetual

**Easement Purpose:** To install, construction, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission the Facilities

**Facilities:** Drainage conveyance structures, and detention and water quality controls with all associated culverts, erosion control structures, and other appurtenances

**Permitted Encumbrances:** Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of the Texas county in which the Easement Tract is located that are valid, existing, and affect the Easement Tract as of the Date

**Non-Permitted Activity:** Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, or other similar improvement in the Easement Tract

Executed effective the Date first above stated.

Bigelow San Marcos Development, LLC

By: \_\_\_\_\_

Name: James P. Bigelow  
Title: President

**State of Texas**  
**County of Hays**

Before me, the undersigned notary, on this day personally appeared, James Bigelow of Bigelow San Marcos Development, LLC, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledge to me that the person executed the instrument in the person' official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on \_\_\_\_\_.

---

Notary Public, State of Texas



## METES AND BOUNDS DESCRIPTION

FOR A 1.510 ACRE TRACT OF LAND SITUATED IN THE M.B. ATKINSON SURVEY, ABSTRACT NO. 21, HAYS COUNTY, TEXAS, AND BEING A PART OF THE CALLED 342.14 ACRE TRACT OF LAND CONVEYED TO WALTON TEXAS, LP, RECORDED IN VOLUME 4399, PAGE 768, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PART OF THE CALLED 26.145 ACRE TRACT OF LAND CONVEYED TO BIGELOW SAN MARCOS DEVELOPMENT, LLC AS DESCRIBED IN VOLUME 4963, PAGE 874 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 1.510 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGIN FOR REFERENCE at an iron rod found with cap marked "Carson Bush" monumenting an angle point in the southerly boundary line of said 342.14-acre WALTON TEXAS, LP tract, same being on the northwest corner of the said 26.145 acre BIGELOW SAN MARCOS DEVELOPMENT, LLC tract;

THENCE with the common boundary line of said 342.14-acre WALTON TEXAS, LP tract and said 26.145 acre BIGELOW SAN MARCOS DEVELOPMENT, LLC tract; S 68°10'18" E for a distance of 304.08 feet to the **POINT OF BEGINNING** hereof;

THENCE through the interior of said 342.14-acre WALTON TEXAS, LP tract the following nineteen (19) bearings and distances:

1. N 21°50'23" E for a distance of 110.51 feet;
2. N 68°10'18" W for a distance of 7.70 feet;
3. N 66°49'42" E for a distance of 27.88 feet;
4. S 68°10'18" E for a distance of 124.54 feet;
5. S 51°50'33" E for a distance of 12.73 feet;
6. N 89°45'02" E for a distance of 9.52 feet;
7. S 68°10'18" E for a distance of 308.08 feet;
8. N 76°48'00" E for a distance of 14.63 feet;
9. N 00°00'43" E for a distance of 59.18 feet;
10. N 43°44'43" E for a distance of 74.14 feet;
11. N 64°39'58" E for a distance of 167.09 feet;
12. S 34°31'41" E for a distance of 219.50 feet;
13. S 21°49'42" W for a distance of 96.66 feet;
14. S 70°36'53" W for a distance of 56.59 feet;
15. N 66°32'11" W for a distance of 237.05 feet;
16. S 76°48'00" W for a distance of 36.32 feet;
17. N 68°10'18" W for a distance of 452.17 feet;
18. S 66°49'42" W for a distance of 19.95 feet;
19. S 21°49'42" W for a distance of 101.13 feet to a point in the aforementioned common boundary line of said 342.14-acre WALTON TEXAS, LP tract and said 26.145 acre BIGELOW SAN MARCOS DEVELOPMENT, LLC tract and from which an iron rod found monumenting the northeast corner of said 26.145 acre BIGELOW SAN MARCOS DEVELOPMENT, LLC tract, same being on the northwest corner of the called 10.001 acre tract of land conveyed to Alan J.


Petlowany as described in volume 1819, Page 600 of the Official Public Records of Hays county, Texas, bears S 68°10'18" E for a distance of 938.67 feet;


THENCE through the interior of said 26.145 acre BIGELOW SAN MARCOS DEVELOPMENT, LLC tract the following three (3) bearings and distances:

1. S 21°49'42" W for a distance of 17.09 feet;
2. with a curve to the right having an arc length of 4.16 feet, a radius of 22.50 feet, a delta angle of 10°34'56", a chord bearing of N 68°17'09" W, and a chord length of 4.15 feet;
3. N 21°50'23" E for a distance of 17.10 feet to the POINT OF BEGINING hereof and containing 1.510 acres of land more or less.

BEARING BASIS: NAD-83, TEXAS SOUTH CENTRAL (4204), STATE PLANE SYSTEM.

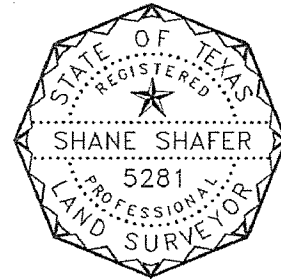
A drawing has been prepared to accompany this metes and bounds description.

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



April 16, 2015

SHANE SHAFER, R.P.L.S. NO. 5281      DATE



DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR A 1.510 ACRE TRACT OF LAND SITUATED IN THE M.B. ATKINSON SURVEY, ABSTRACT NO. 21, HAYS COUNTY, TEXAS, AND BEING A PART OF THE CALLED 342.14 ACRE TRACT OF LAND CONVEYED TO WALTON TEXAS, LP, RECORDED IN VOLUME 4399, PAGE 768, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND BEING A PART OF THE CALLED 26.145 ACRE TRACT OF LAND CONVEYED TO BIGELOW SAN MARCOS DEVELOPMENT, LLC AS DESCRIBED IN VOLUME 4963, PAGE 874 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	22.50'	4.16'	10°34'56"	N 68°17'09" W	4.15'

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 21°50'23" E	110.51'	L10	S 21°49'42" W	96.66'
L2	N 68°10'18" W	7.70'	L11	S 70°36'53" W	56.59'
L3	N 66°49'42" E	27.86'	L12	S 70°36'53" W	56.59'
L4	S 68°10'18" E	124.53'	L13	S 76°48'00" W	36.32'
L5	S 51°50'33" E	12.73'	L14	S 66°49'42" W	19.95'
L6	N 89°45'03" E	9.52'	L15	S 21°49'42" W	101.13'
L7	N 76°48'00" E	14.65'	L16	S 21°49'42" W	17.09'
L8	N 00°00'43" E	59.18'	L17	N 21°50'23" E	17.10'
L9	N 43°44'43" E	74.14'			

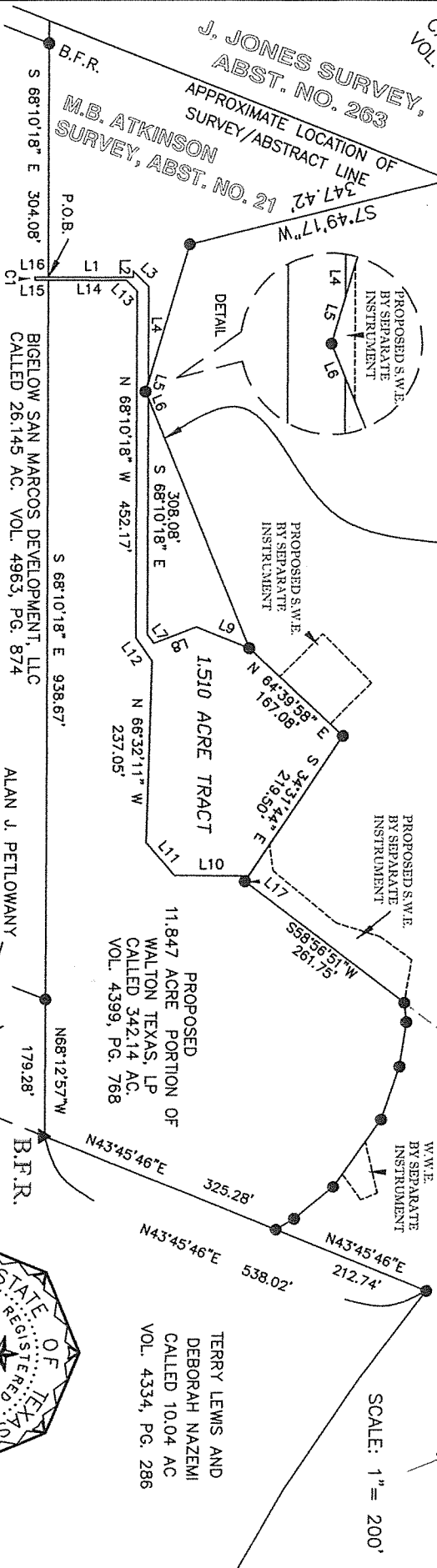
GENERAL NOTES:  
 1) BEARING BASIS: NAD-83, TEXAS SOUTH CENTRAL (420+), STATE PLANE SYSTEM.  
 2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HAYS COUNTY, TEXAS.

LEGEND  
 ● = IRON ROD FOUND  
 ○ = BOUNDARY MONUMENT SET (IRON ROD CAPPED "DIAMOND SURVEYING")  
 ▲ = FLAGGED 60D NAIL FOUND IN FENCE POST  
 B.F.R. = BEGIN FOR REFERENCE  
 P.O.B. = POINT OF BEGINNING  
 S.W.E. = STORMWATER EASEMENT  
 W.W.E. = WASTEWATER EASEMENT

CITY OF KYLE AC.  
 CALLED 118.832 AC.  
 VOL. 3600, PG. 718

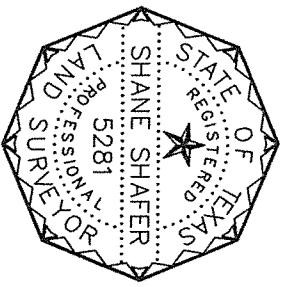
WALTON TEXAS, LP  
 CALLED 342.14 AC.  
 VOL. 4399, PG. 768

AMENDED AND RATIFIED  
 EASEMENT AGREEMENT  
 CALLED 30.358 AC  
 DOC. 2014-14008367,  
 DOC. 2014-14008368  
 AND DOC. 2014-14008369



To: Bigelow San Marcos Development and Walton Texas, LP, LLC exclusively.

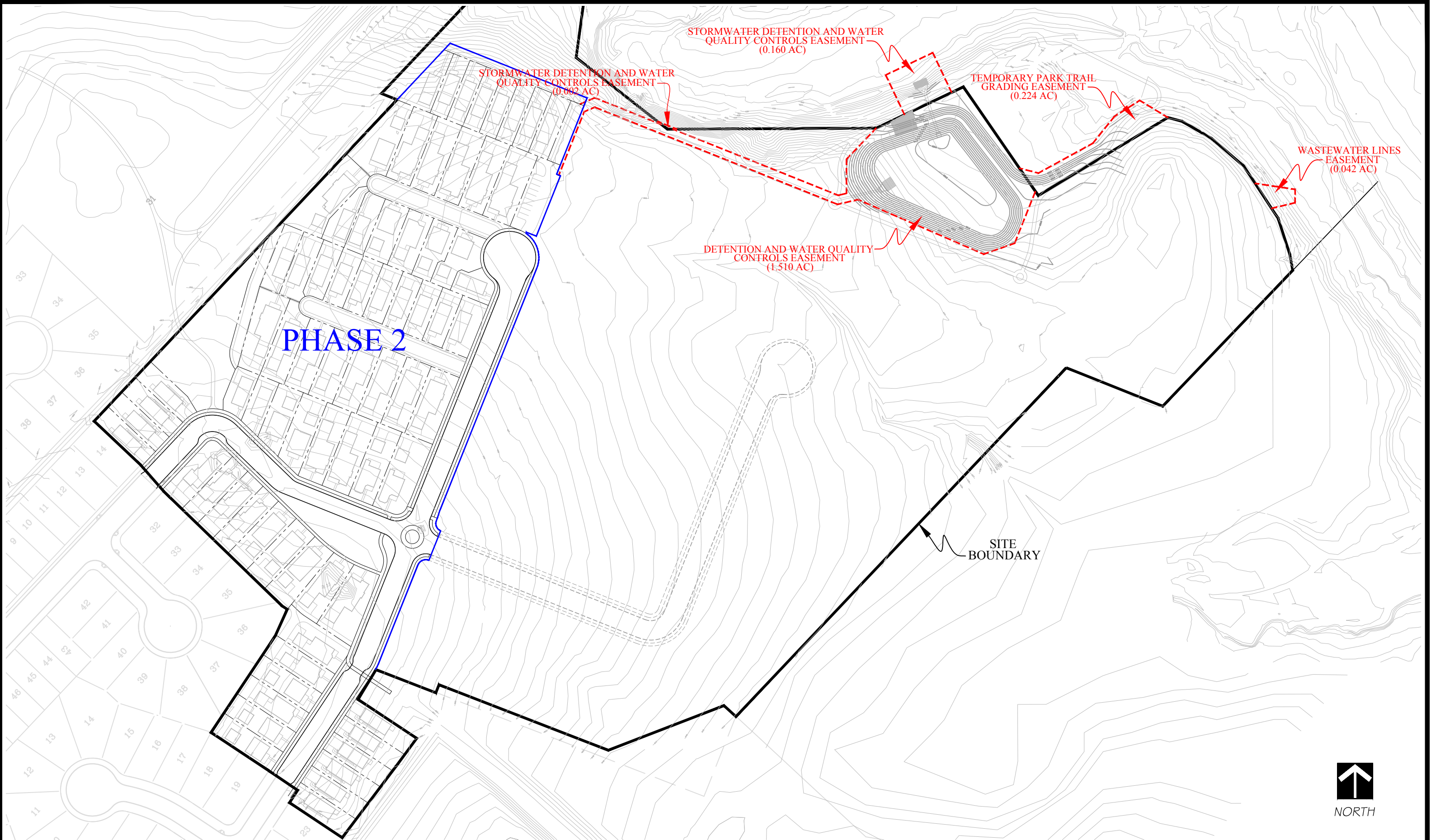
I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plot represents a survey made on the ground under my direct supervision completed on November 21, 2014. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1B, Condition III Standard Land Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.



Shane Shafer  
 SHANE SHAFER, R.P.L.S. NO. 5281

APRIL 16, 2015  
 DATE

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



**LEGEND**

- EXISTING PROPERTY LINE
- - - PROPOSED LOT LINE
- - - PROPOSED EASEMENT LINE
- W EXISTING WATER LINE
- W PROPOSED WATER LINE
- W FUTURE WATER LINE
- WW EXISTING WASTEWATER LINE
- WW PROPOSED WASTEWATER SERVICE
- WW FUTURE WASTEWATER LINE
- SS PROPOSED STORM SEWER LINE
- SS FUTURE STORM SEWER LINE
- PROPOSED STORM SEWER CURB INLET
- PROPOSED STORM SEWER AREA INLET
- PROPOSED SS STANDARD MANHOLE
- PROPOSED SS BOX MANHOLE
- ◆ PROPOSED FIRE HYDRANT
- PROPOSED WW MANHOLE
- WATER VALVE
- PROPOSED WW SERVICE - SINGLE
- PROPOSED WW SERVICE - DOUBLE
- PROPOSED WATER SERVICE - SINGLE

SCALE: 1" = 60'

MATCHLINE

**NOTES**

- EXISTING UTILITY INFORMATION WAS COMPILED FROM RECORD DRAWINGS. CONTRACTOR SHALL FIELD VERIFY EXACT DEPTH AND LOCATIONS OF EXISTING LINES PRIOR TO CONSTRUCTION.

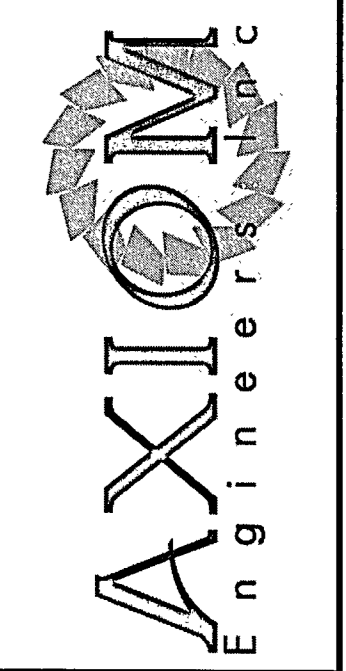
BIGELOW SAN MARCOS DEVELOPMENT, L.L.C.  
26.145 ACRES  
VOL. 4963, PG. 874

RIGHT OF WAY AND EASEMENT (NO WIDTH SPECIFIED)  
UNITED GAS PUBLIC SERVICE COMPANY VOL. 708, PG. 27  
(LOCATION IS BASED ON GAS LINE MARKER POSTS)

RIGHT OF WAY AND EASEMENT DEED FOR DISTRIBUTION SYSTEM  
CENTERPOINT ENERGY ENTERPRISE  
VOL. 2083, PG. 248  
30' WIDE, 15' EITHER SIDE OF GAS LINE AS LAID  
(LOCATION IS BASED ON GAS LINE MARKER POSTS)

NO.	DATE	REVISION	APPVD

13276 Research Blvd Ste 208  
Austin, Texas 78750  
Ph: (512) 506-9335  
Fax: (512) 506-9377  
www.axiomtexas.com  
Texas P.E. Firm No. F-43



**Brookside Phase 2**  
KYLE, TEXAS  
OVERALL UTILITY PLAN

CITY OF KYLE  
JUL 23 2015  
PLANNING DEPARTMENT

DESIGNED:	ADR
APPROVED:	ADR
FILE:	BROOK-UTIL
JOB NO.:	270-03
DATE:	MARCH 2015
SHEET	7 OF 27



# CITY OF KYLE, TEXAS

## No Parking Signs on Old Highway 81 at Center Street

Meeting Date: 9/1/2015  
Date time: 7:00 PM

**Subject/Recommendation:** *(First Reading)* An Ordinance of the City of Kyle, Texas, in accordance with Chapter 47, Article III authorizing and directing the installation and erection of NO PARKING signs to prohibit parking on Old State Highway 81 at the intersection of Center Street (RR150) in the city limits of Kyle; fixing a penalty therefor; providing for severability; providing for repeal of conflicting ordinances; and ordaining other provisions related to the subject matter thereof. ~ *Leon Barba, P.E., City Engineer*

**Other Information:** Former Councilmember Samantha Bellows-Lemense requested creation of a "No Parking Zone" and placement of NO PARKING signs on Old State Highway 81 at its intersection with Center Street (RR150).

The music venue at this intersection has limited parking available. As a result, customers are parking offsite in the adjacent right of way. Vehicles parked near the intersection can typically disrupt the flow of traffic, causing an unsafe condition for passing vehicles and customers entering and leaving the venue. The sight distance approaching the intersection is also limited by the parked vehicles.

City staff recommends approval of the subject ordinance due to the safety concerns.

**Legal Notes:** N/A

**Budget Information:**

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

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[Draft Ordinance and Map](#)

Cover Memo

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, IN ACCORDANCE WITH CHAPTER 47, ARTICLE III AUTHORIZING AND DIRECTING THE INSTALLATION AND ERECTION OF NO PARKING SIGNS TO PROHIBIT PARKING ON OLD STATE HIGHWAY 81 AT THE INTERSECTION OF CENTER STREET (RR 150) IN THE CITY LIMITS OF KYLE; FIXING A PENALTY THEREFOR; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

Whereas, the regulation of parking of vehicles within the limits described above prohibits a free flow of traffic in the vicinity of Old State Highway 81 and Center Street and is detrimental to the safety of pedestrians and other persons travelling through this intersection and;

Whereas, City staff and City Council have reviewed the situation and issues that are the subject matter of this Ordinance, and;

Whereas, after review, inquiry and the opportunity for citizen participation, the City Council has found the installation of No Parking signs on Old Highway 81 at the intersection of Center Street (RR150), hereinafter set forth and listed in this Ordinance are reasonable and necessary for the public safety and are supported by sound and accepted public safety criteria.

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

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

Section 2. Ratification and Confirmation. The installation, placement, erection, and enforcement of No Parking signs are hereby confirmed and ratified by the City Council.

Section 3. Enforcement and Traffic Control Signs. The City Council hereby orders and directs that new No Parking signs hereinafter set forth be placed, installed and erected at the appropriate locations and that each such sign and/or device be hereafter maintained and enforced by the City on Old State Highway 81.

Section 4. Severability. All parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict only. 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 the most restrictive ordinance shall govern.

Section 5. Violation and Penalties. It shall be unlawful for any person to stop, stand or park any portion of a vehicle within the designated No Parking areas on Old State Highway 81 at the intersection of Center Street. Further, it shall be unlawful for any person to tamper with, alter, remove, destroy, cover or hinder the visibility, of any traffic device control device erected by this Ordinance in a manner which is inconsistent with its use as a traffic control device. Any person who violates this Ordinance or part thereof shall be guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine of not less than \$50.00 nor more than \$200.00.

Exceptions: The following vehicles are exempt from the terms of this section while engaged in the listed activity:

1. Emergency vehicles (as defined by state law) responding to or from, or at the scene of, an emergency call;
2. Vehicles being used to provide municipal service such as the installation, repair or maintenance of any public street, asset or property, collection of garbage, grounds keeping, etc.; and

3. Vehicles being used to install, repair or maintain any public service or utility such as telephone, electricity, television cable, gas, water or sewer line.

Section 6. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Loc. Gov't. Code.

Section 7. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and adoption in accordance with the provisions of the Kyle City Charter.

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

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

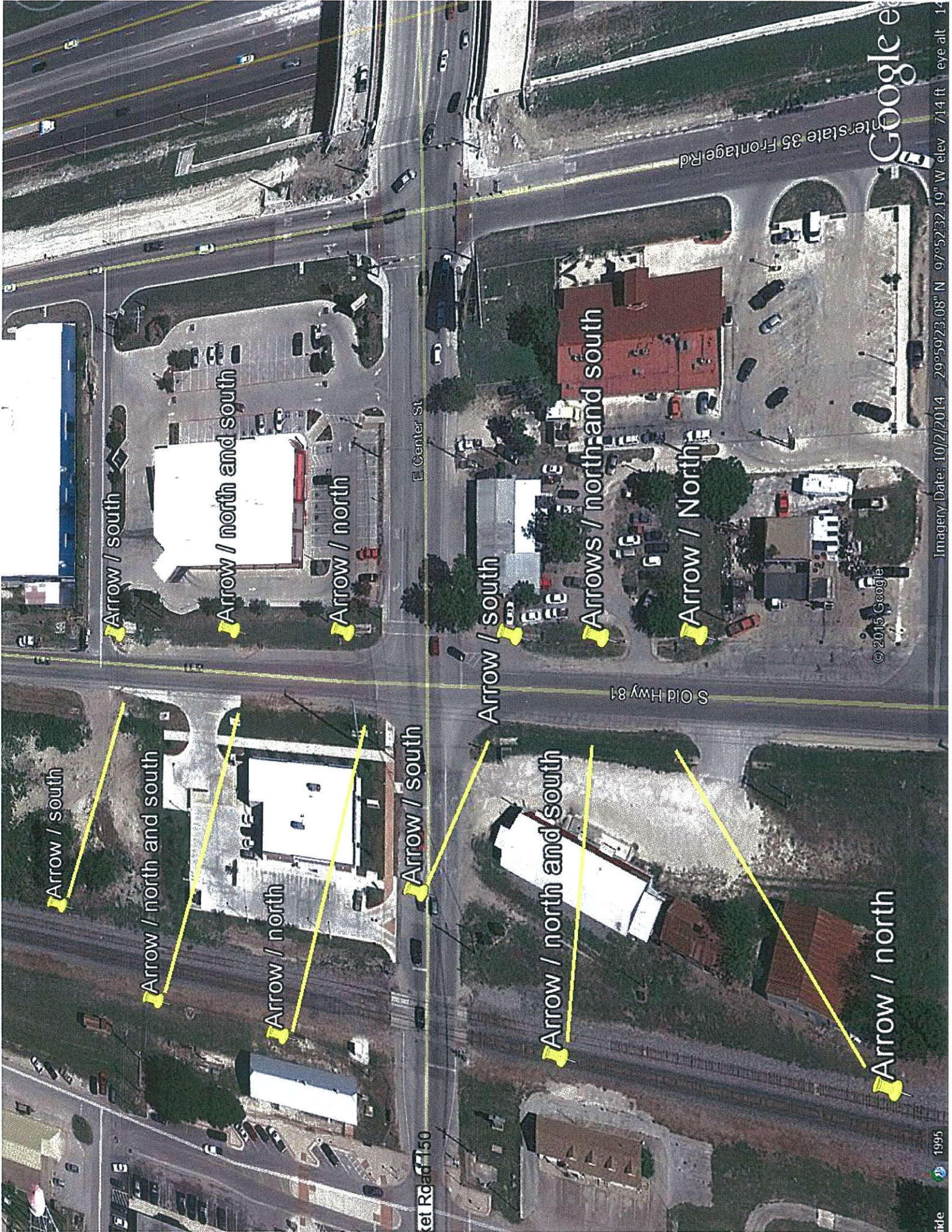
ATTEST:

THE CITY OF KYLE, TEXAS

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

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







# CITY OF KYLE, TEXAS

## HCPUA Letter Agreement

Meeting Date: 9/1/2015  
Date time: 7:00 PM

**Subject/Recommendation:** Authorize Letter Agreement between GBRA, City of San Marcos, City of Kyle, and City of Buda for Temporary Supply of Additional Water to Buda. ~ *James Earp, Assistant City Manager*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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

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[HCPUA Letter Agreement](#)

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August 26, 2015

Bill West  
General Manager  
Guadalupe-Blanco River Authority  
933 E. Court Street  
Seguin, TX 78155

**Re: Letter Agreement for Temporary Supply of Additional Water to Buda**

Dear Mr. West:

Upon countersignature below by you and by representatives of the City of Buda (Buda), the City of Kyle (Kyle) and the City of San Marcos (San Marcos), this will constitute a letter agreement between the Hays Caldwell Public Utility Agency (HCPUA), the Guadalupe-Blanco River Authority (GBRA), Buda, Kyle and San Marcos under which additional water supply will be made available to Buda on a temporary basis via existing facilities.

**Background**

Buda has existing contracts with GBRA for 1,680 acre-feet per year (AFY) of raw water supply, 1,041 gallons per minute (GPM) of raw water delivery capacity, and 1.5 million gallons per day (MGD) of treatment capacity in the City of San Marcos Water Treatment Plant (WTP), and 1.5 MGD of capacity in GBRA's I-35 Treated Water Delivery System (the TWDS). Kyle has existing contracts with GBRA for 5,443 AFY of raw water supply, 3,383 GPM of raw water delivery capacity, 4.86 MGD of raw and treated water supply, 4.86 MGD of treatment capacity in the WTP, and 4.86 MGD of capacity in the TWDS. San Marcos has existing contracts with GBRA for 10,000 AFY of raw water supply and for delivery of raw water to the WTP; these contracts also provide for San Marcos to deliver treated water to GBRA at the WTP for delivery into the TWDS.

Buda, Kyle and San Marcos are members of the HCPUA, which is developing a Carrizo aquifer groundwater project to supply water to its members. Phase 1 of this project is planned to be completed and operational by December 31, 2023. Buda anticipates the need for additional water supply during the period from January 1, 2016 until the HCPUA Phase 1 project is completed (the Interim Period). Kyle and San Marcos have supplies, including water from GBRA and other sources, that exceed their projected needs during the Interim Period, and Kyle and San Marcos are willing to commit and provide water supply to Buda from their existing GBRA contracted amounts during the Interim Period. In addition, Kyle has contracted with GBRA for capacity in the TWDS in excess of its projected needs during the Interim Period, and Kyle is willing to commit and allow Buda to use a portion of this capacity for delivery of the added supply during the Interim Period.

Provisions in the existing GBRA agreements with Kyle restrict the place of use of water, and require GBRA's consent to an assignment by Kyle of any of its contracted capacity in the TWDS. Provisions in the existing GBRA agreements with Buda limit the quantity of water supplied to Buda, and require GBRA's consent to an increase in Buda's contracted capacity in the TWDS. In lieu of formal amendments to the existing GBRA agreements with Kyle and Buda,

this letter agreement allows Kyle to commit and provide a portion of Kyle's contracted raw water supply, WTP capacity and TWDS capacity to Buda during the Interim Period. It is our understanding that no similar provisions in GBRA's existing contracts with San Marcos impede San Marcos' ability to commit and provide a portion of its GBRA water supply to Buda.

### **Agreements**

In consideration of the mutual covenants contained in this letter agreement, the parties agree as follows:

1. Kyle agrees to commit and 560 AFY of its GBRA raw water supply and 347 GPM of its raw water system capacity during the Interim Period to Buda.
2. San Marcos agrees to commit 560 AFY of its GBRA raw water supply and 347 GPM of its raw water system capacity during the Interim Period to Buda.
3. Kyle agrees to commit and allow Buda to use 1.0 MGD of Kyle's contracted capacity in the WTP and TWDS during the Interim Period.
4. GBRA agrees to the temporary sharing arrangements among Buda, Kyle and San Marcos described in this letter agreement.
5. GBRA will continue to invoice Buda, Kyle, and San Marcos monthly during the Interim Period, in accordance with their respective existing contracts, for operation and maintenance expenses at the then-current rates set annually by GBRA for these customers, applied to the raw water delivered to the WTP for Buda and Kyle's use, treated water delivered to Buda and Kyle, and to raw water delivered to San Marcos. Buda, Kyle and San Marcos agree to pay GBRA the amounts of their monthly invoice in accordance with their respective existing contracts with GBRA.
6. GBRA will continue to invoice Buda, Kyle and San Marcos monthly during the Interim Period for fixed expenses (take-or-pay water reservation fees and debt service costs) at the then-current rates GBRA charges these customers under their respective existing contracts with GBRA. Buda, Kyle and San Marcos agree to pay GBRA the amounts of their respective monthly invoices in accordance with their respective existing contracts with GBRA.
7. Buda, Kyle and San Marcos agree and acknowledge that the intent of the Agreement Points number 5 and 6 above is to shift some of the water and associated costs between Kyle, Buda and San Marcos during the Interim Period. However, these parties further agree that the Aggregate Amount of funds that GBRA invoices and collects between these three parties shall be the same with or without Agreement Points 5 and 6.
8. Kyle agrees and acknowledges that despite the commitment of only 560 AFY (essentially 0.5 MGD) of its raw water supply to Buda during the Interim Period, Kyle's further commitment of 1.0 MGD of GBRA treated water infrastructure capacity to Buda during the Interim Period will result in GBRA's maximum deliveries of treated water to Kyle being reduced during the Interim Period.
9. HCPUA and Buda, Kyle and San Marcos will execute and maintain in force a separate memorandum of understanding defining Buda's payment obligations to Kyle and San Marcos (through the HCPUA). Buda, Kyle and San Marcos agree that GBRA shall bear no responsibility related to this separate memorandum of understanding and shall bear no

responsibility related to the payment, receipt or lack thereof of the obligations described in 9 above.

10. HCPUA agrees to give written notice to GBRA of the date of completion of the HCPUA Phase 1 Project within 10 days of that date.

This letter agreement is intended be an enforceable agreement to satisfy the requirements of 30 TAC §290.45(f) for Buda’s water system during the Interim Period. Except as modified by this letter agreement during the Interim Period, all provisions of existing agreements GBRA has with Buda, Kyle and San Marcos remain in full force and effect.

This letter agreement will take effect on the date it is countersigned by GBRA, Buda, Kyle and San Marcos. The supply and capacity commitments described in this letter will commence on January 1, 2016 and will continue in effect until the date of completion of the HCPUA Phase 1 project.

On behalf of the HCPUA and Buda, Kyle and San Marcos, thank you for your cooperation and assistance in this matter.

Sincerely,  
Hays Caldwell Public Utility Agency

Graham M. Moore, Executive Director

Agreed to and accepted:

Guadalupe-Blanco River Authority

\_\_\_\_\_  
By: William E. West, General Manager

\_\_\_\_\_  
Date

City of Buda

\_\_\_\_\_  
By: Kenneth Williams, City Manager

\_\_\_\_\_  
Date

City of Kyle

\_\_\_\_\_  
By: Scott Sellers, City Manager

\_\_\_\_\_  
Date

City of San Marcos

---

By: Jared Miller, City Manager

---

Date



# CITY OF KYLE, TEXAS

Meeting Date: 9/1/2015  
Date time: 7:00 PM

## Crosswinds MUD Resolution

**Subject/Recommendation:** A Resolution of the City of Kyle, Texas, to hold a public hearing on September 15, 2015, in accordance with Chapter 26 of the Texas Parks and Wildlife Code, for the non-park use of a part of Kyle Vista Park for the purpose of installing and maintaining a water line and a sanitary sewer line for the Crosswinds Municipal Utility Extension. ~ *Kerry Urbanowicz, Director of Parks*

**Other Information:** First of 3 steps to authorize a water and waste water line in the Kyle Vista Park property adjacent to the Dacy Lane Right of Way to provide service to the Crosswinds MUD. This will also provide water and waste water service to the eastern portion of the park when developed.

**Legal Notes:** Reviewed by Legal and ready for agenda

**Budget Information:** n/a

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[Resolution](#)

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

**A RESOLUTION OF THE CITY OF KYLE, TEXAS, TO HOLD A PUBLIC HEARING, IN ACCORDANCE WITH CHAPTER 26 OF THE TEXAS PARKS AND WILDLIFE CODE, FOR THE NON-PARK USE OF A PART OF KYLE VISTA PARK FOR THE PURPOSE OF INSTALLING AND MAINTAINING A WATER LINE AND A SANITARY SEWER LINE FOR THE CROSSWINDS MUNICIPAL UTILITY EXTENSION**

WHEREAS, Chapter 26 of the Texas Parks and Wildlife Code requires a Public Hearing prior to approval of non-park use; and,

WHEREAS, the Crosswinds Municipal Utility Extension plans to install and maintain a water line and sanitary sewer line on Kyle Vista Park property next to the Dacy Lane right of way; and,

WHEREAS, the City of Kyle's Parks Board reviewed and unanimously recommended the proposal at their meeting on July 27, 2015

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

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

Section 2. Authorization. The city manager is hereby authorized to schedule a Public Hearing on this matter at the regular City Council meeting scheduled to begin at 7:00pm (CST) for Tuesday, September 15, 2015, at the Kyle City Hall.

Section 3. Effective Date. This Resolution shall take effect from and after the date of its passage as authorized by the Charter of the City of Kyle, Texas.

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

PASSED AND APPROVED this \_\_\_\_\_ day of September, 2015.

**CITY OF KYLE, TEXAS**

ATTEST:

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

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





# CITY OF KYLE, TEXAS

Meeting Date: 9/1/2015  
Date time: 7:00 PM

## Convene-Executive Session

### Subject/Recommendation:

Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including 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.
  - o Discussion of San Marcos Hays County EMS Contract
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
3. Personnel matters pursuant to Section 551.074.
4. Economic Development negotiations pursuant to Section 551.087.
  - o Project VP
  - o Project BB

### Other Information:

### Legal Notes:

### Budget Information:

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# CITY OF KYLE, TEXAS

## Reconvene

**Meeting Date: 9/1/2015**  
**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

## KAYAC By-Laws Amendment

Meeting Date: 9/1/2015  
Date time: 7:00 PM

**Subject/Recommendation:** Approval of KAYAC By-Laws Amendment. ~ *Jonathan Lopez, President and Andy Garza, Vice President*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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- [KAYAC By-Laws 8.15.15](#)
  - [Notes for Changes to Approved KAYAC By-Laws](#)
-



# Kyle Area Youth Advisory Council (KAYAC)



## By-Laws

### **Purpose of Creation:**

This Youth Council Committee has been created as a sixteen (16) member committee that consists of youth ages fourteen (14) to eighteen (18), enrolled in ninth (9<sup>th</sup>) through twelfth (12<sup>th</sup>) grade levels, and either reside in the city limits of Kyle or currently attend a school in the Hays CISD School District. This Youth Council Committee shall be known as the Kyle Area Youth Advisory Council (KAYAC).

KAYAC shall be advisory in nature and has been created for the purpose of providing a youthful point of view for the Kyle City Council on community affairs and issues. This commission shall provide the opportunity for youth in the City of Kyle a formal role in the City's decision making process by hearing items and advising City Council on the youth perspective.

### **Powers and Duties:**

The KAYAC shall be instilled with the following powers and duties:

1. Assist and advise the City Council on youth issues.
2. Conduct surveys and determine the concerns and interests of the Kyle youth.
3. Encourage the initiation of programs and general interests of the youth.
4. Encourage youth leadership and responsibility through volunteerism and community involvement.
5. Enlist the cooperation of all segments of the community involvement among youth of all cultures and backgrounds.

KAYAC shall have no executive or administrative powers or authorities except herein provided.

### **Appointment and Terms:**

All KAYAC members will be selected via an open-application process and may serve in an unofficial capacity until they are ratified by City Council. Applications may be submitted online through the City of Kyle website. Selection criteria will be based upon their abilities in leadership and community involvement. Prospective applicants will be interviewed by a panel. This panel may consist of current KAYAC members, City Council members, and City staff. The interview process should be completed no later than thirty (30) days after the position becomes vacant. The KAYAC membership should at minimum include one representative of each high school grade level. The nominee(s) must be ratified by the Kyle City Council. Each member may serve a maximum of four (4) years or up to their senior year of high school. Each member's term expires with a



# Kyle Area Youth Advisory Council (KAYAC)



## By-Laws

fourteen (14) day written notice, after three (3) unexcused absences within a school-year calendar, or three (3) months after graduation.

### **Board Positions:**

Board Positions will be voted on and appointed by KAYAC by the last meeting in October each year. This includes but is not limited to: Chair, Vice-Chair, Secretary, Treasurer, City Council Liaison, and various committee liaison positions. The term of office for Board Positions will be one-year, or until his/her successor is duly appointed and qualified.

### **Staff Liaison:**

The City of Kyle Parks and Recreation Department will assign a City Staff Liaison to serve as Staff Liaison to the KAYAC.

### **Meetings:**

KAYAC shall hold meetings at least monthly from September until May of each year at times and places it may designate. All KAYAC members are expected to attend each meeting, special called meeting, workshop, and community projects. The presence of a majority of KAYAC currently in office shall be necessary and sufficient to constitute a quorum. Special meetings shall be called by the Chairperson or the Staff Liaison. Meeting agendas shall be posted on the City website at least seventy two (72) hours in advance or no less than twelve (12) hours for special called meetings. (Sec. 3.06 and Sec. 3.07 of City Charter)

### **Removal:**

Members of the KAYAC may be removed from office for cause by a majority of the City Council. Ground of removal include failure to satisfy the qualifications set forth in the powers and duties, substantial neglect of duty, gross misconduct in office, unexcused absences, or violations of any provision of the City's Code of Ethics. (Sec. 3.05 and Sec. 3.06 of City Charter)



# Kyle Area Youth Advisory Council (KAYAC)



## By-Laws

### Purpose of Creation:

This Youth Council Committee has been created as a sixteen (16) member committee that consists of ~~two Freshman, Sophomore, Junior, and Senior class representatives from all comprehensive Hays CISD High Schools. Each High School will select one "Primary" member and one "Secondary" member from each grade level.~~ This Youth Council Committee shall be known as the Kyle Area Youth Advisory Council (KAYAC).

**Commented [SG1]:** This has changed to eliminate the two-per grade level and open up membership to home-school students and students at Live Oak Academy. This also removes the "Primary" and "Secondary" positions.

KAYAC shall be advisory in nature and has been created for the purpose of providing a youthful point of view for the Kyle City Council on community affairs and issues. This commission shall provide the opportunity for youth in the City of Kyle a formal role in the City's decision making process by hearing items and advising City Council on the youth perspective.

### Powers and Duties:

The KAYAC shall be instilled with the following powers and duties:

1. Assist and advise the City Council on youth issues.
2. Conduct surveys and determine the concerns and interests of the Kyle youth.
3. Encourage the initiation of programs and general interests of the youth.
4. Encourage youth leadership and responsibility through volunteerism and community involvement.
5. Enlist the cooperation of all segments of the community involvement among youth of all cultures and backgrounds.

KAYAC shall have no executive or administrative powers or authorities except herein provided.

### Member Qualifications:

~~The KAYAC will consist of eight (8) primary members and eight (8) secondary members composed of students from each grades Freshman through Senior that attend a Hays CISD comprehensive high school. Primary members will be voting members. Secondary members will be non-voting members unless their Primary member is unable to attend scheduled meetings.~~

**Commented [SG2]:** This section has been deleted. Information on member qualifications are now included under the "Purpose of Creation" and "Appointment and Terms"



# Kyle Area Youth Advisory Council (KAYAC)



## By-Laws

### Appointment and Terms:

The KAYAC members representing all schools will be nominated by the principal or the principal's designee of their respective campuses. The principal or principal's designee shall submit the nominees for the vacant positions to the KAYAC Staff Liaison no later than the third Friday of September of the year. The principal may recommend a Primary or Secondary position but it is not required. The nominee(s) must be ratified by the Kyle City Council. Primary and Secondary positions will be voted on by KAYAC members at the first KAYAC meeting after members have been ratified by the City Council.

Positions will be voted on and appointed by KAYAC by the last meeting in October each year. This includes but is not limited to: Primary and Secondary member positions, Chair, Vice-Chair, Secretary, Treasurer, Social Chair, Marketing Chair, and various committee liaison positions. Each member may serve a maximum of four (4) years or up to their senior year of high school. A maximum of two years may be served in a Primary position. Each member's term expires three (3) months after graduation.

The City of Kyle Parks and Recreation Department will assign a City Staff Liaison to serve as Staff Liaison to the KAYAC.

[Redacted]

### Removal:

Members of the KAYAC may be removed from office for cause by a majority of the City Council. Ground of removal include failure to satisfy the qualifications set forth in the powers and duties, substantial neglect of duty, gross misconduct in office, unexcused absences, or violations of any provision of the City's Code of Ethics.

**Commented [SG3]:** We will now accept applications online. Applications will be accepted for 30 days after the position becomes vacant. An interviewing panel will be created. Although we will not be specific to two members from each grade level from each school we will still look for one representative from each grade level to make sure we have representation for each population.

**Commented [SG4]:** We will no longer have Primary and Secondary positions. All members will have an equal vote.

**Commented [SG5]:** These positions will be included as "various committee liaison positions".

**Commented [SG6]:** We have also added that their term can expire after 3 unexcused absences and if they give written notice within 14 days

**Commented [SG7]:** This will now be it's own section.

**Commented [SG8]:** We've now added a section to outline their meeting procedures. This mirrors the City Council meeting subsection in the City Charter. (Sec. 3.06 and Sec. 3.07)

**Commented [SG9]:** This section has been expanded to mirror the City Charter sections 3.05 and 3.06



# CITY OF KYLE, TEXAS

## Meinzer Development Agreement

Meeting Date: 9/1/2015  
Date time: 7:00 PM

**Subject/Recommendation:** Consider and Possible Action on Development Agreement Between City of Kyle, Texas, and Neil and Amber Meinzer. ~ *James Earp, Assistant City Manager*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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

Attachments / click to download

[Development Agreement - Neil and Amber Meinzer](#)

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STATE OF TEXAS           §  
  §  
COUNTY OF HAYS         §

**DEVELOPMENT AGREEMENT  
BETWEEN CITY OF KYLE, TEXAS, AND NEAL AND AMBER MEINZER**

This Development Agreement (“Agreement”) is by and between the City of Kyle, Texas, a home rule city situated in Hays County, Texas (the “City”) and B. Neal Meinzer and Amber A. Meinzer (collectively “Developer”). The term “Parties” or “Party” means the City and the Developer collectively or singularly.

**RECITALS**

WHEREAS, Developer owns certain real property at 505 Old Highway 81 South in Kyle, TX (“Property”), which is more particularly described in the attached **Exhibit “A”**;

WHEREAS, use of the property was manufacture, storage, and distribution of precast concrete until use ceased;

WHEREAS, the property was duly zoned “HI” Heavy Industrial (“HI Zoning”) by the City prior to 2003;

WHEREAS, in 2003 the City adopted new zoning classifications in Ordinance 438;

WHEREAS, a dispute arose between Developer and City regarding the zoning applicable to the Property (the “Dispute”);

WHEREAS, the Board of Adjustments for the City of Kyle in settlement of the Dispute determined that the Property enjoys HI Zoning and all land rights under the terms of that zoning designation when it last was in effect; and,

WHEREAS, subject to the covenants and acknowledgments herein, the Developer consents to re-zone the Property to CM (Commercial Manufacturing) but desires, among other things set forth herein, certain assurances as set forth herein including without limitation that the Property may be used after the Effective Date in a manner that would be deemed to reestablish the use of the Property as if the same had been continuously used and not require site development or otherwise unduly burden the reestablishment of use (“Reestablished Use”) of the Property by Developer, tenant or assignee (“User”).

NOW, THEREFORE, for and in consideration of the above stated recitals, which are made a part of this Agreement, the benefits described below, plus the mutual promises and acknowledgments expressed herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby contract, covenant, acknowledge and agree as follows:

## ARTICLE 1

**1.01 Purpose.** This Agreement represents in its entirety terms as agreed upon herein by the Parties.

**1.02 Authority.** Authority for Developer and the City to enter into this Agreement exists under the City Charter of the City; Article III, Section 52-a of the Texas Constitution; Chapter 212, Subchapter G, Tex. Local Government Code, (“Subchapter G”); and such other statutes as may be applicable.

**1.03 Term.** The term of this Agreement will commence on the Effective Date and continue for 20 years unless the Property is rezoned to RS as set forth below, or other retail category as may be in effect at the time, prior to 20 years, in which case this Agreement shall expire upon the finalization of the zoning to a retail use.

**1.04 Benefits.** The City desires to enter into this Agreement to provide additional control to the development standards for the Property, and to clearly delineate standards to be used for any development reviews.

**1.05 Vesting of Rights.** This Agreement will constitute the first application in a series of applications for the purpose of vesting as contemplated in Chapter 245 of the Texas Local Government Code. The City agrees that, in accordance with Chapter 245 of the Texas Local Government Code, the City will consider the approval of any further approvals necessary for the Property based solely on the City’s ordinances, regulations, and official policies in effect as of the effective date of this Agreement (the “Applicable Rules”), as modified by this Agreement. Further, the City agrees that, upon approval of this Agreement, Developer has vested authority to develop the Property in accordance with the Applicable Rules, as modified by this Agreement.

**1.06 Code Defined.** As used herein, the term “Code” shall mean and refer to the Code of Ordinances of the City of Kyle.

## ARTICLE 2

**2.01 Generally.** Except as provided in this Agreement, all development applications and development of the Property will comply with the Code. If there is any conflict between the terms of this Agreement and the Code, the specific terms of this Agreement will control.

**2.02 Rezoning.** This Agreement serves as Developer’s consent to the City initiating re-zoning of the Property per procedures outlined in the City Code to CM Zoning, within 30 days of the Effective Date. The City agrees to initiate such rezoning within 30 days of the Effective Date in good faith and fully recommend to City Council the approval of same. Should such re-

zoning result in a zoning designation of CM Zoning, the Property would be zoned for and permitted to be used in any of the CM Zoning uses and categories referenced under CHAPTER 53 ZONING, ARTICLE X. CLOSING PROVISIONS, SECTION 53-1230. Uses permitted in certain districts (“Allowable Uses”) of the Code, a copy of which is attached hereto as **Exhibit B**, which would include without limitation Historical Use (as that term is defined below), and Property’s Reestablished Use. In the event the re-zoning case fails to pass upon a majority vote of the City Council or the Property is not formally re-zoned to CM Zoning within 90 days of the Effective Date (the “Re-Zone Fail Date”), (a) the Property shall remain zoned HI and enjoy all rights of HI Zoning in accordance with the findings of the Board of Adjustments and (b) the Property shall still be deemed to have been in lawful use continuously through the 270<sup>th</sup> day following the Re-Zone Fail Date in a manner consistent with the “Historical Uses” (as that term is defined below). The time deadlines outlined in this Section may be extended by an additional 30 days if approved in writing by the Parties.

**2.03 Development Regulations.** Excluding requirements dealing with signage or required by Federal or State law, the City will not impose any conditions and limitations, overlay requirements, building façade regulations, and site development regulations (collectively “Development Regulations”) that would otherwise be applicable to the use or development of the Property for any CM-allowable use proposed for the Property after the Effective Date of this Agreement **provided:**

- (a) the User contemplates utilizing the improvements (the “Proposed Use”) currently existing on the Property (“Current Improvements”) without making substantial additions to the footprint of the Current Improvements for the Proposed Use; and
- (b) the Proposed Use falls within uses described in Allowable Uses as having an “SIC Type” of *transportation, construction, manufacturing, utilities, or wholesale* (“Historical Use”).

