

# CITY OF KYLE



## Notice of Regular City Council Meeting

KYLE CITY HALL  
100 W. Center Street

Notice is hereby given that the governing body of the City of Kyle, Texas will meet at 7:00 PM on 1/5/2016, at Kyle City Hall, 100 West Center Street, Kyle, Texas for the purpose of discussing the following agenda.

Posted this 31st day of December, 2015 prior to 7:00 p.m.

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### I. Call Meeting To Order

### II. Approval of Minutes

1. City Council Regular Meeting - December 15, 2015. ~ *Amelia Sanchez, City Secretary*

 [Attachments](#)

### III. Citizen Comment Period With City Council

The City Council welcomes comments from Citizens early in the agenda of regular meetings. Those wishing to speak are encouraged to sign in before the meeting begins. Speakers may be provided with an opportunity to speak during this time period on any agenda item or any other matter concerning city business, and they must observe the three-minute time limit.

### IV. Presentation

2. LAN Transportation Master Plan Update. ~ *David Manuel, Senior Planning Manager*

 [Attachments](#)

### V. Consent Agenda

3. Authorize award and execution of a Purchase Order to BLUEBONNET MOTORS, New Braunfels, Texas, in the amount of \$29,150.23 for the purchase of one (1) 2016 Ford 150 four-wheel drive truck for the Public Works Department through the Lower Colorado River Authority's (LCRA) Cooperative Government Pricing Contract. ~ *Harper Wilder, Director of Public Works Department*

 [Attachments](#)

4. Approve contract Task Order No. 5 to NEPTUNE-WILKINSON ASSOCIATES, INC., Austin, Texas, in an amount not to exceed \$22,500.00 for the purpose of providing engineering services for restoration of the Downtown Elevated Tank located on W. Lockhart Street. ~ *Leon Barba, P.E., City Engineer*

 [Attachments](#)

5. Approve Amendment No. 3 to LNV, INC., Austin, Texas, in an amount not to exceed \$64,774.00 for the purpose of providing additional acquisition services for the Elliott Branch Wastewater Interceptor Project. ~ *Leon Barba, P.E., City Engineer*

 [Attachments](#)

6. (*First Reading*) Approve an Ordinance amending the City's Approved Budget for Fiscal Year 2015-16 by increasing total appropriations for expenditures by \$79,500.00 to complete storm related repairs authorized for various City parks and decreasing fund balance by the same amount in the Park Development Fund. ~ *Perwez A. Moheet, CPA, Director of Finance*

 [Attachments](#)

7. Declare six 4-drawer CD/DVD cabinets as surplus property and approve the donation of the cabinets from the Kyle Public Library to The Friends of the Kyle Library. ~ *Jerry Hendrix, Chief of Staff*

 [Attachments](#)

## VI. Consider and Possible Action

8. (*First Reading*) An Ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 1.30 acres of land from Single Family Residential 'R-1' to Residential Townhome 'R-1-T' on property located at 707 Live Oak Street, in Hays County, Texas. (Richard Giberson - Z-15-020). ~ *Howard J. Koontz, Director of Planning and Community Development*

*Planning and Zoning Commission voted 5-1 to recommend approval of the request.*

- **PUBLIC HEARING**

 [Attachments](#)

9. (*First Reading*) An Ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 14.083 acres of land from Single Family 'R-1' to Residential Townhome 'R-1-T', on property located at the northwest corner of Live Oak Street and St. Anthony's Drive, in Hays County, Texas. (WS Live Oak Kyle LLC - Z-15-019). ~ *Howard J. Koontz, Director of Planning and Community Development*

*Planning and Zoning Commission voted 5-1 to recommend approval of the request.*

- **PUBLIC HEARING**

 [Attachments](#)

10. Consider a request by Krishna Kyle, LLC (Hampton Inn Suites - 151 Bunton Creek Road) for a

Conditional Use Permit to construct a building with a height greater than 45 feet as required by Chapter 53 (Zoning) Section 1047 - Authorized Conditional Uses (13) of the City of Kyle Code of Ordinances, which states buildings with a height of up to 150 feet may be allowed in the Retail Service District. ~ *Howard J. Koontz, Director of Planning and Community Development*

*Planning and Zoning Commission voted 6-0 to recommend approval of the request.*

- **PUBLIC HEARING**

 [Attachments](#)

11. Consider a request by MNT & S Development (Sonic Drive In) for a waiver to exceed the maximum number of parking spaces per the Code of Ordinances, Chapter 53 (Zoning) Section 53-33 (n) (3) (Maximum Parking) for property located at 400 E. RR 150. ~ *Howard J. Koontz, Director of Planning and Community Development*

 [Attachments](#)

12. Approve a split-funding agreement with VIGILANT SOLUTIONS, INC., Livermore, CA, to install license plate recognition products in three Kyle Police Department vehicles to collect on outstanding municipal warrants and fines for a 25 percent fee of the amount of the fine. ~ *Jeff Barnett, Chief of Police*

 [Attachments](#)

13. *(First Reading)* Approve an Ordinance amending the City's Code of Ethics as adopted by Ordinance No. 581, to amend Part G, Section 2(d) items (2) and (3) pertaining to the itemized list of disqualifications from serving on the Ethics Commission as follows; Section 2(d)(2) is amended to read "an elected city official" instead of "an elected public official" and Section 2(d)(3) is amended to read "a candidate for elected city office" instead of "a candidate for elected public office." ~ *Frank Garza, City Attorney*

 [Attachments](#)

14. *(First Reading)* An Ordinance of the City of Kyle, Texas Amending the Membership of Boards; Providing Terms, Appointments, Qualifications for Ex Officio Members; Amending Section 53-5 Definitions of the Code of Ordinances; Providing an Effective Date; and Making Such Other Findings and Provisions Related Hereto. ~ *Diana Torres, Director Economic Development*

 [Attachments](#)

15. A Resolution of the City Council of the City of Kyle, Texas Ratifying Ex Officio Membership for the Economic Development & Tourism Board; Providing for an Effective Date. ~ *Diana Torres, Director Economic Development*

 [Attachments](#)

16. Appointment of two (2) Ex-officios and two (2) Citizen Members to the Economic Development

and Tourism Board. ~ *Brian Ziegler, Economic Development & Tourism Board Chairman*

- Adriana Cruz, Greater San Marcos Partnership President
- Julie Snyder, Kyle Area Chamber of Commerce CEO
- Jim Hough, Kyle Resident
- Jo Fenety, Kyle Resident

 [Attachments](#)

## **VII. City Managers Report**

17. Update on various capital improvement projects, road projects, building program, and/or general operational activities where no action is required. ~ *J. Scott Sellers, City Manager*

 [Attachments](#)

## **VIII. Executive Session**

18. 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.
  - Contemplated Litigation - Driskell Property
2. Property acquisitions for road bond projects. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
  - Property acquisitions for road bond projects.
3. Personnel matters pursuant to Section 551.074.
4. Economic Development negotiations pursuant to Section 551.087.

 [Attachments](#)

19. 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

City Council Meeting Minutes, 12-15-15

**Meeting Date:**  
**1/5/2016**  
**Date time:7:00 PM**

**Subject/Recommendation:** City Council Regular Meeting - December 15, 2015. ~ *Amelia Sanchez, City Secretary*

**Other Information:**

**Legal Notes:**

**Budget Information:**

ATTACHMENTS:

Description	Type
City Council Minutes, 12-15-15	Backup Material

## REGULAR CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Regular Session on December 15, 2015 at 7:00 p.m. at Kyle City Hall with the following persons present:

Mayor Todd Webster	Larry Jones
Mayor Pro Tem David Wilson	Ray Bryant, TDS
Council Member Diane Hervol	Rick Fraumann, TDS
Council Member Becky Selbera	
Council Member Shane Arabie	
Council Member Damon Fogley	
Council Member Daphne Tenorio	
Scott Sellers, City Manager	
James Earp, Assistant City Manager	
Frank Garza, City Attorney	
Betsy Johnson, City Attorney	
Jerry Hendrix, Chief of Staff	
Leon Barba, City Engineer	
Perwez Moheet, Finance Director	
Robert Olvera, IT Manager	
Andrew Cable, Municipal Judge	
Kerry Urbanowicz, PARD Director	
Howard Koontz, Community Development Director	
Jeff Barnett, Chief of Police	
Harper Wilder, Public Works Director	

### I. Call Meeting To Order

Mayor Webster called the meeting to order at 7:02 p.m.

### ROLL CALL

Mayor called for roll call. Present were Mayor Todd Webster, Mayor Pro Tem David Wilson, Council Member Diane Hervol, Council Member Shane Arabie, Council Member Damon Fogley, and Council Member Daphne Tenorio. Council Member Becky Selbera took her seat at 7:03 p.m. during Approval of Minutes.

### II. Approval of Minutes

#### 1. City Council Regular Meeting - December 1, 2015. ~ Amelia Sanchez, City Secretary

City Council Minutes, 12-1-2015

Council Member Hervol moved to approve City Council Regular Meeting Minutes for December 1, 2015. Council Member Tenorio seconded the motion. All votes aye; motion carried 7-0.

## CITY COUNCIL MEETING MINUTES

December 15, 2015 – Page 2

Kyle City Hall

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.

Mayor Webster opened Citizen Comments at 7:05 p.m. Larry Jones spoke on items 18 and 19 and stated the city had been working on the Bunton Creek PID for 2 years and he did not think it was fair that the residents were being billed but did not know where to make payment. He stated that homeowners were not told about this fee at the time they purchased their homes. He stated he would only be in favor of the agreement if it was in favor of the homeowner. Mr. Jones stated he would like to know what is going on, would like for it all to come to an end and have a legitimate place to send payment. As for future PIDs, he said, he hopes the new ordinance has worked all those issues out, and that he is against them.

With no one else wishing to speak, Mayor Webster closed citizen comments at 7:08 p.m.

### IV. Presentation

#### 2. Presentation on Texas Disposal Systems Services Review. ~ Ray Bryant, TDS

Cover Sheet - Item 2

Ray Bryant introduced himself as the main contact between the City of Kyle and Disposal Systems. He introduced Rick Fraumann who presented on the current contract and options going forward. No action was taken.

### V. Appointments

#### 3. Consider and take possible action to appoint the named nominated individuals for designated terms to the Kyle Area Youth Advisory Council. ~ Sarah Watson, KAYAC Staff Liaison

- A. Meghan Murphy
- B. Luke Jackson
- C. Dalton Tristan
- D. Destinee Cabrera
- E. Nate McHale

Cover Sheet - Item 3

With no objection, Mayor Webster placed Item No. 3 on the table.

CITY COUNCIL MEETING MINUTES

December 15, 2015 – Page 3

Kyle City Hall

Council Member Tenorio moved to approve the appointments of Meghan Murphy, Luke Jackson, Dalton Tristan, Destinee Cabrera, and Nate McHale for designated terms to the Kyle Area Youth Advisory Council. Mayor Pro Tem Wilson seconded the motion. All votes aye; motion carried 7-0.

VI. Consent Agenda

Mayor Webster asked if there were any items requested to be pulled from the Consent Agenda. Council Member Hervol asked to pull Item Nos. 5, 10, 11, and 12. Council Member Tenorio asked to pull Item No. 7.

4. Authorize award and execution of a Purchase Order to Bluebonnet Motors, New Braunfels, Texas, in the amount of \$36,688.98 for the purchase of two (2) base model 2016 Ford Escape one each for Engineering Services and Building Inspection Departments through the Lower Colorado River Authority's (LCRA) Cooperative Government Pricing Contract. ~ Leon Barba, P.E., City Engineer and Mario Perez, Building Official

Backup Materials - Item 4

6. Authorize award and execution of a Purchase Order and authorization to execute a contract with Halff Associates, Inc., Austin, Texas, in an amount not to exceed \$45,000 for City of Kyle Parks, Trails and Open Spaces Master Plan. ~ Kerry Urbanowicz, Director of Parks and Recreation Parks Board voted 4-0 to recommend approval on December 7, 2015. (3 absences).

Backup Materials - Item 6

8. Authorize award and execution of a Purchase Order to T.F. Harper & Associates, L.P., Austin, Texas, in an amount not to exceed \$79,500.00 for storm related repairs to various parks in the City and direct City Manager to bring forward a budget amendment to appropriate funds from the Park Development Fund. ~ Kerry Urbanowicz, Director of Parks and Recreation Parks Board voted 4-0 to recommend approval on December 7, 2015. (3 absences).

Backup Materials - Item 8

9. (Second Reading) An Ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning Lot 15 of Kyle Industrial Park (approximately 0.792 acres) from Commercial-2 "C-2" to Warehouse "W" and to assign original zoning to Lot 16 (approximately 1.175 acres) and Lot 17 (approximately 1.05) of Kyle Industrial Park from Agriculture "AG" to Warehouse "W", on property located on Kyle Crossing and south of Kohler's Crossing, in Hays County, Texas. (William R. Holms, Z-14-020). ~ Howard J. Koontz, Director of Planning and Community Development Planning and Zoning Commission voted 6-0 to approve the request on March 24, 2015.

Backup Materials - Item 9

CITY COUNCIL MEETING MINUTES

December 15, 2015 – Page 4

Kyle City Hall

13. Approve a one (1) year Software Maintenance Agreement with New World Systems Corporation, Troy, Michigan, in an amount not to exceed \$57,456.00 for the purpose of providing an additional year of software maintenance support services. ~ Robert Olvera, Systems Administrator

Backup Materials - Item 13

Mayor Pro Tem Wilson moved to approve item numbers 4, 6, 8, 9, and 13 of the Consent Agenda. Council Member Tenorio seconded the motion. All votes aye; motion carried 7-0.

5. Approve renewal of a professional services agreement with Judge Andrew Cable to provide Municipal Court Judge services for a two (2) year period from February 1, 2016 to January 31, 2018 for \$2,500.00 per month. ~ Perwez A. Moheet, CPA, Director of Finance

Backup Materials - Item 5

With no objection, Mayor Webster placed Item No. 5 on the table. Council Member Hervol moved to approve renewal of a professional services agreement with Judge Andrew Cable to provide Municipal Court Judge services for a two (2) year period from February 1, 2016 to January 31, 2018 for \$2,500.00 per month. Council Member Selbera seconded the motion. All votes aye; motion carried 7-0.

7. Authorize award and execution of a Purchase Order to T.F. Harper & Associates, L.P., Austin, Texas, in an amount not to exceed \$144,454.00 for park improvements at Gregg-Clarke Park in the City of Kyle. ~ Kerry Urbanowicz, Director of Parks and Recreation  
Parks Board voted 5-0 to recommend approval on October 26, 2015. (2 absences).

Backup Materials - Item 7

With no objection, Mayor Webster placed Item No. 7 on the table.

Council Member Tenorio moved to approve to authorize award and execution of a Purchase Order to T.F. Harper & Associates, L.P., Austin, Texas, in an amount not to exceed \$144,454.00 for park improvements at Gregg-Clarke Park in the City of Kyle.. Mayor Pro Tem Wilson seconded the motion. All votes aye; motion carried 7-0.

10. Ratify an emergency purchase made by the Public Works Department for an emergency sludge removal and vector truck services at the Kyle Wastewater Treatment Plant by Wastewater Transport Services (WWTS), in the amount of \$27,805.31. ~ Harper Wilder, Director of Public Works

Backup Materials - Item 10

With no objection, Mayor Webster placed Item No. 10 on the table.

CITY COUNCIL MEETING MINUTES

December 15, 2015 – Page 5

Kyle City Hall

Council Member Hervol moved to approve to ratify an emergency purchase made by the Public Works Department for an emergency sludge removal and vactor truck services at the Kyle Wastewater Treatment Plant by Wastewater Transport Services (WWTS), in the amount of \$27,805.31. Council Member Tenorio seconded the motion. All votes aye; motion carried 7-0.

11. Authorize award and execution of Purchase Order to Hach, Loveland, Colorado, in an amount not to exceed \$43,688.95, for wastewater monitoring systems at the Kyle Wastewater Treatment Plant that will monitor the quality of the effluent, integrate with existing SCADA system and alert operators to potential issues. ~ Harper Wilder, Director of Public Works

Backup Materials - Item 11

With no objection, Mayor Webster placed Item No. 11 on the table.

Mayor Pro Tem Wilson moved to approve to authorize award and execution of Purchase Order to Hach, Loveland, Colorado, in an amount not to exceed \$43,688.95, for wastewater monitoring systems at the Kyle Wastewater Treatment Plant that will monitor the quality of the effluent, integrate with existing SCADA system and alert operators to potential issues. Council Member Fogley seconded the motion. All votes aye; motion carried 7-0.

12. Authorize award and execution of Purchase Order to Sewer Services of Texas, Conroe, Texas, in an amount not to exceed \$21,000.00, for the necessary cleaning services of debris, gravel, and grit located in one of the main impacted digesters at the Kyle Wastewater Treatment Plant. ~ Harper Wilder, Director of Public Works

Backup Materials - Item 12

With no objection, Mayor Webster placed Item No. 12 on the table.

Mayor Pro Tem Wilson moved to approve to authorize award and execution of Purchase Order to Sewer Services of Texas, Conroe, Texas, in an amount not to exceed \$21,000.00, for the necessary cleaning services of debris, gravel, and grit located in one of the main impacted digesters at the Kyle Wastewater Treatment Plant. Council Member Fogley seconded the motion. All votes aye; motion carried 7-0.

VII. General Discussion and Possible Action

14. Discussion and possible action of adding a billing clerk to the Water Utility department. ~ Daphne Tenorio, Council Member

Cover Sheet - Item 14

No action was taken.



CITY COUNCIL MEETING MINUTES

December 15, 2015 – Page 6

Kyle City Hall

VIII. City Managers Report

15. Update on various capital improvement projects, road projects, building program, and/or general operational activities where no action is required. ~ J. Scott Sellers, City Manager
  - A. Stage 1 Water Restriction
  - B. Open Carry Legislation

Cover Sheet - Item 15

Mr. Sellers stated that Stage 1 Water Restrictions would go into effect on January 1, 2016. He said that Hays County has come to our assistance in Halloween flood recovery road repairs. Mr. Sellers stated they are doing cold patches to get us through until we can get the engineering in place. He continued that additionally in January we will have our Transportation Master Plan presentation by LAN. He informed Council that we received the Wastewater Model from Burgess and Niple to help with the CIP discussion in the future. He spoke on the Open Carry Legislation going into effect January 1, 2016.

City Attorney Frank Garza spoke on the Open Carry legislation with regard to the AG Opinion requests related to multi-use facilities.

IX. Executive Session

Council Member Tenorio moved to postpone Item Nos. 16 and 17. Council Member Arabie seconded the motion. All votes aye; motion carried 7-0.

16. 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.
  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.

Cover Sheet - Item 16

17. Take action on items discussed in Executive Session.

Cover Sheet - Item 17

18. Consider and Possible Action on Settlement Agreement with Freehold Capital Partners for the Bunton Creek PID. ~ Frank Garza, City Attorney

CITY COUNCIL MEETING MINUTES

December 15, 2015 – Page 7

Kyle City Hall

Cover Sheet - Item 18

With no objection, Mayor Webster Item No. 18 on the table. City Attorney Frank Garza presented the item.

Larry Jones was called to speak. He had a question about whether it was going to come through their tax assessment. He also asked if they may pay it all at once with no interest charges or installment fee.

Mayor Pro Tem Wilson moved to approve the Settlement Agreement with Freehold Capital Partners for the Bunton Creek PID. Council Member Hervol seconded the motion. All votes aye; motion carried 7-0.

19. Consider and Possible Action on (First Reading) An Ordinance of the City of Kyle, Texas, amending City of Kyle, Ordinance No. 472 to reassess the amount of each final platted lot for the Bunton Creek Public Improvement District; providing for the collection of the assessments; providing for repeal of conflicting ordinances; providing for an effective date and an open meetings clause; and providing for related matters. ~ Frank Garza, City Attorney

Cover Sheet - Item 19

Council Member Tenorio moved to approve on First Reading an Ordinance of the City of Kyle, Texas, amending City of Kyle, Ordinance No. 472 to reassess the amount of each final platted lot for the Bunton Creek Public Improvement District; providing for the collection of the assessments; providing for repeal of conflicting ordinances; providing for an effective date and an open meetings clause; and providing for related matters. Mayor Pro Tem Wilson seconded the motion. All votes aye; motion carried 7-0.

Mayor Webster asked if there were any objections to having the ordinance finally passed. There were none. The Ordinance was finally passed.

X. ADJOURN

Council Member Fogley moved to adjourn. Mayor Pro Tem Wilson seconded the motion. All votes aye; motion carried 7-0.

The City Council adjourned at 9:09 p.m.

CITY COUNCIL MEETING MINUTES

December 15, 2015 – Page 8

Kyle City Hall

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R. Todd Webster, Mayor

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Attest: Amelia Sanchez, City Secretary



CITY OF KYLE, TEXAS  
LAN Transportation Master Plan Update

**Meeting Date:**  
**1/5/2016**  
**Date time:7:00 PM**

**Subject/Recommendation:** LAN Transportation Master Plan Update. ~ *David Manuel, Senior Planning Manager*

**Other Information:**

**Legal Notes:**

**Budget Information:**

ATTACHMENTS:

Description	Type
<input type="checkbox"/> KyleTransportation Master Plan	Backup Material
<input type="checkbox"/> Matrix	Backup Material



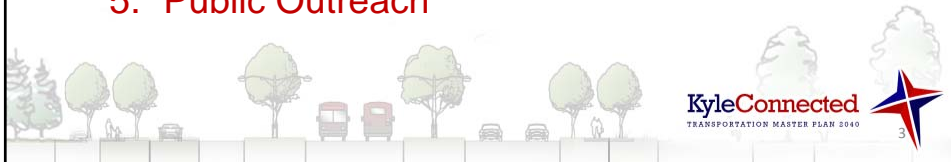
**Kyle Transportation Master Plan (KTMP)**  
City Council Update  
Tuesday, January 5, 2016

**Project Team**  
Lockwood, Andrews & Newnam, Inc.  
Prime Strategies, Inc.  
Gap Strategies  
Kimley-Horn Associates

A decorative footer at the bottom of the slide featuring a row of stylized green trees and small icons of a bus, a car, and a bicycle. On the right side of the footer is the "KyleConnected" logo with the text "TRANSPORTATION MASTER PLAN 2040" and a small number "2" below it.

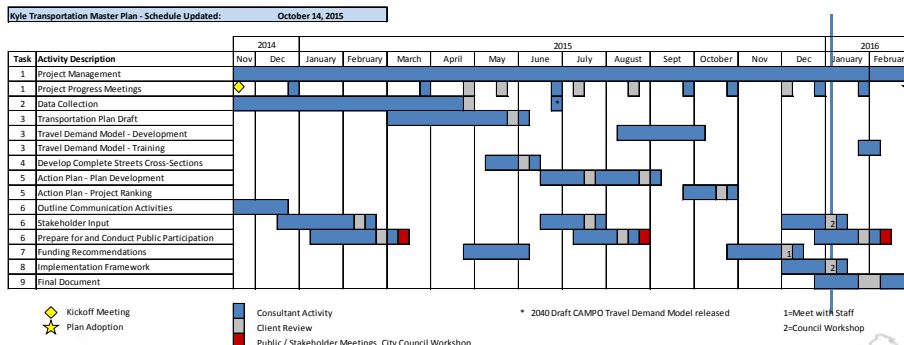
# Presentation Agenda

1. Schedule Update
2. Review of Final Network
3. Prioritization Criteria
4. Implementation
  - Policies and Funding
  - Project Recommendations
5. Public Outreach



# Schedule Update

- Report and Final Public Meeting



## Public Involvement So Far



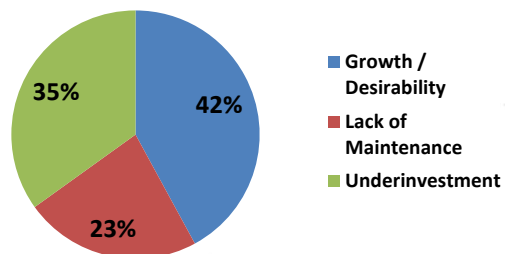
- **Public Meetings**
  - March 9, 2015
  - August 25, 2015
- **Council Workshops**
  - July 21, 2015
  - January 5, 2016
- **Website, Facebook, Twitter**



## Public Involvement So Far

- **Survey Conducted Online and in Person**
- **12 Questions and Open-Ended Essay**

**Congestion is Caused By**

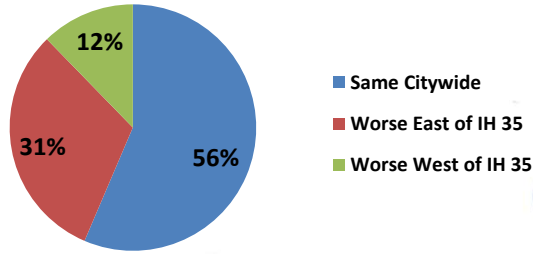




## Public Involvement So Far

- Survey Conducted Online and in Person
- 12 Questions and Open-Ended Essay

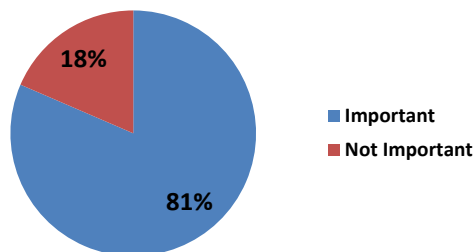
Conditions and Congestion Are...

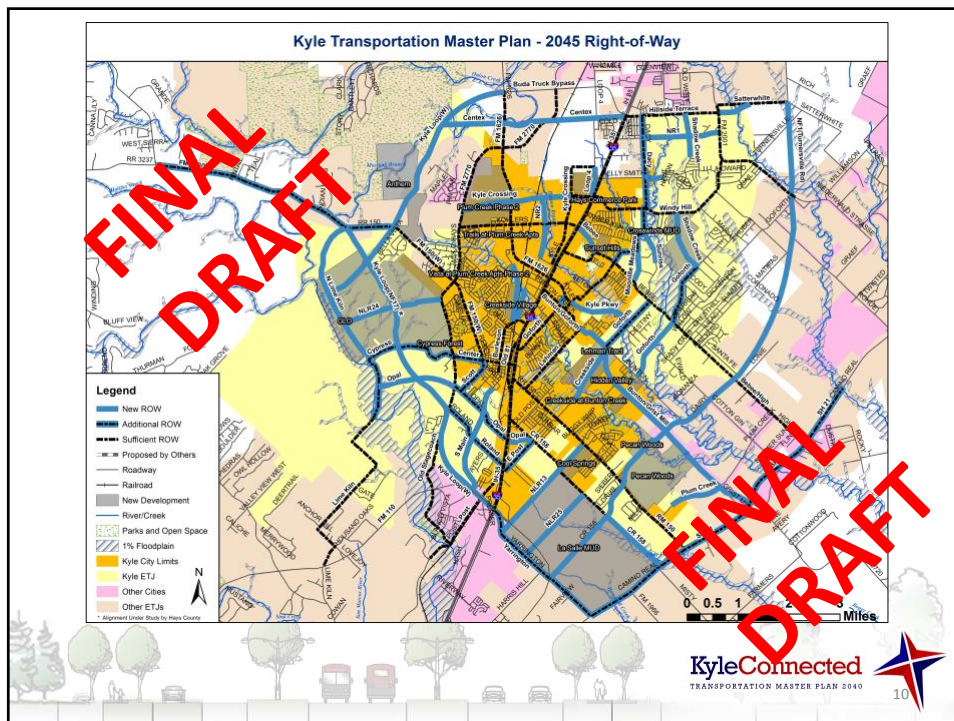
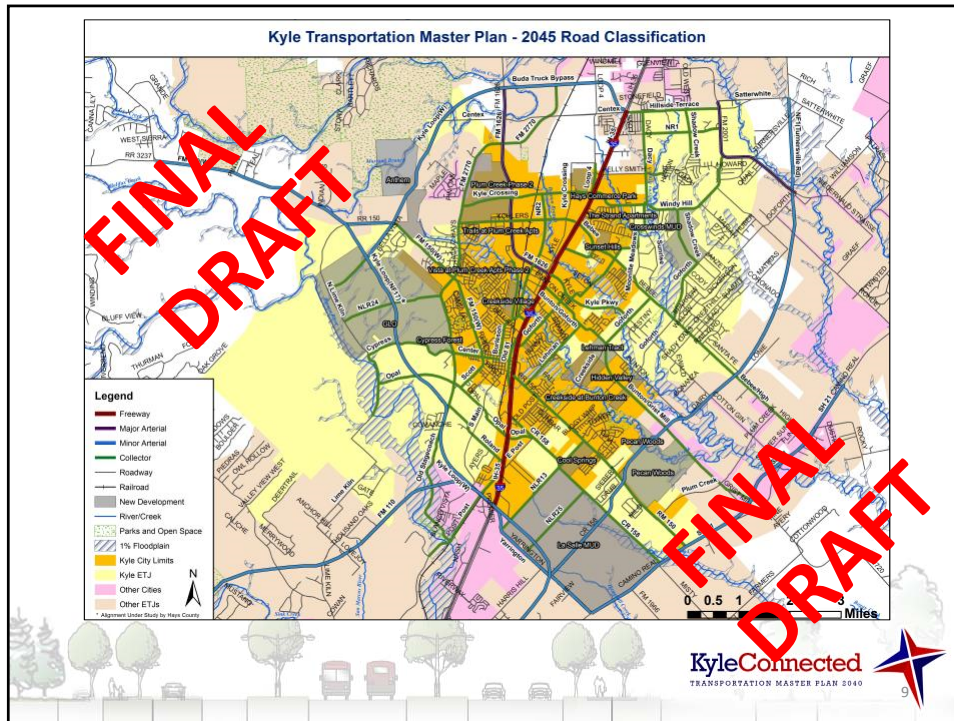


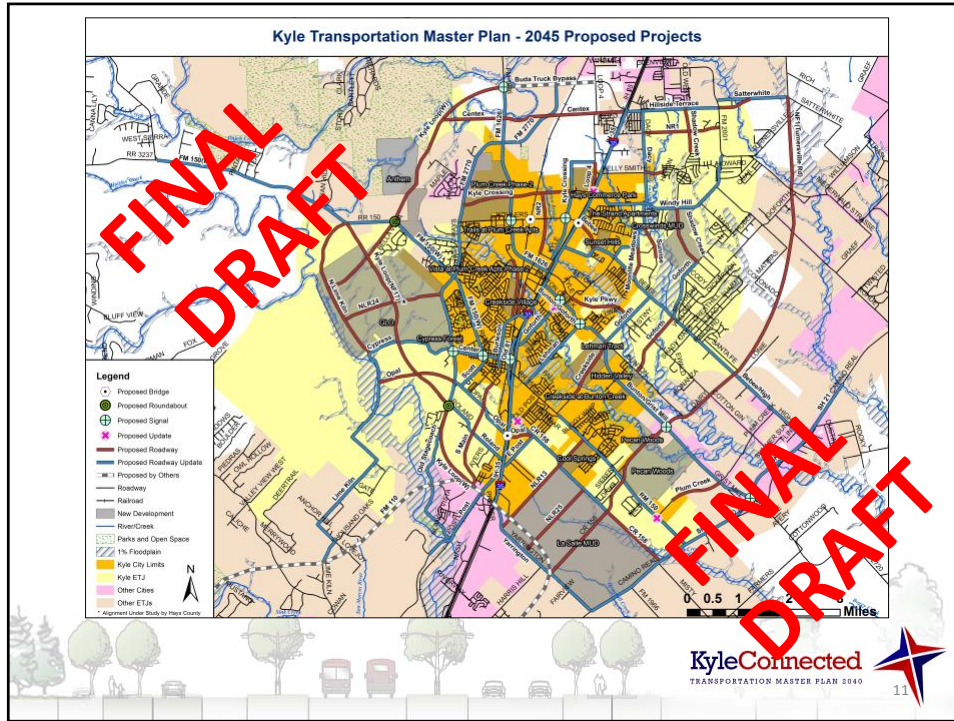
## Public Involvement So Far

- Survey Conducted Online and in Person
- 12 Questions and Open-Ended Essay

Trees, Heritage, and Character







## Prioritization Criteria

- Part of Implementation Recommendations
- Numerical Assessment
- Weighted Score for Each Evaluated Theme

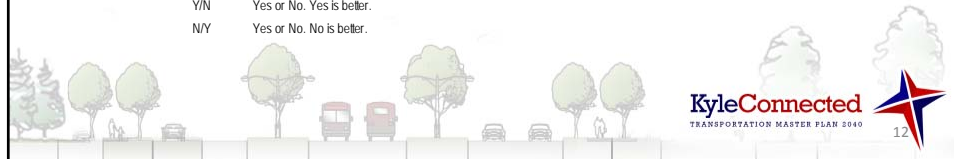
Theme	Congestion Mitigation	Additional Connectivity	Relative Cost/ Feasibility	ROW Required	Supports Economic Development	Supported by Community	Enviro / Construction Issues	Drainage Benefits
Assessment	H-M-L	Y/N	L-M-H	N/Y	Y/N	H-M-L	N/Y	Y/N
Possible Points	20	20	15	15	10	10	5	5
High	20		5			10		
Medium	10		10			5		
Low	5		15			0		
Yes		20		5	10		0	5
No		10		15	5		5	0

H-M-L Assessed at High, Medium, or Low. High is better.

L-M-H Assessed at High, Medium, or Low. Low is better.

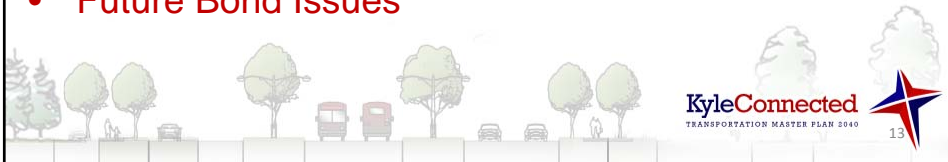
Y/N Yes or No. Yes is better.

N/Y Yes or No. No is better.



## Plan Implementation

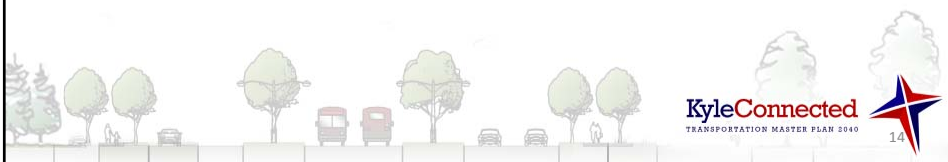
- Corridor Preservation Ordinance
- Right-of-Way Dedication Requirements
- Sustainable City Funding Sources
  - Perimeter Road Fee
  - Transportation Impact Fee
  - General Transportation Fee
  - Set-Aside Policy (Amount or Percentage of General Fund)
- Future Bond Issues



## Plan Implementation

Select Teaming Partners for Any / All Activities:

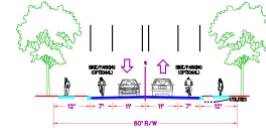
- Develop Fundable CIP Projects
- Interface with CAMPO
  - Updates to Travel Demand Model
  - Applications for RTP / TIP
- Promote City Interests with County and TxDOT





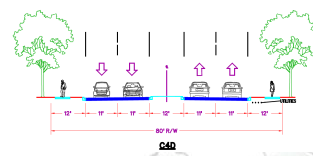
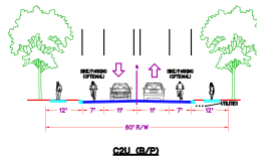
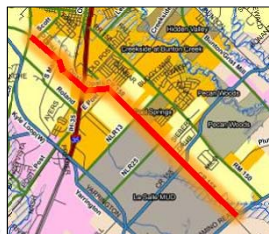
## Project Recommendations

- **Improvements Group 1 - \$57.0 Million**
  - Bebee Road from IH 35 to SH 21  
Reconstruct to 2-Lane Divided, with Center Turn Lane and/or Median
    - Priority 1: IH 35 to west of Dacy Lane - \$7.5M (City)
    - Priority 41: west of Dacy Lane to SH 21 - \$49.5M (Est. \$10M City)



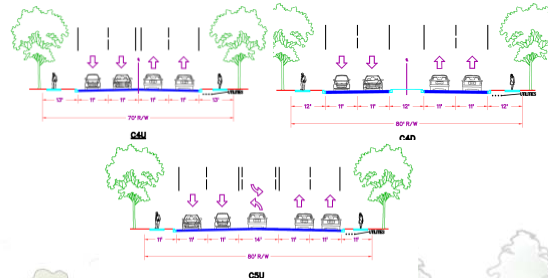
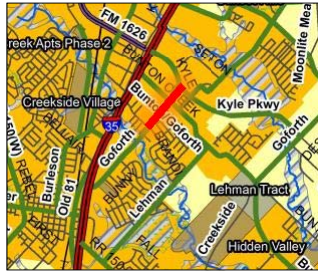
## Project Recommendations

- **Improvements Group 2 - \$44.0 Million**
  - CR 158 / Opal Lane from Old Stagecoach to SH 21  
Reconstruct to 2-Lane and 4-Lane Divided Arterial
    - Priority 5: IH 35 Overpass - \$1.5M (TxDOT)
    - Priority 6: IH 35 to CR 158 corner - \$6.5M (City)
    - Priority 7: IH 35 to Turnersville - \$19.0M (County)
    - Priority 89: Old Stagecoach to IH 35 - \$17.0M (County)



## Project Recommendations

- **Improvements Group 3 - \$2.0 Million (partially funded)**
  - Goforth Road from Kyle Parkway to Brent Boulevard  
4-Lane Road, Extend North
    - Priority 3: Bunton Creek Road to Kyle Parkway - \$2.0M
    - Priority 4: Brent Blvd. to Bunton Creek Rd. - (Funded and Underway)



## Next Steps for Citizens



Final Public Meeting  
February \*X\*, 2016  
\*LOCATION\*



**Questions?  
Comments ?**

KyleConnected  
TRANSPORTATION MASTER PLAN 2040

19



**City of Kyle 2015 Transportation Master Plan Project Prioritization**

Rank	Project	Improvement	From	To	ROW Cost	Total Cost	Owner	Developer Contrib.	Developer Cost	City Cost	County Cost	TxDOT Cost	District	Congestion	Additional Connectivity	Cost / Feasibility	ROW Required	Supports Economic	Supported by Community	Environmental / Construction	Drainage Benefits	Total Score
1	Bebee	New 2-lane divided road with TWLTL	IH-35	Bebee	\$3,700,000	\$7,340,000	Kyle	1	\$7,340,000	\$0	\$0	\$0	6	20	15	15	5	10	10	5	0	80
2	IH-35	Reversing ramps and adding shared use paths (Project E)	Kyle Crossing	RM 150	\$0	\$19,950,000	TxDOT	0	\$0	\$0	\$0	\$19,950,000	6	20	10	10	15	5	10	0	5	75
3	Goforth	New 4-lane divided road (design complete, ROW needed--updated costs per City)	Bunton Creek	Kyle Pkwy	\$200,000	\$2,000,000	Kyle	1	\$2,000,000	\$0	\$0	\$0	6	20	15	15	5	5	10	5	0	75
4	Goforth*[1]	Widen to a 4-lane; sidewalk on 1 side *	Brent Blvd	Bunton Creek	\$0	\$7,600,000	Kyle	0	\$0	\$7,600,000	\$0	\$0	6	20	5	15	15	5	10	5	0	75
5	Opal	New 4-lane bridge; grade separation over IH-35	at IH-35	-	\$0	\$1,260,000	TxDOT	0	\$0	\$0	\$0	\$1,260,000	2	20	15	15	15	5	0	5	0	75
6	Opal	New 4-lane road	IH-35	CR 158	\$3,400,000	\$6,480,000	Kyle	1	\$6,480,000	\$0	\$0	\$0	2	20	15	15	5	5	10	5	0	75
7	CR 158 (Opal-East)	Widen to a 4-lane road	IH-35	Turnersville Extension	\$0	\$19,180,000	Hays-non-ETJ	0	\$0	\$0	\$19,180,000	\$0	2	20	5	10	15	10	5	5	0	70
8	Kyle Crossing	Widen to a 2-lane road over Bunton Branch	IH-35 @ Old Bridge Trail	FM 967	\$0	\$15,540,000	Kyle	0	\$0	\$15,540,000	\$0	\$0	6	10	15	10	15	10	10	0	0	70
9	Post	Widen to a 4-lane road over Blanco river	IH-35	Blanco River Ranch	\$0	\$16,800,000	Kyle	0	\$0	\$16,800,000	\$0	\$0	2	20	5	10	15	5	10	0	5	70
10	FM 1626	S13: Install traffic signal	at Kohlers Cr	-	\$0	\$300,000	TxDOT	0	\$0	\$0	\$0	\$300,000	4	10	5	15	15	10	10	5	0	70
11	FM 1626	Widen to a 6-lane divided road	Kyle Loop	FM 2770	\$0	\$12,600,000	TxDOT	0	\$0	\$0	\$0	\$12,600,000	X	5	5	15	15	10	10	5	5	70
12	IH-35	I3: Eliminate intersection skew	at CR 131	-	\$0	\$100,000	TxDOT	0	\$0	\$0	\$0	\$100,000	6	10	10	15	15	5	10	5	0	70
13	Kohlers Crossing	Install traffic signal	at Kyle Crossing	-	\$0	\$300,000	Kyle	0	\$0	\$300,000	\$0	\$0	4	10	15	15	15	5	5	5	0	70
14	Loop 4	New 2-lane divided road with TWLTL	FM 967	Kyle Crossing	\$3,800,000	\$7,580,000	Kyle	1	\$7,580,000	\$0	\$0	\$0	6	10	15	15	5	10	10	5	0	70
15	Satterwhite	Widen to a 2-lane road over Brushy Creek	FM 2001	Turnersville Extension	\$0	\$9,380,000	Hays-non-ETJ	0	\$0	\$0	\$9,380,000	\$0	E	10	15	15	15	5	5	0	5	70
16	Centex	New 2-lane road over UPRR	FM 1626	IH-35	\$15,000,000	\$30,820,000	Hays-non-ETJ	1	\$30,820,000	\$0	\$0	\$0	X	20	15	5	5	10	10	0	0	65
17	Old Stagecoach	Widen to a 2-lane road with optional bike or parking lanes	Post	FM 150	\$0	\$34,020,000	Kyle	0	\$0	\$34,020,000	\$0	\$0	2,4	5	10	5	15	10	10	5	5	65
18	FM 2770	Widen to a 4-lane road with optional bike or parking lanes over Plum Creek	FM 1626	FM 150	\$0	\$26,600,000	TxDOT	0	\$0	\$0	\$26,600,000	\$0	4	10	10	10	15	10	5	5	5	65
19	Kyle Loop (West)	New 4-lane divided road with TWLTL	NF17	N Lime Kiln	\$8,400,000	\$15,960,000	Hays-non-ETJ	1	\$15,960,000	\$0	\$0	\$0	E	10	15	10	5	10	10	5	0	65
20	Burleson*	Widen to a 2-lane road *	South	Lockhart	\$0	\$1,400,000	Kyle	0	\$0	\$1,400,000	\$0	\$0	2,4	10	5	15	15	5	10	5	0	65
21	Center	Widen parking /pedestrian safety	at Downtown	-	\$0	\$1,900,000	Kyle	0	\$0	\$1,900,000	\$0	\$0	2,4,6	10	5	15	15	5	10	5	0	65
22	Center	Install traffic signal	at FM 150	-	\$0	\$300,000	Kyle	0	\$0	\$300,000	\$0	\$0	2,4	10	10	15	15	5	5	5	0	65
23	Center	Install traffic signal	at Old Stagecoach	-	\$0	\$300,000	Kyle	0	\$0	\$300,000	\$0	\$0	2,4	10	5	15	15	10	5	5	0	65
24	CR 158	Eliminate intersection skew; not all turns currently possible	at CR 134	-	\$0	\$100,000	Hays-ETJ	0	\$0	\$0	\$100,000	\$0	2	10	5	15	15	5	10	5	0	65
25	FM 150 (W)	Widen to a 4-lane divided road with TWLTL	Kyle Loop (SW)	FM 2770	\$0	\$13,160,000	TxDOT	0	\$0	\$0	\$13,160,000	\$0	4	10	5	15	15	10	5	5	0	65
26	FM 2770	Widen to a 4-lane divided road	Buda Truck Bypass	FM 1626	\$0	\$14,420,000	TxDOT	0	\$0	\$0	\$14,420,000	\$0	X	10	5	15	15	10	5	5	0	65
27	Goforth*	Install traffic signal; improve sight distance in east quadrant *	at Lehman	-	\$0	\$300,000	Kyle	0	\$0	\$300,000	\$0	\$0	6	10	5	15	15	5	10	5	0	65
28	Goforth*	Install traffic signal *	at Bunton	-	\$0	\$300,000	Kyle	0	\$0	\$300,000	\$0	\$0	6	10	5	15	15	5	10	5	0	65
29	Goforth*[2]	Widen to a 2-lane divided road with TWLTL over Plum Creek *	IH-35 frontage	Brent	-	-	Kyle	0	\$0	\$0	\$0	\$0	2,6	20	5	15	5	5	10	0	5	65
30	Grist Mill	Install traffic signal	at Turnersville Extension	-	\$0	\$300,000	Kyle	0	\$0	\$300,000	\$0	\$0	X	10	5	15	15	10	5	5	0	65
31	Kyle Loop (West)	New 4-lane divided road	NF 17 (Kyle)	Old Stagecoach Rd	\$4,100,000	\$7,740,000	Hays-ETJ	1	\$7,740,000	\$0	\$0	\$0	E	5	15	15	5	10	10	5	0	65
32	Kyle Loop (West)	Install traffic signal	at FM 1626	-	\$0	\$300,000	Kyle	0	\$0	\$300,000	\$0	\$0	X	10	5	15	15	10	5	5	0	65
33	Kyle Marketplace frontage*	New 2-lane divided road with TWLTL over Plum Creek *	N Burleson (E of UPRR)	City Lights	\$160,000	\$3,600,000	Kyle	1	\$3,600,000	\$0	\$0	\$0	6	10	15	15	5	10	10	0	0	65
34	Marketplace Ave	New 4-lane divided road	Kohlers Crossing	IH-35 @ Old Bridge Trail	\$5,800,000	\$10,980,000	Kyle	1	\$10,980,000	\$0	\$0	\$0	6	10	15	15	5	10	5	5	0	65
35	Old 81	R16: Widen to a 2-lane divided road with optional bike or parking lanes	at W IH-35 frontage road	-	\$0	\$6,300,000	Kyle	0	\$0	\$6,300,000	\$0	\$0	2,6	10	10	15	15	5	5	5	0	65
36	Plum Creek	New 2-lane road	Grist Mill	CR 202	\$6,600,000	\$12,340,000	Hays-non-ETJ	1	\$12,340,000	\$0	\$0	\$0	2	10	15	15	5	10	5	5	0	65
37	RM 150	Improve sight distance	at CR 202	-	\$0	\$100,000	TxDOT	0	\$0	\$0	\$0	\$100,000	2	10	5	15	15	5	10	5	0	65
38	SH 21	Install traffic signal	Grist Mill	-	\$0	\$300,000	TxDOT	0	\$0	\$0	\$0	\$300,000	X	10	5	15	15	5	10	5	0	65
39	Shadow Creek	New 2-lane divided road with TWLTL	Hillside Terrace	Quarter	\$5,500,000	\$10,960,000	Hays-ETJ	1	\$10,960,000	\$0	\$0	\$0	E	10	15	15	5	10	5	5	0	65
40	Goforth	Widen to a 4-lane road over Richmond Bunton Branch	Bebee	Bunton	\$1,300,000	\$11,240,000	Hays-ETJ	0	\$0	\$0	\$11,240,000	\$0	E	10	5	15	5	10	10	0	5	60
41	Bebee/High	Widen to a 2-lane divided road with TWLTL and bike lanes over Porter Creek	IH-35	SH 21	\$0	\$49,420,000	Kyle	0	\$0	\$49,420,000	\$0	\$0	6	10	10	5	15	10	5	0	5	60
42	IH-35	Improvements (Project B, Project F, Project G)	Robert S. Light	Yarrington	\$4,350,000	\$223,710,000	TxDOT	0	\$0	\$0	\$0	\$223,710,000	2,6	20	10	5	5	5	10	0	5	60
43	Kyle Loop (NF17)	New 4-lane divided road	FM 150	Old Stagecoach Rd	\$35,700,000	\$67,200,000	Hays-ETJ	1	\$67,200,000	\$0	\$0	\$0	E	10	15	5	5	10	10	5	0	60
44	Kyle Loop (West)	New 4-lane divided road	Old Stagecoach Rd	IH-35 @ Yarrington	\$16,000,000	\$30,140,000	Hays-ETJ	1	\$30,140,000	\$0	\$0	\$0	2	10	15	5	5	10	10	5	0	60
45	Arterial streets	Improvement program--various repaving/reconstruction	-	-	\$0	\$23,700,000	Kyle	0	\$0	\$23,700,000	\$0	\$0	2,4,6	10	5	10	15	5	10	0	5	60
46	Centex	New 2-lane road over Onion Creek	Kyle Loop	FM 1626	\$7,700,000	\$17,220,000	Hays-ETJ	1	\$17,220,000	\$0	\$0	\$0	E	10	15	10	5	10	10	0	0	60
47	NLR24	New 4-lane road	Old Stagecoach	N Lime Kiln	\$14,600,000	\$27,760,000	Hays-ETJ	1	\$27,760,000	\$0	\$0	\$0	E	10	15	10	5	10	5	5	0	60
48	NR1	New 2-lane road with optional bike or parking lanes over Andrews Branch	Dacy Ln	FM 2001	\$9,600,000	\$20,240,000	Hays-ETJ	1	\$20,240,000	\$0	\$0	\$0	E	10	20	10	5	10	5	0	0	60
49	Opal	NLR21: New 4-lane road	Old Stagecoach	Cypress	\$11,400,000	\$21,620,000	Hays-ETJ	1	\$21,620,000	\$0	\$0	\$0	E	10	15	10	5	10	5	5	0	60
50	Shadow Creek	New 4-lane road	Windy Hill	Goforth	\$8,800,000	\$16,780,000	Hays-ETJ	1	\$16,780,000	\$0	\$0	\$0	E	10	15	10	5	10	5	5	0	60
51	Yarrington	Widen to a 4-lane divided road	FM 110	SH 21	\$6,100,000	\$29,060,000	Kyle	0	\$0	\$29,060,000	\$0	\$0	2	20	5	10	5	10	5	5	0	60
52	Center	S6: Install traffic signal	at Old 81	-	\$0	\$300,000	Kyle	0	\$0	\$300,000	\$0	\$0	2,6	10	5	15	15	5	5	5	0	60
53	E Post	R29: Widen to a 2-lane road	NLR 19	Opal	\$900,000	\$5,660,000	Kyle	0	\$0	\$5,660,000	\$0	\$0	2	20	5	15	5	5	5	5	0	60
54	FM 150 (W)	Widen to a 2-lane divided road with TWLTL	FM 2770	W Center @ Rebel	\$0	\$11,200,000	TxDOT	0	\$0	\$0	\$11,200,000	\$0	4	10	5	15	15	5	5	5	0	60
55	Goforth	Widen to a 2-lane divided road with TWLTL	Shadow Creek	Bebee	\$2,700,000	\$11,100,000	Hays-ETJ	0	\$0	\$0	\$11,100,000	\$0	E	10	15	15	5	5	5	5	0	60
56	Hillside Terrace	Widen to a 2-lane road with optional bike or parking lanes over Andrews Branch	IH-35	FM 2001	\$0	\$13,020,000	Hays-ETJ	0	\$0	\$0	\$13,020,000	\$0	E	10	10	15	15	5	5	0	0	60
57	Kelly Smith	New 2-lane road with optional bike or parking lanes over Andrews Branch	Dacy Ln	Marsh Ln	\$2,300,000	\$5,940,000	Kyle	1	\$5,940,000	\$0	\$0	\$0	6	10	20	15	5	5	5	0	0	60
58	Kohlers Crossing	New 4-lane bridge; grade separation over UPRR	at UPRR	-	\$600,000	\$3,680,000	Kyle	1	\$3,680,0													

**City of Kyle 2015 Transportation Master Plan Project Prioritization**

Rank	Project	Improvement	From	To	ROW Cost	Total Cost	Owner	Developer Contrib.	Developer Cost	City Cost	County Cost	TxDOT Cost	District	Congestion	Additional Connectivity	Cost / Feasibility	ROW Required	Supports Economic	Supported by Community	Environmental / Construction	Drainage Benefits	Total Score
82	Burleson (Cromwell)	NLR10: New 4-lane divided road over Plum Creek	Spring Branch	Cromwell	\$9,700,000	\$19,640,000	Kyle	1	\$19,640,000	\$0	\$0	\$0	4,6	10	15	10	5	10	0	0	0	50
83	Cypress	R27: Widen to a 4-lane road	Old Stagecoach	Blanco River	\$6,600,000	\$29,000,000	Kyle	0	\$0	\$29,000,000	\$0	\$0	E	5	5	10	5	10	5	5	5	50
84	S Main	NLR6: New 2-lane road	Yarrington	W 3rd	\$14,000,000	\$26,180,000	Kyle	1	\$26,180,000	\$0	\$0	\$0	E	5	15	10	5	10	0	5	0	50
85	FM 150	New 2-lane roundabout	at Kyle Loop	-	\$300,000	\$1,000,000	TxDOT	0	\$0	\$0	\$0	\$1,000,000	E	10	5	15	5	10	0	5	0	50
86	Lehman*	Widen to a 2-lane road with left turn lanes, sidewalk on 1 side over Plum Creek *	Goforth	FM 150	\$650,000	\$6,100,000	Kyle	0	\$0	\$6,100,000	\$0	\$0	2,6	5	5	15	5	5	10	0	5	50
87	Sunrise	New 2-lane road over Richmond Branch	Dacy Ln	Sunrise	\$3,900,000	\$8,800,000	Hays-ETJ	1	\$8,800,000	\$0	\$0	\$0	E	10	15	15	5	5	0	0	0	50
88	N Lime Kiln	New 2-lane road	FM 150 (W)	Cypress	\$19,100,000	\$35,760,000	Hays-ETJ	1	\$35,760,000	\$0	\$0	\$0	E	10	15	5	5	10	0	0	0	45
89	Opal	R24: Widen to a 4-lane road over UPRR	Old Stagecoach	IH-35	\$3,200,000	\$16,780,000	Hays-ETJ	0	\$0	\$0	\$16,780,000	\$0	2	20	5	10	5	5	0	0	0	45
90	Kyle Loop (West)	New 2-lane roundabout	at Roland	-	\$500,000	\$1,200,000	Kyle	1	\$1,200,000	\$0	\$0	\$0	E	10	5	15	5	5	0	5	0	45
91	Satterwhite	New 2-lane road over Brushy Creek	FM 2001	Satterwhite	\$4,100,000	\$9,140,000	Hays-non-ETJ	1	\$9,140,000	\$0	\$0	\$0	E	10	5	15	5	5	5	0	0	45
92	Scott	R31: Widen to a 4-lane road, realign with FM 150 (1,100 ft)	Center	Opal	\$800,000	\$6,260,000	Kyle	0	\$0	\$6,260,000	\$0	\$0	2	10	5	15	5	5	0	5	0	45
93	Dacy	Widen to a 4-lane road over Richmond Branch	Hillside Terrace	Bebee	\$17,900,000	\$43,380,000	Hays-ETJ	0	\$0	\$0	\$43,380,000	\$0	\$0	6	10	5	5	5	5	0	5	40
94	FM 150 (W)	Widen to a 4-lane divided road with TWLTL	FM 3237	Kyle Loop (SW)	\$5,200,000	\$45,100,000	TxDOT	0	\$0	\$0	\$0	\$45,100,000	E	5	5	5	5	10	5	5	0	40
95	Roland	R26: Widen to a 4-lane road	Old Stagecoach	IH-35	\$2,400,000	\$13,180,000	Kyle	0	\$0	\$13,180,000	\$0	\$0	2	5	5	15	5	5	0	5	0	40
96	Kyle Crossing	New 2-lane road over UPRR and Bunton Branch	FM 2770	Kyle Crossing	\$13,600,000	\$29,700,000	Kyle	1	\$29,700,000	\$0	\$0	\$0	4,6	5	5	10	5	10	0	0	0	35

\* Bond Project = fully funded  
 [2] = Subsidiary to [1]

<b>\$2,035,800,000</b>	<b>\$1,022,560,000</b>	<b>\$288,960,000</b>	<b>\$148,400,000</b>	<b>\$575,880,000</b>
<b>TOTAL</b>	<b>Developer</b>	<b>City</b>	<b>County</b>	<b>TxDOT</b>
<b>ALL PROJECTS</b>	New roads	Widened and upgraded roads		

Yellow Highlights are the highest-ranked projects in the City's responsibility.  
 (Does not include ETJ/County or TxDOT, although those are scored and ranked.)