If the Proposed Use does not fall within the forgoing Historical Use description, such Proposed Use shall still enjoy all Allowable Uses associated with the prevailing zoning, but will be required to comply with the most restrictive Development Regulations associated with that use as established by the Code. By way of example, if a Proposed Use is NOT a Historical Use, but is an Allowable Use under both W and RS zoning (and thus also under CM), then the Development Regulations applicable to such Proposed Use under RS shall apply.

**2.04** The City agrees to work in good faith with Developer and any other future User to facilitate and expedite permits, approvals or inspections necessary for any Proposed Use in accordance with the Agreement.

**2.05** Developer agrees that if all of the conditions listed below as (a) - (c) occur and are true, Developer consents to the City initiating a down zoning on the property to RS – Retail Services, or similar retail district that may be in effect at the time (provided the Established Retail Use (as defined below) is allowable under such district at the time the requirements of this Section are satisfied:

- a. The Current Improvements are substantially demolished and the Property is re-developed with a retail or office use that is NOT a Historical Use as defined above (the "Established Retail Use") requiring substantial new construction ("New Improvements") in compliance with Development Regulations; AND
- b. The City makes written request to Developer to down-zone the Property (the "City's Down-zoning Request"; AND
- c. The Established Retail Use persists for at least 180 days.

The City agrees to refrain from initiating any rezoning of the Property during the term of this Agreement except and only to the extent permitted by paragraphs 2.02 and 2.05 above.

### ARTICLE 3

**3.01 Assignment of Developer Rights.** Developer may assign in whole or part its rights and obligations under this Agreement to persons purchasing all of the Property or a part of the Property but not to an individual purchaser of lots within a recorded final plat. In the event Developer assigns all of its respective rights under this Agreement in conjunction with the conveyance of any un-platted portion of the Property, a written assignment of said rights must be filed of record in the Official Public Records of Hays County, Texas in order to be effective. This Agreement may be assigned by Developer without the consent of the City to any Developer-affiliated or related entity and Developer will be released from its obligations under this Agreement upon delivery of a notice of assignment to the City.

**3.02 Lot Conveyance Not an Assignment.** The mere conveyance of a lot or any portion of the Property without a written assignment of the rights of Developer shall not be sufficient to constitute an assignment of the rights or obligations of Developer hereunder, unless specifically provided herein.

**3.03 Agreement Binding on Assigns.** This Agreement shall be binding upon the Parties, their grantees, successors, assigns, and/or any subsequent owners or purchasers of the Property. In the event of an assignment of fee ownership, in whole or in part, of the Property by Developer, only the grantees and assignees and then current owners of any portion of the Property so assigned shall be liable under this Agreement for any subsequent default occurring after the conveyance and affecting only the portion or portions of the Property so assigned. Any reference to Developer or City shall be deemed to and will include the successors or assigns thereof, and all the covenants and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

### ARTICLE 4 DEFAULT AND NOTICE

**4.01 Notice and Opportunity to Cure.** If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party

at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period.

**4.02 Remedies for Default/Enforcement/Waiver.** In the event of a default under this Agreement, the non-defaulting Party shall be entitled to seek any remedy available under any applicable law or agreement and/or otherwise enforce this Agreement by any proceeding available at law or equity. Failure of either Party to enforce this Agreement shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

**4.03 Litigation.** In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Developer and the City intend to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The City's participation in the defense of such a lawsuit is expressly conditioned on budgetary appropriations for such action by the city council. The filing of any third-party lawsuit relating to this Agreement or the development of the Project will not delay, stop or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project, unless otherwise required by a court of competent jurisdiction.

**4.04 Notices.** Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other delivery service, fax, email or hand delivery; (ii) three (3) business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address stated in Section I; or (iii) one (1) business day after being sent by email.

Any notice mailed to the City shall be addressed:

City of Kyle  
Attn: City Manager  
100 W. Center Street  
Kyle, Texas 78640

Any notice mailed to the Developer shall be addressed:

Neal Meinzer  
Taube Summers Harrison Taylor Meinzer Brown LLP  
100 Congress 18<sup>th</sup> Floor  
Austin, TX 78701

Any Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

**ARTICLE 5**  
**PROPERTY AND MORTGAGEE OBLIGATIONS**

**5.01 Mortgagee Acceptance.** Developer shall assure that any mortgage financing obtained for the Property and the Project includes a provision that obligates the mortgagee to continue this Agreement in full force and effect subject to its terms and provisions in the event of a foreclosure or other action by such mortgagee, with a good and sufficient subordination provision, and any such mortgagee shall be deemed to have taken a security interest in the Property with notice of and subject to this Agreement. Developer shall provide the City with an executed copy of a subordination agreement that is consistent with the requirements of this Agreement.

**5.02 Mortgagee Protection.** This Agreement will not affect the right of Developer to encumber all or any portion of the Property by mortgage, deed of trust or other instrument to secure financing for the Project, subject to the terms and provisions of Section 5.01. The City understands that a lender providing financing of the development of the Property (“Lender”) may require interpretations of or modifications to this Agreement and agrees to not unreasonably refuse to cooperate with Developer and its Lenders’ representatives in connection with any requests for interpretations or modifications so long as such modifications are not substantially inconsistent with the terms of this Agreement. The City agrees not to unreasonably condition, withhold or delay its approval of any requested interpretation or modification if the interpretation or modification is consistent with the intent and purposes of this Agreement. The City further agrees as follows:

- (a) Neither entering into this Agreement, nor any breach of this Agreement, will affect any lien upon all or any portion of the Property.
- (b) The City will, upon written request of a Lender given to the City by certified mail, return receipt requested, at the addresses provided in Section 4.05, provide the Lender with a copy of any written notice of default given to Developer under this Agreement within ten (10) days of the date such notice is given to Developer.
- (c) Upon default by Developer under this Agreement, a Lender may, but will not be obligated to, promptly cure any default during any cure period extended to Developer, either under this Agreement or under the notice of default.
- (d) Any Lender who comes into possession of any portion of the Property by foreclosure or deed in lieu of foreclosure will take such Property subject to the terms of this Agreement. No Lender will be liable for any defaults or monetary obligations of Developer arising prior to the Lender’s acquisition of title, but a Lender will not be entitled to obtain any permits or approvals with respect to that Property until all delinquent fees and other obligations of Developer under this Agreement that relate to the Property have been paid or performed.

**5.03 Certificate of Compliance.** Within thirty (30) days of written request by either Party given to the other Party requesting a statement of compliance with this Agreement, the other Party will execute and deliver to the requesting Party a statement certifying that:

- (a) this Agreement is unmodified and in full force and effect, or if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification;
- (b) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default; and
- (c) any other information that may be reasonably requested. The City Manager or the Mayor will be authorized to execute any requested certificate on behalf of the City.

## **ARTICLE 6 MISCELLANEOUS**

**6.01 Multiple Originals.** The Parties may execute this Agreement in one or more duplicate originals, each of equal dignity.

**6.02 Entire Agreement.** This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties with authority to sign and dated subsequent to the date hereof. There are no other agreements, oral or written, except as expressly set forth herein.

**6.03 Recordation.** A copy of this Agreement will be recorded in the Official Public Records of Hays County, Texas.

**6.04 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event of partial invalidity, the balance of the Agreement shall remain in full force and effect. This Agreement is performable in Hays County, Texas.

**6.05 Termination or Amendment By Agreement.** This Agreement may only be terminated or amended as to any or all of the Property at any time by mutual written consent of the City and Developer, or may be terminated or amended only as to a portion of the Property by the mutual written consent of the City and the Developer of only the portion of the Property affected by the amendment or termination. Termination or Amendment of this Agreement by the City will require approval by the City Council.

**6.06 No Oral or Implied Waiver.** The Parties may waive any of their respective rights or conditions contained herein or any of the obligations of the other party hereunder, but unless this Agreement expressly provides that a condition, right, or obligation is deemed waived, any such waiver will be effective only if in writing and signed by the party waiving such condition, right, or obligation. The failure of either party to insist at any time upon the strict performance of any covenant or agreement in this Agreement or to exercise any right, power, or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future.

**6.07 No Third-Party Beneficiary.** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided herein.

**6.08 Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance therewith. The Parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

**6.09 Effective Date.** This Agreement is legally effective and enforceable upon the execution of this Agreement by both parties. The "Effective Date" as used herein shall mean and refer to the last date signed below.

**DEVELOPER:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
B. Neal Meinzer

By: \_\_\_\_\_ Date \_\_\_\_\_  
Amber A. Meinzer

**CITY OF KYLE, TEXAS:**

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

Date: \_\_\_\_\_

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Frank J. Garza, City Attorney



**EXHIBIT A**

**To Development Agreement Between City of Kyle, Texas and  
Neal and Amber Meinzer**

**(Attach legal description of 505 Old Hwy 81 South, Kyle, TX)**

Legal description of 505 Old Hwy 81 South, Kyle, TX

A 1.541 ACRE TRACT OF LAND, MORE OR LESS, SITUATED BETWEEN INTERSTATE HIGHWAY 35 AND OLD U.S. 81 SOUTH IN THE CITY OF KYLE, Z. HINTON SURVEY ABSTRACT 220, HAYS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON "EXHIBIT A-1" ATTACHED HERETO AND MADE A PART HEREOF.

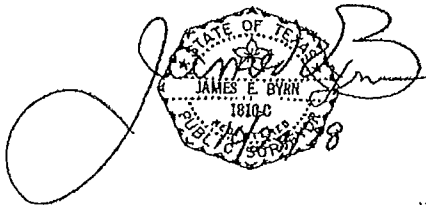
FIELD NOTE DESCRIPTION PREPARED FROM PUBLIC RECORDS AND FROM HIGHWAY RIGHT OF WAY MAPS OF A 1.541 ACRE TRACT OF LAND SITUATED BETWEEN INTERSTATE HIGHWAY 35 AND OLD U.S. 81 IN THE CITY OF KYLE, Z. HINTON SURVEY ABSTRACT 220, HAYS COUNTY TEXAS AND BEING A PARCEL OF LAND OUT OF THAT TRACT CONVEYED BY THE FEDERAL LAND BANK OF HOUSTON TO ADOLPH HILL AND EMMA HILL RECORDED IN VOLUME 117 PAGE 152 OF THE HAYS COUNTY DEED RECORDS AND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS BELOW;

BEGINNING at the intersection of west line of I.S. 35 at Engineers Station 466+90.6 and the curving east line of Old U.S. 81 at Engineers Station 1155+99.5 for the south corner of this tract;

THENCE leaving the PLACE OF BEGINNING with the curving east line of U.S. 81 said curve having the following characteristics: interior angle =  $7^{\circ}28'55''$ , radius = 5669.6 feet, arc length = 740.36 feet and a chord bearing  $N3^{\circ}50'33''W$  for 739.83 feet to a point for the northwest corner of this tract;

THENCE leaving the east line of U.S. 81 with the north line of this tract  $S80^{\circ}53'E$  169.71 feet to a point for the northeast corner of this tract on the west line of I.S. 35, said point being the northwest corner of parcel 86 conveyed by Adolph Hill et ux to the State of Texas as recorded in Volume 178 Page 380 et seq. of the Hays County Deed Records;

THENCE with the west line of I.S. 35 and the common line of parcel 86 and this tract  $S9^{\circ}25'06''W$  721.00 feet to the PLACE OF BEGINNING. There being contained within these metes and bounds as prepared from public records and certain Highway Right of Way maps by James E. Byrn of James E. Byrn and Associates of San Marcos, Texas on October 24, 1978 1.541 acres of land area, more or less.



Client: Meinzer, Bob  
 Date: October 24, 1978  
 County: Hays, Texas  
 Survey: Hinton Survey Abstract 220, Z.  
 Job No.: 652-1

HAYS COUNTY TEXAS  
 7 18 NOV 7 11 52 AM '78

Exhibit A-1

**EXHIBIT B**

**To Development Agreement Between City of Kyle, Texas and**

**Neal and Amber Meinzer**

**(Attach Copy of Sec. 53-1230 of Kyle Texas Code of Ordinances)**

Sec. 53-1230. - Uses permitted in certain districts.

The following uses are permitted as stated for each district:

EXHIBIT A

SIC Code	SIC Type	SIC Code Description	Primary Zoning	Secondary Zoning	Third Zoning	Fourth Zoning
<i>B, Billboards</i>						
5418 5000	A	Billboards	B			
<i>CBD-1, Central business district 1</i>						
4533 1000	Retail	Antique dealer	CBD-1	CBD-2	RS	CM/W/E
4536 2000	Retail	Art gallery	CBD-1	CBD-2	RS	CM/W/E
3118 1100	Retail	Bakeries baking and selling	CBD-1	CBD-2	RS	CM/W/E
4452 9100	Retail	Bakeries, selling only	CBD-1	CBD-2	RS	CM/W/E
4461 2000	Retail	Barber and beauty supplies	CBD-1	CBD-2	RS	CM/W/E
4461 2000	Retail	Beauty and barber supplies	CBD-1	CBD-2	RS	CM/W/E
4511 1007	Retail	Bicycle sales and service	CBD-1	CBD-2	RS	CM/W/E
4452 9200	Retail	Candy and nut and confectionery store	CBD-1	CBD-2	RS	CM/W/E
4481 9001	Retail	Clothing bridal shop	CBD-1	CBD-2	RS	CM/W/E
4481 9002	Retail	Clothing, formal wear (sale and rent)	CBD-1	CBD-2	RS	CM/W/E
4481 4001	Retail	Clothing resale (used)	CBD-1	CBD-2	RS	CM/W/E

4481 9002	Retail	Clothing, used (resale)	CBD-1	CBD-2	RS	CM/W/E
4452 9901	Retail	Coffee and tea retailer	CBD-1	CBD-2	RS	CM/W/E
4452 9901	Retail	Coffeehouse	CBD-1	CBD-2	RS	CM/W/E
4532 9002	Retail	Collectibles (not antiques)	CBD-1	CBD-2	RS	CM/W/E
4457 9200	Retail	Confectionery store	CBD-1	CBD-2	RS	CM/W/E
4539 9800	Retail	Engravers and trophy shops	CBD-1	CBD-2	RS	CM/W/E
7221 1004	Retail	Fast food donut	CBD-1	CBD-2	RS	CM/W/E
7221 1014	Retail	Fast food, sandwich	CBD-1	CBD-2	RS	CM/W/E
4531 1000	Retail	Florists	CBD-1	CBD-2	RS	CM/W/E
4532 2000	Retail	Gift shop and greeting cards	CBD-1	CBD-2	RS	CM/W/E
4532 2000	Retail	Greeting cards and gift shop	CBD-1	CBD-2	RS	CM/W/E
4483 1000	Retail	Jewelry store	CBD-1	CBD-2	RS	CM/W/E
4451 5001	Retail	Jewelry store, costume	CBD-1	CBD-2	RS	CM/W/E
4461 2001	Retail	Kiosk, beauty products	CBD-1	CBD-2	RS	CM/W/E
4483 1001	Retail	Kiosk, jewelry	CBD-1	CBD-2	RS	CM/W/E
4532 2001	Retail	Novelty and party and souvenir shop	CBD-1	CBD-2	RS	CM/W/E
4452 8200	Retail	Nut and candy and confectionery store	CBD-1	CBD-2	RS	CM/W/E

7221 1002	Retail	Restaurant, without bar	CBD-1	CBD-2	RS	CM/W/E
7222 1301	Retail	Snack bars	CBD-1	CBD-2	RS	CM/W/E
4532 2001	Retail	Souvenir and novelty and party shop	CBD-1	CBD-2	RS	CM/W/E
4539 9809	Retail	Specialty products, NEC	CBD-1	CBD-2	RS	CM/W/E
4452 9901	Retail	Tea and coffee retailer	CBD-1	CBD-2	RS	CM/W/E
4539 9808	Retail	Trophy shops and engravers	CBD-1	CBD-2	RS	CM/W/E
5412 1100	Services	Accounting and bookkeeping	CBD-1	CBD-2	RS	CM/W/E
6211 1101	Services	Acupuncturist	CBD-1	CBD-2	RS	CM/W/E
5742 9100	Services	Adjustment services	CBD-1	CBD-2	RS	CM/W/E
5415 1000	Services	Advertising agencies	CBD-1	CBD-2	RS	CM/W/E
5313 2000	Services	Appraisers	CBD-1	CBD-2	RS	CM/W/E
5413 1000	Services	Appraisers	CBD-1	CBD-2	RS	CM/W/E
5414 3002	Services	Artist, commercial artist	CBD-1	CBD-2	RS	CM/W/E
7116 1000	Services	Artist fine arts	CBD-1	CBD-2	RS	CM/W/E
5411 1000	Services	Attorneys	CBD-1	CBD-2	RS	CM/W/E
8121 1100	Services	Barbershop	CBD-1	CBD-2	RS	CM/W/E
8121 1201	Services	Beauty shop and barbershop combo	CBD-1	CBD-2	RS	CM/W/E
8121 1200	Services	Beauty shop	CBD-1	CBD-2	RS	CM/W/E

8412 1100	Services	Bookkeeping and accounting	CBD-1	CBD-2	RS	CM/W/E
5239 3001	Services	Business and financial consulting, NEC	CBD-1	CBD-2	RS	CM/W/E
5239 1000	Services	Business credit offices	CBD-1	CBD-2	RS	CM/W/E
5313 9000	Services	Business office NEC	CBD-1	CBD-2	RS	CM/W/E
0241 1000	Services	Child day care services	CBD-1	CBD-2	RS	CM/W/E
6213 1000	Services	Chiropractors	CBD-1	CBD-2	RS	CM/W/E
8131 1000	Services	Churches, not exempted	CBD-1	CBD-2	RS	CM/W/E
5614 4000	Services	Collection services	CBD-1	CBD-2	RS	CM/W/E
5415 1200	Services	Computer consultant	CBD-1	CBD-2	RS	CM/W/E
5415 1100	Services	Computer programming service	CBD-1	CBD-2	RS	CM/W/E
5415 1900	Services	Computer services, NEC	CBD-1	CBD-2	RS	CM/W/E
5415 1101	Services	Computer software development	CBD-1	CBD-2	RS	CM/W/E
5239 9900	Services	Consultants, NEC	CBD-1	CBD-2	RS	CM/W/E
6241 9000	Services	Counseling, social services	CBD-1	CBD-2	RS	CM/W/E
5614 9200	Services	Court reporting services	CBD-1	CBD-2	RS	CM/W/E
6212 1000	Services	Dentist	CBD-1	CBD-2	RS	CM/W/E



5414 2000	Services	Designer, building/industrial	CBD-1	CBD-2	RS	CM/W/E
5418 6000	Services	Direct mail ad service	CBD-1	CBD-2	RS	CM/W/E
5413 4000	Services	Drafting services	CBD-1	CBD-2	RS	CM/W/E
8121 9902	Services	Electrolysis clinic	CBD-1	CBD-2	RS	CM/W/E
5413 3000	Services	Engineers	CBD-1	CBD-2	RS	CM/W/E
5413 8001	Services	Environmental services	CBD-1	CBD-2	RS	CM/W/E
8129 9001	Services	Event planning services	CBD-1	CBD-2	RS	CM/W/E
8121 1202	Services	Facial salon, skin care	CBD-1	CBD-2	RS	CM/W/E
5239 3001	Services	Financial consulting, NEC	CBD-1	CBD-2	RS	CM/W/E
5239 9901	Services	Financial services, NEC	CBD-1	CBD-2	RS	CM/W/E
8121 1300	Services	Fingernail salon	CBD-1	CBD-2	RS	CM/W/E
5413 3001	Services	Geologist	CBD-1	CBD-2	RS	CM/W/E
5414 3001	Services	Graphic designer	CBD-1	CBD-2	RS	CM/W/E
5617 2001	Services	House cleaning and maid service	CBD-1	CBD-2	RS	CM/W/E
5242 1000	Services	Insurance agents and brokers	CBD-1	CBD-2	RS	CM/W/E
5414 1000	Services	Interior designers	CBD-1	CBD-2	RS	CM/W/E
5141 9400	Services	Internet, marketing, com	CBD-1	CBD-2	RS	CM/W/E

5141 9300	Services	Internet, website designer	CBD-1	CBD-2	RS	CM/W/E
5239 3000	Services	Investment advice and management	CBD-1	CBD-2	RS	CM/W/E
5411 1001	Services	Legal services	CBD-1	CBD-2	RS	CM/W/E
5222 9100	Services	Loan office, personal	CBD-1	CBD-2	RS	CM/W/E
5617 2001	Services	Maid services and housecleaning	CBD-1	CBD-2	RS	CM/W/E
5416 1300	Services	Marketing services	CBD-1	CBD-2	RS	CM/W/E
6213 9901	Services	Massage therapeutic	CBD-1	CBD-2	RS	CM/W/E
6211 1101	Services	Medical, acupuncturist	CBD-1	CBD-2	RS	CM/W/E
6213 1000	Services	Medical, chiropractors	CBD-1	CBD-2	RS	CM/W/E
6212 1000	Services	Medical, dentist	CBD-1	CBD-2	RS	CM/W/E
6213 9901	Services	Medical, massage therapeutic	CBD-1	CBD-2	RS	CM/W/E
6213 2000	Services	Medical, optometrist	CBD-1	CBD-2	RS	CM/W/E
6213 4001	Services	Medical, physical therapist	CBD-1	CBD-2	RS	CM/W/E
6213 9100	Services	Medical, podiatrist	CBD-1	CBD-2	RS	CM/W/E
6213 9900	Services	Medical, practitioners NEC	CBD-1	CBD-2	RS	CM/W/E
6211 1200	Services	Medical, psychiatrist	CBD-1	CBD-2	RS	CM/W/E
6213 3000	Services	Medical, psychologist	CBD-1	CBD-2	RS	CM/W/E

6211 1201	Services	Medical, psychotherapist	CBD-1	CBD-2	RS	CM/W/E
6213 4000	Services	Medical, speech pathology	CBD-1	CBD-2	RS	CM/W/E
3152 1101	Services	Monogram shop	CBD-1	CBD-2	RS	CM/W/E
6213 2000	Services	Optometrist	CBD-1	CBD-2	RS	CM/W/E
5222 9100	Services	Personal loans office	CBD-1	CBD-2	RS	CM/W/E
5419 2200	Services	Photographer, commercial	CBD-1	CBD-2	RS	CM/W/E
5419 2100	Services	Photographer, portrait	CBD-1	CBD-2	RS	CM/W/E
6213 4001	Services	Physical therapist	CBD-1	CBD-2	RS	CM/W/E
4422 9901	Services	Picture framing store	CBD-1	CBD-2	RS	CM/W/E
6213 9100	Services	Podiatrist	CBD-1	CBD-2	RS	CM/W/E
5616 1101	Services	Polygraph examiners	CBD-1	CBD-2	RS	CM/W/E
5418 6000	Services	Print, direct mail and ad service	CBD-1	CBD-2	RS	CM/W/E
5111 9901	Services	Print, publisher (no printing)	CBD-1	CBD-2	RS	CM/W/E
5616 1200	Services	Private investigator	CBD-1	CBD-2	RS	CM/W/E
6211 1200	Services	Psychiatrist	CBD-1	CBD-2	RS	CM/W/E
6213 3000	Services	Psychologist	CBD-1	CBD-2	RS	CM/W/E
6211 1201	Services	Psychotherapist	CBD-1	CBD-2	RS	CM/W/E
5418 2000	Services	Public relation firms	CBD-1	CBD-2	RS	CM/W/E

5111 9901	Services	Publisher (no printing)	CBD-1	CBD-2	RS	CM/W/E
5312 1000	Services	Real estate agent, broker and management	CBD-1	CBD-2	RS	CM/W/E
5259 9000	Services	Real estate developer and investor	CBD-1	CBD-2	RS	CM/W/E
5413 8000	Services	Research services	CBD-1	CBD-2	RS	CM/W/E
3152 1201	Services	Seamstress	CBD-1	CBD-2	RS	CM/W/E
5614 1000	Services	Secretarial services	CBD-1	CBD-2	RS	CM/W/E
7139 4000	Services	Spas, day health spas	CBD-1	CBD-2	RS	CM/W/E
6213 4000	Services	Speech pathology	CBD-1	CBD-2	RS	CM/W/E
5231 2000	Services	Stock brokers	CBD-1	CBD-2	RS	CM/W/E
3152 1200	Services	Tailor	CBD-1	CBD-2	RS	CM/W/E
7114 1000	Services	Talent agents	CBD-1	CBD-2	RS	CM/W/E
5412 1300	Services	Tax return preparation	CBD-1	CBD-2	RS	CM/W/E
5614 2100	Services	Telephone answering service	CBD-1	CBD-2	RS	CM/W/E
5411 9100	Services	Title abstract companies	CBD-1	CBD-2	RS	CM/W/E
5615 1000	Services	Travel agencies	CBD-1	CBD-2	RS	CM/W/E
8129 9002	Services	Wedding chapel	CBD-1	CBD-2	RS	CM/W/E
8129 9001	Services	Wedding planning and coordinating	CBD-1	CBD-2	RS	CM/W/E

*CBD-2, Central business district-2*

4431 1100	Retail	Appliance store	CBD-2	RS	W	CM/E
4431 1103	Retail	Appliance store, used only	CBD-2	RS	W	CM/E
4511 2001	Retail	Arts and crafts store	CBD-2	RS	W	CM/E
4413 1002	Retail	Auto radio and sound systems, sales and service	CBD-2	RS	W	CM/E
4413 1002	Retail	Auto sound systems and radio, sales and service	CBD-2	RS	W	CM/E
4421 1002	Retail	Bed and mattress sales	CBD-2	RS	W	CM/E
4422 9100	Retail	Blinds and drapery stores	CBD-2	RS	W	CM/E
4512 1100	Retail	Bookstore, new	CBD-2	RS	W	CM/E
4512 1102	Retail	Bookstore, used	CBD-2	RS	W	CM/E
4431 3000	Retail	Cameras and photo supplies	CBD-2	RS	W	CM/E
4422 1000	Retail	Carpet and floor coverings	CBD-2	RS	W	CM/E
4541 1000	Retail	Catalog showrooms	CBD-2	RS	W	CM/E
7223 2000	Retail	Catering service	CBD-2	RS	W	CM/E
4511 2004	Retail	Ceramic products supplies	CBD-2	RS	W	CM/E
4481 3000	Retail	Clothing, children and infant	CBD-2	RS	W	CM/E

4481 5000	Retail	Clothing, costume and dance (sale and rent)	CBD-2	RS	W	CM/E
4481 5000	Retail	Clothing, dance and costume (sale and rent)	CBD-2	RS	W	CM/E
4481 4000	Retail	Clothing, family	CBD-2	RS	W	CM/E
4481 9008	Retail	Clothing, furrier	CBD-2	RS	W	CM/E
4481 3000	Retail	Clothing, infant and children	CBD-2	RS	W	CM/E
4481 2001	Retail	Clothing, maternity	CBD-2	RS	W	CM/E
4481 1000	Retail	Clothing, men and boys	CBD-2	RS	W	CM/E
4481 1001	Retail	Clothing, men's accessory	CBD-2	RS	W	CM/E
4481 9006	Retail	Clothing, NEC	CBD-2	RS	W	CM/E
4481 9005	Retail	Clothing, T-shirts	CBD-2	RS	W	CM/E
4481 9004	Retail	Clothing, western wear	CBD-2	RS	W	CM/E
4481 2002	Retail	Clothing, women's accessory	CBD-2	RS	W	CM/E
4481 9000	Retail	Clothing, women's lingerie	CBD-2	RS	W	CM/E
4481 2000	Retail	Clothing, women's ready wear	CBD-2	RS	W	CM/E
4539 9805	Retail	Coin and gold dealer	CBD-2	RS	W	CM/E
4539 9806	Retail	Comic book store	CBD-2	RS	W	CM/E

4431 2001	Retail	Computer, software sales	CBD-2	RS	W	CM/E
4431 2000	Retail	Computers and electronics sales	CBD-2	RS	W	CM/E
7223 1000	Retail	Concession operators	CBD-2	RS	W	CM/E
4471 1000	Retail	Convenience store, no gas	CBD-2	RS	W	CM/E
4461 2002	Retail	Cosmetics and perfume retailer	CBD-2	RS	W	CM/E
4511 2005	Retail	Crafts mall booth	CBD-2	RS	W	CM/E
4511 2001	Retail	Crafts store	CBD-2	RS	W	CM/E
4532 2003	Retail	Curio shop, imported goods	CBD-2	RS	W	CM/E
722410 (NAICS)	Retail	Dance hall	CBD-2	RS	W	CM/E
4521 1000	Retail	Department stores	CBD-2	RS	W	CM/E
4529 1000	Retail	Department stores, discount	CBD-2	RS	W	CM/E
4422 9100	Retail	Drapery and blind stores	CBD-2	RS	W	CM/E
4461 1000	Retail	Drug stores	CBD-2	RS	W	CM/E
4441 3001	Retail	Electric and hand tool store	CBD-2	RS	W	CM/E
4431 2000	Retail	Electronics and computers sales	CBD-2	RS	W	CM/E
4431 1200	Retail	Electronics and TV and stereo	CBD-2	RS	W	CM/E

4511 1002	Retail	Exercise equipment sales	CBD-2	RS	W	CM/E
4511 3001	Retail	Fabric shop	CBD-2	RS	W	CM/E
7221 1006	Retail	Fast food, BBQ	CBD-2	RS	W	CM/E
7221 1007	Retail	Fast food, chicken	CBD-2	RS	W	CM/E
7221 1009	Retail	Fast food, fish	CBD-2	RS	W	CM/E
7221 1010	Retail	Fast food, hamburger	CBD-2	RS	W	CM/E
7221 1011	Retail	Fast food, ice cream	CBD-2	RS	W	CM/E
7221 1012	Retail	Fast food, Mexican	CBD-2	RS	W	CM/E
7221 1016	Retail	Fast food, NEC	CBD-2	RS	W	CM/E
7221 1013	Retail	Fast food, pizza	CBD-2	RS	W	CM/E
7221 1015	Retail	Fast food, steak	CBD-2	RS	W	CM/E
7221 1017	Retail	Fast food, taco stand	CBD-2	RS	W	CM/E
4442 2002	Retail	Feed store	CBD-2	RS	W	CM/E
4452 1000	Retail	Fish and meat markets	CBD-2	RS	W	CM/E
4511 1003	Retail	Fishing tackle shop	CBD-2	RS	W	CM/E
4422 1000	Retail	Floor covering and carpet	CBD-2	RS	W	CM/E
7223 3000	Retail	Food preparation commissary	CBD-2	RS	W	CM/E
4421 1000	Retail	Furniture store, new	CBD-2	RS	W	CM/E
4421 1003	Retail	Furniture store, used	CBD-2	RS	W	CM/E



4421 1001	Retail	Furniture stores, office	CBD-2	RS	W	CM/E
4451 1001	Retail	General stores, rural	CBD-2	RS	W	CM/E
4539 9805	Retail	Gold and coin dealer	CBD-2	RS	W	CM/E
4471 1000	Retail	Grocery, convenience store, no gas	CBD-2	RS	W	CM/E
4452 9900	Retail	Grocery, food store, NEC	CBD-2	RS	W	CM/E
4452 1000	Retail	Grocery, meat and fish markets	CBD-2	RS	W	CM/E
4452 3000	Retail	Grocery, produce market	CBD-2	RS	W	CM/E
4451 1001	Retail	Grocery, rural (general store)	CBD-2	RS	W	CM/E
4451 1000	Retail	Grocery, supermarket	CBD-2	RS	W	CM/E
4213 3001	Retail	Gutter sales and installers	CBD-2	RS	W	CM/E
4441 3001	Retail	Hand and electric tool store	CBD-2	RS	W	CM/E
4441 3000	Retail	Hardware stores	CBD-2	RS	W	CM/E
4461 9100	Retail	Health food and vitamin store	CBD-2	RS	W	CM/E
4461 9900	Retail	Hearing aids sales	CBD-2	RS	W	CM/E
4431 1203	Retail	Hi-fi stereo equipment sales	CBD-2	RS	W	CM/E

4511 2003	Retail	Hobby and games shop	CBD-2	RS	W	CM/E
4422 9900	Retail	Home furnishings, NEC	CBD-2	RS	W	CM/E
4511 2002	Retail	Kiosk, arts and crafts	CBD-2	RS	W	CM/E
4512 1101	Retail	Kiosk, books	CBD-2	RS	W	CM/E
4481 9009	Retail	Kiosk, clothing	CBD-2	RS	W	CM/E
4511 2002	Retail	Kiosk, crafts	CBD-2	RS	W	CM/E
7222 1302	Retail	Kiosk, food	CBD-2	RS	W	CM/E
4481 9011	Retail	Kiosk, NEC	CBD-2	RS	W	CM/E
4481 9010	Retail	Kiosk, T-shirts	CBD-2	RS	W	CM/E
4483 2000	Retail	Leather goods and luggage sales	CBD-2	RS	W	CM/E
4216 1001	Retail	Lighting fixtures, retail	CBD-2	RS	W	CM/E
4483 2000	Retail	Luggage and leather goods sales	CBD-2	RS	W	CM/E
4512 1200	Retail	Magazine and news stands	CBD-2	RS	W	CM/E
4541 1001	Retail	Mail order sales	CBD-2	RS	W	CM/E
4421 1002	Retail	Mattress and bed sales	CBD-2	RS	W	CM/E
4452 1000	Retail	Meat and fish markets	CBD-2	RS	W	CM/E
4211 2001	Retail	Mobile tool distributor	CBD-2	RS	W	CM/E

4539 9807	Retail	Monuments and tombstones	CBD-2	RS	W	CM/E
4512 2000	Retail	Music, records and CD's and tapes	CBD-2	RS	W	CM/E
4511 4000	Retail	Musical instruments	CBD-2	RS	W	CM/E
4511 3000	Retail	Needlework and sewing supplies	CBD-2	RS	W	CM/E
4512 1200	Retail	News and magazine stands	CBD-2	RS	W	CM/E
4421 1001	Retail	Office furniture store	CBD-2	RS	W	CM/E
4532 1000	Retail	Office supply	CBD-2	RS	W	CM/E
4461 3000	Retail	Optical goods store	CBD-2	RS	W	CM/E
4214 5001	Retail	Orthopedic appliances	CBD-2	RS	W	CM/E
4539 9804	Retail	Paging equipment and supplies	CBD-2	RS	W	CM/E
4441 2000	Retail	Paint and wallpaper stores	CBD-2	RS	W	CM/E
5222 9800	Retail	Pawn shops	CBD-2	RS	W	CM/E
4461 2002	Retail	Perfume and cosmetics retailer	CBD-2	RS	W	CM/E
4539 1000	Retail	Pet shop and supplies	CBD-2	RS	W	CM/E
4461 1001	Retail	Pharmacy	CBD-2	RS	W	CM/E
4431 3000	Retail	Photo supplies and cameras	CBD-2	RS	W	CM/E

4512 2000	Retail	Records and cd's and tapes	CBD-2	RS	W	CM/E
7221 1005	Retail	Restaurant - cafes and diners	CBD-2	RS	W	CM/E
7222 1200	Retail	Restaurant, cafeteria	CBD-2	RS	W	CM/E
7221 1001	Retail	Restaurant, with bar	CBD-2	RS	W	CM/E
7221 1002	Retail	Restaurant, without bar	CBD-2	RS	W	CM/E
7221 1003	Retail	Restaurant with bar, multi-location	CBD-2	RS	W	CM/E
7221 1004	Retail	Restaurant w/o bar, multi-location	CBD-2	RS	W	CM/E
4539 9800	Retail	Retail stores, NEC	CBD-2	RS	W	CM/E
4511 1008	Retail	Saddle shops	CBD-2	RS	W	CM/E
4511 3000	Retail	Sewing and needlework supplies	CBD-2	RS	W	CM/E
4431 1101	Retail	Sewing machine sales and service	CBD-2	RS	W	CM/E
4482 1004	Retail	Shoe store, athletic	CBD-2	RS	W	CM/E
4482 1002	Retail	Shoe store, ladies	CBD-2	RS	W	CM/E
4482 1003	Retail	Shoe store, men's	CBD-2	RS	W	CM/E
4482 1001	Retail	Shoe store, mixed	CBD-2	RS	W	CM/E
4482 1005	Retail	Shoe store, western boots	CBD-2	RS	W	CM/E
4511 1000	Retail	Sporting goods stores	CBD-2	RS	W	CM/E

4431 1200	Retail	Stereo and electronics and TV	CBD-2	RS	W	CM/E
4431 1203	Retail	Stereo and hi-fi equipment sales	CBD-2	RS	W	CM/E
4431 1201	Retail	Telephone, business systems sales	CBD-2	RS	W	CM/E
4431 1202	Retail	Telephone, retail sales (noncommercial)	CBD-2	RS	W	CM/E
4431 1200	Retail	Television and stereo and electronics	CBD-2	RS	W	CM/E
4431 1200	Retail	Television, stereo and electronics	CBD-2	RS	W	CM/E
4539 9100	Retail	Tobacco stores retail	CBD-2	RS	W	CM/E
4539 9807	Retail	Tombstones and monuments	CBD-2	RS	W	CM/E
4211 2001	Retail	Tool distributor, mobile	CBD-2	RS	W	CM/E
4441 3001	Retail	Tool store, hand and electric	CBD-2	RS	W	CM/E
4511 2000	Retail	Toy stores	CBD-2	RS	W	CM/E
4431 1200	Retail	TV and stereo and electronics	CBD-2	RS	W	CM/E
4431 1102	Retail	Vacuum cleaner sales and service	CBD-2	RS	W	CM/E
4529 9000	Retail	Variety stores	CBD-2	RS	W	CM/E
5322 3000	Retail	Video tape rental and sales	CBD-2	RS	W	CM/E

4461 9100	Retail	Vitamin and health food store	CBD-2	RS	W	CM/E
4441 2000	Retail	Wallpaper and paint stores	CBD-2	RS	W	CM/E
4543 9001	Retail	Water filters and softeners sales	CBD-2	RS	W	CM/E
4543 9001	Retail	Water softeners and filters sales	CBD-2	RS	W	CM/E
6219 1000	Services	Ambulance service	CBD-2	RS	W	CM/E
5221 1001	Services	Automatic teller machine location	CBD-2	RS	W	CM/E
8129 3000	Services	Automobile parking lot	CBD-2	RS	W	CM/E
8129 9000	Services	Bail bonds	CBD-2	RS	W	CM/E
5221 1000	Services	Banks	CBD-2	RS	W	CM/E
7139 9003	Services	Billiards, pool hall	CBD-2	RS	W	CM/E
7132 9000	Services	Bingo halls	CBD-2	RS	W	CM/E
8139 1000	Services	Business associations	CBD-2	RS	W	CM/E
8112 1101	Services	Camera and VCR repair	CBD-2	RS	W	CM/E
8111 9201	Services	Carwash, self service	CBD-2	RS	W	CM/E
5223 9000	Services	Check cashing service	CBD-2	RS	W	CM/E
8134 1000	Services	Civic, social and fraternal associations	CBD-2	RS	W	CM/E

5133 9000	Services	Communication services, NEC	CBD-2	RS	W	CM/E
8112 1200	Services	Computer maintenance and repair	CBD-2	RS	W	CM/E
5324 2000	Services	Computer rental and leasing	CBD-2	RS	W	CM/E
5614 5000	Services	Credit reporting service	CBD-2	RS	W	CM/E
5221 3000	Services	Credit unions	CBD-2	RS	W	CM/E
7139 9006	Services	Dance and yoga studio	CBD-2	RS	W	CM/E
5616 1200	Services	Detective and security guard service	CBD-2	RS	W	CM/E
8123 3101	Services	Diaper service	CBD-2	RS	W	CM/E
6211 1100	Services	Doctors and clinics	CBD-2	RS	W	CM/E
8112 1900	Services	Electronic repair	CBD-2	RS	W	CM/E
5613 1000	Services	Employment agencies	CBD-2	RS	W	CM/E
5121 1000	Services	Film and/or video production	CBD-2	RS	W	CM/E
8114 2000	Services	Furniture refinishing and repair	CBD-2	RS	W	CM/E
5241 2800	Services	Insurance carriers and service, NEC	CBD-2	RS	W	CM/E

5141 9200	Services	Internet - host/collocation facility	CBD-2	RS	W	CM/E
5141 9100	Services	Internet, I.S.P. (internet service provider)	CBD-2	RS	W	CM/E
5617 2000	Services	Janitorial services	CBD-2	RS	W	CM/E
8114 9001	Services	Jewelry and clock and watch repair	CBD-2	RS	W	CM/E
8123 1000	Services	Laundry, coin operated	CBD-2	RS	W	CM/E
8123 2001	Services	Laundry, pickup station	CBD-2	RS	W	CM/E
8139 4000	Services	Lobbyist and political organizations	CBD-2	RS	W	CM/E
5616 2200	Services	Locks and locksmiths	CBD-2	RS	W	CM/E
5614 9900	Services	Mailbox rental services	CBD-2	RS	W	CM/E
5614 3100	Services	Mailing printing services	CBD-2	RS	W	CM/E
5611 1003	Services	Manufacturers rep office	CBD-2	RS	W	CM/E
6116 2000	Services	Martial arts schools	CBD-2	RS	W	CM/E
6211 1100	Services	Medical, doctors and clinics	CBD-2	RS	W	CM/E
6211 1100	Services	Medical clinics	CBD-2	RS	W	CM/E
8139 9000	Services	Membership organization, NEC	CBD-2	RS	W	CM/E



5611 1003	Services	Mfg. Rep./sales office	CBD-2	RS	W	CM/E
5223 1000	Services	Mortgage bankers and brokers	CBD-2	RS	W	CM/E
5121 3100	Services	Movie theatre	CBD-2	RS	W	CM/E
7111 3000	Services	Musical groups and artists	CBD-2	RS	W	CM/E
5141 1000	Services	News services (no printing)	CBD-2	RS	W	CM/E
8129 3000	Services	Parking lot	CBD-2	RS	W	CM/E
3231 1400	Services	Photocopy and duplicating service	CBD-2	RS	W	CM/E
8129 2200	Services	Photofinishing lab, 1-hour	CBD-2	RS	W	CM/E
8129 2201	Services	Photofinishing lab - pickup only	CBD-2	RS	W	CM/E
8139 4000	Services	Political organizations and lobbyist	CBD-2	RS	W	CM/E
7139 9003	Services	Pool hall, billiards	CBD-2	RS	W	CM/E
3231 1400	Services	Print, photocopy and duplicating service	CBD-2	RS	W	CM/E
3231 1300	Services	Print, silk screen	CBD-2	RS	W	CM/E
8139 2000	Services	Professional membership associations	CBD-2	RS	W	CM/E
5131 1200	Services	Radio station	CBD-2	RS	W	CM/E
8112 1100	Services	Radio and television repair shop	CBD-2	RS	W	CM/E

5122 4000	Services	Recording studios	CBD-2	RS	W	CM/E
5611 1003	Services	Sales office/manufacturers rep.	CBD-2	RS	W	CM/E
6116 2000	Services	Schools, martial arts	CBD-2	RS	W	CM/E
6114 1000	Services	Schools, business and secretary	CBD-2	RS	W	CM/E
6114 2000	Services	Schools, computer	CBD-2	RS	W	CM/E
6116 9200	Services	Schools, driving schools	CBD-2	RS	W	CM/E
6117 1000	Services	Schools, educational	CBD-2	RS	W	CM/E
6115 1200	Services	Schools, flying	CBD-2	RS	W	CM/E
6114 1000	Services	Schools, secretary and business	CBD-2	RS	W	CM/E
6115 1900	Services	Schools, vocational	CBD-2	RS	W	CM/E
5616 1200	Services	Security guard and detective service	CBD-2	RS	W	CM/E
8114 3000	Services	Shoe repair	CBD-2	RS	W	CM/E
3231 1300	Services	Silk screen printing	CBD-2	RS	W	CM/E
5413 7000	Services	Surveying services	CBD-2	RS	W	CM/E
8121 9901	Services	Tanning salons	CBD-2	RS	W	CM/E
5614 4200	Services	Telemarketing service	CBD-2	RS	W	CM/E
8112 1100	Services	Television and radio repair shop	CBD-2	RS	W	CM/E

5613 2000	Services	Temporary help services	CBD-2	RS	W	CM/E
5121 3100	Services	Theater, indoor movie	CBD-2	RS	W	CM/E
7111 1000	Services	Theater, live	CBD-2	RS	W	CM/E
7113 2000	Services	Theatrical productions and services	CBD-2	RS	W	CM/E
5615 2000	Services	Tour operators	CBD-2	RS	W	CM/E
8112 1100	Services	TV and radio repair shop	CBD-2	RS	W	CM/E
8139 3000	Services	Unions and other labor groups	CBD-2	RS	W	CM/E
8114 2001	Services	Upholstery repair shop	CBD-2	RS	W	CM/E
8112 1101	Services	VCR and camera repair	CBD-2	RS	W	CM/E
5419 4000	Services	Veterinary clinic and services	CBD-2	RS	W	CM/E
7131 2000	Services	Video arcade	CBD-2	RS	W	CM/E
8114 9001	Services	Watch and clock and jewelry repair	CBD-2	RS	W	CM/E
7139 9006	Services	Yoga and dance studio	CBD-2	RS	W	CM/E
<i>RS, retail and service</i>						
3121 3000	Mfg	Food, winery (wine)	RS	W	CM	
4529 9002	Retail	Auto and home supply stores	RS	W	CM	

4411 2001	Retail	Auto dealer, consignment	RS	W	CM
4411 1000	Retail	Auto dealer, new	RS	W	CM
4411 1001	Retail	Auto dealer, truck (new)	RS	W	CM
4411 2000	Retail	Auto dealer, used	RS	W	CM
4413 1000	Retail	Auto parts, new	RS	W	CM
7224 1001	Retail	Bar	RS	W	CM
4412 2200	Retail	Boat dealers	RS	W	CM
4543 9000	Retail	Bottled water	RS	W	CM
7224 1004	Retail	Brew pub	RS	W	CM
4441 1000	Retail	Building materials	RS	W	CM
4532 1001	Retail	Business machines, sales and service	RS	W	CM
4452 9201	Retail	Candy and nuts kiosk	RS	W	CM
4441 9001	Retail	Ceiling fans	RS	W	CM
5532 2000	Retail	Costume sales and rental	RS	W	CM
7224 1001	Retail	Drinking place, bar	RS	W	CM
7224 1004	Retail	Drinking place, brew pub	RS	W	CM
4441 9001	Retail	Fans (ceiling)	RS	W	CM
4218 2000	Retail	Farm equipment sales	RS	W	CM

7223 3001	Retail	Fast food, mobile food vendor, auto	RS	W	CM	
7223 3002	Retail	Fast food, mobile food vendor, cart	RS	W	CM	
5616 2100	Retail	Fire and security systems	RS	W	CM	
4442 2000	Retail	Garden and lawn supplies	RS	W	CM	
4471 1003	Retail	Gas (self-serv), gas, no grocery	RS	W	CM	
4471 1002	Retail	Gas (self-serv), gas and grocery and carwash	RS	W	CM	
4471 1001	Retail	Gas (self-serv), gas and grocery	RS	W	CM	
4471 9000	Retail	Gas service station	RS	W	CM	
4529 9001	Retail	General merchandise nec	RS	W	CM	
4441 9002	Retail	Glass and mirror, home and commercial	RS	W	CM	
4511 1001	Retail	Golf and tennis, club pro shops	RS	W	CM	
4412 2900	Retail	Golf cart sales	RS	W	CM	
4511 1004	Retail	Golf equipment	RS	W	CM	
4511 1006	Retail	Gun shop	RS	W	CM	CBD-2
4539 9802	Retail	Hot tub and spas sales	RS	W	CM	

5322 9200	Retail	Jet ski and boat rental	RS	W	CM
4452 9201	Retail	Kiosk, candy and units	RS	W	CM
4442 2000	Retail	Lawn and garden supplies	RS	W	CM
4442 1000	Retail	Lawn mower sales and service	RS	W	CM
4453 1000	Retail	Liquor stores	RS	W	CM
4441 9000	Retail	Lumber yard	RS	W	CM
4441 9002	Retail	Mirror and glass, home and commercial	RS	W	CM
7223 3001	Retail	Mobile food vendor, auto and trailer	RS	W	CM
7223 3002	Retail	Mobile food vendor, cart	RS	W	CM
4412 2100	Retail	Motorcycle dealers	RS	W	CM
4412 2101	Retail	Motorcycle parts, used only	RS	W	CM
4442 2000	Retail	Nursery (lawn and garden)	RS	W	CM
4452 9201	Retail	Nuts and candy kiosk	RS	W	CM
4511 1001	Retail	Pro shops, golf or tennis	RS	W	CM
5322 9900	Retail	Rental center, furniture and appliances	RS	W	CM