CITY OF KYLE, TEXAS

Authorization to Purchase One 4x4 Truck for  
Public Works

**Meeting Date:**  
**1/5/2016**  
**Date time:7:00 PM**

**Subject/Recommendation:** Authorize award and execution of a Purchase Order to BLUEBONNET MOTORS, New Braunfels, Texas, in the amount of \$29,150.23 for the purchase of one (1) 2016 Ford 150 four-wheel drive truck for the Public Works Department through the Lower Colorado River Authority's (LCRA) Cooperative Government Pricing Contract. ~ *Harper Wilder, Director of Public Works Department*

**Other Information:**

This purchase authorization request is for a 2016 Ford 150 four-wheel drive crew cab truck to be used by City Public Works Department personnel assigned to the day-to-day operations and maintenance of the City's wastewater treatment plant.

**Legal Notes:**

**Budget Information:** A Fiscal Note is attached.

ATTACHMENTS:

	Description	Type
<input type="checkbox"/>	Price Quotation	Cover Memo
<input type="checkbox"/>	Fiscal Note	Cover Memo

CNGP530 VEHICLE ORDER CONFIRMATION 12/11/15 14:34:48  
 ==> Dealer: F52752  
 2016 F-150 Page: 1 of 2  
 Order No: 9898 Priority: B1 Ord FIN: Q0074 Order Type: 5B Price Level: 635  
 Ord PEP: 100A Cust/Flt Name: CIT OF KYLE PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
W1E	F150 4X4 CREW	\$38100	\$35338.00	413	SKID PLATES	\$160 \$145.00
	157" WHEELBASE			53A	TRAILER TOW PKG	495 447.00
YZ	OXFORD WHITE				23 GAL TANK	
A	VINYL 40/20/40	NC	NC	794	PRICE CONCESSN	
G	GRAY INTERIOR				REMARKS TRAILER	
100A	EQUIP GRP			85A	POWER EQUIP GRP	1170 1057.00
	.XL SERIES					
	.17"SILVER STEEL				TOTAL BASE AND OPTIONS	41590 36527.48
99F	5.0L V8 FFV ENG	NC	NC		XL BASE DISCT PEG & TT (500)	(451.00)
446	ELEC 6-SPD AUTO				TOTAL	41090 36076.48
	.265/70R-17 A/T				*THIS IS NOT AN INVOICE*	
XL9	3.55 ELEC LOCK	470	425.00		*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*	
	7050# GVWR				* MORE ORDER INFO NEXT PAGE *	
	FRT LICENSE BKT	NC	NC		F8=Next	
	SELECTSHIFT					

CNGP530 VEHICLE ORDER CONFIRMATION 12/11/15 14:35:39  
 ==> Dealer: F52752  
 2016 F-150 Page: 2 of 2  
 Order No: 9898 Priority: B1 Ord FIN: Q0074 Order Type: 5B Price Level: 635  
 Ord PEP: 100A Cust/Flt Name: CIT OF KYLE PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
	FLEX FUEL					
	SP DLR ACCT ADJ		(1597.00)			
	SP FLT ACCT CR		(499.00)			
	FUEL CHARGE		9.48			
B4A	NET INV FLT OPT	NC	7.00			
	PRICED DORA	NC	NC			
	DEST AND DELIV	1195	1195.00			
	TOTAL BASE AND OPTIONS	41590	36527.48			
	XL BASE DISCT PEG & TT (500)		(451.00)			
	TOTAL	41090	36076.48			
	*THIS IS NOT AN INVOICE*					
	*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*					

*Handwritten notes:*  
 Dues 23.75  
 LCRA 250.00  
 GPC 7200.00  
 Submit # 29,150.23

F1=Help F2=Return to Order F7=Prev  
 F4=Submit F5=Add to Library F3/F12=Veh Ord Menu  
 S099 - PRESS F4 TO SUBMIT F9=View Trailers  
 fmcdealr@LindaSoechting QC04570  
 Dec 11, 2015 1:35:44 PM





351 IH 35 South • New Braunfels, Texas 78130 • Telephone (830) 606-8011 • www.bbmotors.com

CITY OF KYLE  
520 E. RR 150  
KYLE, TX. 78640

MR. PERWEZ MOHEET

BLUEBONNET MOTORS HAS HAD A GOVERNMENT CONTRACT  
WITH LCRA SINCE JULY 2006. IT IS STILL IN EFFECT  
AND GOES THRU 2017.

GOVERNMENT ENTITIES ARE ALLOWED TO HAVE COOPERATIVE  
PRICING DUBING THEIR CONTRACT WHICH ENABLES THEM TO  
TAKE ADVANTAGE OF THEIR GOVERNMENT MONIES FROM FORD  
MOTOR CO.

THE CITY OF KYLE HAS TAKEN ADVANTAGE OF THIS IN THE PAST AND  
IT IS A PLEASURE TO OFFER THIS AGAIN.

RESPECTFULLY,

LINDA SOECHTING,  
FLEET MGR.



"Four Time Triple Crown Award Recipient"



City of Kyle, Texas  
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: January 5, 2016  
CONTACT CITY DEPARTMENT: Public Works Department  
CONTACT CITY STAFF: Harper Wilder, Director

SUBJECT:

Authorize award and execution of a Purchase Order to BLUEBONNET MOTORS, New Braunfels, Texas, in the amount of \$29,150.23 for the purchase of one (1) 2016 Ford 150 four-wheel drive truck for the Public Works Department through the Lower Colorado River Authority's (LCRA) Cooperative Government Pricing Contract.

CURRENT YEAR FISCAL IMPACT:

This Purchase Order to BLUEBONNET MOTORS will require expenditure of funds from the Fiscal Year 2015-16 approved budget of the Public Works Department as follows:

1. City Department:	Public Works (Wastewater Treatment Plant)
2. Project Name:	Purchase (1) Ford F150 4x4 Crew Cab Truck
3. Budget/Accounting Code(s):	310-826-57123
4. Funding Source:	Wastewater Utility Fund
5. Current Appropriation:	\$ 44,000.00
6. Unencumbered Balance:	\$ 44,000.00
7. Amount of This Action:	<u>\$( 29,150.23)</u>
8. Remaining Balance:	<u>\$ 14,849.77</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this Purchase Order will be provided from the Fiscal Year 2015-16 approved budget of the Public Works Department (Wastewater Utility Fund).

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 12/16/2015

Pervez A. Moheet, CPA - Date  
Director of Finance



CITY OF KYLE, TEXAS

Downtown Elevated Tank Restoration -  
Neptune-Wilkinson

**Meeting Date:**  
**1/5/2016**  
**Date time:7:00 PM**

**Subject/Recommendation:** Approve contract Task Order No. 5 to NEPTUNE-WILKINSON ASSOCIATES, INC., Austin, Texas, in an amount not to exceed \$22,500.00 for the purpose of providing engineering services for restoration of the Downtown Elevated Tank located on W. Lockhart Street. ~ *Leon Barba, P.E., City Engineer*

Neptune-Wilkinson and Associates (NWA) will be preparing plans and specifications for providing minor structural repairs, coating repair and overcoating of the downtown elevated tank.

**Other Information:**

The scope of work provides construction administration services and also includes the preconstruction conference, monitoring inspections, pay requests, and reviewing and preparing any change orders, if required.

**Legal Notes:**

N/A

**Budget Information:**

A Fiscal Note is attached.

ATTACHMENTS:

	Description	Type
<input type="checkbox"/>	Task Order #5 Scope of Work	Cover Memo
<input type="checkbox"/>	Fiscal Note	Cover Memo



# Task Order

This is Task Order No. **FIVE**  
consisting of **FOUR** pages.

---

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated March 12, 2015 ("Agreement"), Owner and Engineer agree as follows:

## 1. Background Data

- a. Effective Date of Task Order: **December 1, 2015**
- b. Owner: **City of Kyle**
- c. Engineer: **Neptune-Wilkinson Associates, Inc.**
- d. Specific Project (title): **Downtown Elevated Tank Restoration**
- e. Specific Project (description): **Minor structural repairs, coating repair and overcoating of the elevated tank (out-of-service) located on West Lockhart Street for its continued out-of-service purpose.**

## 2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:
  - 1) Review current condition of tank and specify appropriate restoration techniques for minor structural repairs, interior and exterior coating repair and overcoating appropriate for its current out-of-service purpose. Obtain recommendation of coating supplier for compatibility of materials to be used in overcoating tank.
  - 2) Consult with structural engineer to specify details for necessary structural repairs.
  - 3) Prepare drawings and specifications as needed to describe the work to be performed and incorporate into project documents.
  - 4) Prepare advertisement for public bid and solicit bid proposals (newspaper publication cost not included).
  - 5) Conduct public bid opening, prepare bid tabulation and make recommendation of contract award.

---

TASK ORDER NO. FIVE

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

6) Retain a qualified inspection and testing service to provide detailed inspections and reports on the repairs, preparation and coatings application progress. Coordinate, monitor and provide for up to ten (10) inspection visit.

7) Provide construction administration services including preconstruction conference, monitoring inspections, monthly pay request processing, determine any field orders, and prepare any change orders to the work.

8) Conduct final inspection and prepare Certificate of Construction Completion and warranty documents.

B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

### 3. Additional Services

Additional Services that may be authorized or necessary under this Task Order are those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

### 4. Owner's Responsibilities

C. Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

1) Owner shall submit and incur cost of publishing Invitation for Bids in the local newspaper.

2) Owner shall provide access to project site for inspection and construction of the project.

### 5. Task Order Schedule

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

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
<b>Engineer</b>	Furnish three (3) review copies of the 90% complete Bid Documents and opinion of probable Construction Cost to Owner.	Within sixty (60) days of Owner's authorization to proceed with the 90% complete Bid Documents.
<b>Owner</b>	Submit comments regarding 90% complete Bid Documents and opinion of probable Construction Cost to Engineer.	Within ten (10) days of the receipt of 90% complete Bid Documents.
<b>Engineer</b>	Furnish three (3) copies of the 100% complete Bid Documents and any other final Design Phase deliverables to Owner.	Within ten (10) days of Owner's authorization to proceed with Final Bid Documents.

**TASK ORDER NO. FIVE**

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
<b>Owner</b>	Submit comments and instructions regarding the 100% complete Bid Documents including a public bid date to Engineer.	Within seven (7) days of the receipt of the Final Bid Documents and any other final Design Phase deliverables from Engineer.
<b>Engineer</b>	Provide Construction Phase Services including conducting bid opening, tabulating bids, recommendation of award, conducting preconstruction meeting, reviewing inspection reports, issuing change orders, reviewing and recommending contractor pay requests, site visits, final inspection, completion of construction certification.	Within ninety (90) days of the receipt of Owner's executed construction contract.

**6. Payments to Engineer**

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

Description of Service	Estimated Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
a. Preliminary Design Phase	\$3,500.00	Hourly
b. Structural Engineer Services	6,500.00	Hourly
c. Final Design Phase	1,500.00	Hourly
d. Bidding Phase	2,000.00	Hourly
d. Construction Phase	3,500.00	Hourly
e. Inspection Services	5,500.00	Per Visit
<b>TOTAL COMPENSATION (lines 1.a-e)</b>	<b>\$22,500.00</b>	

Compensation items and totals based on Hourly Rates are estimates only.

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

**7. Consultants retained as of the Effective Date of the Task Order:**

Sparks Engineering, Inc.

- 8. Other Modifications to Agreement and Exhibits:** Not applicable
- 9. Attachments:** Not applicable
- 10. Other Documents Incorporated by Reference:** Not applicable

**11. Terms and Conditions**

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

**The Effective Date of this Task Order is December 1, 2015.**

OWNER:

**CITY OF KYLE**

By:

\_\_\_\_\_

Print Name:

R. Todd Webster

\_\_\_\_\_

Title:

Mayor

\_\_\_\_\_

**ATTEST:**

Amelia Sanchez, City Secretary

\_\_\_\_\_

Address:

P.O. Box 40  
Kyle, Texas 78640

\_\_\_\_\_

ENGINEER:

**NEPTUNE-WILKINSON ASSOCIATES, INC.**

By:

*Joel D. Wilkinson*

\_\_\_\_\_

Print Name:

Joel D. Wilkinson, P.E.

\_\_\_\_\_

Title:

President

\_\_\_\_\_

Engineer License or Firm's Certificate No. (if required):

F-359

State of:

Texas

\_\_\_\_\_

**DESIGNATED REPRESENTATIVE FOR TASK ORDER:**

Name:

John A. Bartle, P.E.

\_\_\_\_\_

Title:

Neptune-Wilkinson Associates, Inc.

\_\_\_\_\_

Address:

4010 Manchaca Road  
Austin, TX 78704

\_\_\_\_\_

E-Mail Address:

johnnwainc@sbcglobal.net

Phone:

(512) 462-3373

\_\_\_\_\_

City of Kyle, Texas  
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: January 5, 2016  
CONTACT CITY DEPARTMENT: Engineering Services  
CONTACT CITY STAFF: Leon Barba, P.E., City Engineer

SUBJECT:

Approve contract Task Order No. 5 to NEPTUNE-WILKINSON ASSOCIATES, INC., Austin, Texas, in an amount not to exceed \$22,500.00 for the purpose of providing engineering services for restoration of the Downtown Elevated Tank located on W. Lockhart Street.

CURRENT YEAR FISCAL IMPACT:

This engineering services contract amendment with NEPTUNE-WILKINSON ASSOCIATES, INC., will require expenditure of funds from the approved CIP budget for Fiscal Year 2015-16 as follows:

1. City Department:	Engineering Services
2. Project Name:	Landmark Water Tower Restoration
3. Budget/Accounting Code(s):	111-633-57214
4. Funding Source:	General Fund
5. Current Appropriation:	\$ 100,000.00
6. Unencumbered Balance:	\$ 100,000.00
7. Amount of This Action:	<u>\$ ( 22,500.00)</u>
8. Remaining Balance:	<u>\$ 77,500.00</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this engineering services contract amendment in the amount of \$22,500.00 will be provided from the approved CIP budget for Fiscal Year 2015-16.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A

 12/16/2015

Pervez A. Moheet, CPA - Date  
Director of Finance



CITY OF KYLE, TEXAS

Elliott Branch Acquisition Services  
(Amendment #3) - LNV, Inc.

**Meeting Date:**  
**1/5/2016**  
**Date time:7:00 PM**

**Subject/Recommendation:** Approve Amendment No. 3 to LNV, INC., Austin, Texas, in an amount not to exceed \$64,774.00 for the purpose of providing additional acquisition services for the Elliott Branch Wastewater Interceptor Project. ~ *Leon Barba, P.E., City Engineer*

LNV, Inc. is assisting RPS engineers with land acquisition services on the Southside Wastewater Line Project and the Elliott Branch Interceptor.

The original or first contract with LNV, Inc. was approved by City Council on January 17, 2012 and included services for acquiring 3 parcels for the Elliott Branch Interceptor in the amount of \$19,580.00.

**Other Information:**

Based on the current proposed alignment, a total of 12 parcels have been identified as being needed for the construction. Amendment No. 3 provides acquisition services for an additional 9 parcels along the route of the proposed wastewater line in an amount of \$64,774.00.

**Legal Notes:**

N/A

**Budget Information:**

A Fiscal Note is attached.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> LNV Amendment #3	Backup Material
<input type="checkbox"/> Fiscal Note	Backup Material

**AMENDMENT NO. 3 to  
PROFESSIONAL SERVICES AGREEMENT  
FOR LAND RIGHTS ACQUISITION SERVICES  
KYLE SOUTHSIDE SEWER AND RELATED PROJECTS "K-11-12-1"**

Original AGREEMENT dated September 19, 2012, and executed September 20, 2012, by and between the City of Kyle, hereinafter called "CITY" and LNV, Inc. hereinafter called "CONSULTANT". All terms and conditions of the original AGREEMENT shall remain in full effect.

1. General nature of Project described in AGREEMENT between CITY and CONSULTANT:  
Acquisition services for nine (9) additional easements at Elliot Branch WW Interceptor.
  
2. Scope of services to be performed by CONSULTANT:
  1. Project Management/administration (9)
  2. Landowners Notification Letters (9)
  3. Title/Courthouse research (9)
  4. Right-of-Entry for survey and other studies (9)
  5. Survey (9)
  6. Appraisals (2)
  7. Landowner negotiations (9)
  8. Easement preparations (9)
  9. Condemnation packets to attorneys (2)
  10. Execution and Recordation of documents (9)
  
3. The compensation to be paid to CONSULTANT for providing the services herein shall be in accordance with the billing schedule in the original AGREEMENT thru AMENDMENT NO. 2 in the amount of \$198,480.00 and AMENDMENT NO. 3 in the amount of \$64,774.00. The total Land Rights Acquisition Services contract modified amount is not to exceed \$263,254.00.

IN WITNESS WHEREOF, this AGREEMENT is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CONSULTANT:  
LNV, Inc.

OWNER:  
City of Kyle

By: Marcus J. Naiser, P.E.

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

Name: MARCUS J. NAISER, P.E.

Name: \_\_\_\_\_

Title: Vice President

Title: \_\_\_\_\_

Date: 12-15-15

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

**Contract Amendment Fee Summary**

Contract Tasks Blanco Basin WW Interceptor	Original Contract			Amendment 1			Amendment 2			Amendment 3			Adjusted Fee
	# of Parcels	Per Parcel	Fee	# of Parcels	Per Parcel	Fee	# of Parcels	Per Parcel	Fee	# of Parcels	Per Parcel	Fee	Original Contract + Amendment(s)
1) Project Management/administration	N/A	N/A	\$ 9,000	0		\$ -	0		\$ -			\$ -	\$ 9,000
2) Landowner notifications (23 properties)	23	\$ 120	\$ 2,760	3	\$ 120	\$ 360	2	\$ 120	\$ 240			\$ -	\$ 3,360
3) Title/courthouse research (30 properties)	30	\$ 300	\$ 9,000	3	\$ 300	\$ 900	2	\$ 300	\$ 600			\$ -	\$ 10,500
4) Right-of-entry for survey and other studies (23 properties)	23	\$ 120	\$ 2,760	3	\$ 120	\$ 360	2	\$ 120	\$ 240			\$ -	\$ 3,360
5) Survey (30 properties)	30		\$ 45,000	0		\$ -	2		\$ 7,280			\$ -	\$ 52,280
6) Appraisals (3 properties)	3	\$ 4,000	\$ 12,000	0		\$ -	0		\$ -			\$ -	\$ 12,000
7) Landowner negotiations (23 properties)	23	\$ 2,640	\$ 60,720	3	\$ 2,640	\$ 7,920	2	\$ 2,640	\$ 5,280			\$ -	\$ 73,920
8) Easement preparations (30 properties);	30	\$ 60	\$ 1,800	3	\$ 60	\$ 180	18	\$ 60	\$ 1,080			\$ -	\$ 3,060
9) Condemnation packets to attorneys (3 properties)	3	\$ 2,640	\$ 7,920	0		\$ -	0		\$ -			\$ -	\$ 7,920
10) Execution and recordation of documents (30 properties)	30	\$ 100	\$ 3,000	3	\$ 100	\$ 300	2	\$ 100	\$ 200			\$ -	\$ 3,500
<b>TOTAL</b>			\$ 153,960			\$10,020			\$14,920			\$0	\$ 178,900

Contract Tasks Elliott Branch WW Interceptor	Original Contract			Amendment 1			Amendment 2			Amendment 3			Adjusted Fee
	# of Parcels	Per Parcel	Fee	# of Parcels	Per Parcel	Fee	# of Parcels	Per Parcel	Fee	# of Parcels	Per Parcel	Fee	Original Contract + Amendment(s)
1) Project Management/administration	N/A	N/A	\$ 1,100			\$ -			\$ -			\$ 3,600	\$ 4,700
2) Landowner notifications (12 properties)	3	\$ 120	\$ 360			\$ -			\$ -	9	\$ 132	\$ 1,188	\$ 1,548
3) Title/courthouse research (12 properties)	3	\$ 180	\$ 540			\$ -			\$ -	9	\$ 330	\$ 2,970	\$ 3,510
4) Right-of-entry for survey and other studies (12 properties)	3	\$ 120	\$ 360			\$ -			\$ -	9	\$ 132	\$ 1,188	\$ 1,548
5) Survey (12 properties)	3	\$ 1,500	\$ 4,500			\$ -			\$ -	9	\$ 1,500	\$ 13,500	\$ 18,000
6) Appraisals (2 properties)		\$ 4,000	\$ -			\$ -			\$ -	2	\$ 4,400	\$ 8,800	\$ 8,800
7) Landowner negotiations (12 properties)	3	\$ 2,640	\$ 7,920			\$ -			\$ -	9	\$ 2,904	\$ 26,136	\$ 34,056
8) Easement preparations (12 properties);	3	\$ 1,500	\$ 4,500			\$ -			\$ -	9	\$ 66	\$ 594	\$ 5,094
9) Condemnation packets to attorneys (2 properties)		\$ 2,640	\$ -			\$ -			\$ -	2	\$ 2,904	\$ 5,808	\$ 5,808
10) Execution and recordation of documents (12 properties)	3	\$ 100	\$ 300			\$ -			\$ -	9	\$ 110	\$ 990	\$ 1,290
<b>TOTAL</b>			\$ 19,580			\$0			\$0			\$64,774	\$ 84,354
<b>TOTALS</b>			\$ 173,540			\$ 10,020			\$ 14,920			\$ 64,774	\$ 263,254





Item # 5

CITY OF KYLE  
**ELLIOTT BRANCH WASTEWATER INTERCEPTOR**  
 OVERALL ALIGNMENT

NO.	DATE	REVISION / CORRECTION	BY

SHEET

2 of 32

**RPS**  
 A MEMBER OF THE BRIGGS GROUP, INC.  
 4801 Southwest Parkway, Parkway 2, Suite 150  
 Austin, Texas 78735 (512) 326-5659  
 TBPE #F-293

Note: This document is issued for review purposes only under the authority of Sam Shorter, Licensed Professional Engineer #102393.

December 8, 2015, ELLIOTT BRANCH WW INTERCEPTOR, RPS #12068.01

D:\Projects\12068.01\_Ellott Branch WW Interceptor\GIS\GIS\12068.01\_2.dwg

CHECKED BY: J.T.M. DESIGNED BY: S.C.S. DRAWN BY: R.R.M.



City of Kyle, Texas  
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: January 5, 2016  
CONTACT CITY DEPARTMENT: Engineering Services  
CONTACT CITY STAFF: Leon Barba, P.E., City Engineer

SUBJECT:

Approve Amendment No. 3 to LNV, INC., Austin, Texas, in an amount not to exceed \$64,774.00 for the purpose of providing additional acquisition services for the Elliott Branch Wastewater Interceptor Project.

CURRENT YEAR FISCAL IMPACT:

This engineering services contract amendment with LNV, INC., will require expenditure of funds from the approved CIP budget for Fiscal Year 2015-16 as follows:

- |                               |   |
|-------------------------------|---|
| 1. City Department:           | Engineering Services                        |
| 2. Project Name:              | Elliott Branch WW Interceptor Acq. Services |
| 3. Budget/Accounting Code(s): | 342-890-57222                               |
| 4. Funding Source:            | Wastewater Impact Fee Fund                  |
| 5. Current Appropriation:     | \$ 200,000.00                               |
| 6. Unencumbered Balance:      | \$ 200,000.00                               |
| 7. Amount of This Action:     | \$ ( 64,774.00)                             |
| 8. Remaining Balance:         | <u>\$ 135,226.00</u>                        |

FUNDING SOURCE OF THIS ACTION:

The funding source for this engineering services contract amendment in the amount of \$64,774.00 will be provided from the approved CIP budget for Fiscal Year 2015-16.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A

 12/16/2015

Pervez A. Moheet, CPA - Date  
Director of Finance



CITY OF KYLE, TEXAS

Budget Amendment No. 1 FY 2015-16: Flood  
Damage Repairs to Parks

**Meeting Date:**  
**1/5/2016**  
**Date time:7:00 PM**

**Subject/Recommendation:** *(First Reading)* Approve an Ordinance amending the City's Approved Budget for Fiscal Year 2015-16 by increasing total appropriations for expenditures by \$79,500.00 to complete storm related repairs authorized for various City parks and decreasing fund balance by the same amount in the Park Development Fund. ~ *Perwez A. Moheet, CPA, Director of Finance*

On December 15, 2015, the City Council authorized award and execution of a Purchase Order to T.F. Harper & Associates, L.P., in an amount not to exceed \$79,500.00 for storm related repairs to various parks in the City.

**Other Information:**

As a part of this authorization, the City Council directed the City Manager to bring forward a budget amendment to appropriate funds from the Park Development Fund to pay for the expenditures authorized under the Purchase Order.

**Legal Notes:**

**Budget Information:** A Fiscal Note is attached.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance	Cover Memo
<input type="checkbox"/> Fiscal Note	Cover Memo
<input type="checkbox"/> PO Authorization 12-15-2015	Cover Memo

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

**AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING ORDINANCE NO. 869 ADOPTED ON SEPTEMBER 8, 2015, MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016, BY INCREASING THE TOTAL AMOUNT OF APPROPRIATIONS FOR EXPENDITURES BY 79,497.02 AND DECREASING THE FUND BALANCE BY THE SAME AMOUNT IN THE PARK DEVELOPMENT FUND; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLIC NOTICE PURSUANT TO THE TEXAS OPEN MEETINGS ACT; ESTABLISHING AN EFFECTIVE DATE; AND MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED HERETO.**

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

Section 1. Amendment to Current Budget. The APPROPRIATIONS FOR THE Fiscal Year beginning October 1, 2015 and ending September 30, 2016, for the support of the general government of the City of Kyle, Texas, is hereby AMENDED for said term by increasing the amount of appropriations for expenditures by \$79,497.02 and decreasing the fund balance by the same amount in the City's Park Development Fund in order to provide funding for storm related repairs to the following City parks:

- (A) \$8,723.44 for Steeplechase Park
- (B) \$47,065.58 for Gregg-Clark Park
- (C) \$4,284.00 for Lake Kyle Park
- (D) \$19,424.00 for Waterleaf Park

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, 2015, and ending September 30, 2016.

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 January, 2016.

PASSED AND ADOPTED on Second Reading the \_\_\_\_ day of January, 2016.

THE CITY OF KYLE, TEXAS

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

ATTEST:

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

City of Kyle, Texas  
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION:  
CONTACT CITY DEPARTMENT:  
CONTACT CITY STAFF:

January 5, 2016  
Financial Services  
Perwez A. Moheet, CPA  
Director of Finance

SUBJECT:

Approve an Ordinance amending the City's Approved Budget for Fiscal Year 2015-16 by increasing total appropriations for expenditures by \$79,497.02 in order to complete storm related repairs to various parks and decreasing fund balance by the same amount in the City's Park Development Fund.

CURRENT YEAR FISCAL IMPACT:

This budget amendment will increase appropriations for expenditures by \$79,497.02 in the Park Development Fund as follows:

1. Funding Source:	Park Development Fund
2. Available Fund Balance:	\$ 82,681.90
3. Project Name:	<b>Steeplechase Park</b>
4. Budget/Accounting Code(s):	172-653-57234
5. Current Appropriation:	\$ 0.00
6. Amount of This Action:	\$ 8,723.44 (increase in appropriation)
7. Amended Line Item Budget:	\$ 8,723.44 (after budget amendment)
8. Project Name:	<b>Gregg-Clark Park</b>
9. Budget/Accounting Code(s):	172-653-57235
10. Current Appropriation:	\$ 145,000.00
11. Amount of This Action:	\$ 47,065.58 (increase in appropriation)
12. Amended Line Item Budget:	\$ 192,065.58 (after budget amendment)
13. Project Name:	<b>Lake Kyle Park</b>
14. Budget/Accounting Code(s):	172-653-57236
15. Current Appropriation:	\$ 0.00
16. Amount of This Action:	\$ 4,284.00 (increase in appropriation)
17. Amended Line Item Budget:	\$ 4,284.00 (after budget amendment)
18. Project Name:	<b>Waterleaf Park</b>
19. Budget/Accounting Code(s):	172-653-57233
20. Current Appropriation:	\$ 0.00
21. Amount of This Action:	\$ 19,424.00 (increase in appropriation)
22. Amended Line Item Budget:	\$ 19,424.00 (after budget amendment)

FUNDING SOURCE OF THIS ACTION:

The funding source for this budget amendment in the amount of \$79,497.02 will be provided from the fund balance of the City's Park Development Fund as follows:

1. Available Fund Balance	\$ 82,681.90
2. Budget Amendment #1	<u>(\$ 79,497.02)</u>
3. Remaining Fund Balance	<u>\$ 3,184.88</u>

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A

 12/17/2015

Perwez A. Moheet, CPA  
Director of Finance

- Date





CITY OF KYLE, TEXAS  
Parks Flood Damage Repairs

**Meeting Date:**  
**12/15/2015**  
**Date time:7:00 PM**

**Subject/Recommendation:** Authorize award and execution of a Purchase Order to T.F. Harper & Associates, L.P., Austin, Texas, in an amount not to exceed \$79,500.00 for storm related repairs to various parks in the City and direct City Manager to bring forward a budget amendment to appropriate funds from the Park Development Fund. ~ *Kerry Urbanowicz, Director of Parks and Recreation*

*Parks Board voted 4-0 to recommend approval on December 7, 2015. (3 absences).*

T.F. Harper & Associates, L.P. built, renovated or constructed all the parks affected by the October 30, 2015 storm. They are a preferred vendor with Buy Board and Texas Cooperative Purchasing Network.

**Other Information:**

These funds will be taken from Park Development Fund and in the event FEMA or other reimbursements are received, these reimbursed funds will go back into the Park Development Fund.

Until these repairs are made, many sections of the city's parks are closed. The Parks Board unanimously voted to recommend this approval. Because of this, staff recommends the approval of this item.

**Legal Notes:**

**Budget Information:**

Approximately \$82,000 is available in the fund balance of the Park Development Fund. A budget amendment will be required to increase appropriations by \$79,500 to cover expenditures being authorized under this Purchase Order..

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Storm Damage Repairs Quote	Backup Material





**QUOTE**

103 Red Bird Lane  
Austin, Texas  
78745-3122

TO: City of Kyle  
Attn: Kerry Urbanowicz  
Address: P.O. Box 40  
Kyle, Texas 78640  
Phone: 512-262-3939  
Fax: 512-262-3933  
Email: [kerryu@cityofkyle.com](mailto:kerryu@cityofkyle.com)

DATE: November 23, 2015  
QUOTE #: 112315-103-tfh

Ship To  
City of Kyle

**BUY BOARD CONTRACT #346-10**

QTY	DESCRIPTION OF EQUIPMENT	TOTAL COST
	Steeplechase Park	\$8,723.44
	Gregg Clark	\$47,065.58
	Lake Kyle Park: (this only replaced the mulch in the play area)	\$4,284.00
	Water Leaf Park	\$19,424.00
<b>TOTAL</b>		<b>\$79,497.02</b>

PLEASE PROVIDE CONTACT NAME & PHONE NUMBER WITH SIGNED QUOTE  
**THIS QUOTE IS VALID FOR 30 DAYS FROM DATE LISTED ON QUOTE**

**NOT INCLUDED: Sales Tax, Permits (if required) & bond (if required).**

**Payment Terms: 100% due upon delivery of material and receipt of invoice**  
**ESTIMATED DELIVERY: 4 to 5 weeks after receipt of order**

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_ P.O. # (if applicable): \_\_\_\_\_

**PLEASE ISSUE PURCHASE ORDER IN VENDOR NAME OF T.F. HARPER & ASSOCIATES, LP**

Thank you for giving us the opportunity to quote this equipment.

Tommy Harper, Partner











**QUOTE**

103 Red Bird Lane  
Austin, Texas  
78745-3122

TO: City of Kyle  
Attn: Kerry Urbanowicz  
Address: P.O. Box 40  
Kyle, Texas 78640  
Phone: 512-262-3939  
Fax: 512-262-3933  
Email: [kerryu@cityofkyle.com](mailto:kerryu@cityofkyle.com)

DATE: November 4, 2015  
QUOTE #: 110415-103-tfh

Ship To  
City of Kyle

**BUY BOARD CONTRACT #346-10**

QTY	DESCRIPTION OF EQUIPMENT	UNIT PRICE	TOTAL COST
	<b>Water Leaf Park</b>		
	New playground safety surface 87 cu yds		\$7,031.00
	Baseball Field infill dirt (3 Fields) (250 cu yds)		\$12,835.00
	Buy Board Discount		(\$442.00)
	<b>TOTAL</b>		<b>\$19,424.00</b>

PLEASE PROVIDE CONTACT NAME & PHONE NUMBER WITH SIGNED QUOTE  
**THIS QUOTE IS VALID FOR 30 DAYS FROM DATE LISTED ON QUOTE**

**NOT INCLUDED: Sales Tax, Permits (if required) & bond (if required).**

**Payment Terms: 100% due upon delivery of material and receipt of invoice**  
**ESTIMATED DELIVERY: 4 to 5 weeks after receipt of order**

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_ P.O. # (if applicable): \_\_\_\_\_

**PLEASE ISSUE PURCHASE ORDER IN VENDOR NAME OF T.F. HARPER & ASSOCIATES, LP**

Thank you for giving us the opportunity to quote this equipment.  
Tommy Harper, Partner



CITY OF KYLE, TEXAS

Library donation of CD/DVD cabinets to  
Friends of the Library

**Meeting Date:**  
**1/5/2016**  
**Date time:7:00 PM**

**Subject/Recommendation:** Declare six 4-drawer CD/DVD cabinets as surplus property and approve the donation of the cabinets from the Kyle Public Library to The Friends of the Kyle Library. ~ *Jerry Hendrix, Chief of Staff*

These cabinets are very old and in various stages of disrepair and have been recently replaced with newer cabinets that better meet the library's needs. The library director has deemed the value of the replaced cabinets to be minimal and not likely to recover the costs associated with bidding them out as surplus property.

**Other Information:**

Additionally, the Friends of the Kyle Library has requested to use them as part of the operation of their thrift shop. Since the Friends of the Kyle Library uses proceeds from the thrift shop in support of the Kyle Library, the library director is recommending approval of that request.

**Legal Notes:**

**Budget Information:** n/a

ATTACHMENTS:

	Description	Type
□	CD/DVD drawer cabinets	Backup Material
□	Wynette Barton Email	Backup Material



JH

Sent from my iPhone

Begin forwarded message:

**From:** WYNETTE BARTON <[wbarton2@austin.rr.com](mailto:wbarton2@austin.rr.com)>  
**Date:** December 30, 2015 at 8:33:27 PM CST  
**To:** <[jhendrix@cityofkyle.com](mailto:jhendrix@cityofkyle.com)>  
**Cc:** Ryan Kathy <[backntexas@gmail.com](mailto:backntexas@gmail.com)>, Blanche Richmond <[blanche.richmond@yahoo.com](mailto:blanche.richmond@yahoo.com)>, Arcides Ned <[narc77@austin.rr.com](mailto:narc77@austin.rr.com)>, "Lackey Ceverene" <[cevelackey@yahoo.com](mailto:cevelackey@yahoo.com)>, Shirley Lucas <[slucas17@austin.rr.com](mailto:slucas17@austin.rr.com)>, Kirkham Jane <[janewkirkham@gmail.com](mailto:janewkirkham@gmail.com)>  
**Subject:** Friends Request to Council: DVD cabinets

Dear Jerry,

When the Kyle Library needed its old DVD/ CD cabinets replaced with a newer, more efficient model, the Friends of the Kyle Library provided for the building and delivery of new cabinets. Funding for this project was apart from the regular quarterly payments we make to the City for Library maintenance.

Since the Library no longer needs or uses the old cabinets, and does not anticipate using them in the future, we ask that we be allowed to move them to our Thrift Shop (at the corner of Front and Lockhart Streets) for the storage and sale of used DVDs and CDs. As you know, all proceeds from the Thrift Shop go toward Kyle Library maintenance and improvement. We ask that the City Council grant this request so that we, as a non-profit corporation, may better serve the Library and the community.

Respectfully submitted,

Wynette Barton, President  
Kathy Ryan, Vice-President  
Friends of the Kyle Library  
[P.O. Box 904](#)  
[Kyle, TX 78640](#)

Item # 7





CITY OF KYLE, TEXAS

Richard Giberson - Zoning

**Meeting Date:**  
**1/5/2016**  
**Date time:7:00 PM**

**Subject/Recommendation:** *(First Reading)* An Ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 1.30 acres of land from Single Family Residential 'R-1' to Residential Townhome 'R-1-T' on property located at 707 Live Oak Street, in Hays County, Texas. (Richard Giberson - Z-15-020). ~ *Howard J. Koontz, Director of Planning and Community Development*  
*Planning and Zoning Commission voted 5-1 to recommend approval of the request.*

• **PUBLIC HEARING**

The site is located on the northwest side of Live Oak Street, southwest of- and approximately across Live Oak street from St. Anthony's Catholic Church. The property is 1.30 acres, and is developed with a single family detached home and related accessory structures. It is currently zoned R-1 (Single Family). The applicant seeks to assemble and include this parcel with the 14acre +/- parcel that is the subject of City of Kyle rezoning case Z-15-019. All relevant observation and analysis for that case is also true of this site and should be considered concurrently.

**Other Information:**

**Legal Notes:** N/A

**Budget Information:** N/A

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Staff Memo	Backup Material
<input type="checkbox"/> Application Packet	Backup Material
<input type="checkbox"/> Ordinance with Exhibits A & B	Backup Material
<input type="checkbox"/> Project Location Map	Backup Material

---

<b>Property Location</b>	<b>707 Live Oak Street</b>
<b>Owner/Petitioner</b>	<b>Richard Giberson 707 Live Oak Street Kyle, Texas 78640</b>
<b>Request</b>	<b>Rezone 1.30 acres from R-1 (Single Family Detached) to R-1-T (Single Family Attached)</b>

---

**Vicinity Map**



The site is located on the northwest side of Live Oak Street, southwest of- and approximately across Live Oak Street from St. Anthony's Catholic Church. The property is 1.30 acres, and is developed with a single family detached home and related accessory structures. It is currently zoned R-1 (Single Family). The applicant seeks to assemble and include this parcel with the 14 acre +/- parcel that is the subject of City of Kyle rezoning case Z-15-019. All relevant observation and analysis for that case is also true of this site and should be considered concurrently.

## **Recommendation**

Similarly to case Z-15-019, this request should be considered favorably by the Commission for the same reasons previously stated.

## **Planning Commission**

At their regularly scheduled meeting on December 22, the Planning and Zoning Commission heard this request and held the required Public Hearing. Discussion again focused on traffic impacts to the existing street network, storm water detention, and site design. Additionally, the question of development density and the ultimate number of units possible to be constructed on the development site was asked and answered. The Commission moved to recommend approval of the request 5-1 (Kay dissent, Melendez absent).

## **Attachments**

- Application
- Letter of intent
- Overhead map of the subject vicinity
- Letters in support/objection

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

**Zoning:** Richard Giberson  
(Name of Owner)

(Submittal Date) NOV 20 2015

**INSTRUCTIONS:** Z-15-020

- 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:** 622.98

- 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 Single Family  
 Proposed Zoning Classification: R-1-T Residential Townhome  
 Proposed Use of the Property: Townhome Community  
 Acreage/Sq. Ft. of Zoning Change: 1.30 AC

**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: 707 Live Oak St., Kyle, Tx, 78640  
 Subdivision Name/Lot & Block Nos.: ABS 361 John Pharass Survey  
1.30 AC GEO# 90602813



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

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

**3. Ownership Information:**

Name of Property Owner(s): Richard Giberson

(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: PO Box 455

Buda, Tx. 78610

Phone Number: 512-560-3589

Fax Number: \_\_\_\_\_

Email Number: richardgiberson@aol.com

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

Signed: 

Date: 11-18-15

**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: 11-18-15

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: Abbie Guerra Date: PLANNING DEPARTMENT

Date of Public Notification in Newspaper: 12/2/15

Date of Public Hearing Before Planning and Zoning Commission: 12/22/15

Date of Public Hearing Before City Council: 1/5/16 & 1/19/16

CITY OF KYLE

NOV 20 2015

From: WS Liveoak Kyle, LLC

To whom it may concern,

We are requesting a rezoning of following property so that it can be developed as town home use. The adjacent property is also being requested for zoning at the same time.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dan Slovak". The signature is fluid and cursive, with a long horizontal stroke at the end.

Dan Slovak

Subject Property: 707 Live Oak St, Kyle, Tx. 78640



# Account Summary

2015



Luanne Caraway, Tax Assessor/Collector  
 Courthouse Annex, 102 LBJ Drive  
 (512)393-5545  
 San Marcos, TX 78666-5620  
 Ph: 512-393-5545 Fax: 512-393-5517

GIBERSON, RICHARD  
 P O BOX 455  
 BUDA, TX 78610

Property: 10-0361-0008-00000-2  
 Quick Ref ID: R16913  
 Owner: GIBERSON, RICHARD  
 Situs Address: 707 LIVE OAK ST KYLE, TX 78640  
 Legal Description: ABS 361 JOHN PHARASS SURVEY  
 1.30 AC GEO#90602813

Exemptions:

**Tax Bill (Effective Date: 11/20/2015)**

**Balance Due if Paid By 11/30/2015: \$2,977.50**

Bill	Levy	Levy Balance	P & I	Collection Penalty	Amt Paid	Balance
Hays Consolidated ISD	\$1,641.04	\$1,641.04	\$0.00	\$0.00	\$0.00	\$1,641.04
Special Road Dist	\$46.74	\$46.74	\$0.00	\$0.00	\$0.00	\$46.74
Hays County	\$451.64	\$451.64	\$0.00	\$0.00	\$0.00	\$451.64
Hays Co ESD #5	\$106.72	\$106.72	\$0.00	\$0.00	\$0.00	\$106.72
City Of Kyle	\$624.10	\$624.10	\$0.00	\$0.00	\$0.00	\$624.10
AUSTIN COMMUNITY COLLEGE DISTRICT	\$107.26	\$107.26	\$0.00	\$0.00	\$0.00	\$107.26
<b>Totals</b>	<b>\$2,977.50</b>	<b>\$2,977.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,977.50</b>

\*\*\*\* Electronically Filed Document \*\*\*\*

Hays County Texas  
Liz Q. Gonzalez  
County Clerk

Document Number: 2013-13013903  
Recorded As : ELECTRONIC RECORDING

Recorded On: April 29, 2013  
Recorded At: 02:09:19 pm  
Number of Pages: 4  
Book-VI/Pg: Bk-OPR VI-4621 Pg-731  
Recording Fee: \$24.00

Parties:

Direct- PETERSON MARTHA ESTATE  
Indirect- GIBERSON RICHARD

Receipt Number: 335090  
Processed By: Lynn Curry

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

*Liz Q. Gonzalez*

Liz Q. Gonzalez, County Clerk

15/ITC/LBA/#1310200-SMA

**General Warranty Deed**

**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.**

**Date:** April 25, 2013

**Grantor:** TRACY FORESTER, Independent Executrix of the ESTATE OF MARTHA EARLY PETTERSON, Deceased

**Grantor's Mailing Address:**

1600 Old Kelly Road  
Lookhart, Texas 78644  
Caldwell County

**Grantee:** RICHARD GIBERSON, a single person

**Grantee's Mailing Address:**

P.O. Box 455  
Buda, Texas 78610  
Hays County

**Consideration:** Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Property (including any improvements):**

A tract of land containing 1.2816 acres out of and part of the JOHN PHARASS SURVEY, ABSTRACT NO. 361, in Hays County, Texas, and being that same tract, called 1.00 acres, as conveyed by deed to W.A. Becker and wife, Martha Becker, as recorded and described in Volume 274, Page 777, of the Hays County Deed Records, and being more particularly described by a metes and bounds description in Exhibit "A" attached hereto and made a part hereof.

**Reservations from Conveyance:** None.

**Exceptions to Conveyance and Warranty:** Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property;

validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2013, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

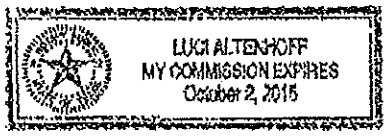
Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

*Tracy Forester*  
\_\_\_\_\_  
TRACY FORESTER, Independent Executrix of the  
ESTATE OF MARTHA EARLY PETTERSON,  
Deceased

STATE OF TEXAS       §  
  §  
COUNTY OF HAYS       §

This instrument was acknowledged before me on the 25<sup>th</sup> day of April, 2013, by TRACY FORESTER, Independent Executrix of the ESTATE OF MARTHA EARLY PETTERSON, Deceased, on behalf of said Estate.



*Luca Altenhoff*  
\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

# HAYES SURVEYING

202 SUNFLOWER DRIVE  
KYLE, TEXAS 78640

## EXHIBIT A

### METES & BOUNDS DESCRIPTION FOR 1.2816 ACRES OF LAND

A tract of land containing 1.2816 acres out of and part of the John Pharras Survey, Abstract No. 361, in Hays County, Texas, and being that same tract, called 1.00 acres, as conveyed by deed to W. A. Becker and wife, Martha Becker, as recorded and described in Volume 274, Page 777, of the Hays County Deed Records, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a  $\frac{1}{4}$ " iron rod found in the northwest right-of-way of Live Oak Street in the City of Kyle, Texas, accepted for the southeast corner of the herein described tract and for a southwest corner of the remainder of the Aguirre Tract as described in Clark's Document #9924796 of the Official Public Records of Hays County, from which for reference, a 60D nail found in a wood fence post for the southeast corner of the Aguirre Tract and the most southerly corner of Lot Nineteen (19), Block 'L', of Silverado at Plum Creek, Section 3A, a subdivision recorded in Volume 11, Page 128 of the Hays County Plat Records bears N 45° 43' 40" E, a distance of 215.54 feet;

**THENCE** S 46° 08' 31" W, along the Live Oak Street right-of-way, a distance of 94.81 feet to a wood fence post found and accepted for the southwest corner of the herein described tract and the southeast corner of the Harina Tract as described in Volume 2473, Page 612, of the Official Public Records of Hays County, from which for reference a  $\frac{1}{4}$ " iron pipe found for the southwest corner of the Barton Tract and the southeast corner of Lot 1, Block 2 of the W. R. Simecock Addition, as recorded in Volume 8, Page 163 of the Hays County Deed Records, bears S 45° 09' 29" W, a distance of 226.29 feet;


**THENCE** leaving the right-of-way and following the accepted southwest property line of this tract the following four (4) courses,

1. N 44° 49' 28" W, a distance of 179.30 feet to a wood fence post found with a shiner for an angle point;
2. N 45° 12' 16" W, a distance of 174.17 feet to a wood fence post found with a shiner for an angle point;
3. N 44° 40' 01" W, a distance of 45.90 feet to a wood fence post found with a shiner for an angle point;
4. N 45° 31' 49" W, a distance of 188.96 feet to a wood fence post found in the southeast property line of the aforementioned Aguirre Tract for the accepted northwest corner of the herein described tract and the northeast corner of the Barton Tract, from which for reference, a fence post found for an angle point of the Aguirre Tract and the Barton Tract bears S 46° 53' 33" W, a distance of 92.32 feet;

**THENCE** N 45° 47' 43" E, a distance of 96.35 feet to an iron rod with a plastic cap found for the accepted northeast corner of this tract and an interior ell corner of the Aguirre Tract;

**THENCE** S 45° 00' 06" E (bearing basis used herein), a distance of 588.87 feet to the POINT OF BEGINNING, containing 1.2816 acres.

This is to certify that this description of land represents an actual survey made on the ground under my supervision in April of 2013. Only those documents with a red surveyor's signature and an accompanying red surveyor's seal shall be deemed reliable and authentic. Reference the attached sketch marked EXHIBIT B, File LVKSTR07.

  
Ronald D. Hayes, Registered Professional Land Surveyor, No. 5703



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

AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 1.30 ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL 'R-1' TO RESIDENTIAL TOWNHOME 'R-1-T', ON PROPERTY LOCATED AT 707 LIVE OAK STREET, IN HAYS COUNTY, TEXAS. (RICHARD GIBERSON Z-15-020); 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 1.30 acres from Single Family Residential 'R-1' to Residential Townhome 'R-1-T', on property located at 707 Live Oak Street, 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 \_\_\_\_\_, 2016, 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 \_\_\_\_\_, 2016, 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 \_\_\_\_\_, 2016.

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

ATTEST:

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



**HAYES SURVEYING**202 SUNFLOWER DRIVE  
KYLE, TEXAS 78640**EXHIBIT A****METES & BOUNDS DESCRIPTION FOR 1.2816 ACRES OF LAND**

A tract of land containing 1.2816 acres out of and part of the John Pharus Survey, Abstract No. 361, in Hays County, Texas, and being that same tract, called 1.00 acres, as conveyed by deed to W. A. Becker and wife, Martha Becker, as recorded and described in Volume 274, Page 777, of the Hays County Deed Records, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a  $\frac{3}{4}$ " iron rod found in the northwest right-of-way of Live Oak Street in the City of Kyle, Texas, accepted for the southeast corner of the herein described tract and for a southwest corner of the remainder of the Aguirre Tract as described in Clark's Document #9924796 of the Official Public Records of Hays County, from which for reference, a 60D nail found in a wood fence post for the southeast corner of the Aguirre Tract and the most southerly corner of Lot Nineteen (19), Block 'L', of Silverado at Plum Creek, Section 3A, a subdivision recorded in Volume 11, Page 128 of the Hays County Plat Records bears N 45° 43' 40" E, a distance of 215.54 feet;

**THENCE** S 46° 08' 31" W, along the Live Oak Street right-of-way, a distance of 94.81 feet to a wood fence post found and accepted for the southwest corner of the herein described tract and the southeast corner of the Barton Tract as described in Volume 2473, Page 612, of the Official Public Records of Hays County, from which for reference a  $\frac{1}{2}$ " iron pipe found for the southwest corner of the Barton Tract and the southeast corner of Lot 1, Block 2 of the W. R. Simcock Addition, as recorded in Volume 8, Page 163 of the Hays County Deed Records, bears S 45° 09' 29" W, a distance of 216.29 feet;


**THENCE** leaving the right-of-way and following the accepted southwest property line of this tract the following four (4) courses,

1. N 44° 49' 28" W, a distance of 179.30 feet to a wood fence post found with a shiner for an angle point;
2. N 45° 12' 10" W, a distance of 174.17 feet to a wood fence post found with a shiner for an angle point;
3. N 44° 40' 01" W, a distance of 45.90 feet to a wood fence post found with a shiner for an angle point;
4. N 45° 31' 49" W, a distance of 188.96 feet to a wood fence post found in the southeast property line of the aforementioned Aguirre Tract for the accepted northwest corner of the herein described tract and the northeast corner of the Barton Tract, from which for reference, a fence post found for an angle point of the Aguirre Tract and the Barton Tract bears S 46° 53' 33" W, a distance of 92.32 feet;

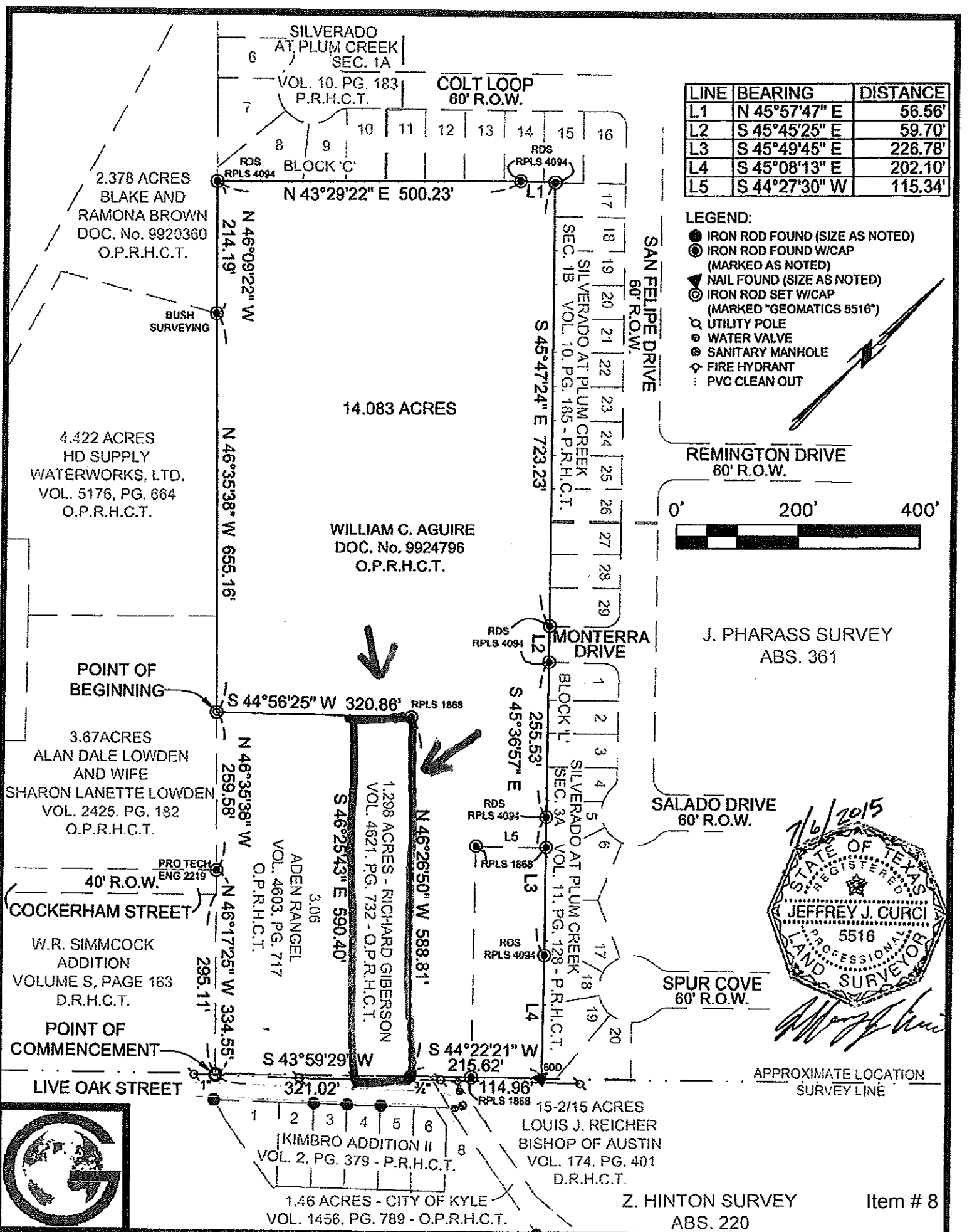
**THENCE** N 45° 47' 43" E, a distance of 96.35 feet to an iron rod with a plastic cap found for the accepted northeast corner of this tract and an interior ell corner of the Aguirre Tract;

**THENCE** S 45° 00' 00" E (bearing basis used herein), a distance of 588.87 feet to the POINT OF BEGINNING, containing 1.2816 acres.

This is to certify that this description of land represents an actual survey made on the ground under my supervision in April of 2013. Only those documents with a red surveyor's signature and an accompanying red surveyor's seal shall be deemed reliable and authentic. Reference the attached sketch marked EXHIBIT B, File LVKSTR07.

  
Ronald D. Hayes, Registered Professional Land Surveyor, No. 5703

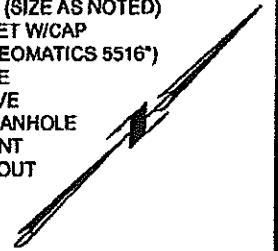




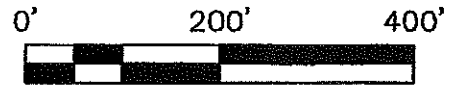
LINE	BEARING	DISTANCE
L1	N 45°57'47" E	56.56'
L2	S 45°45'25" E	59.70'
L3	S 45°49'45" E	226.78'
L4	S 45°08'13" E	202.10'
L5	S 44°27'30" W	115.34'

**LEGEND:**

- IRON ROD FOUND (SIZE AS NOTED)
- ⊙ IRON ROD FOUND W/CAP (MARKED AS NOTED)
- ▲ NAIL FOUND (SIZE AS NOTED)
- ⊗ IRON ROD SET W/CAP (MARKED "GEOMATICS 5516")
- ⊕ UTILITY POLE
- ⊙ WATER VALVE
- ⊕ SANITARY MANHOLE
- ⊕ FIRE HYDRANT
- ⋯ PVC CLEAN OUT

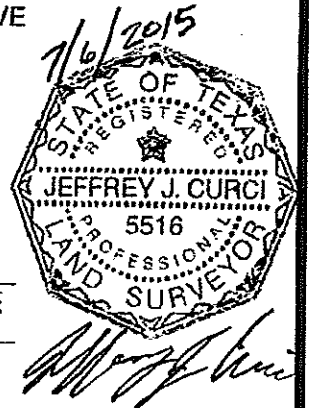


REMYINGTON DRIVE  
60' R.O.W.



J. PHARASS SURVEY  
ABS. 361

SALADO DRIVE  
60' R.O.W.

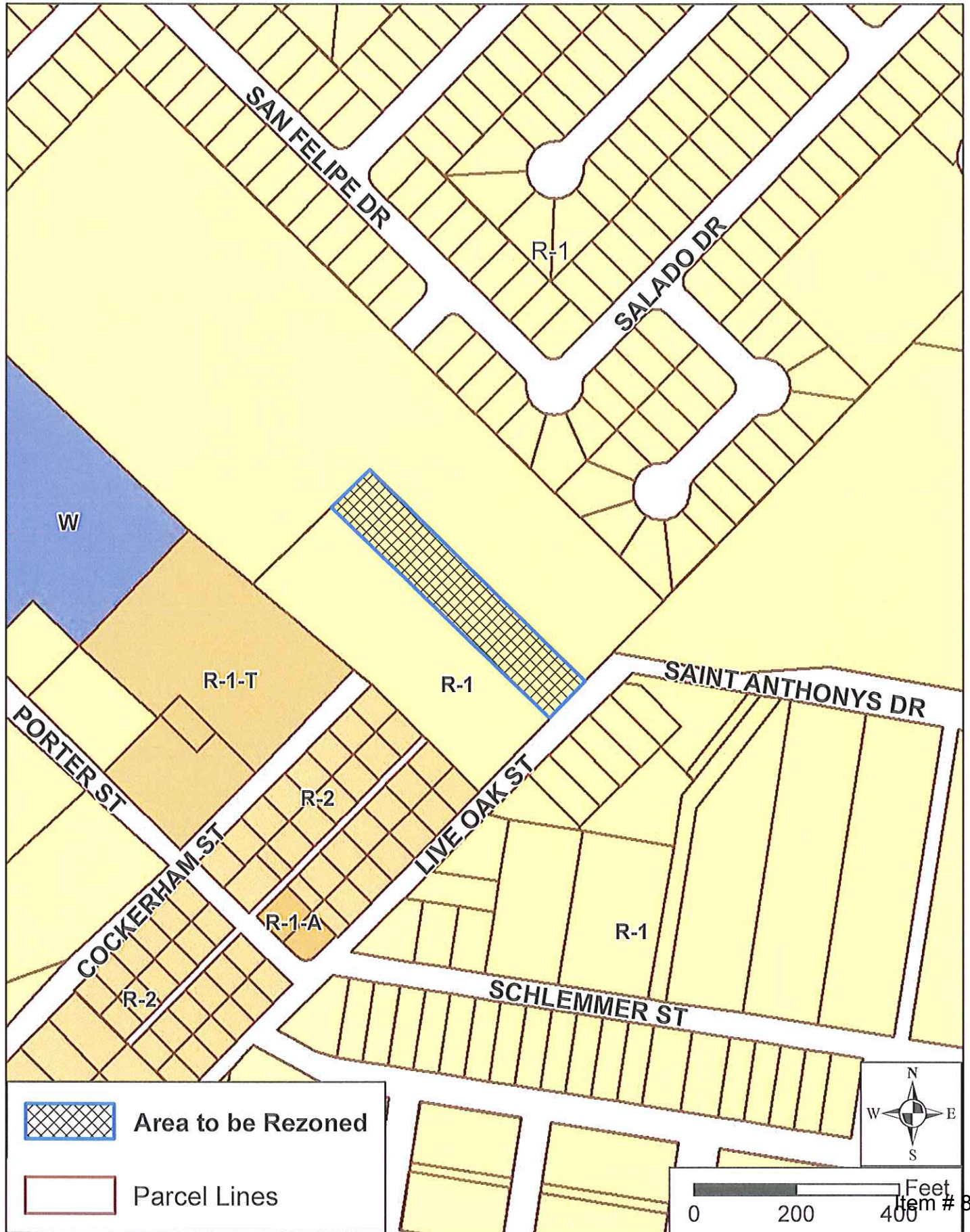


SPUR COVE  
60' R.O.W.

APPROXIMATE LOCATION  
SURVEY LINE

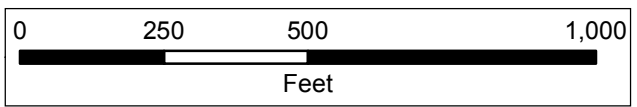
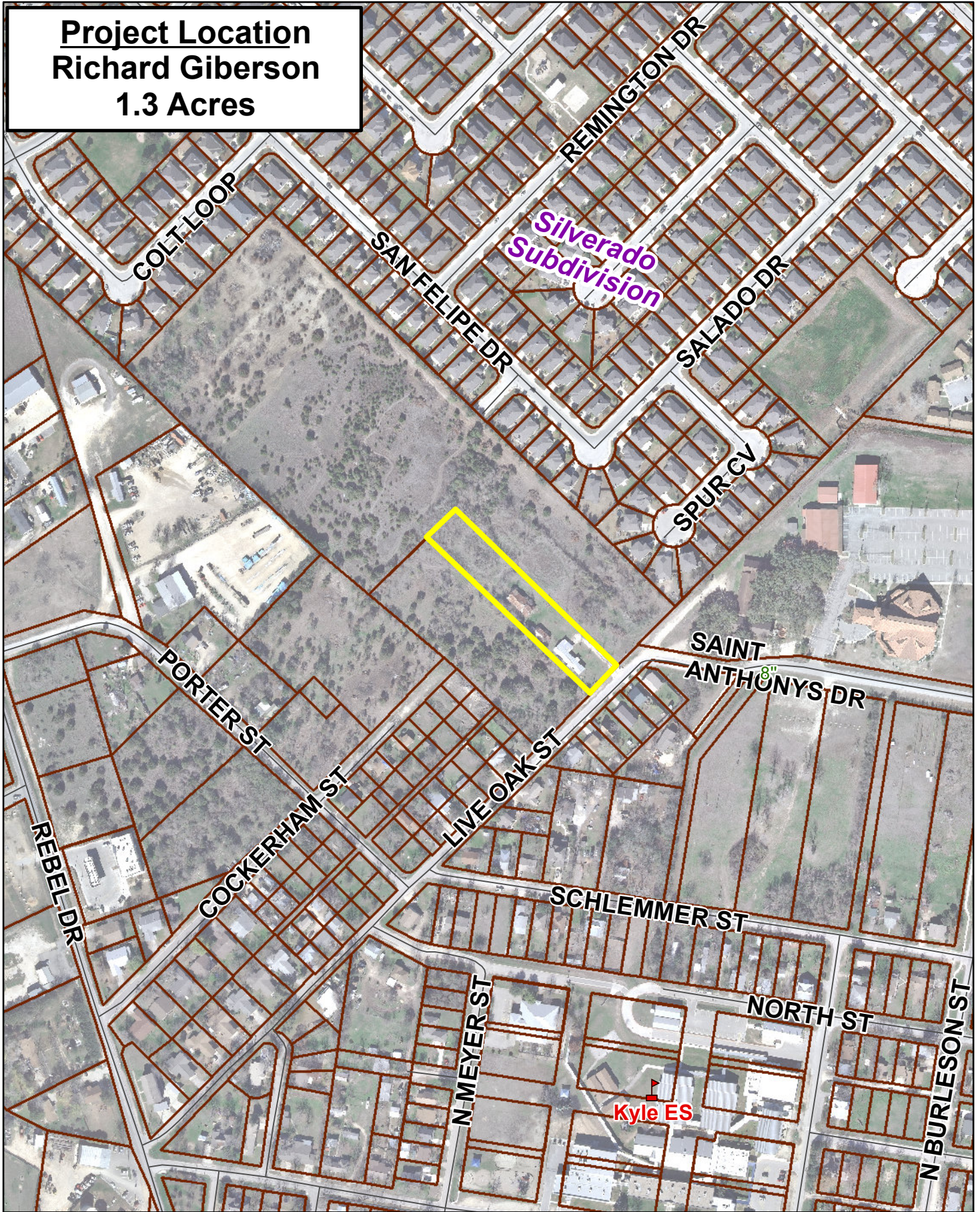


# Exhibit B






**Project Location**  
**Richard Giberson**  
**1.3 Acres**



 Property Boundary

 Parcel Lines # 8





CITY OF KYLE, TEXAS  
WS Live Oak Kyle - Zoning

**Meeting Date:**  
**1/5/2016**  
**Date time:7:00 PM**

**Subject/Recommendation:** *(First Reading)* An Ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 14.083 acres of land from Single Family 'R-1' to Residential Townhome 'R-1-T', on property located at the northwest corner of Live Oak Street and St. Anthony's Drive, in Hays County, Texas. (WS Live Oak Kyle LLC - Z-15-019). ~ Howard J. Koontz, Director of Planning and Community Development  
*Planning and Zoning Commission voted 5-1 to recommend approval of the request.*

• **PUBLIC HEARING**

The site is located on the northwest side of Live Oak Street, west of and approximately across Live Oak Street from St. Anthony's Catholic Church. The property is 14.083 acres and is currently zoned R-1 (Single Family). The property is not developed with any structures. The site has 115 feet of frontage along Live Oak Street on the southeast, and is also bordered by the Silverado subdivision (zoned R-1, Single Family Detached) to the northeast and northwest, and 'W' (Warehouse), R-1-T (Townhouse Residential), and R-1 (Single Family Detached) zoned property of the southwest. The applicant seeks to rezone the parcel to R-1-T (Townhouse Residential), a residential zoning category for attached single-family structures with a minimum of 1,000 square feet of living area, generally referred to as townhouses, at a density no greater than 10 units to the acre.

**Other Information:**

**Legal Notes:** N/A

**Budget Information:** N/A

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Staff Memo	Backup Material
<input type="checkbox"/> Application Packet	Backup Material
<input type="checkbox"/> Ordinance with Exhibits A & B	Backup Material
<input type="checkbox"/> Project Location Map	Backup Material
<input type="checkbox"/> Letter of Opposition 12_14_15	Backup Material
<input type="checkbox"/> Letter of Support 12_17_15	Backup Material



---

<b>Property Location</b>	<b>Live Oak Street, approximately 900 feet northeast of its intersection with Porter Street</b>
<b>Owner/Petitioner</b>	<b>Tyler Williams or Dan Slovak 16205 Remuda Trail Buda, Texas 78610</b>
<b>Request</b>	<b>Rezone 14.083 acres from R-1 (Single Family Detached) to R-1-T (Single Family Attached)</b>

---

**Vicinity Map**



The site is located on the northwest side of Live Oak Street, west of- and approximately across Live Oak Street from St. Anthony's Catholic Church. The property is 14.083 acres and is currently zoned R-1 (Single Family). The property is not developed with any structures. The site has 115 feet of frontage along Live Oak Street on the southeast, and is also bordered by the Silverado subdivision (zoned R-1, Single Family Detached) to the northeast and northwest, and 'W' (Warehouse), R-1-T (Townhouse Residential), and R-1 (Single Family Detached) zoned property on the southwest. The applicant seeks to rezone the parcel to R-1-T (Townhouse Residential), a residential zoning category for attached single-family structures with a minimum of 1,000 square

feet of living area, generally referred to as townhouses, at a density no greater than 10 units to the acre.

## **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 2010 Comprehensive Plan Future Land Use Plan identifies the subject site as being located in the 'Old Town' character area. In Old Town, it is recommended that the allowable residential zoning districts be limited to R-1-1 and R-1-T.

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.”

In the ‘Form Analysis’, the Comprehensive Plan concludes that ‘attention should be paid to preserving the unique mixture of land uses in the Town Center district’, and ‘development of the Town Center District must respect a historical “blurring” between urban and rural forms to retain the unique character of Kyle’. Further, the historical growth pattern of Kyle’s downtown features “voids” within the built form, that is to say there are a number of undeveloped parcels that exist among the mix of land use types along the street grid. Recognizing and preserving this land use pattern could translate to creating open spaces for passive recreation as land use pressures result in more and more infill development in the downtown area.

### **Recommendation**

Because the site has never been developed, there are no redevelopment pressures that would preclude development of this property at a regionally appropriate scale and density. The introduction of a townhome product follows the Comprehensive Plan’s recommendation for a mix of land uses in the downtown district to support the region’s future success. Architectural and open space design recommendations are documented in the Plan text, and should be implemented in conjunction with connectivity to the city’s commercial downtown to preserve the character of the area. The request should be considered favorably by the Commission.

### **Planning Commission**

At their regular meeting on December 22, the Planning and Zoning Commission heard this request and held a Public Hearing. Discussion from surrounding residents as well as the applicant centered on traffic impacts to the existing street network, including the potential for multiple points of access to the development site. Additionally, questions were raised about storm water detention and possible off-site impacts of storm water to neighboring properties, site design and building heights. The Commissioners ultimately moved to recommend approval of the request 5-1 (Kay dissent, Melendez absent).

### **Attachments**

- Application packet
- Overhead map of the subject vicinity
- Letters in support/objection

APPLICATION & CHECKLIST – ZONING CHANGE CITY OF KYLE

Zoning: WS Live Oak Kyle, LLC

(Name of Owner) NOV 20 2015  
(Submittal Date)

INSTRUCTIONS: Z-15-019

PLANNING DEPARTMENT

- 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.

**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: 669.25

- 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 Single family  
 Proposed Zoning Classification: R-1-T Residential Townhome  
 Proposed Use of the Property: Townhome Community  
 Acreage/Sq. Ft. of Zoning Change: 14.083 ACRES

**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: Legal 14.083 AC Tract of Land  
 Subdivision Name/Lot & Block Nos.: John Pharrass Survey ABS.361



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

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

**3. Ownership Information:**

Name of Property Owner(s): Tyler Williams  
Dan Slovak

(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: Tyler - 6704 Manchaca Rd #41, Austin, Tx. 78745  
Dan - 16205 Remuda Trail, Buda, Tx. 78610  
Phone Number: Tyler 512-738-6882 / Dan 512-529-1420  
Fax Number: \_\_\_\_\_  
Email Number: tylerwgl@gmail.com / dan.slovak@  
austin,rr.com

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

Signed: [Signature] [Signature]  
Date: 11-19-15

**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: [Signature] [Signature]  
Date: 11-19-15



*Do Not Write Below This Line  
Staff Will Complete*

Tax Certificates:     County     School     City

Certified List of Property Owners Within 200'   

CITY OF KYLE

All Fees Paid:     Filing/Application     Mail Out Costs

NOV 20 2015

Attached Map of Subject Property   

Accepted for Processing By: Debbie A. Gura    Date: PLANNING DEPARTMENT

Date of Public Notification in Newspaper: 12/2/15

Date of Public Hearing Before Planning and Zoning Commission: 12/22/15

Date of Public Hearing Before City Council: 1/5/16 & 1/19/16

From: WS Liveoak Kyle, LLC

To whom it may concern,

We are requesting a rezoning of following property so that it can be developed as town home use. The adjacent property is also being requested for zoning at the same time.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dan Slovak", with a long horizontal flourish extending to the right.

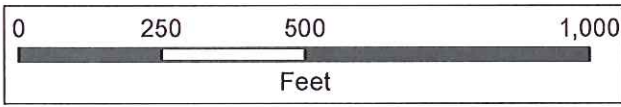
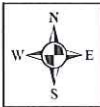
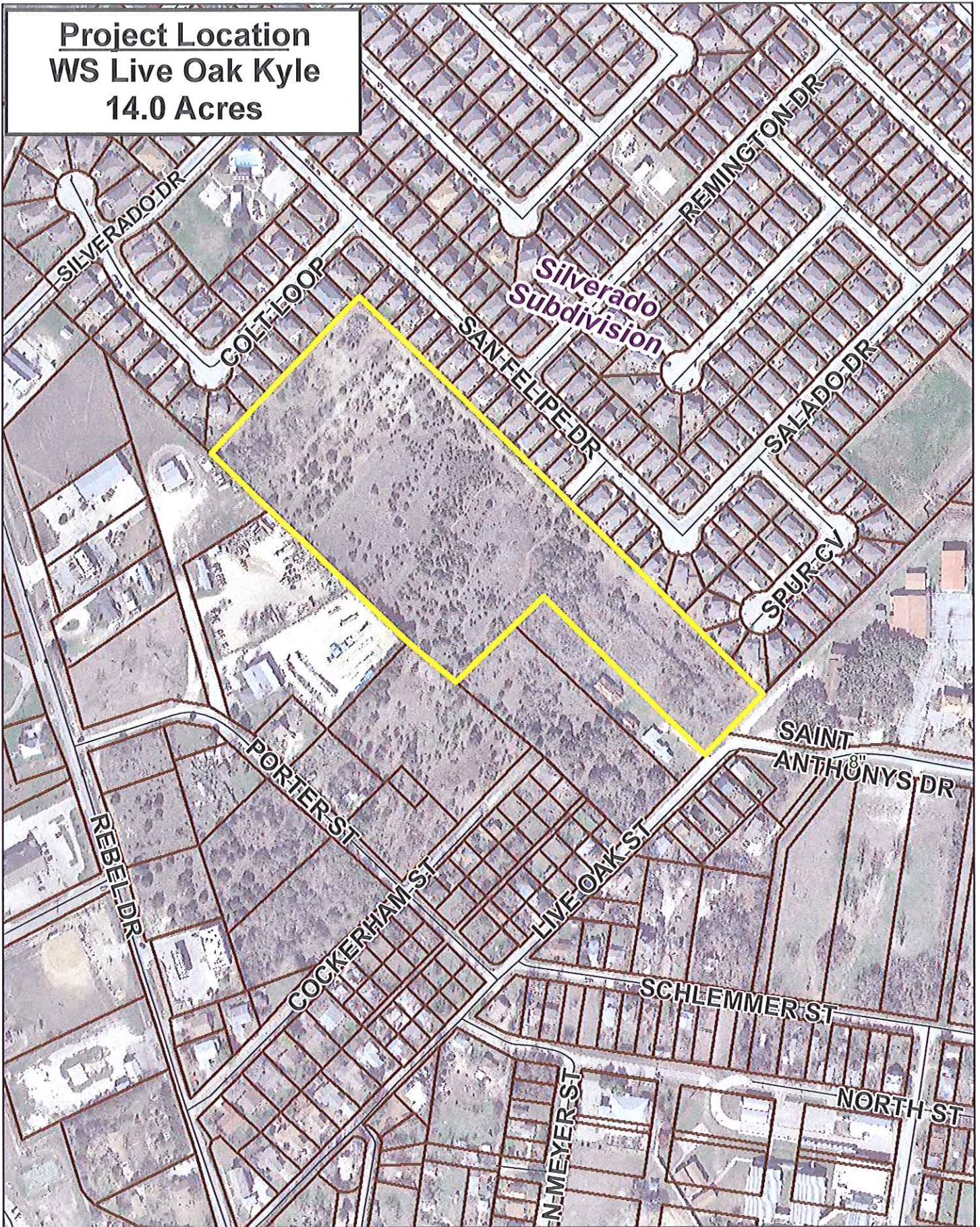
Dan Slovak

Subject Property Legal:

ABS 361, John Pharass Survey, 14.083 Acres



**Project Location**  
**WS Live Oak Kyle**  
**14.0 Acres**



 Property Boundary

 Parcel Line



## GENERAL WARRANTY DEED WITH VENDOR'S LIEN

**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.**

**DATE:** November 6, 2015

**Grantor:** William C. Aguirre, Francisco A. Castilleja, Jr. and Hilda Yvonne Castilleja f/k/a Yvonne Cruz

**Address:** PO Box 2168 Kyle, Texas 78640

**Grantee:** WS Live Oak Kyle, LLC

**Address:** 6704 Manchaca Road #41 Austin, Texas 78745

### CONSIDERATION:

Ten Dollars (\$10.00) and other valuable consideration paid by the Grantee, receipt of which is hereby acknowledged, and a note of even date that is in the principal amount of Three Hundred Twelve Thousand and No/100 Dollars (\$312,000.00) and is executed by WS Live Oak Kyle, LLC payable to the order of Crockett National Bank. This note is secured by a vendor's lien retained in favor of Crockett National Bank in this deed and by a Deed of Trust of even date from Grantee to Todd E. Huckabee, Trustee.

**PROPERTY (including any improvements):**

**See Exhibit A Attached Hereto**

### RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:


This conveyance is made and accepted subject to all restrictions, covenants, conditions, rights-of-way, assessments, outstanding royalty and mineral reservations and easements, if any, affecting the above described property that are valid, existing and properly of record and subject, further, to taxes for the year 2016 and subsequent years.

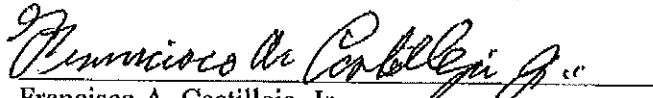
Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

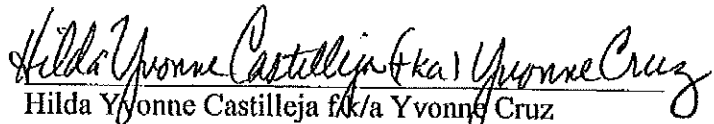
The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

Crockett National Bank, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The vendor's lien against the title to the Property is retained for the benefit of Crockett National Bank and is transferred to Crockett National Bank without recourse against Grantor.

When the context requires, singular nouns and pronouns include the plural.

  
\_\_\_\_\_  
William C. Aguirre

  
\_\_\_\_\_  
Francisco A. Castilleja, Jr.

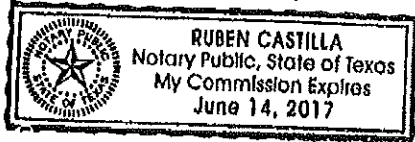
  
\_\_\_\_\_  
Hilda Yvonne Castilleja f/k/a Yvonne Cruz

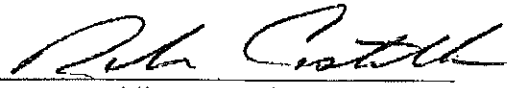


Acknowledgement

State of Texas  
County of Travis

This instrument was acknowledged before me on the 6<sup>th</sup> day of November, 2015, by William C. Aguirre, Francisco A. Castilleja, Jr. and Hilda Yvonne Castilleja f/k/a Yvonne Cruz.



  
Notary Public, State of Texas

After Recording Return To:

Law Offices of T. Alan Ceshker  
13413 Galleria Circle, Suite 120  
Austin, Texas 78738  
(512) 961-7848  
(512) 961-7849 (fax)

# HAYS COUNTY 2015 TAX STATEMENT

Make Checks Payable To:

Hays County Tax Office

Luanne Caraway, Tax Assessor/Collector

712 S. Stagecoach Trail (512)393-5545

San Marcos, TX 78666-5620



DESCRIPTION

10-0361-0057-00000-2

O9138112

R16966

ABS 361 JOHN PHARASS SURVEY 10.511 AC 53.33% UND INT, 53.340000% UDI

LIVE OAK ST KYLE, TX 78640

AGUIRRE, WILLIAM C  
P O BOX 254  
KYLE, TX 78640-0254

*\$1852.94*  
*pd 11-18-15*

IF TAXES ARE PAID IN	TOTAL TAX DUE
OCT 2015	1852.94
NOV 2015	1852.94
DEC 2015	1852.94
JAN 2016	1852.94
FEB 2016	1982.65

PLEASE RETURN TOP PORTION WITH PAYMENT - ENCLOSE SELF ADDRESSED STAMPED ENVELOPE WITH PAYMENT FOR RECEIPT

EXEMPTIONS

RETAIN THIS PORTION FOR YOUR RECORDS

### Valuation Breakdown

LAND	IMPV	AG-MKT	AG-USE	TIMBER-MKT	TIMBER-USE	CAP ADJ.	ASSESSED
0	0						66414
JURISDICTION	TAX RATE	EXEMPTIONS	TAXABLE	FREEZE AMOUNT	YEAR	SALES TAX REDUCED BY	TAX AMOUNT
Hays Consolidated ISD		0	66414				1021.25
Special Road Dist		0	66414				29.09
Hays County	0.4232	0	66414				281.06
Hays Co ESD #5		0	66414				66.41
City Of Kyle		0	66414				388.39
AUSTIN COMMUNITY COLLEGE DISTRICT		0	66414				66.74

10-0361-0057-00000-2

R16966

IF TAXES ARE PAID IN	LESS (-) DISCOUNT OR PLUS (+) PENALTY / INTEREST	TOTAL TAX DUE
OCT 2015		1852.94
NOV 2015		1852.94
DEC 2015		1852.94
JAN 2016		1852.94
FEB 2016	7% 129.71	1982.65
MAR 2016	9% 166.76	2019.70
APR 2016	11% 203.82	2056.76
MAY 2016	13% 240.88	2093.82
JUN 2016	15% 277.94	2130.88
JUL 2016	18%/15% 661.50	2514.44



**AD VALOREM TAXES ARE DUE ON OCTOBER 1ST AND BECOME DELINQUENT FEBRUARY 1ST.**

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

# HAYS COUNTY 2015 TAX STATEMENT

Make Checks Payable To:

Hays County Tax Office

Luanne Caraway, Tax Assessor/Collector

712 S. Stagecoach Trail (512)393-5545

San Marcos, TX 78666-5620



DEEMED  
PROPERTY

10-0361-0057-00001-2

O9138112

R16967

ABS 361 JOHN PHARASS SURVEY 3.239 AC 53.33% UND INT (IN CITY KYLE), 53.340000% UDI

LIVE OAK ST KYLE, TX 78640

AGUIRRE, WILLIAM C  
P O BOX 254  
KYLE, TX 78640-0254

*\$571.02  
Pd 11-18-15*

IF TAXES ARE PAID IN	TOTAL TAX DUE
OCT 2015	571.02
NOV 2015	571.02
DEC 2015	571.02
JAN 2016	571.02
FEB 2016	610.99

PLEASE RETURN TOP PORTION WITH PAYMENT - ENCLOSE SELF ADDRESSED STAMPED ENVELOPE WITH PAYMENT FOR RECEIPT

EXEMPTIONS

RETAIN THIS PORTION FOR YOUR RECORDS

### Valuation Breakdown

LAND	IMPV	AG-MKT	AG-USE	TIMBER-MKT	TIMBER-USE	CAP ADJ.	ASSESSED
0	0						20467
JURISDICTION	TAX RATE	EXEMPTIONS	TAXABLE	FREEZE AMOUNT	YEAR	SALES TAX REDUCED BY	TAX AMOUNT
Hays Consolidated ISD			0	20467			314.72
Special Road Dist			0	20467			8.96
Hays County	0.4232		0	20467			86.61
Hays Co ESD #5			0	20467			20.47
City Of Kyle			0	20467			119.69
AUSTIN COMMUNITY COLLEGE DISTRICT			0	20467			20.57

10-0361-0057-00001-2

R16967

IF TAXES ARE PAID IN	LESS (-) DISCOUNT OR PLUS (+) PENALTY / INTEREST	TOTAL TAX DUE
OCT 2015		571.02
NOV 2015		571.02
DEC 2015		571.02
JAN 2016		571.02
FEB 2016	7% 39.97	610.99
MAR 2016	9% 51.39	622.41
APR 2016	11% 62.81	633.83
MAY 2016	13% 74.23	645.25
JUN 2016	15% 85.65	656.67
JUL 2016	18%/15% 203.85	774.87



**AD VALOREM TAXES ARE DUE ON OCTOBER 1ST AND BECOME DELINQUENT FEBRUARY 1ST.**

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

# HAYS COUNTY 2015 TAX STATEMENT

Make Checks Payable To:  
**Hays County Tax Office**  
 Luanne Caraway, Tax Assessor/Collector  
 712 S. Stagecoach Trail (512)393-5545  
 San Marcos, TX 78666-5620



**DEEMED  
 PROPERTY**  
 10-0361-0057-00003-2  
 OC58842  
 R16969  
 ABS 361 JOHN PHARASS SURVEY 10.511 AC 53.33% UND INT,  
 33.330000% UDI  
 LIVE OAK ST KYLE, TX 78640

CASTILLEJA, FRANCISCO A, JR  
 P O BOX 502  
 KYLE, TX 78640-0502

*As of 11-20-15  
 still Due*

IF TAXES ARE PAID IN	TOTAL TAX DUE
OCT 2015	1157.84
NOV 2015	1157.84
DEC 2015	1157.84
JAN 2016	1157.84
FEB 2016	1238.89

PLEASE RETURN TOP PORTION WITH PAYMENT - ENCLOSE SELF ADDRESSED STAMPED ENVELOPE WITH PAYMENT FOR RECEIPT

EXEMPTIONS

RETAIN THIS PORTION FOR YOUR RECORDS

### Valuation Breakdown

LAND	IMPV	AG-MKT	AG-USE	TIMBER-MKT	TIMBER-USE	CAP ADJ.	ASSESSED
0	0						41499
JURISDICTION	TAX RATE	EXEMPTIONS	TAXABLE	FREEZE AMOUNT	YEAR	SALES TAX REDUCED BY	TAX AMOUNT
Hays Consolidated ISD			0	41499			638.13
Special Road Dist			0	41499			18.18
Hays County	0.4232		0	41499			175.63
Hays Co ESD #5			0	41499			41.50
City Of Kyle			0	41499			242.69
AUSTIN COMMUNITY COLLEGE DISTRICT			0	41499			41.71

10-0361-0057-00003-2

R16969



IF TAXES ARE PAID IN	LESS (-) DISCOUNT OR PLUS (+) PENALTY / INTEREST	TOTAL TAX DUE
OCT 2015		1157.84
NOV 2015		1157.84
DEC 2015		1157.84
JAN 2016		1157.84
FEB 2016	7% 81.05	1238.89
MAR 2016	9% 104.21	1262.05
APR 2016	11% 127.36	1285.20
MAY 2016	13% 150.52	1308.36
JUN 2016	15% 173.68	1331.52
JUL 2016	18%/15% 413.35	1571.19

**AD VALOREM TAXES ARE DUE ON OCTOBER 1ST AND BECOME DELINQUENT FEBRUARY 1ST.**

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# HAYS COUNTY 2015 TAX STATEMENT

Make Checks Payable To:  
**Hays County Tax Office**  
 Luanne Caraway, Tax Assessor/Collector  
 712 S. Stagecoach Trail (512)393-5545  
 San Marcos, TX 78666-5620



**DESCRIPTION**  
 10-0361-0057-00004-2  
 O869795  
 R16970  
 ABS 361 JOHN PHARASS SURVEY 10.511 AC 53.33% UND INT,  
 13.330000% UD)  
 LIVE OAK ST KYLE, TX 78640

CASTILLEJA, DEMECIO, JR  
 252 BENTWOOD DR  
 SPRING BRANCH, TX 78070

*AS of 11-20-15  
 still Due*

IF TAXES ARE PAID IN	TOTAL TAX DUE
OCT 2015	463.06
NOV 2015	463.06
DEC 2015	463.06
JAN 2016	463.06
FEB 2016	495.47

PLEASE RETURN TOP PORTION WITH PAYMENT - ENCLOSE SELF ADDRESSED STAMPED ENVELOPE WITH PAYMENT FOR RECEIPT

EXEMPTIONS

RETAIN THIS PORTION FOR YOUR RECORDS

### Valuation Breakdown

LAND	IMPV	AG-MKT	AG-USE	TIMBER-MKT	TIMBER-USE	CAP ADJ.	ASSESSED
0	0						16597
JURISDICTION	TAX RATE	EXEMPTIONS	TAXABLE	FREEZE AMOUNT	YEAR	SALES TAX REDUCED BY	TAX AMOUNT
Hays Consolidated ISD		0	16597				255.21
Special Road Dist		0	16597				7.27
Hays County	0.4232	0	16597				70.24
Hays Co ESD #5		0	16597				16.60
City Of Kyle		0	16597				97.06
AUSTIN COMMUNITY COLLEGE DISTRICT		0	16597				16.68

10-0361-0057-00004-2

R16970

IF TAXES ARE PAID IN	LESS (-) DISCOUNT OR PLUS (+) PENALTY / INTEREST	TOTAL TAX DUE
OCT 2015		463.06
NOV 2015		463.06
DEC 2015		463.06
JAN 2016		463.06
FEB 2016	7% 32.41	495.47
MAR 2016	9% 41.68	504.74
APR 2016	11% 50.94	514.00
MAY 2016	13% 60.20	523.26
JUN 2016	15% 69.46	532.52
JUL 2016	18%/15% 165.31	628.37



**AD VALOREM TAXES ARE DUE ON OCTOBER 1ST AND BECOME DELINQUENT FEBRUARY 1ST.**

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# HAYS COUNTY 2015 TAX STATEMENT

Make Checks Payable To:

Hays County Tax Office

Luanne Caraway, Tax Assessor/Collector

712 S. Stagecoach Trail (512)393-5545

San Marcos, TX 78666-5620



DESCRIPTION  
PROPERTY

10-0361-0057-00005-2

O869795

R16971

ABS 361 JOHN PHARASS SURVEY 3.239 AC 53.33% UND INT (IN CITY KYLE), 13.330000% UDI

LIVE OAK ST KYLE, TX 78640

CASTILLEJA, DEMECIO, JR  
252 BENTWOOD DR  
SPRING BRANCH, TX 78070

IF TAXES ARE PAID IN	TOTAL TAX DUE
OCT 2015	142.72
NOV 2015	142.72
DEC 2015	142.72
JAN 2016	142.72
FEB 2016	152.71

*As of 11-20-15  
Still Due*

PLEASE RETURN TOP PORTION WITH PAYMENT - ENCLOSE SELF ADDRESSED STAMPED ENVELOPE WITH PAYMENT FOR RECEIPT

EXEMPTIONS

RETAIN THIS PORTION FOR YOUR RECORDS

### Valuation Breakdown

LAND	IMPV	AG-MKT	AG-USE	TIMBER-MKT	TIMBER-USE	CAP ADJ.	ASSESSED
0	0						5115
JURISDICTION	TAX RATE	EXEMPTIONS	TAXABLE	FREEZE AMOUNT	YEAR	SALES TAX REDUCED BY	TAX AMOUNT
Hays Consolidated ISD			0	5115			78.66
Special Road Dist			0	5115			2.24
Hays County	0.4232		0	5115			21.64
Hays Co ESD #5			0	5115			5.12
City Of Kyle			0	5115			29.92
AUSTIN COMMUNITY COLLEGE DISTRICT			0	5115			5.14

10-0361-0057-00005-2

R16971

IF TAXES ARE PAID IN	LESS (-) DISCOUNT OR PLUS (+) PENALTY / INTEREST	TOTAL TAX DUE
OCT 2015		142.72
NOV 2015		142.72
DEC 2015		142.72
JAN 2016		142.72
FEB 2016	7% 9.99	152.71
MAR 2016	9% 12.84	155.56
APR 2016	11% 15.70	158.42
MAY 2016	13% 18.55	161.27
JUN 2016	15% 21.41	164.13
JUL 2016	18%/15% 50.95	193.67



**AD VALOREM TAXES ARE DUE ON OCTOBER 1ST AND BECOME DELINQUENT FEBRUARY 1ST.**

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# HAYS COUNTY 2015 TAX STATEMENT

Make Checks Payable To:

Hays County Tax Office

Luanna Caraway, Tax Assessor/Collector

712 S. Stagecoach Trail (512)393-5545

San Marcos, TX 78666-5620



DESCRIPTION  
PROPERTY

10-0361-0057-00002-2

OC58842

R16968

ABS 361 JOHN PHARASS SURVEY 3.239 AC 53.33% UND INT (IN CITY KYLE), 33.330000% UDI

LIVE OAK ST KYLE, TX 78640

CASTILLEJA, FRANCISCO A, JR  
P O BOX 502  
KYLE, TX 78640-0502

*As of 11-20-15  
still due*

IF TAXES ARE PAID IN	TOTAL TAX DUE
OCT 2015	356.82
NOV 2015	356.82
DEC 2015	356.82
JAN 2016	356.82
FEB 2016	381.80

PLEASE RETURN TOP PORTION WITH PAYMENT - ENCLOSE SELF ADDRESSED STAMPED ENVELOPE WITH PAYMENT FOR RECEIPT

EXEMPTIONS

RETAIN THIS PORTION FOR YOUR RECORDS

### Valuation Breakdown

LAND	IMPV	AG-MKT	AG-USE	TIMBER-MKT	TIMBER-USE	CAP ADJ.	ASSESSED
0	0						12789
JURISDICTION	TAX RATE	EXEMPTIONS	TAXABLE	FREEZE AMOUNT	YEAR	SALES TAX REDUCED BY	TAX AMOUNT
Hays Consolidated ISD			0	12789			196.66
Special Road Dist			0	12789			5.60
Hays County	0.4232		0	12789			54.13
Hays Co ESD #5			0	12789			12.79
City Of Kyle			0	12789			74.79
AUSTIN COMMUNITY COLLEGE DISTRICT			0	12789			12.85

10-0361-0057-00002-2

R16968



IF TAXES ARE PAID IN	LESS (-) DISCOUNT OR PLUS (+) PENALTY / INTEREST	TOTAL TAX DUE
OCT 2015		356.82
NOV 2015		356.82
DEC 2015		356.82
JAN 2016		356.82
FEB 2016	7% 24.98	381.80
MAR 2016	9% 32.11	388.93
APR 2016	11% 39.25	396.07
MAY 2016	13% 46.39	403.21
JUN 2016	15% 53.52	410.34
JUL 2016	18%/15% 127.38	484.20

**AD VALOREM TAXES ARE DUE ON OCTOBER 1ST AND BECOME DELINQUENT FEBRUARY 1ST.**

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

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

AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 14.083 ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL 'R-1' TO RESIDENTIAL TOWNHOME 'R-1-T', ON PROPERTY LOCATED AT THE NORTHWEST CORNER OF LIVE OAK STREET AND ST. ANTHONY'S DRIVE, IN HAYS COUNTY, TEXAS. (WS LIVE OAK KYLE, LLC. Z-15-019); 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 14.083 acres from Single Family Residential 'R-1' to Residential Townhome 'R-1-T', on property located at the northwest corner of Live Oak Street and St. Anthony's Drive, 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 \_\_\_\_\_, 2016, 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 \_\_\_\_\_, 2016, 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 \_\_\_\_\_, 2016.