5323 1000	Retail	Rental center, tools and equipment	RS	W	CM
4511 1005	Retail	Scuba dive gear shop	RS	W	CM
5616 2100	Retail	Security and fire systems	RS	W	CM
4539 9802	Retail	Spas and hot tub sales	RS	W	CM
4539 9803	Retail	Swimming pool supplies	RS	W	CM
4511 1001	Retail	Tennis and golf, club pro shops	RS	W	CM
4413 2000	Retail	Tire store	RS	W	CM
4413 2001	Retail	Tire store, used	RS	W	CM
2351 1005	Services	Air conditioning and heating services	RS	W	CM
6233 1101	Services	Alternative living center	RS	W	CM
8114 9004	Services	Appliance repair, household	RS	W	CM
8111 1806	Services	Auto detailing	RS	W	CM
8111 1807	Services	Auto inspection station	RS	W	CM
8111 1802	Services	Auto repair, air conditioning	RS	W	CM
8111 2100	Services	Auto repair, body and paint	RS	W	CM
8111 1200	Services	Auto repair, brakes and muffler	RS	W	CM

8111 1804	Services	Auto repair, electrical	RS	W	CM
8111 1100	Services	Auto repair, general repair	RS	W	CM
8111 9100	Services	Auto repair, lube and oil	RS	W	CM
3227 1001	Services	Auto repair, machine shop	RS	W	CM
8111 1200	Services	Auto repair, muffler and brakes	RS	W	CM
8111 1801	Services	Auto repair, NEC	RS	W	CM
8111 1805	Services	Auto repair, radiator	RS	W	CM
8111 1300	Services	Auto repair, transmission	RS	W	CM
8111 1803	Services	Auto repair, tune-up shop	RS	W	CM
8111 2200	Services	Auto repair, windshield	RS	W	CM
7211 9100	Services	Bed and breakfast	RS	W	CM
3399 5000	Services	Billboard business office	RS	W	CM
8114 9002	Services	Boat and boat motor repair	RS	W	CM
3231 2100	Services	Bookbinding service	RS	W	CM
5619 9000	Services	Business services, NEC	RS	W	CM
5132 1000	Services	Cable television	RS	W	CM
8111 9200	Services	Carwash, automatic	RS	W	CM



8111 9202	Services	Carwash, drive-thru	RS	W	CM
7111 9000	Services	Carnival	RS	W	CM
5617 4000	Services	Carpet and upholstery cleaning	RS	W	CM
3231 1000	Services	Commercial printing, lithography	RS	W	CM
3231 1900	Services	Commercial printing, NEC	RS	W	CM
3344 1303	Services	Computers and electronics, research development	RS	W	CM
6231 1000	Services	Convalescent and nursing homes	RS	W	CM
4922 1000	Services	Courier services	RS	W	CM
3391 1600	Services	Dental laboratories	RS	W	CM
8129 9004	Services	Disc jockey and party service	RS	W	CM
8129 1000	Services	Dog and cat kennel	RS	W	CM
7213 1001	Services	Dormitory (student)	RS	W	CM
3344 1303	Services	Electronics and computers, research development	RS	W	CM
4218 3000	Services	Elevator sales and service	RS	W	CM
6214 9300	Services	Emergency clinic	RS	W	CM
7213 1000	Services	Fraternity and sorority houses	RS	W	CM

8122 1000	Services	Funeral home	RS	W	CM
8111 2201	Services	Glass tinting, auto and home	RS	W	CM
7139 4004	Services	Gyms	RS	W	CM
6213 9902	Services	Health service, NEC	RS	W	CM
2351 1005	Services	Heating and air conditioning services	RS	W	CM
4871 1000	Services	Horse-drawn carriage service	RS	W	CM
6221 1000	Services	Hospital	RS	W	CM
7211 1000	Services	Hotel	RS	W	CM
8129 1000	Services	Kennels, dogs and cats	RS	W	CM
6214 9200	Services	Kidney dialysis clinics	RS	W	CM
6215 1104	Services	Laboratories, analytical	RS	W	CM
6215 1101	Services	Laboratories, analytical	RS	W	CM
3391 1600	Services	Laboratories, dental	RS	W	CM
6215 1100	Services	Laboratories, medical	RS	W	CM
6215 1102	Services	Laboratories, pathological	RS	W	CM
6215 1105	Services	Laboratories, research and development	RS	W	CM
6215 1106	Services	Laboratories, testing	RS	W	CM

6215 1103	Services	Laboratories, X-ray	RS	W	CM
5416 9000	Services	Landscape planning and service	RS	W	CM
8123 3100	Services	Laundry, linen service	RS	W	CM
8123 3102	Services	Laundry, uniform service	RS	W	CM
3231 2202	Services	Litho platemaking printing	RS	W	CM
6219 1000	Services	Medical, ambulance service	RS	W	CM
6214 9300	Services	Medical, emergency clinic	RS	W	CM
6213 9902	Services	Medical, health service, NEC	RS	W	CM
6221 1000	Services	Medical, hospital	RS	W	CM
6214 9200	Services	Medical, kidney dialysis clinic	RS	W	CM
6215 1200	Services	Medical, magnetic imaging center	RS	W	CM
6222 1000	Services	Medical, rehabilitation clinics	RS	W	CM
6222 1001	Services	Medical rehabilitation services	RS	W	CM
7211 1001	Services	Motel	RS	W	CM
5121 2000	Services	Motion picture, distribution	RS	W	CM

8114 9003	Services	Motorcycle repair	RS	W	CM
6231 1000	Services	Nursing and convalescent homes	RS	W	CM
8129 1001	Services	Pet grooming	RS	W	CM
8129 2100	Services	Photofinishing labs	RS	W	CM
7139 4004	Services	Physical fitness facilities	RS	W	CM
3231 2100	Services	Print, bookbinding	RS	W	CM
3231 1000	Services	Print, commercial lithography	RS	W	CM
3231 1900	Services	Print, commercial, NEC	RS	W	CM
3231 2202	Services	Print, litho platemaking	RS	W	CM
3231 2201	Services	Print, typesetting	RS	W	CM
3344 1303	Services	Research and development, electronics and computers	RS	W	CM
6222 1000	Services	Rehabilitation clinics	RS	W	CM
6233 1100	Services	Retirement homes, full service	RS	W	CM
5616 2101	Services	Security systems service	RS	W	CM
5415 1901	Services	Semiconductor industry services	RS	W	CM
3399 5000	Services	Sign and billboard business office	RS	W	CM

8114 1100	Services	Small engine repair	RS	W	CM
7213 1000	Services	Sorority and fraternity houses	RS	W	CM
5131 2000	Services	TV station	RS	W	CM
8121 9903	Services	Tattoo parlor	RS	W	CM
7115 1001	Services	Taxidermists	RS	W	CM
5132 1000	Services	Television, cable	RS	W	CM
5131 2000	Services	Television station	RS	W	CM
3262 1200	Services	Tire repair and retreading	RS	W	CM
3231 2201	Services	Typesetting	RS	W	CM
8123 3102	Services	Uniform service, laundry	RS	W	CM
5321 1200	Transp.	Auto lease agency office	RS	W	CM
5321 1100	Transp.	Auto rental agency office	RS	W	CM
4884 9000	Transp.	Bus terminal facility	RS	W	CM
4853 2000	Transp.	Limousine rental	RS	W	CM
4853 1001	Transp.	Taxicabs (driver owned)	RS	W	CM
5321 2002	Transp.	Trailer rental	RS	W	CM
5321 2001	Transp.	Truck, rental and lease, vehicle only	RS	W	CM
5321 2000	Transp.	Truck rental and leasing office	RS	W	CM

*W, Warehouse district*

2351 1002	Constr.	Air conditioning and heating contractor	W	CM		
2354 1000	Constr.	Brick and stone mason contractor	W	CM		
2349 2000	Constr.	Cable installation contractor	W	CM		
2355 1000	Constr.	Carpentry work contractor	W	CM		
2355 2000	Constr.	Carpet and floor laying contractor	W	CM		
2333 2000	Constr.	Commercial buildings contractor	W	CM		
2357 1001	Constr.	Concrete contractor	W	CM		
2359 9000	Constr.	Construction contractors, NEC	W	CM		
2351 1002	Constr.	Contractor, air conditioning and heating	W	CM		
2354 1000	Constr.	Contractor, brick and stone mason	W	CM		
2349 2000	Constr.	Contractor, cable installation	W	CM		
2355 1000	Constr.	Contractor, carpentry work	W	CM		
2355 2000	Constr.	Contractor, carpet and floor laying	W	CM		

2333 2000	Constr.	Contractor, commercial bldg.	W	CM		
2357 1001	Constr.	Contractor, concrete	W	CM		
2359 9000	Constr.	Contractor, construction NEC	W	CM		
2359 4000	Constr.	Contractor, demolition and wrecking	W	CM		
2354 2000	Constr.	Contractor, drywall and insulation	W	CM		
2353 1000	Constr.	Contractor, electrical	W	CM		
2359 3000	Constr.	Contractor, excavating and foundation	W	CM		
2359 9001	Constr.	Contractor, fencing	W	CM		
2357 1002	Constr.	Contractor, foundation repair	W	CM		
2359 9003	Constr.	Contractor, general	W	CM		
2359 2000	Constr.	Contractor, glass and glazing	W	CM		
2341 1000	Constr.	Contractor, highway and road construction	W	CM		
2351 1004	Constr.	Contractor, lawn sprinkler systems	W	CM		
2351 1003	Constr.	Contractor, mechanical	W	CM		

2352 1000	Constr.	Contractor, paint and wallpaper hanger	W	CM		
2341 1001	Constr.	Contractor, paving (not road)	W	CM		
2351 1001	Constr.	Contractor, plumbing	W	CM		
2356 1000	Constr.	Contractor, roofing and siding	W	CM		
2332 1000	Constr.	Contractor, single-family residence	W	CM		
2359 1000	Constr.	Contractor, steel erectors	W	CM		
2359 9002	Constr.	Contractor, swimming pool	W	CM		
2354 3000	Constr.	Contractor, tile and marble	W	CM		
2349 1000	Constr.	Contractor, utility	W	CM		
2359 4000	Constr.	Demolition and wrecking work	W	CM		
2358 1000	Constr.	Drilling contractor, water well	W	CM		
2354 2000	Constr.	Drywall and insulation contractor	W	CM		
2353 1000	Constr.	Electrical contractor	W	CM		
2359 3000	Constr.	Excavating and foundation contractor	W	CM		



2359 9001	Constr.	Fencing contractor	W	CM		
2355 2000	Constr.	Floor and carpet laying contractor	W	CM		
2357 1002	Constr.	Foundation repair contractor	W	CM		
2359 9003	Constr.	General contractor office	W	CM		
2359 2000	Constr.	Glass and glazing contractor	W	CM		
2351 1002	Constr.	Heating and air conditioning contractor	W	CM		
2341 1000	Constr.	Highway and road construction contractor	W	CM		
2332 1000	Constr.	Home construction contractor	W	CM		
2354 2000	Constr.	Insulation and drywall contractor	W	CM		
2354 1000	Constr.	Mason, brick and stone contractor	W	CM		
2351 1003	Constr.	Mechanical contractors	W	CM		
2352 1000	Constr.	Paint and wallpaper hanging contractor	W	CM		
2341 1001	Constr.	Paving contractors (not road)	W	CM		
2351 1001	Constr.	Plumbing contractor	W	CM		

2332 1000	Constr.	Residential home construction	W	CM		
2341 1000	Constr.	Road and highway construction contractor	W	CM		
2356 1000	Constr.	Roofing and siding contractor	W	CM		
2356 1000	Constr.	Siding and roofing contractor	W	CM		
2332 1000	Constr.	Single-family residence home contractor	W	CM		
2351 1004	Constr.	Sprinkler systems contractor, lawn	W	CM		
2359 1000	Constr.	Steel erectors	W	CM		
2359 9002	Constr.	Swimming pool contractor	W	CM		
2354 3000	Constr.	Tile and marble contractor	W	CM		
2349 1000	Constr.	Utility contractor	W	CM		
2352 1000	Constr.	Wallpaper hanging and paint contractor	W	CM		
2351 1004	Constr.	Water sprinkler systems contractor	W	CM		
2358 1000	Constr.	Water well drilling contractor	W	CM		
2359 4000	Constr.	Wrecking and demolition work	W	CM		

3399 2000	Mfg.	Athletic and sporting goods manufacturing	W	CM		
3371 1000	Mfg.	Cabinet shop	W	CM		
3152 9000	Mfg.	Clothing mfg., NEC	W	CM		
3342 9000	Mfg.	Communication devices manufacturing (not telephone)	W	CM		
3344 1200	Mfg.	Computer, circuit board manufacturing	W	CM		
3341 1300	Mfg.	Computer, computer manufacturing	W	CM		
3344 1301	Mfg.	Computer, cabless semiconductor	W	CM		
3341 1900	Mfg.	Computer, peripheral equip	W	CM		
3344 1300	Mfg.	Computer, semiconductor manufacturing (not 3332 9500)	W	CM		
3332 9500	Mfg.	Computer, semiconductor manufacturing equip	W	CM		
3344 1302	Mfg.	Computer, semiconductor testing	W	CM		
3341 1301	Mfg.	Computer, terminal manufacturing	W	CM		

3399 1400	Mfg.	Costume jewelry manufacturing	W	CM		
3345 1100	Mfg.	Detection and search and navigation equip	W	CM		
3399 3100	Mfg.	Doll manufacturer	W	CM		
3363 2200	Mfg.	Electrical equip manufacturing, vehicle	W	CM		
3344 1900	Mfg.	Electronic components manufacturing	W	CM		
3344 1700	Mfg.	Electronic connectors manufacturing	W	CM		
3118 1200	Mfg.	Food, bread products	W	CM		
3113 2000	Mfg.	Food, candy products	W	CM		
3118 2100	Mfg.	Food, cookies and chips and snacks	W	CM		
3119 9100	Mfg.	Food, prepared (nonfrozen)	W	CM		
3119 4100	Mfg.	Food, sauces and condiments	W	CM		
3371 2500	Mfg.	Furniture mfg., household	W	CM		
3334 1400	Mfg.	Heating and fireplace equipment mfg.	W	CM		

3371 2501	Mfg.	Household fixtures, NEC	W	CM		
3371 2500	Mfg.	Household furniture mfg.	W	CM		
3345 1300	Mfg.	Industrial measurement products	W	CM		
3399 1300	Mfg.	Jeweler findings manufacturing	W	CM		
3399 1400	Mfg.	Jewelry mfg., costume jewelry	W	CM		
3399 1100	Mfg.	Jewelry mfg., precious metal	W	CM		
3351 2900	Mfg.	Lighting equip, NEC	W	CM		
3327 1000	Mfg.	Machine shop (not auto)	W	CM		
3335 1500	Mfg.	Machine tool and accessories manufacturing	W	CM		
3233 2300	Mfg.	Metal work, ornamental	W	CM		
3149 9900	Mfg.	Sewing gift products	W	CM		
4539 9810	Retail	Chemical retailer, NEC	W	CM		
4442 2001	Retail	Dirt and loam product sales	W	CM		
7224 1003	Retail	Drinking place, nightclub	W	CM		

4533 1004	Retail	Flea market booth	W	CM		
5311 2000	Retail	Flea market operator	W	CM		
4412 2901	Retail	Heavy equipment sales	W	CM		
4543 1200	Retail	Liquefied petro/bottled gas	W	CM		
7224 1005	Retail	Men's club	W	CM		
4539 3000	Retail	Mobile home dealers	W	CM		
5614 9101	Retail	Mobile home repossession service	W	CM		
7224 1003	Retail	Nightclub	W	CM		
4539 3001	Retail	Portable buildings and mobile office sales	W	CM		
4412 1000	Retail	RV and utility trailer dealers	W	CM		
4412 1000	Retail	Trailer and RV dealers	W	CM		
4412 1000	Retail	Utility trailer and RV dealers	W	CM		
4931 1001	Retail	Warehouse off-site storage (retail and wholesale)	W	CM		
4881 9000	Services	Aircraft service and repair	W	CM		
8113 1001	Services	Armature rewinding shop	W	CM		
5616 1300	Services	Armored car service	W	CM		

4543 9002	Services	Coffee service, office	W	CM		
4922 1000	Services	Delivery services	W	CM		
8123 2000	Services	Laundry, cleaning plant	W	CM		
5617 3001	Services	Lawn and garden services	W	CM		
5311 3000	Services	Miniwarehouse office	W	CM		
4842 2000	Services	Mobile home, transport service	W	CM		
4841 1002	Services	Movers, home and office	W	CM		
5111 1000	Services	Newspaper (publish and print)	W	CM		
4889 9100	Services	Packing and carting service	W	CM		
5617 1000	Services	Pest control	W	CM		
5111 1000	Services	Print, newspaper (publish and print)	W	CM		
5111 9900	Services	Print, publishing and printing	W	CM		
5111 9900	Services	Publishing and printing	W	CM		
8114 9000	Services	Repair services, NEC	W	CM		
7139 9004	Services	Rifle and pistol range	W	CM		
5617 3002	Services	Tree surgeon and services	W	CM		

5617 4000	Services	Upholstery and carpet cleaning	W	CM		
4542 1000	Services	Vending machine, office	W	CM		
4542 1001	Services	Vending machine equip, various loc.	W	CM		
4931 2000	Services	Warehousing, refrigerated	W	CM		
4931 1000	Services	Warehousing and storage, general	W	CM		
8113 1000	Services	Welding shop	W	CM		
4884 1000	Services	Wrecker service	W	CM		
4855 1000	Transp.	Bus charter service	W	CM		
4852 1000	Transp.	Bus lines	W	CM		
4851 1300	Transp.	Local and suburban transit	W	CM		
4841 1000	Transp.	Local trucking w/o storage	W	CM		
4841 1001	Transp.	Local trucking with storage	W	CM		
0000 4010	Transp.	Railroad side track	W	CM		
4854 1000	Transp.	School buses	W	CM		
4853 1000	Transp.	Taxicab company	W	CM		
4889 9900	Transp.	Transportation services, NEC	W	CM		
4841 2100	Transp.	Trucking, except local	W	CM		



4884 9001	Transp.	Trucking terminal facility	W	CM		
2211 2200	Utilities	Electric companies	W	CM		
4217 3000	Whsale	Air conditioning and heating equipment	W	CM		
4216 2000	Whsale	Appliance wholesaler - electrical	W	CM		
4219 2000	Whsale	Arts and crafts wholesaler	W	CM		
4211 1000	Whsale	Auto wholesaler	W	CM		
4211 2000	Whsale	Automotive parts wholesaler	W	CM		
4228 1000	Whsale	Beer distributor	W	CM		
4224 9001	Whsale	Bottled water distributor	W	CM		
4213 2000	Whsale	Brick and stone wholesaler	W	CM		
4213 9000	Whsale	Building materials, NEC	W	CM		
4224 3000	Whsale	Dairy products wholesaler	W	CM		
4222 1000	Whsale	Drugs and toiletries wholesaler	W	CM		
4216 1000	Whsale	Electrical equipment and supplies	W	CM		
4216 2000	Whsale	Electrical appliances	W	CM		
4216 9000	Whsale	Electronic parts and equipment	W	CM		

4229 3000	Whsale	Florists and flowers supply, wholesaler	W	CM		
4226 9000	Whsale	Gas, industrial and medical	W	CM		
4224 1000	Whsale	Grocery distributor, wholesaler	W	CM		
4217 1000	Whsale	Hardware wholesaler	W	CM		
4217 3000	Whsale	Heating and ac equipment	W	CM		
4218 4000	Whsale	Industrial supplies	W	CM		
4213 3000	Whsale	Insulation and siding and roofing	W	CM		
4218 5000	Whsale	Janitorial supplies	W	CM		
4219 4000	Whsale	Jewelry wholesaler	W	CM		
4228 2000	Whsale	Liquor and wine wholesaler	W	CM		
4229 2000	Whsale	Magazine and newspaper wholesaler	W	CM		
4213 2000	Whsale	Masonry products wholesaler	W	CM		
4214 5000	Whsale	Medical goods and equipment	W	CM		
4229 2000	Whsale	Newspaper and magazine wholesaler	W	CM		
4221 2000	Whsale	Office supplies wholesaler	W	CM		

4229 5000	Whsale	Paint wholesaler	W	CM		
4221 3000	Whsale	Paper wholesaler	W	CM		
4217 2000	Whsale	Plumbing fixtures and supplies	W	CM		
4224 4000	Whsale	Poultry products wholesaler	W	CM		
4224 8000	Whsale	Produce wholesaler	W	CM		
4214 9000	Whsale	Professional equipment and supplies, NEC	W	CM		
4217 4000	Whsale	Refrigeration equipment	W	CM		
4214 4000	Whsale	Restaurant equipment and supplies	W	CM		
4213 3000	Whsale	Roofing and siding and insulation	W	CM		
4213 3000	Whsale	Siding and roofing and insulation	W	CM		
4224 9000	Whsale	Soft drinks distributor	W	CM		
4213 2000	Whsale	Stone and brick wholesaler	W	CM		
4211 3000	Whsale	Tire wholesaler	W	CM		
4229 4000	Whsale	Tobacco products wholesaler	W	CM		
4222 1000	Whsale	Toiletries and drugs wholesaler	W	CM		

4229 9000	Whsale	Wholesale trade, NEC	W	CM		
<i>CM, Construction and manufacturing</i>						
3379 1000	Mfg.	Bed and mattress manufacturing	CM			
3121 2000	Mfg.	Beer brewery	CM			
3251 9000	Mfg.	Biological products manufacturing	CM			
3121 2000	Mfg.	Brewery (beer)	CM			
3252 2100	Mfg.	Cellulose manmade fibers manufacturing	CM			
3259 9800	Mfg.	Chemical products, NEC	CM			
3273 2000	Mfg.	Concrete (ready mix plant)	CM			
3254 1200	Mfg.	Drug and pharmaceuticals manufacturing	CM			
3259 2000	Mfg.	Explosives manufacturing	CM			
3371 2501	Mfg.	Fixture manufacturing, NEC	CM			
3121 2000	Mfg.	Food, brewery (beer)	CM			
3114 2200	Mfg.	Food, canned goods	CM			
3115 1100	Mfg.	Food, dairy products	CM			
3119 4200	Mfg.	Food, flavor extracts and syrups	CM			

3112 1100	Mfg.	Food, flour and grain products	CM			
3119 9900	Mfg.	Food, food manufacturer, NEC	CM			
3114 1200	Mfg.	Food, frozen goods	CM			
3121 1300	Mfg.	Food, ice manufacturer	CM			
3116 1200	Mfg.	Food, sausage and prepared meats	CM			
3121 1100	Mfg.	Food, soft drink and carbonated water	CM			
3332 9400	Mfg.	Food products machinery manufacturing	CM			
3353 1200	Mfg.	Generator and motor manufacturing	CM			
3121 1300	Mfg.	Ice manufacturer	CM			
3251 2000	Mfg.	Industrial gases manufacturing	CM			
3274 1000	Mfg.	Lime manufacturing	CM			
2123 1100	Mfg.	Limestone mining	CM			
3372 1200	Mfg.	Lumber mill	CM			
3219 9100	Mfg.	Manufactured homes manufacturing	CM			
3121 1300	Mfg.	Manufactured ice	CM			

3399 9900	Mfg.	Manufacturing industry, NEC	CM		
3379 1000	Mfg.	Mattress and bed manufacturing	CM		
3345 1900	Mfg.	Measuring devices manufacturing, NEC	CM		
3345 1300	Mfg.	Measurement products, industrial	CM		
3328 1200	Mfg.	Metal coating, plastics and resin	CM		
3328 1300	Mfg.	Metal plating and polishing	CM		
3329 9000	Mfg.	Metalwork, NEC	CM		
3372 1201	Mfg.	Millwork	CM		
3219 9100	Mfg.	Mobile homes manufacturing	CM		
3353 1200	Mfg.	Motor and generator manufacturing	CM		
3212 1900	Mfg.	Mulch and reconstituted wood	CM		
3345 1100	Mfg.	Navigation and detection and search equip. I	CM		
3279 9900	Mfg.	Nonmetallic mineral product manufacturing	CM		
3333 1300	Mfg.	Office machines manufacturing	CM		

3331 3200	Mfg.	Oil field machinery manufacturing	CM			
3391 1500	Mfg.	Ophthalmic goods	CM			
3251 9900	Mfg.	Organic chemicals, NEC	CM			
3222 2100	Mfg.	Paper and plastic film manufacturing	CM			
3256 2000	Mfg.	Perfumes and cosmetics manufacturing	CM			
3254 1200	Mfg.	Pharmaceuticals manufacturing	CM			
3333 1500	Mfg.	Photo equip and access, manufacturing	CM			
3261 5000	Mfg.	Plastic foam products manufacturing	CM			
3261 9900	Mfg.	Plastics mfg., NEC	CM			
3273 9000	Mfg.	Precast concrete product manufacturing	CM			
3391 1300	Mfg.	Prosthetic and surgical products manufacturing	CM			
3211 1300	Mfg.	Sawmills	CM			
3345 1100	Mfg.	Search and detection and navigation equip. I	CM			

2356 1001	Mfg.	Sheet metal work	CM			
3399 9901	Mfg.	Soundproof room manufacturing	CM			
3399 2000	Mfg.	Sporting and athletic goods manufacturing	CM			
3312 1000	Mfg.	Steel pipe and posts manufacturing	CM			
3212 1400	Mfg.	Structural wood member manufacturing	CM			
3391 1300	Mfg.	Surgical and prosthetic products manufacturing	CM			
3353 1300	Mfg.	Switchboard apparatus manufacturing	CM			
3342 1000	Mfg.	Telephone equipment manufacturing	CM			
3345 1400	Mfg.	Totalizing fluid device manufacturing	CM			
3362 1400	Mfg.	Trailer and trailer hitch manufacturing	CM			
3363 2200	Mfg.	Vehicle electrical equip manufacturing	CM			
3399 9902	Mfg.	Water and waster systems manufacturing	CM			



3326 1800	Mfg.	Wire products mfg., NEC	CM		
3212 1900	Mfg.	Wood products, mulch and reconstituted	CM		
3219 9000	Mfg.	Wood products mfg., NEC	CM		
4413 1001	Retail	Auto parts, used and salvage	CM		
4512 1201	Retail	Book store, adult	W	CM	
2123 2100	Retail	Construction sand and gravel	CM		
7224 1005	Retail	Drinking place, men's club	W	CM	
5323 1001	Retail	Rental center, heavy equipment	CM		
2123 2100	Retail	Sand and gravel, construction	CM		
4215 1000	Retail	Steel sales	CM		
1119 9800	Services	Agriculture services, NEC	CM		
8129 9003	Services	Escort service	W	CM	
5621 1100	Services	Garbage collection service	CM		
8121 9900	Services	Modeling and massage studio	W	CM	
2131 1100	Services	Oil well drilling and service	CM		

4219 3000	Services	Recycling, scrap and metals	CM		
5621 1100	Services	Refuse collection systems	CM		
5629 9101	Services	Septic tank cleaning	CM		
5629 9100	Services	Toilets, portable	CM		
4227 2000	Whsale	Fuel oil dealers	CM		
4227 1000	Whsale	Petroleum bulk terminals	CM		

*E, Entertainment district*

7139 9000	Services	Amusement and recreation, NEC	E	case-by-case	
7131 1000	Services	Amusement parks	E	case-by-case	
7139 5000	Services	Bowling alley	E	case-by-case	
7212 1400	Services	Camps, sporting and recreational	E	case-by-case	
7139 1000	Services	Country club	E	case-by-case	
7139 1000	Services	Golf course, country club	E	case-by-case	
7139 9005	Services	Golf course, driving range	E	case-by-case	
7139 9001	Services	Golf course, miniature	E	case-by-case	
7139 1001	Services	Golf course, public course	E	case-by-case	

7139 9002	Services	Horse stables	E	case-by-case		
7139 4003	Services	Ice skating rink	E	case-by-case		
7212 1400	Services	Recreational and sporting camps	E	case-by-case		
7139 4001	Services	Roller skating rink	E	case-by-case		
7139 4003	Services	Skating rink, ice	E	case-by-case		
7139 4001	Services	Skating rink, roller	E	case-by-case		
7212 1400	Services	Sporting and recreational camps	E	case-by-case		
7139 9002	Services	Stables, horses	E	case-by-case		
7139 4002	Services	Tennis club	E	case-by-case		
7212 1100	Services	Trailer parks and campsites	E	case-by-case		

*TU, Transportation and utilities*

5133 2100	Services	Pager communications network	TU			
5131 1201	Services	Radio station tower	TU			
5131 2001	Services	TV broadcasting tower	TU			

5133 2100	Services	Telecommunications network, pager	TU			
5131 2001	Services	Television broadcasting tower	TU			
5131 1201	Services	Tower, radio station	TU			
5131 2001	Services	Tower, TV broadcasting	TU			
4881 1900	Transp.	Airports and flying fields	TU			
5133 1001	Utilities	Fiber optic telecommunications	TU			
2212 1000	Utilities	Natural gas distribution	TU			
4862 1000	Utilities	Natural gas transmission	TU			
4869 1000	Utilities	Refined gas and oil pipeline	TU			
5133 1001	Utilities	Telecommunications, fiber optic	TU			
5133 2201	Utilities	Telecommunications equipment and/or tower	TU			
5133 1000	Utilities	Telecommunications network, wired	TU			
5133 2201	Utilities	Tower, telecommunications	TU			
2213 2000	Utilities	Wastewater treatment system	TU			

2213 1000	Utilities	Water supply utility	TU			
5133 1000	Utilities	Wired telecommunications network	TU			

*Zoning Code Definitions*

B	Billboards	For billboards only
CBD-1	Central business district 1	Most restrictive of all district
CBD-2	Central business district 2	A little less restrictive than CBD-1
CM	Construction and manufacturing district	Areas for manufacturing and construction
E	Entertainment district	Areas set aside for entertainment bus
RS	Retail/services district	Areas for most retail and service type
TU	Transportation and utilities	Areas for communication towers, cab
W	Warehouse district	Businesses typically located in warehouses
R-3-3	Multifamily residential 3 district	Area set aside for apartment complex

(Ord. No. 438, exh. A, 11-24-2003; Ord. No. 438-17, §§ 2, 3, 9-21-2004; Ord. No. 539, § 2, 5-20-2008; Ord. No. 711, § 2(Exh. A), 10-16-2012; Ord. No. 825, § 5, 10-21-2014)



# CITY OF KYLE, TEXAS

## Woodlands Park Development Agreement

Meeting Date: 9/1/2015  
Date time: 7:00 PM

**Subject/Recommendation:** Consider and Possible Action to Approve a Development Agreement with KYLE RIVERBEND – COTTONWOOD INVESTMENTS, LLC., a Texas limited liability company, for remaining phases of Woodlands Park. ~ *James Earp, Assistant City Manager*

**Other Information:** This agreement is proposed between the city and the current developer of Woodlands Park who wishes to sell his remaining interests to Justin Bono of Astra, who will develop the remaining two phases. Currently Mr. Bono is working with a builder to take down the remaining lots and get the issues with the HOA resolved.

**Legal Notes:**

**Budget Information:**

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

**Attachments / click to download**

- [Woodlands Park Development Agreement](#)
  - [Woodlands Park Compromise Letter](#)
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**DEVELOPMENT AGREEMENT**  
**(WOODLANDS PARK PHASES 3 AND 4)**

This DEVELOPMENT AGREEMENT (Woodlands Park Phases 3 & 4) (the "**Agreement**") is made and entered into to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2015 (the "**Effective Date**"), by and between the CITY OF KYLE, TEXAS (the "**City**"), located within Hays County, Texas, and KYLE RIVERBEND – COTTONWOOD INVESTMENTS, LLC., a Texas limited liability company (the "**Owner**"; the City and Owner are hereinafter sometimes referred to individually as a "**Party**" and collectively as the "**Parties**").

**RECITALS**

**WHEREAS**, the Owner owns a tract of land located in the City in Hays County, Texas (the "**Property**"), containing approximately 74.9± acres, and being more particularly described by metes and bounds in **Exhibit A** attached hereto and incorporated herein by reference; and

**WHEREAS**, the Property was being developed with 65' minimum lot widths with 25' front setbacks in compliance with the Property's approved preliminary plan prior to the City adopting Ordinance #438 in 2003, which, among other things, abolished old zoning districts and established new zoning districts, setbacks, and minimum lot widths for single family residential development; and

**WHEREAS**, after improvements to the Property had begun, the Property was rezoned to R-1-1 by the City, which requires among other things 80' minimum lot widths, and 30' front setbacks; and

**WHEREAS**, the City and Owner entered into a certain Compromise Agreement dated September 29, 2006 (the "**Compromise Agreement**") attached hereto as **Exhibit B**, which, among other things, (a) established that the minimum lot widths for future phases of the Development (defined below) would be grandfathered at 65', (b) provided that the setbacks established in the Compromise Agreement would rule and control, and (c) established certain performance requirements of the Owner; and

**WHEREAS**, the Owner desires to sell the Property to Astra Investments I, LLC, a Texas limited liability company (the "**Future Developer**"); and

**WHEREAS**, the Future Developer desires to proceed with development (the "**Development**") of the Property as generally described and/or depicted in the proposed preliminary plat (the "**Concept Plan**") attached hereto as **Exhibit C** and incorporated herein by reference, which Development is anticipated to occur over a period of time in phases of various sizes and which Concept Plan is anticipated to be modified from time to time; and

**WHEREAS**, as a condition of purchase of the Property from the Owner, the Future Developer desires to increase the allowable percentage of variance from the requirements of the 65' minimum lot width from 25% to 75% of the lots in the Property to accommodate 55' lot widths and to address other issues as outlined below, inasmuch as the Compromise Agreement

established that 65' minimum lot widths would be deemed to be the base required minimum lot width for the purposes of arriving at this calculation; and,

**WHEREAS**, the City has determined that development of the Property will promote local economic development within the City, will stimulate business and commercial activity within the City, and will overall benefit the City; and,

**WHEREAS**, it is the intent of this Agreement to establish certain legally binding restrictions and commitments to be imposed upon the Property, and the City and the Owner are proceeding in reliance on the enforceability of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the Owner agree as follows:

## **ARTICLE I** **REPRESENTATIONS AND DEFINITIONS**

**1.01 Recitals.** The recitals contained in this Agreement are true and correct as of the Effective Date and form the basis upon which the Parties negotiated and entered into this Agreement.

### **1.02 Authority.**

(a) The City represents and warrants that this Agreement has been approved and duly adopted by the City Council of the City (the "**City Council**") in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act), and that the individuals executing this Agreement on behalf of the City have been authorized to do so. The City acknowledges and agrees (i) that this Agreement shall be binding upon the City and enforceable against the City in accordance with its terms and conditions, and (ii) that the performance by the City under this Agreement is authorized by Section 212.171 of the Texas Local Government Code and by Chapter 791 of the Texas Local Government Code.

(b) Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner has been authorized to do so. The Owner acknowledges and agrees that this Agreement shall be binding upon the Owner and enforceable against the Owner in accordance with its terms and conditions.

## **ARTICLE II** **PURPOSES, TERM, CONSIDERATION, AND JURISDICTIONAL STATUS**

### **2.01 Purposes.**

(a) Subject to the terms and provisions of this Agreement, the Parties desire to enter into this Agreement to (i) establish the Governing Regulations (as defined in **Section 3.01**) which



will govern and apply to the Development and the Property, and (ii) establish the fees and charges that will apply to the Development and the Property.

(b) Without limiting the foregoing, it is expressly understood and agreed that the letter dated June 8, 2015 from Astra Development to the City references certain exceptions and clarifications to straight zoning (as per Ordinance #378) and the Compromise Agreement that would be allowed for the Property and Development, and some of such exceptions are reiterated in this **Article II**. Such exceptions include, without limitation, the following:

(i) The terms of this Agreement, inclusive of these exceptions, would replace any conflicting terms set forth in, and clarify, the current zoning and that certain Compromise Agreement with the City dated September 29, 2006.

(ii) All front and rear setbacks shall be set at 25 feet.

(iii) Lot widths would be a minimum of 55 feet. Depth of the lots shall be a minimum of 125 feet to allow Owner to meet a lot area minimum of 6,825 square feet.

(iv) Compliance with Ordinance #824 shall be required relative to garage setbacks. However, the City agrees that in order to determine compliance, a builder shall be deemed to satisfy the ordinance when a five (5) foot setback does not exist if a complying front porch covering the front porch exists and the garage does not take up more than 60% of the front elevation. Furthermore, homes that have a third car garage option shall not be required to have a five (5) foot setback and shall not be required to meet this 60% requirement if a complying front porch exists.

(v) The minimum garage square footage shall be 400 square feet. All other parking requirements per applicable City code and ordinances shall remain in effect.

(vi) The side setback on non-corner lots shall be 5 feet.

(vii) The minimum square footage on the Property shall be 1,400 square feet.

(viii) The remaining phases of development shall not exceed 276 lots, unless an agreement is provided to the city providing for either: 1) a regional solution for drainage; or, 2) regional solution for sewer that allows the reclamation of the planned detention area or planned lift station sites currently in the southern boundary shown in Exhibit C to be reincorporated by final plat in which case the lot count shall not exceed 300.

**2.02 Consideration.** The covenants of, benefits to, and performances by the Parties set forth in this Agreement, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties.

**2.03 Term.** The term (as extended, the "**Term**") of this Agreement shall initially be ninety (90) days from the Effective Date. If this Agreement is assigned to Future Developer during the initial Term, the Term (i) shall then be extended five (5) years from and after the

Effective Date, and (ii) shall be automatically extended for an additional ten (10) year period unless the Parties mutually agree in writing not to extend the Agreement; provided, however, the total duration of this Agreement, including the initial ninety (90) day Term and any successive extensions, may not exceed fifteen (15) years from the Effective Date.

### **ARTICLE III** **REGULATION OF DEVELOPMENT**

**3.01 Governing Regulations.** (a) Development of the Property shall be governed by the following (collectively, the "**Governing Regulations**"), subject to the provisions below:

- (i) the Concept Plan attached as **Exhibit C** to this Agreement;
- (ii) except as set forth herein and subject to the terms hereof, the City's subdivision regulations in effect as of the date of approval (the "**Approval**") of the preliminary plat, or in the event there is no preliminary plat then the final plat, as uniformly applied and enforced throughout the City (collectively, the "**Subdivision Regulations**"), which Subdivision Regulations are defined and established in the Kyle Municipal Code, as amended from time to time;
- (iii) except as set forth herein and subject to the terms hereof, the City's development regulations and standards in effect as of the date of Approval, as uniformly applied and enforced throughout the City (collectively, the "**Development Regulations**"), which Development Regulations are defined and established in the Kyle Municipal Code, as amended from time to time;
- (iv) except as set forth herein and subject to the terms hereof, the City's zoning regulations and standards in effect prior to re-zoning as modified by and subject to the Compromise Agreement, as modified by this Agreement (collectively, the "**Zoning Regulations**");
- (v) except as set forth herein and subject to the terms hereof, the City's ordinances and regulations (collectively, the "**Fee Ordinances**") relating to the City's roadway and park impact fees and capital recovery fees (all of the foregoing fees and charges are herein collectively referred to as the "**City's Fees**") as of the date of Approval, uniformly applied and enforced throughout the City;
- (vi) except as set forth herein and subject to the terms hereof, the City's building codes (collectively, the "**Building Codes**") in effect as of the date of Approval, as uniformly applied and enforced throughout the City;
- (vii) except as set forth herein and subject to the terms hereof, such other City ordinances, statutes, rules or regulations (collectively, the "**Other Rules and Regulations**") which affect and apply to the Property and/or the Development as uniformly applied and enforced throughout the City; and

(viii) Approved Final Plats (as defined in **Section 4.01** hereof) for portions or phases of the Property that are approved, from time to time, by the City in accordance with **Section 4.01** of this Agreement.

(b) The City agrees not to place a moratorium adopted by the City after the Effective Date upon the Property unless the City, in its reasonable discretion, determines that a moratorium applicable to the Property is an absolute necessity from a health, safety and welfare standpoint and is applicable uniformly to all properties located within the City, or is required by a state or federal agency, or court with jurisdiction.

**3.03 Conflicts.** In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, procedure, order, guideline or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement shall control.

#### **ARTICLE IV** **PLATTING**

**4.01 Platting.** When and as Owner desires to commence development of any portion or phase of the Property, Owner shall submit proposed preliminary and/or final plat(s) to the City for such portion of the Property. The City shall promptly review such proposed preliminary and/or final plat(s) in good faith and shall timely approve such proposed preliminary and/or final plat(s) (hereafter, "**Approved Final Plat(s)**") if such proposed preliminary and/or final plat(s) are substantially consistent and in general compliance with the Concept Plan, the Governing Regulations and this Agreement. Each Approved Final Plat shall be valid for a minimum timeframe in accordance with City municipal code PART II. CHAPTER 41 SUBDIVISIONS, ARTICLE II PROCESSING OF PROPOSED SUBDIVISIONS, SECTION 41.51.1 Expiration.

#### **ARTICLE V** **EVENTS OF DEFAULT; REMEDIES**

**5.01 Events of Default.** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than ten (10) days for a monetary default, and thirty (30) days for a non-monetary default, after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance necessary to cure such noticed default and thereafter diligently and continuously pursues performance necessary to cure such noticed default until the alleged failure has been cured.

**5.02 Remedies.** (a) If a Party is in default hereunder, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief. Notwithstanding the foregoing, however, no default under this Agreement shall:

(i) entitle the aggrieved Party to terminate this Agreement; or

(ii) entitle the aggrieved Party to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the default (for example, the City shall not be entitled to suspend its performance with regard to the development of "Tract X" by "Developer A" based on the grounds that Developer A is in default with respect to any other tract or based on the grounds that any other developer is in default with respect to any other tract); or

(iii) adversely affect or impair the current or future obligations of the City under applicable law to provide water or wastewater/sanitary sewer service (whether wholesale or retail) or any other service to any developed portion of the Property or to any undeveloped portion of the Property unless the undeveloped portion of the Property is the subject of the default; or

(iv) limit the Term hereof.

(b) No default under this Agreement by any Party shall affect, in any way, (i) the obligation of the City to process preliminary and final Plats and plans and specifications, or issue permits or perform inspections, with respect to portions of the Property that are not directly impacted by the default, or (ii) the obligations of the City under any separate agreement.

## **ARTICLE VI** **ASSIGNMENT AND ENCUMBRANCE**

**6.01 Assignment by Owner to Successor Owner(s).** Owner (and each Owner Assignee as defined below) has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any whole or partial obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "**Owner Assignee**") including any Owner Assignee that is or will become an owner of any portion of the Property, provided that the Owner is not in breach of this Agreement at the time of such assignment. Notice of each proposed assignment to an Owner Assignee (the "**Owner Assignee's Notice**") shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Owner Assignee who the City may contact for additional information regarding the experience and background of the Owner Assignee. Each assignment shall be in writing executed by Owner and the Owner Assignee and shall obligate the Owner Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to an Owner Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Owner Assignee for the performance of all obligations under this Agreement and agrees that Owner shall be released from performing such obligations and from any liability that results from the Owner Assignee's failure to perform such obligations; provided, however, if a copy of the assignment is not received by the City within fifteen (15) days after execution, the only effect thereof shall be that Owner shall not be released until the City receives such copy of the assignment.

**6.02 Encumbrance by Owner and Assignees.** Owner and Owner Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (as defined in **Section 8.02** hereof) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement, and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

**6.03 Encumbrance by City.** The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under, this Agreement without Owner's prior written consent.

## **ARTICLE VII** **RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES**

**7.01 Binding Obligations.** Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement, and all amendments hereto, shall be recorded in the deed records of Hays County upon execution hereof. In addition, all assignments of this Agreement shall be recorded in the deed records of Hays County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property; provided, however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer except for land use and development regulations that apply to the Property or specific lots; provided, further, that this provision shall not negate the End-Buyer's obligation for the payment of ad valorem taxes and assessments (including assessments that result from the application of this Agreement) applicable to such End-Buyer's property. For purposes of this Agreement, the Parties agree (a) that the term "**End-Buyer**" means any owner, developer, tenant, user, or occupant of a structure on the particular property, (b) that the term "**fully developed and improved lot**" means any lot, regardless of proposed use, for which a final Approved Final Plat has been approved by the City and recorded in the deed records, and (c) that the term "**land use and development regulations that apply to specific lots**" mean the Governing Regulations (including any authorized revisions thereto).

**7.02 Releases.** From time to time upon the written request of the Owner, the City shall execute, in recordable form, a full or partial release of this Agreement if the Owner's obligations under this Agreement have been satisfied, subject to the continued application of the Governing Regulations.

**7.03 Estoppel Certificates.** From time to time upon written request of Owner, the City will execute a written estoppel certificate identifying any obligations of the Owner under this Agreement that are in default or, with the giving of notice or passage of time, would be in default, and stating, to the extent that such default exists, that to the best knowledge and belief of the City, Owner is otherwise in compliance with its duties and obligations under this Agreement. The City's failure to timely execute a written estoppel certificate may not be held or considered to be an implied acknowledgment that Owner is not in default, or that the other requirements set forth above have been satisfied.

## **ARTICLE VIII** **ADDITIONAL PROVISIONS**

**8.01 Notices.** All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "**Notice**") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective on the earlier of (a) on the tenth (10<sup>th</sup>) business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by facsimile and electronic mail, (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed), or (c) on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person, delivery by regular mail, delivery by facsimile (with a confirmation copy sent by regular mail), or delivery by email (with a confirming copy sent by facsimile). Notices given pursuant to this **Section 8.01** shall be addressed as follows:

To the City:	City of Kyle P. O. Box 40 Kyle, Texas 78640 Attention: City Manager Telephone: (512) 268-5341 Facsimile: (512) 268-0675 Email: _____
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To the Owner:	Kyle Riverbend – Cottonwood Investments, LLC 121 N.E. Loop 820, Suite 300 Hurst, Texas 76053 Attention: Greg Goodman Telephone: (817) 919-9565 Facsimile: (817) 457-4060 Email: <a href="mailto:greg.goodman@charter.net">greg.goodman@charter.net</a>
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With a copy to	Astra Investments I, LLC
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9219 Arbor Trail Drive  
Dallas, Texas 75243  
Attention: Justin Bono  
Telephone: (214) 662-5530  
Facsimile: (214) 282-9592  
Email: [jbono@astracompanies.com](mailto:jbono@astracompanies.com)

With a copy to:

Glen A. Bellinger  
Bellinger & Suberg, L.L.P.  
10,000 North Central Expressway, Suite 900  
Dallas, Texas 75231  
Telephone: (214) 954-9540  
Facsimile: (214) 954-9541  
Email: [gbellinger@bd-law.com](mailto:gbellinger@bd-law.com)

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least ten (10) days written notice to the other Parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

**8.02 Reservation of Rights.** This Agreement constitutes a "permit" within the meaning of Chapter 245, Texas Local Government Code, as amended. Except as otherwise provided in this **Section 8.02**, Owner does not, by entering into this Agreement, waive (and Owner expressly reserves) any right that Owner may now or hereafter have with respect to any claim (a) of "vested" or "protected" development or other property rights arising from Chapters 43 or 245, Texas Local Government Code, as amended, or otherwise arising from common law or other state or federal laws, or (b) that an action by the City constitutes a "taking" or inverse condemnation of all or any portion of the Property. Without limiting the generality of the foregoing, Owner does not waive (and expressly reserves) any such claims (as to vested or protected development and a taking without compensation) that result from amendments and revisions to the Governing Regulations, state and federal requirements, and other City regulations described in this Agreement. In addition, to the extent that the City fails to provide adequate and continuous retail water and wastewater service in accordance with the requirements of this Agreement, the Owner does not waive (and expressly reserves) the right to seek retail water and sewer services from an alternative provider. Owner does, however, waive such claims to the extent they arise from or are based on development of the Property in accordance with the Governing Regulations. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws. To the extent that it is not inconsistent with this Agreement, no provision of this Agreement shall constitute a waiver or release of any rights, privileges, and immunities of each Party under applicable laws. This Agreement shall be enforceable under state and federal law.

**8.03 Interpretation.** The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this

Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and not more strongly or favorably for or against any Party, regardless of which Party originally drafted the provision.

**8.04 Enforceability.** This Agreement may be enforced by the Owner including as provided under §271.153 of the Texas Local Government Code or by the City by any proceeding at law or equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

**8.05 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties, executed with the same formalities as this instrument. No agent of either the City or the Owner, unless authorized in writing by the agent's principal, has any authority to waive, alter, or enlarge this Agreement, or to make any new or substituted or different contracts, representations, or warranties.

**8.06 Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance, will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

**8.07 Applicable Law; Venue.** This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas without regard to conflicts of law principles, and all obligations of the Parties are performable in Hays County, Texas. Venue for any action to enforce or construe this Agreement shall be Hays County, Texas.