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

ATTEST:

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



**“EXHIBIT A”**

A DESCRIPTION OF A 14.083 ACRE TRACT OF LAND, LOCATED IN THE J. PHARASS SURVEY, ABSTRACT No. 361, OF HAYS COUNTY, TEXAS. SAID 14.083 ACRE TRACT, BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND DESCRIBED AS CONTAINING 13 & ¾ ACRES IN A GENERAL WARRANTY DEED, DATED OCTOBER 19, 1999, FROM MACK AGUIRRE TO WILLIAM C. AGUIRRE, RECORDED AS DOCUMENT No. 9924796 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, ALSO ALL OF THAT CERTAIN SAVE AND EXCEPT TRACT OR PARCEL OF LAND DESCRIBED AS ONE ACRE OF LAND 115 BY 379 FEET OUT OF THE S.E. CORNER OF THE 14 ¾ ACRE TRACT DESCRIBED IN A DEED, DATED DECEMBER 19, 1928, FROM MARY HANCOCK, BESSIE CLAYTON, FRED CLAYTON, CORAL LAWSON, U.L. LAWSON, EUGENE LAWSON, LOWELL LAWSON, ALBERT LAWSON, AND NOVELLA BRADLEY TO JUAN MARTINEZ, RECORDED IN VOLUME 97, PAGE 329 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS . SAID 14.083 ACRE TRACT, AS SHOWN ON THE ATTACHED SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1” iron pipe (Grid Coordinates = N 13,910,798.59, E 2,323,011.44) found monumenting the northwest right-of-way of Live Oak Street, a variable width right-of-way, the east corner of lot 1, block 2 of the W.R. Simcock Addition, a subdivision plat of record in Volume S, Page 163 of the Deed Records of Hays County, Texas, and the south corner of that certain tract or parcel of land described as containing 3.06 acres (Tract 2) in a General Warranty Deed, dated April 8, 2013, from Jefferson W. Barton and wife, Cyndy Slovak-Barton to Aden Rangel, recorded in Volume 4603, Page 717 of the Official Public Records of Hays County, Texas, from which a ½ inch iron rod found monumenting the west corner of lot 1, Kimbro Addition II, a subdivision plat of record in Volume 2, Page 379 of the Plat Records of Hays County, Texas, bears S 42° 42’ 55” E, a distance of 40.20 feet;

**THENCE**, N 46° 17’ 25” W, departing the northwest right-of-way of said Live Oak Street, with the northeast line of said W.R. Simcock Addition, and the southwest line of said 3.06 acre tract, a distance of 334.55 feet to an iron rod with aluminum cap stamped “PRO TECH ENG 2219” found monumenting the northern most right-of-way corner of Cockerham Street, a right-of-way 40 feet in width, the east corner of that certain tract or parcel of land described as containing 3.67 acres (Tract 2) in a Constable’s Tax Deed, dated March 9, 2004, from Lupe Cruz, Constable of Hays County to Alan Dale Lowden and Wife, Sharon Lanette Lowden, recorded in Volume 2425, Pg. 182 of the Official Public Records of Hays County, Texas, and the southwest line of said 3.06 acre tract;

**THENCE**, N 46° 35’ 38” W, continuing with the southwest line of said 3.06 acre tract, and the northeast line of said 3.67 acre tract, a distance of 259.58 feet to a ½ inch iron rod with cap stamped “GEOMATICS 5516” set for the west corner of said 3.06 acre tract, the northeast line of said 3.67 acre tract, and the **POINT OF BEGINNING** (Grid Coordinates = N 13,911,208.10, E 2,322,581.07) of the herein described tract;

**THENCE**, N 46° 35’ 38” W, continuing with the northeast line of said 3.67 acre tract, the northeast line of that certain tract or parcel of land described as containing 4.422 acres (Tract 1) in a Special Warranty Deed, dated March 24, 2015, from Dale Lowden and Lanette Lowden to H.D. Supply Waterworks, Ltd., recorded in Volume 5176, Page 664 of the Official Public Records of Hays County, Texas, a distance of 655.16 feet to a ½ inch iron rod with cap stamped “BUSH SURVEYING” found monumenting the north corner of said 3.67 acre tract, and the northern most east corner of that certain tract or parcel of land described as containing 2.378 acres in a Warranty Deed with Vendor’s Lien, dated August 25, 1999, from Dale Lowden Excavating, Inc. to Blake Brown and Ramona Brown, recorded as Document No. 9920360 of the Official Public Records of Hays County, Texas;

**THENCE**, N 46° 09' 22" W, with the northeast line of said 2.378 acre tract, a distance of 214.19 feet to an iron rod with cap stamped "RDS RPLS 4094" found monumenting the south corner of lot 8, block C, Silverado At Plum Creek, Section 1A, a subdivision plat of record in Volume 10, Page 183 of the Plat Records of Hays County, Texas, and the northeast line of said 2.378 acre tract;

**THENCE**, N 43° 29' 22" E, with the southeast line of lots 8 through 10, block C, of said Silverado at Plum Creek, Section 1A, and lots 11 through 14, block C, Silverado at Plum Creek, Section 1B, a subdivision plat of record in Volume 10, Page 185 of the Plat Records of Hays County, Texas, a distance of 500.23 feet to an iron rod with cap stamped "RDS RPLS 4094" found monumenting an angle point in said southeast line;

**THENCE**, N 45° 57' 47" E, with the southeast line of lots 14 and 15, block C, of said Silverado at Plum Creek, Section 1B, a distance of 56.56 feet to an iron rod with cap stamped "RDS RPLS 4049" found monumenting the west corner of lot 17, block C, of said Silverado at Plum Creek, Section 1B, and the southeast line of said lot 15;

**THENCE**, 45°47'24" E, with the southwest line of lots 17 through 26, block C, of said Silverado at Plum Creek, Section 1B, and lots 27 through 29, block C, Silverado at Plum Creek, Section 3A, a subdivision of record in Volume 11, Page 128 of the Plat Records of Hays County, Texas, a distance of 723.23 feet to an iron rod with cap stamped "RDS RPLS 4094" found monumenting the south corner of said lot 29 and the west corner of Monterra Drive, a right-of-way 60 feet in width;

**THENCE**, S 45° 45' 25" E, with the southwest right-of-way of said Monterra Drive, a distance of 59.70 feet to an iron rod with cap stamped "RDS RPLS 4049" found monumenting the west corner of lot 1, block L, of said Silverado at Plum Creek, Section 3A, and the south corner of said Monterra Drive;

**THENCE**, S 45° 36' 57" E, with the southwest line of lots 1 through 5, block L, of said Silverado at Plum Creek, Section 3A, a distance of 255.53 feet to an iron rod found monumenting an angle point in said southwest line;

**THENCE**, S 45° 49' 45" E, with the southwest line of lots 5, 6, 17, and 18, block L, of said Silverado at Plum Creek, Section 3A, a passing distance of 50.07 feet, 0.55 feet perpendicular and northeast of line, an iron rod with cap stamped "RPLS 1868" found monumenting the north corner of said one acre 115 by 379 feet, from which an iron rod with cap stamped "RPLS 1868" found monumenting the west corner of said one acre tract 115 by 379 feet, bears S 44° 27' 30" W, a distance of 115.34 feet, in all a total distance of 226.78 feet to an iron rod with cap stamped "RDS RPLS 4094" found monumenting an angle point in said southwest line;

**THENCE**, S 45° 08' 13" E, with the southwest line of lot 18 and 19, block L, of said Silverado at Plum Creek, Section 3A, a distance of 202.10 feet to a 60D nail in and old fence post found monumenting the south corner of said lot 19, the east corner of said one acre tract 115 by 379 feet, the northwest line of that certain tract or parcel of land described as containing 15-2/15 acres in a deed, dated June 21, 1958, from R.H. Teasley and Myrtle Teasley to Louis J. Reicher, Bishop of Austin, recorded in Volume 174, Page 401 of the Deed Records of Hays County, Texas, and the southeast line of the J. Pharrass Survey, Abstract No. 361;

**THENCE**, S 44° 22' 21" W, with the northwest line of said 15-2/15 acres, the southeast line of said one acre tract 115 by 379 feet, and the southeast line of the J. Pharrass Survey, a passing distance of 114.96 feet to an iron rod with cap stamped "RPLS 1868" found monumenting the south corner of said one acre tract 115 by 379 feet, continuing with the northeast line of said 15-2/15 acres, and the southeast line of said J. Pharrass Survey, a passing distance of 141.85 feet to the west corner of said 15-2/15 acre tract, the north

corner of that certain tract or parcel of land described as containing 1.46 acres of land in a Street Deed, dated September 14, 1998, from John McCarthy, Bishop of the Catholic Diocese of Austin to the City of Kyle, Texas, recorded in Volume 1456, Page 789 of the Official Public Records of Hays County, Texas, continuing with the southeast line of said J. Pharras Survey, the northwest line of said 1.46 acre tract, and the northwest right-of-way of said Live Oak Street, in all a total distance of 215 .62 feet to a ¾ inch iron rod found monumenting the east corner of that certain tract or parcel of land described as containing 1.298 acres in a General Warranty Deed, dated April 15, 2013, from Tracy Forester to Richard Giberson, recorded in Volume 4621, Page 732 of the Official Public Records of Hays County, Texas, and the northwest right-of-way of said Live Oak Street, from which said 1 " iron pipe, point of commencement, bears S 43° 59' 29" W, a distance of 321.02 feet;

THENCE, N 46° 26' 50" W, departing the northwest line of said Live Oak Street, with the northeast line of said 1.298 acres, a distance of 588.81 feet to an iron rod with cap stamped "RPLS 1868" found monumenting the north corner of said 1.298 acre tract;

THENCE, S 44° 56' 25" W, with the northwest line of said 1.298 acres, and the northwest line of said 3.06 acres, a distance of 320.86 feet to the POINT OF BEGINNING, and containing 14.083 acres of land, more or less. Survey plat accompanies and is a part of this description.

THE STATE OF TEXAS

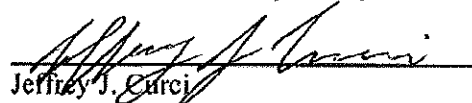
KNOW ALL MEN BY THESE PRESENT:

COUNTY OF TRAVIS

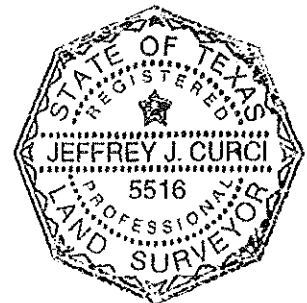
That I, Jeffrey J. Curci, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the months of June-July 2015.

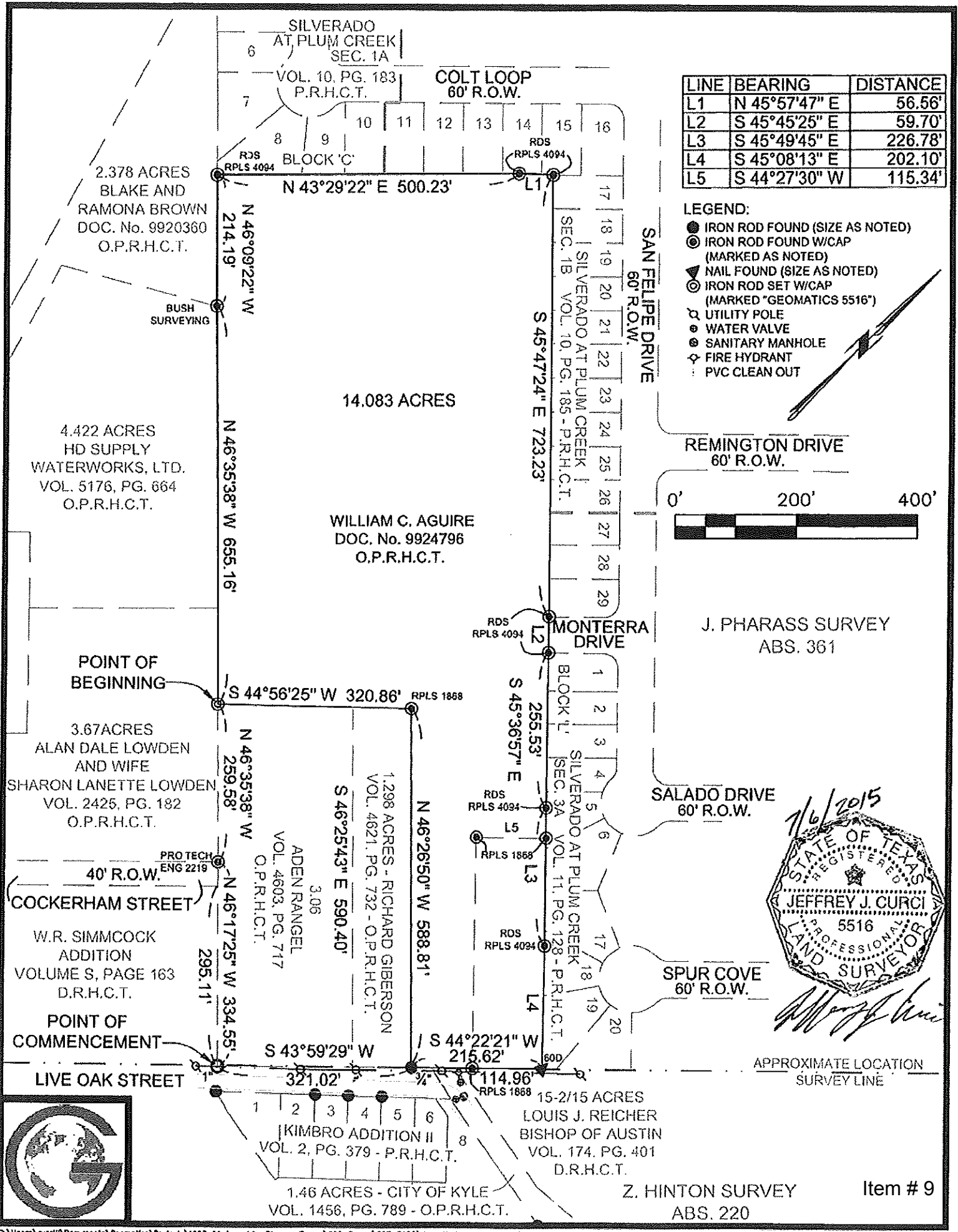
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 6<sup>th</sup> day of July 2015 A.D.

GEOMATICS SURVEYING ANC MAPPING INC.  
7500 Amanda Ellis Way  
Austin, Texas 78749

  
Jeffrey J. Curci  
Registered Professional Land Surveyor  
No. 5516 – State of Texas

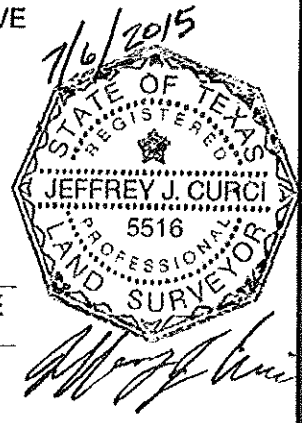
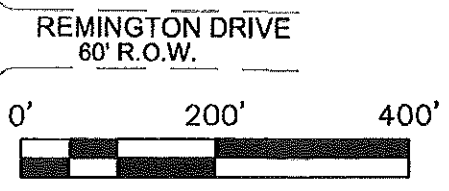
Bearing Basis: Texas State Plane Coordinates, South Central Zone (4204), NAD 83(2011)





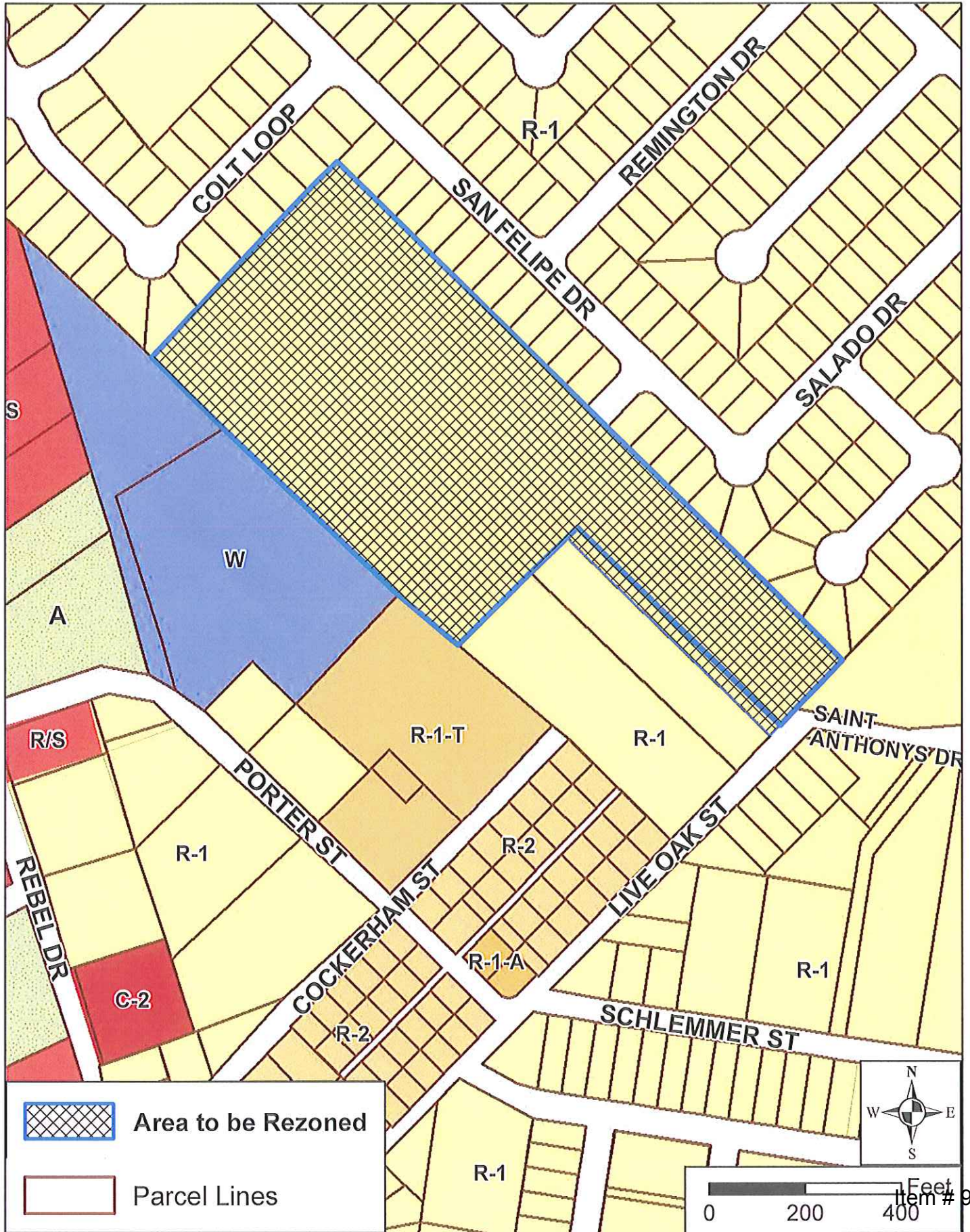
LINE	BEARING	DISTANCE
L1	N 45°57'47" E	56.56'
L2	S 45°45'25" E	59.70'
L3	S 45°49'45" E	226.78'
L4	S 45°08'13" E	202.10'
L5	S 44°27'30" W	115.34'

- LEGEND:**
- IRON ROD FOUND (SIZE AS NOTED)
  - ⊙ IRON ROD FOUND W/CAP (MARKED AS NOTED)
  - ▲ NAIL FOUND (SIZE AS NOTED)
  - ⊗ IRON ROD SET W/CAP (MARKED "GEOMATICS 5516")
  - ⊕ UTILITY POLE
  - ⊙ WATER VALVE
  - ⊕ SANITARY MANHOLE
  - ⊕ FIRE HYDRANT
  - ⋯ PVC CLEAN OUT



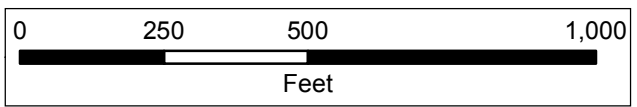
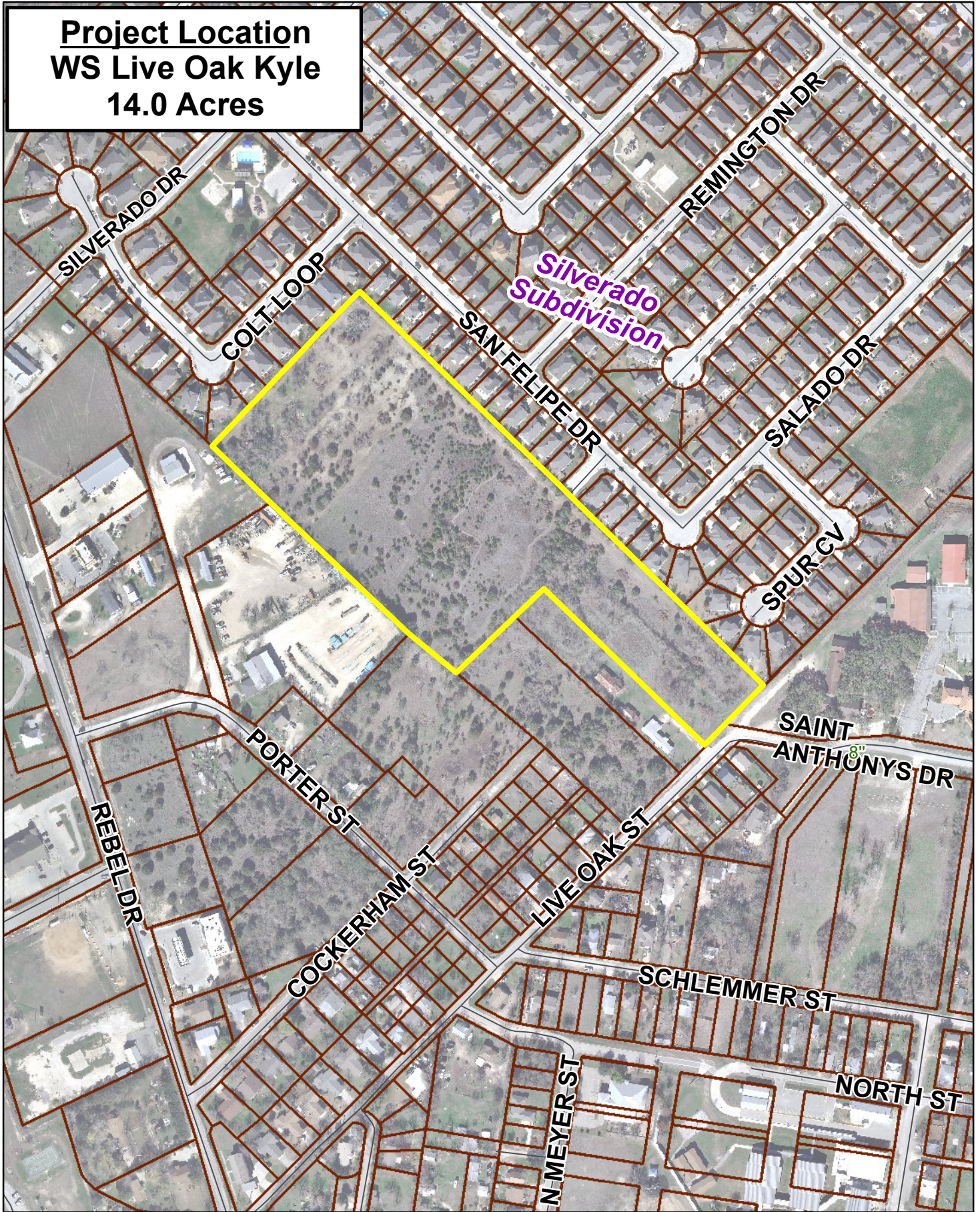


# Exhibit B






**Project Location**  
**WS Live Oak Kyle**  
**14.0 Acres**



 Property Boundary

 Parcel Lines # 9





# CITY OF KYLE

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

CITY OF KYLE

## Notice of Public Hearings on a Proposed Zoning Change

DEC 14 2015

PLANNING DEPARTMENT

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT:  
Z-15-019

The City of Kyle shall hold a public hearing on a request by WS Live Oak Kyle, LLC. to rezone approximately 14.083 acres of land from Single Family "R-1" to Residential Townhome "R-1-T" on property located at the northwest corner of Live Oak Street and St. Anthony's Drive, in Hays County, Texas.

A public hearing will be held by the Planning and Zoning Commission on Tuesday, December 22, 2015 at 6:30pm.

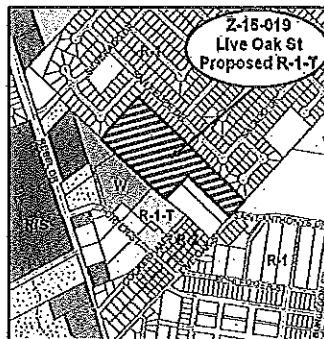
A public hearing will be held by the Kyle City Council on Tuesday, January 5, 2016 at 7:00pm.

Council action and second reading may be considered at the meeting to follow the public hearing (January 19, 2016).

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

Owner: WS Live Oak Kyle, LLC.  
Phone: (512) 738-6882 / (512) 529-1400

For more information regarding this application  
call the Planning Department at (512) 262-3925



You may send your written comments to the Planning Department, 100 W. Center St., Kyle, Texas 78640  
(attention: Zoning File #: Z-15-019)

Name: Villaiba Address: 120 Colt Loop, Kyle 78640

- I am in favor, this is why \_\_\_\_\_
- I am not in favor, and this is why \_\_\_\_\_
- Concerned they will
- become more rental
- units as opposed to
- owner occupied, which
- promotes a lack of
- personal commitment to
- the property. Also, how are
- our property values affected?



# CITY OF KYLE

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(attention: Zoning File #: Z-15-019)

Name: CHARLES R. HULAN Address: 233 SAN FELIPE KYLE

I am in favor, this is why \_\_\_\_\_  
\_\_\_\_\_  I am not in favor, and this is why \_\_\_\_\_  
\_\_\_\_\_





CITY OF KYLE, TEXAS

Hampton Inn - Height Waiver

**Meeting Date:**  
**1/5/2016**  
**Date time:7:00 PM**

**Subject/Recommendation:** Consider a request by Krishna Kyle, LLC (Hampton Inn Suites - 151 Bunton Creek Road) for a Conditional Use Permit to construct a building with a height greater than 45 feet as required by Chapter 53 (Zoning) Section 1047 - Authorized Conditional Uses (13) of the City of Kyle Code of Ordinances, which states buildings with a height of up to 150 feet may be allowed in the Retail Service District. ~ *Howard J. Koontz, Director of Planning and Community Development*  
*Planning and Zoning Commission voted 6-0 to recommend approval of the request.*

**• PUBLIC HEARING**

**REQUEST** - The applicant seeks conditional use approval to erect a four-story, 82-room hotel structure in the Retail-Service zoning district with a maximum height above grade of 59 feet.

**PURPOSE OF APPLICATION** - The Kyle Zoning ordinance, §53-1047(13) requires any structure in the Retail-Service zoning district to receive a conditional use permit to exceed the district maximum height requirement of 45 feet. The applicant for this proposal, Krishna Kyle, LLC, seeks to build a four-story hotel structure that will be 59 feet high at completion.

**LOCATION** - The property is located on the northeast side Bunton Road, approximately 400 feet southeast of its intersection with the I-35 North Frontage Road, directly adjacent to the Hays Surgery Center.

**RECOMMENDATION** - Staff has reviewed the request and supports the application. The Planning and Zoning Commission voted 6-0 to recommend approval of the request.

**Other Information:**

**Legal Notes:** N/A

**Budget Information:** N/A

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Staff Memo	Backup Material
<input type="checkbox"/> Waiver Request Letter with Renderings	Backup Material
<input type="checkbox"/> Site Plan	Backup Material



# CITY OF KYLE

## Community Development Department

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### MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Howard J. Koontz, AICP – Community Development Director

**DATE:** January 5, 2016

**SUBJECT:** Conditional Use Permit for a new structure in excess of the R/S district height maximum – Hampton Inn

### REQUEST

The applicant seeks conditional use approval to erect a four-story, 82-room hotel structure in the Retail-Service zoning district with a maximum height above grade of 59 feet.

### PURPOSE OF APPLICATION

The Kyle Zoning ordinance, §53-1047(13) requires any structure in the Retail-Service zoning district to receive a conditional use permit to exceed the district maximum height requirement of 45 feet. The applicant for this proposal, Krishna Kyle, LLC, seeks to build a four-story hotel structure that will be 59 feet high at completion.

### LOCATION

The property is located on the northeast side of Bunton Road, approximately 400 feet southeast of its intersection with the I-35 North Frontage Road, directly adjacent to the Hays Surgery Center.

### RECOMMENDATION

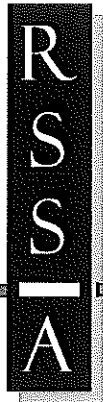
Staff has reviewed the request and supports the application. Staff suggests the Commission recommend the application be approved by the Mayor and City Council.

## **PLANNING COMMISSION**

At their regular meeting on December 22, the Planning and Zoning Commission heard this request and held a Public Hearing. Deliberations were brief and all in attendance felt the application was appropriate and beneficial to Kyle. The Commissioners moved to recommend approval of the request 6-0 (*Melendez absent*).

## **ATTACHMENTS**

1. Application submittal
2. Exterior elevations



103 S. MESQUITE STREET.  
SUITE B  
ARLINGTON, TX 76010  
PH: 817/538-9258

R C H I T E C T S , L . L . C .

## Waiver Request Letter

### Hampton Inn Hotel Project

SD-15-013  
Bunton Creek Road  
Kyle, Texas

12-15-2015

We are requesting waiver / conditional use approval for the following item:

ITEM 1: BUILDING HEIGHT  
Building height exceeds 45 feet. Building height, to highest point, is 59 feet. Refer attached color elevations and color rendering for overall design of building for approval.

Sincerely,

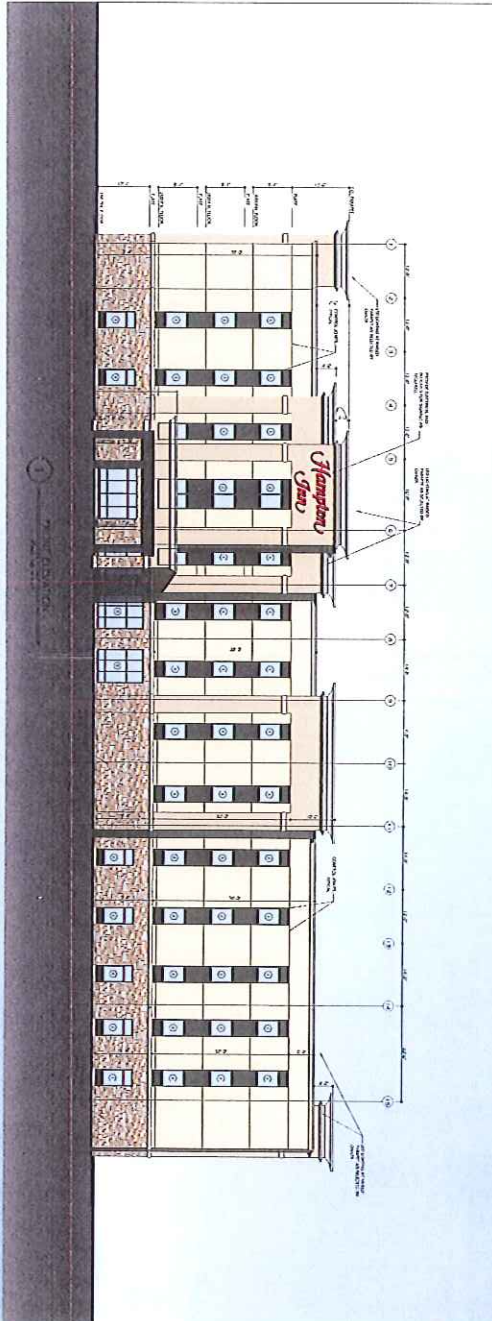
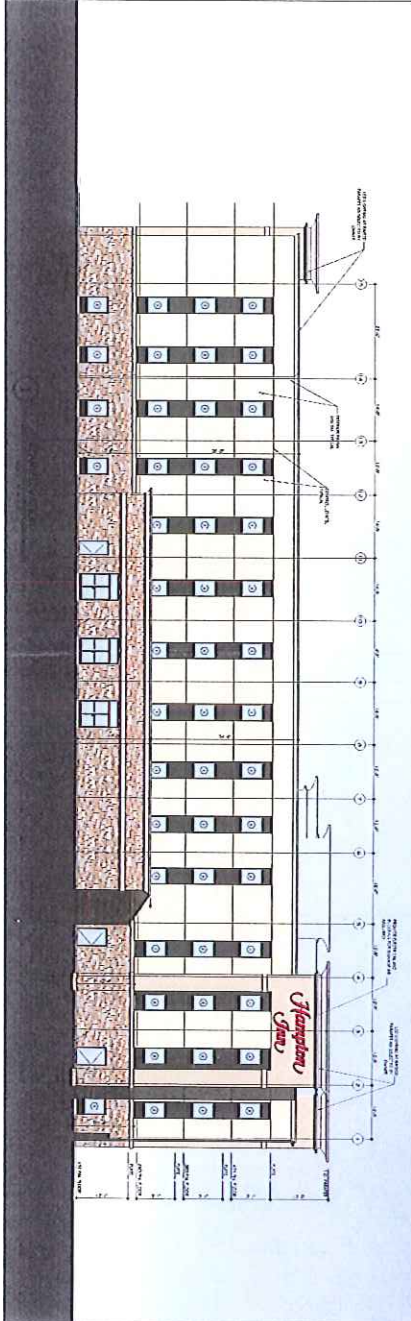
A handwritten signature in black ink that reads "Shane Sigrist".

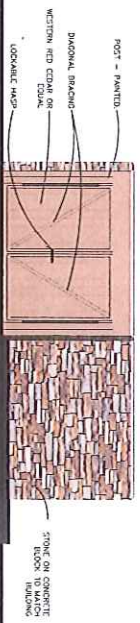
Shane Sigrist, Architect



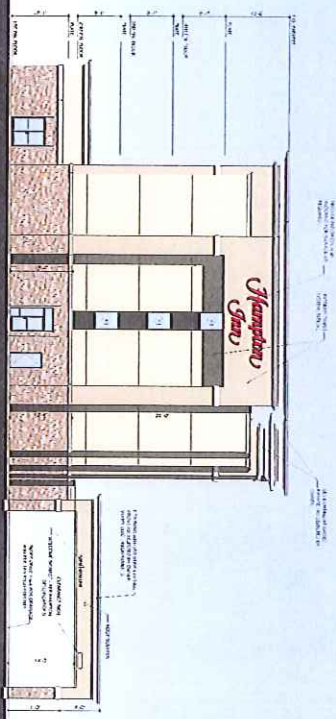
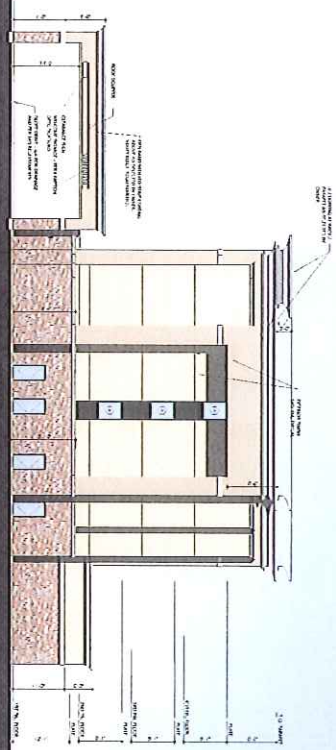




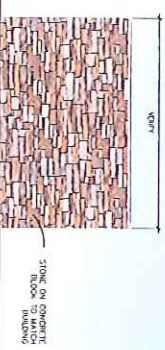




1 ELEVATION EXTERIOR REFUSE RECEPTACLE STORAGE



2 ELEVATION TYPICAL SIDE REAR



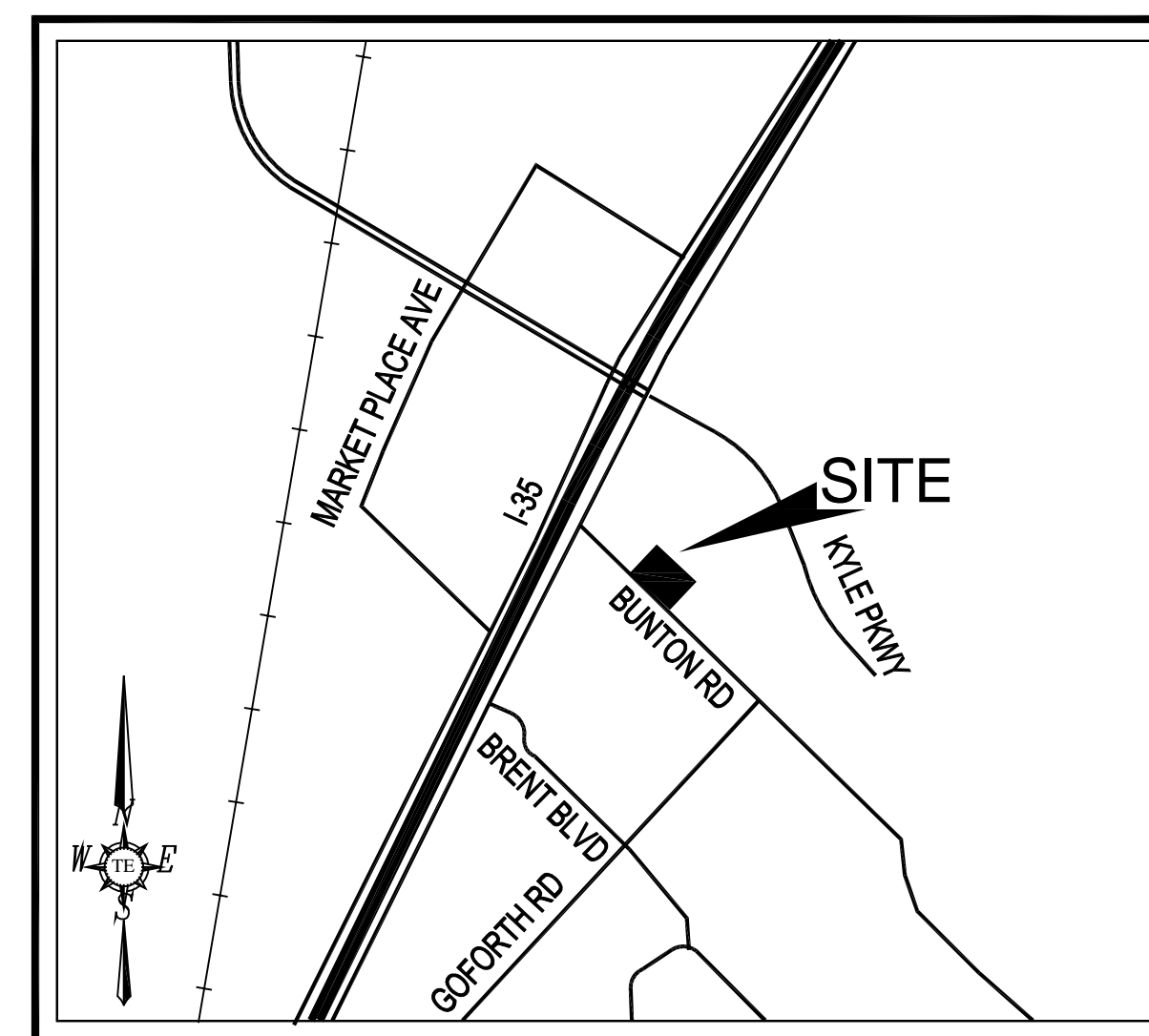
# SITE DEVELOPMENT PLANS FOR HAMPTON INN

BUNTON ROAD  
CITY OF KYLE  
HAYS COUNTY, TEXAS

**PROJECT CONTACT LIST:**

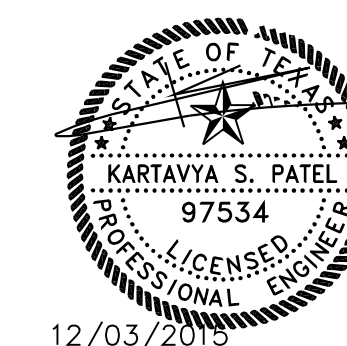
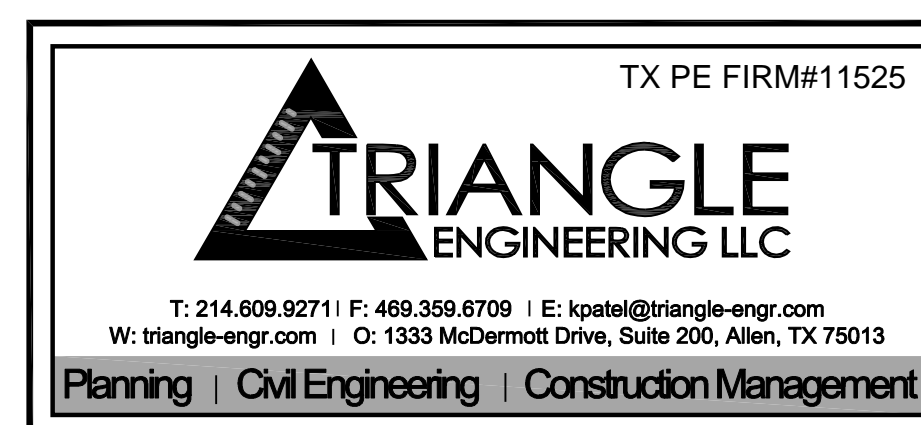
OWNER/APPLICANT KRISHNA KYLE LLC 7118 CRESTA BLVD. SAN ANTONIO, TX 78256 ATTN: BIRJU PATEL TEL: (254) 214-0958	ARCHITECT RSS ARCHITECTS L.L.C. 103 SOUTH MESQUITE STREET SUITE B ARLINGTON, TEXAS 76010 TEL: (817) 538-9258
---	---

ENGINEER  
TRIANGLE ENGINEERING LLC  
1333 McDERMOTT ROAD  
ALLEN, TEXAS 75013  
CONTACT: KARTAVYA PATEL, P.E.  
EMAIL: KPATEL@TRIANGLE-ENGR.COM  
TEL: (214) 609-9271



VICINITY MAP

N.T.S



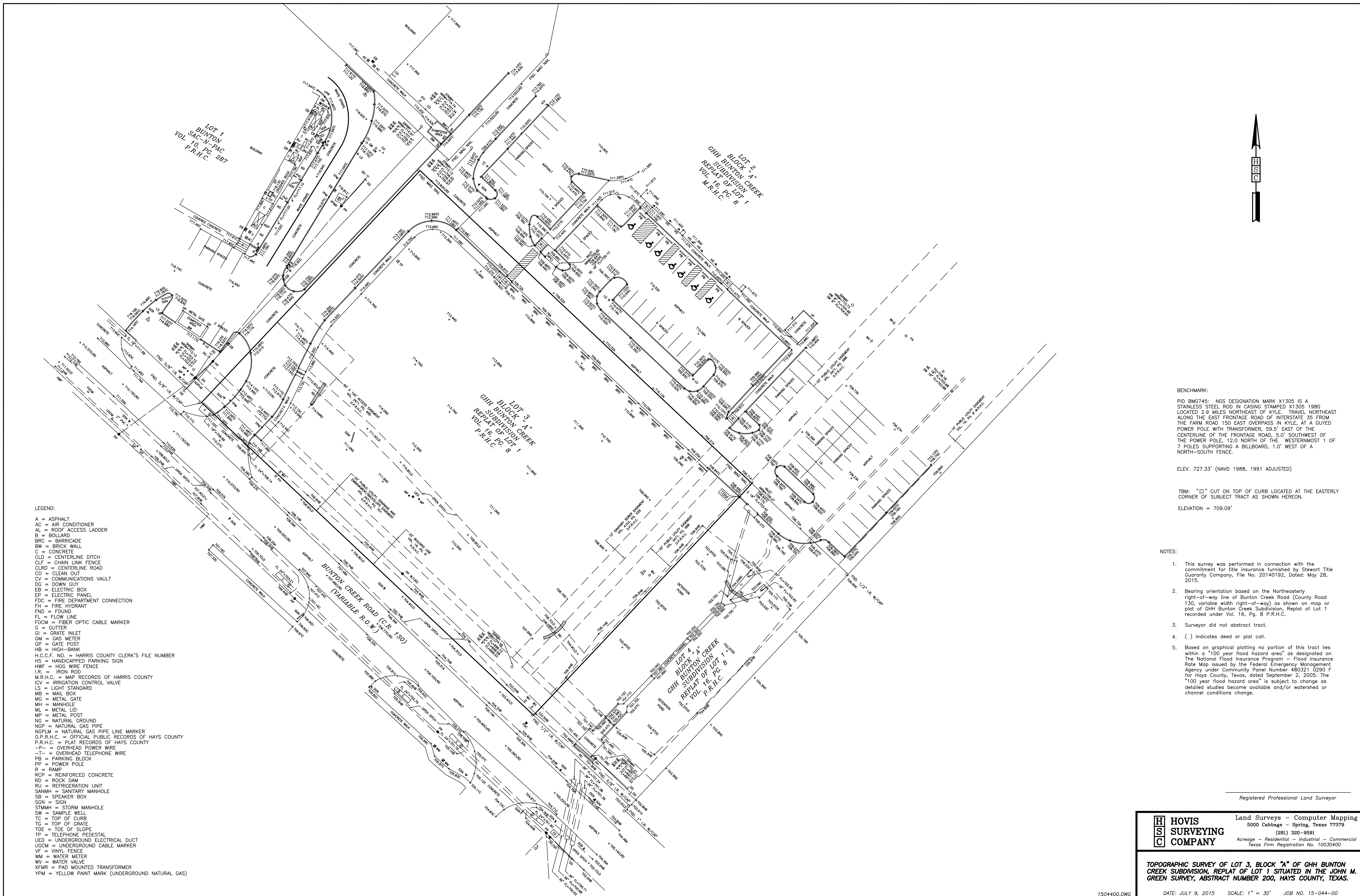
**SHEET INDEX**

SHEET NO.	DESCRIPTION
CS	COVER SHEET
P	PLAT
S	SURVEY
DM	DEMOLITION PLAN
3	SITE PLAN
4	DIMENSION CONTROL PLAN
5	GRADING PLAN
6	DRAINAGE PLAN
7	PAVING PLAN
7.1	DETAILS
7.2	DETAILS-2
8	UTILITY PLAN
8.1	DETAILS
9	EROSION CONTROL PLAN
9.1	EROSION DETAILS
10	ADA PLAN
SET (1)	TXDOT SAFETY END TREATMENT HEADWALL

**REVISION BLOCK**

NO.	DATE	DESCRIPTION
1	09/21/2015	1st CITY SUBMITTAL
2	11/02/2015	2nd CITY SUBMITTAL
3	11/22/2015	3rd CITY SUBMITTAL
4	12/03/2015	4th CITY SUBMITTAL



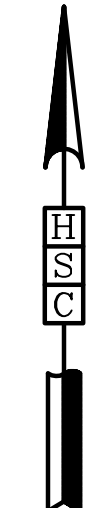


LOT 1  
BUNTON  
SAC-N-PAC  
VOL. 10, PG. 287  
P.R.H.C.

LOT 2 -  
GHH BUNTON CREEK  
SUBDIVISION  
REPLAT OF LOT 1  
VOL. 16, PG. 8  
M.R.H.C.

LOT 3 -  
GHH BUNTON CREEK  
SUBDIVISION  
REPLAT OF LOT 1  
VOL. 16, PG. 8  
P.R.H.C.

LOT 4 -  
BUNTON CREEK  
SUBDIVISION  
REPLAT OF LOT 1  
VOL. 16, PG. 8  
P.R.H.C.



- LEGEND:
- A = ASPHALT
  - AC = AIR CONDITIONER
  - AL = ROOF ACCESS LADDER
  - B = BILLIARD
  - BRC = BARRICADE
  - BW = BRICK WALL
  - C = CONCRETE
  - CLD = CENTERLINE DITCH
  - CLF = CHAIN LINK FENCE
  - CLRD = CENTERLINE ROAD
  - CO = CLEAN OUT
  - CV = COMMUNICATIONS VAULT
  - DG = DOWN GUY
  - EB = ELECTRIC BOX
  - EP = ELECTRIC PANEL
  - FDC = FIRE DEPARTMENT CONNECTION
  - FH = FIRE HYDRANT
  - FND = FOUND
  - FL = FLOW LINE
  - FOCM = FIBER OPTIC CABLE MARKER
  - G = GUTTER
  - GI = GRATE INLET
  - GM = GAS METER
  - GP = GATE POST
  - HB = HIGH-BANK
  - H.C.C.F. NO. = HARRIS COUNTY CLERK'S FILE NUMBER
  - HS = HANDICAPPED PARKING SIGN
  - HWF = HOG WIRE FENCE
  - IR = IRON ROD
  - M.R.H.C. = MAP RECORDS OF HARRIS COUNTY
  - ICV = IRRIGATION CONTROL VALVE
  - LS = LIGHT STANDARD
  - MB = MAIL BOX
  - MC = METAL GATE
  - MH = MANHOLE
  - ML = METAL LID
  - MP = METAL POST
  - NG = NATURAL GROUND
  - NGP = NATURAL GAS PIPE
  - NGPLM = NATURAL GAS PIPE LINE MARKER
  - O.P.R.H.C. = OFFICIAL PUBLIC RECORDS OF HAYS COUNTY
  - P.R.H.C. = PLAT RECORDS OF HAYS COUNTY
  - OP = OVERHEAD POWER WIRE
  - OT = OVERHEAD TELEPHONE WIRE
  - PB = PARKING BLOCK
  - PP = POWER POLE
  - R = RAMP
  - RCP = REINFORCED CONCRETE
  - RD = ROCK DAM
  - RU = REFRIGERATION UNIT
  - SANMH = SANITARY MANHOLE
  - SB = SPEAKER BOX
  - SGN = SIGN
  - STMMH = STORM MANHOLE
  - SW = SAMPLE WELL
  - TC = TOP OF CURB
  - TG = TOP OF GRATE
  - TOE = TOE OF SLOPE
  - TP = TELEPHONE PEDESTAL
  - UED = UNDERGROUND ELECTRICAL DUCT
  - UCCM = UNDERGROUND CABLE MARKER
  - VF = VINYL FENCE
  - WM = WATER METER
  - WV = WATER VALVE
  - XFMR = PAD MOUNTED TRANSFORMER
  - YPM = YELLOW PAINT MARK (UNDERGROUND NATURAL GAS)

BENCHMARK:  
PID BM0745: NGS DESIGNATION MARK X1305 IS A STAINLESS STEEL ROD IN CASING STAMPED X1305 1980 LOCATED 2.9 MILES NORTHEAST OF KYLE, TRAVEL NORTHEAST ALONG THE EAST FRONTAGE ROAD OF INTERSTATE 35 FROM THE FARM ROAD 150 EAST OVERPASS IN KYLE, AT A GUYED POWER POLE WITH TRANSFORMER, 59.5' EAST OF THE CENTERLINE OF THE FRONTAGE ROAD, 5.0' SOUTHWEST OF THE POWER POLE, 12.0' NORTH OF THE WESTERMOST 1 OF 7 POLES SUPPORTING A BILLBOARD, 1.0' WEST OF A NORTH-SOUTH FENCE.

ELEV. 727.33' (NAVD 1988, 1991 ADJUSTED)

TBM: "C" CUT ON TOP OF CURB LOCATED AT THE EASTERLY CORNER OF SUBJECT TRACT AS SHOWN HEREON.

ELEVATION = 709.09'

- NOTES:
- This survey was performed in connection with the commitment for title insurance furnished by Stewart Title Guaranty Company, File No. 20140192, Dated: May 28, 2015.
  - Bearing orientation based on the Northeasterly right-of-way line of Bunton Creek Road (County Road 130, variable width right-of-way) as shown on map or plat of GHH Bunton Creek Subdivision, Replat of Lot 1 recorded under Vol. 16, Pg. 8 P.R.H.C.
  - Surveyor did not abstract tract.
  - ( ) indicates deed or plat call.
  - Based on graphical plotting no portion of this tract lies within a "100 year flood hazard area" as designated on The National Flood Insurance Program - Flood Insurance Rate Map issued by the Federal Emergency Management Agency under Community Panel Number 480321 0290 F for Hays County, Texas, dated September 2, 2005. The "100 year flood hazard area" is subject to change as detailed studies become available and/or watershed or channel conditions change.

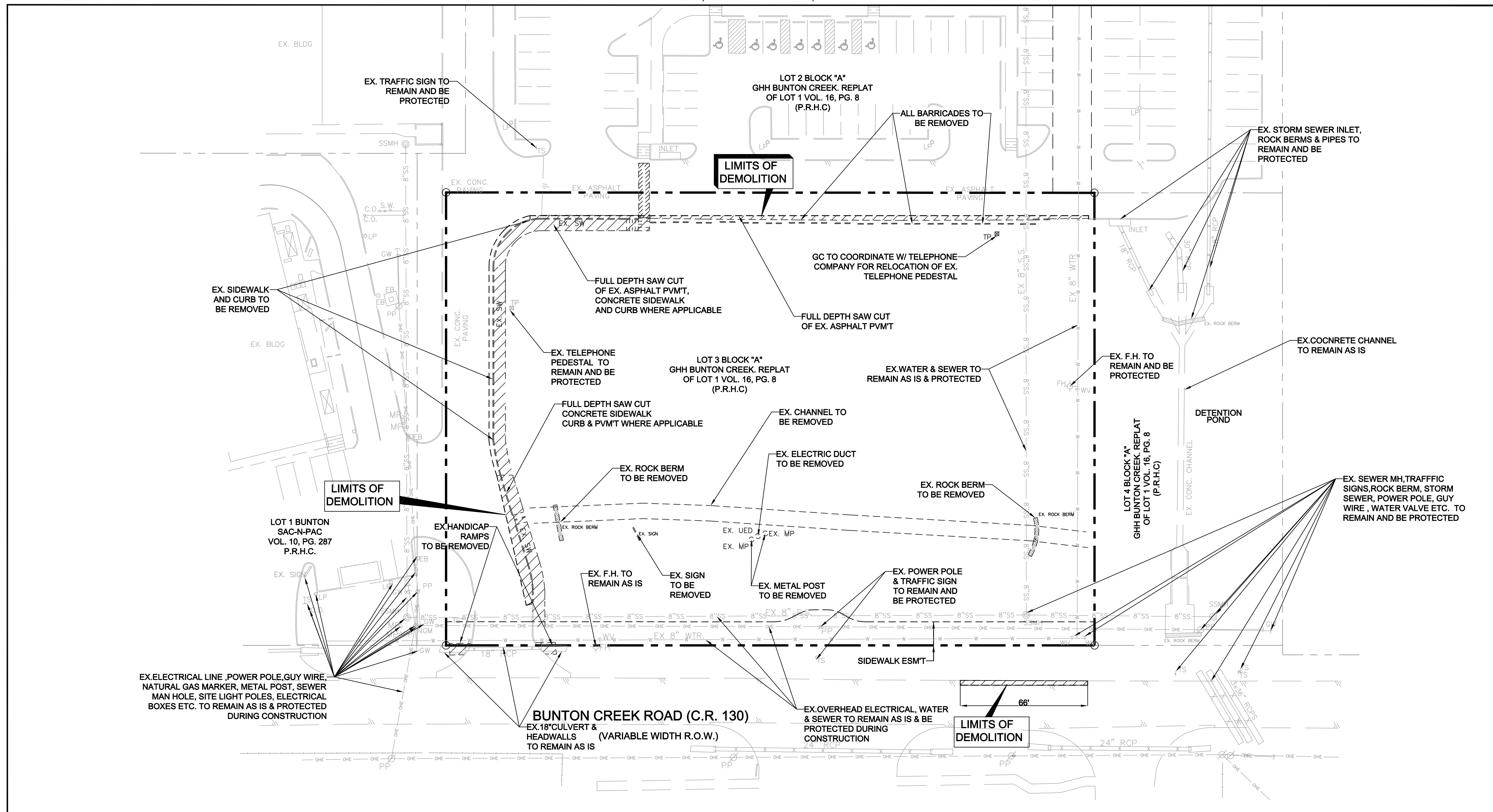
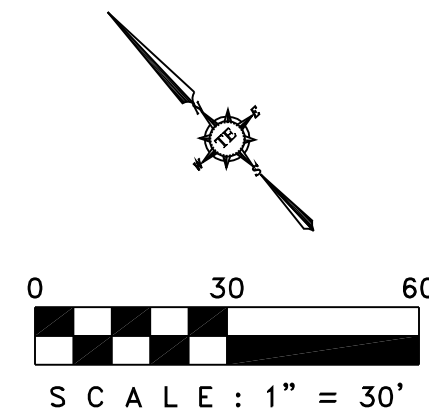
Registered Professional Land Surveyor

**HOVIS SURVEYING COMPANY**  
Land Surveys - Computer Mapping  
5000 Cabbage - Spring, Texas 77379  
(281) 320-9591  
Acreage - Residential - Industrial - Commercial  
Texas Firm Registration No. 10030400

**TOPOGRAPHIC SURVEY OF LOT 3, BLOCK "A" OF GHH BUNTON CREEK SUBDIVISION, REPLAT OF LOT 1 SITUATED IN THE JOHN M. GREEN SURVEY, ABSTRACT NUMBER 200, HAYS COUNTY, TEXAS.**

# HAMPTON INN SITE DEVELOPMENT

1.809 ACRES LOT 3 BLOCK "A"  
OF THE GHH BUNTON CREEK ADDITION  
CITY OF KYLE, HAYS COUNTY, TEXAS

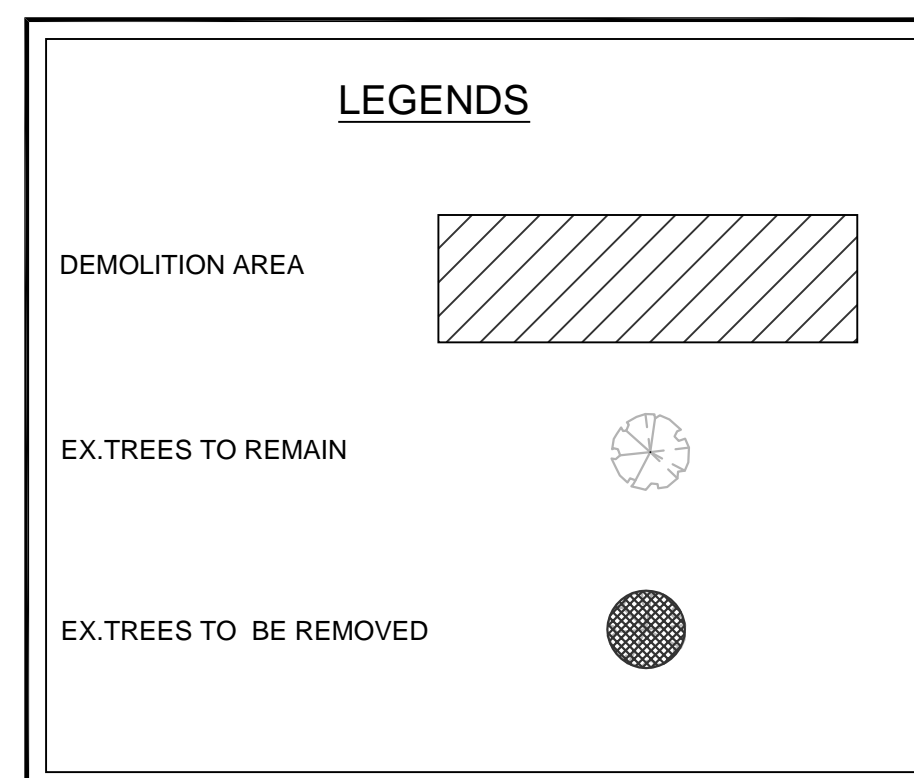


## DEMOLITION GENERAL NOTES

- CONSTRUCTION SHALL PROCEED IN THE FOLLOWING MANNER:
- INITIAL SITE STRIPPING, DEMOLITION AND HAUL DEBRIS OFFSITE.
  - INSTALL STABILIZED CONSTRUCTION ENTRANCES.
  - PREPARE TEMPORARY PARKING AND STORAGE AREA.
  - CONSTRUCT THE SILT FENCES ON THE SITE.
  - BEGIN GRADING THE SITE.
  - INSTALL/CONSTRUCT MAJOR DRAINAGE SYSTEM.
  - INSTALL UTILITIES, UNDER DRAINS, CURBS, AND GUTTERS.
  - START CONSTRUCTION OF BUILDING PADS AND STRUCTURES.
  - TEMPORARILY SEED DENUDED AREAS.

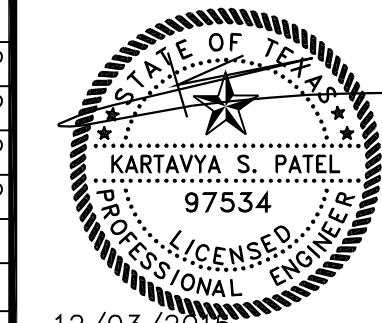
- PREPARE SITE FOR PAVING.
- PAVE SITE.
- COMPLETE GRADING AND INSTALL PERMANENT SEEDING AND PLANTING.
- REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (ONLY IF SITE IS STABILIZED). THIS SITE IS STABILIZED WHEN ALL SOIL-DISTURBING ACTIVITIES ARE COMPLETED AND UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF 70% OF THE COVER FOR UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES HAVE BEEN EMPLOYED.

NOTE: EROSION CONTROL BMP'S SHALL BE IN PLACE PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES INCLUDING DEMOLITION



NOTE:  
IN THE EVENT THAT THE CITY HAS TO PERFORM ANY FUTURE MAINTENANCE ON WATER LINES, THE CITY WILL EXCAVATE AND REPAIR THE LINE AND BRING IT BACK TO THE SURFACE. ANY CONCRETE OR ASPHALT WORK NEEDED AT THE SURFACE WILL BE THE PROPERTY OWNER'S EXPENSE.

NO.	DATE	DESCRIPTION	BY
1	09/21/15	1st CITY SUBMITTAL	KP
2	11/02/15	2nd CITY RESUBMITTAL	KP
3	11/22/15	3rd CITY RESUBMITTAL	KP
4	12/03/15	4th CITY RESUBMITTAL	KP



**DEMOLITION PLAN**  
HAMPTON INN  
BUNTON ROAD  
CITY OF THE KYLE  
HAYS COUNTY, TEXAS

**TRIANGLE ENGINEERING LLC**  
T: 214.609.9271 | F: 469.359.6709 | E: kpatel@triangle-engr.com  
W: triangle-engr.com | O: 1333 McDermott Drive, Suite 200, Allen, TX 75013

Planning | Civil Engineering | Construction Management

DESIGN/DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	08/01/15	1":30'	032-15	DM

TX PE FIRM #11525



# HAMPTON INN SITE DEVELOPMENT

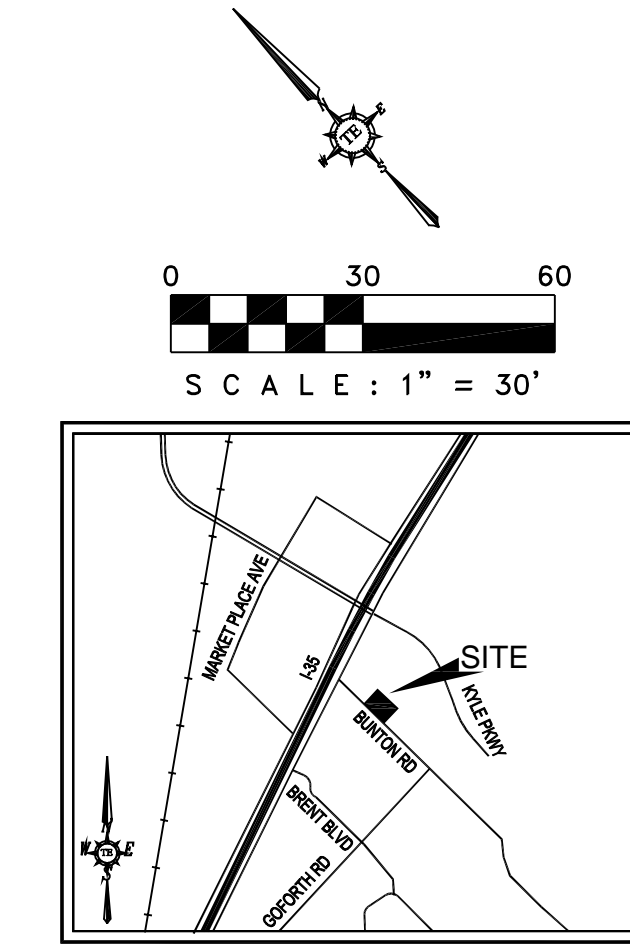
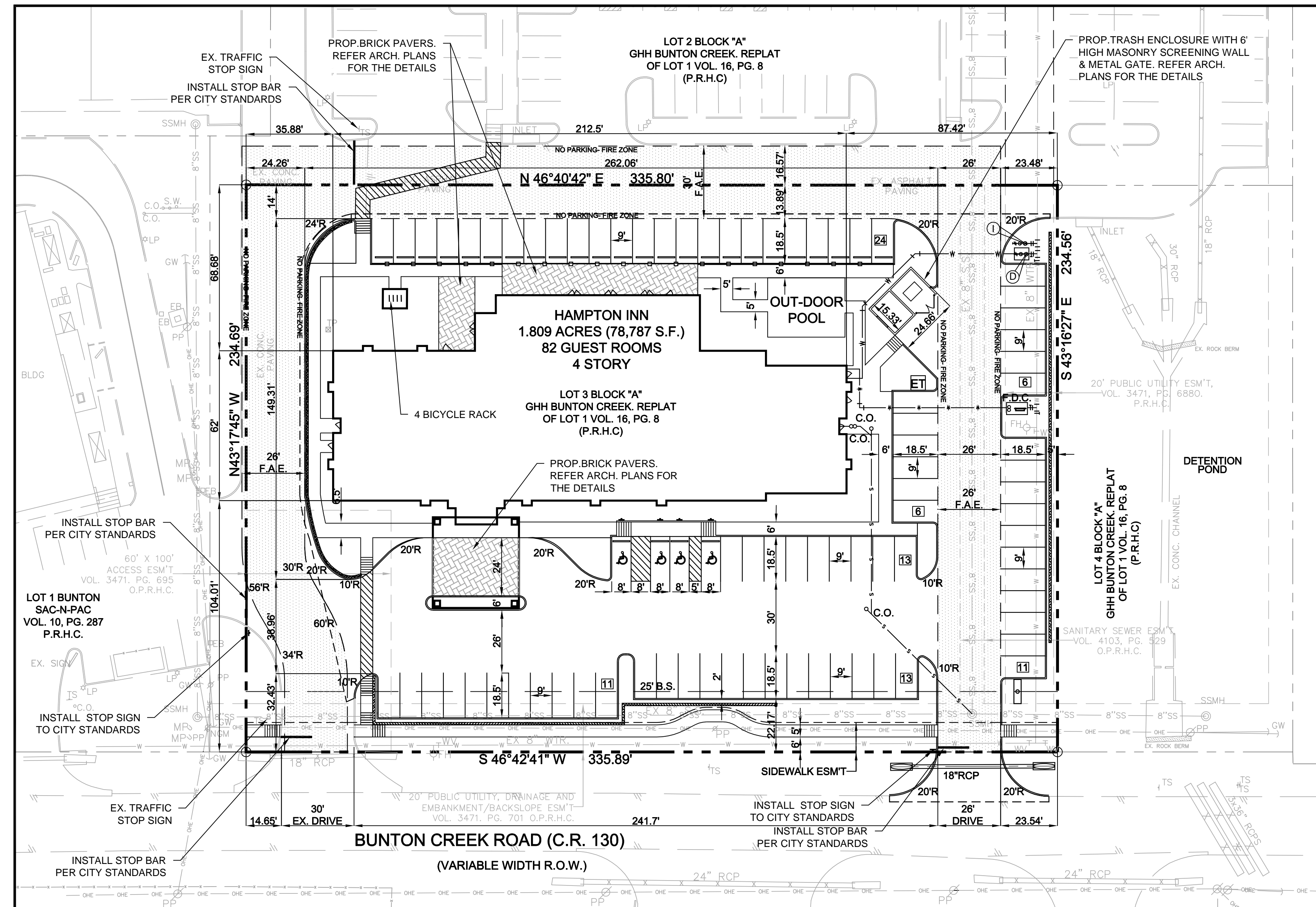
1.809 ACRES LOT 3 BLOCK "A"  
OF THE GHH BUNTON CREEK ADDITION  
CITY OF KYLE, HAYS COUNTY, TEXAS

## GENERAL NOTES

- ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE STANDARDS OF THE CITY OF KYLE.
- A STREET CUT PERMIT IS NOT REQUIRED. INSTEAD, PLEASE NOTIFY THE PUBLIC WORKS DEPARTMENT AT (512) 262-3024 OF ANY PROPOSED WORK IN THE R.O.W. AT LEAST 48 HOURS IN ADVANCE.
- THE LOCATION OF UNDERGROUND UTILITIES INDICATED ON THE PLANS IS TAKEN FROM PUBLIC RECORDS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND UTILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND UTILITIES. IF EXISTING UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.
- WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES OR SERVICE LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS, AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICTS IN GRADES AND ALIGNMENT.
- ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U. S. DEPARTMENT OF LABOR, OSHA, "CONST. SAFETY AND HEALTH REGULATIONS.", VOL. 29, SUBPART P, PG. 128 - 137, AND ANY AMENDMENTS THERETO.
- ADEQUATE MEASURES SHALL BE TAKEN TO PREVENT EROSION. IN THE EVENT THAT SIGNIFICANT EROSION OCCURS AS A RESULT OF CONSTRUCTION THE CONTRACTOR SHALL RESTORE THE ERODED AREA TO ORIGINAL CONDITION OR BETTER.
- THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO TRENCH BACKFILL, SIDE SLOPES, FENCES, CULVERT PIPES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS.
- ANY CHANGES NEEDED AFTER CONSTRUCTION PLANS HAVE BEEN RELEASED, SHALL BE APPROVED BY THE CITY ENGINEER. THESE CHANGES MUST BE RECEIVED IN WRITING FROM THE FROM THE DESIGN ENGINEER. THE DIRECTOR OF PUBLIC WORKS SHALL APPROVE ANY DEVIATIONS FROM STATE REGULATIONS.
- THE CONTRACTOR SHALL PROVIDE "RED LINED" MARKED PRINTS TO THE ENGINEER PRIOR TO FINAL INSPECTION INDICATING ALL CONSTRUCTION WHICH DEVIATED FROM THE PLANS OR WAS CONSTRUCTED IN ADDITION TO THAT INDICATED ON THE PLANS.

## SITE DATA SUMMARY FOR HAMPTON INN

NUMBER OF LOTS	1
EXISTING ZONING	"A"
PROPOSED USE	"RS"
GROSS ACREAGE	1.809 ACRES (78,787 S.F.)
PROPOSED BLDG. 1 ST FLOOR	15,178 S.F.
PROPOSED BLDG. HEIGHT	55'
NUMBER OF GUEST ROOMS	82
REQUIRED PARKING (1 SPACE PER ROOM)	82
REQUIRED HANDICAP PARKING	4
TOTAL PARKING REQUIRED	82
TOTAL PARKING PROVIDED	84 (INCLUDING 4 HANDICAP)
PERCENTAGE OF LOT COVERAGE	17.82%
IMPERVIOUS COVERAGE	65,580 S.F. OR 83.24%
OPEN SPACE/LANDSCAPE AREA	13,207 S.F. OR 16.76%



### FIRE DEPARTMENT - CAPTAIN MARK SCHULTZ NOTES:

CONTRACTOR SHALL PROVIDE COMPACTED FLEXIBLE BASE PAVEMENT PRIOR TO CONSTRUCTION OF COMBUSTIBLE MATERIALS AS AN ALL-WHEATHER-DRIVING-SURFACE  
DESIGNATED NO PARKING - FIRELANE WITH CURB PAINTED RED AND WHITE STENCIL IN "FIRELANE/NO PARKING" IN LETTERING TEXT IN 30' INTERVALS.  
THE BUILDING WILL REQUIRE A KNOX BOX.

**Owners:** KRISHNA KYLE LLC (BIRJU PATEL)  
Address: 7118 CRESTA BLVD., SAN ANTONIO, TX 78256  
Phone: TEL: (254) 214-0958 Fax:  
Acreage: 1.809 ACRES Total Impervious Cover: 65,580 S.F. OR 1.51 ACRES  
Legal Description: LOT 3, BLOCK A, THE GHH BUNTON CREEK ADDITION  
Address: BUNTON ROAD (C.R.130), KYLE, TEXAS  
Land Use Summary: [Label square footage of building(s) for each land use and number of units if multi-family]  
Date: 09/21/2015  
Person Preparing Plan: KARTAVYA PATEL, P.E. (KEVIN PATEL)  
Company: TRIANGLE ENGINEERING LLC  
Address: 1333 McDERMOTT DRIVE, SUITE 200 ALLEN, TEXAS 75013  
Phone: 214-609-9271 Fax: 469-359-6709 Engineer: PATEL, P.E. KEVIN  
Company: Address: Phone: Fax:

### WATER METER & SANITARY SEWER SCHEDULE

ID	TYPE	SIZE	NO.	SAN. SEW.
(D)	DOM.	3"	1	6"
(I)	IRR.	1"	1	N/A

### LEGEND

PUBLIC UTILITY EASEMENT	P.U.E.
SANITARY SEWER EASEMENT	S.E.
DRAINAGE EASEMENT	D.E.
WATERLINE EASEMENT	W.E.
CLEAN OUT	C.O.
GAS METER	GM
ELECTRICAL TRANSFORMER	ET
FIRE HYDRANT	FH
SANITARY SEWER MANHOLE	SSMH
STORM SEWER MANHOLE	STMMH
BUILDING SET BACK	B.S.
LANDSCAPE BUFFER	L.B.
PRESSURE REDUCING VALVE	PRV
PROPOSED FIRE LANE	F.L.
FIRE DEPARTMENT CONNECTION	F.D.C.
STAMPED CONC./PAVERS	SC/P
BARRIER FREE RAMP	B.F.R.

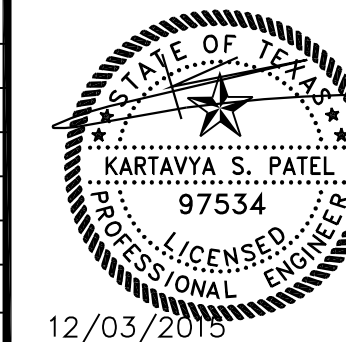
### LEGEND

EXISTING BOUNDARY	---	PROPOSED SITE LIGHT POLE	⊙
EXISTING ASPHALT PAVT.EDGE	---	PROPOSED HANDICAP SIGN	♿
EXISTING CURB & GUTTER	---	PROPOSED HANDICAP LOGO	♿
EXISTING WATER MAIN	W 8" WTR	PROPOSED WATER METER	⊙ WM
EXISTING SANITARY SEWER	S 8" SEWER	PROP.CONCRETE WHEEL STOP	⊙ PP
EXISTING SEWER MANHOLE	SSMH	PROP.POWER POLE	⊙ PP
EXISTING CLEANOUT	C.O.	PROP.MONUMENT/POLE SIGN	⊙ MH
EXISTING ELECTRIC	E	PROP.BACK FLOW PREVENTER	⊙ B.F.P.
EXISTING POWER POLE	PP	PROP.FIRE DEPARTMENT CONNECTION	⊙ F.D.C.
EXISTING STORM SEWER	SSMH	PROP.BLOCK RETAINING WALL	---
EXISTING FIRE HYDRANT	FH	PROP.SANITARY SEWER MH	⊙ SSMH
EXISTING STORM INLET	SI	PROPOSED CLEAN OUTS	⊙ C.O.
EXISTING FENCE	---	PROP.ROCK RIP RAP	---
EXISTING WATER METER	⊙ WM	PROP. TRANSFORMER	⊙ ET
EXISTING GAS METER	⊙ GM	PROP. FIRE LANE	---
EX.TELEPHONE	⊙ TP	BOUNDARY LINE	---
EXISTING TELEPHONE PAD	⊙ TP	PROPOSED CURB	---
EXISTING FENCE	---	PROPOSED SAW-CUT	---
EXISTING METAL POST	⊙ MP	PROPOSED STORM INLETS	⊙ SI
EXISTING NATURAL GAS MARKER	⊙ NGM	PROPOSED WROUGHT IRON FENCE	---
EXISTING ELECTRICAL BOX	⊙ EB		
EXISTING GUY WIRE	---		
EXISTING TRAFFIC SIGN	⊙ TS		

<b>OWNER</b> KRISHNA KYLE LLC 7118 CRESTA BLVD. SAN ANTONIO, TX 78256 ATTN: BIRJU PATEL TEL: (254) 214-0958	<b>ENGINEER</b> TRIANGLE ENGINEERING LLC 1333 McDERMOTT ROAD ALLEN, TEXAS 75013 CONTACT: KARTAVYA PATEL, P.E. EMAIL: KPATEL@TRIANGLE-ENGR.COM TEL: (214) 609-9271	<b>ARCHITECT</b> RSS ARCHITECTS L.L.C. 103 SOUTH MESQUITE STREET SUITE B ARLINGTON, TEXAS 76010 TEL: (817) 538-9258
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**NOTE:**  
IN THE EVENT THAT THE CITY HAS TO PERFORM ANY FUTURE MAINTENANCE ON WATER LINES, THE CITY WILL EXCAVATE AND REPAIR THE LINE AND BRING IT BACK TO THE SURFACE. ANY CONCRETE OR ASPHALT WORK NEEDED AT THE SURFACE WILL BE THE PROPERTY OWNER'S EXPENSE.

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4	12/03/15	4th CITY RESUBMITTAL	KP



**SITE PLAN**  
HAMPTON INN  
BUNTON ROAD  
CITY OF THE KYLE  
HAYS COUNTY, TEXAS

**TRIANGLE ENGINEERING LLC**  
T: 214.609.9271 | F: 469.359.6709 | E: kpatel@triangle-engr.com  
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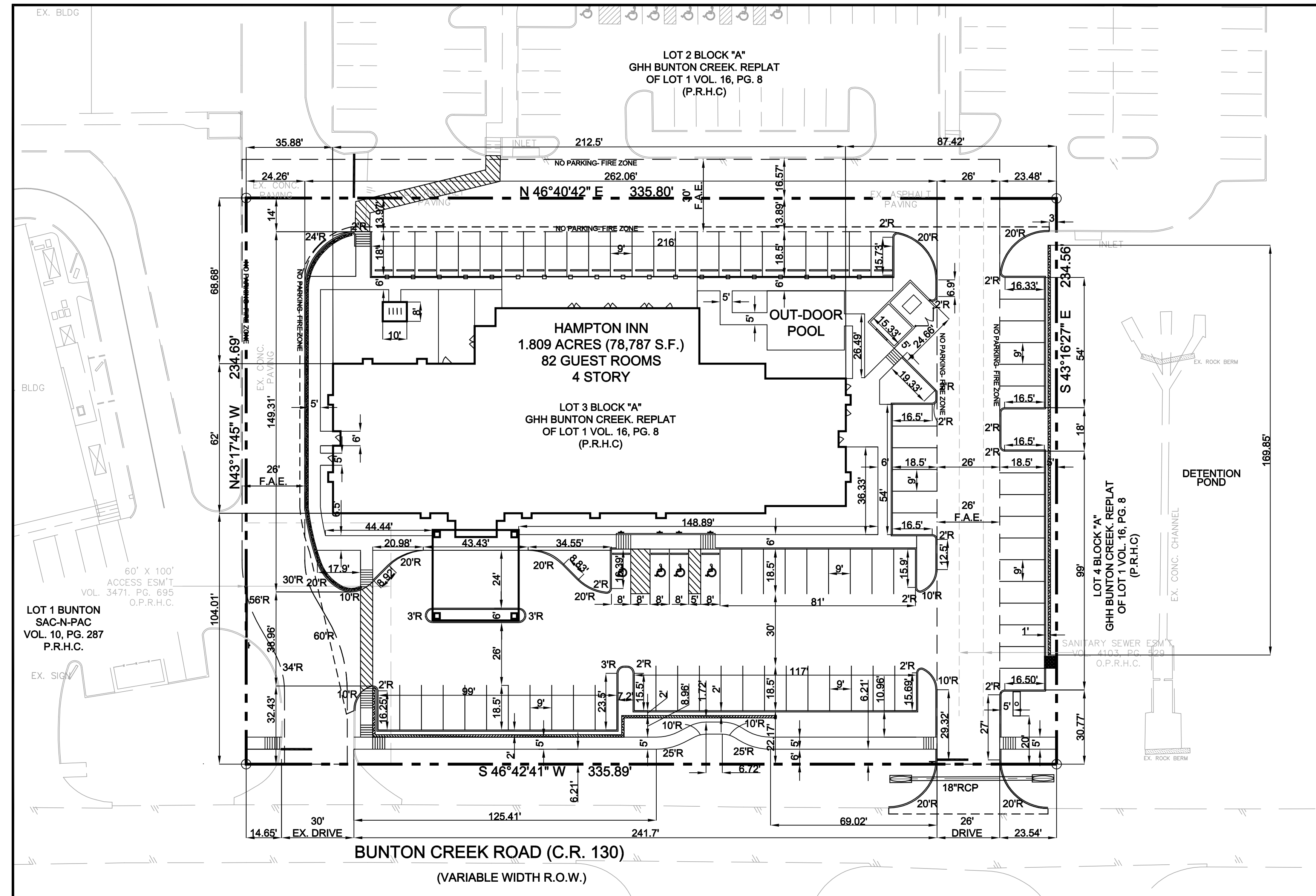
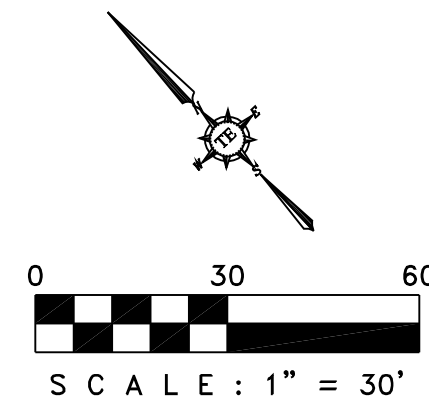
Planning | Civil Engineering | Construction Management

DESIGN/DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	08/01/15	1":30'	032-15	3

TX PE FIRM #11525

# HAMPTON INN SITE DEVELOPMENT

1.809 ACRES LOT 3 BLOCK "A"  
OF THE GHH BUNTON CREEK ADDITION  
CITY OF KYLE, HAYS COUNTY, TEXAS



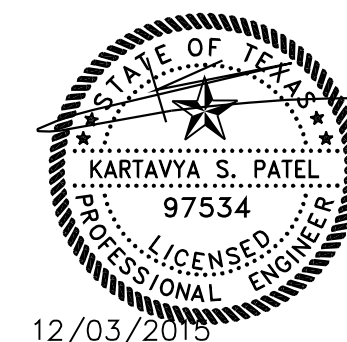
LEGEND	
PUBLIC UTILITY EASEMENT	P.U.E.
SANITARY SEWER EASEMENT	S.E.
DRAINAGE EASEMENT	D.E.
WATERLINE EASEMENT	W.E.
CLEAN OUT	C.O.
GAS METER	GM
ELECTRICAL TRANSFORMER	ET
FIRE HYDRANT	FH
SANITARY SEWER MANHOLE	SSMH
STORM SEWER MANHOLE	STMH
BUILDING SET BACK	B.S.
LANDSCAPE EASEMENT	L.E.
PRESSURE REDUCING VALVE	PRV
PROPOSED 20' WIDE FIRE LANE	
FIRE DEPARTMENT CONNECTION	F.D.C.

**DIMENSION GENERAL NOTES:**

1. ALL DIMENSIONS ARE MEASURED TO FACE OF CURB AS SHOWN. CONTACT ENGINEER/ARCHITECT IF THERE IS ANY DISCREPANCIES IN THE DIMENSION.
2. REFER TO ARCHITECTURAL FLOOR PLAN FOR EXACT BUILDING DIMENSIONS.
3. PYLON/MONUMENT SIGN SHALL BE BY SEPARATE PERMIT.

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**SITE DIMENSION PLAN**  
HAMPTON INN  
BUNTON ROAD  
CITY OF THE KYLE  
HAYS COUNTY, TEXAS



T: 214.609.9271 | F: 469.359.6709 | E: kpatel@triangle-engr.com  
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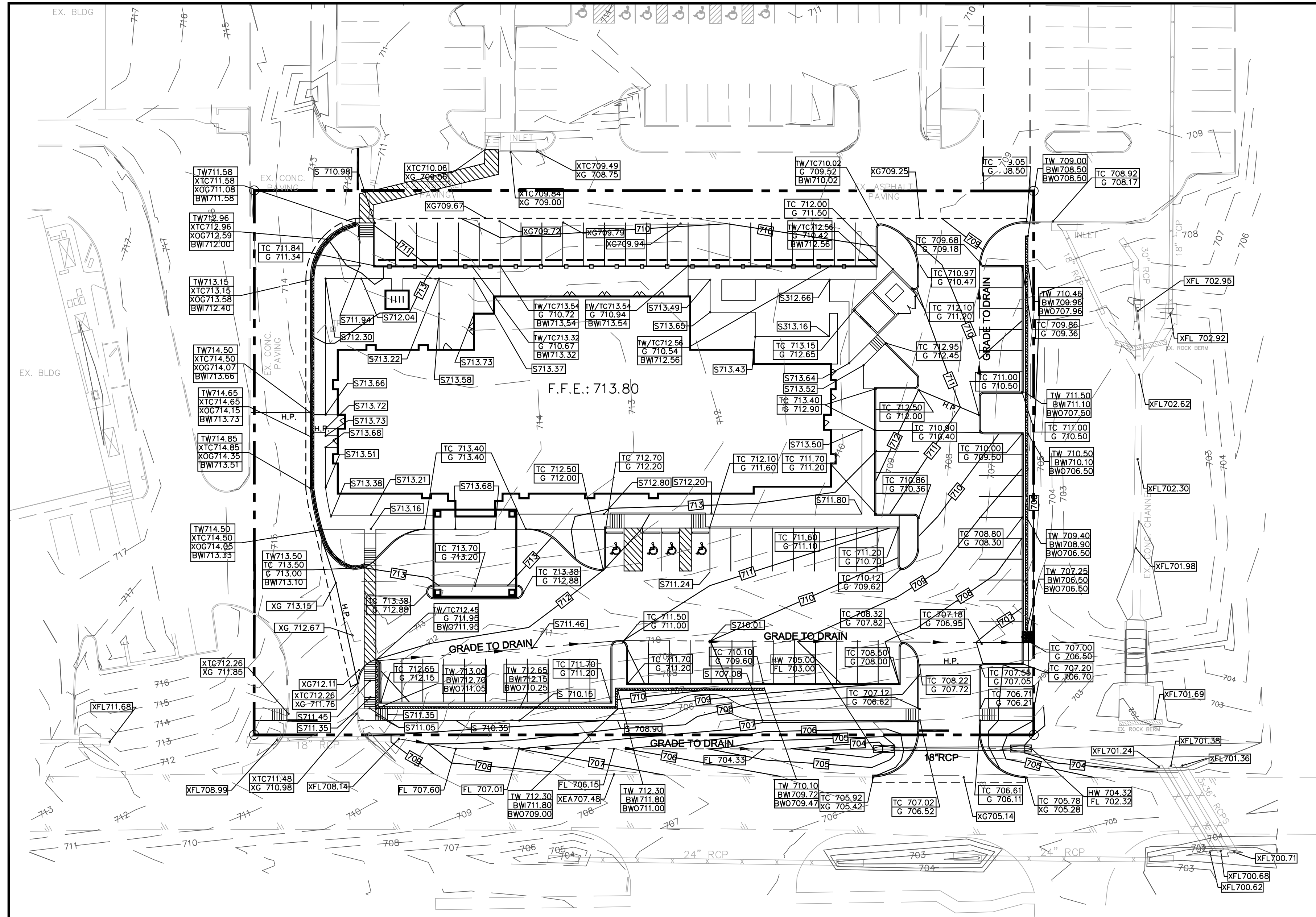
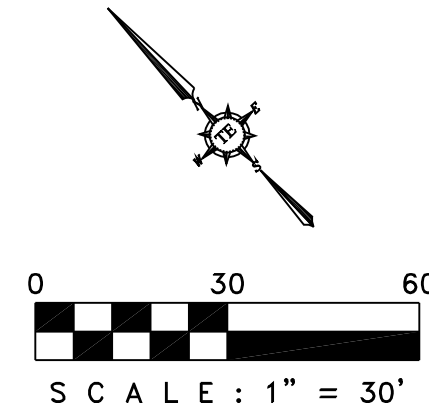
DESIGN/DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	08/01/15	1":30'	032-15	<b>4</b>

TX PE FIRM #11525



# HAMPTON INN SITE DEVELOPMENT

1.809 ACRES LOT 3 BLOCK "A"  
OF THE GHH BUNTON CREEK ADDITION  
CITY OF KYLE, HAYS COUNTY, TEXAS



## GRADING GENERAL NOTE

1. ALL SURPLUS EXCAVATION AND WASTE MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND IT SHALL BE HIS SOLE RESPONSIBILITY TO REMOVE SUCH SURPLUS EXCAVATION AND WASTE MATERIAL FROM THE SITE TO A PUBLIC DUMP SITE APPROVED FOR THE DISPOSAL OF SUCH MATERIALS. IF SURPLUS EXCAVATION IS REMOVED FROM THIS SITE TO ANOTHER PROPERTY, IT SHALL BE PLACED ON SUCH PROPERTY WITH THE WRITTEN CONSENT OF THE OWNER(S) OF SUCH PROPERTY. A COPY OF SUCH WRITTEN CONSENT SHALL BE PROVIDED TO THE OWNER. IF THE CONTRACTOR WISHES TO DISPOSE OF SURPLUS EXCAVATION ON-SITE, IT SHALL BE ONLY WITH THE PRIOR APPROVAL OF THE OWNERS PROJECT REPRESENTATIVE AND CARE SHOULD BE TAKEN TO AVOID BLOCKING NATURAL DRAINAGE AND INCREASING STEEP SLOPES. IF ANY OF THE HAULED EXCAVATION MATERIAL IS TAKEN TO ANOTHER LOCATION WITHIN THE HARRIS COUNTY LIMITS, THE OWNER OF THE PROPERTY IS REQUIRED TO OBTAIN A LOT GRADING PERMIT BEFORE MATERIAL IS DELIVERED.
2. THE CONTRACTOR IS REQUIRED TO PROVIDE HIS OWN STAKING AND TO VERIFY PROJECT ELEVATIONS. "MATCH EXISTING" SHALL BE UNDERSTOOD TO APPLY TO BOTH VERTICAL ELEVATION AND HORIZONTAL ALIGNMENT.
3. THE CONTRACTOR SHALL PREPARE ALL LANDSCAPE AREAS INCLUDING STREET RIGHT-OF-WAY AREAS TO AN ACCEPTABLE SUBGRADE CONDITION IN ACCORDANCE WITH THE LANDSCAPE PLANS. IF THE CONTRACTOR IS NOT EMPLOYED TO PROVIDE AND INSTALL LANDSCAPING, HE SHALL PREPARE A FINISHED AND COMPACTED SUBGRADE IN THE LANDSCAPING AREAS 4" BELOW NOMINAL FINISH GRADE AS SHOWN ON THE PLANS AND SHALL ADD 2" OF TOPSOIL TO BRING LANDSCAPING SUB-GRADE AS PROVIDED TO THE LANDSCAPING CONTRACTOR, TO 2" BELOW NOMINAL FINISH GRADE.
4. NO SLOPES TO EXCEED 3H:1V WITHOUT SLOPE STABILIZATION.

## LEGEND

SPOT ELEVATION AT FINISHED GRADE	S711.50
FLOW LINE ELEVATION	FL 710.50
TOP OF CURB	TC 713.00
GUTTER	G 712.50
INSIDE GRADE OF THE RETAINING WALL	BW1713.00
TOP OF THE RETAINING WALL	TW 713.50
OUTSIDE GRADE OF THE RETAINING WALL	BW0707.00
EX. ASPHALT EDGE	XEA 705.50
EX. SPOT ELEVATION AT GRADE	XG 707.50
EX. SPOT ELEVATION AT GRADE	XS 708.00
EXISTING CONTOURS	--- 707 ---
PROPOSED CONTOURS	— 708 —
PROPOSED SWALE	→

## BENCHMARKS

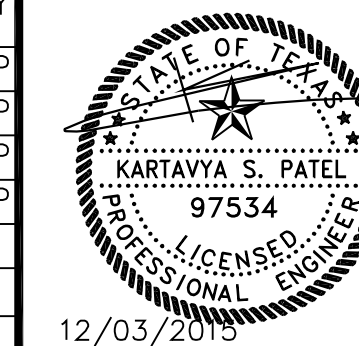
PID BM0745: NGS DESIGNATION MARK X1305 IS A STAINLESS STEEL ROD IN CASING STAMPED X1305 1980 LOCATED 2.9 MILES NORTHEAST OF KYLE. TRAVEL NORTHEAST ALONG THE EAST FRONTAGE ROAD OF INTERSTATE 35 FROM THE FARM ROAD 150 EAST OVERPASS IN KYLE, AT A GUYED POWER POLE WITH TRANSFORMER, 59.5' EAST OF THE CENTERLINE OF THE FRONTAGE ROAD, 5.0' SOUTHWEST OF THE POWER POLE, 12.0' NORTH OF THE WESTERNMOST 1 OF 7 POLES SUPPORTING A BILLBOARD, 1.0' WEST OF A NORTH-SOUTH FENCE.

ELEV. 727.33' (NAVD 1988, 1991 ADJUSTED)

## NOTE:

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**GRADING PLAN**  
HAMPTON INN  
BUNTON ROAD  
CITY OF THE KYLE  
HAYS COUNTY, TEXAS



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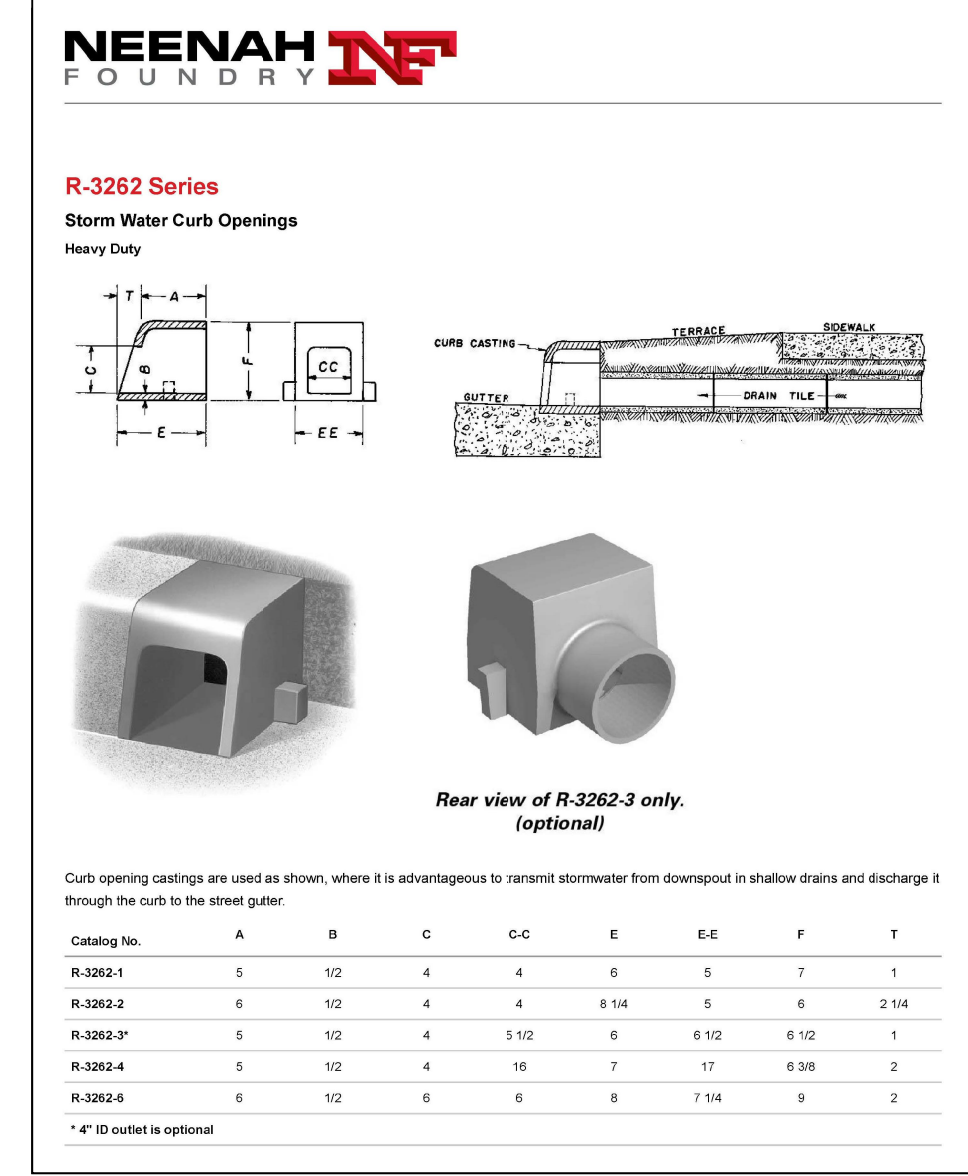
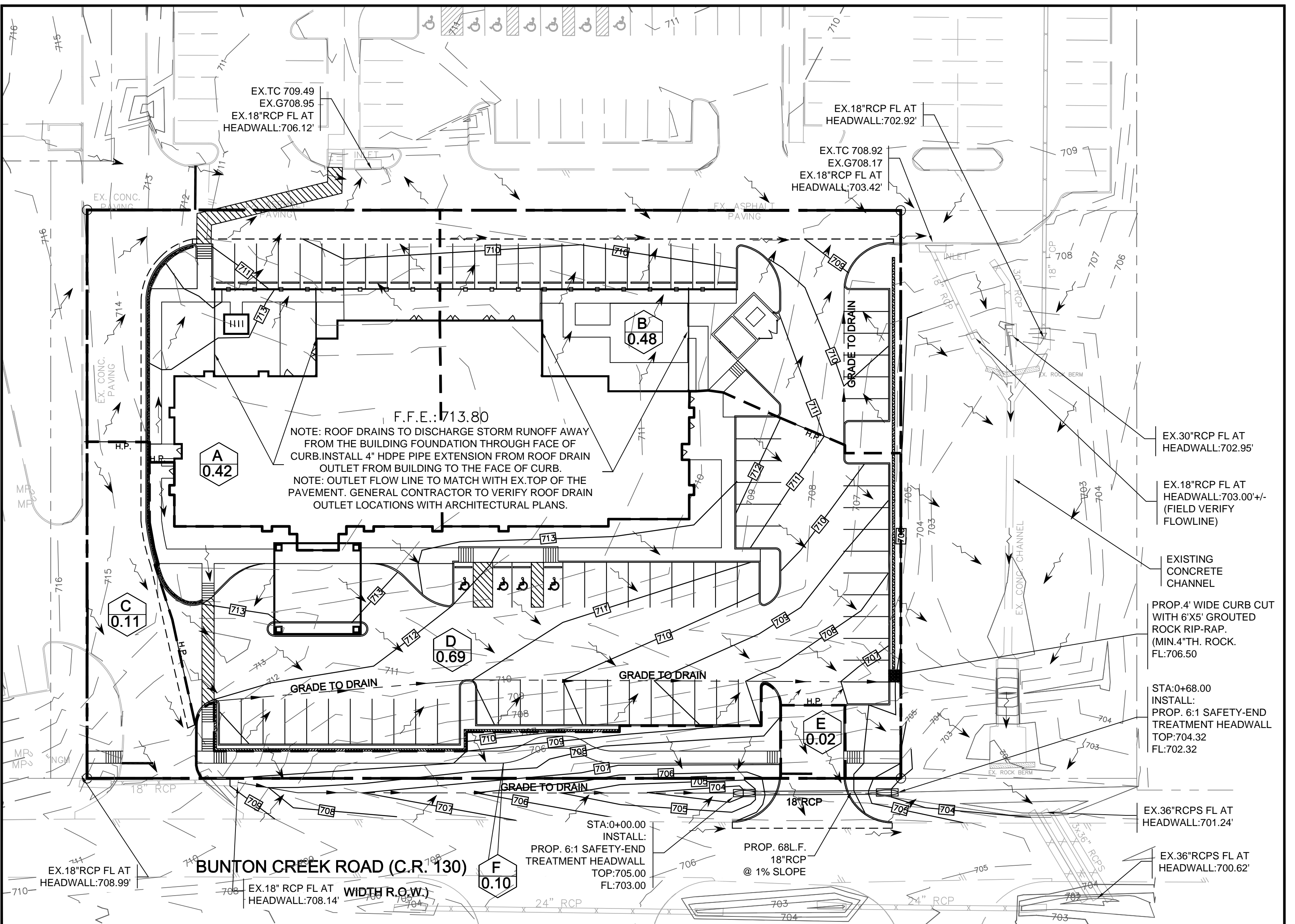
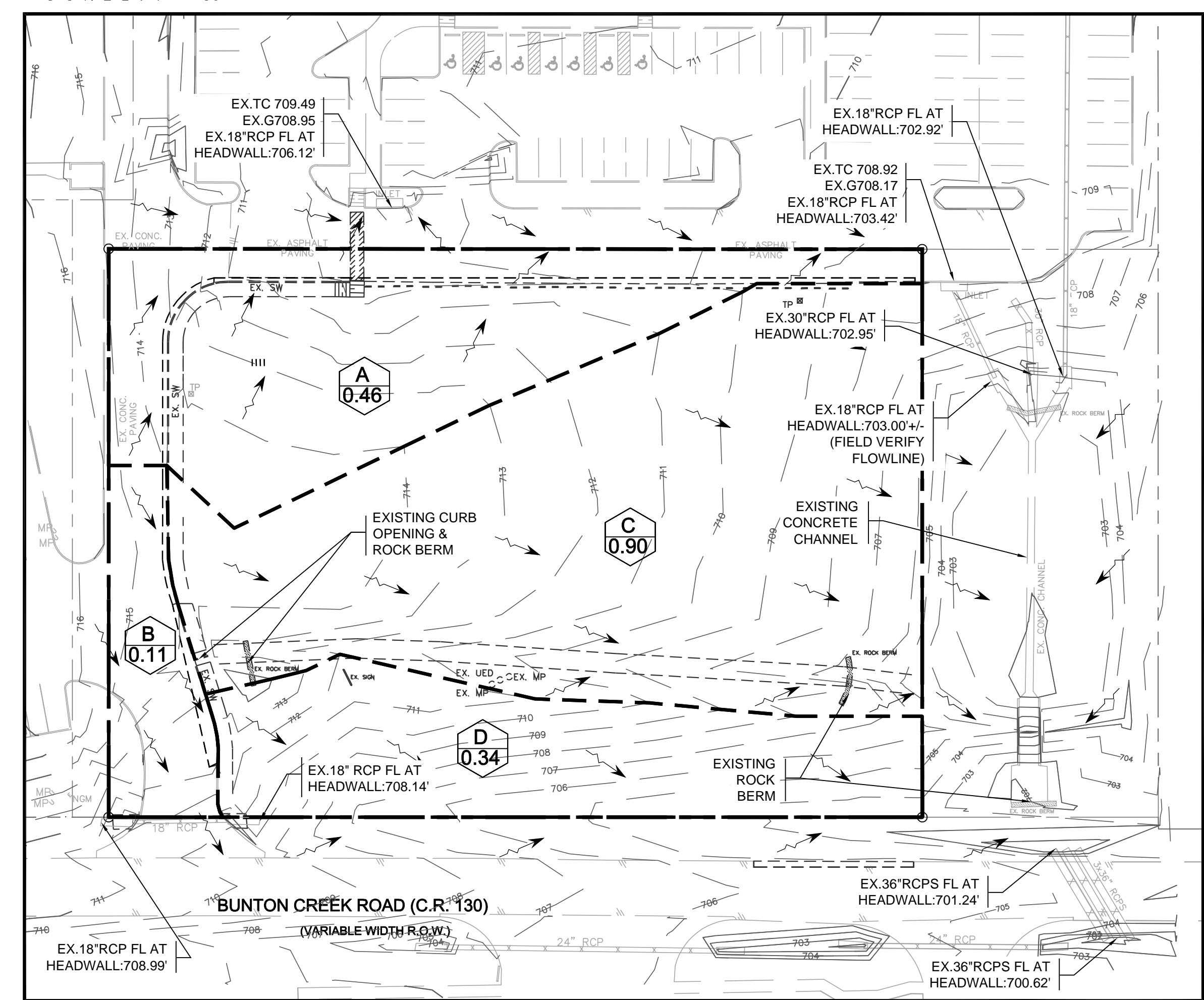
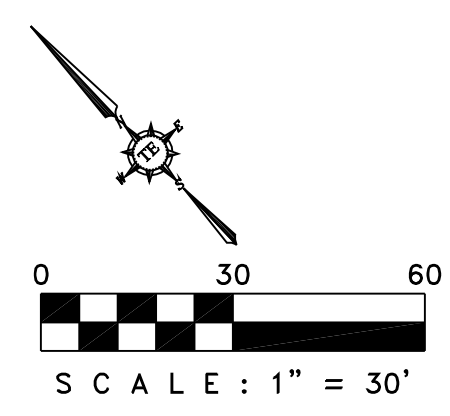
Planning | Civil Engineering | Construction Management

DESIGN/DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	RG	08/01/15	1"=30'	032-15

**5**

TX PE FIRM #11525

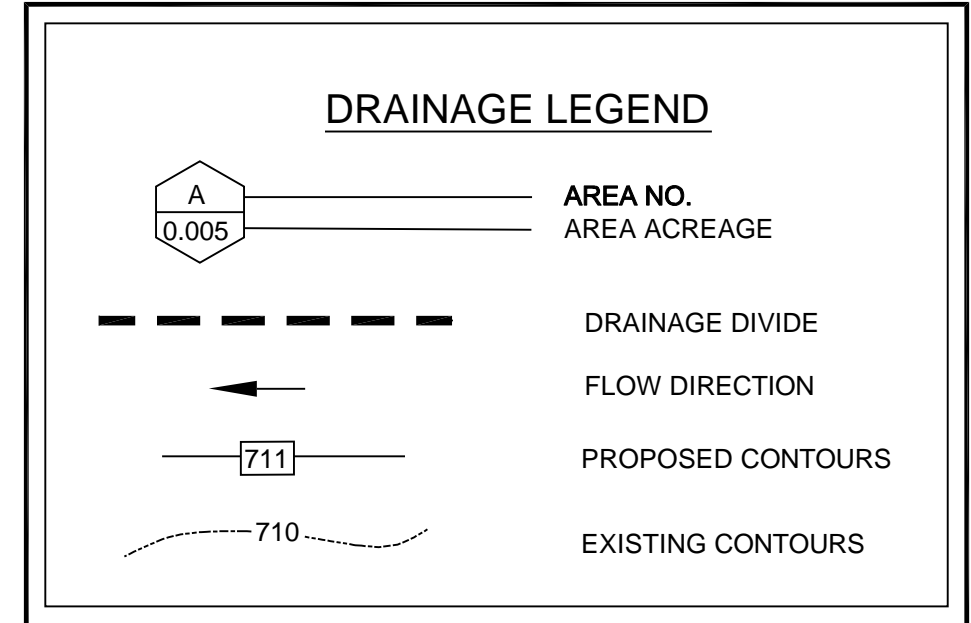




Casting No.	A	B	C	C-C	E	EE	F	T
R-3262-1	5	10	4	4	6	5	7	1
R-3262-2	6	10	4	4	6 1/4	5	6	2 1/4
R-3262-3	5	10	4	1 1/2	5	6 1/2	6 1/2	1
R-3262-4	5	10	4	16	7	17	6 3/8	2
R-3262-5	6	10	5	5	5	7 1/4	9	2

PRE-DEVELOPMENT DRAINAGE AREA MAP (SCALE 1:40)

Drainage Area	C	Tc (min)	I-100 (in/hr)	A (acres)	Q Peak (cfs)
DA-A	0.35	10	9.70	0.46	1.56
DA-B	0.90	10	9.70	0.11	0.96
DA-C	0.35	10	9.70	0.90	3.05
DA-D	0.35	10	9.70	0.34	1.15



GENERAL NOTES - STORM DRAINAGE IMPROVEMENTS

- ALL PUBLIC STORM SEWER AND CULVERT PIPE AND FITTINGS SHALL BE ASTM C76, CLASS III REINFORCED CONCRETE PIPE (RCP), INSTALLED WITH COMPRESSIVE TYPE JOINTS.
- ALL PRIVATE STORM SEWER SHALL BE "N-12 HIGH PERFORMANCE PIPE" MANUFACTURED BY ADVANCE DRAINAGE SYSTEM (ADS).
- AFTER COMPLETION OF ALL STORM SEWER INSTALLATION, THE CONTRACTOR SHALL PERFORM A TELEVISION INSPECTION AND PROVIDE A VIDEOTAPE TO THE PUBLIC WORKS DEPARTMENT.
- STORM SEWER PIPES LARGER THAN 36" MUST BE WIPED WITH NON-SHRINK GROUT AFTER INSPECTION AND APPROVAL.