**8.08 Non-Waiver.** Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision, and must be executed with the same formalities as this instrument. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

**8.09 No Third-Party Beneficiaries.** This Agreement only inures to the benefit of, and may only be enforced by, the Parties hereto and their respective successors and assigns. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

**8.10 Force Majeure.** Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; provided, however, in the event a Party is unable, due to force



majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.

**8.11 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

**8.12 Further Documents.** Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

**8.13 Cooperate.** As used in this Agreement, the term "cooperate" means that the City will take, to the extent necessary, reasonable action(s) in a timely manner consistent with (a) all applicable rules and regulations to accomplish the objectives and intent of this Agreement, (b) accepted sound engineering practices in the area of public works, and (c) good government practices as demonstrated by responsible municipalities in north central Texas.

**8.14 Exhibits.** The following Exhibits are attached to and incorporated into this Agreement and are part of this Agreement:

- Exhibit A Metes and Bounds Description of Property
- Exhibit B Compromise Agreement
- Exhibit C Concept Plan

**[THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the Effective Date.

**CITY:**

CITY OF KYLE, TEXAS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Mayor

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Secretary

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_       §

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned personally appeared \_\_\_\_\_, Mayor, and \_\_\_\_\_, City Secretary, for the City of Kyle and proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same in their authorized capacity.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**OWNER:**

KYLE RIVERBEND - COTTONWOOD INVESTMENTS, LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Greg Goodman, Manager

THE STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS           §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2015, by Greg Goodman, Manager of Kyle Riverbend – Cottonwood Investments, LLC, a Texas limited liability company, on behalf of said entity.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**EXHIBIT A**

**METES AND BOUNDS DESCRIPTION OF PROPERTY**

[See attached]

**EXHIBIT B**

**COMPROMISE AGREEMENT**

[See attached]

**EXHIBIT C**  
**CONCEPT PLAN**

[See attached]

## Memorandum

**Date:** September 29, 2006  
**To:** Mayor and City Council

**Subject:** Request for Exceptions and Compromise Agreement  
 by Riverbend-Cottonwood Investments

Post-It® Fax Note	7671	Date	8-9-07	# of pages	2
To	Dustin Goss	From	Joel Wilkinson		
Co. Name	Popo Dawson	Co.	NWA		
Phone #		Phone	462-3373		
Fax #	459-8867	Fax #			



The staff has continued its discussions and deliberations with representatives of Kyle Riverbend-Cottonwood Investments, developers of the Woodlands Park residential subdivision (FM150 east, across from Waterleaf). As I am sure you recall from our prior discussion, the developers have requested special consideration from the City Council as they prepare to move forward with development of Phases 2, 3, and 4 of Woodlands Park.

Due to a variety of timing and development issues (*due entirely to the actions or inactions of the developers, owners and/or prior owners*), the appropriate filing of the Final Plats for Phases 2, 3, and 4 were not submitted in a timely manner and the Preliminary Plan as approved for Woodlands Park has now expired. In accordance with city regulations, the developers must now re-submit the Preliminary Plan and any subsequent Final Plats for the development to lawfully proceed.

At issue, however, is the fact that the previously-approved Preliminary Plan for Woodlands Park had been submitted and approved under subdivision and zoning requirements that were in place prior to the new Subdivision and Zoning Ordinances adopted by Council in November, 2003. Therefore, any re-submission of the Woodlands Park Preliminary Plan would be reviewed for compliance with the new requirements - which would apparently necessitate substantial changes in the originally approved development plans for Woodlands Park. As such, the developers have requested that Council grant the appropriate exceptions that would allow them to proceed under the originally-approved (but now expired) plans.

The granting of such a request is certainly within Council's legal authority, and Council has requested that the staff attempt to negotiate a mutually-acceptable compromise to effectively address this situation.

Accordingly, we have continued discussions with Royce Lee, President of Riverbend-Cottonwood Investments and have developed a reasonable compromise that may provide the basis for Council to consider granting their request and allowing the Woodlands Park development to proceed consistent with the originally approved Preliminary Plan. In exchange for granting this request (which would essentially allow the development to be constructed under subdivision and zoning requirements that were in place prior to November, 2003), the developers have agreed to comply with additional requirements and/or stipulations as follows:

- Residential density and/or total LUE count will be reduced by six (6) from the original Preliminary Plan for Woodlands Park; and will not exceed 392 for Phases 2, 3, and 4.
- All homes constructed will provide a minimum of 1,600 square feet of living area.


- All homes will be permitted a twenty-five (25') foot setback, but will comply fully with all other applicable setback requirements for Single-Family Residential 1 - District "R-1-1" within City Zoning Ordinance No. 438.
- All homes, buildings, structures, garages, and/or accessory buildings constructed within the development will have four (4) sides composed of 100% brick, stone, hardiplank, or other approved (by the City) masonry product.
- Developers will widened the main traffic thoroughfare (Woodlands Drive) through Phases 2, 3, and 4 to provide sufficient spacing and construct a designated bicycle traffic lane, in addition to the appropriate vehicular traffic lanes.
- Developers will construct a public neighborhood park, at least one (1) acre in size, which will include the appropriate and desired amenities (to be approved by the City Parks Board).
- Park Land Dedication Fees shall be doubled from the original Preliminary Plan for Woodlands Park and the developer will pay five hundred dollars (\$500.00) per dwelling unit, due at the time of filing of the Final Plats for Phases 2, 3, and 4

While the City is certainly under no obligation to grant this request, as the developers have clearly failed to comply with city regulations, the City Council and staff have clearly demonstrated in the past a desire to work with residential builders and developers; and to effectively support appropriate residential development within our city.

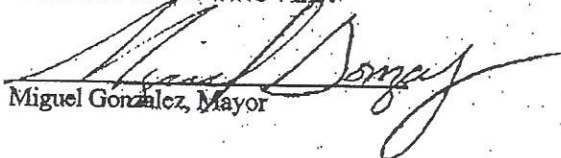
In addition, the current developers of Woodlands Park have demonstrated a desire to work with the City as best they believe they can while maintaining an economically viable development project.

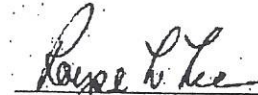
Therefore, it is my recommendation that the compromise proposal as described herein be approved by City Council, as it provides the City with additional overall benefits it might not otherwise achieve and will slightly reduce overall density from the initial development; while allowing the builders/developers to complete essentially the original development as planned.

Please let me know at your earliest convenience if you have any questions or comments. If approved by the City Council and Kyle Riverbend-Cottonwood Investments, I recommend the parties sign below and this document act as the binding contractual agreement for proceeding forward with platting for Phases 2, 3 and 4.

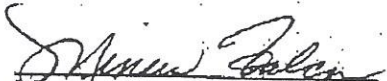
  
 Thomas L. Mattis  
 City Manager

**AGREED and APPROVED:**

  
 Miguel Gonzalez, Mayor

  
 Royce L. Lee, President  
 Kyle Riverbend-Cottonwood Investments

**ATTEST:**

  
 Minerva Falcon, City Secretary





# CITY OF KYLE, TEXAS

## Ordinance to Adopt Budget for FY 2015-16

**Meeting Date: 9/1/2015**  
**Date time: 7:00 PM**

**Subject/Recommendation:** *(First Reading)* An Ordinance of the City of Kyle, Texas adopting a budget for the ensuing fiscal year beginning October 1, 2015 and ending September 30, 2016; appropriating the various revenue and expenditure amounts thereof, including water and wastewater rates, miscellaneous fees and charges for City services as specified in the fee schedule, all associated budget schedules and documents, and repealing all Ordinances or parts of Ordinances in conflict therewith; and providing for an effective date. ~ *J. Scott Sellers, City Manager*

- **PUBLIC HEARING**

**Other Information:**

The Proposed Budget for Fiscal Year 2015-16 is a complete financial plan for all City Funds, programs, services, operations, and capital improvement program (CIP) activities for the period covering October 1, 2015 through September 30, 2016.

The Proposed Budget for Fiscal Year 2015-2016 for all City expenditures totals approximately \$78.93 million and 202.5 full time equivalent positions. Of the total \$78.93 million Proposed Budget, the budget for the City's General Fund for Fiscal Year 2015-16 totals approximately \$21.98 million; revenues for General Fund totals approximately \$21.98 million and expenditures total approximately \$21.98 million.

A general summary of the City's Proposed Budget for Fiscal Year 2015-16 for all City Funds is provided below:

FOR ALL CITY FUNDS

- Estimated Beginning Fund Balance \$ 63,629,514
- Estimated Revenue \$ 47,636,571
- Estimated Available Funds \$111,266,085
- Estimated Expenditures \$ 78,926,039
- Estimated Ending Fund Balance \$ 32,340,046\*

\* Reflects expenditure of \$31.3 million in accumulated funds; \$22.0 million in road bond proceeds, \$7.7 million in impact fees, and \$1.3 million in utility funds.

The City Council scheduled Budget Meetings and Public Hearings on the Proposed Budget and rates for Fiscal Year 2015-2016 at the Kyle City Hall, 100 West Center Street, Kyle, Texas, on the following dates:

- City Council Budget Workshop No. 1: Saturday, March 28, 2015 at 8:00 a.m.
- City Council Budget Workshop No. 2: Saturday, August 1, 2015 at 8:00 a.m.
- Public Hearing No. 1 on Tax Rates: Wednesday, August 19, 2015 at 7:00 p.m.
- Public Hearing No. 2 on Tax Rates: Wednesday, August 26, 2015 at 7:00 p.m.
- Adoption of Budget & Rates (1st Reading): Tuesday, September 1, 2015 at 7:00 p.m.
- Adoption of Budget & Rates (2nd Reading): Tuesday, September 8, 2015 at 7:00 p.m.

All Kyle residents and interested persons have been invited to attend the City Council's Budget Meetings and Public Hearings and to provide their comments to the City Council. An electronic copy of the Proposed Operating and Capital Budget for Fiscal Year 2015-16 was made available on the City's website beginning July 27, 2015. A printed copy of the complete proposed budget document was also made available for public inspection beginning August 3, 2015 during business hours (except on a City holiday) at the Kyle City Hall located at 100 West Center Street, Kyle, Texas, and at the Kyle Public Library located at 550 Scott Street, Kyle, Texas.

**Legal Notes:**

**Budget Information:**

Please refer to the budget document for complete budget details on the City's website at:

[http://www.cityofkyle.com/sites/default/files/fileattachments/proposed\\_budget\\_-\\_fy\\_2015-16\\_0.pdf](http://www.cityofkyle.com/sites/default/files/fileattachments/proposed_budget_-_fy_2015-16_0.pdf), also available in paper copy at City Hall and the Kyle Public Library.

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

**Attachments / click to download**

<a href="#">Ordinance</a>
<a href="#">Budget Transmittal for FY 2015-16</a>
<a href="#">Budget - New Positions 8-1-2015</a>
<a href="#">Budget - CIP 8-1-2015</a>
<a href="#">Budget - Amendments Approved 8-1-2015</a>
<a href="#">Budget - Equipment &amp; Vehicles 8-1-2015</a>
<a href="#">Budget - Rates &amp; Fees Schedule 8-1-2015</a>
<a href="#">Budget - All Funds Summary 8-1-2015</a>
<a href="#">Budget - General Fund Summary 8-1-2015</a>
<a href="#">Budget - Utility Fund Summary</a>

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF KYLE, TEXAS ADOPTING A BUDGET FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016; APPROPRIATING THE VARIOUS REVENUE AND EXPENDITURE AMOUNTS THEREOF, INCLUDING WATER AND WASTEWATER RATES, MISCELLANEOUS CITY FEES AND CHARGES AS SPECIFIED IN THE FEE SCHEDULE, ALL ASSOCIATED BUDGET SCHEDULES AND DOCUMENTS, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

**Whereas**, the City Manager of the City of Kyle, Texas has submitted to the Mayor and City Council on July 27, 2015 a proposed budget for the revenue and expenditures, water and wastewater rates, miscellaneous fees and charges included in the fee schedule for conducting the affairs of the City thereof, all associated budget schedules and documents, and providing a complete financial plan for Fiscal Year 2015-16 in compliance with the Kyle City Charter and the laws of the State of Texas; and which said proposed budget has been compiled from detailed information obtained from all departments and offices of the City; and,

**Whereas**, the City Council received the City Manager's proposed budget and conducted public hearings on the budget, a copy of which with all supporting materials has been filed with the City Secretary, all in compliance with state law and the Kyle City Charter; and,

**Whereas**, during the months of August and September 2015, the City Council held public meetings including two public hearings to review revenue estimates, line item expenditure budgets for all City departments, revenue, expenditures and fund balances for all City Funds, capital improvements plan, and all other associated budget schedules and documents including fee schedule, rates for water and wastewater services, property tax rates, investment policy, debt management policy, and,

**Whereas**, the City Council has reviewed the Fiscal Year 2015-16 budget to including revenue estimates, line item expenditure budgets for all City departments, revenue, expenditures and fund balances for all City Funds, capital improvements plan expenditures, and all other associated budget schedules and documents including fee schedule, rates for water and wastewater services, and property tax rates, and, having considered any and all appropriate amendments, now deem this document, filed with the City Secretary and made a part hereof, to be

the appropriate financial plan for the City of Kyle in the ensuing fiscal year.

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

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

**Section 2. Public Hearings.** By September 8, 2015, the scheduled date of the 2<sup>nd</sup> Reading of the Budget Adoption Ordinance, the City Council held public hearings to obtain comments and recommendations from Kyle citizens, residents, businesses, and other interested persons on the City's budget including revenue and expenditure estimates, fund balances, capital improvements plan expenditures, miscellaneous fees and charges as specified in the fee schedule, water and wastewater rates, property tax rates, and all other associated budget schedules and documents.

**Section 3. Budget Adoption.** The annual budget of the City of Kyle including revenue and expenditures, fund balances, water and wastewater rates, and other fees and charges listed in the fee schedule, and all other associated budget schedules and documents for conducting the affairs of the City thereof and providing a complete financial plan for Fiscal Year 2015-16 beginning October 1, 2015 and ending September 30, 2016, a copy of which is filed with the City Secretary, be and the same is in all things adopted and approved as the annual budget for all expenditures as well as fixed charges against the City for the fiscal year beginning October 1, 2015 and ending September 30, 2016.

**Section 4. Approval of Expenditures by Fund.** The sums included within the budget as described herein are hereby appropriated from the respective funds for the payment of expenditures on behalf of the City of Kyle as established in the approved budget for the fiscal year beginning October 1, 2015 and ending September 30, 2016.

**Section 5. Conflict.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

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

**Section 7. Effective Date.** This Ordinance shall be in full force and effect from and after the date of its final passage and adoption in accordance with the provisions of applicable state law and the City Charter.

**PASSED AND APPROVED** on First Reading this \_\_\_\_ day of September, 2015.

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

**CITY OF KYLE, TEXAS**

---

R. Todd Webster, Mayor

**ATTEST:**

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Amelia Sanchez, City Secretary

City of Kyle, Texas  
 Amendments to Proposed Budget for Fiscal Year 2015-16  
 Approved by City Council on August 1, 2015

Amendment	Sponsor	Description	Council Vote	Fund Type	Budget Category	Proposed Budget FY 2015-16	Amendment Increase (Decrease)	Amended Proposed Budget FY 2015-16
1.	CM Tenorio	Delete Funding for Division Manager of Street Maintenance Position for FY 2016		General Fund	Expenditures	\$ 85,235	\$ (85,235)	\$ -
		Add Funding for Fire Department to Replace SCBAs		General Fund	Expenditures	\$ 29,484	\$ 75,000	\$ 104,484
		Add Funding for Computer Hardware for New Building Inspector Position		General Fund	Expenditures	\$ 2,700	\$ 2,500	\$ 5,200
		Sub-total:	7-0			<u>\$ 117,419</u>	<u>\$ (7,735)</u>	<u>\$ 109,684</u>
2.	Mayor Webster	Add Funding for Repainting/Repairs for Iconic Downtown Water Tower		General Fund	Expenditures	\$ -	\$ 100,000	\$ 100,000
		Reduce Funding for Transfers to Internal Service Funds for Equipment, Fleet, & Facility Replacement		General Fund	Expenditures	\$ 1,723,649	\$ (100,000)	\$ 1,623,649
		Sub-total:	7-0			<u>\$ 1,723,649</u>	<u>\$ -</u>	<u>\$ 1,723,649</u>
3.	CM Selbera	Add Funding for Railroad Crossing Quiet Zone Study & Assessment		General Fund	Expenditures	\$ -	\$ 15,000	\$ 15,000
		Reduce Funding for Transfers to Internal Service Funds for Equipment, Fleet, & Facility Replacement		General Fund	Expenditures	\$ 1,623,649	\$ (7,265)	\$ 1,616,384
		Sub-total:	7-0			<u>\$ 1,623,649</u>	<u>\$ 7,735</u>	<u>\$ 1,631,384</u>
<b>Net Increase (Decrease) in General Fund Expenditures:</b>						<u><b>\$ 3,464,717</b></u>	<u><b>\$ -</b></u>	<u><b>\$ 3,464,717</b></u>



## BUDGET TRANSMITTAL

TO: Mayor and City Council Members

FROM: J. Scott Sellers, CPM, ICMA-CM, City Manager

DATE: July 31, 2015

SUBJECT: Proposed Budget for Fiscal Year 2015-16

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I am respectfully submitting for your review and consideration the City's Proposed Budget for Fiscal Year 2015-16 in compliance with the requirements of the City Charter. The Proposed Budget for Fiscal Year 2015-16 is a complete financial plan for all City Funds, programs, services, operations, and activities for the period covering October 1, 2015 through September 30, 2016.

The City's Proposed Budget for Fiscal Year 2015-16 is developed based on the discussions, goals, and direction provided by the City Council during the budget retreat held on March 28, 2015, the 2015 Household Survey results, and input from city staff.

The following goals and objectives are the guiding principles in the development of the City's Proposed Budget for Fiscal Year 2015-16:

- Enhanced City programs and services to Kyle homeowners, residents, and businesses within the existing M&O tax rate
- Priority based investments for public safety and quality of life services including police, water and wastewater systems, streets, parks, library, economic development, and infrastructure maintenance
- Minimize property tax rate increase due to road bond debt service
- No increase in water and wastewater service rates
- No increase in other fees and charges for City services
- Investment in the City's workforce

### OVERALL PROPOSED BUDGET HIGHLIGHTS

The Proposed Budget for Fiscal Year 2015-16 totals \$78.8 million for all City Funds, provides funding for new programs and services to enhance public safety and quality of life services, adds 25.5 new positions, and eliminates 3.0 vacant positions for a net total of 202.5 full-time equivalent positions.

The budget as submitted has no increases proposed for water and wastewater service rates and other fees and charges for various City services, includes a 3.97 percent increase in the base contract rates for solid waste services to be effective April 1, 2016, no increase in the Maintenance & Operations (M&O) component of the property tax rate of \$0.2603 per \$100 of taxable assessed valuation, and an estimated increase of \$0.0763 per \$100 of taxable assessed valuation in the Interest & Sinking (I&S) component of the property tax rate. An estimated combined total property tax rate of \$0.6146 per \$100 of taxable assessed valuation is included in the Proposed Budget for Fiscal Year 2015-16.

The increase in the estimated total tax rate is primarily to pay for the annual debt service payments due for principal and interest on the \$36.0 million bonds issued for the five major road improvement projects. The original estimated impact of the bond debt was up to \$0.22. The road bond project was overwhelmingly approved considering this additional property tax increase. The City took advantage of a low bond interest rate as well as increased property assessed values to limit the total I&S exposure to \$0.0763, a 66% cost-avoidance to the taxpayers.

Please note that due to the delay resulting from the significant number of protests filed this year, the City of Kyle does not expect to receive the certified tax rate calculations from the Hays County Tax Assessor/Collector before August 7, 2015. The above tax rate calculations made by the City are not certified and are therefore subject to changes (increase or decrease) before the adoption of the budget and tax rates by the City Council. A detailed explanation regarding the estimated nature of the proposed property tax rate is provided in the General Fund Highlights section of the budget transmittal.

Overall highlights of the Proposed Budget for Fiscal Year 2015-16 are as follows:

- Police
  - ✓ 5 new Police Officer positions totaled \$348,350; one of these positions will be assigned as a Warrant Officer
  - ✓ 1 Police Officer position (Mental Health Officer) converted from grant funding to General Fund, \$68,283
  - ✓ 1 new Juvenile Justice Officer, \$65,348 (grant funded)
  - ✓ 4 new part-time Telecommunicator positions, \$65,328
  - ✓ 2 new part-time Code Compliance Specialist positions, \$48,226
  - ✓ 2 new part-time Record Specialist positions, \$33,160
  - ✓ 50% reduction in overtime costs, \$79,000 reduction
  - ✓ Pay parity adjustments for positions in Dispatch Operations, \$32,764
  - ✓ 1 new police pursuit vehicle added for \$75,000
  - ✓ Funding provided for Meet and Confer Agreement provisions with the Kyle Police Association



- ✓ Funding for lot clean up and demolition of dilapidated structures, \$30,000
- Building Inspection
  - ✓ 1 new Building Inspector position, \$61,009
  - ✓ Pickup truck, \$22,000
- Parks & Recreation
  - ✓ 1 Administrative Assistant position converted from part-time to full-time, \$28,619
  - ✓ 1 new Park Maintenance Technician I position, \$39,443
  - ✓ 1 new Park Maintenance Technician II position, \$42,702
  - ✓ Pay parity adjustments for positions in maintenance and facilities, \$22,683
  - ✓ 1 crew truck, trailer, and equipment, \$59,000
  - ✓ 1 equipment service lift, \$8,000
  - ✓ 1 chemical storage building, \$6,000
  - ✓ Park Master Plan Update, \$45,000
  - ✓ Gregg-Clarke Park Improvements, \$145,000
  - ✓ City Square Park Improvements, \$50,000
- Public Works
  - ✓ 1 new Division Manager of Streets Maintenance position, \$85,235
  - ✓ 2 new Street Technician I positions, \$78,886
  - ✓ 1 new Chief Wastewater Plant Operator, \$72,475
  - ✓ 1 new Plant Operator, \$55,020
  - ✓ 1 new Assistant Plant Operator, \$42,342
  - ✓ Reclassification of Division Manager of Treatment & Operations, \$20,429
  - ✓ Reclassification of Division Manager of Distribution & Collections, \$20,429
  - ✓ Pay parity adjustments for water and wastewater technician positions, \$60,488
  - ✓ Pay parity for street maintenance positions, \$22,615
  - ✓ 1 dump truck, \$125,001
  - ✓ 1 small roller/trailer, \$50,000
  - ✓ 1 sand spreader, \$20,000
  - ✓ 1 thermo plastic applicator, \$45,000
  - ✓ 1 trailer mounted water tank, \$5,000
  - ✓ 1 tamping machine, \$4,000
  - ✓ 1 pickup truck, \$22,000
  - ✓ Office furniture, \$22,000
  - ✓ Street maintenance program, \$500,000
  - ✓ Water line upgrades/replacements, \$300,000
  - ✓ Water tank rehabilitation, \$500,000
  - ✓ Pumphouse Rd/Melinda Lane water line, \$120,000
  - ✓ Stagecoach, Scott Street & Opal Street water line, \$185,000
  - ✓ County Line water system inter-connect, \$150,000
  - ✓ Monarch water system inter-connect, \$70,000
  - ✓ Wastewater line upgrades/replacements, \$500,000

- ✓ Lift station retrofit for SCADA, \$125,000
- ✓ Acquisition of wastewater treatment plant, \$3,000,000
- ✓ Update of wastewater treatment plant, \$500,000
- ✓ Gateway and wayfinding signage, \$125,000 (\$75,000 from HOT)
- ✓ Traffic control at Bunton Creek/Dacy Lane, \$275,000
- Library
  - ✓ 2 new part-time Library Assistant positions, \$28,896
  - ✓ \$65,310 in continued funding for library collections and periodicals
- Economic Development
  - ✓ Continued funding for Downtown Revitalization Grants, \$50,000
  - ✓ Consultant services for economic development associated retail recruitment projects, \$24,000
- Engineering Services
  - ✓ 1 Storm Water Management Plan Administrator position, \$77,978
  - ✓ 1 new Engineer I position, \$98,300 (75% W/WW Utility, 25% General Fund)
  - ✓ 1 Project Manager position converted from road bond funding to General Fund, \$98,300 (includes \$7,212 to reclassify from Project Manager to Engineer I)
  - ✓ 1 AutoCAD workstation, \$8,000
  - ✓ 1 pickup truck for Storm Water Administrator, \$22,000
  - ✓ Completion of GBRA flood study, \$25,120
  - ✓ Southside wastewater collection system, \$3,983,725
  - ✓ Wastewater line – Cypress/GLO, \$500,000
  - ✓ Elliott Branch wastewater interceptor, \$200,000
  - ✓ Blanton wastewater line (W. 3<sup>rd</sup> Street), \$600,000
  - ✓ Center Street Village wastewater line improvement study, \$100,000
  - ✓ Wastewater treatment plant expansion from 3.0 MGD to 4.5 MGD, \$5,395,250
  - ✓ Bunton Creek Road, \$4,525,150
  - ✓ Bunton Creek IH-35 water upgrade, 5 taps, \$101,562
  - ✓ Bunton Creek wastewater Brandi Circle East to Bank, \$191,700
  - ✓ Bunton Creek wastewater Dacy to Extreme, \$178,836
  - ✓ Goforth Road, \$7,830,915
  - ✓ Goforth Road Extension, \$429,230 (design and ROW acquisition only)
  - ✓ Lehman Road, \$4,245,225
  - ✓ Marketplace Avenue, \$4,245,339
  - ✓ North Burleson Street, \$1,355,736
  - ✓ Burleson Street water and wastewater utilities, \$600,000
  - ✓ Burleson Street service to properties without water/wastewater, \$283,680
  - ✓ Sidewalk and bicycle lane improvements on FM 2770/RM 150, \$776,458 (TxDOT funded)

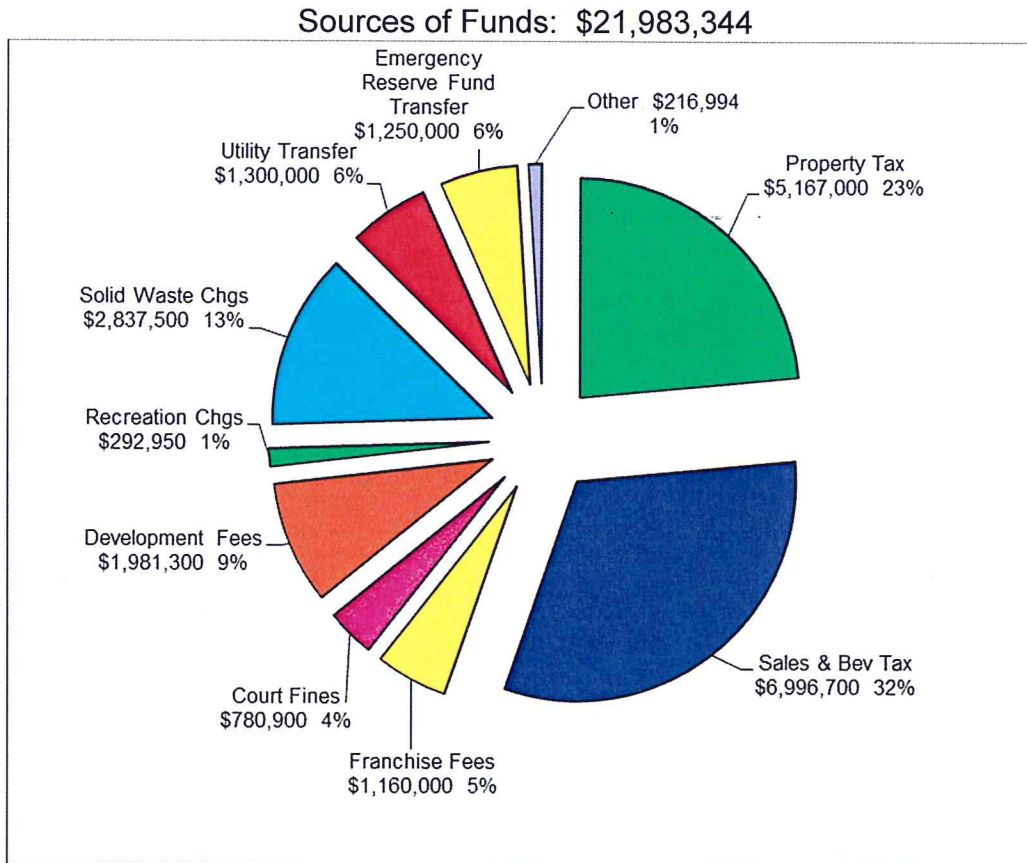
- Community Development (formerly Planning & Zoning)
  - ✓ Eliminated 1 vacant Community Development Coordinator position (PID Manager), \$66,594 reduction
  - ✓ Online GIS and required hardware, \$12,500
- Human Resources
  - ✓ Eliminated 1 vacant Receptionist position, \$49,544 reduction
- Information Technology
  - ✓ Reduction in costs for cell phones, \$31,400 reduction
  - ✓ Increase in computer hardware and software, \$123,308
- Office of the Chief of Staff
  - ✓ 1 new Communications Specialist position, \$49,787
  - ✓ 1 new Program/Special Events Coordinator position, \$49,787 (50% funding from General Fund and 50% from Hotel Occupancy Tax)
  - ✓ Increased contribution to CapMetro for CARTS transit, total \$86,879 (\$31,529 increase which includes \$16,000 for Transit Development Plan)
  - ✓ Transferred 1 Grants Administrator position from Financial Services
  - ✓ Transferred 1 Executive Assistant position from Office of the City Manager
- Office of the City Manager
  - ✓ Eliminated 1 vacant City Attorney position, \$126,685 reduction
  - ✓ 1 new Assistant to the City Secretary/Assistant to the City Manager position, \$70,003
- Tourism Promotion & Marketing Services Contract
  - ✓ Funding to Kyle Chamber for tourism contract reduced by 50 percent to \$63,000 (HOT Fund)
  - ✓ Funding included for San Marcos Greater Partnership for tourism marketing, \$20,000 (HOT Fund)
- Fire & EMS
  - ✓ \$29,484 included for Fire Department
  - ✓ \$275,000 included for EMS (contract expired in September 2014)

## GENERAL FUND HIGHLIGHTS

### General Fund Revenue

Revenue and transfers-in from all sources for the General Fund for Fiscal Year 2015-16 totals \$21,983,344. This is an increase of \$5,190,594 or 30.9 percent from the current approved budget.

A graph showing projected sources of funds totaling \$21,983,344 for the City's General Fund for Fiscal Year 2015-16 is presented on the following page:



### Property Tax Rate

This year, due to the significantly higher number of protests received by the Hays County Appraisal District, the City like other taxing jurisdictions in Hays County will not receive the certified property valuations until Friday, July 31, 2015.

Once the certified property valuations are made available by the appraisal district, the Hays County Tax Assessor/Collector then prepares and certifies property tax rate calculations for all taxing jurisdictions in Hays County. Due to the delay this year, the City of Kyle does not expect to receive the certified tax rate calculations from the Hays County Tax Assessor/Collector before August 7, 2015.

It is important to note that based on the City's tax rate calculations, which are not certified and subject to changes (increase or decrease), the Proposed Budget for Fiscal Year 2015-16 includes an estimated total property tax rate of \$0.6146 per \$100 of assessed taxable valuation.

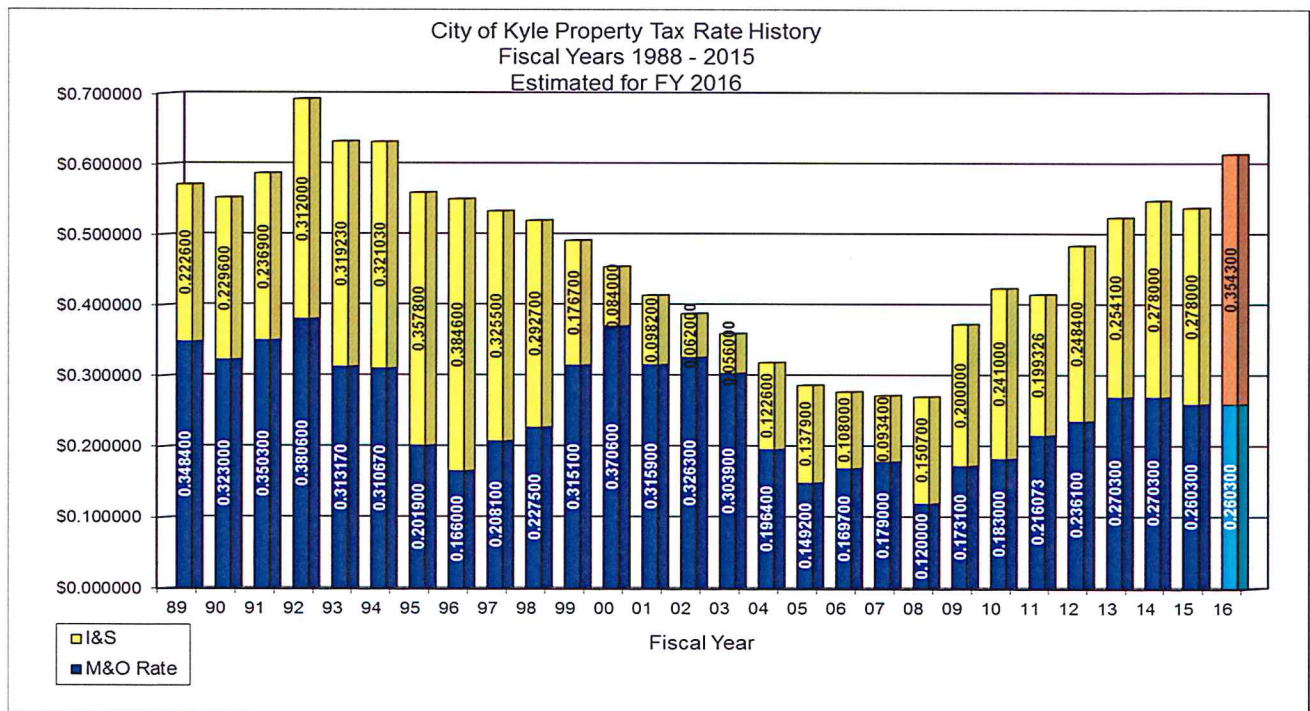
No change is being proposed to the Maintenance & Operations (M&O) component of the property tax rate of \$0.2603 per \$100 of assessed taxable valuation. The Proposed

Budget for Fiscal Year 2015-16 includes an estimated increase of \$0.0763 per \$100 of assessed taxable valuation in the Interest & Sinking (I&S) component of the property tax rate.

Based on the preliminary property valuations as of July 27, 2015 and the City's tax rate calculations, which are not certified and subject to changes (increase or decrease), the estimated 2015 Proposed, Effective, and Rollback Property Tax Rates per \$100 of assessed taxable valuation for the City of Kyle are as follows:

- Estimated Proposed Tax Rate: \$0.6146
- Estimated Effective Tax Rate: \$0.4876
- Estimated Rollback Tax Rate: \$0.6214

Below is a graph showing property tax rate history and changes in the property tax rates from 1988 through the current fiscal year.



Property Tax Revenue

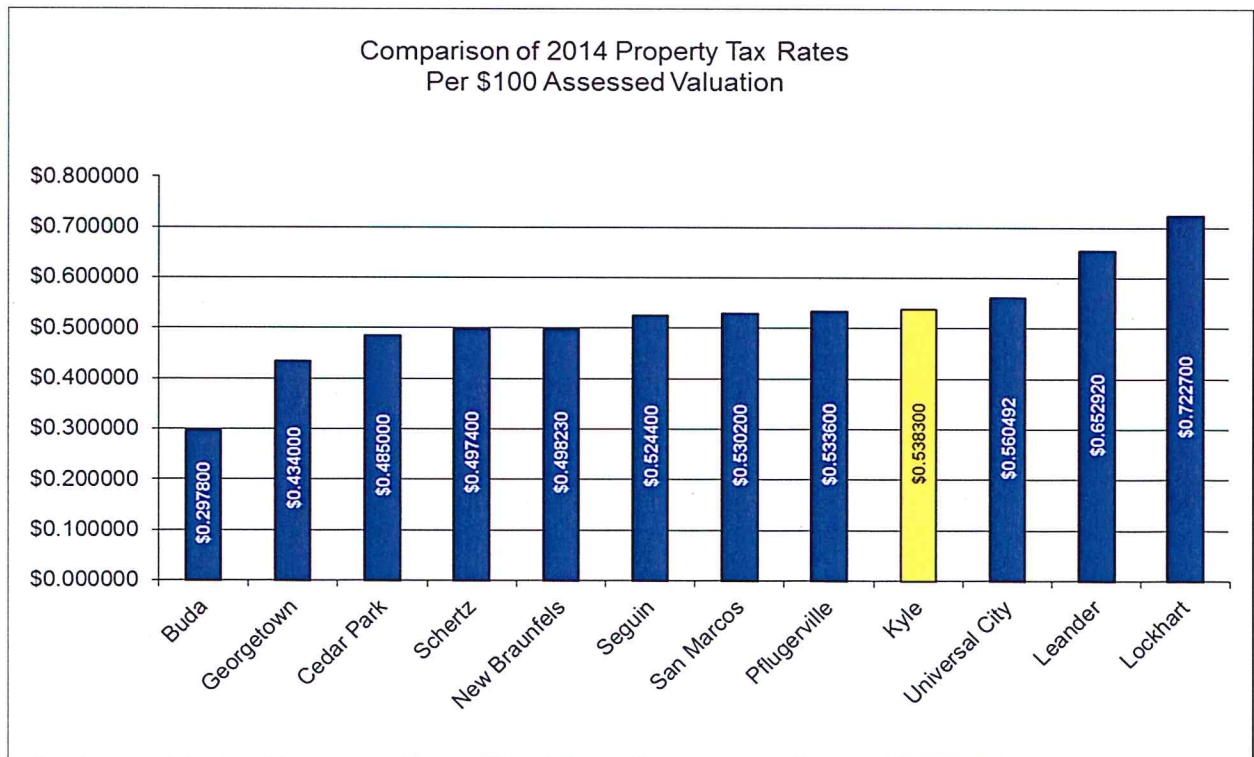
The preliminary property valuations as of July 27, 2015 for tax year 2015 totaled \$1,900,035,485 for all net taxable properties within the City of Kyle including \$123,731,762 from new improvements and \$0 from newly annexed properties. The total net change in 2015 based on preliminary valuation data for properties within the

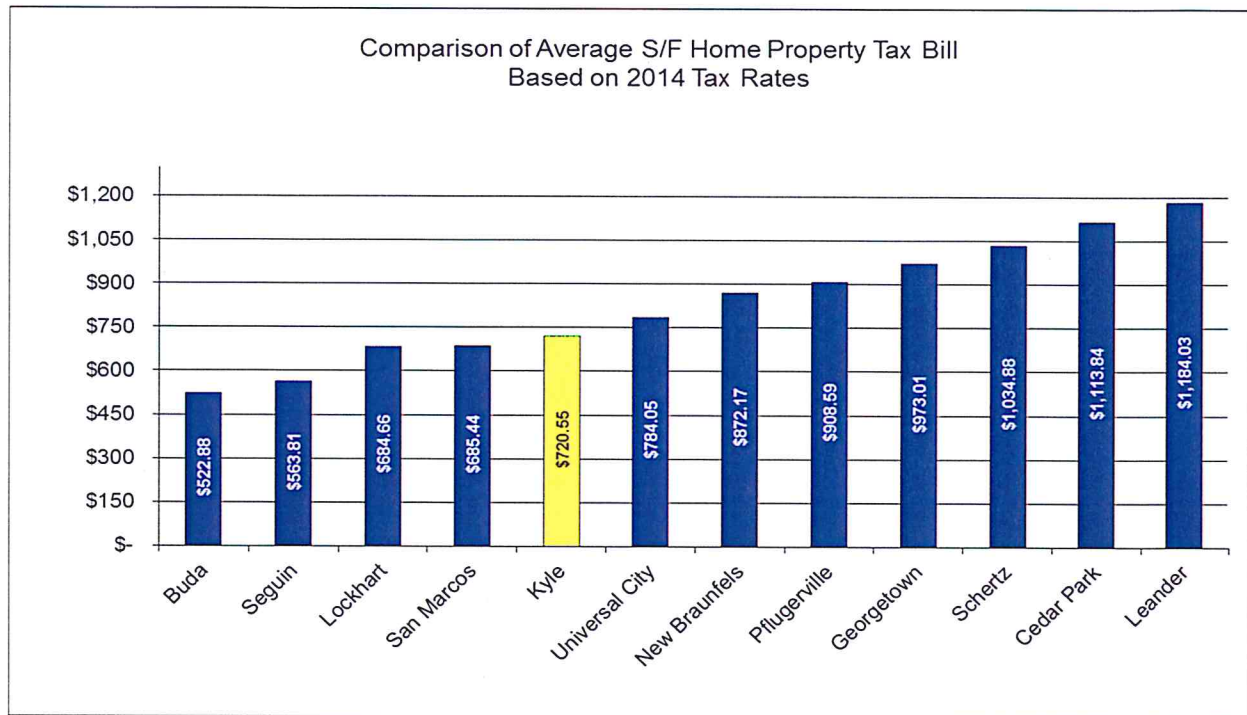
City of Kyle including the Tax Increment Reinvestment Zone (TIRZ) is \$308,151,667 or 18.4 percent increase as compared to the 2014 certified property valuation received last year.

The Maintenance & Operations (M&O) component of property tax revenue is projected at \$5,100,000 for Fiscal Year 2015-16. This is \$940,000 or 22.6 percent increase from the current approved budget. The Maintenance & Operations (M&O) component of the tax rate is being proposed to remain unchanged at \$0.2603 per \$100 of assessed taxable valuation.

The Interest & Sinking (I&S) component of the property tax revenue is projected at \$6,500,000 for Fiscal Year 2015-16. This is \$2,056,000 or 46.3 percent estimated increase from the current approved budget. The Interest & Sinking (I&S) component of the tax rate is proposed to increase by an estimated \$0.0763 to an estimated total of \$0.3543 per \$100 of assessed taxable valuation.

Below are two comparative graphs of current year's property tax rates and average property tax bills of selected surrounding cities:





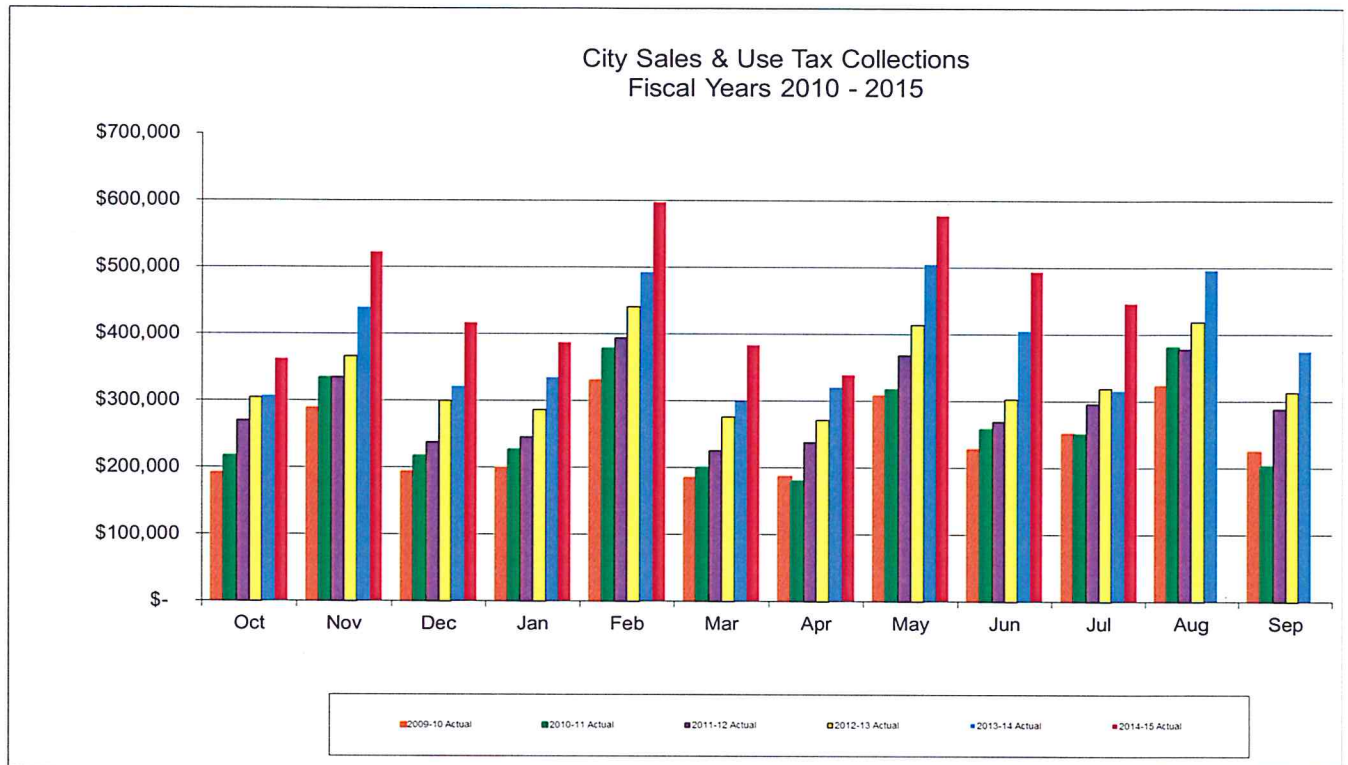
The graph above shows the comparative relationship between adopted tax rates and the average taxable valuation of single-family homes within a community. For example, while cities of Georgetown, Cedar Park, Pflugerville, and New Braunfels have a lower 2014 tax rate than Kyle, each of these communities have a much higher tax bill for the average single-family taxpayer as compared to an average single-family taxpayer in Kyle.

Sales Tax Revenue

Sales tax revenue for Fiscal Year 2015-16 is projected at \$6,700,000, an increase of \$1,528,500 or 29.6 percent from the approved budget for the current fiscal year.

The City has been experiencing above moderate growth in sales tax revenue over the last 12 months and with the addition of the Wal-Mart store earlier this year. We are confidently optimistic that as additional businesses locate their operations in our community, the growth trend is projected to continue into next year.

For Fiscal Year 2015-16, we have assumed a 15.0 percent increase in total sales tax revenue collections over the actual collections in the current fiscal year. A graph showing the City's recent 6-year trend of sales tax receipts for the period October 2010 through July 2015 is presented on the next page:



Solid Waste Service Revenue

For Fiscal Year 2015-16, solid waste service revenue is projected at \$2,837,500, an increase of \$379,700 or 15.5 percent over approved budget for the current fiscal year. Based on the terms of the City’s contract with Texas Disposal Systems, rates for solid waste services is to increase by 3.92 percent effective April 1, 2016.

Development Revenue

This includes development review fees and inspection permit fees. For Fiscal Year 2015-16 total revenue from development review fees and inspection permit fees is projected at \$1,981,300, an increase of \$771,000 or 63.7 percent over approved budget for the current fiscal year.

Recreation Program Revenue

Recreation program revenue for Fiscal Year 2015-16 is projected at \$292,950, an increase of \$9,300 or 3.3 percent over approved budget for the current fiscal year.



### Other Revenue

This revenue source includes franchise fees, court fines, library fees, license fees, other taxes and interest income. Other revenue is projected for Fiscal Year 2015-16 to total \$2,411,100, an increase of \$284,850 or 13.4 percent compared to the current approved budget.

### General Fund Transfer

The General Fund receives an annual transfer of funds from the Water and Wastewater Utility Fund. This is a generally accepted business practice followed by most local governments that own, operate, and maintain a water, wastewater, natural gas, or electric utility system. The transfers are considered payments in lieu of property tax or franchise fees commonly paid to municipal governments by a similar investor-owned utility.

The amount of transfer from the Water and Wastewater Utility Fund to the City's General Fund remains the same for Fiscal Year 2015-16 at \$1,300,000 as is in the current approved budget. The \$1,300,000 transfer to the General Fund is equivalent to 8.2 percent of gross revenue of the Water and Wastewater Utility Fund.