NOTE

- VERIFY ROOF DRAIN LOCATION WITH ARCHITECTURAL PLANS.
- ALL ROOF DRAINS TO CONNECT STORM SEWER SYSTEM.
- POSITIVE DRAINAGE SHALL BE ALLOWED AROUND THE BUILDING FOUNDATION TO PREVENT WATER GOING TO BUILDING.

BENCHMARKS

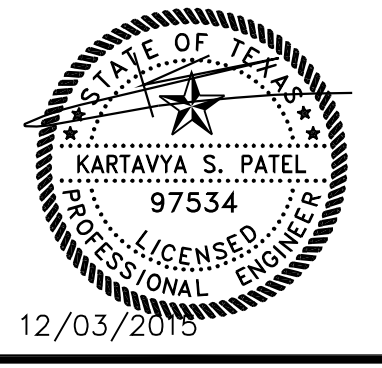
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ELEV. 727.33' (NAVD 1988, 1991 ADJUSTED)

POST-DEVELOPMENT DRAINAGE AREA MAP

Drainage Area	C	Tc (min)	I-100 (in/hr)	A (acres)	Q Peak (cfs)
DA-A	0.90	10	11.60	0.42	4.38
DA-B	0.90	10	11.60	0.48	5.01
DA-C	0.90	10	11.60	0.11	1.15
DA-D	0.90	10	11.60	0.69	7.20
DA-E	0.90	10	11.60	0.02	0.21
DA-F	0.35	10	11.60	0.10	0.41

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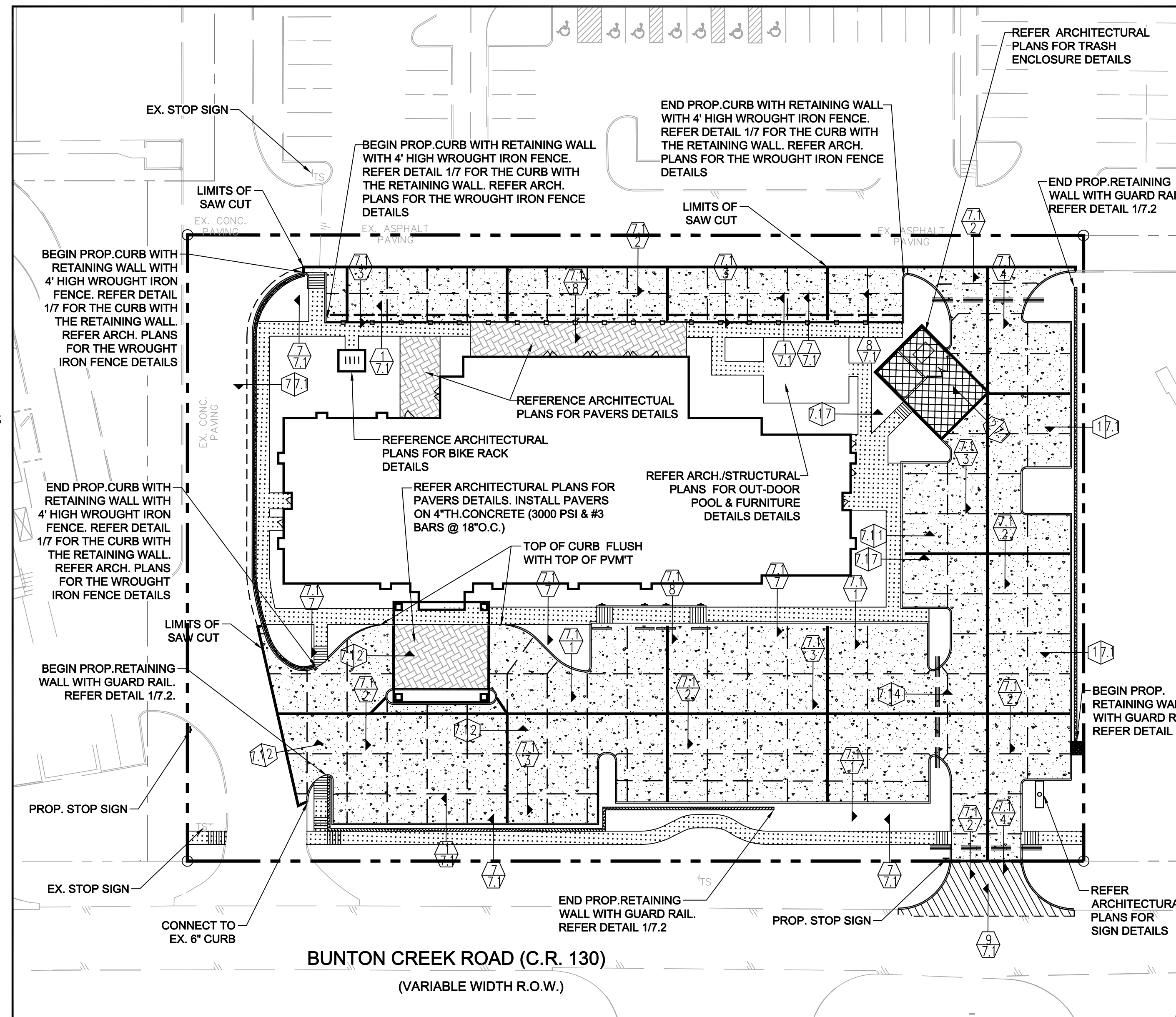
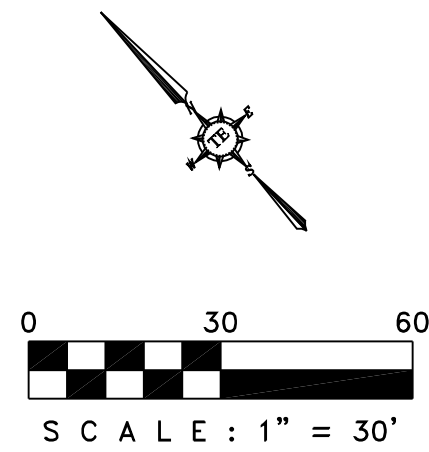
DRAINAGE PLAN  
HAMPTON INN  
BUNTON ROAD  
CITY OF THE KYLE  
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 Planning | Civil Engineering | Construction Management  
 DESIGN DRAWN: KP, DATE: 08/01/15, SCALE: 1"=30', PROJECT NO.: 032-15, SHEET NO.: 6  
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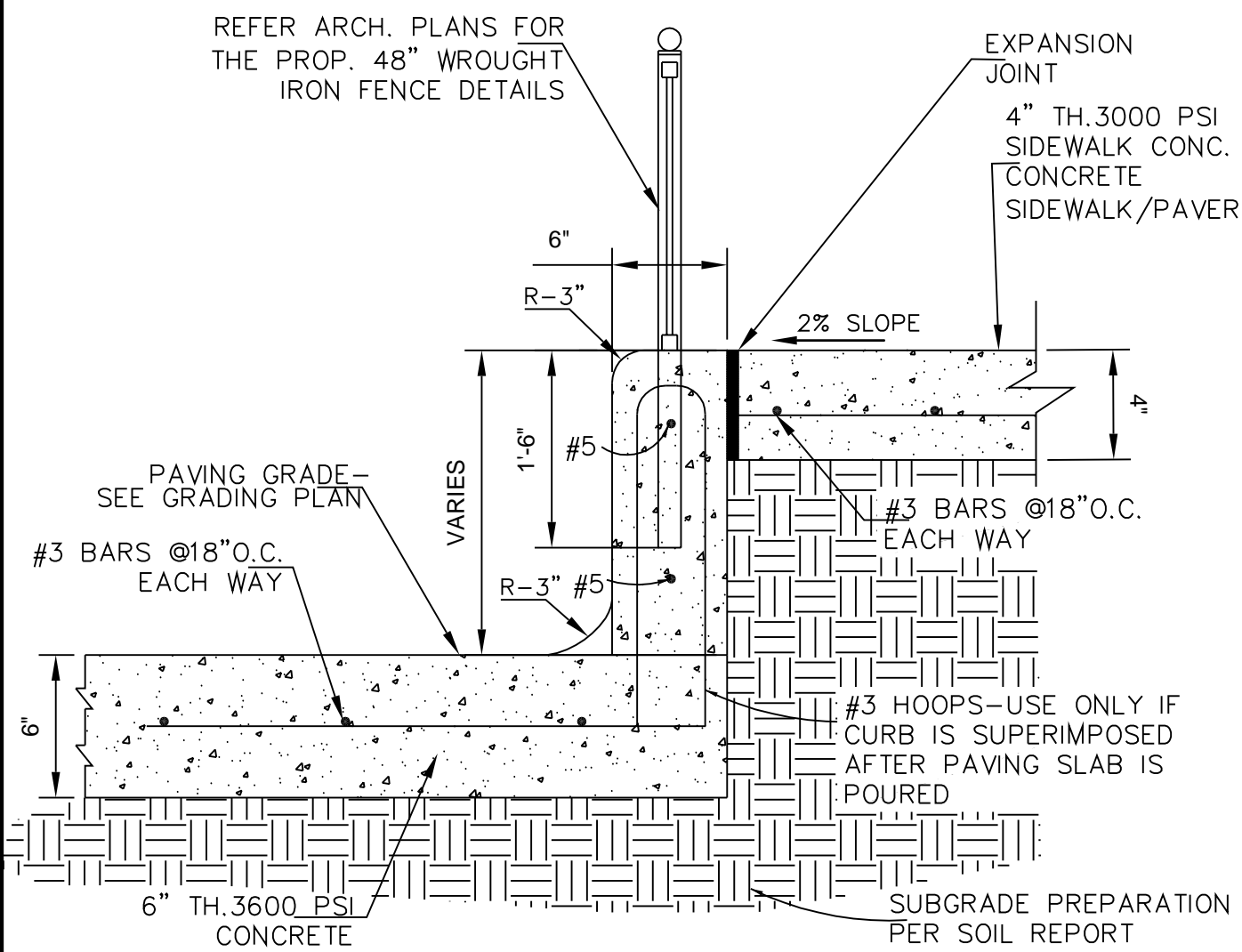
# HAMPTON INN SITE DEVELOPMENT

1.809 ACRES LOT 3 BLOCK "A"  
OF THE GHH BUNTON CREEK ADDITION  
CITY OF KYLE, HAYS COUNTY, TEXAS



### GENERAL NOTES - PAVING IMPROVEMENTS

- STRIP & REMOVE FROM THE CONSTRUCTION AREA ALL TOPSOIL, ORGANICS & VEGETATION TO A MINIMUM DEPTH OF 6 INCHES.
- SOFT SOILS SHOULD BE REMOVED UNTIL FIRM SOIL IS REACHED. THE SOFT SOILS CAN BE AERATED AND PLACED BACK IN EIGHT-INCH LOOSE LIFTS AND COMPACTED TO 95% AS SPECIFIED BY ASTM D-698. TREE STUMPS, TREE ROOTS, OLD SLABS, OLD FOUNDATIONS AND EXISTING PAVEMENTS SHOULD BE REMOVED FROM THE STRUCTURE AREA. IF THE TREE STUMPS AND ROOTS ARE LEFT IN PLACE, SETTLEMENT AND TERMITE INFESTATION MAY OCCUR. ONCE A ROOT SYSTEM IS REMOVED, A VOID IS CREATED IN THE SUBSOIL. IT IS RECOMMENDED TO FILL THESE VOIDS WITH STRUCTURAL FILL OR CEMENT-STABILIZED SAND AND COMPACT TO 95% AS SPECIFIED BY ASTM D-698. ANY LOW-LYING AREAS INCLUDING RAVINES, DITCHES, SWAMPS, ETC. SHOULD BE FILLED WITH STRUCTURAL FILL AND PLACED IN EIGHT-INCH LIFTS. EACH LIFT SHOULD BE COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY AS SPECIFIED BY ASTM D-698.
- THE EXPOSED SUBGRADE SHOULD BE SCARIFIED TO A MINIMUM DEPTH OF SIX (6) INCHES. THE SUBGRADE SHOULD THEN BE COMPACTED TO 95% OF THE MAXIMUM DENSITY AS DETERMINED BY THE STANDARD MOISTURE DENSITY RELATIONSHIP (ASTM D-698). IN THE EVENT THAT THE UPPER SIX (6) INCHES CANNOT BE COMPACTED DUE TO EXCESSIVE MOISTURE, WE RECOMMEND THAT THESE SOILS BE EXCAVATED AND REMOVED OR CHEMICALLY STABILIZED TO PROVIDE A FIRM BASE FOR FILL PLACEMENT.
- THE LOW SWELL POTENTIAL SELECT FILL SHOULD BE CLEANED AND FREE OF ORGANIC MATTER OR OTHER DELETERIOUS MATERIAL. THE FILL SHOULD BE PLACED IN MAXIMUM 6-INCH LOOSE LIFTS AND COMPACTED TO A MINIMUM OF 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D 698 (STANDARD PROCTOR). THE MOISTURE CONTENT AT THE TIME OF COMPACTION SHOULD BE AT, OR ABOVE THE OPTIMUM VALUE AS DEFINED BY ASTM D 698. THE REFERENCED MOISTURE CONTENT AND DENSITY SHOULD BE MAINTAINED UNTIL CONSTRUCTION IS COMPLETE.
- PROOF-ROLL THE SUBGRADE IN ACCORDANCE WITH CITY OF AUSTIN'S CURRENT "STANDARD SPECIFICATION" TO REVEAL SOFT SPOTS. SOFT AREAS SHOULD BE REWORKED & COMPACTED UNTIL THEY CAN BE SUCCESSFULLY PROOF-ROLLED.
- A MINIMUM STABILIZED SUBGRADE DEPTH OF 6 INCHES IS RECOMMENDED BELOW THE BOTTOM OF THE PROPOSED PAVEMENT. WE RECOMMEND THAT THE DEPTH OF STABILIZED SUBGRADE BE INCREASED TO 8-INCH FOR HEAVY TRAFFIC AREAS. IT IS TO BE NOTED THAT THE ACTUAL AMOUNT OF LIME REQUIRED BE DETERMINED AFTER STRIPPING OF THE SUBGRADE.
- A FULL THICKNESS OF THE BASE COURSE SHOULD BE EXTENDED 5 FEET BEYOND THE BACK OF CURB LINE.
- THE FILL SOILS SHOULD EXTEND AT LEAST TEN FEET BEYOND THE PERIMETER OF THE STRUCTURE.
- THE CONCRETE IN HEAVY DUTY PAVEMENT AREAS SHOULD HAVE A 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI WITH ENTRAINED AIR OF 5 PERCENT (+1%). A SAND LEVELING COURSE SHOULD NOT BE PERMITTED BENEATH PAVEMENTS. THE CONCRETE SHOULD BE PLACED WITHIN ONE AND HALF HOURS OF BATCHING. DURING HOT WEATHER CONCRETE PLACEMENT SHOULD FOLLOW ACI 311 HOT WEATHER CONCRETING. IN NO CASE SHOULD CONCRETE TEMPERATURE EXCEED 95°F.
- THE EXPANSION JOINT SPACING SHALL BE AT 60' MAX.
- CONTROL JOINTS FORMED BY SAWING ARE RECOMMENDED AT MAX. 12' IN BOTH LONGITUDINAL AND TRANSVERSE DIRECTIONS. CONTROL JOINT SHALL BE SAWED WITHIN 3 HOURS AFTER PLACING CONCRETE. JOINTS SHALL BE PROPERLY CLEANED AND SEALED AS SOON AS POSSIBLE AFTER JOINTS ARE CUT.
- DRAINAGE SHOULD BE MAINTAINED AWAY FROM THE FOUNDATION, BOTH DURING AND AFTER CONSTRUCTION. WATER SHOULD NOT BE ALLOWED TO POND NEAR THE FOUNDATION. THE FOLLOWING ITEMS SHOULD PROVIDE FOR POSITIVE DRAINAGE OF WATER AWAY FROM THE FOUNDATION: SIDEWALKS AND OTHER CONCRETE FLAT WORK, PARKING AREAS, DRIVEWAYS AND OTHER SURFACE DRAINAGE FEATURES, AND LANDSCAPING.
- FRENCH DRAINS ARE RECOMMENDED AROUND ANY SLABS WHERE SEEPING GROUND WATER IS ENCOUNTERED DURING CONSTRUCTION.
- SIDEWALK AROUND THE BUILDING SHALL NOT BE STRUCTURALLY CONNECTED TO THE BUILDING FOUNDATION UNLESS IT'S NOTED ON THE STRUCTURAL PLANS.
- ANY STAGE IN THE CONSTRUCTION OF THE PAVEMENT A NON-STABLE OR WEAVING CONDITION OF THE SUBGRADE OR BASE COURSE BE NOTED UNDER THE WHEEL LOADS OF CONSTRUCTION EQUIPMENT. SUCH AREAS SHOULD BE DELINEATED AND GEOTECHNICAL ENGINEER CONSULTED FOR REMEDIATION BEFORE COMPLETING THE PAVEMENT SECTION.
- ALL EXPANSION JOINTS AND CRACK CONTROL JOINTS SHOULD BE SEALED TO PREVENT THE INFILTRATION OF WATER INTO THE SUBSURFACE. THIS IS PARTICULARLY IMPORTANT AROUND IRRIGATED LANDSCAPING AND ALONG THE DRAINAGE PATH OF ROOF DOWNSPOUTS.
- LANDSCAPE ISLANDS SHOULD BE BACKFILLED WITH LOW PLASTICITY CLAYS TO REDUCE WATER INTRUSION INTO THE SUBSURFACE PAVEMENT STRUCTURES. CURBS SHOULD BE PROVIDED WITH WEEP HOLES IN LANDSCAPE AREAS TO REDUCE THE BUILD UP OF HYDROSTATIC PRESSURE AND TO REDUCE THE INTRUSION OF WATER INTO THE SUBSURFACE MATERIAL.
- CURB AND GUTTER SHALL CONSIST OF STEEL REINFORCED CONCRETE AND SHALL BE SIX (6") INCHES HIGH AND TWENTY FOUR (24") INCHES WIDE.
- THE PARKWAYS AND STREETS SHALL BE ROUGH CUT TO A PLUS OR MINUS ONE-TENTH (0.1) FEET OF THEIR RESPECTIVE FINAL GRADES.
- CONSTRUCTION OF WHEEL CHAIR RAMPS WILL BE THE RESPONSIBILITY OF THE PAVING CONTRACTOR AT THE TIME OF PUBLIC IMPROVEMENTS.
- THE CONTRACTOR SHALL PROCEED WITH PAVING NO MORE THAN SEVENTY-TWO (72) HOURS AFTER DENSITY / MOISTURE TESTS HAVE BEEN TAKEN AND PASSED BY A REGULAR TESTING FIRM. COPIES OF THE TEST RESULTS SHALL BE FURNISHED TO THE CITY. IN THE EVENT PAVING OPERATIONS HAVE NOT COMMENCED WITHIN THE SEVENTY-TWO-(72) HOUR LIMIT, A RETEST SHALL BE REQUIRED AT THE CONTRACTOR'S EXPENSE.
- MANHOLE RIM ELEVATIONS, CLEAN-OUTS, VALVE BOXES, FIRE HYDRANTS, ETC. SHALL BE ADJUSTED TO FINISHED GRADE BY THE PAVING CONTRACTOR AT THE TIME OF PAVING.
- THE PAVING CONTRACTOR SHALL BE RESPONSIBLE FOR ALL "PERMANENT SURVEY REFERENCE MONUMENTS" AS DESCRIBED IN THE SUBDIVISION ORDINANCE INCLUDING CONCRETE MONUMENTS AT ALL BOUNDARY CORNERS.

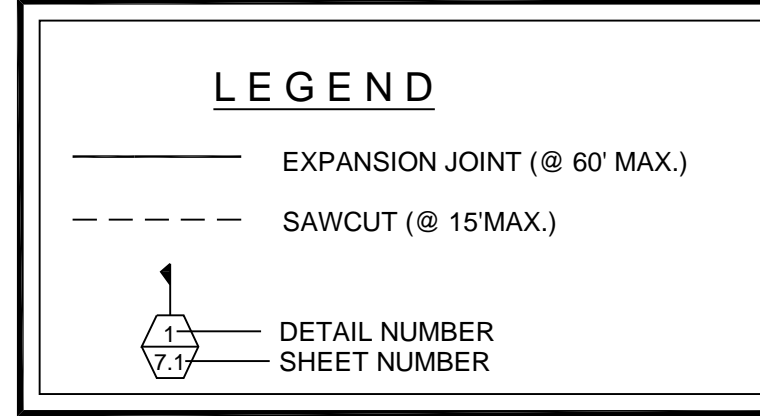


1 VARIABLE HEIGHT CURB DETAILS ALONG SIDEWALK  
7 N.T.S.

**FIRE DEPARTMENT - CAPTAIN MARK SCHULTZ NOTES:**  
PHONE: (512) 268-3131

- CONTRACTOR SHALL PROVIDE COMPACTED FLEXIBLE BASE PAVEMENT PRIOR TO CONSTRUCTION OF COMBUSTIBLE MATERIALS AS AN ALL-WEATHER-DRIVING-SURFACE
- DESIGNATED NO PARKING - FIRE LANE WITH CURB PAINTED RED AND WHITE STENCIL IN "FIRELANE/NO PARKING" IN LETTERING TEXT IN 30" INTERVALS.
- THE BUILDING WILL REQUIRE A KNOX BOX.
- THE BUILDING WILL REQUIRE A STANDPIPE SYSTEM.

PROPOSED RIGID PAVEMENT				
PAVEMENT THICKNESS	LEGEND	SUBGRADE	PROP. REINFORCEMENT	PROP. USE
4" THICK CONC. PAVEMENT 3,000 P.S.I.		6" MIN. THICK LIME STABILIZED SUBGRADE RECOMMENDED	NO.3 REBAR @ 18" O.C. EACH WAY	SIDEWALK
5" THICK CONC. PAVEMENT 3,600 P.S.I.		6" MIN. THICK LIME STABILIZED SUBGRADE RECOMMENDED	NO.3 REBAR @ 18" O.C. EACH WAY	PARKING LOT AREA
6" THICK CONC. PAVEMENT 3,600 P.S.I.		6" MIN. THICK LIME STABILIZED SUBGRADE RECOMMENDED	NO.3 REBAR @ 18" O.C. EACH WAY	TRASH ENCLOSURE AREA
7" THICK CONC. PAVEMENT 4,000 P.S.I.		8" MIN. THICK LIME STABILIZED SUBGRADE RECOMMENDED	NO.3 REBAR @ 18" O.C. EACH WAY	DRIVEWAY AREA



NOTE:  
IN THE EVENT THAT THE CITY HAS TO PERFORM ANY FUTURE MAINTENANCE ON WATER LINES, THE CITY WILL EXCAVATE AND REPAIR THE LINE AND BRING IT BACK TO THE SURFACE. ANY CONCRETE OR ASPHALT WORK NEEDED AT THE SURFACE WILL BE THE PROPERTY OWNER'S EXPENSE.

NO.	DATE	DESCRIPTION	BY
1	09/21/15	1st CITY SUBMITTAL	KP
2	11/02/15	2nd CITY RESUBMITTAL	KP
3	11/22/15	3rd CITY RESUBMITTAL	KP
4	12/03/15	4th CITY RESUBMITTAL	KP

12/03/2015

**PAVING PLAN**  
HAMPTON INN  
BUNTON ROAD  
CITY OF THE KYLE  
HAYS COUNTY, TEXAS

T: 214.609.9271 | F: 469.359.6709 | E: kpatel@triangle-engr.com  
W: triangle-engr.com | O: 1333 McDermott Drive, Suite 200, Allen, TX 75013

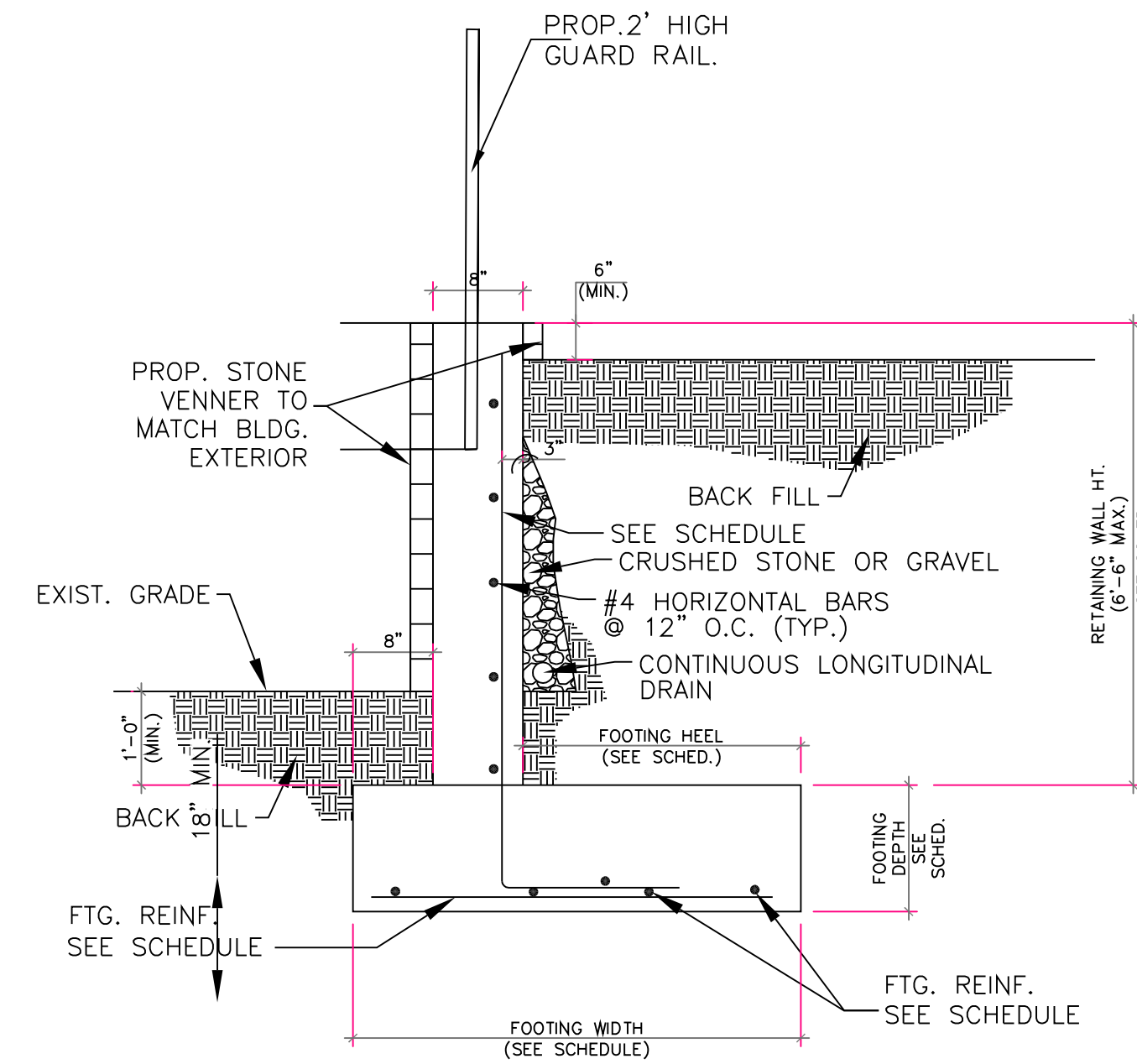
Planning | Civil Engineering | Construction Management

DESIGN/DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	08/01/15	1":30'	032-15	7

TX PE FIRM #11525

# HAMPTON INN SITE DEVELOPMENT

1.809 ACRES LOT 3 BLOCK "A"  
OF THE GHH BUNTON CREEK ADDITION  
CITY OF KYLE, HAYS COUNTY, TEXAS



NOTE: BACKFILL BEHIND THE WALL  
SHALL BE DRAINED PROPERLY  
AS PER GEOTECHNICAL REPORT

## RETAINING WALL SCHEDULE

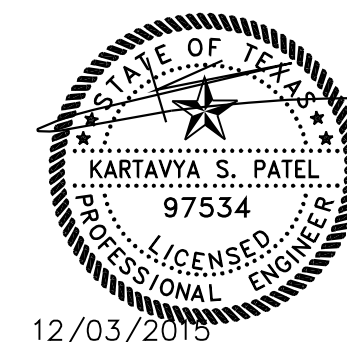
WALL HEIGHT	FTG. WIDTH	FTG. DEPTH	FTG. HEEL	FTG. REINF.	WALL VERTICAL REINF.
6'-6" TO 4'-6"	3'-9"	22"	2'-5"	5-#5 CONT. #6 @ 12" O.C. TRANSV.	#6 @ 8" O.C.
4'-6" TO 3'-6"	3'-0"	18"	1'-8"	4-#4 CONT. #5 @ 12" O.C. TRANSV.	#4 @ 8" O.C.
3'-0" TO 1'-0"	2'-6"	12"	1'-2"	3-#4 CONT. #4 @ 10" O.C. TRANSV.	#4 @ 12" O.C.

1 RETAINING WALL DETAILS  
7.2 N.T.S.

NOTE:  
IN THE EVENT THAT THE CITY HAS TO PERFORM ANY FUTURE MAINTENANCE ON WATER LINES, THE CITY WILL EXCAVATE AND REPAIR THE LINE AND BRING IT BACK TO THE SURFACE. ANY CONCRETE OR ASPHALT WORK NEEDED AT THE SURFACE WILL BE THE PROPERTY OWNER'S EXPENSE.

NO.	DATE	DESCRIPTION	BY
1	09/21/15	1st CITY SUBMITTAL	KP
2	11/02/15	2nd CITY RESUBMITTAL	KP
3	11/22/15	3rd CITY RESUBMITTAL	KP
4	12/03/15	4th CITY RESUBMITTAL	KP

12/03/2015



DETAILS-2  
HAMPTON INN  
BUNTON ROAD  
CITY OF THE KYLE  
HAYS COUNTY, TEXAS

**TRIANGLE**  
ENGINEERING LLC

T: 214.609.9271 | F: 469.359.6709 | E: kpatel@triangle-engr.com  
W: triangle-engr.com | O: 1333 McDermott Drive, Suite 200, Allen, TX 75013

Planning | Civil Engineering | Construction Management

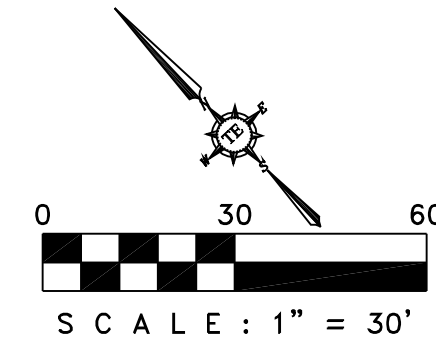
DESIGN/DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	08/01/15	1":30'	032-15	7.2

TX PE FIRM #11525



# HAMPTON INN SITE DEVELOPMENT

1.809 ACRES LOT 3 BLOCK "A"  
OF THE GHH BUNTON CREEK ADDITION  
CITY OF KYLE, HAYS COUNTY, TEXAS



## CITY OF AUSTIN WASTE WATER & WATER GENERAL NOTES:

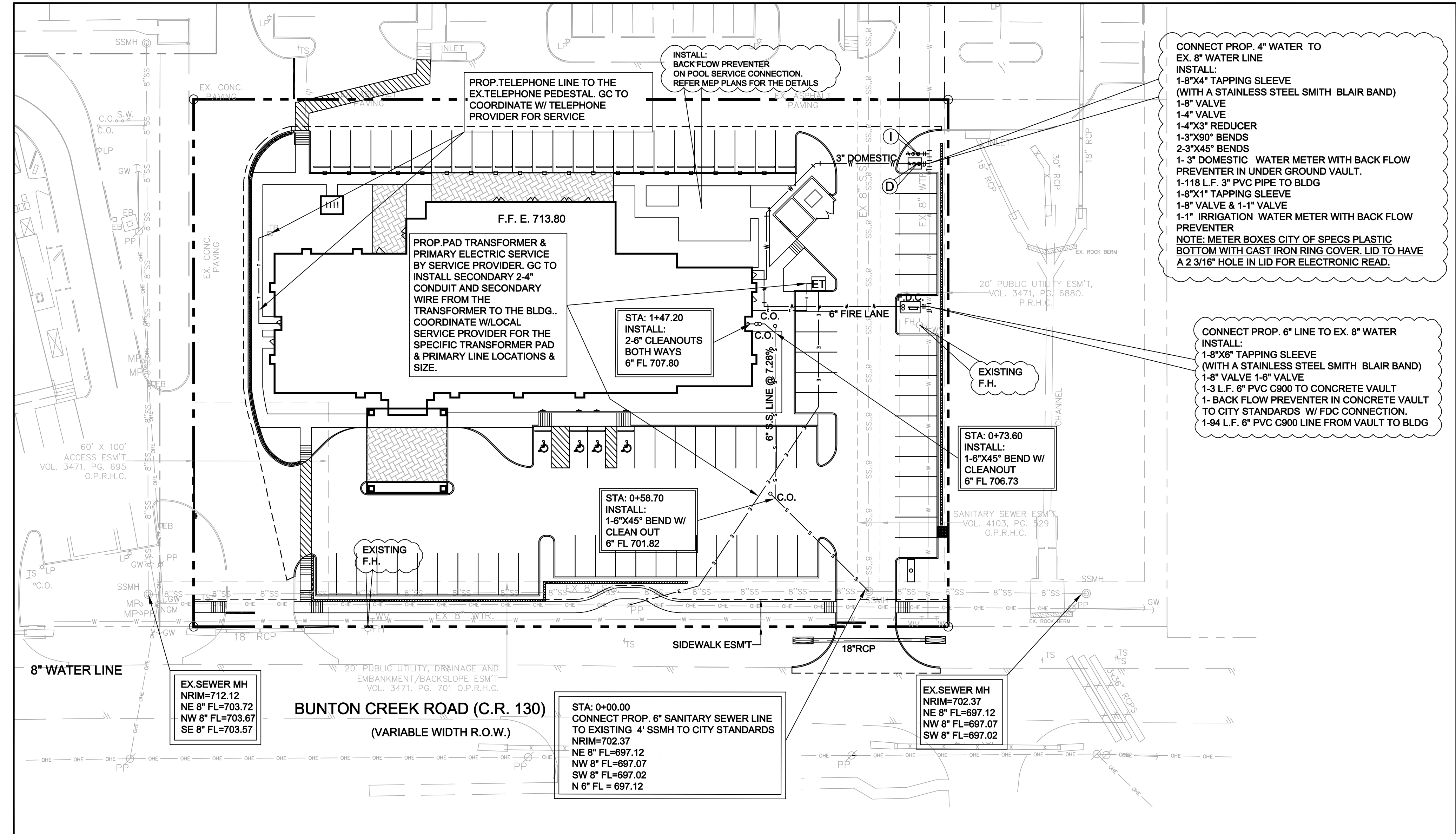
### WASTEWATER NOTES:

- MANHOLE FRAMES AND COVERS AND WATER VALVE BOXES SHALL BE RAISED TO FINISHED PAVEMENT GRADE AT THE OWNER'S EXPENSE BY THE CONTRACTOR WITH THE CITY APPROVAL. ALL UTILITY ADJUSTMENTS SHALL BE COMPLETED PRIOR TO FINAL PAVING CONSTRUCTION.
- THE LOCATION OF ANY EXISTING UTILITY LINES SHOWN ON THESE PLANS MAY NOT BE ACCURATE. ANY DAMAGE TO EXISTING UTILITY LINES, BOTH KNOWN AND UNKNOWN, SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR. THE CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO BIDDING THE PROJECT.
- ALL IRON PIPE AND FITTINGS SHALL BE WRAPPED WITH AT LEAST 8 MIL. POLYETHYLENE WRAP.
- ALL WATER MAINS, WASTEWATER MAINS AND SERVICE LINES SHALL MEET CITY OF AUSTIN MINIMUM COVER SPECIFICATIONS. ALL STREETS ARE TO BE CUT TO SUBGRADE PRIOR TO INSTALLATION OF WATER MAINS OR CUTS WILL BE ISSUED BY THE ENGINEER.
- WHERE 48-INCHES OF COVER BELOW SUBGRADE CANNOT BE ACHIEVED FOR WASTEWATER SERVICE LINES ALTERNATE MATERIALS MAY BE USED. A MINIMUM OF 36-INCHES OF COVER BELOW SUBGRADE SHALL BE ACHIEVED. ANY WASTEWATER SERVICE LINE WITH COVER BETWEEN 36-INCH AND 48-INCHES SHALL BE SDR-26 PVC PRESSURE PIPE.
- GASKETED PVC SEWER MAIN FITTINGS SHALL BE USED TO CONNECT SDR-35 PVC TO SDR-26 PVC PRESSURE PIPE OR C-900.
- PIPE MATERIALS TO BE USED FOR CONSTRUCTION OF UTILITY LINES: WASTEWATER-FORCE MAIN (NOTE: SDR-35 WW IS NOT ALLOWED IN THE ROW)
- ALL SANITARY SEWERS, EXCLUDING SERVICE LINES, SHALL BE MANDREL TESTED PER TCEQ (TEXAS COMMISSION ON ENVIRONMENTAL QUALITY) CRITERIA. A MANDREL TEST WILL NOT BE PERFORMED UNTIL BACKFILL HAS BEEN IN PLACE FOR A MINIMUM OF 30 DAYS.
- ALL WASTEWATER LINES 10" AND LARGER SHALL BE TV VIDEO TAPED ACCORDING TO COA 510 AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL SUPPLY TWO COPIES TO THE CITY'S FIELD REPRESENTATIVE. NO SEPARATE PAY UNLESS NOTED ON THE BID FORM.
- ALL SANITARY SEWERS, INCLUDING SERVICE LINES, SHALL BE AIR TESTED PER CITY OF AUSTIN STANDARD SPECIFICATIONS.
- DENSITY TESTING OF COMPACTED BACKFILL SHALL BE MADE AT A RATE OF ONE TEST PER TWO FOOT LIFTS PER 500 FEET OF INSTALLED PIPE.
- CITY SHALL BE GIVEN 48 HOURS NOTICE PRIOR TO ALL TESTING OF WATER AND WASTEWATER LINES. CITY INSPECTION IS REQUIRED FOR ALL TESTING OF WATER AND WASTEWATER LINES.
- WHERE A WATER OR WASTEWATER LINE CROSSES ABOVE (OR BELOW) A STORM SEWER STRUCTURE AND THE BOTTOM (OR TOP) OF THE PIPE IS WITHIN 18 INCHES OF THE TOP (OR BOTTOM) OF THE UTILITY STRUCTURE, THE PIPE SHALL BE ENCASED WITH CONCRETE FOR A DISTANCE OF AT LEAST 1 FT. ON EITHER SIDE OF THE DITCH LINE OF THE UTILITY STRUCTURE OR THE STORM SEWER. CONCRETE ENCASEMENT WILL NOT BE REQUIRED FOR DUCTILE IRON (THICKNESS CLASS 50), AWWA C-900 (SDR-18) 150 PSI RATED PVC IN SIZES TO 12 INCHES OR AWWA C-905 (SDR-25) 165 PSI RATED PVC IN SIZES LARGER THAN 12 INCHES. CONCRETE ENCASEMENT SHALL CONFORM TO C.O.A. STANDARD DETAIL 505-1.
- THE ALLOWABLE (MAXIMUM) ADJUSTMENT FOR A MANHOLE SHALL BE 12" (INCHES) OR LESS.
- WHERE A SEWER LINE CROSSES A WATER LINE, THE SEWER LINE SHALL BE ONE 20 FT. JOINT OF 150 PSI RATED PVC CENTERED ON CROSSING.
- ALL MANHOLE AND INLET COVERS SHALL READ "CITY OF KYLE".
- CONTRACTOR TO NOTIFY, AND OBTAIN APPROVAL FROM, THE CITY OF KYLE 48 HOURS PRIOR TO CONNECTING TO EXISTING CITY UTILITIES.
- ALL PIPE BEDDING MATERIAL SHALL CONFORM TO CITY OF AUSTIN STANDARD SPECIFICATIONS.
- UNLESS OTHERWISE SPECIFIED BY THE ENGINEER ALL CONCRETE IS TO BE CLASS "A" (5 SACK, 3000 PSI - 28-DAYS), AND ALL REINFORCING STEEL TO BE ASTM A615 60.
- ALL WASTEWATER MANHOLES TO BE COATED WITH MATERIALS AND PROCEDURES LISTED IN CITY OF AUSTIN QUALIFIED PRODUCTS LIST NO. WW-511 (WW-511A AND WW-511B ARE NOT ALLOWED). ALL MANHOLES WILL BE PRE-COATED OR COATED AFTER TESTING.
- ALL MANHOLES WILL BE VACUUM TESTED ONLY.
- TRACER TAPE AND MARKING TAPE SHALL BE INSTALLED ON ALL WATER AND WASTEWATER MAINS IN ACCORDANCE WITH CITY OF AUSTIN STANDARDS, REGARDLESS OF THE TYPE OF PIPE.
- POLYBIRD COATINGS ON WASTEWATER MANHOLES WILL NOT BE ALLOWED. ANY OTHER PRODUCT APPEARING ON THE COA SPL WW-511 IS ACCEPTABLE.
- ALL PRESSURE PIPE SHALL HAVE MECHANICAL RESTRAINT AND CONCRETE THRUST BLOCKING AT ALL VALVES, BENDS, TEES, PLUGS, AND OTHER FITTINGS.

### WATER NOTES:

- THE TOP OF VALVE STEMS SHALL BE AT LEAST 18", AND NO MORE THAN 36", BELOW FINISHED GRADE. VALVE STEM RISERS SHALL BE WELDED ON EACH END TO THE CITY'S SATISFACTION.
- FIRE HYDRANT LEADS TO BE DUCTILE IRON, CLASS 350, AND INSTALLED PER CITY OF AUSTIN STANDARD SPECIFICATIONS AND DETAIL.
- PRIOR TO INSTALLATION OF FIRE HYDRANTS, THE ENGINEER WILL PROVIDE THE CONTRACTOR ONE (1) CUT FROM A HUB PIN, ESTABLISHING THE ELEVATION OF THE BURY LINE.
- THE ENGINEER SHALL PROVIDE CUTS FOR ALL WATER LINES AT ALL STORM SEWER CROSSINGS TO THE CITY OF KYLE.
- PIPE MATERIALS TO BE USED FOR CONSTRUCTION OF UTILITY LINES: WATER - COPPER PIPE AND FITTINGS ARE NOT PERMITTED WITHIN THE RIGHT-OF-WAY.
- APPROVED 5 1/2" FIRE HYDRANTS: AMERICAN FLOW CONTROL, B&B MUELLER COMPANY, SUPER CENTURION 250 CLOW MEDALLION HYDRANT AMERICAN AVK COMPANY, SERIES 27 (MODEL 2780)
- ALL FIRE HYDRANTS MUST MEET CITY OF KYLE THREAD SPECIFICATIONS (NATIONAL THREAD)
- BLUE REFLECTOR MARKERS SHALL BE LOCATED ON THE CENTERLINE OF THE PAVEMENT ACROSS FROM ALL FIRE HYDRANTS. PAVEMENT MARKERS AT INTERSECTIONS SHALL BE FOUR-SIDED.
- ALL WATER LINES, INCLUDING SERVICE LINES, SHALL BE PRESSURE AND LEAK TESTED PER CITY OF AUSTIN STANDARD SPECIFICATIONS AND WITNESSED BY THE CITY OF KYLE REPRESENTATIVE. ALL TESTING IS TO BE THE RESPONSIBILITY OF THE CONTRACTOR, AND THE CONTRACTOR MAY BE REQUIRED TO RE-TEST LINES IF THE TESTING IS NOT WITNESSED BY THE CITY. CONTRACTOR MUST NOTIFY THE CITY OF KYLE 48 HOURS PRIOR TO ANY TESTING.
- ALL WATER LINES SHALL BE STERILIZED AND BACTERIOLOGICALLY TESTED IN ACCORDANCE WITH CITY OF AUSTIN STANDARDS. THE CONTRACTOR IS RESPONSIBLE FOR STERILIZATION AND THE CITY OF KYLE IS RESPONSIBLE FOR SUBMITTING BACTERIOLOGICAL SAMPLES TO THE STATE.
- DENSITY TESTING OF COMPACTED BACKFILL SHALL BE MADE AT A RATE OF ONE TEST PER TWO FOOT LIFTS PER 500 FEET OF INSTALLED PIPE.
- CONTRACTOR TO OBTAIN A WATER METER FROM THE CITY OF KYLE FOR ANY WATER THAT MAY BE REQUIRED DURING CONSTRUCTION. (512-401-5000)
- ALL WATER METER BOXES SHALL BE FORD GULF METER BOX WITH LOCKING LID.
  - A. SINGLE G-148-233
  - B. DUAL DG-148-243
  - C. 1" METER YL111-444
  - D. 1 1/2" - 2" METER 1730-R (LID) & 1730-12 (BOX) ACCEPTABLE BOXES FOR THIS SIZE OF METER

- MANHOLE FRAMES AND COVERS AND WATER VALVE BOXES SHALL BE RAISED TO FINISHED PAVEMENT GRADE AT THE OWNER'S EXPENSE BY THE CONTRACTOR WITH CITY INSPECTION. ALL UTILITY ADJUSTMENTS SHALL BE COMPLETED PRIOR TO FINAL PAVING CONSTRUCTION.
- THE LOCATION OF ANY EXISTING UTILITY LINES SHOWN ON THESE PLANS IS THE BEST AVAILABLE AND MAY NOT BE ACCURATE. ANY DAMAGE TO EXISTING UTILITY LINES, BOTH KNOWN AND UNKNOWN, SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR.
- ALL IRON PIPE AND FITTINGS SHALL BE WRAPPED WITH AT LEAST 8 MIL. POLYETHYLENE WRAP.
- ALL WATER MAINS, WASTEWATER MAINS AND SERVICE LINES SHALL MEET CITY OF AUSTIN SPECIFICATIONS MINIMUM COVER REQUIREMENTS. ALL STREETS ARE TO BE CUT TO SUBGRADE PRIOR TO INSTALLATION OF WATER MAINS OR CUTS WILL BE ISSUED BY THE ENGINEER.
- CITY TO BE GIVEN 48 HOURS NOTICE PRIOR TO ALL TESTING OF WATER AND WASTEWATER LINES. CITY INSPECTION IS REQUIRED FOR ALL TESTING OF WATER AND WASTEWATER LINES.
- WHERE A WATER OR WASTEWATER LINE CROSSES ABOVE (OR BELOW) A STORM SEWER STRUCTURE AND THE BOTTOM (OR TOP) OF THE PIPE IS WITHIN 18 INCHES OF THE TOP (OR BOTTOM) OF THE UTILITY STRUCTURE, THE PIPE SHALL BE ENCASED WITH CONCRETE FOR A DISTANCE OF AT LEAST 1 FT. ON EITHER SIDE OF THE DITCH LINE OF THE UTILITY STRUCTURE OR THE STORM SEWER. CONCRETE ENCASEMENT WILL NOT BE REQUIRED FOR DUCTILE IRON (THICKNESS CLASS 50), AWWA C-900 (SDR-18) 150 PSI RATED PVC IN SIZES TO 12 INCHES OR AWWA C-905 (SDR-25) 165 PSI RATED PVC IN SIZES LARGER THAN 12 INCHES. CONCRETE ENCASEMENT SHALL CONFORM TO C.O.A. STANDARD DETAIL 505-1.
- CONTRACTOR TO NOTIFY THE CITY OF KYLE 48 HOURS PRIOR TO CONNECTING TO EXISTING UTILITIES.
- ALL PIPE BEDDING MATERIAL SHALL CONFORM TO CITY OF AUSTIN STANDARD SPECIFICATIONS.
- TRACER TAPE SHALL BE INSTALLED ON ALL WATER AND WASTEWATER MAINS IN ACCORDANCE WITH CITY OF AUSTIN STANDARDS.
- UNLESS OTHERWISE SPECIFIED BY THE ENGINEER ALL CONCRETE IS TO BE CLASS "A" (5 SACK, 3000 PSI - 28-DAYS), AND ALL REINFORCING STEEL TO BE ASTM A615 60.
- ALL WATER VALVES WILL BE OPERATED BY CITY PERSONNEL ONLY. THE CONTRACTOR MAY NOT OPERATE ANY WATER VALVE. THE GENERAL CONTRACTOR MAY BE FINED IF A WATER VALVE IS OPERATED, REGARDLESS OF WHO OPERATED THE VALVE.
  - A DOUBLE CHECK BACKFLOW DEVICE IN A VAULT SHALL BE INSTALLED AT THE PROPERTY LINE ON ALL PRIVATE FIRE LINES.
  - ALL POTABLE WATER SYSTEM COMPONENTS INSTALLED AFTER JANUARY 4, 2014, SHALL BE "LEAD FREE" ACCORDING TO THE UNITED STATES SAFE DRINKING WATER ACT. THE ONLY COMPONENTS EXEMPT FROM THIS REQUIREMENT ARE FIRE HYDRANTS. COMPONENTS THAT ARE NOT CLEARLY IDENTIFIED BY THE MANUFACTURER AS MEETING THIS REQUIREMENT BY MARKING, OR ON THE PRODUCT PACKAGING, OR BY PRE-APPROVED SUBMITTAL, WILL BE REJECTED FOR USE. A NSF CERTIFICATION WILL BE ADEQUATE IF THE CERTIFICATION HAS NOT EXPIRED AS OF JANUARY 4, 2014 AND REMAINS UNEXPIRED AT THE TIME OF CONSTRUCTION.
  - ALL PRESSURE PIPE SHALL HAVE MECHANICAL RESTRAINT AND CONCRETE THRUST BLOCKING AT ALL VALVES, BENDS, TEES, PLUGS, AND OTHER FITTINGS.



CONNECT PROP. 4" WATER TO EX. 8" WATER LINE  
INSTALL:  
1-8"x4" TAPPING SLEEVE (WITH A STAINLESS STEEL SMITH BLAIR BAND)  
1-8" VALVE  
1-4" VALVE  
1-4"x3" REDUCER  
1-3"x90" BENDS  
2-3"x45" BENDS  
1- 3" DOMESTIC WATER METER WITH BACK FLOW PREVENTER IN UNDER GROUND VAULT.  
1-118 L.F. 3" PVC PIPE TO BLDG  
1-8"x1" TAPPING SLEEVE  
1-8" VALVE & 1-1" VALVE  
1-1" IRRIGATION WATER METER WITH BACK FLOW PREVENTER  
NOTE: METER BOXES CITY OF SPECS PLASTIC BOTTOM WITH CAST IRON RING COVER. LID TO HAVE A 2 3/16" HOLE IN LID FOR ELECTRONIC READ.

CONNECT PROP. 6" LINE TO EX. 8" WATER  
INSTALL:  
1-8"x6" TAPPING SLEEVE (WITH A STAINLESS STEEL SMITH BLAIR BAND)  
1-8" VALVE 1-8" VALVE  
1-3 L.F. 6" PVC C900 TO CONCRETE VAULT  
1- BACK FLOW PREVENTER IN CONCRETE VAULT TO CITY STANDARDS W/ FDC CONNECTION.  
1-94 L.F. 6" PVC C900 LINE FROM VAULT TO BLDG

**BUNTON CREEK ROAD (C.R. 130)**  
(VARIABLE WIDTH R.O.W.)

LEGEND	
PUBLIC UTILITY EASEMENT	P.U.E.
SANITARY SEWER EASEMENT	S.E.
DRAINAGE EASEMENT	D.E.
WATERLINE EASEMENT	W.E.
CLEAN OUT	C.O.
GAS METER	GM
ELECTRICAL TRANSFORMER	ET
FIRE HYDRANT	FH
SANITARY SEWER MANHOLE	SSMH
STORM SEWER MANHOLE	STMMH
BUILDING SET BACK	B.S.
LANDSCAPE EASEMENT	L.E.
PRESSURE REDUCING VALVE	PRV
PROPOSED 20' WIDE FIRE LANE	
FIRE DEPARTMENT CONNECTION	F.D.C.

- NOTE:**
- FIELD VERIFY LOCATION OF EXISTING WATER MAIN, SEWER MAIN, GAS, TELEPHONE AND ELECTRICAL LINE. POT HOLE RECOMMENDED PRIOR TO CONSTRUCTION BEGIN. NO AS-BUILT INFORMATION AVAILABLE FOR WATER & SEWER MAIN. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH SERVICE PROVIDER.
  - CONTRACTOR SHALL REPLACE ANY DAMAGE STREET PAVEMENT, CURB, SIDEWALK AND ANY ABOVE GROUND OR UNDER UTILITIES FOR UTILITY INSTALLATION.
  - CONTRACTOR LOWER THE EXISTING WATER MAIN IF REQUIRED TO INSTALL PROPOSED SEWER AND STORM SEWER.

WATER METER & SANITARY SEWER SCHEDULE				
ID	TYPE	SIZE	NO.	SAN. SEW.
(D)	DOM.	3"	1	6"
(I)	IRR.	1"	1	N/A

**FIRE DEPARTMENT ~ CAPTAIN MARK SCHULTZ NOTES:**  
PHONE: (512) 268-3131

- CONTRACTOR SHALL PROVIDE COMPACTED FLEXIBLE BASE PAVEMENT PRIOR TO CONSTRUCTION OF COMBUSTIBLE MATERIALS AS AN ALL-WEATHER-DRIVING-SURFACE
- DESIGNATED NO PARKING - FIRE LANE WITH CURB PAINTED RED AND WHITE STENCIL IN "FIRELANE NO PARKING" IN LETTERING TEXT IN 30' INTERVALS.
- THE BUILDING WILL REQUIRE A KNOX BOX.
- THE BUILDING WILL REQUIRE A STANDPIPE SYSTEM.

**NOTE:**  
IN THE EVENT THAT THE CITY HAS TO PERFORM ANY FUTURE MAINTENANCE ON WATER LINES, THE CITY WILL EXCAVATE AND REPAIR THE LINE AND BRING IT BACK TO THE SURFACE. ANY CONCRETE OR ASPHALT WORK NEEDED AT THE SURFACE WILL BE THE PROPERTY OWNER'S EXPENSE.

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12/03/2015

**UTILITY PLAN**  
HAMPTON INN  
BUNTON ROAD  
CITY OF THE KYLE  
HAYS COUNTY, TEXAS

T: 214.609.9271 | F: 469.359.6709 | E: kpatel@triangle-engr.com  
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Planning | Civil Engineering | Construction Management

DESIGN/DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	RG	08/01/15	1":30'	032-15

TX PE FIRM #11525

**8**

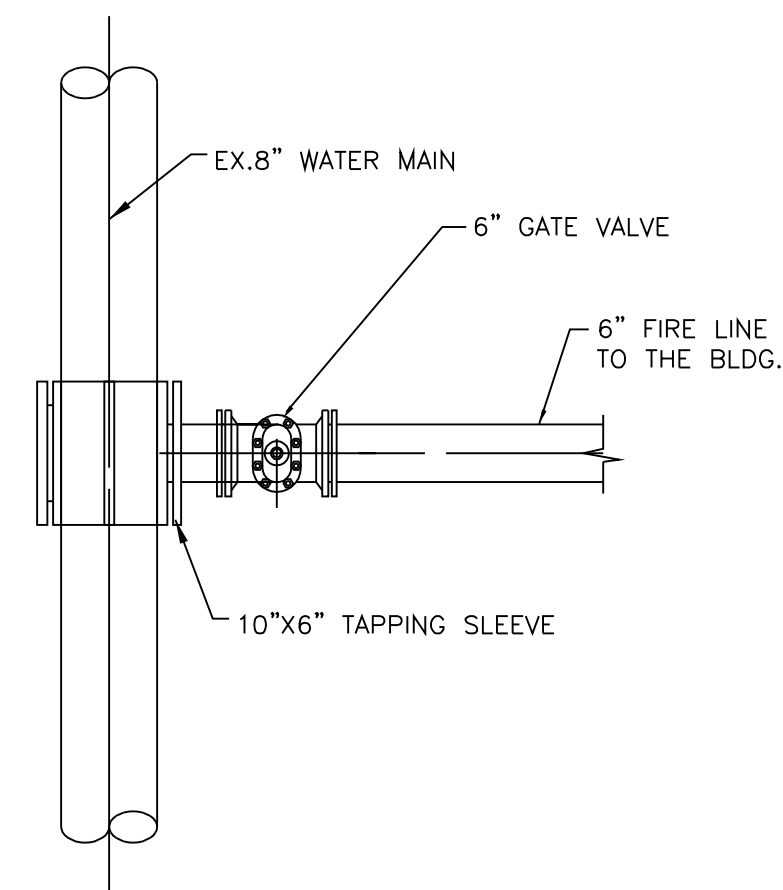
# HOLIDAY INN EXPRESS SITE DEVELOPMENT

2.996 ACRES OF LOT 4, BLK A/6061  
 AAA COOPER TRANSPORTATION ADDITION  
 CITY OF DALLAS, DALLAS COUNTY, TEXAS

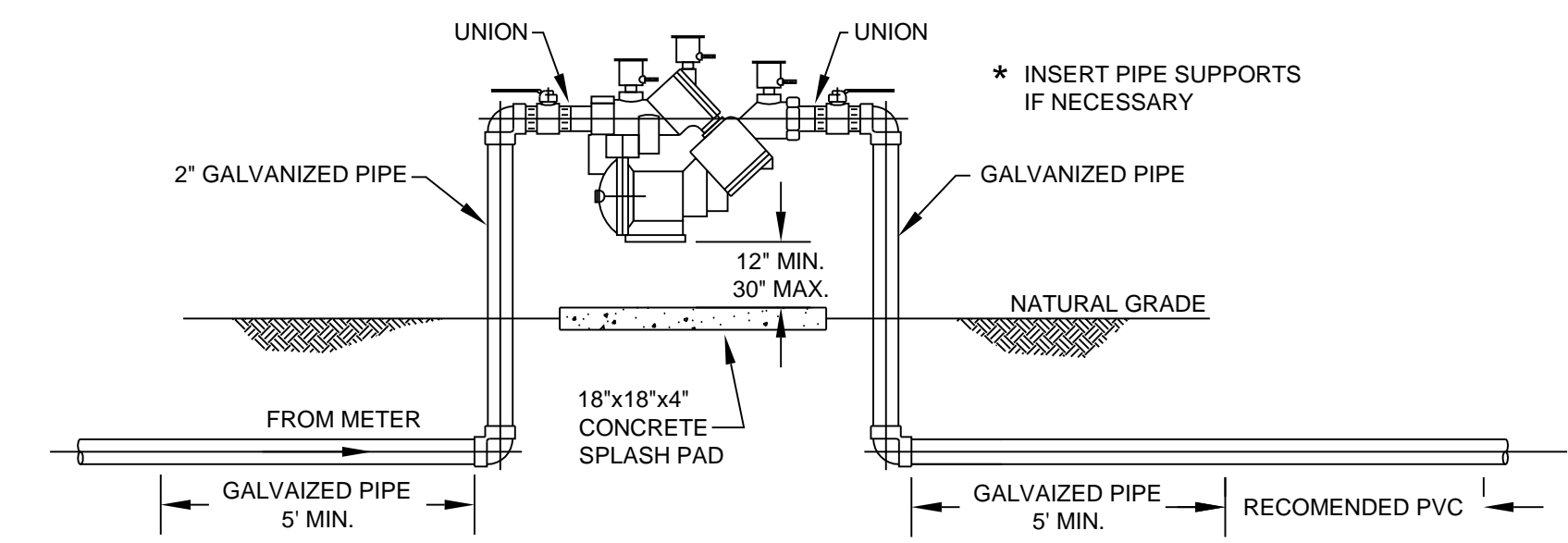
USE CITY STANDARD METER

NOTE: METER BOXES CITY OF KYLE SPECIFICATION. PLASTIC BOTTOM WITH CAST IRON RING & COVER. LID TO HAVE A 2 3/16" HOLE IN LID FOR ELECTRONIC READ.

1 3" DOMESTIC WATER METER  
 8.1 N.T.S.

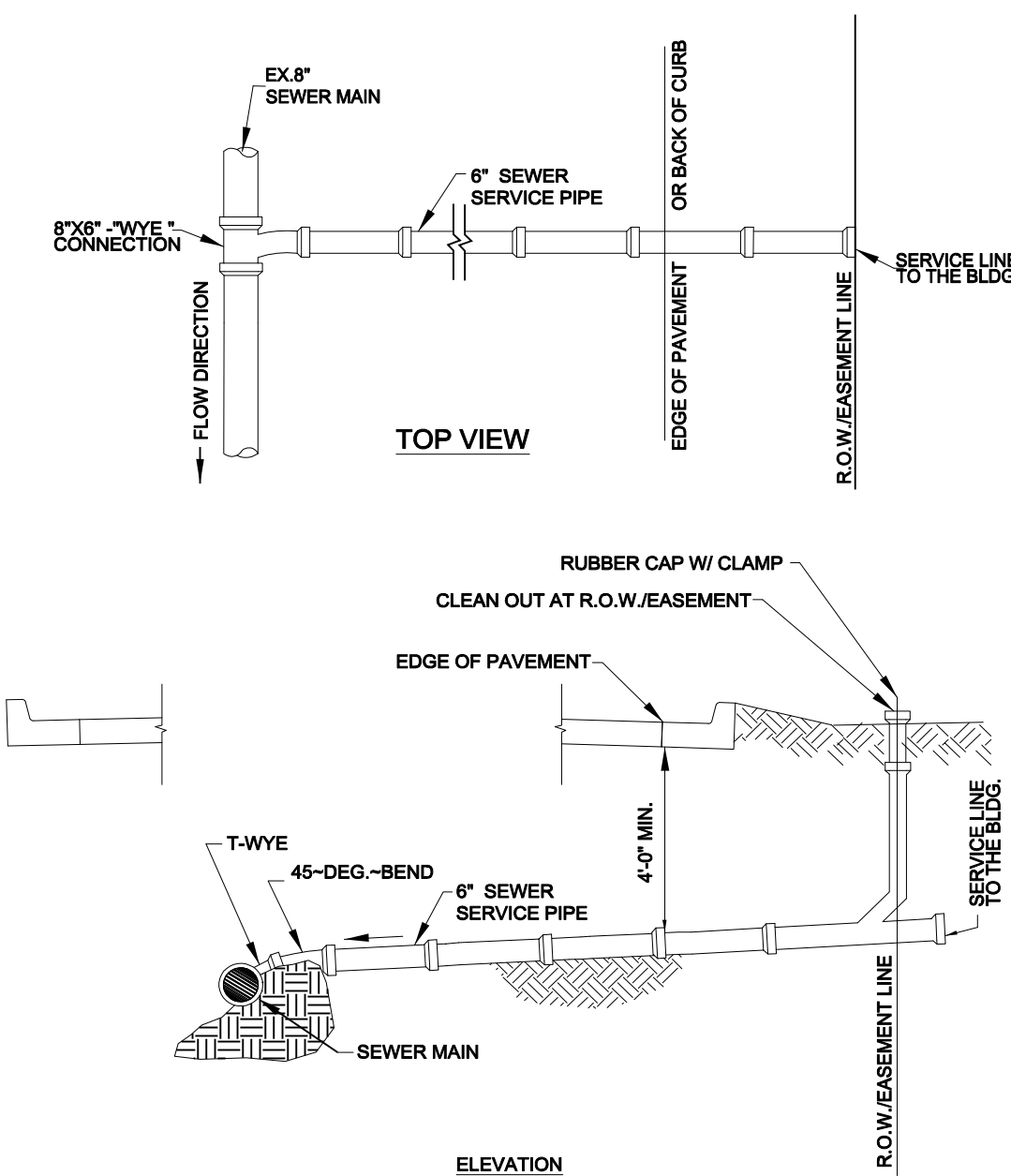


2 6" FIRE LINE TAP DETAILS  
 8.1 N.T.S.

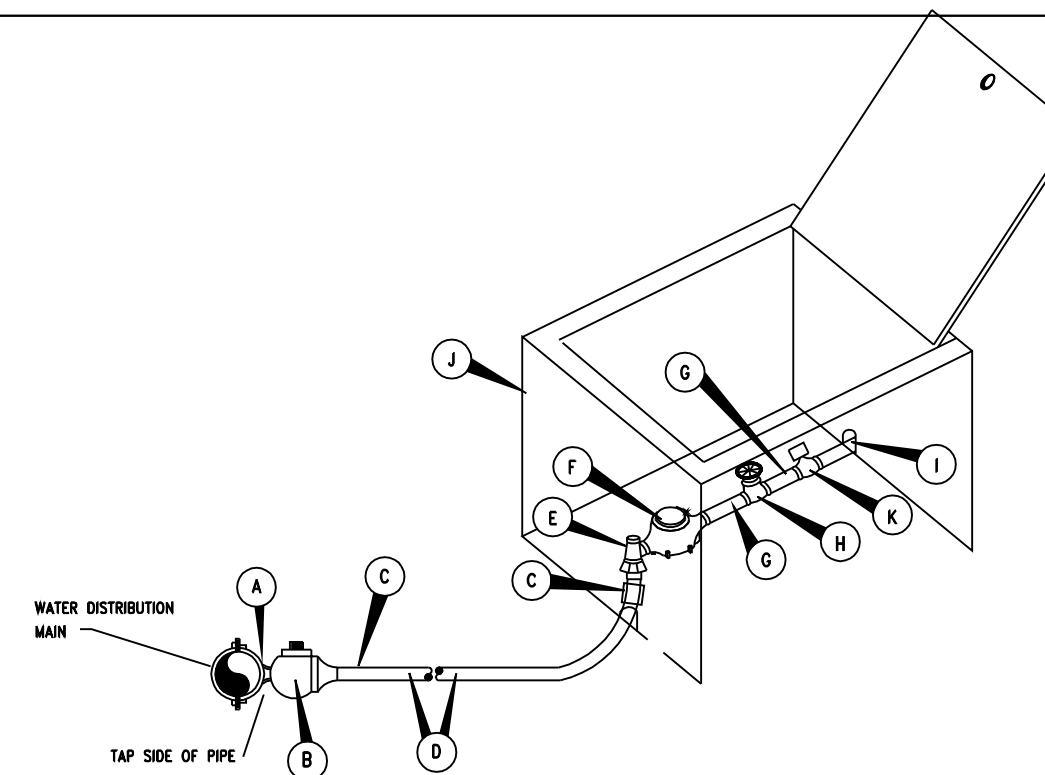


909QT  
 3/4" - 2"

3 BACKFLOW PREVENTER DETAILS  
 8.1 N.T.S.



4 SEWER TAP DETAILS  
 8.1 N.T.S.



NOTE: METER BOXES CITY OF KYLE SPECIFICATION. PLASTIC BOTTOM WITH CAST IRON RING & COVER. LID TO HAVE A 2 3/16" HOLE IN LID FOR ELECTRONIC READ.

**MATERIAL LIST**

- A. BRASS SADDLE - FORD
- B. CORR. STOP  
 1" - FORD F11004-G  
 1-1/2" - FORD F81005-G  
 2" - FORD F81007-G
- C. STAINLESS STEEL INSERT  
 1" - FORD S2 PICT2  
 1-1/2" - NONE REQUIRED  
 2" - NONE REQUIRED
- D. SERVICE LINE  
 1" - POLYETHYLENE TUBING AWWA, C901 (200 psi)  
 1-1/2" - POLYETHYLENE TUBING AWWA, C901 (200 psi)  
 2" - POLYETHYLENE TUBING AWWA, C901 (200 psi)
- E. COMPRESSION 90 (ANGLE) STOP  
 1" - FORD B443-449F  
 1-1/2" - FORD F143-466F  
 2" - FORD F163-777W (OR) FLANGED
- F. WATER METER  
 (WILL BE PROVIDED BY GOFORTH)
- G. BRASS NIPPLE  
 (WILL BE PROVIDED BY GOFORTH)
- H. BALL VALVE CURB, NON-RISING STEM, MALE I.P.T. BY FEMALE I.P.T.  
 1" - FORD B81444  
 1-1/2" - FORD B81566  
 2" - FORD B81577  
 (WILL BE PROVIDED BY GOFORTH)
- I. CUSTOMER SERVICE LINE MEETING PLUMBING CODE REQUIREMENTS  
 (WILL BE PROVIDED BY CUSTOMER)
- J. COMMERCIAL PLASTIC METER BOX WITH LID
- K. TESTABLE BACKFLOW DEVICE  
 (WILL BE PROVIDED BY GOFORTH)

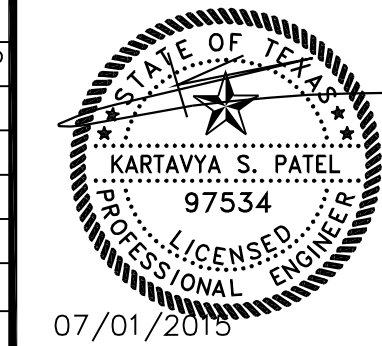
NOTE: IRRIGATION AND IRRIGATION SERVICES WILL HAVE A TESTABLE BACKFLOW DEVICE INSTALLED ON THE CUSTOMER'S SIDE OF THE METER AND SHALL BE TESTED ANNUALLY.

5 1" IRRIGATION WATER METER  
 8.1 N.T.S.

TAPPING SADDLE WILL BE SMITH BLAIR STAINLESS STEEL BAND

6 TAPPING SADDLE SLEEVE  
 8.1 N.T.S.

NO.	DATE	DESCRIPTION	BY
1	07/01/15	1st CITY SUBMITTAL	KP



**UTILITY DETAILS**  
 HOLIDAY INN EXPRESS  
 1717 W. MOCKINGBIRD LANE  
 CITY OF THE DALLAS  
 DALLAS COUNTY, TEXAS

**TRIANGLE ENGINEERING LLC**

T: 214.609.9271 | F: 469.359.6709 | E: kpatel@triangle-engr.com  
 W: triangle-engr.com | O: 1333 McDermott Drive, Suite 200, Allen, TX 75013

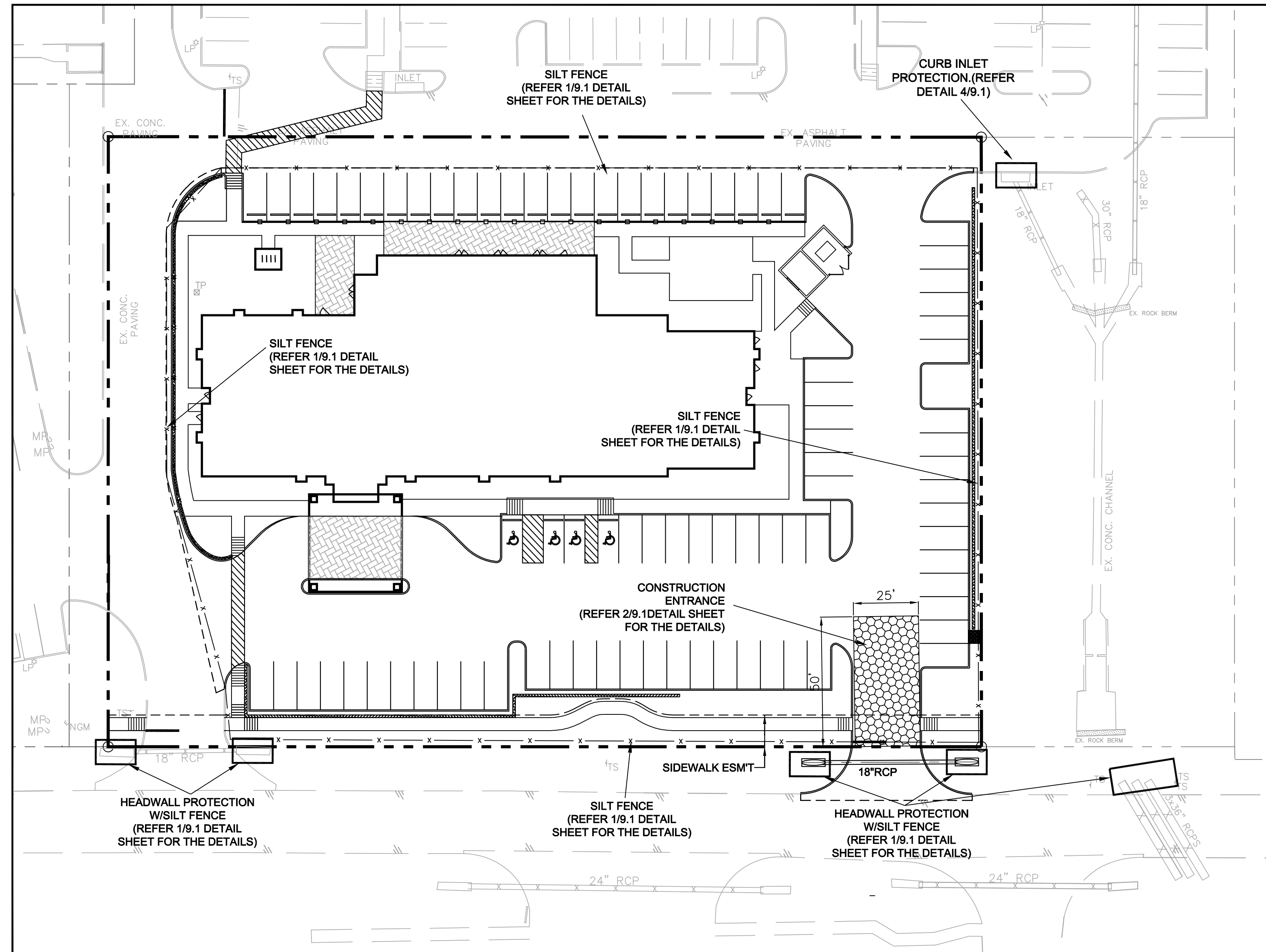
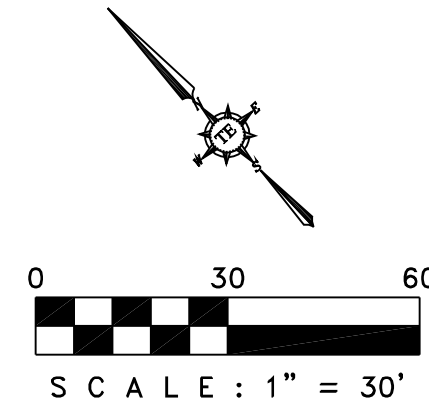
Planning | Civil Engineering | Construction Management

DESIGN/DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	07/01/15	1":30'	013-15	8.1

TX PE FIRM #11525

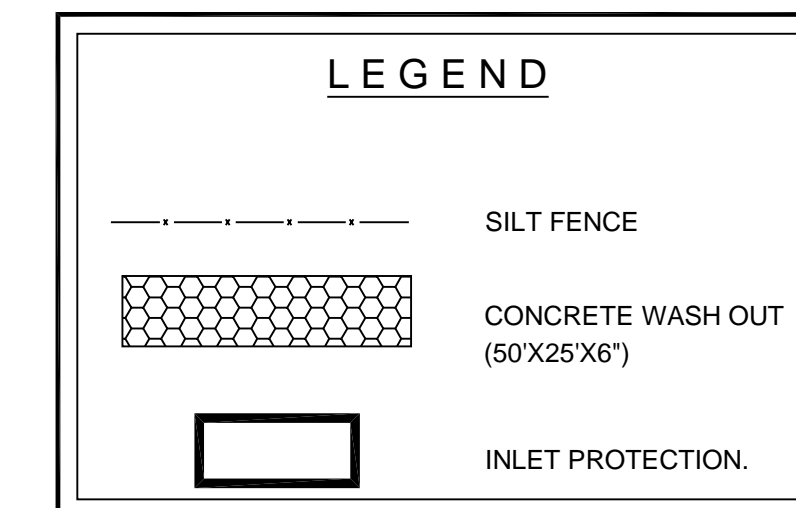
# HAMPTON INN SITE DEVELOPMENT

1.809 ACRES LOT 3 BLOCK "A"  
OF THE GHH BUNTON CREEK ADDITION  
CITY OF KYLE, HAYS COUNTY, TEXAS



### EROSION CONTROL NOTES:

- EVERY SOIL DISTURBING ACTIVITY SHALL HAVE AN ACCOMPANYING EROSION CONTROL PLAN (E.C.P.), AND EITHER CONSTRUCTION SITE NOTICE (C.S.N.) FOR THOSE ACTIVITIES DISTURBING MORE THAN 1 BUT LESS THAN 5 ACRES, OR NOTICE OF INTENT (N.O.I.) FOR THOSE ACTIVITIES DISTURBING 5 OR MORE ACRES INCLUDING THOSE ACTIVITIES LESS THAN 5 ACRES, BUT A PART OF A COMMON PLAN OF DEVELOPMENT TOTALING 5 OR MORE ACRES. A COPY OF THE APPROPRIATE C.S.N. OR N.O.I. SHALL BE PROVIDED TO THE CITY OF KYLE PRIOR TO ISSUANCE OF A GRADING PERMIT. THE E.C.P. SHALL BE PROVIDED TO KYLE'S EROSION CONTROL OFFICER (ECO) PRIOR TO GRADING.
- THE C.S.N. OR N.O.I. SHALL BE POSTED IN A LOCATION VIEWABLE TO THE PUBLIC UNTIL CONSTRUCTION IS COMPLETE AND NOTICE OF TERMINATION (N.O.T.) SUBMITTED. THE STORM WATER POLLUTION PREVENTION PLAN (SWP3) SHALL BE READILY AVAILABLE FOR REVIEW BY FEDERAL, STATE, OR LOCAL OFFICIALS.
- NO SOIL DISTURBING ACTIVITIES WILL OCCUR PRIOR TO THE SWP3, E.C.P., AND ASSOCIATED BEST MANAGEMENT PRACTICES (BMP) BEING FULLY IMPLEMENTED, AND THEN INSPECTED BY KYLE'S ECO.
- THE CONTRACTOR SHALL COMPLY WITH THE CITY OF KYLE'S STORM WATER ORDINANCE, THE TPDES GENERAL CONSTRUCTION PERMIT TXR150000 AND ANY OTHER STATE AND/OR LOCAL REGULATIONS.
- THE SITE SHALL BE REVIEWED BY THE OPERATOR OR HIS REPRESENTATIVE WEEKLY, AND AFTER ANY MAJOR STORM. ADJUSTMENTS/REPAIRS TO THE EROSION CONTROL MEASURES WILL BE MADE AS NEEDED. THE CONTRACTOR SHALL NOTIFY KYLE'S ECO OF ADJUSTMENTS/REPAIRS SUCH THAT THE ADJUSTMENTS/REPAIRS MAY BE INSPECTED AND APPROVED BY THE ECO.
- CONTRACTOR SHALL VEGETATE ALL DISTURBED AREAS IMMEDIATELY UPON COMPLETION OF GRADING ACTIVITIES. FINAL ACCEPTANCE OF A SITE SHALL BE CONTINGENT UPON VEGETATION BEING ESTABLISHED IN ALL DISTURBED AREAS, AND PROPER N.O.T. SUBMITTED TO THE STATE. A COPY OF THE NOT SHALL BE PROVIDED TO THE CITY OF KYLE.
- ALL NON-IMPERVIOUS AREAS AFTER CONSTRUCTION SHALL BE COVERED WITH SOD OR LANDSCAPE IN ACCORDANCE WITH THE LANDSCAPE DRAWINGS. ALL OTHER REMAINING AREAS SHALL BE HYDROMULCHED OR COVERED WITH CURLEX BLANKET (WHERE SHOWN OR PROVIDE MAP SHOWING) AND MAINTAINED UNTIL ESTABLISHED.
- TEMPORARY STONE STABILIZED CONSTRUCTION ENTRANCE SHALL HAVE THE FOLLOWING MINIMUM DIMENSIONS: 24' WIDE X 50' LONG X 6" DEEP. (3'-5" COURSE AGGREGATE). PLACE FILTER FABRIC UNDER STONE.
- THE STABILIZED CONSTRUCTION ENTRANCE IS TO BE USED AS A VEHICLE WASH DOWN AREA FOR DEBRIS AND SOIL REMOVAL PRIOR TO EXITING THE SITE. THIS STABILIZED ENTRANCE SHALL BE TOP DRESSED WITH ADDITIONAL STONE AS NECESSARY. LOCATION OF STABILIZED ENTRANCE MAY BE MODIFIED IF APPROVED BY THE CITY OF KYLE AND THE DESIGN ENGINEER.
- THE CONTRACTOR SHALL BE RESPONSIBLE, AS THE ENTITY EXERCISING OPERATIONAL CONTROL, FOR ALL PERMITTING AS REQUIRED BY THE EPA/TCOG. THIS INCLUDES, BUT IS NOT LIMITED TO, PREPARATION OF NOI AND NOT PAYMENT OF ALL ASSOCIATED FEES.



LEGENDS	
C.S.N.	CONSTRUCTION SITE NOTICE
E.P.A.	ENVIRONMENTAL PROTECTION AGENCY
T.C.E.Q.	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
N.O.T.	NOTICE OF TERMINATION
N.O.I.	NOTICE OF INTENT
E.C.O.	EROSION CONTROL OFFICER
B.M.P.	BEST MANAGEMENT PRACTICE

EROSION & SEDIMENT CONTROLS			
<b>1. SOIL STABILIZATION PRACTICES:</b>			
(Select T = Temporary or P = Permanent, as applicable)			
<input type="checkbox"/> T	TEMPORARY SEEDING	<input type="checkbox"/>	PRESERVATION OF NATURAL RESOURCES
<input type="checkbox"/>	MULCHING (Hay or Straw)	<input type="checkbox"/>	FLEXIBLE CHANNEL LINER
<input type="checkbox"/>	BUFFER ZONES	<input type="checkbox"/>	RIGID CHANNEL LINER
<input type="checkbox"/>	PLANTING	<input type="checkbox"/>	SOIL RETENTION BLANKET
<input type="checkbox"/>	SEEDING	<input type="checkbox"/>	COMPOST MANUFACTURED TOPSOIL
<input type="checkbox"/> P	SODDING	<input type="checkbox"/> P	EROSION CONTROL BLANKET
<b>2. STRUCTURAL PRACTICES:</b>			
(Select T = Temporary or P = Permanent, as applicable)			
<input type="checkbox"/> T	SILT FENCES	<input type="checkbox"/>	DIVERSION, INTERCEPTOR, OR PERIMETER DIKES
<input type="checkbox"/>	HAY BALES	<input type="checkbox"/>	DIVERSION, INTERCEPTOR, OR PERIMETER SWALES
<input type="checkbox"/>	ROCK FILTER DAMS	<input type="checkbox"/>	DIVERSION DIKE AND SWALE COMBINATIONS
<input type="checkbox"/>	PIPE SLOPE DRAINS	<input type="checkbox"/>	ROCK BEDDING AT CONSTRUCTION EXIT
<input type="checkbox"/>	PAVED FLUMES	<input type="checkbox"/>	TIMBER MATTING AT CONSTRUCTION EXIT
<input type="checkbox"/>	CHANNEL LINERS	<input type="checkbox"/>	STONE OUTLET STRUCTURES
<input type="checkbox"/>	SEDIMENT TRAPS	<input type="checkbox"/>	VELOCITY CONTROL DEVICES
<input type="checkbox"/>	SEDIMENT BASINS	<input type="checkbox"/>	CURBS AND GUTTERS
<input type="checkbox"/>	STORM SEWERS	<input type="checkbox"/>	STORM INLET SEDIMENT TRAP
<input type="checkbox"/> T	INLET PROTECTION	<input type="checkbox"/> T	CONSTRUCTION ENTRANCE

**NOTE:**  
IN THE EVENT THAT THE CITY HAS TO PERFORM ANY FUTURE MAINTENANCE ON WATER LINES, THE CITY WILL EXCAVATE AND REPAIR THE LINE AND BRING IT BACK TO THE SURFACE. ANY CONCRETE OR ASPHALT WORK NEEDED AT THE SURFACE WILL BE THE PROPERTY OWNER'S EXPENSE.

NO.	DATE	DESCRIPTION	BY
1	09/21/15	1st CITY SUBMITTAL	KP
2	11/02/15	2nd CITY RESUBMITTAL	KP
3	11/22/15	3rd CITY RESUBMITTAL	KP
4	12/03/15	4th CITY RESUBMITTAL	KP

12/03/2015

**EROSION CONTROL PLAN**  
HAMPTON INN  
BUNTON ROAD  
CITY OF THE KYLE  
HAYS COUNTY, TEXAS



T: 214.609.9271 | F: 469.359.6709 | E: kpatel@triangle-engr.com  
W: triangle-engr.com | O: 1333 McDermott Drive, Suite 200, Allen, TX 75013

Planning | Civil Engineering | Construction Management

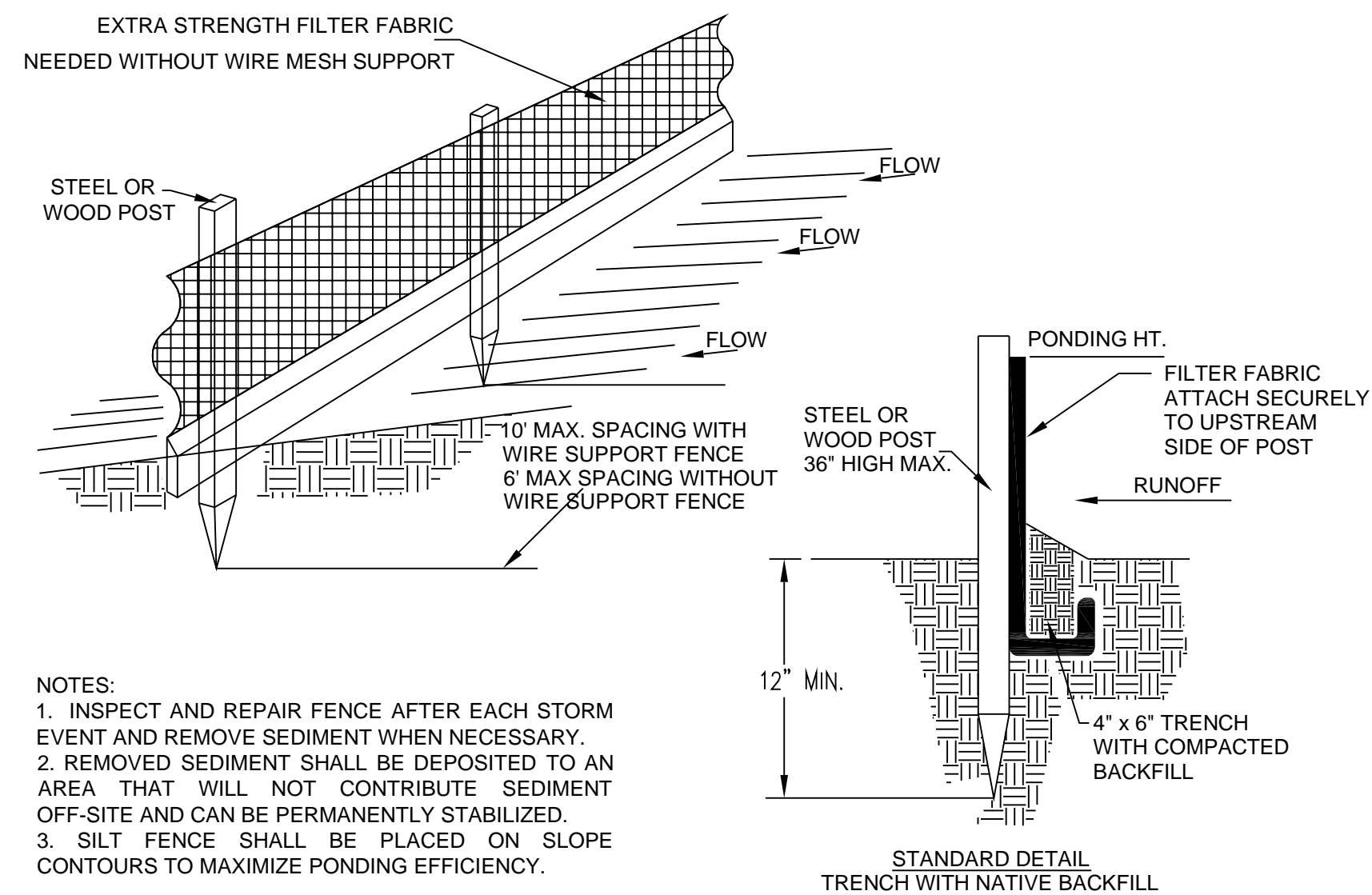
DESIGN/DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	08/01/15	1":30'	032-15	9

TX PE FIRM #11525



# HAMPTON INN SITE DEVELOPMENT

1.809 ACRES LOT 3 BLOCK "A"  
OF THE GHH BUNTON CREEK ADDITION  
CITY OF KYLE, HAYS COUNTY, TEXAS



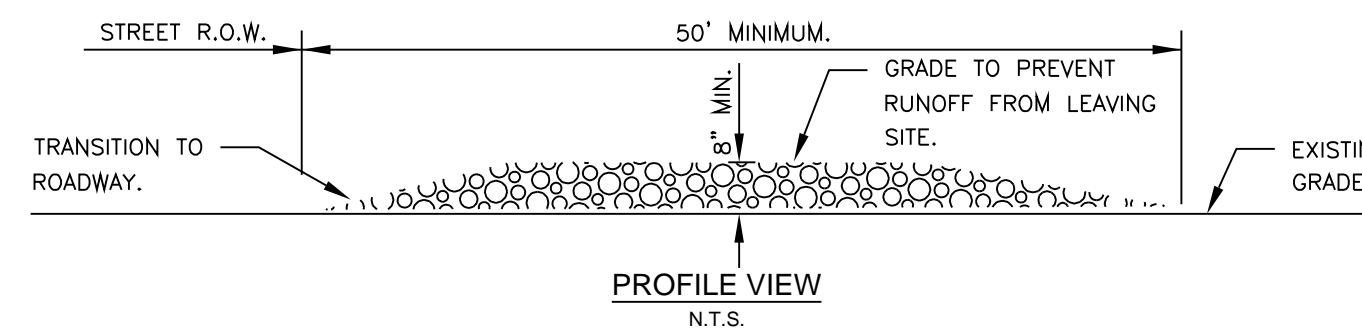
- NOTES:
1. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
  2. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.
  3. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.

1 SILT FENCE DETAILS  
9.1 N.T.S.

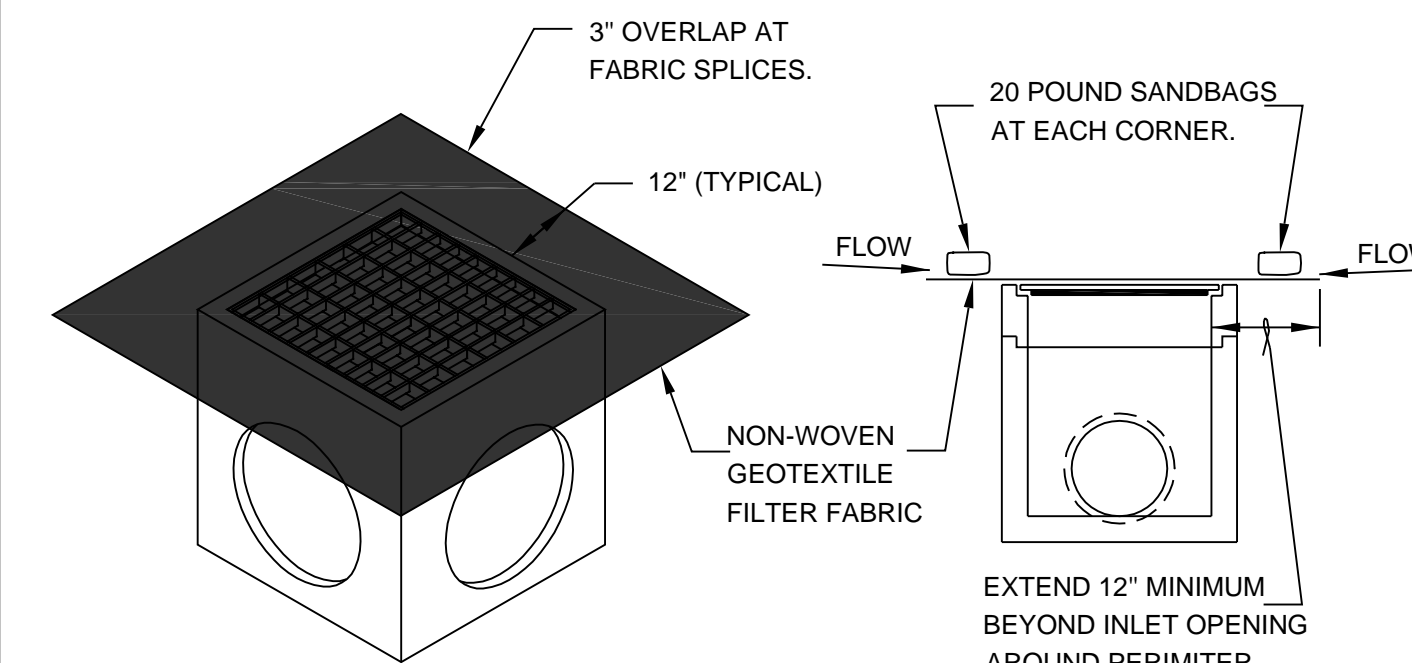
## STABILIZED CONSTRUCTION ENTRANCE GENERAL NOTES

1. STABILIZED CONSTRUCTION ENTRANCES SHALL CONFORM TO CITY OF KYLE CRITERIA MANUAL.
2. STONE SIZE SHALL BE 4" - 8" OPEN GRADED ROCK.
3. THICKNESS OF CRUSHED STONE PAD TO BE NOT LESS THAN 8".
4. LENGTH SHALL BE A MINIMUM OF 50' FROM ACTUAL ROADWAY, AND WIDTH NOT LESS THAN FULL WIDTH OF INGRESS/EGRESS.
5. ENTRANCE SHALL BE PROPERLY GRADED TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.

THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS OF WAY. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS OF WAY MUST BE REMOVED IMMEDIATELY BY CONTRACTOR. AS NECESSARY, WHEELS MUST BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT OF WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.



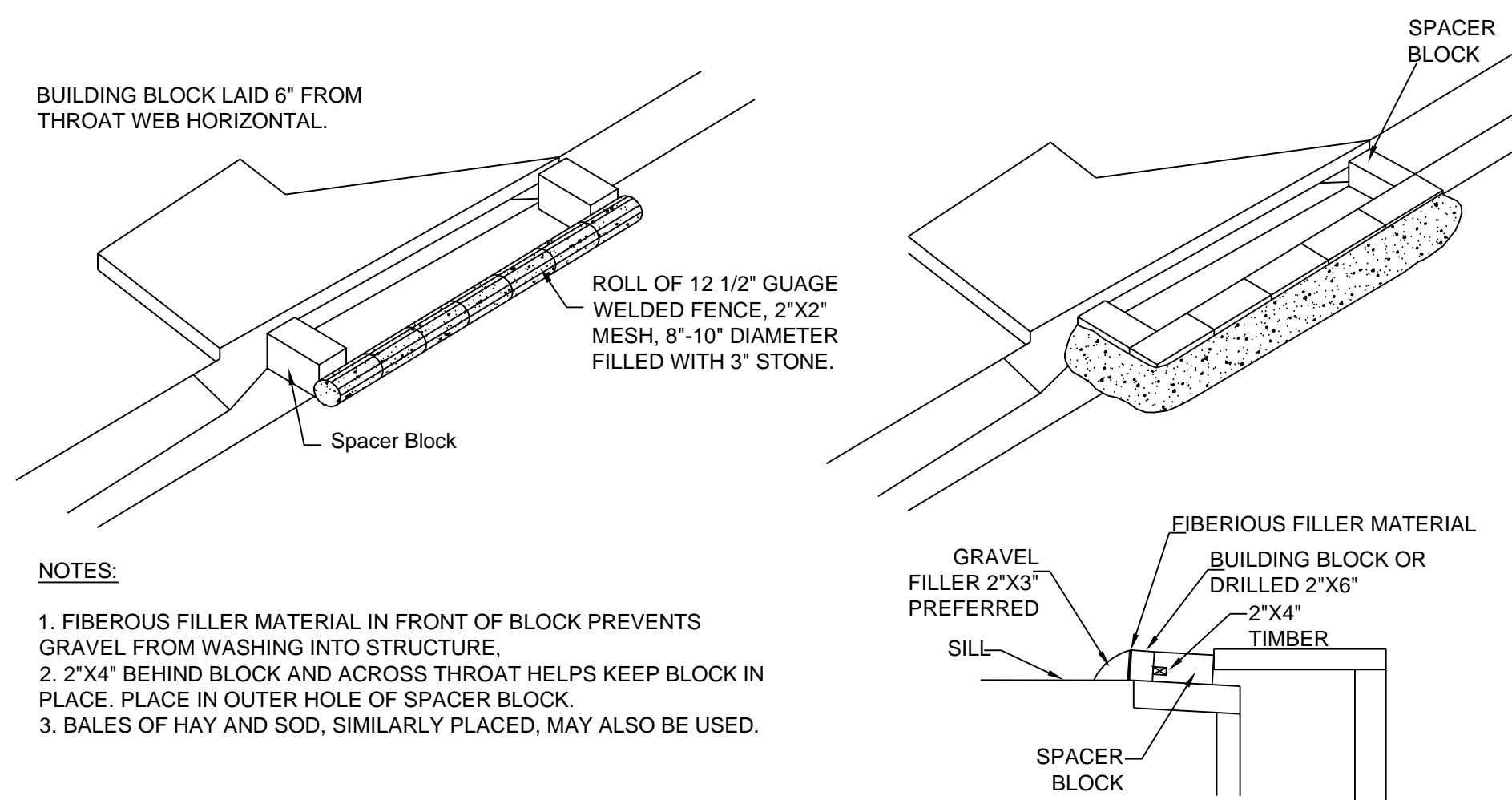
2 CONSTRUCTION ENTRANCE DETAILS  
9.1 N.T.S.