### General Fund Requirements

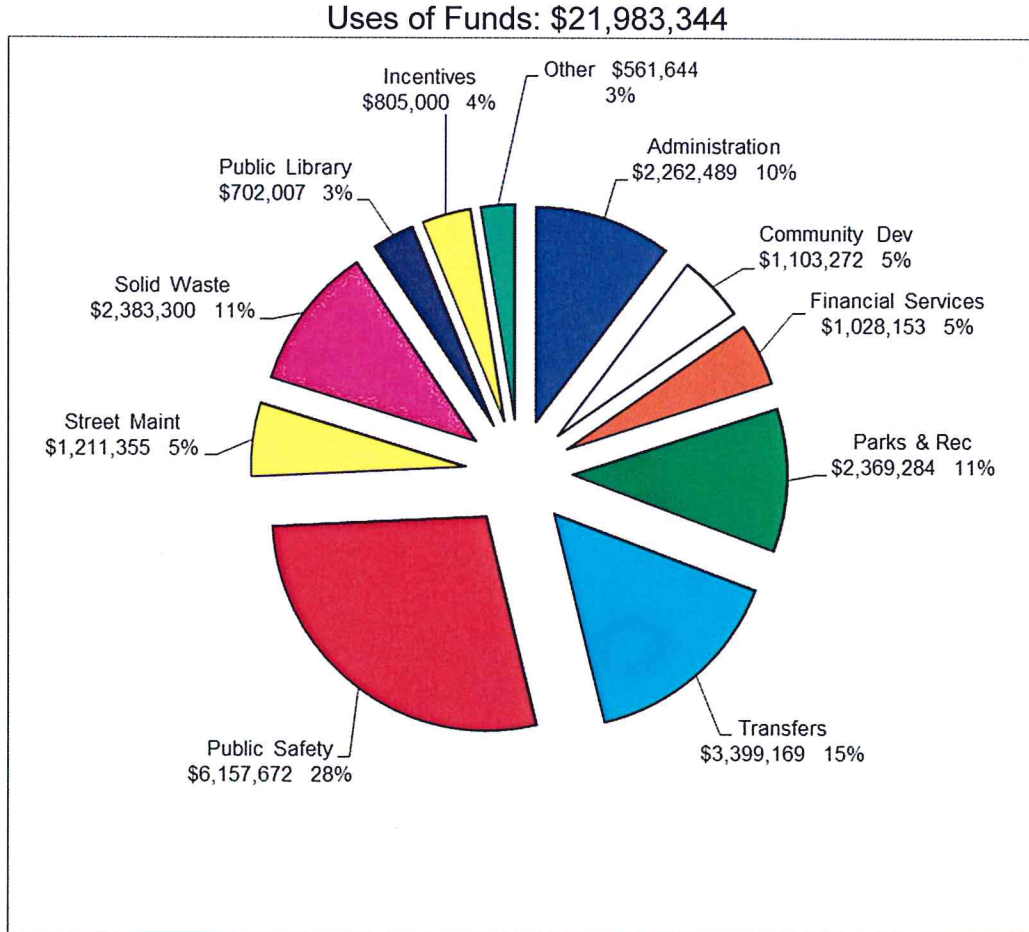
The Proposed Budget for Fiscal Year 2015-16 for the City's General Fund is developed based on the discussions, goals, and direction provided by the City Council during the first budget retreat held on March 28, 2015, the 2015 Household Survey results, and input from city staff.

The Fiscal Year 2015-16 Proposed Budget for the General Fund totals \$21,983,344, a net increase of \$2,679,384 or 13.9 percent from the current approved budget and includes funding for:

- New programs and services to enhance public safety and quality of life
- Park improvements
- Roadway reconstruction and street maintenance
- Police and other vehicles, equipment, and machinery
- Adds 22.25 new positions for police, library, public works, parks, building inspection, etc.
- Deletes 3.0 vacant positions

A detailed listing and associated cost is provided in the budget highlight section on page 2 of this transmittal memorandum as well as in the detailed line item budget for the General Fund.

Below is a graph showing the uses of General Fund revenue for maintenance and operations of the City of Kyle municipal services:



Significant changes and key items in the Proposed Budget for Fiscal Year 2015-16 for the General Fund are as follows:

- \$1,273,674 for 22.25 full time equivalent positions, which includes the following:
  - 5 Police Officer positions
  - 1 Police Officer position converted from grant funding to General Fund
  - 2 Part-time Code Compliance Specialists
  - 4 Part-time Telecommunicator positions (2 FTE; police dispatch)
  - 2 Part-time Record Specialist positions for police (1FTE)
  - 1 Building Inspector
  - 1 Division Manager of Streets Maintenance
  - 2 Street Maintenance Technician positions
  - 2 Part-time Library Assistants (1 FTE)
  - 1 Program/Events Coordinator (0.5 FTE; 50% Gen Fund & 50 % HOT)

- 2 Parks Maintenance Technician positions
- 1 Storm Water Management Plan Administrator
- 1 Project Manager position converted from road bonds to Gen Fund
- 1 Engineer I (0.25 FTE; 25% Gen Fund & 75% Utility Fund)
- 1 Communication Specialist
- 1 Assistant to City Secretary/City Manager
- \$242,823 cost savings in personnel costs by eliminating three full-time vacant positions:
  - City Attorney
  - Community Development Coordinator (PID Manager)
  - Receptionist
- \$78,062 included for pay parity adjustments to parks maintenance and facility, police dispatch, and street maintenance positions.
- \$157,208 is provided for merit increase to positions funded by the General Fund.
- \$86,659 or 42.9 percent reduction in overtime costs planned in the proposed budget for positions funded by the General Fund; current approved budget is \$204,269 and proposed budget totals \$115,330 for next year.
- \$895,120 provided for capital improvement projects including parks, parks master plan, street repairs/improvements, flood study, and traffic control.
- \$850,000 included as funding contribution to the road bond projects.
- \$805,000 included for City's obligations for 380 agreements. This is an increase of \$260,000 from the \$545,000 approved in the current budget.
- \$275,000 for Emergency Medical Services is included. This is at the same level of funding as in the current fiscal year's approved budget. The City's 3-year contract for the provision of emergency medical services expired on September 30, 2014.
- \$420,000 is included for equipment, trucks, police vehicle, and computer equipment for various city departments.
- \$500,000 reduction in transfer to the Emergency Reserve Fund. A change in policy was implemented in the current fiscal year which eliminated the Emergency Reserve Fund and its associated annual funding requirement.
- \$1,250,000 in total accumulated balance in the Emergency Reserve Fund is transferred-in in its entirety to the General Fund in the proposed budget to seed several internal service funds.
- \$29,484 for the Kyle Fire Department. This includes \$5,000 in cash contribution and another \$24,484 for liability insurance coverage for vehicles and buildings and for generator maintenance.
- \$15,000 in continued funding is included in the proposed to pay the Fire Department for plan review services.
- \$50,000 in continued funding is provided for downtown revitalization grants.

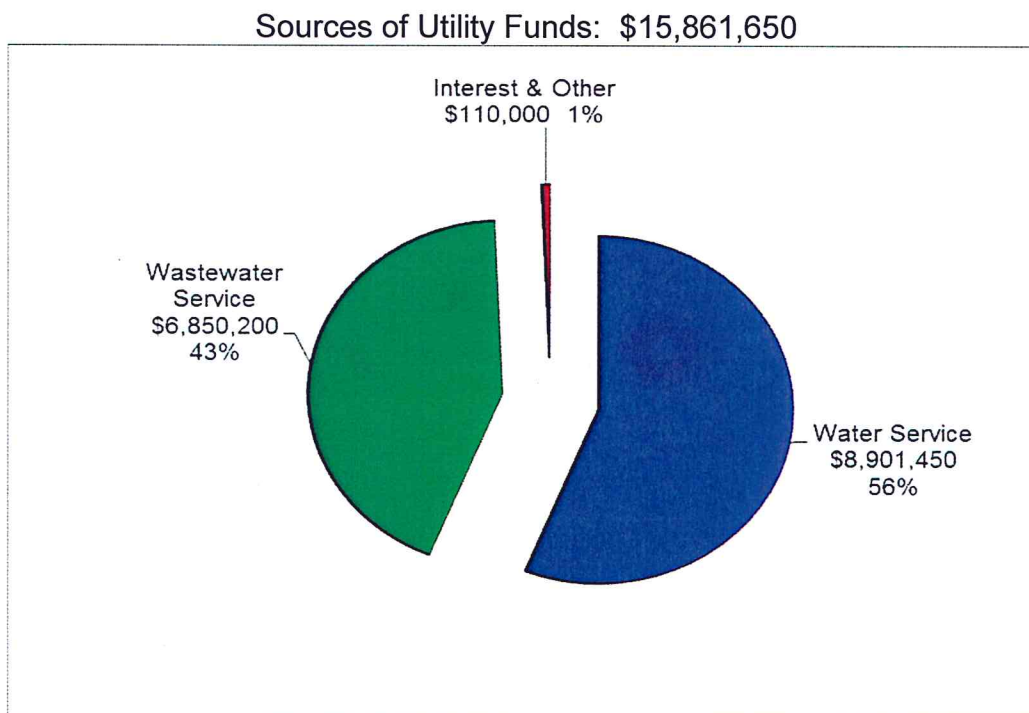
- \$1,529,049 for General Fund's contribution to three Internal Service Funds established for replacement of equipment, fleet, and facilities.

## WATER AND WASTEWATER UTILITY FUND HIGHLIGHTS

### Utility Revenue

The Proposed Budget for Fiscal Year 2015-16 includes no changes in the City's water and wastewater service rates for all utility customers both inside and outside City limits.

The Proposed Budget for the Water and Wastewater Utility Fund totals \$15,861,650 for service revenue, other charges, and transfers-in. This is a net increase of \$2,895,350 or 22.3 percent from the current approved budget. Below is a graph showing projected sources of funds totaling \$15,861,650 for the City's Water and Wastewater Utility Fund for Fiscal Year 2015-16:

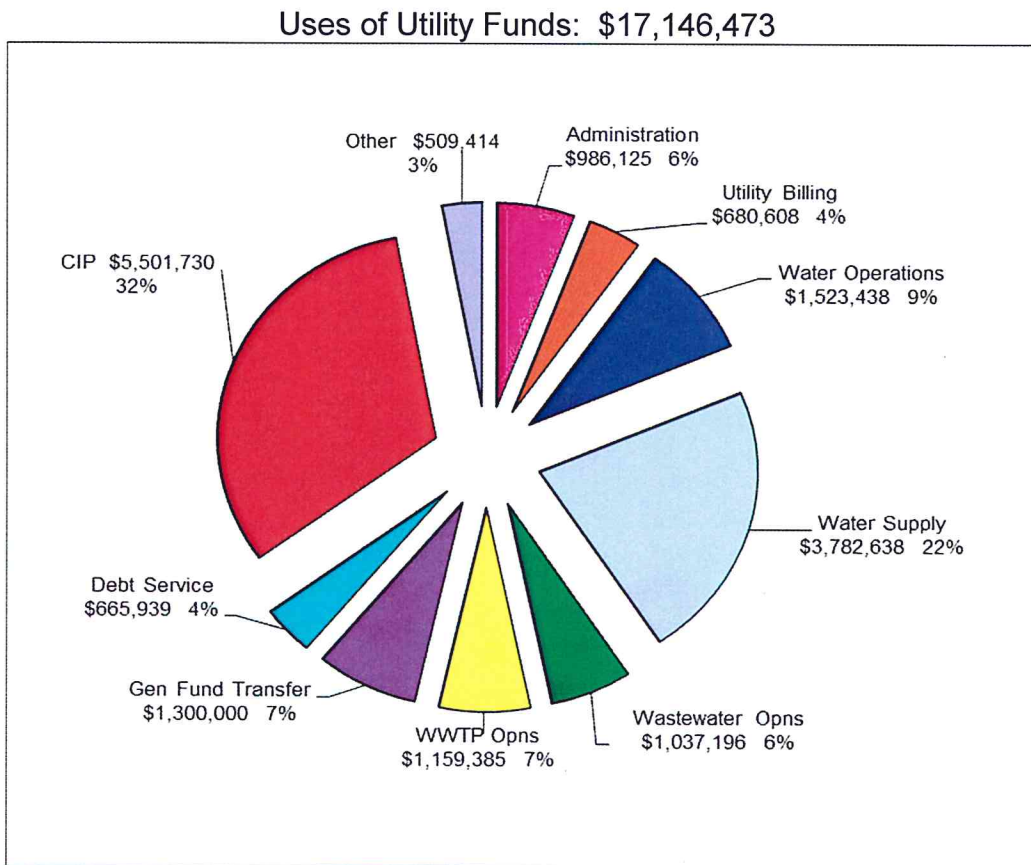


### Expenditures & Other Requirements

The planned expenditures for operations and maintenance and transfers-out totals \$17,146,473 for Fiscal Year 2015-16. Total proposed expenditures and other requirements increased by \$4,145,140 or 32.0 percent from the current approved budget.

The proposed funding provides for the treatment, storage, and distribution of safe potable drinking water by the Water Utility including water supply for fire protection. Similarly, the proposed budget provides funding for the collection and treatment of wastewater by the Wastewater Utility while meeting all regulatory standards and requirements.

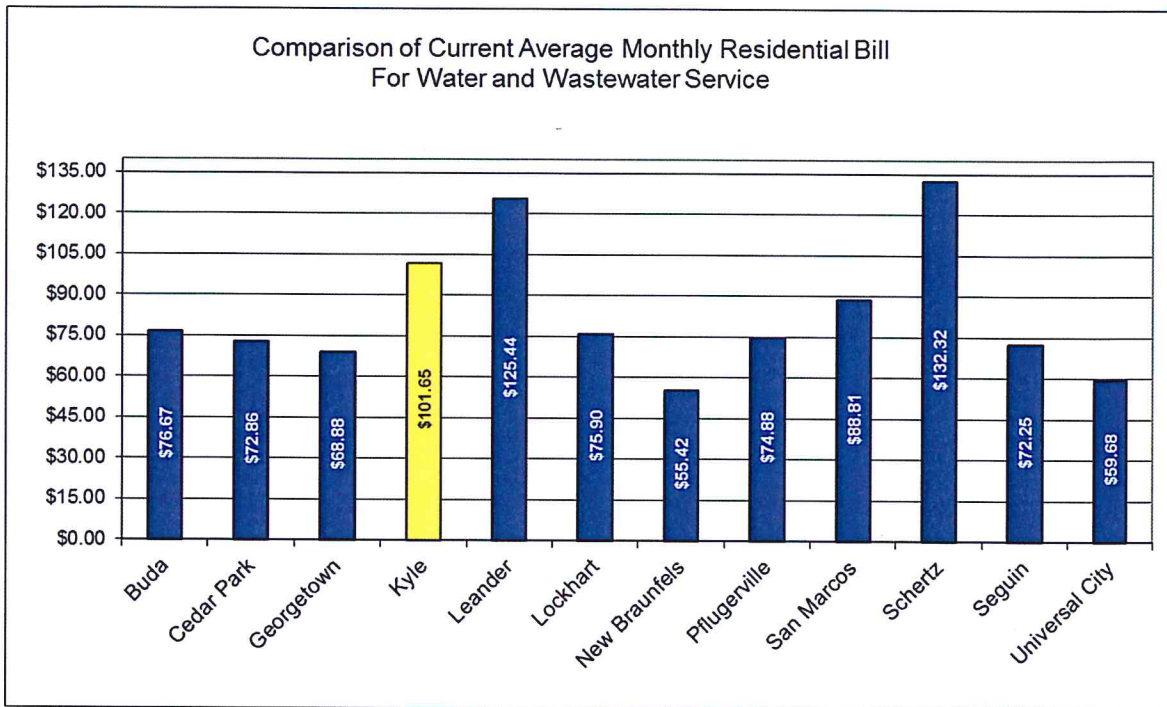
Below is a graph showing projected uses of funds totaling \$17,146,473 for the City's Water and Wastewater Utility Fund for Fiscal Year 2015-16:



### Proposed Water and Wastewater Rates

No changes in the City's water and wastewater service rates for utility customers both inside and outside City limits is being proposed in the City's Budget for Fiscal Year 2015-16.

A comparison of monthly average residential bill for 6,500 gallons of water usage and 5,500 gallons for wastewater service based on current approved rates is provided on the following page:



Significant Changes Affecting Water and Wastewater Utility Expenditures

The Proposed Budget for Fiscal Year 2015-16 for the Water and Wastewater Utility Fund increased overall by \$4,145,140 or 32.0 percent to \$17,146,473 as compared to \$12,971,333 in the current approved budget.

The projected cost increases are primarily for the following items and or functions:

- \$3,000,000 for acquisition of the wastewater treatment plant.
- \$500,000 for treatment plant repairs/upgrade based on inspection and condition assessment.
- \$1,159,385 for wastewater treatment plant maintenance and operations; the City is taking ownership effective October 1, 2015 including funding for three new positions.
  - 1 Chief Wastewater Plant Operator
  - 1 Plant Operator
  - 1 Assistant Plant Operator
- \$2,005,889 reduction in wastewater operations primarily due to elimination of monthly operating costs paid to AquaTexas for the wastewater treatment plant.
- \$1,076,730 is provided for water and wastewater infrastructure improvements associated with the North Burleson Street improvement project.
- \$148,000 for equipment and trucks.
- \$60,488 included for pay parity adjustments to utility technician positions.

- \$40,858 included for reclassification of Division Manager of Treatment & Operations and Division Manager of Distribution & Collections positions.
- \$59,413 is provided for merit increase to positions funded by the Water and Wastewater Utility Fund.
- \$1,300,000 included for transfer to the General Fund. The transfer amount equals 8.2 percent of the gross revenue of the City's Water and Wastewater Utility. The proposed transfer amount of \$1,300,000 is maintained at the same level as in the current approved budget.
- \$194,600 for Water and Wastewater Utility Fund's contribution to three Internal Service Funds established for replacement of equipment, fleet, and facilities.

#### DOWNTOWN REVITALIZATION GRANTS

Continued funding in the amount of \$50,000 is provided for the City's Downtown Revitalization Grants program in the Proposed Budget for Fiscal Year 2015-16.

#### GRANT FUNDED EMPLOYEE POSITIONS

The Proposed Budget for Fiscal Year 2015-16 includes two full time positions in the Police Department to be funded from grant programs. Based on the feedback that the City has received to date from the grantor agencies, the assumption used in the development of the proposed budget is that the City will receive funding next fiscal year to fund these two positions in the Police Department and the City's funding contribution for the two positions are as follows:

- |                                  |                             |          |
|----------------------------------|-----------------------------|----------|
| 1. Victims Services Coordinator: | Grant funded at 65% =       | \$33,965 |
|                                  | City's required 35% match = | \$21,965 |
| 2. Juvenile Justice Officer:     | Grant funded at 100% =      | \$65,348 |

However, it is important to note that should funding for both these grants are not made available to the City next fiscal year, both of these full-time positions, would have to be eliminated or an alternate source of revenue would have to be identified to provide continued funding.

The Proposed Budget for Fiscal Year 2015-16 also includes funding for converting the Mental Health Officer position from grant funded to the General Fund. This position was partially funded by a grant program in the current approved budget and the grant funding for this position will be discontinued in FY 2015-16.

## CAPITAL IMPROVEMENTS PROGRAM (CIP)

The Proposed Budget for Fiscal Year 2015-16 includes \$42,107,926 in funding from various funding sources for major capital improvement projects that are either currently in progress or will be initiated next fiscal year. A number of these capital projects are highlighted in the previous sections of this budget transmittal and are also shown in detail including the funding source in the budget document.

The following capital improvement projects (CIP) totaling \$42,107,926 are provided in the Proposed Budget for Fiscal Year 2015-16:

1. Citywide Beautification	\$ 75,000
2. Park Improvement – City Square	50,000
3. Park Improvement – Gregg- Clarke	145,000
4. Park Improvement – Master Plan Update	45,000
5. Street Improvement/Repairs	500,000
6. Sidewalk/Bicycle Lane FM 2770/RM 150	776,458
7. GBRA Flood Study	25,120
8. Traffic Control at Bunton Creek/Dacy Lane	275,000
9. Water Line Upgrades/Replacements	300,000
10. Water Tank Rehabilitation	500,000
11. Water Line Pumphouse Rd/Melinda Lane	120,000
12. Water Line Stagecoach/Scott/Opal	185,000
13. County Line Water System Inter-Connect	150,000
14. Monarch Water System Inter-Connect	70,000
15. Wastewater Line Upgrades/Replacements	500,000
16. List Station Retrofit for SCADA	125,000
17. Acquisition of Wastewater Treatment Plant	3,000,000
18. Wastewater Treatment Plant Upgrade	500,000
19. Southside Wastewater Collection System	3,983,725
20. Wastewater Line – Cypress/GLO	500,000
21. Elliott Branch Wastewater Interceptor	200,000
22. Blanton Wastewater Line (W 3 <sup>rd</sup> St)	600,000
23. Center Street Village Wastewater Study	100,000
24. Wastewater Treatment Plant Expansion	5,395,250
25. Bunton Creek Road	4,525,150
26. Bunton IH-35 Water Upgrade	101,562
27. Bunton Creek Wastewater Brandi/Bank	191,700
28. Bunton Creek Wastewater Dacy/Extreme	178,836
29. Goforth Road	7,830,915
30. Goforth Road Extension (Eng/ROW Acq)	429,230
31. Lehman Road	4,245,225
32. Marketplace Avenue	4,245,339



33. North Burleson Street	1,355,736
34. Burleson Water/Wastewater Utilities	600,000
35. Burleson Water/Wastewater Service	<u>283,680</u>
Total:	<u>\$42,107,926</u>

CAPITAL OUTLAY (NON CIP)

The Proposed Budget for Fiscal Year 2015-16 includes \$688,225 for non-CIP capital items and the breakdown by department is provided below. A complete list of vehicle and equipment proposed for purchase by funding source is provided in the budget document.

1. Building Inspection	\$ 22,000
2. Engineering Services	30,000
3. Information Technology	37,724
4. Parks & Recreation	73,000
5. Community Development (Planning)	12,500
6. Police	75,000
7. Public Works – Street	170,000
8. Public Works – Water/Wastewater	148,001
9. Council Chambers Audio/Video	<u>120,000</u>
Total:	<u>\$ 688,225</u>

REAPPROPRIATION FOR SELECTED ENCUMBRANCES

The Proposed Budget for Fiscal Year 2015-16 includes department requests to roll forward unspent appropriations totaling \$2,489,236 primarily for CIP related contracts currently underway. This will provide continued funding for outstanding contractual commitments of the City.

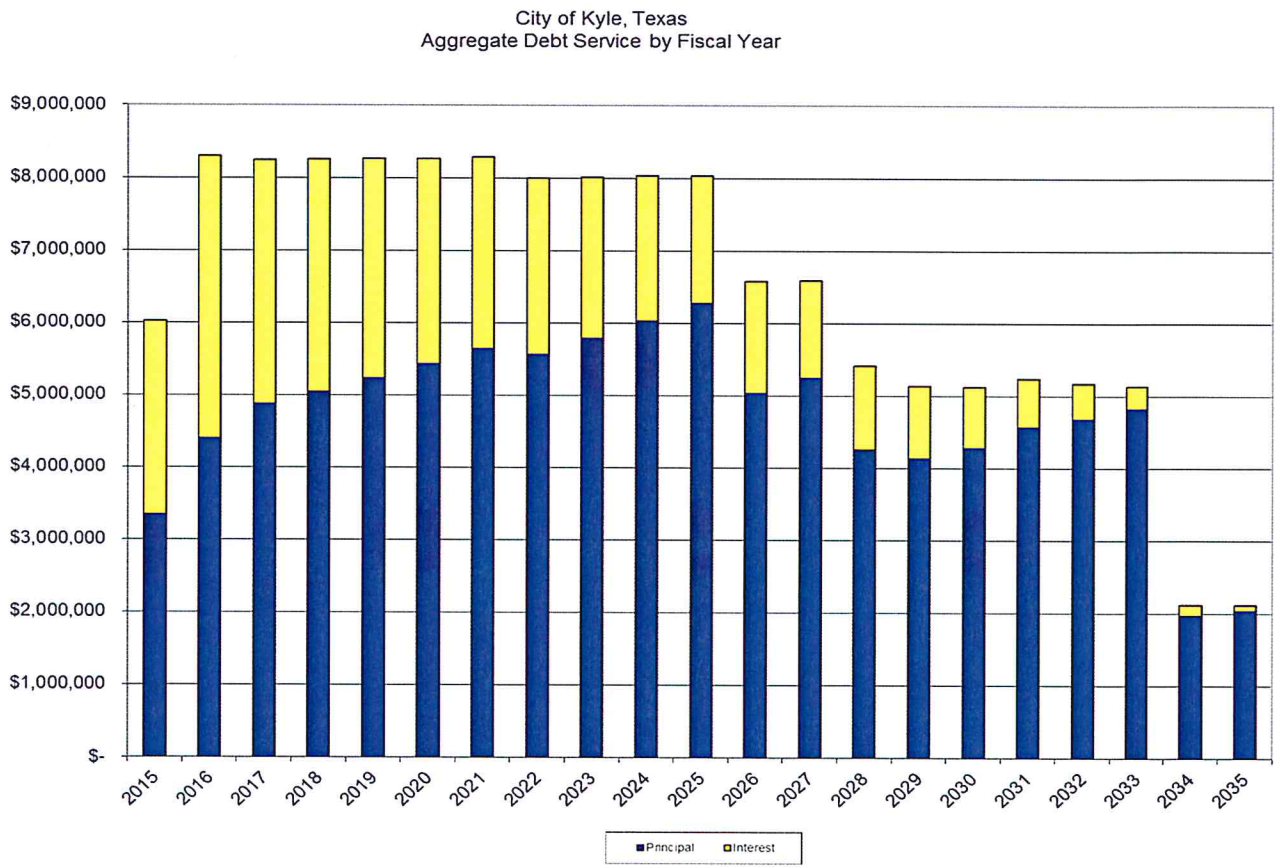
A complete listing of all contracts with a description of the associated projects and amounts planned to be rolled forward to Fiscal Year 2015-16 is provided in the budget document.

DEBT SERVICE REQUIREMENTS

As of October 1, 2015, beginning of Fiscal Year 2015-16, \$95,355,000 in total debt (principal only) will be outstanding. In addition, interest costs will total approximately \$34,940,296 on the principal amount outstanding as of October 1, 2015 if carried until final maturity dates.

Debt service payments due in Fiscal Year 2015-16 on the total outstanding debt is \$8,294,605 for principal and interest, a net increase of \$2,275,558 or 37.8 percent from \$6,019,046 due in the current fiscal year. This increase is primarily associated with the second and final series of bonds issued for the five road improvement projects.

The graph below shows the City's annual aggregate debt service payments for all outstanding debt by fiscal year. The aggregate annual payments include principal and interest due each February and August. Detailed debt service schedules for individual bond series are provided in the Fiscal Year 2015-16 budget document.



Total amount of debt outstanding as of October 1, 2015 and the debt service payments (principal and interest) due in Fiscal Year 2015-16 for the respective City Funds are as follows:

<u>Total Debt</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
General Fund:	\$67,073,112	\$26,436,346	\$ 93,509,458
Utility Fund:	4,398,349	1,628,523	6,026,872
TIRZ Fund:	23,847,664	6,874,800	30,722,464
Hotel Occupancy Tax Fund:	35,875	628	36,503
Total Debt Outstanding:	<u>\$95,355,000</u>	<u>\$34,940,297</u>	<u>\$130,295,297</u>

<u>2016 Debt Service Payments</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
General Fund:	\$2,788,522	\$2,875,909	\$5,664,431
Utility Fund:	485,323	180,616	665,939
TIRZ Fund:	1,090,280	837,452	1,927,732
Hotel Occupancy Tax Fund:	35,875	628	36,503
Total Debt Service:	<u>\$4,400,000</u>	<u>\$3,894,605</u>	<u>\$8,294,605</u>

PROPOSED BUDGET FOR ALL OTHER CITY FUNDS

With the exception of the City’s two major operating Funds, the General Fund and the Water and Wastewater Utility Fund, the remaining twenty-nine (29) Funds are shown individually but categorized as all Other City Funds in the budget document.

The Proposed Budget for Fiscal Year 2015-16 includes appropriations for revenue, expenditures, transfers, and estimated ending fund balances in the special revenue and other restricted City Funds listed below as Other City Funds.

Proposed expenditures for all Other City Funds total \$50,803,860 for Fiscal Year 2015-16. Adoption of the Proposed Budget for Fiscal Year 2015-16 by the City Council will include appropriation authorizations for revenue and expenditures accounted for in all Other City Funds.

A detailed Fund Summary showing beginning fund balance, revenue and other sources of funds, expenditures and other uses of funds, and estimated ending fund balance is provided for each individual Fund in the Proposed Fiscal Year 2015-16 budget document. All Other City Funds include the following:

1. General Fund – CIP (Fund 111)
2. Emergency Reserve Fund (Fund 112)
3. Street Maintenance & Improvement Fund (Fund 115)
4. Computer/Equipment Replacement Fund (Fund 116)
5. Fleet Replacement Fund (Fund 117)
6. Facility Replacement Fund (Fund 118)
7. Transportation Fund (Fund 127)
8. Police Forfeiture Fund (Fund 131)

9. Police Special Revenue Fund (Fund 132)
10. Court Special Revenue Fund (Fund 133)
11. Hotel Occupancy Fund (Fund 135)
12. Debt Service Fund (Fund 151)
13. TIRZ Debt Service Fund (Fund 152)
14. Park Development Fund (Fund 172)
15. 2008 CO Bond Fund (Fund 184)
16. 2013 GO Bond Fund (Fund 188)
17. 2014 Tax Notes Fund (Fund 190)
18. 2015 GO Bond Fund (Fund 192)
19. Water CIP Fund (Fund 332)
20. Water Impact Fee Fund (Fund 332)
21. Wastewater CIP Fund (Fund 342)
22. Wastewater Impact Fee Fund (Fund 342)
23. Train Depot Donation Fund (Fund 412)
24. Mental Health Services Grant Fund (Fund 413)
25. Victims Coordinator Grant Fund (Fund 414)
26. Juvenile Justice Grant Fund (Fund 419)
27. Public Education & Government Fund (Fund 450)
28. OPEB Trust Fund (Fund 810)
29. General Government Fixed Assets Fund (Fund 910)

## BUDGET SUMMARY

In closing, I want to emphasize that the Proposed Budget for Fiscal Year 2015-16 provides funding for enhanced programs and service delivery to Kyle homeowners, residents, and businesses based on the discussions, goals, and direction provided by the City Council during its budget retreat on March 28, 2015.

I want to thank the Mayor and City Council for their policy discussions and direction provided over the past few months especially during the City Council budget retreat. I also want to thank all City employees for their continued commitment and dedicated service to our community.

I am looking forward to the City Council's second budget retreat on August 1, 2015, public hearings, and budget meetings scheduled during the months of August and September for the adoption of the City's Budget for Fiscal Year 2015-16.

Respectfully submitted,



J. Scott Sellers, CPM, ICMA-CM  
City Manager

Mayor and City Council Members  
Proposed Budget for Fiscal Year 2015-16  
July 31, 2015

## Attachments

cc: James R. Earp, CPM, Assistant City Manager  
Frank Garza & Cody Faulk, City Attorneys  
Amelia Sanchez, City Secretary  
All Department Directors

City of Kyle, Texas  
Summary of Proposed Budget  
For Fiscal Year 2015-16

	General Fund 110	General Fund CIP Projects Fund 111	Emergency Reserve Fund 112	Utility Fund 310	Street Maint. & Improvement Fund 115	Computer/Equip Replacement Fund 116	Fleet Replacement Fund 117	Facility Replacement Fund 118
1. Beginning Balance	\$ 8,813,885	\$ -	\$ 1,250,000	\$ 9,021,753	\$ 506,288	\$ -	\$ -	\$ -
2. Revenue	\$ 19,389,850	\$ -	\$ -	\$ 15,861,650	\$ 90,500	\$ -	\$ -	\$ -
3. Transfers-in	2,593,494	1,070,120	-	-	-	194,828	737,127	684,429
4. Total Revenue & Transfers-in:	<u>\$ 21,983,344</u>	<u>\$ 1,070,120</u>	<u>\$ -</u>	<u>\$ 15,861,650</u>	<u>\$ 90,500</u>	<u>\$ 194,828</u>	<u>\$ 737,127</u>	<u>\$ 684,429</u>
5. Expenditures	\$ 18,569,475	\$ 1,070,120	\$ -	\$ 9,452,704	\$ -	\$ -	\$ -	\$ -
6. Transfers-Out	3,413,869	-	1,250,000	7,693,769	-	-	-	-
7. Total Expenditures & Transfers-Out:	<u>\$ 21,983,344</u>	<u>\$ 1,070,120</u>	<u>\$ 1,250,000</u>	<u>\$ 17,146,473</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
8. Revenue in Excess of Expenditures	<u>\$ (0)</u>	<u>\$ -</u>	<u>\$ (1,250,000)</u>	<u>\$ (1,284,823)</u>	<u>\$ 90,500</u>	<u>\$ 194,828</u>	<u>\$ 737,127</u>	<u>\$ 684,429</u>
9. Estimated Ending Balance:	<u>\$ 8,813,885</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 7,736,930</u>	<u>\$ 596,788</u>	<u>\$ 194,828</u>	<u>\$ 737,127</u>	<u>\$ 684,429</u>

City of Kyle, Texas  
Summary of Proposed Budget  
For Fiscal Year 2015-16

	Transportation Fund 127	Police Forfeiture Fund 131	Police Sp. Revenue Fund 132	Court Special Rev. Fund 133	Hotel Occupancy Fund 135	Debt Service Fund 151	TIRZ Debt Service Fund 152	Park Development Fund 172	2008 CO Bond Fund 184
1. Beginning Balance	\$ -	\$ 9,509	\$ 10,649	\$ 168,227	\$ 142,604	\$ 622,010	\$ -	\$ 162,682	\$ 659,489
2. Revenue	\$ 776,458	\$ -	\$ 3,000	\$ 63,000	\$ 208,250	\$ 6,565,000	\$ 438,950	\$ -	\$ -
3. Transfers-in	-	-	-	-	-	702,442	1,488,800	-	-
4. Total Revenue & Transfers-in:	<u>\$ 776,458</u>	<u>\$ -</u>	<u>\$ 3,000</u>	<u>\$ 63,000</u>	<u>\$ 208,250</u>	<u>\$ 7,267,442</u>	<u>\$ 1,927,750</u>	<u>\$ -</u>	<u>\$ -</u>
5. Expenditures	\$ 776,458	\$ -	\$ -	\$ 50,000	\$ 88,000	\$ 6,366,875	\$ 1,927,731	\$ 145,000	\$ -
6. Transfers-Out	-	-	-	18,600	136,396	1,488,800	-	-	-
7. Total Expenditures & Transfers-Out:	<u>\$ 776,458</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 68,600</u>	<u>\$ 224,396</u>	<u>\$ 7,855,675</u>	<u>\$ 1,927,731</u>	<u>\$ 145,000</u>	<u>\$ -</u>
8. Revenue in Excess of Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,000</u>	<u>\$ (5,600)</u>	<u>\$ (16,146)</u>	<u>\$ (588,233)</u>	<u>\$ 19</u>	<u>\$ (145,000)</u>	<u>\$ -</u>
9. Estimated Ending Balance:	<u><u>\$ -</u></u>	<u><u>\$ 9,509</u></u>	<u><u>\$ 13,649</u></u>	<u><u>\$ 162,627</u></u>	<u><u>\$ 126,458</u></u>	<u><u>\$ 33,777</u></u>	<u><u>\$ 19</u></u>	<u><u>\$ 17,682</u></u>	<u><u>\$ 659,489</u></u>

City of Kyle, Texas  
Summary of Proposed Budget  
For Fiscal Year 2015-16

	2013 GO Bond Fund 188	2014 Tax Notes 190	2015 GO Bond Fund 192	Water CIP Fund 331	Water Impact Fee Fund 332	Wastewater CIP Fund 341	Wastewater Impact Fee Fund 342	Train Depot Renovation Donation 412	Mental Health Svcs Grant 413
1. Beginning Balance	\$ 2,189,029	\$ 96,958	\$ 30,480,000	\$ 279,217	\$ 1,393,370	\$ -	\$ 7,320,125	\$ -	\$ (15,978)
2. Revenue	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ 3,100,000	\$ -	\$ -
3. Transfers-in	-	-	1,926,730	300,000	-	4,125,000	-	-	-
4. Total Revenue & Transfers-in:	\$ -	\$ -	\$ 1,926,730	\$ 300,000	\$ 1,000,000	\$ 4,125,000	\$ 3,100,000	\$ -	\$ -
5. Expenditures	\$ 1,519,276	\$ -	\$ 22,468,097	\$ 300,000	\$ 1,025,000	\$ 4,125,000	\$ 10,778,975	\$ -	\$ -
6. Transfers-Out	-	-	-	-	-	-	-	-	-
7. Total Expenditures & Transfers-Out:	\$ 1,519,276	\$ -	\$ 22,468,097	\$ 300,000	\$ 1,025,000	\$ 4,125,000	\$ 10,778,975	\$ -	\$ -
8. Revenue in Excess of Expenditures	\$ (1,519,276)	\$ -	\$ (20,541,367)	\$ -	\$ (25,000)	\$ -	\$ (7,678,975)	\$ -	\$ -
9. Estimated Ending Balance:	\$ 669,753	\$ 96,958	\$ 9,938,633	\$ 279,217	\$ 1,368,370	\$ -	\$ (358,850)	\$ -	\$ (15,978)



City of Kyle, Texas  
Summary of Proposed Budget  
For Fiscal Year 2015-16

	Victims Coordinator Grant 414	Juvenile Justice Grant Fund 419	Public Educational & Government 450	OPEB Trust Fund 810	General Gov't Fixed Assets 910	Total Fund Balance
1. Beginning Balance	\$ 40,678	\$ -	\$ 139,216	\$ 339,804	\$ 93,251,482	\$ 156,880,996
2. Revenue	\$ 33,965	\$ 70,948	\$ 35,000	\$ -	\$ -	\$ 47,636,571
3. Transfers-in	21,965	-	-	156,500	-	14,001,434
4. Total Revenue & Transfers-in:	<u>\$ 55,930</u>	<u>\$ 70,948</u>	<u>\$ 35,000</u>	<u>\$ 156,500</u>	<u>\$ -</u>	<u>\$ 61,638,005</u>
5. Expenditures	\$ 55,670	\$ 70,948	\$ 120,000	\$ 16,710	\$ -	\$ 78,926,039
6. Transfers-Out	-	-	-	-	-	14,001,434
7. Total Expenditures & Transfers-Out:	<u>\$ 55,670</u>	<u>\$ 70,948</u>	<u>\$ 120,000</u>	<u>\$ 16,710</u>	<u>\$ -</u>	<u>\$ 92,927,473</u>
8. Revenue in Excess of Expenditures	<u>\$ 260</u>	<u>\$ -</u>	<u>\$ (85,000)</u>	<u>\$ 139,790</u>	<u>\$ -</u>	<u>\$ (31,289,468)</u>
9. Estimated Ending Balance:	<u>\$ 40,938</u>	<u>\$ -</u>	<u>\$ 54,216</u>	<u>\$ 479,594</u>	<u>\$ 93,251,482</u>	<u>\$ 125,591,529</u>

**City of Kyle, Texas  
Fund Summary Budget Status Report  
GENERAL FUND**

	<u>Actual 2012-13</u>	<u>Actual 2013-14</u>	<u>Approved Budget 2014-15</u>	<u>Year to Date w/Encumbrance 5/31/2015</u>	<u>Current Year Estimate 2014-15</u>	<u>Total Proposed Budget 2015-16</u>	<u>Proposed \$ Increase(Decrease) From FY 2014-15 Approved Budget</u>	<u>Proposed % Increase(Decrease) From FY 2014-15 Approved Budget</u>
<b>BEGINNING FUND BALANCE</b>	\$ 4,723,304	\$ 5,976,051	\$ 8,522,764	\$ 8,522,764	\$ 8,522,764	\$ 8,813,885		
<b>REVENUE</b>								
General Revenue								
1 Property Taxes	\$ 3,958,060	\$ 4,219,226	\$ 4,225,000	\$ 4,383,234	\$ 4,383,235	\$ 5,167,000	\$ 942,000	22.30%
2 Sales Taxes	4,008,733	4,611,401	5,171,500	3,445,419	5,644,246	6,700,000	1,528,500	29.56%
3 Other Taxes	26,053	36,656	35,000	169,440	258,659	296,700	261,700	747.71%
4 Gross Receipts & Franchise Fees	938,866	1,008,670	1,043,000	424,706	1,072,413	1,160,000	117,000	11.22%
5 Charges for Services	2,192,622	2,354,677	2,457,800	1,669,229	2,516,517	2,837,500	379,700	15.45%
6 Fines and Forfeitures	715,293	910,228	899,000	495,320	759,470	780,900	(118,100)	-13.14%
7 Licenses, Fees and Permits	1,938	2,398	2,850	1,819	2,728	3,500	650	22.81%
8 Library Revenue	57,249	60,360	58,200	43,008	59,558	60,500	2,300	3.95%
9 Interest and Other	97,320	236,163	88,200	52,619	75,837	109,500	21,300	24.15%
Total General Revenue:	<u>\$ 11,996,133</u>	<u>\$ 13,439,780</u>	<u>\$ 13,980,550</u>	<u>\$ 10,684,793</u>	<u>\$ 14,772,663</u>	<u>\$ 17,115,600</u>	<u>\$ 3,135,050</u>	<u>22.42%</u>
Community Development Revenue								
10 Construction Inspection	\$ 659,814	\$ 1,141,180	\$ 908,200	\$ 870,591	\$ 1,305,886	\$ 1,415,500	\$ 507,300	55.86%
11 Land Use Planning & Review	331,871	354,294	302,100	360,475	540,712	565,800	263,700	87.29%
Total Community Development Revenue:	<u>\$ 991,685</u>	<u>\$ 1,495,474</u>	<u>\$ 1,210,300</u>	<u>\$ 1,231,065</u>	<u>\$ 1,846,598</u>	<u>\$ 1,981,300</u>	<u>\$ 771,000</u>	<u>63.70%</u>
Recreation Programs Revenue								
12 Recreation Program	\$ 143,576	\$ 144,050	\$ 207,400	\$ 62,356	\$ 204,478	\$ 203,000	\$ (4,400)	-2.12%
13 Special Events	22,769	34,197	26,250	24,681	40,071	35,450	9,200	35.05%
14 Swimming Pool	62,262	54,887	50,000	5,947	14,079	54,500	4,500	9.00%
Total Recreation Programs Revenue:	<u>\$ 228,608</u>	<u>\$ 233,133</u>	<u>\$ 283,650</u>	<u>\$ 92,984</u>	<u>\$ 258,628</u>	<u>\$ 292,950</u>	<u>\$ 9,300</u>	<u>3.28%</u>
<b>TOTAL REVENUE</b>	<u>\$ 13,216,425</u>	<u>\$ 15,168,387</u>	<u>\$ 15,474,500</u>	<u>\$ 12,008,843</u>	<u>\$ 16,877,888</u>	<u>\$ 19,389,850</u>	<u>\$ 3,915,350</u>	<u>25.30%</u>
Transfers In:								
15 Utility Fund	\$ 1,335,000	\$ 1,300,000	\$ 1,300,000	\$ 866,667	\$ 1,300,000	\$ 1,300,000	\$ -	0.00%
16 Court Special Revenue	13,500	17,500	18,250	12,167	18,250	18,600	350	1.92%
17 Grant Fund	-	9,146	-	-	-	-	-	0.00%
18 Emergency Reserve Fund	-	-	-	-	-	1,250,000	1,250,000	0.00%
19 Hotel Occupancy Fund	-	-	-	-	-	24,894	24,894	0.00%
20 General Fund (Community Development)	-	-	-	-	-	-	-	0.00%
21 General Fund (Recreation Programs)	-	-	-	-	-	-	-	0.00%
Total Transfer In:	<u>\$ 1,348,500</u>	<u>\$ 1,326,646</u>	<u>\$ 1,318,250</u>	<u>\$ 878,833</u>	<u>\$ 1,318,250</u>	<u>\$ 2,593,494</u>	<u>\$ 1,275,244</u>	<u>96.74%</u>
<b>TOTAL REVENUE AND TRANSFERS IN:</b>	<u>\$ 14,564,926</u>	<u>\$ 16,495,033</u>	<u>\$ 16,792,750</u>	<u>\$ 12,887,676</u>	<u>\$ 18,196,138</u>	<u>\$ 21,983,344</u>	<u>\$ 5,190,594</u>	<u>30.91%</u>

	Actual 2012-13	Actual 2013-14	Approved Budget 2014-15	Year to Date w/Encumbrance 5/31/2015	Current Year Estimate 2014-15	Total Proposed Budget 2015-16	Proposed \$ Increase(Decrease) From FY 2014-15 Approved Budget	Proposed % Increase(Decrease) From FY 2014-15 Approved Budget
<b>EXPENDITURES</b>								
Administration								
1 Mayor and Council	\$ 43,691	\$ 63,664	\$ 75,534	\$ 47,276	\$ 69,662	\$ 74,322	\$ (1,212)	-1.60%
2 Office of the City Manager	523,413	549,813	818,886	509,311	751,015	779,118	(39,768)	-4.86%
3 Human Resources	238,481	263,030	341,745	197,373	312,181	267,889	(73,856)	-21.61%
4 Information Technology	422,660	460,437	587,384	458,131	576,087	745,645	158,261	26.94%
5 Office of Chief of Staff	111,716	162,606	201,727	147,606	196,327	395,515	193,788	96.06%
Total Administration:	\$ 1,339,961	\$ 1,499,550	\$ 2,025,276	\$ 1,359,697	\$ 1,905,273	\$ 2,262,489	\$ 43,425	2.14%
Community Development								
6 Building Inspection	\$ 395,382	\$ 419,733	\$ 479,750	\$ 286,448	\$ 467,729	\$ 501,023	\$ 21,273	4.43%
7 Planning	261,862	260,652	353,723	201,001	297,924	307,968	(45,755)	-12.94%
8 Economic Development	191,719	215,472	421,050	235,625	396,936	296,781	(124,269)	-29.51%
Total Community Development	\$ 848,963	\$ 895,857	\$ 1,254,523	\$ 723,073	\$ 1,162,590	\$ 1,105,772	\$ 88,462	7.05%
Financial Services								
9 Budget & Accounting	\$ 540,942	\$ 557,411	\$ 768,037	\$ 425,884	\$ 639,804	\$ 712,978	\$ (55,059)	-7.17%
10 Municipal Court	729,009	449,972	299,560	192,968	277,261	315,175	15,615	5.21%
Total Financial Services:	\$ 1,269,952	\$ 1,007,383	\$ 1,067,597	\$ 618,853	\$ 917,065	\$ 1,028,153	\$ (39,444)	-3.69%
Parks and Recreation								
11 Administration	\$ 147,530	\$ 170,267	\$ 189,898	\$ 117,900	\$ 176,157	\$ 230,014	\$ 40,116	21.13%
12 Recreation Programs	273,062	301,264	397,413	216,260	378,048	472,919	75,506	19.00%
13 Aquatic Program	110,324	98,823	128,204	25,240	125,176	127,397	(807)	-0.63%
14 Parks Maintenance & Operations	628,715	652,564	1,176,171	856,873	1,102,611	941,691	(234,480)	-19.94%
15 Facilities Maintenance & Operations	446,041	449,265	664,222	270,083	468,196	597,263	(66,959)	-10.08%
Total Parks and Recreation:	\$ 1,605,672	\$ 1,672,183	\$ 2,555,908	\$ 1,486,356	\$ 2,250,189	\$ 2,369,284	\$ (186,624)	-7.30%
16 Public Library	\$ 385,300	\$ 416,478	\$ 673,692	\$ 355,142	\$ 574,146	\$ 702,007	\$ 28,315	4.20%
Police Department								
17 Police Operations	\$ 3,490,654	\$ 3,642,082	\$ 4,751,777	\$ 3,094,038	\$ 4,430,817	\$ 4,924,451	\$ 172,674	3.63%
18 Police Support Services	655,979	693,124	889,253	497,483	744,059	928,737	39,484	4.44%
Total Police Department:	\$ 4,146,633	\$ 4,335,207	\$ 5,641,030	\$ 3,591,521	\$ 5,174,876	\$ 5,853,188	\$ 212,158	3.76%
19 Emergency Medical Services (Contract)	\$ 318,064	\$ 250,922	\$ 275,000	\$ 275,000	\$ 275,000	\$ 275,000	\$ -	0.00%
20 Kyle Fire Department	\$ 22,164	\$ 30,494	\$ 142,500	\$ 144,323	\$ 145,214	\$ 104,484	\$ (38,017)	-26.68%
Public Works								
21 Street Maintenance	\$ 510,751	\$ 521,665	\$ 1,536,911	\$ 634,382	\$ 1,331,516	\$ 1,141,120	\$ (395,791)	-25.75%
22 Solid Waste Services (Contract)	1,761,106	2,003,500	2,030,000	1,190,531	2,030,000	2,383,300	353,300	17.40%
Total Public Works:	\$ 2,271,856	\$ 2,525,165	\$ 3,566,911	\$ 1,824,914	\$ 3,361,516	\$ 3,524,420	\$ (42,491)	-1.19%
23 Engineering	\$ 50,726	\$ 95,354	\$ 270,971	\$ 237,463	\$ 270,706	\$ 295,674	\$ 24,703	9.12%
Departmental Total:	\$ 12,259,291	\$ 12,728,593	\$ 17,473,408	\$ 10,616,342	\$ 16,036,575	\$ 17,520,470	\$ 90,488	0.52%

	<u>Actual 2012-13</u>	<u>Actual 2013-14</u>	<u>Approved Budget 2014-15</u>	<u>Year to Date w/Encumbrance 5/31/2015</u>	<u>Current Year Estimate 2014-15</u>	<u>Total Proposed Budget 2015-16</u>	<u>Proposed \$ Increase(Decrease) From FY 2014-15 Approved Budget</u>	<u>Proposed % Increase(Decrease) From FY 2014-15 Approved Budget</u>
Non Departmental								
24 Vacation/Sick - Accrual	\$ -	\$ 43,382	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
25 Longevity Pay Adjustment	-	-	-	-	-	-	-	0.00%
26 Workers Compensation	89,412	75,939	115,000	101,628	115,000	105,398	(9,602)	-8.35%
27 State Unemployment Taxes	2,319	28,168	29,720	5,704	29,720	31,200	1,480	4.98%
28 Tuition Reimbursement	-	785	10,000	1,250	4,465	10,000	-	0.00%
29 Insurance & Bonds	88,129	98,800	107,900	103,862	107,900	119,372	11,472	10.63%
30 Seton 380 Developer Agrmnt	160,967	163,717	200,000	129,106	200,000	415,000	215,000	107.50%
31 DDR DB 380 Developer Agrmnt	232,603	265,172	300,000	198,824	300,000	345,000	45,000	15.00%
32 Nomoland 380 Developer Agrmnt	24,526	34,260	45,000	25,403	45,000	45,000	-	0.00%
33 RR HPI LP Dev Agmnt	-	-	-	-	-	-	-	0.00%
Total Non Departmental	<u>\$ 597,956</u>	<u>\$ 710,222</u>	<u>\$ 807,620</u>	<u>\$ 565,777</u>	<u>\$ 802,085</u>	<u>\$ 1,070,970</u>	<u>\$ 263,350</u>	<u>32.61%</u>
<b>TOTAL EXPENDITURES:</b>	<u>\$ 12,857,247</u>	<u>\$ 13,438,815</u>	<u>\$ 18,281,028</u>	<u>\$ 11,182,119</u>	<u>\$ 16,838,660</u>	<u>\$ 18,591,440</u>	<u>\$ 353,837</u>	<u>1.94%</u>
TRANSFERS OUT:								
34 Interfund Transfers Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
35 Transfer - CIP	-	-	160,000	106,667	160,000	-	(160,000)	-
36 Transfer - OPEB Fund	60,000	60,000	94,500	63,000	94,500	125,000	30,500	32.28%
37 Transfer - Transportation Fund	27,133	27,100	100,222	66,815	100,222	-	(100,222)	-100.00%
38 Transfer - Economic Dev. Fund	17,473	17,500	52,390	34,927	52,390	-	(52,390)	-100.00%
39 Transfer - Structural Demolition Fund	327	-	-	-	-	-	-	0.00%
40 Transfer - Emergency Reserve Fund	350,000	400,000	500,000	333,333	500,000	-	(500,000)	-100.00%
41 Transfer - Grant Fund	-	4,905	24,716	16,478	24,716	-	(24,716)	-100.00%
42 Transfer-Train Depot Donation	-	-	134,529	134,529	134,529	-	(134,529)	-100.00%
43 Transfer-Computer/Equip Replace Fund	-	-	-	-	-	153,428	153,428	0.00%
44 Transfer-Fleet Replacement Fund	-	-	-	-	-	583,927	583,927	0.00%
45 Transfer-Facility Replacement Fund	-	-	-	-	-	684,429	684,429	0.00%
46 Transfer-2015 GO Bond Fund	-	-	-	-	-	850,000	850,000	0.00%
47 Transfer-General Fund CIP Projects	-	-	-	-	-	995,120	995,120	0.00%
TOTAL TRANSFERS OUT:	<u>\$ 454,933</u>	<u>\$ 509,505</u>	<u>\$ 1,066,357</u>	<u>\$ 755,748</u>	<u>\$ 1,066,357</u>	<u>\$ 3,391,904</u>	<u>\$ 2,325,547</u>	<u>218.08%</u>
<b>TOTAL EXPENDITURES &amp; TRANSFERS OUT</b>	<u>\$ 13,312,180</u>	<u>\$ 13,948,320</u>	<u>\$ 19,347,385</u>	<u>\$ 11,937,867</u>	<u>\$ 17,905,017</u>	<u>\$ 21,983,344</u>	<u>\$ 2,679,384</u>	<u>13.85%</u>
<b>TOTAL REVENUE &amp; TRANSFERS-IN IN EXCESS (DEFICIT) OVER EXPENDITURES</b>	<u>\$ 1,252,747</u>	<u>\$ 2,546,713</u>	<u>\$ (2,554,635)</u>	<u>\$ 949,809</u>	<u>\$ 291,121</u>	<u>\$ (0)</u>		
<b>ESTIMATED ENDING FUND BALANCE</b>	<u>\$ 5,976,051</u>	<u>\$ 8,522,764</u>	<u>\$ 5,968,129</u>	<u>\$ 9,472,573</u>	<u>\$ 8,813,885</u>	<u>\$ 8,813,885</u>		

City of Kyle, Texas  
Fund Summary Budget Status Report  
UTILITY FUND

	Actual 2012-13	Actual 2013-14	Approved Budget 2014-15	Year to Date w/Encumbrance 5/31/2015	Current Year Estimate 2014-15	Proposed Budget 2015-16	Proposed \$ Increase(Decrease) From FY 2014-15 Approved Budget	Proposed % Increase(Decrease) From FY 2014-15 Approved Budget
BEGINNING FUND BALANCE	\$ 1,463,167	\$ 3,430,379	\$ 6,014,184	\$ 6,014,184	\$ 6,014,184	\$ 9,021,753		
<b>REVENUE:</b>								
1 Water Sales	\$ 6,559,632	\$ 7,786,500	\$ 7,440,000	\$ 4,884,021	\$ 7,700,150	\$ 8,356,500	\$ 916,500	12.32%
2 Misc Water Charges	442,412	529,362	392,500	333,416	500,125	544,950	152,450	38.84%
3 Wastewater Service Charges	4,378,457	4,876,115	4,954,800	3,332,488	6,088,849	6,609,000	1,654,200	33.39%
4 Misc Wastewater Charges	141,816	205,701	101,500	148,171	222,256	241,200	139,700	137.64%
5 Interest and Other	98,715	88,203	77,500	67,378	101,067	110,000	32,500	41.94%
TOTAL REVENUE:	\$ 11,621,031	\$ 13,485,880	\$ 12,966,300	\$ 8,765,475	\$ 14,612,447	\$ 15,861,650	\$ 2,895,350	22.33%
<b>TRANSFERS IN:</b>								
6 Transfer In	\$ 1,727,009	\$ -	\$ -	\$ -	\$ 2,291	\$ -	\$ -	0.00%
TOTAL TRANSFERS IN:	\$ 1,727,009	\$ -	\$ -	\$ -	\$ 2,291	\$ -	\$ -	0.00%
<b>TOTAL REVENUE AND TRANSFERS IN:</b>	\$ 13,348,040	\$ 13,485,880	\$ 12,966,300	\$ 8,765,475	\$ 14,614,738	\$ 15,861,650	\$ 2,895,350	22.33%
<b>EXPENDITURES:</b>								
7 Plum Creek Watershed Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
8 Administration	736,323	779,761	916,502	538,999	808,107	986,125	69,623	7.60%
9 Engineering	50,673	43,847	60,585	34,685	52,053	136,889	76,304	125.95%
10 Utility Billing	501,756	937,907	667,260	397,374	593,142	680,608	13,348	2.00%
11 Water Operations	976,599	1,130,987	1,449,234	921,807	1,409,195	1,523,438	74,204	5.12%
12 Water Supply	3,230,623	3,146,086	3,923,832	2,365,745	3,242,844	3,782,638	(141,194)	-3.60%
13 Wastewater Operations	1,852,352	2,100,094	3,043,085	1,507,882	2,623,647	1,037,196	(2,005,889)	-65.92%
14 WW Treatment Plant Operations	-	-	-	-	-	1,159,385	1,159,385	0.00%
15 Non-Departmental	48,548	84,866	94,463	54,949	74,540	109,840	(14,623)	-15.48%
16 Facility Maintenance	24,965	27,346	39,335	17,736	26,605	36,585	(2,750)	-6.99%
TOTAL EXPENDITURES:	\$ 7,421,838	\$ 8,250,893	\$ 10,194,296	\$ 5,839,178	\$ 8,830,132	\$ 9,452,704	\$ (771,592)	-7.57%
<b>TRANSFERS OUT:</b>								
17 Transfers Out - General Fund	\$ 1,289,000	\$ 1,300,000	\$ 1,300,000	\$ 866,667	\$ 1,300,000	\$ 1,300,000	\$ -	0.00%
18 Transfers Out	46,000	-	-	-	-	-	-	0.00%
19 Transfers Out - Water CIP	472,707	-	650,000	433,333	650,000	300,000	(350,000)	-53.85%
20 Transfers Out - Wastewater CIP	-	-	150,000	100,000	150,000	4,125,000	3,975,000	2650.00%
21 Transfers Out - Debt Service	932,055	711,505	645,537	645,537	645,537	665,939	20,402	3.16%
22 Transfers Out - OPEB Fund	20,000	20,000	31,500	21,000	31,500	31,500	-	0.00%
23 Transfer-Computer/Equip Replace Fund	-	-	-	-	-	41,400	41,400	0.00%
24 Transfer-Fleet Replacement Fund	-	-	-	-	-	153,200	153,200	0.00%
25 Transfer-Facility Replacement Fund	-	-	-	-	-	-	-	0.00%
26 Transfers Out - 2015 GO Bond Fund	-	-	-	-	-	1,076,730	1,076,730	0.00%
TOTAL TRANSFERS OUT:	\$ 2,759,762	\$ 2,031,505	\$ 2,777,037	\$ 2,066,537	\$ 2,777,037	\$ 7,693,769	\$ 4,916,732	177.05%
<b>TOTAL EXPENDITURES &amp; TRANSFERS OUT</b>	\$ 10,181,600	\$ 10,282,398	\$ 12,971,333	\$ 7,905,715	\$ 11,607,169	\$ 17,146,473	\$ 4,145,140	31.96%
<b>TOTAL REVENUE &amp; TRANSFERS-IN IN EXCESS (DEFICIT) OVER EXPENDITURES</b>	\$ 3,166,440	\$ 3,203,482	\$ (5,033)	\$ 859,760	\$ 3,007,569	\$ (1,284,823)		
<b>ADJUSTMENT PER AUDIT FOR RESTRICTED FUNDS</b>	\$ (1,199,228)	\$ (619,677)						
<b>ESTIMATED ENDING FUND BALANCE</b>	\$ 3,430,379	\$ 6,014,184	\$ 6,009,151	\$ 6,873,944	\$ 9,021,753	\$ 7,736,930		

**City of Kyle, Texas**  
**Proposed New Positions and Deletions**  
**Fiscal Year 2015-16**

<u>Department</u>	<u>Position</u>	<u>General Fund</u>	<u>FTE General Fund</u>	<u>Utility Fund</u>	<u>FTE Utility Fund</u>	<u>Grant/ HOT Fund</u>	<u>FTE Grant/HOT Fund</u>	<u>Total All Funds</u>	<u>Total FTE All Funds</u>
City Manager's Office	Assistant to City Secretary/City Manager	\$ 70,003	1.00	-	0.00	-	0.00	\$ 70,003	1.00
	City Attorney	(126,685)	-1.00	-	0.00	-	0.00	(126,685)	-1.00
	Subtotal City Manager's Office	\$ (56,682)	0.00	\$ -	0.00	\$ -	0.00	\$ (56,682)	0.00
Chief of Staff	Communications Specialist	49,787	1.00	-	0.00	-	0.00	49,787	1.00
Human Resources	Receptionist	(49,544)	-1.00	-	0.00	-	0.00	(49,544)	-1.00
Community Development	Community Development Coordinator (PID Manager)	(66,594)	-1.00	-	0.00	-	0.00	(66,594)	-1.00
Building Inspection	Building Inspector	61,009	1.00	-	0.00	-	0.00	61,009	1.00
Library	Library Assistant (2 P/T)	28,896	1.00	-	0.00	-	0.00	28,896	1.00
Parks Administration	Administrative Assistant (1 P/T)	28,619	0.50	-	0.00	-	0.00	28,619	0.50
Recreation Programs	Special Events Coordinator	24,894	0.50	-	0.00	24,894	0.50	49,787	1.00
Parks Maintenance	Parks Maintenance Technician I	39,443	1.00	-	0.00	-	0.00	39,443	1.00
	Parks Maintenance Technician II	42,702	1.00	-	0.00	-	0.00	42,702	1.00
	Pay Parity Adjustments for Maintenance & Facilities	22,683	0.00	-	0.00	-	0.00	22,683	0.00
	Subtotal Parks	\$ 158,341	3.00	\$ -	0.00	\$ 24,894	0.50	\$ 183,234	3.50
Engineering Services	Engineer I (Project Manager-Includes Reclass \$7,212)	98,300	1.00	-	0.00	(98,300)	-1.00	-	0.00
	Engineer I	24,575	0.25	73,725	0.75	-	0.00	98,300	1.00
	SWMP Administrator	77,978	1.00	-	0.00	-	0.00	77,978	1.00
	Subtotal Engineering Services	\$ 200,853	2.25	\$ 73,725	0.75	\$ (98,300)	-1.00	\$ 176,278	2.00

**City of Kyle, Texas**  
**Proposed New Positions and Deletions**  
**Fiscal Year 2015-16**

<u>Department</u>	<u>Position</u>	<u>General Fund</u>	<u>FTE General Fund</u>	<u>Utility Fund</u>	<u>FTE Utility Fund</u>	<u>Grant/ HOT Fund</u>	<u>FTE Grant/HOT Fund</u>	<u>Total All Funds</u>	<u>Total FTE All Funds</u>
Police Operations	Police Officer	348,350	5.00	-	0.00	-	0.00	348,350	5.00
	Police Officer (Mental Health Funding moved from Grant to GF)	68,283	1.00	-	0.00	(68,283)	-1.00	-	0.00
	Juvenile Justice Officer	-	0.00	-	0.00	65,348	1.00	65,348	1.00
	Code Compliance Specialist (2 P/T)	48,226	1.00	-	0.00	-	0.00	48,226	1.00
Police Support Services	Telecommunicator (4 P/T)	65,328	2.00	-	0.00	-	0.00	65,328	2.00
	Record Specialist (2 P/T)	33,160	1.00	-	0.00	-	0.00	33,160	1.00
	Pay Parity Adjustments for Dispatch	32,764	0.00	-	0.00	-	0.00	-	0.00
	Subtotal Police Operations & Support Services	\$ 596,111	10.00	-	0.00	(2,935)	0.00	\$ 560,412	10.00
Utility Administration	Reclass-Division Manager of Treatment & Operations	-	0.00	20,429	0.00	-	0.00	20,429	0.00
	Reclass-Division Manager of Distribution & Collections	-	0.00	20,429	0.00	-	0.00	20,429	0.00
Street Maintenance	Division Manager of Streets (Deleted by Council 8/1/2015)	-	0.00	-	0.00	-	0.00	-	0.00
	Street Technician I	78,886	2.00	-	0.00	-	0.00	78,886	2.00
	Pay Parity Adjustments for Streets	22,615	0.00	-	0.00	-	0.00	22,615	0.00
Wastewater Treatment Plant	Chief Wastewater Plant Operator	-	0.00	72,475	1.00	-	0.00	72,475	1.00
	Plant Operator	-	0.00	55,020	1.00	-	0.00	55,020	1.00
	Assistant Plant Operator	-	0.00	42,342	1.00	-	0.00	42,342	1.00
	Pay Parity Adjustment for Water Operations	-	0.00	40,325	0.00	-	0.00	40,325	0.00
	Pay Parity Adjustment for Wastewater Operations	-	0.00	20,163	0.00	-	0.00	20,163	0.00
	Subtotal Public Works	\$ 101,501	2.00	\$ 271,183	3.00	\$ -	0.00	\$ 372,684	5.00
	<b>Subtotal of All New Positions/Reclass</b>	\$ 1,266,501	21.25	\$ 344,908	3.75	90,242	1.50	\$ 1,701,650	26.50
	<b>Subtotal Deleted Positions</b>	\$ (242,823)	-3.00	\$ -	0.00	-	-2.00	\$ (242,823)	-5.00
	<b>Grand Total</b>	<b>\$ 1,023,678</b>	<b>18.25</b>	<b>\$ 344,908</b>	<b>3.75</b>	<b>\$ 90,242</b>	<b>-0.50</b>	<b>\$ 1,458,827</b>	<b>21.50</b>

**CAPITAL IMPROVEMENTS PROGRAM (CIP)  
5-Year Spending Plan  
FY 2015-16 Proposed Budget**

<b>1</b>	<b>Park Improvements - City Square</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	General Fund 111-653-57237	\$ 10,000	\$ 50,000	\$ -	\$ -	\$ -	\$ 60,000
	Total Project:						\$ 60,000

<b>2</b>	<b>Park Improvements - Lake Kyle</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	General Fund 110-133-57236	\$ 32,678	\$ -	\$ -	\$ -	\$ -	\$ 32,678
	Total Project:						\$ 32,678

<b>3</b>	<b>Park Improvements - Steeplechase</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	General Fund 110-133-57234	\$ 129,536	\$ -	\$ -	\$ -	\$ -	\$ 129,536
	Total Project:						\$ 129,536

<b>4</b>	<b>Park Improvements - Waterleaf</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	General Fund 110-133-57233	\$ 147,784	\$ -	\$ -	\$ -	\$ -	\$ 147,784
	Total Project:						\$ 147,784



<b>5 Park Improvements - Gregg-Clarke</b>						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
General Fund						
110-133-57235	\$ 74,672	\$ -	\$ -	\$ -	\$ -	\$ 74,672
Park Development fund						
172-653-57235	-	145,000	-	-	-	145,000
Total Project:						\$ 219,672

<b>6 Park Improvements - Lake Kyle Amphitheater</b>						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
General and/or Park Development						
110-133-57236	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ 75,000
Total Project:						\$ 75,000

<b>7 Park Development - (New) Four Seasons/Brookside Park</b>						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
General and/or Park Development						
110-133-?????	\$ -	\$ -	\$ 185,000	\$ -	\$ -	\$ 185,000
Total Project:						\$ 185,000

<b>8 Park Improvements - Gregg-Clarke Sport Field Lights</b>						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
General and/or Park Development						
110-133-57235	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ 100,000
Total Project:						\$ 100,000

<b>9 Park Development - Linebarger Lake Phase 1</b>						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
General and/or Park Development						
110-133-?????	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000
Total Project:						\$ 50,000

<b>10</b>	<b>Park Improvements - Steeplechase Park</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	General and/or Park Development 110-133-57234	\$ -	\$ -	\$ 125,000	\$ -	\$ -	\$ 125,000
	Total Project:						\$ 125,000

<b>11</b>	<b>Park Improvements - Waterleaf Park</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	General and/or Park Development 110-133-57233	\$ -	\$ -	\$ 125,000	\$ -	\$ -	\$ 125,000
	Total Project:						\$ 125,000

<b>12</b>	<b>Park Improvements - Lake Kyle Outdoor Fitness Circuit Equipment</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	General and/or Park Development 110-133-57236	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ 25,000
	Total Project:						\$ 25,000

<b>13</b>	<b>Park Improvements - Gregg-Clarke Outdoor Fitness Circuit Equipment</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	General and/or Park Development 110-133-57235	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ 25,000
	Total Project:						\$ 25,000

<b>14</b>	<b>Park Development - Kyle Vista Park Phase 1</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	General and/or Park Development 110-133-?????	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ 500,000
	Total Project:						\$ 500,000

<b>15</b>	<b>Park Improvements - City Square Fountain</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	General and/or Park Development 110-133-57237	\$ -	\$ -	\$ -	\$ -	\$ 225,000	\$ 225,000
	Total Project:						\$ 225,000

<b>16</b>	<b>Park Improvements - Master Plan</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	General and/or Park Development 111-653-57232	\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ 45,000
	Total Project:						\$ 45,000

<b>17</b>	<b>North Front Street Parking</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	General Fund 110-162-?????	\$ -	\$ -	\$ 515,000	\$ -	\$ -	\$ 515,000
	Total Project:						\$ 515,000

<b>18</b>	<b>South Front Street Parking</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	General Fund 110-162-?????	\$ -	\$ -	\$ 665,000	\$ -	\$ -	\$ 665,000
	Total Project:						\$ 665,000

<b>19</b>	<b>Library Parking Expansion</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	General Fund 110-141-?????	\$ -	\$ -	\$ 199,000	\$ -	\$ -	\$ 199,000
	Total Project:						\$ 199,000

<b>20</b>	<b>New Police Station</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	General Fund 110-151-?????	\$ 5,000	\$ -	\$ -	\$ 15,400,000	\$ -	\$ 15,405,000
	Total Project:						\$ 15,405,000

<b>21</b>	<b>Storm Water Drainage Improvements - Romero St</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	General Fund 110-161-57136	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000
	Total Project:						\$ 10,000

<b>22</b>	<b>Street Improvement and Maintenance</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	General Fund 111-648-57217	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 2,500,000
	Total Project:						\$ 2,500,000

<b>23</b>	<b>Transportation Master Plan - Update</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	General Fund 110-162-55613	\$ 182,000	\$ -	\$ -	\$ -	\$ -	\$ 182,000
	Total Project:						\$ 182,000

<b>24</b>	<b>GBRA Flood Study</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	General Fund 111-640-57140	\$ 25,557	\$ 25,120	\$ -	\$ -	\$ -	\$ 50,677
	Total Project:						\$ 50,677

<b>25</b>	<b>Paint Red/White/Blue Downtown Tower-Option 1</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	General Fund 111-633-57214	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
	Total Project:						\$ 100,000

<b>26</b>	<b>Storm Water Master Plan and CIP Planning</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	General Fund 110-162-55613	\$ -	\$ -	\$ 145,000	\$ -	\$ -	\$ 145,000
	Total Project:						\$ 145,000

<b>27</b>	<b>Storm Water Drainage Improvements</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	General Fund 110-162-55613	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 300,000
	Total Project:						\$ 300,000

<b>28</b>	<b>Traffic Control at Bunton Creek/Dacy Lane</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	General Fund 111-658-57219	\$ -	\$ 275,000	\$ -	\$ -	\$ -	\$ 275,000
	Total Project:						\$ 275,000

<b>TOTAL GENERAL FUND</b>	<b>\$ 1,117,227</b>	<b>\$ 995,120</b>	<b>\$ 2,784,000</b>	<b>\$ 16,050,000</b>	<b>\$ 1,325,000</b>	<b>\$ 22,271,347</b>
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<b>29 Planning and Evaluation Study for Expansion of Wastewater Treatment Plant</b>						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
Utility Fund						
310-825-55627	\$ 65,000	\$ -	\$ -	\$ -	\$ -	\$ 65,000
Total Project:						\$ 65,000

<b>30 HCPUA Water Supply CIP</b>						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
Utility Fund						
310-825-55627	\$ 3,532,518	\$ 4,312,616	\$ 19,649,631	\$ -	\$ 29,879,215	\$ 57,373,980
Total Project:						\$ 57,373,980

<b>TOTAL WATER O &amp; M</b>	<b>\$ 3,597,518</b>	<b>\$ 4,312,616</b>	<b>\$ 19,649,631</b>	<b>\$ -</b>	<b>\$ 29,879,215</b>	<b>\$ 57,438,980</b>
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31 Water Improvements - Line Upgrades/Replacements						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
Utility Fund						
331-864-57131	\$ -	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 1,200,000
Total Project:						\$ 1,200,000

32 Water Improvements - Yarrington Water Line Upgrade						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
Utility Fund						
331-841-57211	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000
Total Project:						\$ 300,000

33 Water Improvements - Old Town Kyle						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
Utility Fund						
331-864-57211	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Total Project:						\$ 150,000

34 Renovate Red/White/Blue Downtown Tower-Option 2						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
Utility Fund						
331-820-?????	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Project:						\$ -

35 Quick Connect Power Ports for Pump Stations, Well Sites and Lift Stations						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
Utility Fund						
331-820-?????	\$ -	\$ -	\$ 40,000	\$ -	\$ -	\$ 40,000
Total Project:						\$ 40,000

<b>TOTAL WATER CIP</b>	\$ 450,000	\$ 300,000	\$ 340,000	\$ 300,000	\$ 300,000	\$ 1,690,000
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<b>TOTAL WATER UTILITY</b>	\$ 4,047,518	\$ 4,612,616	\$ 19,989,631	\$ 300,000	\$ 30,179,215	\$ 59,128,980
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<b>36 Water Tank Rehabilitation</b>						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
Water Impact Fees						
332-867-57214	\$ 200,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 2,200,000
2014 Tax Notes						
190-810-57214	300,000	-	-	-	-	\$ 300,000
Total Project:						\$ 2,500,000

<b>37 Water Improvements - Old Hwy 81 - 12" Water Line</b>						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
Water Impact Fees						
??	\$ -	\$ -	\$ 105,000	\$ -	\$ -	\$ 105,000
Total Project:						\$ 105,000

<b>38 Water Improvements - Pumphouse Rd/Melinda Lane-8" Line</b>						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
Water Impact Fees						
332-863-57211	\$ -	\$ 120,000	\$ -	\$ -	\$ -	\$ 120,000
Total Project:						\$ 120,000

<b>39 Water Improvements - Stagecoach, Scott St and Opal St - 12" Water Line</b>						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
Water Impact Fees						
332-865-57211	\$ -	\$ 185,000	\$ -	\$ -	\$ -	\$ 185,000
Total Project:						\$ 185,000



<b>40 County Line Water System Inter-Connect-Including SCADA</b>						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
Water Impact Fees						
332-866-57138	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000
Total Project:						\$ 150,000

<b>41 Monarch Water System Inter-Connect - Including SCADA</b>						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
Water Impact Fees						
332-866-57139	\$ -	\$ 70,000	\$ -	\$ -	\$ -	\$ 70,000
Total Project:						\$ 70,000

TOTAL WATER CIP IMPACT FEE	\$ 200,000	\$ 1,025,000	\$ 605,000	\$ 500,000	\$ 500,000	\$ 2,830,000
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<b>42</b>	<b>Wastewater Improvements - Line Upgrades/Replacements</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	Utility Fund						
	341-874-57211	\$ -	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 2,000,000
	Total Project:						\$ 2,000,000

<b>43</b>	<b>Wastewater Improvements - Old Town Kyle</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	Utility Fund						
	341-874-57211	\$ 310,000	\$ -	\$ -	\$ -	\$ -	\$ 310,000
	Total Project:						\$ 310,000

<b>44</b>	<b>Wastewater Improvements - Abandon Barton Lift Station</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	Utility Fund						
	341-873-57216	\$ -	\$ -	\$ 115,000	\$ -	\$ -	\$ 115,000
	Total Project:						\$ 115,000

<b>45</b>	<b>Retrofit Lift Stations for SCADA Operations</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	Utility Fund						
	341-866-?????	\$ -	\$ 125,000	\$ 55,000	\$ -	\$ -	\$ 180,000
	Total Project:						\$ 180,000

<b>46</b>	<b>Acquisition of Wastewater Treatment Plant</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	Utility Fund						
	341-866-?????	\$ -	\$ 3,000,000	\$ -	\$ -	\$ -	\$ 3,000,000
	Total Project:						\$ 3,000,000

<b>47 Upgrade of Wastewater Treatment Plant</b>						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
Utility Fund 341-866-?????	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ 500,000
Total Project:						\$ 500,000

<b>TOTAL WASTEWATER CIP</b>	<b>\$ 310,000</b>	<b>\$ 4,125,000</b>	<b>\$ 670,000</b>	<b>\$ 500,000</b>	<b>\$ 500,000</b>	<b>\$ 6,105,000</b>
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<b>48</b>	<b>Southside Wastewater Collection System</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	Wastewater Impact Fees						
	342-888-xxxx	\$ 603,900	\$ 3,983,725	\$ 1,312,375	\$ -	\$ -	\$ 5,900,000
	Total Project:						\$ 5,900,000

<b>49</b>	<b>Bunton Creek Interceptor Ph 3.1</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	Wastewater Impact Fees						
	342-887-xxxx	\$ 2,200,865	\$ -	\$ -	\$ -	\$ -	\$ 2,200,865
	Total Project:						\$ 2,200,865

<b>50</b>	<b>Bunton Creek Interceptor Ph 3.2</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	Wastewater Impact Fees						
	342-891-xxxx	\$ 35,902	\$ -	\$ -	\$ -	\$ -	\$ 35,902
	Total Project:						\$ 35,902

<b>51</b>	<b>Wastewater Line-Cypress/GLO</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	Wastewater Impact Fees						
	342-891-xxxx	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ 500,000
	Total Project:						\$ 500,000

<b>52</b>	<b>Elliott Branch Interceptor</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	Wastewater Impact Fees						
	342-890-xxxx	\$ 150,280	\$ 200,000	\$ 2,268,479	\$ 715,168	\$ -	\$ 3,333,927
	Total Project:						\$ 3,333,927

<b>53</b>	<b>Blanton Wastewater -12" Line (W. 3rd St.)</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	Wastewater Impact Fees						
	342-890-xxxxx	\$ -	\$ 600,000	\$ -	\$ -	\$ -	\$ 600,000
	Total Project:						\$ 600,000

<b>54</b>	<b>Center Street Village Wastewater Line Improvement Study</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	Wastewater Impact Fees						
	342-890-xxxxx	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
	Total Project:						\$ 100,000

<b>55</b>	<b>Southlake Lift Station Improvement</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	Wastewater Impact Fees						
	342-890-xxxxx	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ 60,000
	Total Project:						\$ 60,000

<b>56</b>	<b>Wastewater Treatment Plant Expansion (3 to 4.5 MGD)</b>						
	Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
	Wastewater Impact Fees						
	342-890-xxxxx	\$ 65,000	\$ 5,395,250	\$ -	\$ -	\$ -	\$ 5,460,250
	Total Project:						\$ 5,460,250

<b>TOTAL WASTEWATER IMPACT</b>	<b>\$ 3,115,947</b>	<b>\$ 10,778,975</b>	<b>\$ 3,580,854</b>	<b>\$ 715,168</b>	<b>\$ -</b>	<b>\$ 18,190,944</b>
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59 <b>Bunton Creek Road</b>						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
Road Bonds-Engineering						
Road Bonds-Construction	\$ 1,016,078	\$ 4,525,150	\$ -	\$ -	\$ -	\$ 5,541,228
Total Project:						\$ 5,541,228

60 <b>Goforth Road</b>						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
Road Bonds-Engineering	\$ 364,203	\$ 514,212	\$ -	\$ -	\$ -	\$ 878,415
Road Bonds-Construction	1,001,639	7,316,703	-	-	-	8,318,342
Total Project:	\$ 1,365,842	\$ 7,830,915	\$ -	\$ -	\$ -	\$ 9,196,757

61 <b>Lehman Road</b>						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
Road Bonds-Engineering	\$ 101,133	\$ 292,638	\$ -	\$ -	\$ -	\$ 393,771
Road Bonds-Construction	713,004	3,952,587	2,836,086	-	-	7,501,677
Total Project:	\$ 814,137	\$ 4,245,225	\$ 2,836,086	\$ -	\$ -	\$ 7,895,448

62 <b>Marketplace Avenue</b>						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
Road Bonds-Engineering	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Road Bonds-Construction	691,634	4,245,339	-	-	-	4,936,973
Total Project:	\$ 701,634	\$ 4,245,339	\$ -	\$ -	\$ -	\$ 4,946,973

63 <b>North Burluson Street</b>						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
Road Bonds-Engineering	\$ 340,361	\$ 431,635	\$ -	\$ -	\$ -	\$ 771,996
Road Bonds-Construction	939,213	924,101	5,770,347	646,698	-	8,280,359
Total Project:	\$ 1,279,574	\$ 1,355,736	\$ 5,770,347	\$ 646,698	\$ -	\$ 9,052,355

<b>64 Burleson Water &amp; Wastewater Utilities</b>						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
Road Bonds (Transfer from U/F)						
Road Bonds-Construction	\$ 110,273	\$ 600,000	\$ 476,164	\$ -	\$ -	\$ 1,186,437
Total Project:						\$ 1,186,437

<b>65 Burleson Service to Properties without W/WW</b>						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
Road Bonds (Transfer from U/F)						
Road Bonds-Construction	\$ -	\$ 283,680	\$ -	\$ -	\$ -	\$ 283,680
Total Project:						\$ 283,680

<b>66 Bunton IH-35 Water Upgrade, 5 Taps</b>						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
Road Bonds (Transfer from U/F)						
Road Bonds-Engineering	\$ -	\$ 9,397	\$ -	\$ -	\$ -	\$ 9,397
Road Bonds-Construction	-	92,165	-	-	-	92,165
Total Project:	\$ -	\$ 101,562	\$ -	\$ -	\$ -	\$ 101,562

<b>67 Bunton Creek-Wastewater Brandi Circle East to Bank</b>						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
Road Bonds (Transfer from U/F)						
Road Bonds-Engineering	\$ -	\$ 9,397	\$ -	\$ -	\$ -	\$ 9,397
Road Bonds-Construction	-	182,303	-	-	-	182,303
Total Project:	\$ -	\$ 191,700	\$ -	\$ -	\$ -	\$ 191,700



<b>68 Bunton Creek-Wastewater Dacy to Extreme</b>						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
Road Bonds (Transfer from U/F)						
Road Bonds-Engineering	\$ -	\$ 9,397	\$ -	\$ -	\$ -	\$ 9,397
Road Bonds-Construction	-	169,439	-	-	-	169,439
<b>Total Project:</b>	<b>\$ -</b>	<b>\$ 178,836</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 178,836</b>

<b>69 Goforth Extension</b>						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
Road Bonds (Transfer from G/F)						
Road Bonds-Engineering	\$ -	\$ 252,600	\$ -	\$ -	\$ -	\$ 252,600
Road Bonds-Construction	-	176,630	5,700	-	-	182,330
<b>Total Project:</b>	<b>\$ -</b>	<b>\$ 429,230</b>	<b>\$ 5,700</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 434,930</b>

<b>TOTAL Road Bonds</b>	<b>\$ 5,287,538</b>	<b>\$ 23,987,373</b>	<b>\$ 9,088,297</b>	<b>\$ 646,698</b>	<b>\$ -</b>	<b>\$ 39,009,906</b>
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<b>70 City-Wide Beautification Program</b>						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
Hotel Occupancy Fund 111-633-57145	\$ -	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ 150,000
General Fund 110-161-55629	50,000	-	-	-	-	50,000
<b>Total Project:</b>						<b>\$ 200,000</b>

<b>TOTAL HOT Fund</b>	<b>\$ -</b>	<b>\$ 75,000</b>	<b>\$ 75,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 150,000</b>
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<b>71 Train Depot Restoration</b>						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
Train Depot Fund 412-675-xxxxx	\$ 754,079	\$ -	\$ -	\$ -	\$ -	\$ 754,079
2009 Tax Notes 185-675-xxxxx	250,000	-	-	-	-	250,000
<b>Total Project:</b>						<b>\$ 1,004,079</b>

<b>TOTAL Train Depot Fund</b>	<b>\$ 754,079</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 754,079</b>
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<b>72 FM 2770/RM 150 Sidewalk and Bicycle Improvement</b>						
Funding Source / Accounting Code(s)	2015 & Prior	2016	2017	2018	2019	Total Cost
Transportation Fund 127-246-57313	\$ 193,221	\$ 776,458	\$ -	\$ -	\$ -	\$ 969,679
<b>Total Project:</b>						<b>\$ 969,679</b>

<b>TOTAL Transportation Fund</b>	<b>\$ 193,221</b>	<b>\$ 776,458</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 969,679</b>
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<b>TOTAL ALL FUNDS</b>	<b>\$ 15,925,530</b>	<b>\$ 46,520,542</b>	<b>\$ 36,792,782</b>	<b>\$ 18,711,866</b>	<b>\$ 32,504,215</b>	<b>\$ 150,454,935</b>
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	2015 & Prior	2016	2017	2018	2019	Total Cost
<b>TOTAL GENERAL FUND</b>	\$ 1,167,227	\$ 995,120	\$ 2,784,000	\$ 16,050,000	\$ 1,325,000	\$ 22,321,347
<b>TOTAL UTILITY FUND</b>	3,597,518	4,312,616	19,649,631	-	29,879,215	57,438,980
<b>TOTAL WATER CIP</b>	450,000	300,000	340,000	300,000	300,000	1,690,000
<b>TOTAL WATER IMPACT</b>	200,000	1,025,000	605,000	500,000	500,000	2,830,000
<b>TOTAL WASTEWATER CIP</b>	310,000	4,125,000	670,000	500,000	500,000	6,105,000
<b>TOTAL WASTEWATER IMPACT</b>	3,115,947	10,778,975	3,580,854	715,168	-	18,190,944
<b>TOTAL 2009 TAX NOTES</b>	250,000	-	-	-	-	250,000
<b>TOTAL 2014 TAX NOTES</b>	600,000	-	-	-	-	600,000
<b>TOTAL ROAD BONDS</b>	5,287,538	23,987,373	9,088,297	646,698	-	39,009,906
<b>TOTAL PARK DEVELOPMENT</b>	-	145,000	-	-	-	145,000
<b>TOTAL HOT FUND</b>	-	75,000	75,000	-	-	150,000
<b>TOTAL TRAIN DEPOT FUND</b>	754,079	-	-	-	-	754,079
<b>TOTAL TRANSPORTATION FUND</b>	193,221	776,458	-	-	-	969,679
<b>TOTAL ALL FUNDS</b>	\$ 15,925,530	\$ 46,520,542	\$ 36,792,782	\$ 18,711,866	\$ 32,504,215	\$ 150,454,935

City of Kyle, Texas  
 Non-CIP Capital Outlay Program by Fund/ Department  
 Vehicles, Equipment, Furniture and Fixtures  
 Fiscal Year 2015-16

**General Fund  
 (Fund 110)**

FY 2015-16				
Project	Replacement or New	# of Units	Projected Cost/Unit	Total Cost
Vehicle for Building Inspector	New	1	\$ 22,000	\$ 22,000
Total Building Inspection				\$ 22,000

FY 2015-16				
Project	Replacement or New	# of Units	Projected Cost/Unit	Total Cost
Auto CAD Hardware/Software	New	1	\$ 8,000	\$ 8,000
Truck for SWMP Administrator	New	1	22,000	22,000
Total Engineering Services				\$ 30,000

FY 2015-16				
Project	Replacement or New	# of Units	Projected Cost/Unit	Total Cost
WiFi for Public Works	Replacement	1	\$ 2,468	\$ 2,468
Failover Virtual Infrastructure	New	1	23,656	23,656
Staff PC Upgrade	Replacement	1	11,600	11,600
Total Information Technology				\$ 37,724

FY 2015-16				
Project	Replacement or New	# of Units	Projected Cost/Unit	Total Cost
Equipment Service Lift	New	1	8,000	8,000
Chemical Storage Out Building at Shop	New	1	6,000	6,000
Parks Crew Truck, Trailer, & Equipment	New	1	59,000	59,000
Total Parks and Recreation				\$ 73,000

FY 2015-16				
Project	Replacement or New	# of Units	Projected Cost/Unit	Total Cost
Online GIS and required Hardware	New	1	\$ 12,500	\$ 12,500
Total Community Development				\$ 12,500

FY 2015-16				
Project	Replacement or New	# of Units	Projected Cost/Unit	Total Cost
Patrol Vehicles	New	1	\$ 75,000	\$ 75,000
Total Police Operations				\$ 75,000

FY 2015-16				
Project	Replacement or New	# of Units	Projected Cost/Unit	Total Cost
Small Roller/ Trailer	New	1	\$ 50,000	\$ 50,000
Sand Spreader	New	1	20,000	20,000
Thermo Plastic Applicator	New	1	45,000	45,000
Haul Trailer 1/3	New	1	8,334	8,334
Dump Truck w/Military Hitch 1/3	New	1	41,666	41,666
Trailer Mounted Tank for Water	New	1	5,000	5,000
Total Public Works				\$ 170,000

<b>Total General Fund</b>	<b>\$ 420,224</b>
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City of Kyle, Texas  
 Non-CIP Capital Outlay Program by Fund/ Department  
 Vehicles, Equipment, Furniture and Fixtures  
 Fiscal Year 2015-16

**Utility Fund  
 (Fund 310)**

FY 2015-16					
Project	Replacement or New	# of Units	Projected Cost/Unit	Total Cost	
Water Operations					
Tamping Machine 1/2	New	1	\$ 2,000	\$ 2,000	
Haul Trailer 1/3	New	1	8,334	8,334	
Dump Truck w/Military Hitch 1/3	New	1	41,667	41,667	
Total Water Operations				\$ 52,001	
Wastewater Operations					
Tamping Machine 1/2	New	1	\$ 2,000	2,000	
Haul Trailer 1/3	New	1	8,333	8,333	
Dump Truck w/Military Hitch 1/3	New	1	41,667	41,667	
Total Wastewater Operations				\$ 52,000	
WW Treatment Plant Operations					
Office Furniture	New	1	\$ 22,000	22,000	
Motor Vehicles	New	1	22,000	22,000	
Total Wastewater Operations				\$ 44,000	

**Total Utility Fund** \$ 148,001

**Cable Franchise**

FY 2015-16					
Project	Replacement or New	# of Units	Projected Cost/Unit	Total Cost	
Total Cable Franchise					
PEG Channel Equipment	New	1	\$ 120,000	\$ 120,000	
				\$ 120,000	

**Total Cable Franchise Fund** \$ 120,000

**Total All Funds** \$ 688,225

**City of Kyle, Texas  
Rates, Fees, and Charges Schedule  
Proposed Fiscal Year 2015-16 Budget**

Code Section	Dept.	Description	FY 2015 Adopted Amount	FY 2016 Proposed Amount	\$ Change	% Change
<b>Admin/General Revenue</b>						
<b>General Administration Fees</b>						
	Admin	Notary Services and Fees				
	Admin	Acknowledgements & Proofs	\$6.00	\$6.00	\$0.00	0.00%
	Admin	Certified Copies	\$6.00	\$6.00	\$0.00	0.00%
	Admin	Oaths and Affirmations	\$6.00	\$6.00	\$0.00	0.00%
	Admin	All other notarial acts not listed	\$6.00	\$6.00	\$0.00	0.00%
	Admin	*Exception to notary fee for PD and Court activity				
	General	Returned Check Fee (per check)	\$38.06	\$38.06	\$0.00	0.00%
	General	Black & White Copies (per side of 8 1/2 x 11)	\$0.15	\$0.15	\$0.00	0.00%
	General	Color Copies (per side of 8 1/2 x 11)	\$0.65	\$0.65	\$0.00	0.00%
	General	Newspaper Publication Fee	\$190.21	\$190.21	\$0.00	0.00%
	General	Electronic Payment Processing Fee (per transaction) For all Community Development transactions, an additional fee will be added based on the transaction total	\$2.50 2%	\$2.50 2%	\$0.00	0.00%
<b>Chapter 11. Businesses</b>						
11-99(2)	General	Release of a sealed coin-operated machine	\$15.75	\$15.75	\$0.00	0.00%
11-131(d)	General	Pool halls license (per table)	\$15.75	\$15.75	\$0.00	0.00%
<b>Art. IX - Taxicabs</b>						
11-311(a)	General	Taxicabs - Operating permit (maximum of five years)				
	General	First year	\$63.42	\$63.42	\$0.00	0.00%
	General	Additional years	\$31.71	\$31.71	\$0.00	0.00%
	General	New permit or expansion of number of taxicabs (per year)	\$63.42	\$63.42	\$0.00	0.00%
11-314	General	Taxicabs - Replacement permit	\$26.25	\$26.25	\$0.00	0.00%
<b>Impact Fees</b>						
50-259	General	Impact fee (based on plat filing date and # of LUEs)				
	General	Schedule of water impact fees/LUE*				
	General	* See below table for LUE determination				
	General	From incorporation to 9-17-1984	\$0.00	\$0.00	\$0.00	0.00%
	General	From 9-18-1984 to 4-14-1986	\$0.00	\$0.00	\$0.00	0.00%
	General	From 4-15-1986 to 6-27-1990	\$1,500.00	\$1,500.00	\$0.00	0.00%
	General	From 6-28-1990 to 2-17-1997	\$841.00	\$841.00	\$0.00	0.00%
	General	From 2-18-1997 to 4-16-2001	\$1,320.00	\$1,320.00	\$0.00	0.00%
	General	From 4-17-2001 to 3-03-2008	\$1,100.00	\$1,100.00	\$0.00	0.00%
	General	From 3-4-2008 to present	\$2,115.00	\$2,115.00	\$0.00	0.00%
	General	Schedule of sewer impact fees/LUE*				
	General	* See below table for LUE determination				
	General	From incorporation to 9-17-1984	\$0.00	\$0.00	\$0.00	0.00%
	General	From 9-18-1984 to 4-14-1986	\$1,000.00	\$1,000.00	\$0.00	0.00%
	General	From 4-15-1986 to 6-27-1990	\$1,500.00	\$1,500.00	\$0.00	0.00%
	General	From 6-28-1990 to 2-17-1997	\$1,062.00	\$1,062.00	\$0.00	0.00%
	General	From 2-18-1997 to 4-16-2001	\$1,132.00	\$1,132.00	\$0.00	0.00%
	General	From 4-17-2001 to 3-03-2008	\$1,613.00	\$1,613.00	\$0.00	0.00%
	General	From 3-4-2008 to present	\$2,216.00	\$2,216.00	\$0.00	0.00%
	General	<b>LUE Determination Table</b>				
	General	Estimated Maximum Expected Flow Rate (gpm)	Displacement & Multi-jet SR11 & PMM	Compound C702 Table 1.	Turbine C701 Table 2. OMNI C2 & WR*	Living Unit Equivalents (LUEs)
	General	10	5/8" x 3/4"			1
	General	15	3/4"			1.5
	General	25	1"			2.5
	General	50	1.5"			5
	General	80	2"	2"	1.5"	8
	General	100			2"	10
	General	160		3"	3"	16
	General	240				24
	General	250		4"		25
	General	420			4"	42
	General	500		6"		50
	General	800		8"		80
	General	920			6"	92
	General	1600			8"	160
	General	* The WR turbine meter is for 8" size only and does not have low flow accuracy capability.				
<b>Building Revenue</b>						
<b>Chapter 8. Building Regulations</b>						
<b>Art. IV - Building permit fee components</b>						
8-99	Bldg	Valuation of the work is \$500.00 or less, but one or more inspections are required because work includes structural alterations, mechanical system, etc.	\$50.72	\$50.72	\$0.00	0.00%
	Bldg	Per required inspection	\$57.05	\$57.05	\$0.00	0.00%
8-100	Bldg	Base permit fees				
	Bldg	Single-family residential (in square feet)				
	Bldg	900 or less	\$154.92	\$154.92	\$0.00	0.00%
	Bldg	901--1,200	\$263.38	\$263.38	\$0.00	0.00%
	Bldg	1,201--1,500	\$356.32	\$356.32	\$0.00	0.00%
	Bldg	1,501--2,000	\$449.27	\$449.27	\$0.00	0.00%
	Bldg	2,001--2,500	\$635.18	\$635.18	\$0.00	0.00%
	Bldg	2,501--3,000	\$914.11	\$914.11	\$0.00	0.00%
	Bldg	3,001+	\$1,006.98	\$1,006.98	\$0.00	0.00%
	Bldg	Per each additional 1,000 square feet or fraction	\$79.24	\$79.24	\$0.00	0.00%

Code Section	Dept.	Description	FY 2015 Adopted Amount	FY 2016 Proposed Amount	\$ Change	% Change
	Bldg	Base permit fees				
	Bldg	Commercial and multifamily (in square feet)				
	Bldg	100 or less	\$148.18	\$148.18	\$0.00	0.00%
	Bldg	101--500	\$218.71	\$218.71	\$0.00	0.00%
	Bldg	501--1,000	\$271.20	\$271.20	\$0.00	0.00%
	Bldg	1,001--1,500	\$375.10	\$375.10	\$0.00	0.00%
	Bldg	1,501--2,000	\$473.51	\$473.51	\$0.00	0.00%
	Bldg	2,001--2,500	\$551.44	\$551.44	\$0.00	0.00%
	Bldg	2,501--3,000	\$612.94	\$612.94	\$0.00	0.00%
	Bldg	3,001--3,500	\$674.46	\$674.46	\$0.00	0.00%
	Bldg	3,501--4,000	\$735.96	\$735.96	\$0.00	0.00%
	Bldg	4,001--4,500	\$797.47	\$797.47	\$0.00	0.00%
	Bldg	4,501--5,000	\$858.97	\$858.97	\$0.00	0.00%
	Bldg	5,001--8,000	\$1,228.06	\$1,228.06	\$0.00	0.00%
	Bldg	8,001--11,000	\$1,870.51	\$1,870.51	\$0.00	0.00%
	Bldg	11,001--14,000	\$3,059.74	\$3,059.74	\$0.00	0.00%
	Bldg	14,001--17,000	\$3,428.80	\$3,428.80	\$0.00	0.00%
	Bldg	17,001--20,000	\$3,797.88	\$3,797.88	\$0.00	0.00%
	Bldg	20,001--25,000	\$4,686.37	\$4,686.37	\$0.00	0.00%
	Bldg	25,001--30,000	\$5,301.49	\$5,301.49	\$0.00	0.00%
	Bldg	30,001--35,000	\$5,914.71	\$5,914.71	\$0.00	0.00%
	Bldg	35,001+	\$5,914.71	\$5,914.71	\$0.00	0.00%
	Bldg	Per each additional 1,000 square feet or fraction	\$152.15	\$152.15	\$0.00	0.00%
8-101	Bldg	Cost to review such plans				
	Bldg	Residential percentage of base fee	25%	25%	\$0.00	0.00%
	Bldg	Multifamily & Commercial percentage of base fee plus rate/hour for hours worked	25% plus \$107.78/hour	25% plus \$107.78/hour	\$0.00	0.00%
8-102	Bldg	Inspection fees (multiplied by the minimum number of inspections required pursuant to codes)				
	Bldg	Single-family dwelling	\$57.05	\$57.05	\$0.00	0.00%
	Bldg	Multi-family and commercial	\$69.73	\$69.73	\$0.00	0.00%
	Bldg	Inspection fee for testing of lead and no direct connection between public drinking water supply and a potential source contamination exists as required by TCEQ	\$57.05	\$57.05	\$0.00	0.00%
	Bldg	Reinspections				
	Bldg	Single-family dwellings	\$63.42	\$63.42	\$0.00	0.00%
	Bldg	Multifamily and commercial	\$76.07	\$76.07	\$0.00	0.00%
	Bldg	For each inspection requested out of sequence	\$57.07	\$57.07	\$0.00	0.00%
8-103	Bldg	Other building permit fees				
	Bldg	Moving structures (plus police escort fee)	\$126.79	\$126.79	\$0.00	0.00%
	Bldg	Demolition permits	\$57.05	\$57.05	\$0.00	0.00%
	Bldg	For each required demolition inspection	\$57.05	\$57.05	\$0.00	0.00%
	Bldg	Manufactured or mobile home (if not installed by a registered retailer or installer)/Job Trailer	\$57.05	\$57.05	\$0.00	0.00%
	Bldg	Per required inspection	\$57.05	\$57.05	\$0.00	0.00%
	Bldg	Swimming pools and spas (construction or installation)	\$126.79	\$126.79	\$0.00	0.00%
	Bldg	For each required pool/spa inspection	\$57.05	\$57.05	\$0.00	0.00%
	Bldg	Irrigation and backflow prevention assembly	\$63.39	\$63.39	\$0.00	0.00%
	Bldg	For each required inspection	\$50.72	\$50.72	\$0.00	0.00%
	Bldg	Certain structures with roof	\$63.39	\$63.39	\$0.00	0.00%
	Bldg	Per each required inspection	\$57.05	\$57.05	\$0.00	0.00%
	Bldg	(Construction of porches, patios, decks, carports, storage sheds, etc., under roof and not otherwise permitted )				
	Bldg	Remodeling and alterations	\$50.72	\$50.72	\$0.00	0.00%
	Bldg	(Structural alterations, repairs, and remodeling on all structures, including shell buildings and mobile or manufactured homes, for which a permit is not otherwise required if less than 200 sq. ft.)				
	Bldg	Single-family residential per required inspection	\$57.05	\$57.05	\$0.00	0.00%
	Bldg	Multifamily and commercial per required inspection	\$69.73	\$69.73	\$0.00	0.00%
	Bldg	Certificate of occupancy fee				
	Bldg	(If vacant or unused for one year, an inspection will be performed to determine the requirements to bring the building or other structure into compliance with current city ordinances and life, safety and health codes for the intended				
	Bldg	Single-family residential	\$82.41	\$82.41	\$0.00	0.00%
	Bldg	Multifamily, commercial or industrial	\$95.09	\$95.09	\$0.00	0.00%
	Bldg	Required inspection time (per hour; one-hour minimum)	\$82.41	\$82.41	\$0.00	0.00%
8-105	Bldg	Existing buildings and structures				
	Bldg	Single-family	\$57.05	\$57.05	\$0.00	0.00%
	Bldg	Multifamily and commercial	\$95.09	\$95.09	\$0.00	0.00%
8-106	Bldg	Construction in extraterritorial jurisdiction (ETJ)				
	Bldg	Residential (minimum)	\$44.38	\$44.38	\$0.00	0.00%
	Bldg	Per inspection required	\$57.05	\$57.05	\$0.00	0.00%
	Bldg	Commercial Plumbing	\$57.05	\$57.05	\$0.00	0.00%
	Bldg	Multifamily and commercial per inspection	\$69.73	\$69.73	\$0.00	0.00%

Code Section	Dept.	Description	FY 2015 Adopted Amount	FY 2016 Proposed Amount	\$ Change	% Change
	Bldg	Food/Beverage Establishment				
	Bldg	(Food Service, retail food, food processing plant or	1 to 5 (\$126.79)	1 to 5 (\$126.79)	\$0.00	0.00%
	Bldg	warehouse) Permit valid from Oct 01 to Sept 30	6 to 19 (\$190.21)	6 to 19 (\$190.21)	\$0.00	0.00%
	Bldg		20 plus (\$317.00)	20 plus (\$317.00)	\$0.00	0.00%
	Bldg	Expired permit late fee	\$63.39	\$63.39	\$0.00	0.00%
	Bldg	Building administrative fees	\$63.39	\$63.39	\$0.00	0.00%
	Bldg	Holiday/Weekend Inspection - Commercial Base Fee	\$73.05	\$73.05	\$0.00	0.00%
	Bldg	Holiday/Weekend Inspection - Residential Base Fee	\$59.77	\$59.77	\$0.00	0.00%
	Bldg	Holiday/Weekend Inspection - Hourly Rate for Commercial and Residential (One Hour Minimum)	\$45.55	\$45.55	\$0.00	0.00%
<b>* Fire Department Pass through Fees</b>						
	Bldg	Plan Review & Initial Inspections				
	Bldg	New Shell Building Plan	\$150.00	\$150.00	\$0.00	\$0.00
	Bldg	New Building Plan, New Tenant Finish-Out	\$150.00 + \$0.10 per sq. ft.	\$150.00 + \$0.10 per sq. ft.	\$0.00	\$0.00
	Bldg	Building Plan - Remodel of existing tenant space	\$150.00	\$150.00	\$0.00	\$0.00
	Bldg	Administrative Fee	\$63.39	\$63.39	\$0.00	\$0.00
	Bldg	Fire Alarm Systems				
	Bldg	200 or fewer devices	\$200.00	\$200.00	\$0.00	\$0.00
	Bldg	201 or greater devices	\$200.00 + \$0.50 per device over 200 devices	\$200.00 + \$0.50 per device over 200 devices	\$0.00	\$0.00
	Bldg	Administrative Fee	\$63.39	\$63.39	\$0.00	\$0.00
	Bldg	Fire Sprinkler Automatic Systems:				
	Bldg	Less than 6,001 sq. ft.	\$500.00	\$500.00	\$0.00	\$0.00
	Bldg	6,001 to 12,000 sq. ft.	\$600.00	\$600.00	\$0.00	\$0.00
	Bldg	Greater than 12,000 sq. ft.	\$600.00 + \$0.01 per sq. ft. over 12,000 (max \$800.00)	\$600.00 + \$0.01 per sq. ft. over 12,000 (max \$800.00)	\$0.00	\$0.00
	Bldg	Automatic Fire Sprinkler System-Remodel	\$150.00	\$150.00	\$0.00	\$0.00
	Bldg	Standpipe Systems	\$300.00 1st System, \$150 ea additional systems	\$300.00 1st System, \$150 ea additional systems	\$0.00	\$0.00
	Bldg	Administrative Fee	\$63.39	\$63.39	\$0.00	\$0.00
	Bldg	Fire Re-Inspection /Tests				
	Bldg	First System Re-Test	\$50.00	\$50.00	\$0.00	0.00%
	Bldg	Second System Re-Test	\$100.00	\$100.00	\$0.00	0.00%
	Bldg	Third System Re-Test	\$150.00	\$150.00	\$0.00	0.00%
	Bldg	Home Foster Care/Adoption	EXEMPT	EXEMPT	\$0.00	0.00%
	Bldg	Other Fire Related Inspections				
	Bldg	Above/Underground Storage Tanks	\$200.00	\$200.00	\$0.00	0.00%
	Bldg	Access Gates	\$100.00	\$100.00	\$0.00	0.00%
	Bldg	Alternative Fire Suppression Systems (Paint/Spray Booths)	\$150.00	\$150.00	\$0.00	0.00%
	Bldg	Change of Occupancy Use	\$50.00	\$50.00	\$0.00	0.00%
	Bldg	Commercial Propane Installations	\$250.00	\$250.00	\$0.00	0.00%
	Bldg	Daycare Annual Inspection	\$75.00	\$75.00	\$0.00	0.00%
	Bldg	Healthcare/Assisted Living	\$45.00 + \$15.00 per additional building	\$45.00 + \$15.00 per additional building	\$0.00	0.00%
	Bldg	Hospitals/Licensed Clinics	\$75.00	\$75.00	\$0.00	0.00%
	Bldg	Hydrant Flow Test	\$100.00	\$100.00	\$0.00	0.00%
	Bldg	Kitchen Vent Hood Suppression System	\$150.00	\$150.00	\$0.00	0.00%
	Bldg	Administrative Fee	\$63.39	\$63.39	\$0.00	0.00%
<b>Art. V - Mobile homes, manufactured homes and parks</b>						
8-151	Bldg	Construction of a permanent residential and/or commercial structure in any mobile home park	\$209.20	\$209.20	\$0.00	0.00%
	Bldg	Plus per space amount	\$12.68	\$12.68	\$0.00	0.00%
8-152	Bldg	Mobile home owner's inspection certificate for initial hookup	\$34.89	\$34.89	\$0.00	0.00%
	Bldg	Reinspection	\$20.95	\$20.95	\$0.00	0.00%
	Bldg	Mobile home park certificate of inspection	\$69.73	\$69.73	\$0.00	0.00%
	Bldg	Plus per space amount	\$1.27	\$1.27	\$0.00	0.00%
	Bldg	Reinspection	\$20.95	\$20.95	\$0.00	0.00%
8-224	Bldg	Model home permit (for each application or resubmittal rejected application--to occupy)	\$69.73	\$69.73	\$0.00	0.00%
11-168	Bldg	Itinerant merchant (Solicitor's Permit), itinerant vendor license (per quarter)	\$31.75	\$31.75	\$0.00	0.00%
	Bldg	Mobile Food Vendor (Cold - per quarter)	\$47.50	\$47.50	\$0.00	0.00%
	Bldg	Mobile Food Vendor (Hot - per quarter)	\$55.50	\$55.50	\$0.00	0.00%
	Bldg	Temp Food Vendor (Cold - per month)	\$19.00	\$19.00	\$0.00	0.00%
	Bldg	Temp Food Vendor (Hot - per month)	\$22.25	\$22.25	\$0.00	0.00%
<b>Chapter 29. Signs</b>						
29-70	Bldg	Permit fee (based on gross surface area square footage)				
	Bldg	Up to 40	\$31.70	\$31.70	\$0.00	0.00%
	Bldg	41 to 60	\$63.39	\$63.39	\$0.00	0.00%
	Bldg	61 to 120	\$126.79	\$126.79	\$0.00	0.00%
	Bldg	121 to 200	\$221.80	\$221.80	\$0.00	0.00%
	Bldg	201 and larger	\$412.06	\$412.06	\$0.00	0.00%
	Bldg	Contractor Registration Fee (Annual)	\$12.65	\$12.65	\$0.00	0.00%



Code Section	Dept.	Description	FY 2015 Adopted Amount	FY 2016 Proposed Amount	\$ Change	% Change
<b>Court Revenue</b>						
<b>Chapter 14. Courts</b>						
14-60	Court	Nonstandardized sheet size, postal charges	Actual costs	Actual costs	Varies	Varies
	Court	All other court fees are established in accordance to C.C.P (Court of Criminal Procedures) Chapter 102, Subchapter C, Article 102.071. <a href="http://www.statutes.legis.state.tx.us/Docs/CR/htm/CR.102.htm">http://www.statutes.legis.state.tx.us/Docs/CR/htm/CR.102.htm</a>				
<b>Library Revenue</b>						
<b>Article V: Ord No: 358 Section 2-465. Library</b>						
	Library	Printing and Photocopying Fees				
	Library	Color Printing (per page)	\$0.65	\$0.65	\$0.00	0.00%
	Library	Black/White Printing (per page)	\$0.15	\$0.15	\$0.00	0.00%
	Library	Photocopying Fee (per page Letter Size if one-sided)	\$0.15	\$0.15	\$0.00	0.00%
	Library	Photocopying Fee (per page Ledger Size if one-sided)	\$0.00	\$0.30	New	New
	Library	Photocopying Fee (per page Letter Size if double-sided)	\$0.30	\$0.30	\$0.00	0.00%
	Library	Photocopying Fee (per page Ledger Size if double-sided)	\$0.00	\$0.60	New	New
	Library	Overdue Books/DVDs/VHS Fees				
	Library	Overdue Book (per day) + associated postage costs	\$0.15	\$0.15	\$0.00	0.00%
	Library	Overdue DVD or VHS tape (per day) + associated postage costs	\$0.30	\$0.30	\$0.00	\$0.00
	Library	Lost or damaged library item	Cost of item plus any overdue fees	Cost of item plus any overdue fees	\$0.00	0.00%
	Library	Handling fee for lost or damaged library item	\$5.00	\$5.00	\$0.00	0.00%
	Library	Fax Fees				
	Library	Incoming (per page)	\$0.30	\$0.30	\$0.00	0.00%
	Library	Outgoing				
	Library	Up to 5 pages	N/A	N/A	N/A	N/A
	Library	6 – 10 pages	N/A	N/A	N/A	N/A
	Library	11 – 15 pages	N/A	N/A	N/A	N/A
	Library	16 – 20 pages	N/A	N/A	N/A	N/A
	Library	21 – 25 pages	N/A	N/A	N/A	N/A
	Library	Per Set of 1 - 5 Pages	\$2.50	\$2.50	\$0.00	0.00%
	Library	International Fax				
	Library	Up to 5 pages	N/A	N/A	N/A	N/A
	Library	6 – 10 pages	N/A	N/A	N/A	N/A
	Library	11 – 15 pages	N/A	N/A	N/A	N/A
	Library	16 – 20 pages	N/A	N/A	N/A	N/A
	Library	21 – 25 pages	N/A	N/A	N/A	N/A
	Library	Per Set of 1 - 5 Pages	\$5.00	\$5.00	\$0.00	0.00%
	Library	Inter-Library Lending Fee (per book)	\$2.20	\$2.00	(\$0.20)	-9.09%
	Library	Replacement Library Card	\$2.10	\$2.00	(\$0.10)	-4.76%
	Library	Guest Computer Pass	\$1.00	\$1.00	\$0.00	0.00%
	Library	Community Room				
	Library	\$20/per event (up to 2 hours) for each event occurring after initial event (up to 2 hours at no charge) each month	\$20.00	Delete - See PARD	\$0.00	0.00%
	Library	Clean-up fee for one side of Community Room if food is served	\$79.00	Delete - See PARD	\$0.00	0.00%
	Library	Clean-up fee for both sides of Community Room if food is served	\$158.00	Delete - See PARD	\$0.00	0.00%
	Library	Burdine and Jack Johnson Wing Meeting Rooms				
		One event (up to 2 hours) free each month.	FREE	FREE	\$0.00	0.00%
		Subsequent hours \$10 per hour	10.00/hour	10.00/hour	\$0.00	0.00%
		Cleaning fee - required if food is served	\$100.00	\$100.00	\$0.00	0.00%
<b>PARD Revenue</b>						
<b>Chapter 26. Parks and Recreation</b>						
26-146(a)(1)	PARD	Community Rooms - Kyle Resident (per hour)	\$37.00	\$37.00	\$0.00	0.00%
	PARD	Community Rooms - Kyle Resident (per day)	\$184.00	\$184.00	\$0.00	0.00%
	PARD	Community Rooms - Non-Kyle Resident (per hour)	\$74.00	\$74.00	\$0.00	0.00%
	PARD	Community Rooms - Non-Kyle Resident (per day)	\$368.00	\$368.00	\$0.00	0.00%
26-146(a)(3)	PARD	Gazebo-City Square Park - Kyle Resident (per hour)	\$16.00	\$16.00	\$0.00	0.00%
26-146(a)(3)	PARD	Gazebo-City Square Park - Non-Kyle Resident (per hour)	\$32.00	\$32.00	\$0.00	0.00%
	PARD	Historic Kyle City Hall - Kyle Resident (10% Discount for KASZ Members) (per hour)	\$110.00	\$110.00	\$0.00	0.00%
	PARD	Historic Kyle City Hall - Kyle Resident (10% Discount for KASZ Members) (per day)	\$551.00	\$551.00	\$0.00	0.00%
	PARD	Historic Kyle City Hall - Non- Kyle Resident (10% Discount for KASZ Members) (per hour)	\$220.00	\$220.00	\$0.00	0.00%
	PARD	Historic Kyle City Hall - Non- Kyle Resident (10% Discount for KASZ Members) (per day)	\$1,102.00	\$1,102.00	\$0.00	0.00%
26-146(a)(4)	PARD	Sports Field - Kyle Resident				
	PARD	Without lights (per hour)	\$16.00	\$16.00	\$0.00	0.00%
	PARD	With lights (per hour)	\$32.00	\$32.00	\$0.00	0.00%
26-146(a)(4)	PARD	Sports Field - Non-Kyle Resident				
	PARD	Without lights (per hour)	\$31.50	\$31.50	\$0.00	0.00%
	PARD	With lights (per hour)	\$63.00	\$63.00	\$0.00	0.00%
26-146(a)(5)	PARD	Concession Sales - Kyle Resident (per hour)	\$16.00	\$16.00	\$0.00	0.00%
26-146(a)(5)	PARD	Concession Sales - Non Kyle Resident (per hour)	\$32.00	\$32.00	\$0.00	0.00%
	PARD	Food Truck Permit (Per Month)	\$53.00	\$53.00	\$0.00	0.00%
26-146(a)(6)	PARD	Covered Pavilion - Kyle Resident (per hour)	\$27.00	\$27.00	\$0.00	0.00%
26-146(a)(6)	PARD	Covered Pavilion - Non Kyle Resident (per hour)	\$53.00	\$53.00	\$0.00	0.00%
	PARD	Barricade Use Fee (per barricade)	\$0.00	\$11.00	\$0.00	0.00%
26-146(a)(7)	PARD	Portable Table Rentals in all parks and pool (per day)	\$11.00	\$11.00	\$0.00	0.00%

Code Section	Dept.	Description	FY 2015 Adopted Amount	FY 2016 Proposed Amount	\$ Change	% Change
26-146(a)(8)	PARD	Tournament Rental (Sports Complex at Gregg-Clarke Park Includes Fields # 1 - # 4) (per day)	\$525.00	\$525.00	\$0.00	0.00%
26-146(a)(9)	PARD	Banner Ads at Gregg-Clarke Park (annual per square foot - based on location)	\$5.00 - \$15.00	\$5.00 - \$15.00	\$0.00	0.00%
	PARD	Private Event Rental Clean-Up Deposit (only \$100 is refundable)	\$102.50 plus add'l expenses incurred over deposit	\$102.50 plus add'l expenses incurred over deposit	\$0.00	0.00%
	PARD	Special Event Rental Clean-Up Deposit (only \$500 is refundable)	\$502.50 plus add'l expenses incurred over deposit	\$502.50 plus add'l expenses incurred over deposit	\$0.00	0.00%
26-146(a)(8)	PARD	Swimming Pool				
	PARD	Open Swim Fees				
	PARD	Kyle residents				
	PARD	Ages 3 and under	N/A	N/A	\$0.00	0.00%
	PARD	Ages 4 - 12	\$1.00	\$1.00	\$0.00	0.00%
	PARD	Ages 13 - 17	\$2.00	\$2.00	\$0.00	0.00%
	PARD	Ages 18 - 54	\$3.00	\$3.00	\$0.00	0.00%
	PARD	Ages 55 and above	\$1.00	\$1.00	\$0.00	0.00%
	PARD	Non-Kyle residents (ages 4 and above)	\$4.00	\$4.00	\$0.00	0.00%
	PARD	Season Pass				
	PARD	Kyle residents				
	PARD	Ages 3 and under	N/A	N/A	\$0.00	0.00%
	PARD	Ages 4 - 12	\$26.00	\$26.00	\$0.00	0.00%
	PARD	Ages 13 - 17	\$52.00	\$52.00	\$0.00	0.00%
	PARD	Ages 18- 54	\$78.00	\$78.00	\$0.00	0.00%
	PARD	Ages 55 and above	\$26.00	\$26.00	\$0.00	0.00%
	PARD	Family of five (additional family member(s) must purchase pass in their age group)	\$160.00	\$160.00	\$0.00	0.00%
	PARD	Non-Kyle residents				
	PARD	Ages 3 and under	N/A	N/A	\$0.00	0.00%
	PARD	Ages 4 - 12	\$104.00	\$104.00	\$0.00	0.00%
	PARD	Ages 13 - 17	\$104.00	\$104.00	\$0.00	0.00%
	PARD	Ages 18 - 54	\$104.00	\$104.00	\$0.00	0.00%
	PARD	Ages 55 and above	\$104.00	\$104.00	\$0.00	0.00%
	PARD	Family of five (additional family member must purchase pass in their age group)	\$320.00	\$320.00	\$0.00	0.00%
	PARD	Punch Card (Equals 15 Visits)				
	PARD	Kyle residents				
	PARD	Ages 4 - 12	\$13.00	\$13.00	\$0.00	0.00%
	PARD	Ages 13 - 17	\$26.00	\$26.00	\$0.00	0.00%
	PARD	Ages 18 - 54	\$39.00	\$39.00	\$0.00	0.00%
	PARD	Ages 55 and above	\$13.00	\$13.00	\$0.00	0.00%
	PARD	Non-Kyle residents				
	PARD	Ages 4 - 12	\$52.00	\$52.00	\$0.00	0.00%
	PARD	Ages 13 - 17	\$52.00	\$52.00	\$0.00	0.00%
	PARD	Ages 18 - 54	\$52.00	\$52.00	\$0.00	0.00%
	PARD	Ages 55 and above	\$52.00	\$52.00	\$0.00	0.00%
	PARD	BOGO Season Passes & Punch Cards: October 1 - March 31 (COB)	Buy One Get One-ELV	Buy One Get One-ELV	\$0.00	0.00%
	PARD	Private rental of Kyle Pool, includes lifeguards (two-hour minimum; cost depends on number of guests/swimmers); Kyle Resident or Non-Resident	\$60.00 - \$250.00/Hour	\$60.00 - \$250.00/Hour	\$0.00	0.00%
	PARD	Swim Lessons (Kyle Resident and Non-Resident)				
	PARD	Group Swim Lessons (per session)	\$56.00	\$56.00	\$0.00	0.00%
	PARD	Preschool Swim Lessons (per session)	\$50.00	\$50.00	\$0.00	0.00%
	PARD	Private Swim Lessons (per session)	\$82.00	\$82.00	\$0.00	0.00%
	PARD	Parent-Tot Swim Lessons (per session)	\$56.00	\$56.00	\$0.00	0.00%
	PARD	Swim Team	\$160.00	\$160.00	\$0.00	0.00%
26-146(b)	PARD	PARD Programs				
	PARD	Polar Bear Swim (per person)	\$26.00	\$15.00 - \$26.00	\$0.00	0.00%
	PARD	Sports Leagues (per person)	\$25.00 - \$125.00	\$25.00 - \$125.00	\$0.00	0.00%
	PARD	Hooked on Fishing Programs (per person)	\$25.00 - \$75.00	\$25.00 - \$75.00	\$0.00	0.00%
	PARD	Safety Training Programs	\$10.00 - \$250.00	\$10.00 - \$250.00	\$0.00	0.00%
	PARD	Family Fun Ride	\$5.00 - \$15.00	\$5.00 - \$15.00	\$0.00	0.00%
	PARD	Summer Youth Camps - Registration	\$32.00	\$32.00	\$0.00	0.00%
	PARD	Summer Youth Camps - Per week, per child	\$120.00	\$120.00	\$0.00	0.00%
	PARD	Family Campout	\$126.00/family of 4 plus \$26.00 per each additional person	\$126.00/family of 4 plus \$26.00 per each additional person	\$0.00	0.00%
	PARD	Recreation Contract Programs	Refer to contract for rates and commission	Refer to contract for rates and commission	\$0.00	0.00%
	PARD	Teen Nights	\$2 - \$15/person	\$2 - \$15/person	\$0.00	0.00%
	PARD	July 4 <sup>th</sup> Fireworks - Sponsor Fees (depends on donation amount)	\$1.00 - \$10,000.00	\$1.00 - \$10,000.00	\$0.00	0.00%
	PARD	Movies in the Park - Sponsor Fees (depends on donation amount)	\$1.00 - \$10,000.00	\$1.00 - \$10,000.00	\$0.00	0.00%

Code Section	Dept.	Description	FY 2015 Adopted Amount	FY 2016 Proposed Amount	\$ Change	% Change
	PARD	Hooked on Fishing - Sponsor Fees (depends on donation amount)	\$1.00 - \$10,000.00	\$1.00 - \$10,000.00	\$0.00	0.00%
	PARD	Office Point of Purchase Sales (varies based on product)	\$1.00 - \$50.00	\$1.00 - \$50.00	\$0.00	0.00%
	PARD	Santa's Arrival & School Choirs				
	PARD	Booth Spaces	\$45.00 - \$90.00	\$45.00 - \$90.00	\$0.00	0.00%
	PARD	Sponsorships (depends on donation amount)	\$1.00 - \$10,000.00	\$1.00 - \$10,000.00	\$0.00	0.00%
	PARD	Jubilee				
	PARD	Gate Admission	\$2/person or \$5/carload	\$2/person or \$5/carload	\$0.00	0.00%
	PARD	Booth Spaces	\$45.00 - \$90.00	\$45.00 - \$90.00	\$0.00	0.00%
	PARD	Sponsorships (depends on donation amount)	\$1.00 - \$10,000.00	\$1.00 - \$10,000.00	\$0.00	0.00%
	PARD	Texas Hunting and Fishing Licenses				
		Rates Vary - Set by State of Texas - please refer to <a href="http://www.tpwd.state.tx.us/business/licenses/public/recreational/">http://www.tpwd.state.tx.us/business/licenses/public/recreational/</a> for the current amount being charged. The amount listed on the website does include a 5% sales commission to the City.				
<b>Chapter 41. Subdivisions</b>						
41-147(b)	PARD	Parkland dedication fee - Land (per LUE at final plat)	\$600.00/LUE	\$600.00/LUE	\$0.00	0.00%
	PARD	Parkland dedication fee - Improvements/Facilities (per LUE at final plat)	\$600.00/LUE	\$600.00/LUE	\$0.00	0.00%
<b>PD Revenue</b>						
<b>Chapter 5. Animals</b>						
5-156(d)	PD	Adoption of animals from shelter	\$95.08	\$95.08	\$0.00	0.00%
5-184	PD	Failure of a dog or cat to wear a vaccination tag	\$25.36	\$25.36	\$0.00	0.00%
5-185	PD	Annual Animal License Fee - Unneutered dog or cat	\$10.50	\$10.50	\$0.00	0.00%
	PD	Annual Animal License Fee - Neutered dog or cat	\$5.25	\$5.25	\$0.00	0.00%
	PD	Annual Animal License Fee - Other animals	\$5.25	\$5.25	\$0.00	0.00%
5-213(a)	PD	Commercial animal enterprises and multiple animal ownership				
	PD	Circus or zoo	\$633.94	\$633.94	\$0.00	0.00%
	PD	Commercial animal enterprise	\$126.79	\$126.79	\$0.00	0.00%
	PD	Multiple animal owner	\$63.39	Move to One Time Fee	\$0.00	0.00%
	PD	Guard dog	\$63.39	\$63.39	\$0.00	0.00%
	PD	Annual renewal fee for all	\$63.39	\$63.39	\$0.00	0.00%
	PD	Multiple Animal Owner - One Time Permit Fee	\$63.39	\$63.39	\$0.00	0.00%
	PD	Minature Livestock - One Time Permit Fee	\$0.00	\$50.00	New	New
5-9 (all fees)	PD	Impoundment Fee (Per Animal Captured) - San Marcos Animal Shelter				
	PD	Unneutered Dog or Cat - First Time	\$21.74	\$21.74	\$0.00	0.00%
	PD	Second Time	\$36.23	\$36.23	\$0.00	0.00%
	PD	Third Time	\$72.45	\$72.45	\$0.00	0.00%
	PD	Neutered Dog or Cat - First Time	\$21.74	\$21.74	\$0.00	0.00%
	PD	Second Time	\$36.23	\$36.23	\$0.00	0.00%
	PD	Third Time	\$72.45	\$72.45	\$0.00	0.00%
	PD	Fowl or Other Small Animal - First Time	\$21.74	\$21.74	\$0.00	0.00%
	PD	Second Time	\$36.23	\$36.23	\$0.00	0.00%
	PD	Third Time	\$72.45	\$72.45	\$0.00	0.00%
	PD	Livestock - First Time	\$60.38	\$60.38	\$0.00	0.00%
	PD	Second Time	\$241.50	\$241.50	\$0.00	0.00%
	PD	Third Time	\$422.63	\$422.63	\$0.00	0.00%
	PD	Zoological and/or Circus Animal - First Time	\$120.75	\$120.75	\$0.00	0.00%
	PD	Second Time	\$241.50	\$241.50	\$0.00	0.00%
	PD	Third Time	\$603.75	\$603.75	\$0.00	0.00%
	PD	More than four violations by any pet or combination thereof owned by the same person in three years or less shall be a flat fee for each impoundment thereafter.	\$603.75	\$603.75	\$0.00	0.00%
	PD	Impoundment Fee (Per Animal Captured)				
	PD	Owner/Harbored Animal Surrender Fees				
	PD	Cats	\$0.00	\$0.00	\$0.00	0.00%
	PD	Dogs	\$0.00	\$0.00	\$0.00	0.00%
	PD	Litters dogs or cats	\$0.00	\$0.00	\$0.00	0.00%
	PD	Other small animals	\$0.00	\$0.00	\$0.00	0.00%
	PD	Large animals	N/A	N/A	N/A	N/A
11-282	PD	Commercial Towing and Wrecker Service				
	PD	Within City Limits	\$63.39	Delete	\$0.00	0.00%
	PD	Outside City Limits	\$63.39	Delete	\$0.00	0.00%
	PD	Per Mile	\$1.27	Delete	\$0.00	0.00%
	PD	Dolly Required Tow	\$88.75	Delete	\$0.00	0.00%
	PD	Exceptional labor (per hour; one hour minimum)	\$31.70	Delete	\$0.00	0.00%
	PD	Does not include normal hook-up procedures or routine cleanup when it takes 30 minutes or less				
	PD	Storage for first five days for storage fees (per day)	\$6.34	Delete	\$0.00	0.00%
	PD	After first five days (per day)	\$8.88	Delete	\$0.00	0.00%
	PD	Separate charge for a trailer				
	PD	Inside storage fees requested by the owner or operator of the vehicle (per day)	\$12.68	Delete	\$0.00	0.00%
	PD	If inside storage is requested by police department, the city shall pay the difference between the regular and inside storage fee				
	PD	Waiting at the scene for permission to remove vehicle after first 30 minutes (per hour)	\$25.36	Delete	\$0.00	0.00%
	PD	Exceptional labor used to retrieve a vehicle from a river, creek, or any waterway	Actual costs	Delete	N/A	N/A

Code Section	Dept.	Description	FY 2015 Adopted Amount	FY 2016 Proposed Amount	\$ Change	% Change
11-283	PD	Administration fee for each nonconsent or motor vehicle accident tow performed	\$6.34	Delete	\$0.00	0.00%
11-285	PD	Vehicles released during hours other than normal business hours	\$25.36	\$25.36	\$0.00	0.00%
	PD	Annual Wrecker Application Fee	\$0.00	\$250.00	New	New
	PD	Licensed Vehicle Storage Facility Lien Foreclosure - Title 7, Subchapter H, chapter 683, mandated by State of Texas	\$0.00	\$10.00	New	New
23-241(b)	PD	Abandoned motor vehicles (garagekeepers report)	\$12.68	\$12.68	\$0.00	0.00%
	PD	Crash Report Fee - Requested Online (per report)				
	PD	Total Charge	\$6.00	Delete	\$0.00	0.00%
	PD	Police Reports us Fee	\$2.50	Delete	\$0.00	0.00%
	PD	Net Amount Remitted to City	\$3.50	Delete	\$0.00	0.00%
	PD	Crash Report Fee - Requested at PD (per report)	\$6.00	\$6.00	\$0.00	0.00%
	PD	PD Certification of Crash Report (per report; in addition to Crash Report Fee)	\$2.00	\$2.00	\$0.00	0.00%
	PD	Local Background / Police Clearance Letter	\$10.00	\$10.00	\$0.00	0.00%
	PD	False Alarm Fee (Per Incident) - Number of violations is calculated over a rolling 12-month period				
		3 or Less	\$0.00	\$0.00	\$0.00	0.00%
		4 - 5	\$52.50	\$52.50	\$0.00	0.00%
		6 - 7	\$78.75	\$78.75	\$0.00	0.00%
		8 or More	\$105.00	\$105.00	\$0.00	0.00%
23.279	PD	Mass Gathering Fees				
		Permit Fee	\$300.00	\$300.00	\$0.00	0.00%
		Inspection Fee	Actual costs	Actual costs	\$0.00	0.00%
	PD	All other police department fees are established in accordance to the AG Charge Schedule authorized by the Texas Administrative Code, Title 1, Part 3, Chapter 70, Rule Section 70.3. <a href="http://info.sos.state.tx.us/pls/pub/readtacSext.TacPage?sl=R&amp;app=9&amp;p_dir=&amp;p_rloc=&amp;p_tloc=&amp;p_ploc=&amp;pg=1&amp;p_tac=&amp;ti=1&amp;pt=3&amp;ch=70&amp;rl=3">http://info.sos.state.tx.us/pls/pub/readtacSext.TacPage?sl=R&amp;app=9&amp;p_dir=&amp;p_rloc=&amp;p_tloc=&amp;p_ploc=&amp;pg=1&amp;p_tac=&amp;ti=1&amp;pt=3&amp;ch=70&amp;rl=3</a>				
47.4	PD	Golf Cart Permit Fee	\$20.00	\$20.00	\$0.00	0.00%
<b>Planning Revenue</b>						
<b>Subdivision Plats</b>						
	Plan	PID Application Fee	\$0.00	\$15,000.00	New	New
8-109	Plan	Short form plat - Base	\$453.29	\$453.29	\$0.00	0.00%
8-115	Plan	Short form plat - + Per Lot Fee	\$6.04	\$6.04	\$0.00	0.00%
8-110	Plan	Preliminary plan - Base	\$1,002.58	\$1,002.58	\$0.00	0.00%
	Plan	Preliminary plan - + Per Lot Fee	\$6.04	\$6.04	\$0.00	0.00%
8-111	Plan	Final plat - Base	\$1,142.76	\$1,142.76	\$0.00	0.00%
	Plan	Final plat - + Per Acre Fee	\$18.11	\$18.11	\$0.00	0.00%
8-112	Plan	Site development - Base	\$1,631.78	\$1,631.78	\$0.00	0.00%
	Plan	Site development - + Per Acre Fee	\$90.56	\$90.56	\$0.00	0.00%
8-113	Plan	Engineer review fee (total amount billed to city, plus ten percent)	Varies	Varies	N/A	N/A
8-114	Plan	Plat vacation (plus all estimated county recording fees)	\$310.24	\$310.24	\$0.00	0.00%
8-116	Plan	Subdivision variance request (in advance for each variance requested)	\$564.53	\$564.53	\$0.00	0.00%
8-117	Plan	Construction inspection (total amount deposited prior to start of construction) For construction of all streets, water, wastewater, drainage and other infrastructure required to be constructed for the approval and final acceptance of any subdivision or section thereof shall be paid, together with all other applicable fees and charges	2% of estimated cost	2% of estimated cost	\$0.00	0.00%
8-118	Plan	Zoning change and variances - Base	\$428.06	\$428.06	\$0.00	0.00%
	Plan	Zoning change and variances - + Per Acre Fee	\$3.62	\$3.62	\$0.00	0.00%
	Plan	Plum Creek PUD Substantial Amendment	\$407.68+\$3.45 per acre + newspaper notification fee	\$407.68+\$3.45 per acre + newspaper notification fee	\$0.00	0.00%
	Plan	Plum Creek PUD Minor Amendment	\$200.00	\$200.00	\$0.00	0.00%
	Plan	Each applicant requested postponement of zoning request	\$69.72	\$69.72	\$0.00	0.00%
	Plan	Zoning Verification Letter	\$63.42	\$63.42	\$0.00	0.00%
	Plan	Public Improvement Construction Plan Review + 1.5% of value of improvements	\$1,838.52	\$1,838.52	\$0.00	0.00%
	Plan	Small Site Development	\$894.47	\$894.47	\$0.00	0.00%
	Plan	Requested Code Amendment	\$200 (plus newspaper notification fee)	\$200 (plus newspaper notification fee)	\$0.00	0.00%
	Plan	Voluntary Annexation	\$850 (plus newspaper notification fee)	\$850 (plus newspaper notification fee)	\$0.00	0.00%
	Plan	Newspaper notification fee	\$190.21	\$190.21	\$0.00	0.00%
	Plan	Fire Department Preliminary, Final, & Plat Plan Review Fee	\$0.00	\$150.00	New	New
	Plan	Fire Department Site Plan Review Fee	\$0.00	\$200.00	New	New
<b>Chapter 53. Zoning</b>						
53-639	Plan	Recreational vehicle park district (annual park license)				
	Plan	First ten lots	\$126.79	\$126.79	\$0.00	0.00%
	Plan	Per each additional lot	\$6.34	\$6.34	\$0.00	0.00%
53-895	Plan	Application for conditional use permit	\$190.21	\$190.21	\$0.00	0.00%
	Plan	Plus per acre	\$3.78	\$3.78	\$0.00	0.00%
	Plan	Maps for sale (fees)				
	Plan	Tabloid size (11" x 17")	\$5.00	\$5.00	\$0.00	0.00%
	Plan	Arch. C-Size (24" x 36")	\$15.00	\$15.00	\$0.00	0.00%
	Plan	Custom (formula: \$25.00 base + \$25.00 per hr)	Variable price	Variable price	\$0.00	0.00%

Code Section	Dept.	Description	FY 2015 Adopted Amount	FY 2016 Proposed Amount	\$ Change	% Change
<b>Public Works Revenue</b>						
<b>Chapter 38. Streets, Sidewalks and Other Public Places</b>						
38-139	PW	Construction permit (alteration in right-of-way)	\$316.97	\$316.97	\$0.00	0.00%
	PW	Plus any engineering fees incurred				
	PW	Per month of duration of permit	\$63.39	\$63.39	\$0.00	0.00%
38-140	PW	Excavation permit (alteration in right-of-way)	\$316.97	\$316.97	\$0.00	0.00%
	PW	Plus any engineering fees incurred				
	PW	Per month of duration of permit	\$63.39	\$63.39	\$0.00	0.00%
38-144	PW	Certificate of occupation per year and per linear foot (permanent structure in right-of-way)	\$15.75/linear foot	\$15.75/linear foot	\$0.00	0.00%
38-145	PW	Temporary obstruction or occupation of the right-of-way	\$157.50	\$157.50	\$0.00	0.00%
38-153	PW	Appeal from permit revocation or other action	\$157.50	\$157.50	\$0.00	0.00%
<b>Chapter 50. Utilities</b>						
50-20(a)	PW	Water and sewer system tap fees				
	PW	Water tap				
	PW	Inside city	\$217.35 + Cost	\$217.35 + Cost	\$0.00	0.00%
	PW	Outside city	\$274.68 + Cost	\$274.68 + Cost	\$0.00	0.00%
	PW	Sewer tap				
	PW	Inside city	\$217.35 + Cost	\$217.35 + Cost	\$0.00	0.00%
	PW	Outside city	\$274.68 + Cost	\$274.68 + Cost	\$0.00	0.00%
	PW	Water Flow Tests	\$60.38	\$60.38	\$0.00	0.00%
	PW	Water Bac-T (Bacteria) Samples	\$60.38 for first sample + \$17.00 for each add'l sample	\$60.38 for first sample + \$17.00 for each add'l sample	\$0.00	0.00%
<b>Art. V - Industrial Waste</b>						
50-211(d)	PW	Tests for waste of abnormal strength	\$6.35	\$6.35	\$0.00	0.00%
<b>Utility Billing Revenue</b>						
50-21	UB	Service Connection Fee				
	UB	Water, sewer, and trash customers	\$63.39	\$63.39	\$0.00	0.00%
	UB	Wastewater customers only-service charge	\$31.70	\$31.70	\$0.00	0.00%
	UB	Emergency shut off fee	\$63.39	\$63.39	\$0.00	0.00%
	UB	After hours turn on fee	\$63.39	\$63.39	\$0.00	0.00%
	UB	Meter Test (3rd Party)				
	UB	Residential meter	\$120.45	\$120.45	\$0.00	0.00%
	UB	Commercial meter	\$221.88	\$221.88	\$0.00	0.00%
	UB	Meter tampering fee	\$633.94 + Possible Fine	\$633.94 + Possible Fine	\$0.00	0.00%
	UB	Late payment penalty	10% of outstanding balance	10% of outstanding balance	N/A	N/A
50-22	UB	Deposit for water, sewer and trash collection services (per LUE)	\$95.09	\$95.09	\$0.00	0.00%
	UB	Deposit for sewer and trash collection services only (per LUE)	\$63.39	\$63.39	\$0.00	0.00%
	UB	Fire Hydrant Deposit	\$1,449.00	\$1,449.00	\$0.00	0.00%
	UB	Fire Hydrant Minimum Charge (monthly)	\$145.34	\$145.34	\$0.00	0.00%
	UB	Delinquent Billing Fee (Disconnect/Reconnect)				
	UB	Within corporate limits of the city	\$55.13	\$55.13	\$0.00	0.00%
	UB	Outside corporate limits of the city	\$76.07	\$76.07	\$0.00	0.00%
	UB	Additional deposit may be required (calculated)				
	UB	Delinquent Billing Fee (Disconnect List Only)	\$38.04	\$38.04	\$0.00	0.00%
	UB	Transfer of service fee (within the city)	\$38.04	\$38.04	\$0.00	0.00%
	UB	Cost of Meter (initial install of meter - actual City cost plus ten percent)	Varies	Varies	N/A	N/A
	UB	Service Charge for Inspection Turn On	\$72.45	\$72.45	\$0.00	0.00%
50-23	UB	Water Minimum Charge (monthly)				
	UB	Inside city				
	UB	Single-family residential				
	UB	5/8 and 3/4 inch	\$33.23	\$33.23	\$0.00	0.00%
	UB	1-inch	\$49.83	\$49.83	\$0.00	0.00%
	UB	1 1/2-inch	\$83.04	\$83.04	\$0.00	0.00%
	UB	2-inch	\$166.10	\$166.10	\$0.00	0.00%
	UB	3-inch	\$265.75	\$265.75	\$0.00	0.00%
	UB	4-inch	\$531.50	\$531.50	\$0.00	0.00%
	UB	6-inch	\$830.47	\$830.47	\$0.00	0.00%
	UB	8-inch	\$1,660.93	\$1,660.93	\$0.00	0.00%
	UB	Multifamily residential				
	UB	5/8 and 3/4 inch	\$33.23	\$33.23	\$0.00	0.00%
	UB	1-inch	\$49.83	\$49.83	\$0.00	0.00%
	UB	1 1/2-inch	\$83.04	\$83.04	\$0.00	0.00%
	UB	2-inch	\$166.10	\$166.10	\$0.00	0.00%
	UB	3-inch	\$265.75	\$265.75	\$0.00	0.00%
	UB	4-inch	\$531.50	\$531.50	\$0.00	0.00%
	UB	6-inch	\$830.47	\$830.47	\$0.00	0.00%
	UB	8-inch	\$1,660.93	\$1,660.93	\$0.00	0.00%
	UB	Commercial				
	UB	5/8 and 3/4 inch	\$33.23	\$33.23	\$0.00	0.00%
	UB	1-inch	\$49.83	\$49.83	\$0.00	0.00%
	UB	1 1/2-inch	\$83.04	\$83.04	\$0.00	0.00%
	UB	2-inch	\$166.10	\$166.10	\$0.00	0.00%
	UB	3-inch	\$265.75	\$265.75	\$0.00	0.00%
	UB	4-inch	\$531.50	\$531.50	\$0.00	0.00%
	UB	6-inch	\$830.47	\$830.47	\$0.00	0.00%
	UB	8-inch	\$1,660.93	\$1,660.93	\$0.00	0.00%
	UB	Irrigation				
	UB	5/8 and 3/4 inch	\$33.23	\$33.23	\$0.00	0.00%
	UB	1-inch	\$49.83	\$49.83	\$0.00	0.00%
	UB	1 1/2-inch	\$83.04	\$83.04	\$0.00	0.00%
	UB	2-inch	\$166.10	\$166.10	\$0.00	0.00%
	UB	3-inch	\$265.75	\$265.75	\$0.00	0.00%
	UB	4-inch	\$531.50	\$531.50	\$0.00	0.00%
	UB	6-inch	\$830.47	\$830.47	\$0.00	0.00%
	UB	8-inch	\$1,660.93	\$1,660.93	\$0.00	0.00%

Code Section	Dept.	Description	FY 2015 Adopted Amount	FY 2016 Proposed Amount	\$ Change	% Change
	UB	Outside City				
	UB	Single-family residential				
	UB	5/8 and 3/4 inch	\$44.71	\$44.71	\$0.00	0.00%
	UB	1-inch	\$67.07	\$67.07	\$0.00	0.00%
	UB	1 1/2-inch	\$111.80	\$111.80	\$0.00	0.00%
	UB	2-inch	\$223.59	\$223.59	\$0.00	0.00%
	UB	3-inch	\$357.74	\$357.74	\$0.00	0.00%
	UB	4-inch	\$715.47	\$715.47	\$0.00	0.00%
	UB	6-inch	\$1,117.94	\$1,117.94	\$0.00	0.00%
	UB	8-inch	\$2,235.87	\$2,235.87	\$0.00	0.00%
	UB	Multifamily residential				
	UB	5/8 and 3/4 inch	\$44.71	\$44.71	\$0.00	0.00%
	UB	1-inch	\$67.07	\$67.07	\$0.00	0.00%
	UB	1 1/2-inch	\$111.80	\$111.80	\$0.00	0.00%
	UB	2-inch	\$223.59	\$223.59	\$0.00	0.00%
	UB	3-inch	\$357.74	\$357.74	\$0.00	0.00%
	UB	4-inch	\$715.47	\$715.47	\$0.00	0.00%
	UB	6-inch	\$1,117.94	\$1,117.94	\$0.00	0.00%
	UB	8-inch	\$2,235.87	\$2,235.87	\$0.00	0.00%
	UB	Commercial				
	UB	5/8 and 3/4 inch	\$44.71	\$44.71	\$0.00	0.00%
	UB	1-inch	\$67.07	\$67.07	\$0.00	0.00%
	UB	1 1/2-inch	\$111.80	\$111.80	\$0.00	0.00%
	UB	2-inch	\$223.59	\$223.59	\$0.00	0.00%
	UB	3-inch	\$357.74	\$357.74	\$0.00	0.00%
	UB	4-inch	\$715.47	\$715.47	\$0.00	0.00%
	UB	6-inch	\$1,117.94	\$1,117.94	\$0.00	0.00%
	UB	8-inch	\$2,235.87	\$2,235.87	\$0.00	0.00%
	UB	Irrigation				
	UB	5/8 and 3/4 inch	\$44.71	\$44.71	\$0.00	0.00%
	UB	1-inch	\$67.07	\$67.07	\$0.00	0.00%
	UB	1 1/2-inch	\$111.80	\$111.80	\$0.00	0.00%
	UB	2-inch	\$223.59	\$223.59	\$0.00	0.00%
	UB	3-inch	\$357.74	\$357.74	\$0.00	0.00%
	UB	4-inch	\$715.47	\$715.47	\$0.00	0.00%
	UB	6-inch	\$1,117.94	\$1,117.94	\$0.00	0.00%
	UB	8-inch	\$2,235.87	\$2,235.87	\$0.00	0.00%
	UB	Water volume rate monthly use (per 1,000 gallons)				
	UB	Inside city limits				
	UB	Single-family residential				
	UB	0 to 4,000	\$4.40	\$4.40	\$0.00	0.00%
	UB	4,001 to 8,000	\$5.50	\$5.50	\$0.00	0.00%
	UB	8,001 to 12,000	\$6.61	\$6.61	\$0.00	0.00%
	UB	12,001 to 16,000	\$7.69	\$7.69	\$0.00	0.00%
	UB	16,001 to 20,000	\$8.80	\$8.80	\$0.00	0.00%
	UB	20,001 to 30,000	\$9.90	\$9.90	\$0.00	0.00%
	UB	30,001 to 50,000	\$11.01	\$11.01	\$0.00	0.00%
	UB	50,001 or more	\$13.20	\$13.20	\$0.00	0.00%
	UB	Multifamily residential				
	UB	1 to 99,999,999	\$7.94	\$7.94	\$0.00	0.00%
	UB	Commercial				
	UB	1 to 99,999,999	\$7.94	\$7.94	\$0.00	0.00%
	UB	Irrigation				
	UB	1 to 99,999,999	\$9.27	\$9.27	\$0.00	0.00%
	UB	Construction				
	UB	1 to 99,999,999	\$7.94	\$7.94	\$0.00	0.00%
	UB	Outside city limits				
	UB	Single-family residential				
	UB	0 to 4,000	\$5.94	\$5.94	\$0.00	0.00%
	UB	4,001 to 8,000	\$7.41	\$7.41	\$0.00	0.00%
	UB	8,001 to 12,000	\$8.88	\$8.88	\$0.00	0.00%
	UB	12,001 to 16,000	\$10.37	\$10.37	\$0.00	0.00%
	UB	16,001 to 20,000	\$11.84	\$11.84	\$0.00	0.00%
	UB	20,001 to 30,000	\$13.34	\$13.34	\$0.00	0.00%
	UB	30,001 to 50,000	\$14.81	\$14.81	\$0.00	0.00%
	UB	50,001 or more	\$17.77	\$17.77	\$0.00	0.00%
	UB	Multifamily residential				
	UB	1 to 99,999,999	\$10.69	\$10.69	\$0.00	0.00%
	UB	Commercial				
	UB	1 to 99,999,999	\$10.69	\$10.69	\$0.00	0.00%
	UB	Irrigation				
	UB	1 to 99,999,999	\$12.47	\$12.47	\$0.00	0.00%
	UB	Construction				
	UB	1 to 99,999,999	\$8.90	\$8.90	\$0.00	0.00%
	UB	Emergency interconnect wholesale water rate (per 1,000 gallons)	\$5.96	\$5.96	\$0.00	0.00%

Code Section	Dept.	Description	FY 2015 Adopted Amount	FY 2016 Proposed Amount	\$ Change	% Change
50-24	UB	Wastewater Minimum Charge (monthly)				
	UB	Inside city limits				
	UB	Residential	\$17.99	\$17.99	\$0.00	0.00%
	UB	Nonresidential	\$17.99	\$17.99	\$0.00	0.00%
	UB	Commercial Sewer Only	\$17.99	\$17.99	\$0.00	0.00%
	UB	Flat rate customers	\$43.56	\$43.56	\$0.00	0.00%
	UB	Outside city limits				
	UB	Residential	\$24.28	\$24.28	\$0.00	0.00%
	UB	Nonresidential	\$24.28	\$24.28	\$0.00	0.00%
	UB	Commercial Sewer Only	\$24.28	\$24.28	\$0.00	0.00%
	UB	Flat rate customers	\$58.81	\$58.81	\$0.00	0.00%
	UB	Sewer volume rate monthly use (per 1,000 gallons)				
	UB	Inside city limits				
	UB	Residential (based on winter water use average)	\$3.47	\$3.47	\$0.00	0.00%
	UB	Nonresidential (based on monthly water meter reading)	\$3.93	\$3.93	\$0.00	0.00%
	UB	Commercial Sewer Only	\$3.93	\$3.93	\$0.00	0.00%
	UB	Flat rate customers	N/A	N/A	N/A	N/A
	UB	Outside city limits				
	UB	Residential (based on winter water use average)	\$4.70	\$4.70	\$0.00	0.00%
	UB	Nonresidential (based on monthly water meter reading)	\$5.31	\$5.31	\$0.00	0.00%
UB	Commercial Sewer Only	\$5.31	\$5.31	\$0.00	0.00%	
UB	Flat rate customers	N/A	N/A	N/A	N/A	
50-25	UB	Solid waste collection and disposal monthly rates (Per TDS contract with the City of Kyle)				
	UB	Full Retail Rate - October - March (includes franchise fee and sales tax)	\$21.45	\$22.48	\$1.03	4.80%
	UB	Full Retail Rate - April - September (includes franchise fee and sales tax)	\$22.48	\$23.37	\$0.89	3.96%
	UB	Refuse Extra Cart - October - March (includes franchise fee and sales tax)	\$12.34	\$12.93	\$0.59	4.78%
	UB	Refuse Extra Cart - April - September (includes franchise fee and sales tax)	\$12.93	\$13.44	\$0.51	3.94%
	UB	Bag Tag (per each extra 30 gallon bag or bundle) - October - March	\$5.76	\$6.03	\$0.27	4.69%
	UB	Bag Tag (per each extra 30 gallon bag or bundle) - April - September	\$6.03	\$6.27	\$0.24	3.98%
	UB	Senior Rate (10% discount) - October - March (includes franchise fee and sales tax)	\$19.31	\$20.23	\$0.92	4.76%
	UB	Senior Rate (10% discount) - April - September (includes franchise fee and sales tax)	\$20.23	\$21.03	\$0.80	3.95%
	UB	Senior Refuse Extra Cart - October - March (includes franchise fee and sales tax)	\$11.11	\$11.64	\$0.53	4.77%
	UB	Senior Refuse Extra Cart - April - September (includes franchise fee and sales tax)	\$11.64	\$12.10	\$0.46	3.95%
	UB	Solid Waste Admin Fee (per month per account)	\$2.63	\$2.63	\$0.00	0.00%



# CITY OF KYLE, TEXAS

## Ordinance to Adopt Ad Valorem Tax Rates for FY 2015-16

**Meeting Date: 9/1/2015**  
**Date time: 7:00 PM**

**Subject/Recommendation:** *(First Reading)* An Ordinance of the City of Kyle, Texas, fixing the ad valorem tax rate and providing for the levying of ad valorem taxes for use and support of the municipal government of the City for the fiscal year beginning October 1, 2015 and ending September 30, 2016; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid. ~ *J. Scott Sellers, City Manager*

**Other Information:** The Budget for Fiscal Year 2015-16 is a financial plan for all City funds, programs, services, operations, and activities for the period covering October 1, 2015 through September 30, 2016. The Fiscal Year 2015-16 Budget for all City expenditures totals approximately \$78.93 million from all City funds; which includes approximately \$21.98 million for the City's General Fund expenditures.

On August 1, 2015, the City Council passed a Resolution that they considered to place a proposal to adopt an estimated ad valorem tax rate of \$0.6146 per \$100.00 of assessed taxable valuation for Fiscal Year 2015-16 on the agenda of a future City Council meeting as an action item and recorded the vote on the proposal to be as follows:

FOR: Mayor R. Todd Webster  
Mayor Pro Tem David Wilson, District 4  
Council Member Diane Hervol, District 1  
Council Member Becky Selbera, District 2  
Council Member Shane Arabie, District 3  
Council Member Damon Fogley, District 5  
Council Member Daphne Tenorio, District 6

AGAINST: None

PRESENT  
AND NOT  
VOTING: None

ABSENT: None

The City Council is considering the adoption of ad valorem tax rates which includes a component for Maintenance and Operations of the municipal government of the City of Kyle and a component for Interest and Sinking (principal and interest payments on debt) for Fiscal Year 2015-16 Cover Memo



The total ad valorem (property) tax rate being considered is \$0.6145 per \$100.00 of assessed taxable valuation. The property tax rate components are as follows:

- \$0.2603 per \$100.00 of assessed taxable valuation for the Maintenance and Operation (M&O) support of the general government (General Fund) and,
- \$0.3542 per \$100.00 of assessed taxable valuation for Interest and Sinking (I&S) for the payment of principal and interest on debt.
- The total tax rate of \$0.6145 is 26.19 percent above the effective tax rate of \$0.4870 per \$100 of assessed taxable valuation.

In compliance with the requirements of the City Charter and Truth-in-Taxation, public notices were published in the Hays Free Press on July 29, 2015 and August 12, 2015; and two (2) required public hearings on property tax increase were held on August 19, 2015 and August 26, 2015.

All Public Hearings were conducted in open meetings of the Kyle City Council held at the Kyle City Hall, 100 West Center Street, Kyle, Texas.

**Legal Notes:**

**Budget Information:**

Please refer to the budget document for complete budget details on the City's website at:

[http://www.cityofkyle.com/sites/default/files/fileattachments/proposed\\_budget\\_-\\_fy\\_2015-16\\_0.pdf](http://www.cityofkyle.com/sites/default/files/fileattachments/proposed_budget_-_fy_2015-16_0.pdf), also available in paper copy at City Hall and the Kyle Public Library.

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

**Attachments / click to download**

- [Ordinance](#)
- [Resolution - Consideration of Tax Increase](#)
- [Notice of Public Hearings on Tax Rates](#)
- [Tax Rate Calculation Worksheets](#)

# NOTICE OF 2015 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF KYLE

A tax rate of \$0.6145 per \$100 valuation has been proposed for adoption by the governing body of City of Kyle. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

PROPOSED TAX RATE	\$0.6145 per \$100
PRECEDING YEAR'S TAX RATE	\$0.5383 per \$100
EFFECTIVE TAX RATE	\$0.4870 per \$100
ROLLBACK TAX RATE	\$0.6208 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Kyle from the same properties in both the 2014 tax year and the 2015 tax year.

The rollback tax rate is the highest tax rate that City of Kyle may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS  
FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Luanne Caraway  
Hays County Tax Assessor-Collector  
712 S. Stagecoach Trail, San Marcos, TX 78666  
512-393-5545  
luanne@co.hays.tx.us  
www.hayscountytax.com

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 19, 2015 at 7:00 PM at Kyle City Hall, 100 West Center Street, Kyle, TX 78640.

Second Hearing: August 26, 2015 at 7:00 PM at Kyle City Hall, 100 West Center Street, Kyle, TX 78640.

**RESOLUTION NO. 984**

**A RESOLUTION OF THE CITY OF KYLE, TEXAS, TO RECORD COUNCIL VOTE TO CONSIDER A PROPOSED AD VALOREM TAX RATE OF \$0.6146 PER \$100.00 OF TAXABLE VALUATION FOR FISCAL YEAR 2015-16 FOR THE CITY OF KYLE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

**Whereas**, this is an estimated tax rate and is subject to change pending certified taxable property valuations due on July 31, 2015, and,

**Whereas**, the Texas Tax Code, Chapter 26 requires that when a proposed tax rate exceeds the effective tax rate or the rollback tax rate, whichever is lower, the taxing unit's governing body must vote to place a proposal to adopt the tax rate on the agenda of a future meeting as an action item and,

**Whereas**, the Texas Tax Code, Chapter 26 requires that prior to holding the required public hearings on the tax rate, the governing body must take a record vote by an ordinance or resolution, as appropriate, showing how each member of the governing body voted on the proposal to consider the tax increase, and,

**Whereas**, the Texas Tax Code, Chapter 26 requires that the governing body publish a notice of public hearing and hold two public hearings to receive comments from the public on the proposed tax rate.

**Whereas**, this Resolution complies with the provisions of the Texas Tax Code.

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

**Section 1. Findings.** As required by the Texas Tax Code, the City Council of the City of Kyle, Texas, has on this day considered to place a proposal to adopt the ad valorem tax rate of \$0.6146 per \$100.00 of assessed taxable valuation for Fiscal Year 2015-16 on the agenda of a future City Council meeting as an action item and recorded the vote on the proposal to be as follows:

**FOR:** Mayor R. Todd Webster  
Mayor Pro Tem David Wilson, District 4  
Council Member Diane Hervol, District 1  
Council Member Becky Selbera, District 2  
Council Member Shane Arabie, District 3  
Council Member Damon Fogley, District 5  
Council Member Daphne Tenorio, District 6

**AGAINST:** None

**PRESENT  
AND NOT  
VOTING:**           None

**ABSENT:**           None

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

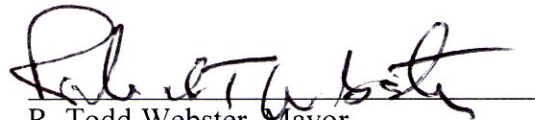
**Section 2. Authorization.** This Resolution of the City of Kyle, Texas, is hereby adopted in compliance with the requirements set forth in Chapter 26 of the Texas Tax Code.

**Section 3. Effective Date.** This Resolution shall take effect from and after the date of its passage as authorized by the Charter of the City of Kyle.

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

**FINALLY PASSED AND APPROVED on this the 1st day of August, 2015.**

**THE CITY OF KYLE, TEXAS**

  
R. Todd Webster, Mayor

**ATTEST:**

  
Amelia Sanchez, City Secretary

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF KYLE, TEXAS FIXING THE AD VALOREM TAX RATE, AND PROVIDING FOR THE LEVYING OF AD VALOREM TAXES FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016; PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; AND PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT IF NOT PAID.**

**Whereas**, the City Council of the City of Kyle, Texas approved the municipal budget for the fiscal year beginning October 1, 2015 and ending September 30, 2016; and

**Whereas**, it is necessary that an Ordinance be passed levying an ad valorem tax on all property, both real and personal, within the corporate limits of the City of Kyle, Texas in accordance with such budget and the Texas Tax Code.

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

**Section 1.** There is hereby levied and there shall be collected for the Maintenance and Operations (use and support) of the municipal government of the City of Kyle (herein the "City") and to provide an Interest and Sinking Fund for the Fiscal Year 2015-16 , upon all property, real, personal and mixed, within the corporate limits of said City on January 1, 2015 subject to taxation, a tax of \$0.6145 on each \$100.00 taxable valuation of property, said tax being so levied and apportioned to the specific purposes here set forth:

1. For the Maintenance and Operation support of the general government (General Fund), \$0.2603 on each \$100.00 taxable valuation of property; and
2. For the Interest and Sinking Fund, \$0.3542 on each \$100.00 taxable valuation of property.
3. The total tax rate of \$0.6145 on each \$100.00 taxable valuation of property is 26.19 percent above the effective tax rate of \$0.4870 per \$100.00 taxable valuation of property.
4. **THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. {Tax Code 26.05 (b)(1)}**

5. The tax rate of \$0.6145 per \$100.00 of assessed taxable valuation will increase total city property tax on a \$100,000 home in Kyle by \$127.52 as compared to the effective tax rate of \$0.4870 per \$100.00 of assessed taxable valuation.

**Section 2. Taxes Due and Payable.** That taxes levied under this Ordinance shall be due and payable on October 1, 2015 and if not paid on or before January 31, 2016 shall immediately become delinquent.

**Section 3. Tax Lien.** All taxes shall become a lien upon the property against which assessed, and the Hays County Tax Office as the assessor and collector of the City is hereby authorized and empowered to enforce the collection of such taxes according to the Constitution and laws of the state of Texas and ordinances of the City, and shall, by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest, and the interest and penalty collected from such delinquent taxes shall be apportioned to the general fund of the City. All delinquent taxes shall bear interest from date of delinquency at the rate as prescribed by state law.

**Section 4. Public Hearings.** By September 8, 2015, the scheduled date of the 2<sup>nd</sup> Reading of the Property Tax Rate Adoption Ordinance, the City Council held two (2) separate public hearings to obtain comments and recommendations from Kyle citizens, residents, businesses, and other interested persons specifically on the City's property tax rates. In compliance with Truth-in-Taxation requirements, the required public "Notice of 2015 Tax Year Proposed Property Tax Rate for City of Kyle" was published in the Hays Free Press on August 12, 2015. The two required public hearings on the proposed 2015 property tax rate for the City of Kyle were held by the City Council on August 19, 2015 and August 26, 2015.

**Section 4. Effective Date.** This Ordinance shall take effect immediately from and after its passage.

**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.

**PASSED AND APPROVED** on 1st reading this \_\_\_\_ day of September, 2015.

**PASSED AND FINALLY APPROVED** on 2nd reading on this \_\_\_\_ day of September, 2015.

**CITY OF KYLE, TEXAS**

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R. Todd Webster, Mayor

**ATTEST:**

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Amelia Sanchez, City Secretary

# 2015 Effective Tax Rate Worksheet

## City of Kyle

Date: 07/31/2015 07:07 PM

<b>1. 2014 total taxable value.</b> Enter the amount of 2014 taxable value on the 2014 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-third over-appraisal corrections from these adjustments. This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 14). <sup>1</sup>	\$1,692,487,906
<b>2. 2014 tax ceilings.</b> Counties, cities and junior college districts. Enter 2014 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2014 or a prior year for homeowners age 65 or older or disabled, use this step. <sup>2</sup>	\$0
<b>3. Preliminary 2014 adjusted taxable value.</b> Subtract Line 2 from Line 1.	\$1,692,487,906
<b>4. 2014 total adopted tax rate.</b>	\$0.5383/\$100
<b>5. 2014 taxable value lost because court appeals of ARB decisions reduced 2014 appraised value.</b> <b>A. Original 2014 ARB Values.</b>	\$0
<b>B. 2014 values resulting from final court decisions.</b>	\$0
<b>C. 2014 value loss.</b> Subtract B from A. <sup>3</sup>	\$0
<b>6. 2014 taxable value, adjusted for court-ordered reductions.</b> Add Line 3 and Line 5C.	\$1,692,487,906
<b>7. 2014 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2014.</b> Enter the 2014 value of property in deannexed territory. <sup>4</sup>	\$0
<b>8. 2014 taxable value lost because property first qualified for an exemption in 2015.</b> Note that lowering the amount or percentage of an existing exemption does not create a new exemption or reduce taxable value. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost to freeport or goods-in-transit exemptions.	
<b>A. Absolute exemptions.</b> Use 2014 market value:	\$3,219
<b>B. Partial exemptions.</b> 2015 exemption amount or 2015 percentage exemption times 2014 value:	\$2,579,473
<b>C. Value loss.</b> Add A and B. <sup>5</sup>	\$2,582,692
<b>9. 2014 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2015.</b> Use only properties that qualified in 2015 for the first time; do not use properties that qualified in 2014.	
<b>A. 2014 market value:</b>	\$0
<b>B. 2015 productivity or special appraised value:</b>	\$0



<b>C. Value loss.</b> Subtract B from A. <sup>6</sup>	\$0
<b>10. Total adjustments for lost value.</b> Add lines 7, 8C and 9C.	\$2,582,692
<b>11. 2014 adjusted taxable value.</b> Subtract Line 10 from Line 6.	\$1,689,905,214
<b>12. Adjusted 2014 taxes.</b> Multiply Line 4 by Line 11 and divide by \$100.	\$9,096,759
<b>13. Taxes refunded for years preceding tax year 2014.</b> Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2014. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2014. This line applies only to tax years preceding tax year 2014. <sup>7</sup>	\$1,181
<b>14. Taxes in tax increment financing (TIF) for tax year 2014.</b> Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2015 captured appraised value in Line 16D, enter 0. <sup>8</sup>	\$430,282
<b>15. Adjusted 2014 taxes with refunds and TIF adjustment.</b> Add Lines 12 and 13, subtract Line 14. <sup>9</sup>	\$8,667,658
<b>16. Total 2015 taxable value on the 2015 certified appraisal roll today.</b> This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 18). These homesteads include homeowners age 65 or older or disabled. <sup>10</sup>	
<b>A. Certified values:</b>	\$1,900,035,485
<b>B. Counties:</b> Include railroad rolling stock values certified by the Comptroller's office:	\$0
<b>C. Pollution control exemption:</b> Deduct the value of property exempted for the current tax year for the first time as pollution control property:	\$0
<b>D. Tax increment financing:</b> Deduct the 2015 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2015 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 21 below. <sup>11</sup>	\$80,014,867
<b>E. Total 2015 value.</b> Add A and B, then subtract C and D.	\$1,820,020,618
<b>17. Total value of properties under protest or not included on certified appraisal roll.</b> <sup>12</sup>	
<b>A. 2015 taxable value of properties under protest.</b> The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value. <sup>13</sup>	\$83,244,286
<b>B. 2015 value of properties not under protest or included on certified appraisal roll.</b> The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about, but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value. <sup>14</sup>	\$0

<b>C. Total value under protest or not certified:</b> Add A and B.	\$83,244,286
<b>18. 2015 tax ceilings.</b> Counties, cities and junior colleges enter 2015 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2014 or a prior year for homeowners age 65 or older or disabled, use this step. <sup>15</sup>	\$0
<b>19. 2015 total taxable value.</b> Add Lines 16E and 17C. Subtract Line 18.	\$1,903,264,904
<b>20. Total 2015 taxable value of properties in territory annexed after Jan. 1, 2014.</b> Include both real and personal property. Enter the 2015 value of property in territory annexed. <sup>16</sup>	\$0
<b>21. Total 2015 taxable value of new improvements and new personal property located in new improvements.</b> New means the item was not on the appraisal roll in 2014. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2014, and be located in a new improvement. New improvements <b>do</b> include property on which a tax abatement agreement has expired for 2015. <sup>17</sup>	\$123,731,762
<b>22. Total adjustments to the 2015 taxable value.</b> Add Lines 20 and 21.	\$123,731,762
<b>23. 2015 adjusted taxable value.</b> Subtract Line 22 from Line 19.	\$1,779,533,142
<b>24. 2015 effective tax rate.</b> Divide Line 15 by Line 23 and multiply by \$100. <sup>18</sup>	\$0.4870/\$100
<b>25. COUNTIES ONLY.</b> Add together the effective tax rates for each type of tax the county levies. The total is the 2015 county effective tax rate. <sup>19</sup>	

A county, city or hospital district that adopted the additional sales tax in November 2014 or in May 2015 must adjust its effective tax rate. The Additional Sales Tax Rate Worksheet sets out this adjustment. Do not forget to complete the Additional Sales Tax Rate Worksheet if the taxing unit adopted the additional sales tax on these dates.

<sup>1</sup>Tex. Tax Code Section 26.012(14)

<sup>2</sup>Tex. Tax Code Section 26.012(14)

<sup>3</sup>Tex. Tax Code Section 26.012(13)

<sup>4</sup>Tex. Tax Code Section 26.012(15)

<sup>5</sup>Tex. Tax Code Section 26.012(15)

<sup>6</sup>Tex. Tax Code Section 26.012(15)

<sup>7</sup>Tex. Tax Code Section 26.012(13)

<sup>8</sup>Tex. Tax Code Section 26.03(c)

<sup>9</sup>Tex. Tax Code Section 26.012(13)

<sup>10</sup>Tex. Tax Code Section 26.012(15)

<sup>11</sup>Tex. Tax Code Section 26.03(c)

<sup>12</sup>Tex. Tax Code Section 26.01(c)

<sup>13</sup>Tex. Tax Code Section 26.04 and 26.041

<sup>14</sup>Tex. Tax Code Section 26.04 and 26.041

<sup>15</sup>Tex. Tax Code Section 26.012(6)

<sup>16</sup>Tex. Tax Code Section 26.012(17)

<sup>17</sup>Tex. Tax Code Section 26.012(17)

<sup>18</sup>Tex. Tax Code Section 26.04(c)

<sup>19</sup>Tex. Tax Code Section 26.04(d)

# 2015 Rollback Tax Rate Worksheet

## City of Kyle

Date: 07/31/2015

<b>26. 2014 maintenance and operations (M&amp;O) tax rate.</b>	\$0.2603/\$100
<b>27. 2014 adjusted taxable value.</b> Enter the amount from Line 11.	\$1,689,905,214
<b>28. 2014 M&amp;O taxes.</b>	
A. Multiply Line 26 by Line 27 and divide by \$100.	\$4,398,823
B. <b>Cities, counties and hospital districts with additional sales tax:</b> Amount of additional sales tax collected and spent on M&O expenses in 2014. Enter amount from full year's sales tax revenue spent for M&O in 2014 fiscal year, if any. Other taxing units enter 0. Counties exclude any amount that was spent for economic development grants from the amount of sales tax spent.	\$1,521,762
C. <b>Counties:</b> Enter the amount for the state criminal justice mandate. If second or later year, the amount is for increased cost above last year's amount. Other taxing units enter 0.	\$0
D. <b>Transferring function:</b> If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in H below. The taxing unit receiving the function will add this amount in H below. Other taxing units enter 0.	\$0
E. <b>Taxes refunded for years preceding tax year 2014:</b> Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2014. This line applies only to tax years preceding tax year 2014.	\$584
F. <b>Enhanced indigent health care expenditures:</b> Enter the increased amount for the current year's enhanced indigent health care expenditures above the preceding tax year's enhanced indigent health care expenditures, less any state assistance.	\$0
G. <b>Taxes in TIF:</b> Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2015 captured appraised value in Line 16D, enter 0.	\$208,067
H. <b>Adjusted M&amp;O Taxes.</b> Add A, B, C, E and F. For unit with D, subtract if discontinuing function and add if receiving function. Subtract G.	\$5,713,102
<b>29. 2015 adjusted taxable value.</b> Enter Line 23 from the Effective Tax Rate Worksheet.	\$1,779,533,142
<b>30. 2015 effective maintenance and operations rate.</b> Divide Line 28H by Line 29 and multiply by \$100.	\$0.3210/\$100
<b>31. 2015 rollback maintenance and operation rate.</b> Multiply Line 30 by 1.08.	\$0.3466/\$100

<p><b>32. Total 2015 debt to be paid with property taxes and additional sales tax revenue.</b>  "Debt" means the interest and principal that will be paid on debts that:</p> <ul style="list-style-type: none"> <li>(1) are paid by property taxes,</li> <li>(2) are secured by property taxes,</li> <li>(3) are scheduled for payment over a period longer than one year and</li> <li>(4) are not classified in the taxing unit's budget as M&amp;O expenses.</li> </ul> <p>A. <b>Debt</b> also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. List the debt in Schedule B: Debt Service.</p> <p>B. Subtract <b>unencumbered fund amount</b> used to reduce total debt.</p> <p>C. Subtract <b>amount paid</b> from other resources.</p> <p>D. <b>Adjusted debt.</b> Subtract B and C from A.</p>	<p>\$7,152,832</p> <p>\$409,611</p> <p>\$0</p> <p>\$6,743,221</p>
<b>33. Certified 2014 excess debt collections.</b> Enter the amount certified by the collector.	\$0
<b>34. Adjusted 2015 debt.</b> Subtract Line 33 from Line 32D.	\$6,743,221
<b>35. Certified 2015 anticipated collection rate.</b> Enter the rate certified by the collector. If the rate is 100 percent or greater, enter 100 percent.	100.00%
<b>36. 2015 debt adjusted for collections.</b> Divide Line 34 by Line 35	\$6,743,221
<b>37. 2015 total taxable value.</b> Enter the amount on Line 19.	\$1,903,264,904
<b>38. 2015 debt tax rate.</b> Divide Line 36 by Line 37 and multiply by \$100.	\$0.3542/\$100
<b>39. 2015 rollback tax rate.</b> Add Lines 31 and 38.	\$0.7008/\$100
<b>40. COUNTIES ONLY.</b> Add together the rollback tax rates for each type of tax the county levies. The total is the 2015 county rollback tax rate.	

A taxing unit that adopted the additional sales tax must complete the lines for the Additional Sales Tax Rate. A taxing unit seeking additional rollback protection for pollution control expenses completes the Additional Rollback Protection for Pollution Control.

# 2015 Additional Sales Tax Rate Worksheet

## City of Kyle

Date: 07/31/2015

<b>41. Taxable Sales.</b> For taxing units that adopted the sales tax in November 2014 or May 2015, enter the Comptroller's estimate of taxable sales for the previous four quarters. <sup>1</sup> Taxing units that adopted the sales tax before November 2014, skip this line.	\$0
<b>42. Estimated sales tax revenue.</b> Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. <sup>2</sup> <b>Taxing units that adopted the sales tax in November 2014 or in May 2015.</b> Multiply the amount on Line 41 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. <sup>3</sup>  <b>- or -</b>  <b>Taxing units that adopted the sales tax before November 2014.</b> Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$1,521,762
<b>43. 2015 total taxable value.</b> Enter the amount from Line 37 of the Rollback Tax Rate Worksheet.	\$1,903,264,904
<b>44. Sales tax adjustment rate.</b> Divide Line 42 by Line 43 and multiply by \$100.	\$0.0800/\$100
<b>45. 2015 effective tax rate, unadjusted for sales tax.</b> Enter the rate from Line 24 or 25, as applicable, on the Effective Tax Rate Worksheet.	\$0.4870/\$100
<b>46. 2015 effective tax rate, adjusted for sales tax.</b> <sup>4</sup> <b>Taxing units that adopted the sales tax in November 2014 or in May 2015.</b> Subtract Line 44 from Line 45. Skip to Line 47 if you adopted the additional sales tax before November 2014.	\$0.4870/\$100
<b>47. 2015 rollback tax rate, unadjusted for sales tax.</b> <sup>5</sup> Enter the rate from Line 39 or 40, as applicable, of the Rollback Tax Rate Worksheet.	\$0.7008/\$100
<b>48. 2015 rollback tax rate, adjusted for sales tax.</b> Subtract Line 44 from Line 47.	\$0.6208/\$100

<sup>1</sup>Tex. Tax Code Section 26.041(d)

<sup>2</sup>Tex. Tax Code Section 26.041(i)

<sup>3</sup>Tex. Tax Code Section 26.041(d)

<sup>4</sup>Tex. Tax Code Section 26.04(c)

<sup>5</sup>Tex. Tax Code Section 26.04(c)



# CITY OF KYLE, TEXAS

## Right-of-Way Ordinance

Meeting Date: 9/1/2015  
Date time: 7:00 PM

**Subject/Recommendation:**

An Ordinance of the City of Kyle, Texas amending Chapter 38, Article II of the Code of Ordinances, Streets and Sidewalks, so as to add Section 38-46 to 38-49 Parking of Vehicles, Trailers and Other Equipment Prohibited; to establish regulations governing which vehicles are prohibited from parking on a public right-of-way; establishing a penalty; and setting an effective date. ~ *Damon Fogley, Council Member; Jeff Barnett, Chief of Police*

- ***PUBLIC HEARING***

**Other Information:**

**Legal Notes:**

**Budget Information:**

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[Right-of-Way Ordinance](#)

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF KYLE, TEXAS AMENDING CHAPTER 38, ARTICLE II OF THE CODE OF ORDINANCES, STREETS AND SIDEWALKS, SO AS TO ADD SECTION 38-46 TO 38-49 PARKING OF VEHICLES, TRAILERS AND OTHER EQUIPMENT PROHIBITED; TO ESTABLISH REGULATIONS GOVERNING WHICH VEHICLES ARE PROHIBITED FROM PARKING ON A PUBLIC RIGHT-OF-WAY; AND, ESTABLISHING A PENALTY AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has determined a municipal need to establish parking regulations for certain types of vehicles, trailers and other equipment in the public right-of-way; and

**WHEREAS**, the City Council has determined these new requirements are necessary to maintain the safety, governance and good order of the City; and

**WHEREAS**, after publication in the manner prescribed by law the governing body of the City wishes to amend Chapter 38, Article II by adding Sections 38-46 to 38-49 of the Municipal Code of Ordinances of the City in the manner and form set forth below;

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

**SECTION 1.** That the existing Chapter 38, Article II of the Code of Ordinances of the City of Kyle entitled “Streets and Sidewalks” is hereby amended by adding Section 38-46 to 38-49 “Parking of Vehicles, Trailers and Other Equipment Prohibited,” Sections 38-46 to 38-49 to read as follows:

**CHAPTER 38 – PARKING OF VEHICLES, TRAILERS, AND OTHER EQUIPMENT PROHIBITED**

**Sec. 38-46. – Definitions.**

- (a) “Active loading or unloading” is the period of time in which a person or persons are physically engaged in the labor of loading or unloading.
- (b) “Apparatus” is a group or combination of instruments, machinery, tools, materials, etc.
- (c) “Boat” is a vessel capable of carrying one or more people and intended for use on the water.
- (d) “Commercial contractor” is a person who, for compensation or with the intent to sell, arranges or undertakes or offers to undertake or submits a bid to construct, alter, repair, add to, subtract from, improve, inspect, move, wreck or demolish, for another, any building, excavation or other structure, project, development or improvement attached to real estate, or to do any part thereof.
- (e) “Equipment” is a set of tools, devices, kit, peripherals, etc., assembled for a specific purpose to include though not limited to furniture, appliances, and any household items.
- (f) “Motor vehicle” is a self-propelled vehicle.

- (g) “Off highway vehicles (OHVs)” are vehicles designed to travel on wheels or tracks in contact with the ground. Designed primarily for use off the public highways and generally and commonly used to transport persons for recreational purposes.
- (h) “Park or parking” is the standing of a vehicle, occupied or not, on public property or a public right-of-way.
- (i) “Properly registered vehicle or trailer” is a legally and properly registered vehicle, to include inspection if required, by the county and state from which the vehicle was registered.
- (j) “Recreational vehicle” includes, but is not limited to; any self-propelled vehicle containing sleeping and other facilities for habitation, or vehicle primarily used for recreational purposes, including all-terrain vehicles, boats, boat trailers, camper trailers, jet skis, motorhomes and snowmobiles.
- (k) “State” is any of the 50 Continental United States and the District of Columbia.
- (l) “Structure” is anything built or constructed, composed of parts, or arranged together in any way, including though not limited to containers.
- (m) “Trailer” is a vehicle with or without motive power designed to be drawn by a motor vehicle and to transport persons or property.
- (n) “Trailer, boat” is a trailer for the purpose of moving boats, jet skis or watercraft from place to place.
- (o) “Trailer, camper” is a trailer containing sleeping and other facilities for habitation and intended to be towed or carried by another vehicle.
- (p) “Trailer, utility” includes, but is not limited to, a trailer generally used for the hauling of miscellaneous household, yard materials or snowmobiles or OHVs.
- (q) “Vehicle” is a device that can be used to transport or draw persons or property.

**Sec. 38-47. – Prohibited Acts.**

- (a) Except as provided in Sec. 38-47(a)(1), (2), or (3), no person shall park or leave standing any trailers, utility trailers, recreational vehicles, campers, boats, watercraft, snowmobiles, off highway vehicles (OHVs), recreational vehicles, structures, equipment, or apparatuses on a City street, road or public right-of-way within a residential district in the City. This does not apply to trash, recycling, compost receptacles used or regulated by the City or other contracted disposal service when placed overnight.
  - (1) Actively loading or unloading the recreational vehicle, trailer, utility trailer, camper, or boat.
  - (2) Structures, equipment, and apparatuses may be left standing on the right-of-way temporarily for purposes such as loading/unloading and movement onto private property, and:
    - (i) Not to exceed 24 hours regardless of whether the property is moved to a different location within the public right-of-way.
    - (ii) Remains contiguous / abutted to the curb of the residence (not further than 18”).
    - (iii) Does not obstruct traffic or create any safety hazards to motorists, pedestrians, etc.
    - (iv) Reoccurrence of the specific property left on the public right-of-way does not exceed once per 30 days.



- (3) For a period of not more than 24 hours, once every 30 days, a trailer, utility trailer, camper, boat, and other recreational vehicle may be parked or left standing on a City street, road or public right-of-way if the trailer or recreational vehicle does not create a traffic hazard, and:
- (i) The trailer, utility trailer, camper, boat, other recreational vehicle, is parked or left standing continuous to a residence by the occupant of that residence or by a person visiting the residence with the residential occupants' permission and the trailer, utility trailer, camper, boat, other recreational vehicle is not parked in a manner to violate any state laws.
  - (ii) It shall not be a defense that the trailers, utility trailers, campers, boats, snowmobiles, off-highway vehicles (OHVs), or other recreational vehicles, have been moved to a different location within the public right-of-way.
- (b) No person shall park or leave standing any trailers, utility trailers, campers, boats, snowmobiles, off-highway vehicles (OHVs), other recreational vehicles, structures, equipment, or apparatuses within the city limits in such a manner to impede a safe traffic flow.
- (c) It shall be prima facie evidence that any property left in the public right-of-way is abandoned if it is not a motor vehicle or trailer as defined in this chapter.
- (d) Any vehicle parked or left standing in the public right-of-way that is not legally and properly registered and inspected as required by the county and state in which it is registered shall be considered abandoned/illegally parked or left standing and subject to removal/tow by the Kyle Police Department as according to state law.
- (e) Structures, equipment and apparatuses will be considered abandoned property if not removed after 48 hours. The City maintains the authority to remove such property and may do so if said property is not removed within 48 hours. If said structures, equipment or apparatuses are obstructing traffic or creating a hazard, it shall be removed immediately.
- (f) The entirety of this ordinance shall not apply to City, state, county or contracted individuals or companies by the same while performing services of official capacity, i.e. vehicles being used to provide any municipal service such as the installation, repair or maintenance of any public street, asset or property, collection of garbage, grounds keeping, etc.; and vehicles being used to install, repair or maintain any public service or utility such as telephone, electricity, cable television, gas, water or sewer lines.
- (g) All costs associated with property removal shall be borne by the owner, operator, person in control of the property or other person responsible for the property.

**Sec. 38-48. – Procedures for abatement.**

- (a) The City is obligated to abide by abatement guidelines only for properly registered vehicles and trailers.
- (b) The police department, when desiring to remove a properly registered vehicle or trailer from the public right-of-way, shall comply with the applicable procedures in this section.
- (c) This section does not remove authority of the City to remove/tow vehicles that are abandoned, obstructing traffic, or creating a hazardous situation as outlined in the Texas Transportation Code.
- (d) A written notice stating the nature of the vehicle or trailer and that it must be removed and abated, and further stating that any request for a hearing must be made before the expiration

of the ten-day period following the date of the notice, shall be mailed, by certified mail with a five-day return receipt requested, to the last known registered owner of the trailer, any lienholder of record and the owner or the occupant of the private premises whereupon such trailer is closest, adjacent and continuous to. If the notice is returned undelivered by the United States Post Office, official action to abate such nuisance shall be continued to a date not less than ten days from the date of such return.

- (e) If the trailer is not removed and abated and a hearing is not requested within the ten-day period provided, in addition to any other procedure authorized by this article, a complaint may also be filed in municipal court for the violation of maintaining a trailer in the public right-of-way; provided that such notice shall not be a requirement for any such complaint being filed in municipal court.
- (f) The vehicle must be removed or otherwise brought into compliance or a public hearing requested. If requested, the public hearing will be held not earlier than the 11th day after the date of the service of the notice before the chief of police. If the information is available at the location of the vehicle or trailer, a resolution or order requiring removal of the nuisance must include the vehicle's:
  - (i) Description;
  - (ii) Vehicle identification number; and
  - (iii) License plate number.
- (g) Should the chief of police find that such vehicle or trailer is in violation as defined herein, he shall enter an order requiring the removal of the vehicle or trailer or part thereof from the public right-of-way where it is situated, and such order shall include a description of the vehicle and the correct identification number and license plate number of the vehicle, if available.
- (h) The police department shall give notice to the state department of transportation within five days after the date of the removal of a vehicle or trailer identifying the vehicle or part thereof.
- (i) The administration of the procedures of this section shall be carried out by employees of the City except that the removal of vehicles or parts thereof from property may be accomplished by any other duly authorized person, including authorized wrecker service operators or contractors acting at the direction of the City.

**Sec. 38-49. – Penalty.**

- (a) Any person who shall violate any of the provisions of this article, or shall fail to comply therewith, or with any of the requirements thereof, within the city limits shall be deemed guilty of an offense and shall be liable for a fine not to exceed the sum of \$200.00. Each day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein.

**SECTION 2. SAVINGS CLAUSE:** All ordinances or parts of ordinances, in conflict herewith are to the extent of such conflict hereby repealed. The balance of such ordinance is hereby saved from repeal.

**SECTION 3. SEVERABILITY.** If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or illegal, such decision shall not affect the

validity of the remaining sections of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared void.

**SECTION 4. EFFECTIVE DATE.** The Ordinance shall take effect immediately from and after publication in accordance with the provisions of the City Charter and the Local Government Code.

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

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R. Todd Webster, Mayor

ATTEST:

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Amelia Sanchez, City Secretary



# CITY OF KYLE, TEXAS

## Hand-Held Wireless Device Ordinance

Meeting Date: 9/1/2015  
Date time: 7:00 PM

**Subject/Recommendation:**

An Ordinance of the City of Kyle, Texas amending Chapter 47 of the Code of Ordinances, Traffic and Vehicles so as to add Article VII In General, To Prohibit the Operation of Hand-Held Wireless Communication Devices While Operating a Motor Vehicle; Providing Exemptions; Providing Affirmative Defenses; Providing Increased Penalty for Second and Third Offenses; Providing a Savings Clause; Providing for Severability and an Effective Date. ~ *David Wilson, Mayor Pro Tem; Jeff Barnett, Chief of Police*

- **PUBLIC HEARING**

**Other Information:**

**Legal Notes:**

**Budget Information:**

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ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF KYLE, TEXAS AMENDING CHAPTER 47 OF THE CODE OF ORDINANCES, TRAFFIC AND VEHICLES SO AS TO ADD ARTICLE VII IN GENERAL, TO PROHIBIT THE OPERATION OF HAND-HELD WIRELESS COMMUNICATION DEVICES WHILE OPERATING A MOTOR VEHICLE; PROVIDING EXEMPTIONS; PROVIDING AFFIRMATIVE DEFENSES; PROVIDING INCREASED PENALTY FOR SECOND AND THIRD OFFENSES; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Council finds it inherently distracting when a person operates a motor vehicle or bicycle while using a hand-held wireless communication device for engaging in a call, texting, taking or viewing pictures, gaming, and any purposes; and

**WHEREAS**, the City Council seeks to promote the health, safety and general welfare of the community by preventing death, injuries, and property damage within the city limits; and

**WHEREAS**, adopting these reasonable restrictions on operators while driving is in furtherance of increasing the public's health, safety and welfare.

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

**SECTION 1.** That the existing Chapter 47 of the Code of Ordinances of the City of Kyle entitled "Traffic and Vehicles" is hereby amended by adding Article VII, "Use of Portable Electronic Devices While Operating a Motor Vehicle or Bicycle," Sections 47-187 to 47-191 to read as follows:

**ARTICLE VII. – USE OF PORTABLE ELECTRONIC DEVICES WHILE OPERATING A MOTOR VEHICLE OR BICYCLE**

**Sec. 47-187. – Definitions.**

*"Engaging in a call"* means talking, dialing, or listening on a hand-held wireless communication device, including holding a wireless communication device to activate or deactivate the device.

*"Hand-held wireless communication device"* means a text-messaging device or other electronic, two-way communication device that uses a commercial mobile service, as defined by 47 United States Code §332, that is designed to receive and transmit voice communication, text message or pictorial communication, or both, whether by internet or other electronic means. The term also includes devices such as mobile telephones, personal digital assistants (PDA), MP3 or other portable music players, electronic reading devices, laptop computers or tablets, portable computing devices, portable global positioning or navigation systems, pagers, electronic game devices and broadband personal communication devices.

*“Hands-free wireless communication device”* means a mobile telephone, a device with speakerphone capability, a telephone attachment, or another function or other piece of equipment, regardless of whether or not permanently installed in a motor vehicle, that allows use of the wireless communication device without use of either of the operator's hands, (or prosthetic device or aid in the case of a physically disabled person).

*“Operating a motor vehicle”* includes motor vehicle that is moving, stopped or standing on a public street, highway or right-of-way, unless it is lawfully parked as that term is defined herein.

*“Park or parked”* shall mean for the operator to completely cease movement of a motor vehicle in a lawful manner and location. For the purposes of this ordinance, "parked" does not mean a vehicle stopped in a lane of traffic due to either a lawful traffic control device, or the conditions on the roadway, or traffic congestion patterns then existing.

*“Text message”* means a two-way communication (whether real-time or asynchronous) in which data (composed in whole or in part of text, numbers, images, or symbols) is sent, entered, or received by a method other than by voice and transmitted through either a short message service (SMS) or a computer network. This term includes instant messaging and e-mail. The term does not include a communication transmitted through a global positioning or navigation system.

#### **Sec. 47-188. – Prohibited.**

It is an offense if the person uses a hand-held wireless communication device while operating a motor vehicle or bicycle to:

- (a) Engage in a call;
- (b) Send, read or write a text message;
- (c) Take or view pictures or written text whether transmitted by internet or other electronic means, or access or view an internet website or software application;
- (d) Engage in gaming; or
- (e) Engage in any other use of the device while operating a motor vehicle. This includes holding the hand-held wireless communication device.

#### **Sec. 47-189. –Exceptions.**

This section does not apply to an operator of a motor vehicle using a hand-held wireless communication device:

- (a) While the vehicle is legally parked as that term is defined herein, or is being driven on private property;
- (b) That is used with a hands-free wireless communication device;
- (c) If the operator is a law enforcement officer, firefighter, member of a governmental or private emergency medical services function, or member of a governmental emergency management function, and the operator is using the device to conduct official business related to the position; or
- (d) Who is licensed by the Federal Communications Commission while operating a radio frequency device, other than a hand held wireless communication device; or an operator using a two-way radio communication device.

**Sec. 47-190. –Affirmative Defense.**

It shall be an affirmative defense to prosecution under this section that the person was using a hand-held wireless communication device for the purpose of:

- (a) Reporting illegal activity to a law enforcement agency;
- (b) Communicating with an emergency response operator, a fire department, a law enforcement agency, a hospital, a physician's office, or a health clinic regarding a medical or other emergency situation; or
- (c) In the reasonable belief that a person's life or safety is in immediate danger.

**Sec. 47-191. - Penalty.**

- (a) Only warning citations may be issued from the effective date of this ordinance through November 1, 2015, so that an educational effort by the City of Kyle may be conducted to inform the public about the importance and requirements of Section 47-188. Thereafter, a person convicted of an offense under this section shall be fined in accordance with the following:
  - (1) First offense shall have a minimum fine of \$100.00 and a maximum fine of \$500.00;
  - (2) Second offense shall have a minimum fine of \$200.00 and a maximum fine of \$500.00; and
  - (3) Third and subsequent offenses shall have a minimum fine of \$500.00.
- (b) Each day's violations shall constitute a separate and distinct offense. Any prior conviction under this ordinance will count towards a second and third charge regardless of when it occurred.
- (c) An offense under this section is not a moving violation and may not be made a part of a person's driving record or insurance record.
- (d) To the extent that this section conflicts with the V.T.C.A., Transportation Code §545.424, as amended, regarding the use of wireless communication devices while operating a motor vehicle by minors, or V.T.C.A., Transportation Code §545.425, as amended, regarding use of wireless communication devices in school crossing zones, state law shall control.

**SECTION 2. SAVINGS CLAUSE.** All ordinances or parts of ordinances, in conflict herewith are to the extent of such conflict hereby repealed. The balance of such ordinance is hereby saved from repeal.

**SECTION 3. SEVERABILITY.** If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or illegal, such decision shall not effect the validity of the remaining sections of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared void.

**SECTION 4. EFFECTIVE DATE.** The Ordinance shall take effect immediately from and after publication in accordance with the provisions of the City Charter and the Local Government Code.

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

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

ATTEST:

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





# CITY OF KYLE, TEXAS

## City Managers Report

**Meeting Date: 9/1/2015**  
**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*

- Reschedule Tuesday, October 6, 2015 Regular City Council Meeting to Wednesday, October 7, 2015 due to National Night Out.
- Reschedule Tuesday, November 3, 2015 Regular City Council Meeting to Wednesday, November 4, 2015 due to Election day.

**Other Information:**

**Legal Notes:**

**Budget Information:**

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