NOTES:

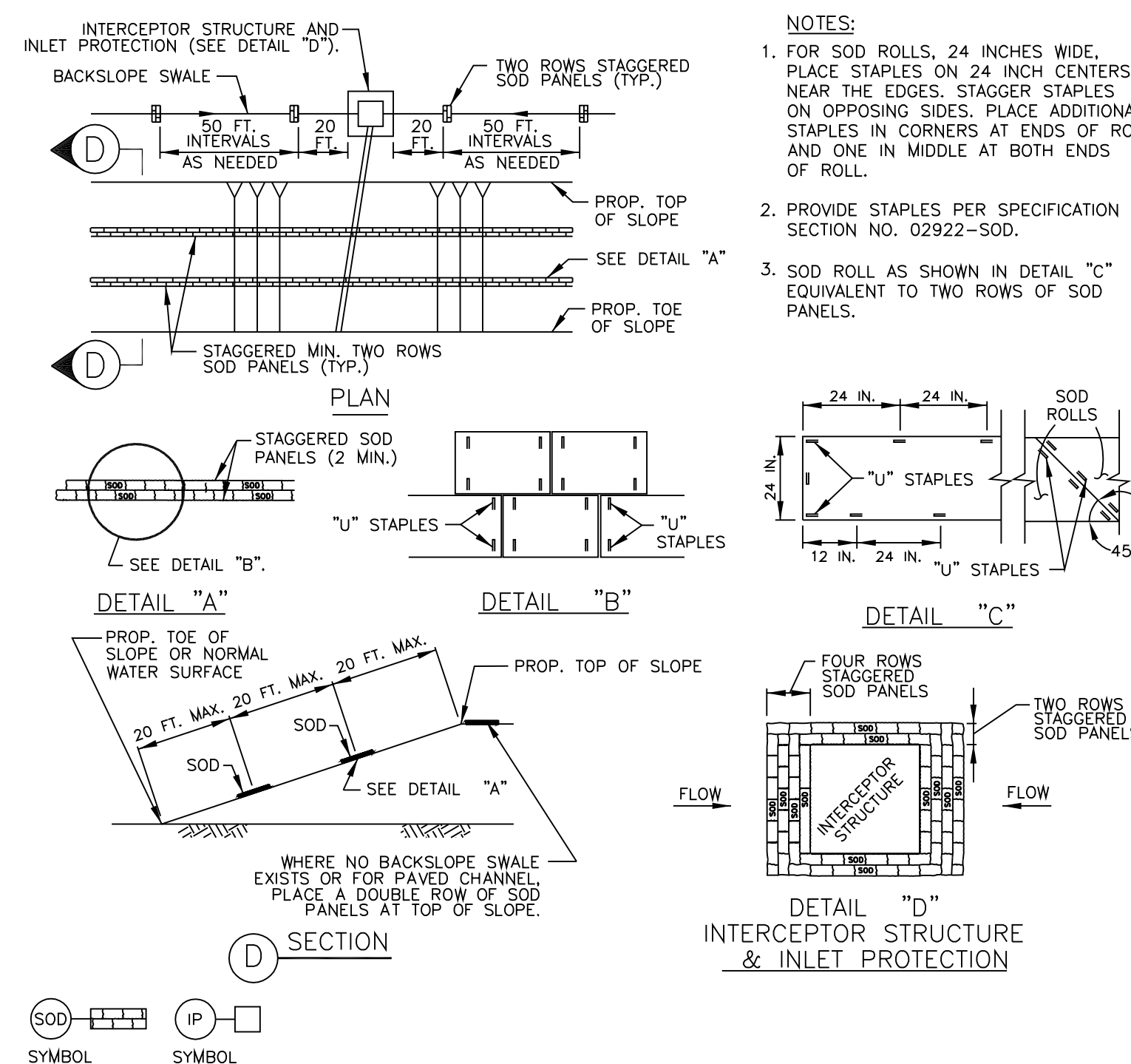
1. DAILY INSPECTION SHALL BE MADE BY THE CONTRACTOR AND SILT ACCUMULATION MUST BE REMOVED WHEN DEPTH REACHES 2".
2. CONTRACTOR SHALL MONITOR THE PERFORMANCE OF INLET PROTECTION DURING EACH RAINFALL EVENT AND IMMEDIATELY CLEAN THE INLET PROTECTION IF EXCESSIVE PONDING OCCURS.
3. INLET PROTECTIONS SHALL BE REMOVED AS SOON AS THE SOURCE OF SEDIMENT IS STABILIZED.

3 AREA/GRATE INLET PROTECTION DETAILS  
9.1 N.T.S.



- NOTES:
1. FIBEROUS FILLER MATERIAL IN FRONT OF BLOCK PREVENTS GRAVEL FROM WASHING INTO STRUCTURE.
  2. 2" X 4" BEHIND BLOCK AND ACROSS THROAT HELPS KEEP BLOCK IN PLACE. PLACE IN OUTER HOLE OF SPACER BLOCK.
  3. BALES OF HAY AND SOD, SIMILARLY PLACED, MAY ALSO BE USED.

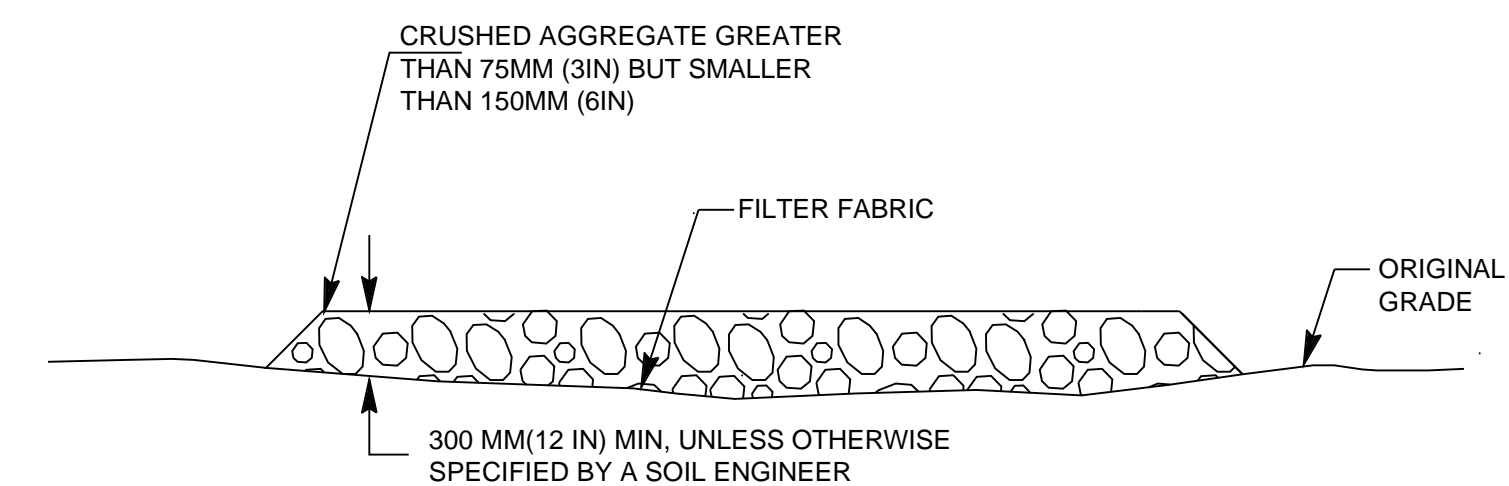
4 CURB INLET PROTECTION DETAILS  
9.1 N.T.S.



NOTES:

1. FOR SOD ROLLS, 24 INCHES WIDE. PLACE STAPLES ON 24 INCH CENTERS NEAR THE EDGES. STAGGER STAPLES ON OPPOSING SIDES. PLACE ADDITIONAL STAPLES IN CORNERS AT ENDS OF ROLL AND ONE IN MIDDLE AT BOTH ENDS OF ROLL.
2. PROVIDE STAPLES PER SPECIFICATION SECTION NO. 02922-SOD.
3. SOD ROLL AS SHOWN IN DETAIL "C" EQUIVALENT TO TWO ROWS OF SOD PANELS.

5 SODDING  
9.1 N.T.S.



6 CONCRETE WASH OUT AREA  
9.1 N.T.S.

NOTE:  
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12/03/2015

EROSION CONTROL DETAILS  
HAMPTON INN  
BUNTON ROAD  
CITY OF THE KYLE  
HAYS COUNTY, TEXAS



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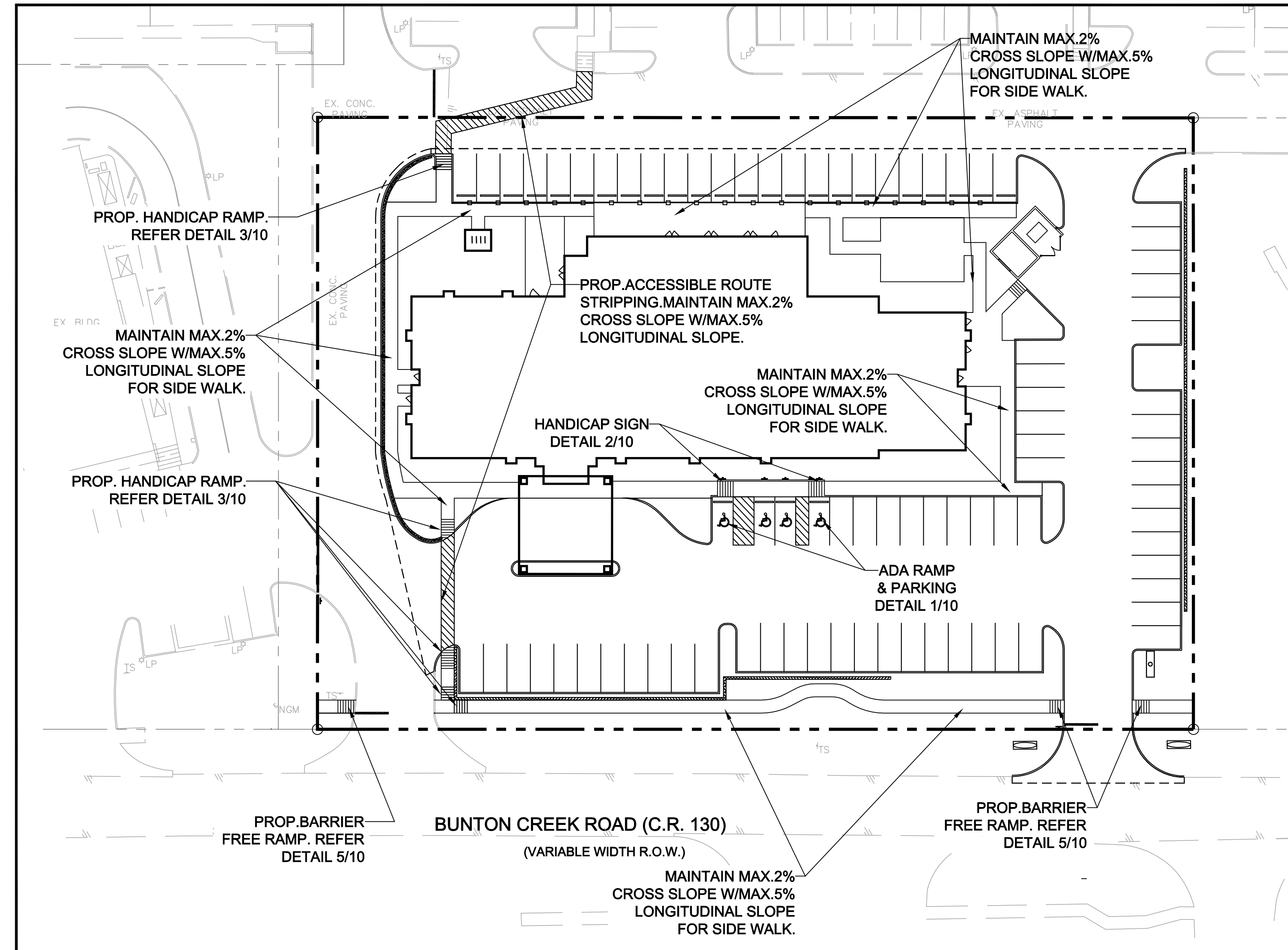
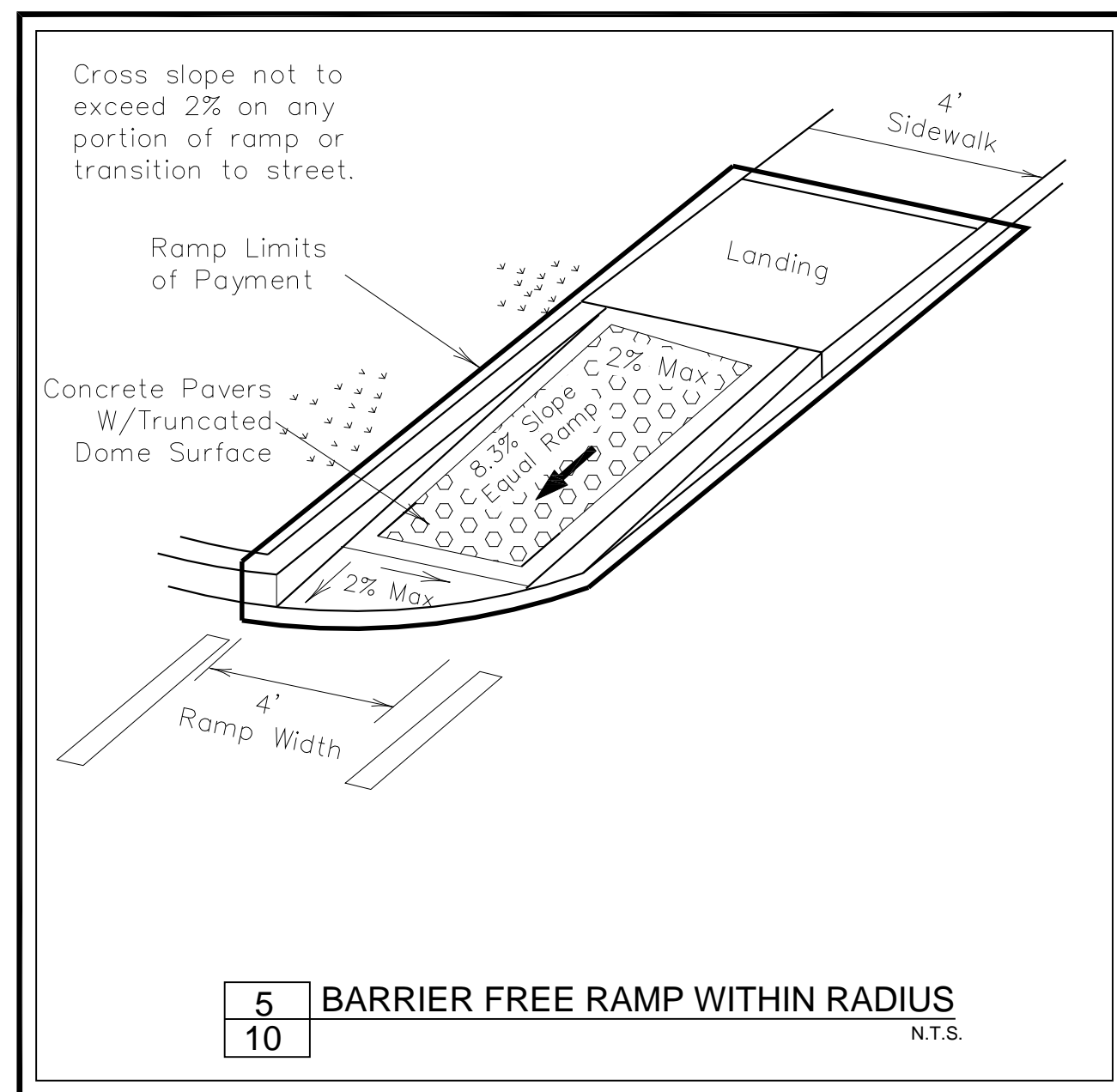
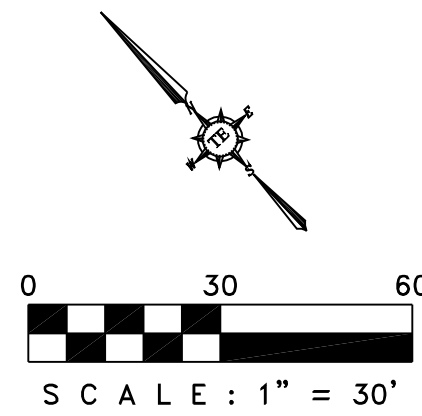
DESIGN/DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	08/01/15	1" = 30'	032-15	9.1

TX PE FIRM #11525



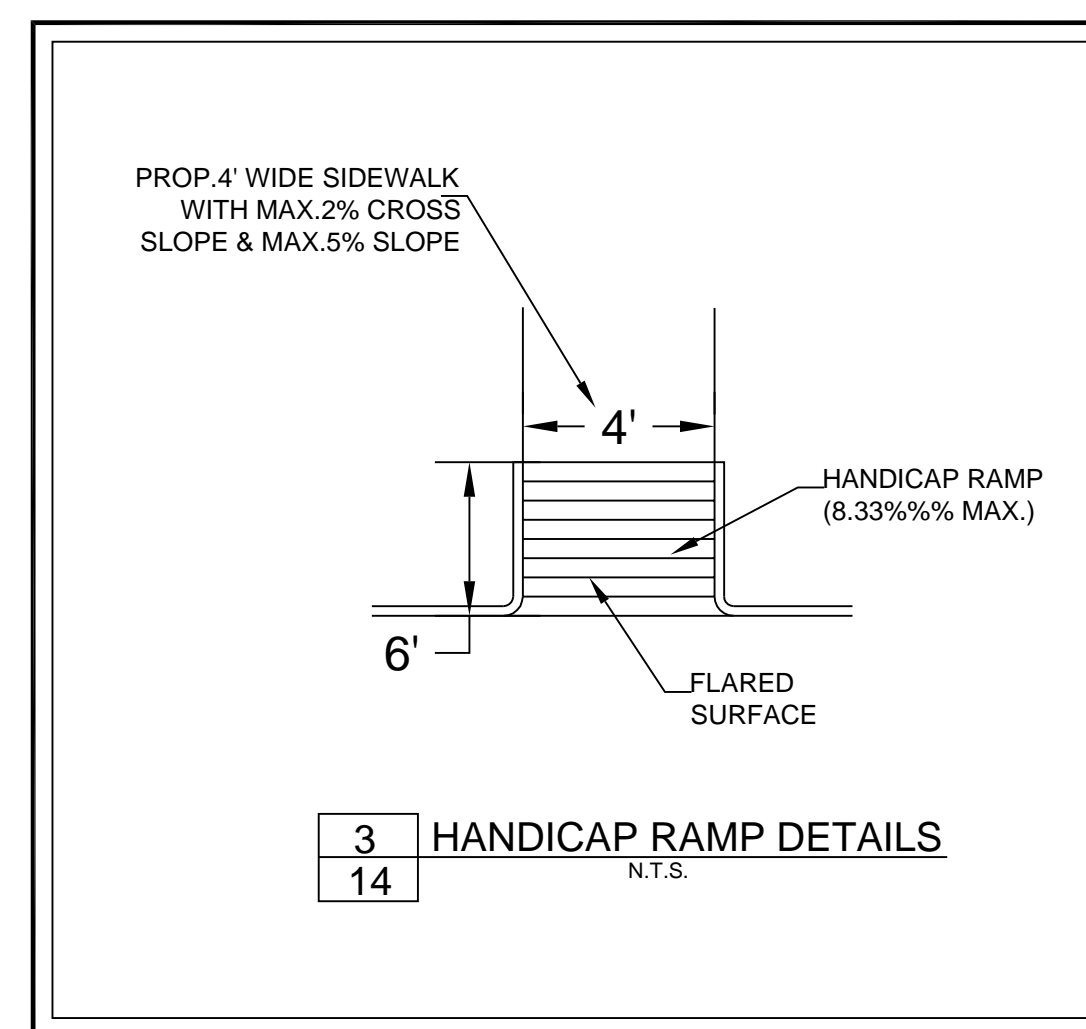
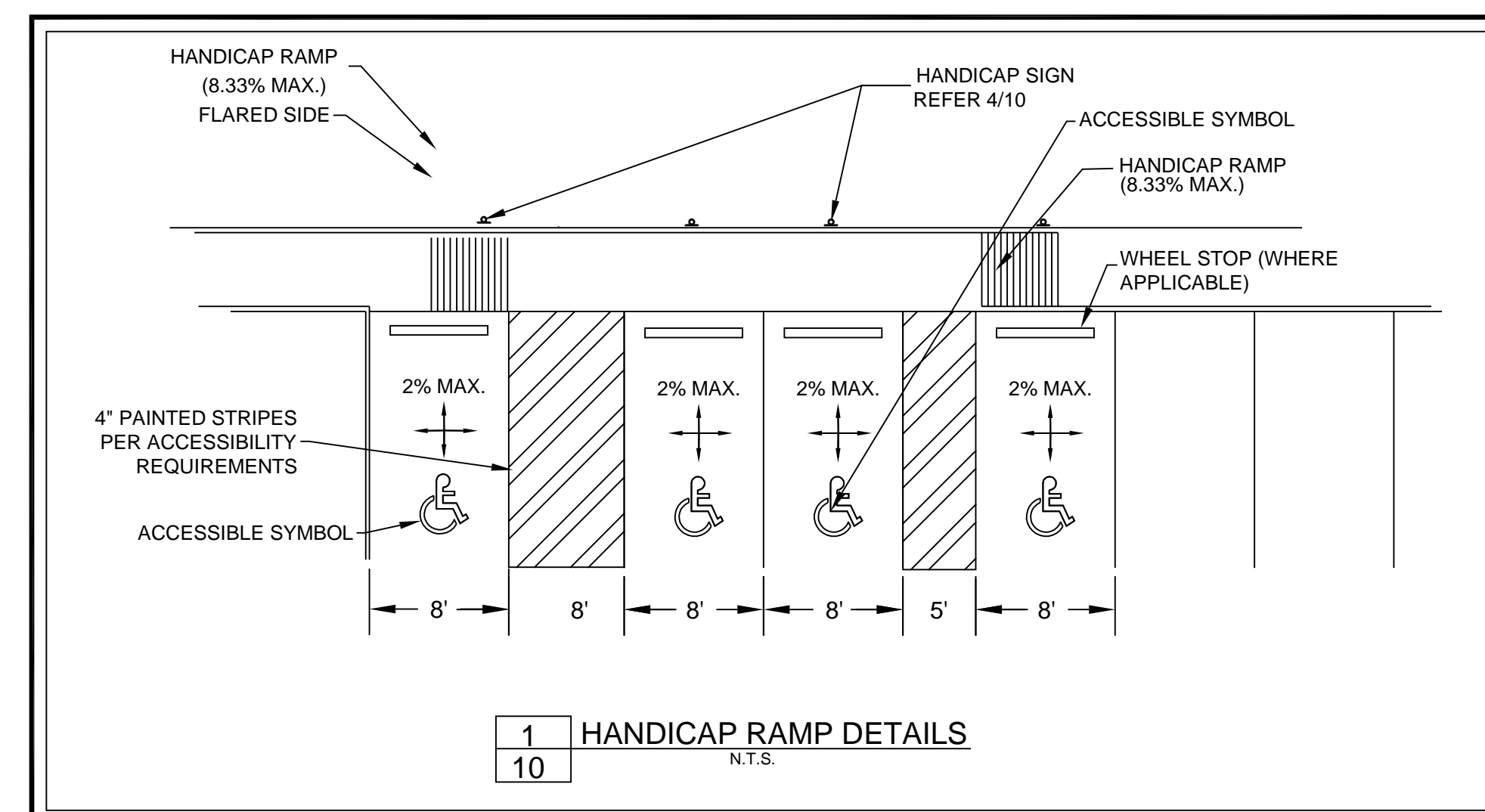
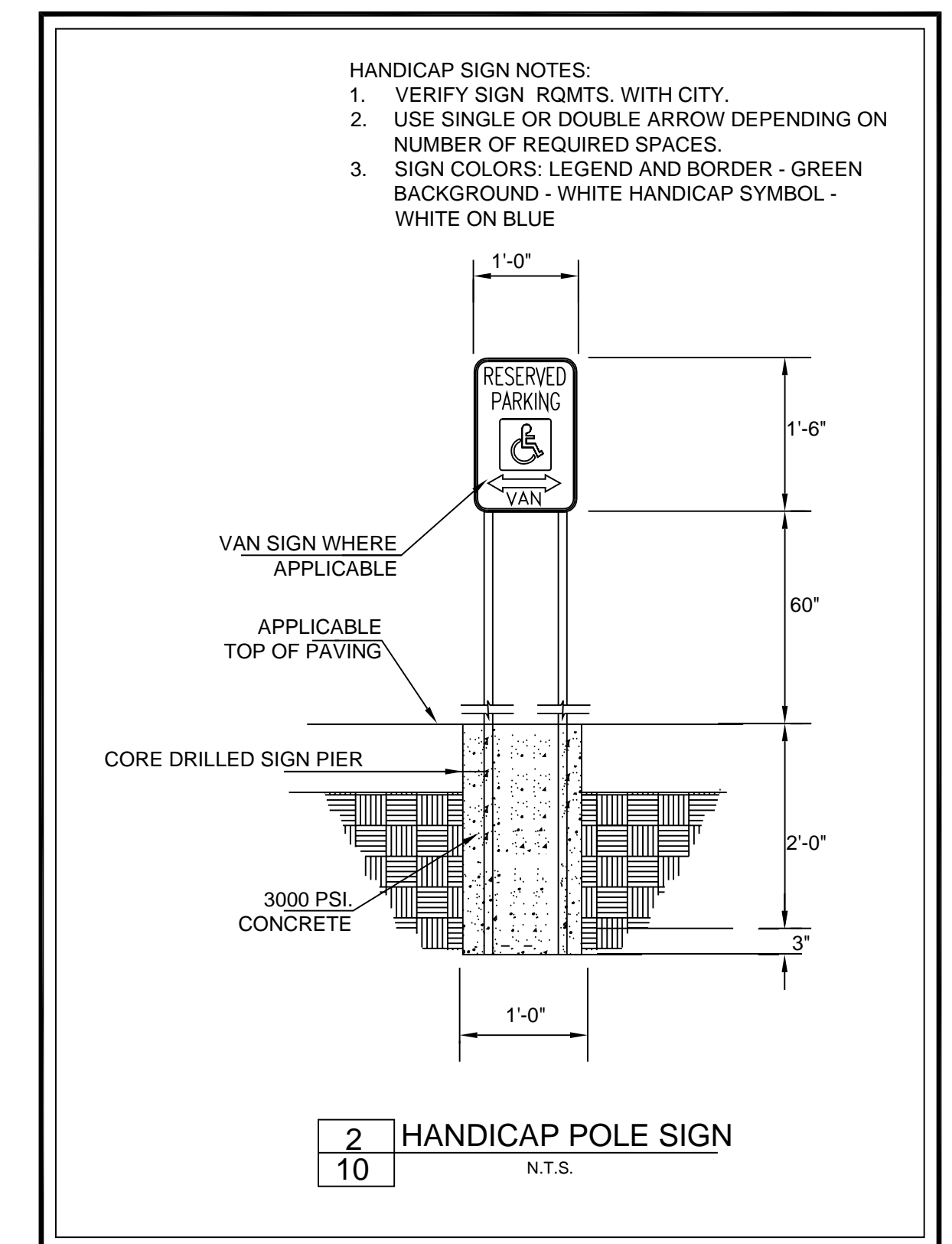
# HAMPTON INN SITE DEVELOPMENT

1.809 ACRES LOT 3 BLOCK "A"  
OF THE GHH BUNTON CREEK ADDITION  
CITY OF KYLE, HAYS COUNTY, TEXAS



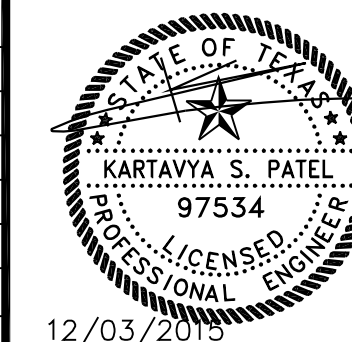
### CONSTRUCTION NOTES:

1. MAXIMUM SLOPE OF CURB RAMP SHALL BE 1:12 (8.33%) - 5% RECOMMENDED.
2. MAXIMUM SLOPE OF THE CURB RAMP'S "FLARED SIDES" SHALL BE (8.33% MAX).
3. SLOPE AND CROSS-SLOPE OF A SIDEWALK LEADING INTO A CURB RAMP'S SYSTEM SHALL BE A MAXIMUM OF 1:20 (5%) AND 2% CROSS-SLOPE.
4. MAXIMUM SLOPE OF A HANDICAPPED ACCESSIBLE ROUTE ALONG A SIDEWALK LEADING INTO A CURB RAMP, BEFORE IT MUST BE CONSIDERED A RAMP IS 1:20 (5%) AND 2% CROSS SLOPE.
5. ALL SLOPED SURFACES AT CURB RAMP SYSTEMS MUST HAVE A "SIGNIFICANT COLOR CONTRAST" FOR THE SEEING IMPAIRED. THEREFORE ALL SUCH SLOPES MUST HAVE "INTEGRAL COLOR IN CONCRETE" OR "STAINED" (SCOFFIELD), COMPARED TO THE ADJACENT "FLAT" SIDEWALK/PAVING SURFACE.
6. SLOPED CURB-RAMP SURFACE TO HAVE TEXTURE (IE-FORMED/SAWCUT GROVES 3/4" WIDE X 1/4" DEEP @ 2" ON-CENTER) FORMED PERPENDICULAR TO PATH OF TRAVEL FOR THE BLIND TO FEEL TEXTURE BENEATH THEIR FEET & FOR WHEELCHAIR TRACTION - ARRANGED SO WATER WILL NOT ACCUMULATE.
7. MAXIMUM SLOPE AND CROSS-SLOPE OF HANDICAPPED ACCESSIBLE PARKING SPACE & ADJACENT ACCESS AISLE IS 1:50 (2%) IN ANY DIRECTION.



NOTE:  
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4	12/03/15	4th CITY RESUBMITTAL	KP



ADA PLAN  
HAMPTON INN  
BUNTON ROAD  
CITY OF THE KYLE  
HAYS COUNTY, TEXAS

**TRIANGLE ENGINEERING LLC**

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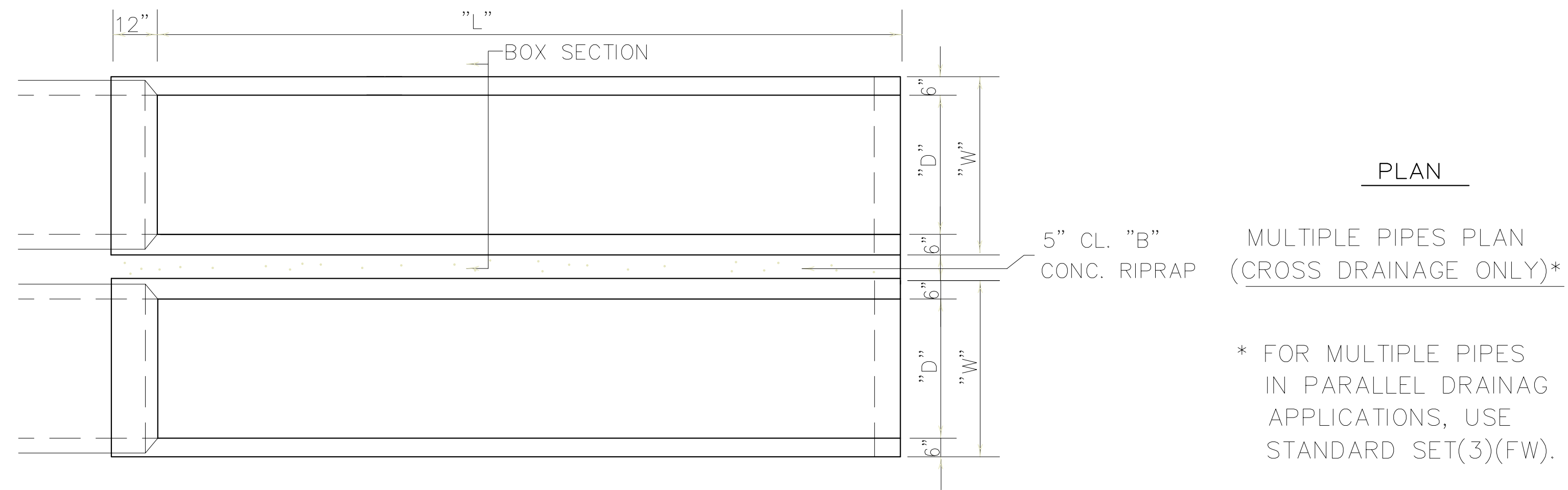
DESIGN/DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	08/01/15	1":30'	032-15	10

TX PE FIRM #11525

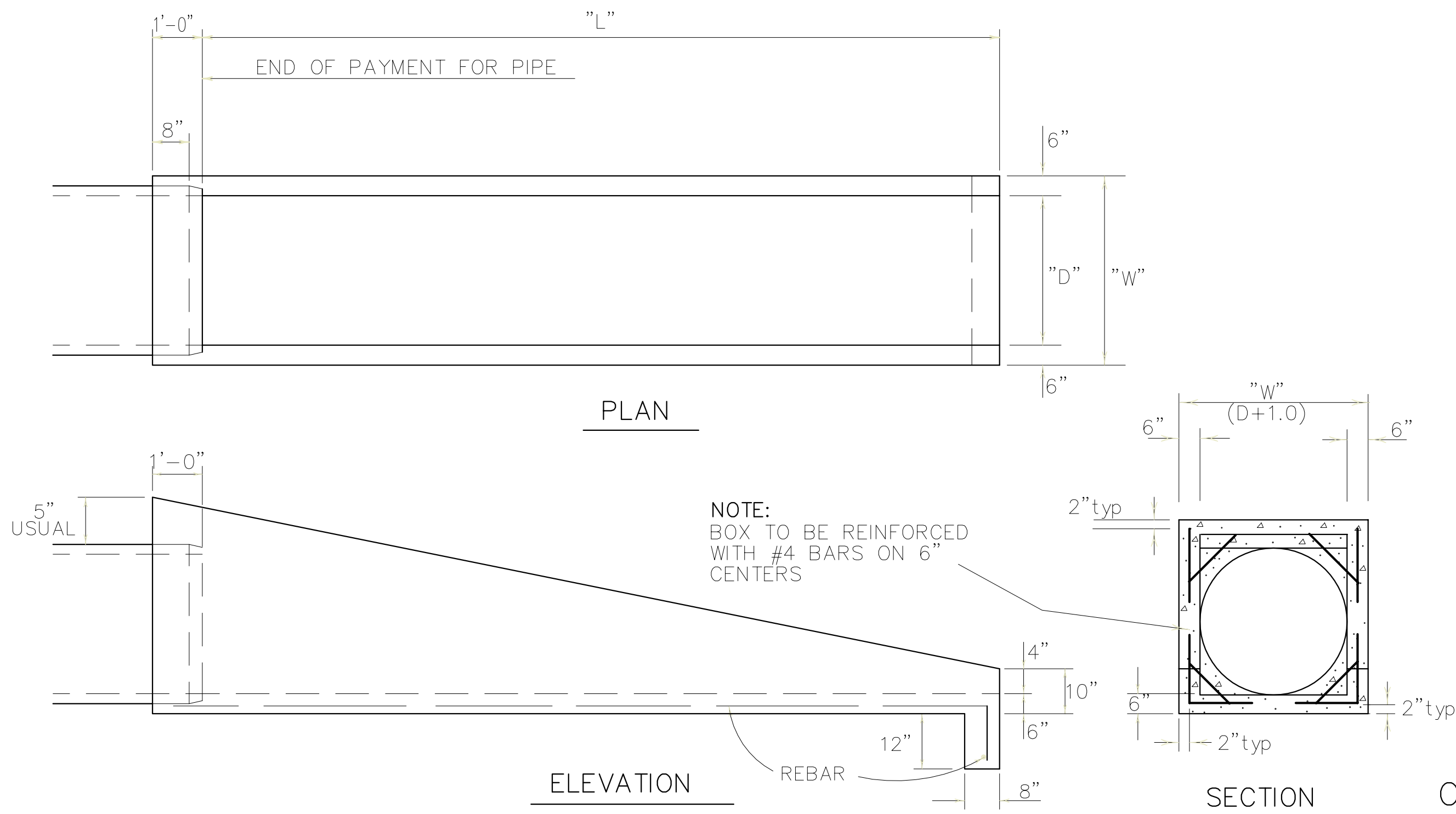
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http://www.dot.state.tx.us/ftw/specinfo/standard.htm set1.dgm

LEVELS DISPLAYED	6
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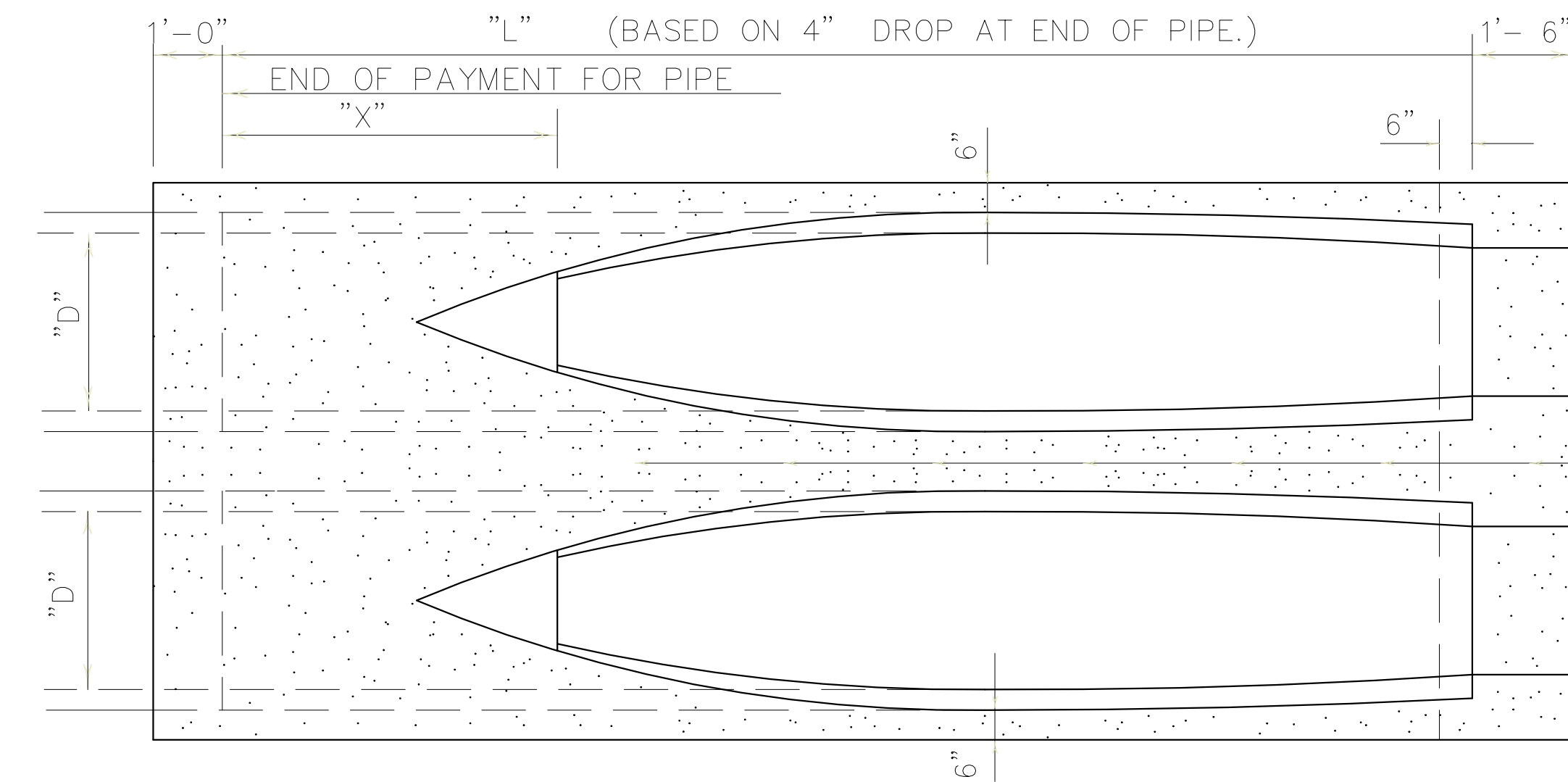
PLAN  
 5" CL. "B" CONC. RIPRAP  
 MULTIPLE PIPES PLAN (CROSS DRAINAGE ONLY)\*  
 \* FOR MULTIPLE PIPES IN PARALLEL DRAINAGE APPLICATIONS, USE STANDARD SET(3)(FW).



SLOPED CLASS "A" CONCRETE BOX

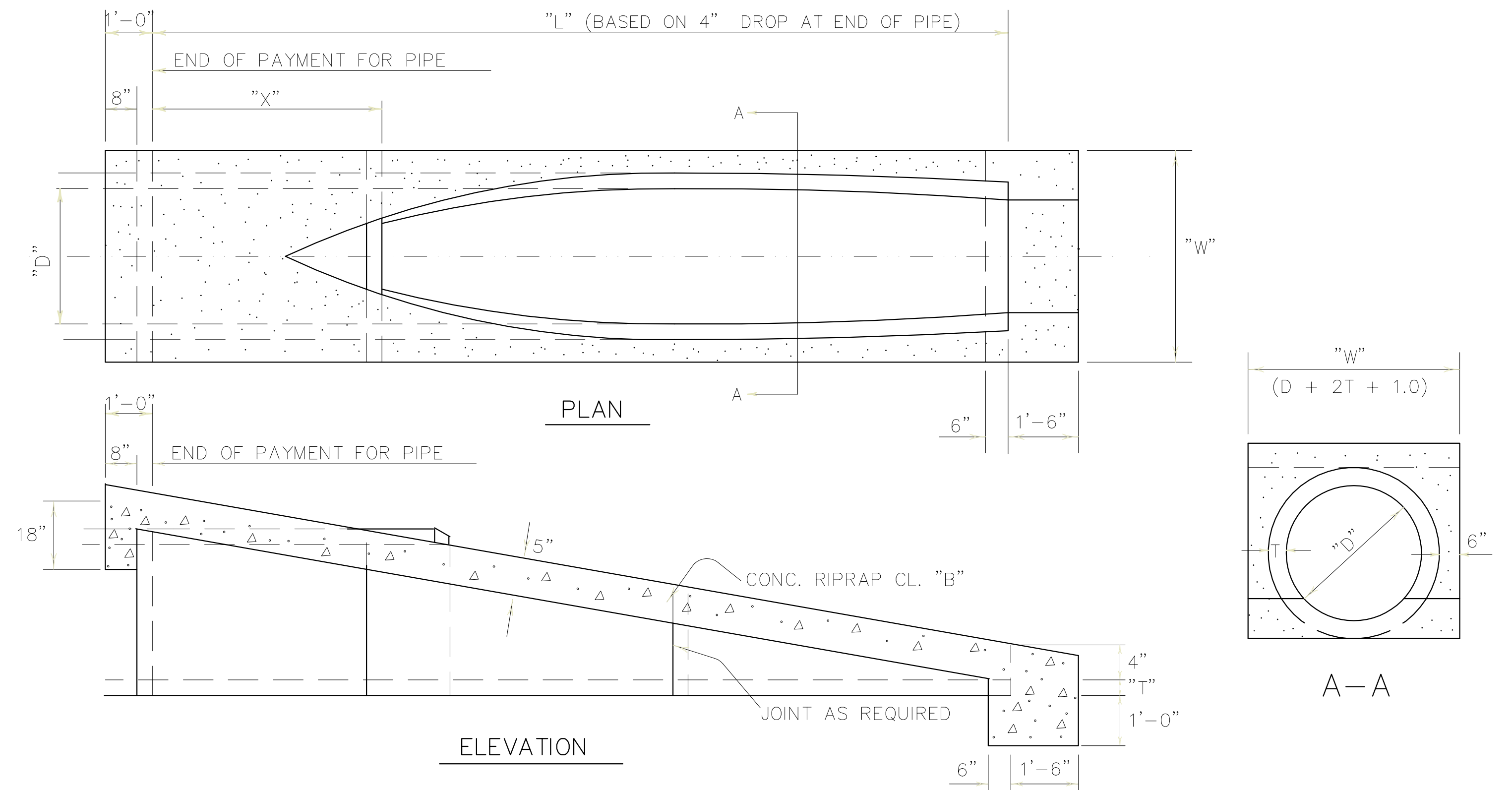
"D"	SLOPE	"L"	"W"	CL. A CONC (CY)	5" CL. B CONC RIPRAP (CY)
18"	3:1	4'-4"	2'-6"	0.56(N)	0.01(N-1)
18"	4:1	6'-2"	2'-6"	0.72(N)	0.02(N-1)
18"	6:1	9'-9"	2'-6"	1.06(N)	0.03(N-1)
18"	8:1	13'-4"	2'-6"	1.39(N)	0.04(N-1)
21"	3:1	5'-2"	2'-9"	0.70(N)	0.03(N-1)
21"	4:1	7'-3"	2'-9"	0.91(N)	0.04(N-1)
21"	6:1	11'-4"	2'-9"	1.33(N)	0.06(N-1)
21"	8:1	15'-6"	2'-9"	1.75(N)	0.07(N-1)
24"	3:1	6'-0"	3'-0"	0.86(N)	0.05(N-1)
24"	4:1	8'-4"	3'-0"	1.12(N)	0.06(N-1)
24"	6:1	13'-0"	3'-0"	1.64(N)	0.09(N-1)
24"	8:1	17'-8"	3'-0"	2.16(N)	0.12(N-1)
27"	3:1	6'-9"	3'-3"	1.03(N)	0.07(N-1)
27"	4:1	9'-5"	3'-3"	1.35(N)	0.09(N-1)
27"	6:1	14'-7"	3'-3"	1.98(N)	0.13(N-1)
27"	8:1	19'-10"	3'-3"	2.61(N)	0.18(N-1)
30"	3:1	7'-7"	3'-6"	1.22(N)	0.09(N-1)
30"	4:1	10'-6"	3'-6"	1.59(N)	0.12(N-1)
30"	6:1	16'-3"	3'-6"	2.35(N)	0.18(N-1)
30"	8:1	22'-0"	3'-6"	3.10(N)	0.24(N-1)

NOTE: "N" = # OF PIPES.  
 CONCRETE QUANTITIES ARE SHOWN FOR CONTRACTOR'S INFORMATION ONLY.



PLAN  
 MULTIPLE PIPES PLAN (CROSS DRAINAGE ONLY)\*

\* FOR MULTIPLE PIPES IN PARALLEL DRAINAGE APPLICATIONS, USE STANDARD SET(3)(FW).



SLOPED REINFORCED CONCRETE PIPE

OPTION ONE

"D"	SLOPE	"T"	"L"	"X"	1 PIPE		2 PIPES		MULTIPLE PIPES N = # OF PIPES	
					"W"	RIPRAP	"W"	RIPRAP	"W"(INCHES)	RIPRAP(CY)
18"	3:1	2"	5'-1"	1'-7"	2'-11"	0.48 CY	5'-7"	0.91 CY	32(N)+3	0.0532+0.430(N)
18"	4:1	2"	6'-10"	2'-2"	2'-11"	0.54 CY	5'-7"	1.01 CY	32(N)+3	0.0608+0.475(N)
18"	6:1	2"	10'-5"	3'-5"	2'-11"	0.64 CY	5'-7"	1.20 CY	32(N)+3	0.0754+0.560(N)
18"	8:1	2"	14'-0"	4'-8"	2'-11"	0.73 CY	5'-7"	1.37 CY	32(N)+3	0.0895+0.642(N)
21"	3:1	2"	5'-11"	1'-8"	3'-2"	0.55 CY	6'-3"	1.06 CY	36.5(N)+2	0.0379+0.510(N)
21"	4:1	2"	7'-11"	2'-3"	3'-2"	0.61 CY	6'-3"	1.17 CY	36.5(N)+2	0.0436+0.566(N)
21"	6:1	2"	12'-1"	3'-7"	3'-2"	0.73 CY	6'-3"	1.40 CY	36.5(N)+2	0.0546+0.671(N)
21"	8:1	2"	16'-2"	4'-10"	3'-2"	0.84 CY	6'-3"	1.61 CY	36.5(N)+2	0.0655+0.773(N)
24"	3:1	3"	6'-8"	1'-8"	3'-6"	0.61 CY	6'-11"	1.21 CY	41(N)+1	0.0201+0.594(N)
24"	4:1	3"	9'-0"	2'-4"	3'-6"	0.68 CY	6'-11"	1.35 CY	41(N)+1	0.0233+0.661(N)
24"	6:1	3"	13'-8"	3'-8"	3'-6"	0.82 CY	6'-11"	1.61 CY	41(N)+1	0.0295+0.790(N)
24"	8:1	3"	18'-4"	5'-0"	3'-6"	0.95 CY	6'-11"	1.87 CY	41(N)+1	0.0356+0.915(N)
27"	3:1	3"	7'-6"	1'-9"	3'-9"	0.68 CY	7'-7"	1.36 CY	45.5(N)	0.682(N)
27"	4:1	3"	10'-1"	2'-5"	3'-9"	0.76 CY	7'-7"	1.53 CY	45.5(N)	0.763(N)
27"	6:1	3"	15'-4"	3'-10"	3'-9"	0.92 CY	7'-7"	1.83 CY	45.5(N)	0.917(N)
27"	8:1	3"	20'-6"	5'-2"	3'-9"	1.07 CY	7'-7"	2.13 CY	45.5(N)	1.066(N)
30"	3:1	3"	8'-4"	1'-10"	4'-1"	0.75 CY	8'-3"	1.53 CY	50(N)-1	-0.022+0.775(N)
30"	4:1	3"	11'-2"	2'-6"	4'-1"	0.84 CY	8'-3"	1.71 CY	50(N)-1	-0.026+0.870(N)
30"	6:1	3"	16'-11"	3'-11"	4'-1"	1.02 CY	8'-3"	2.07 CY	50(N)-1	-0.033+1.051(N)
30"	8:1	3"	22'-8"	5'-4"	4'-1"	1.19 CY	8'-3"	2.41 CY	50(N)-1	-0.041+1.228(N)

REVISED - JULY 1983 - J.B.C.  
 REVISED - AUG. 1984 - H.G.O.  
 REVISED - APR. 1985 - R.O.N.  
 REVISED - OCT. 1986 - L.J.M.  
 REVISED - FEB. 1987 - J.A.T.  
 REVISED - NOV. 1991 - M.J.N.  
 REVISED - FEB. 1994 - E.R.F.

NOTE: CONCRETE QUANTITIES ARE SHOWN FOR CONTRACTOR'S INFORMATION ONLY.



TYPE II  
 SAFETY END TREATMENT  
 -CROSS OR PARALLEL DRAINAGE-  
 18" TO 30" PIPES  
 SET(1)

DRAWN	FED. DIST. NO.	STATE	FEDERAL AID PROJECT NO.	SHEET NO.
CHECKED	6	TEXAS		
TRACED	STATE DIST. NO.	COUNTY	CONTROL NO.	SECTION NO.
CHECKED				JOB NO. HIGHWAY NO.



CITY OF KYLE, TEXAS

Sonic Drive In - Parking waiver

**Meeting Date:**  
**1/5/2016**  
**Date time:7:00 PM**

**Subject/Recommendation:** Consider a request by MNT & S Development (Sonic Drive In) for a waiver to exceed the maximum number of parking spaces per the Code of Ordinances, Chapter 53 (Zoning) Section 53-33 (n) (3) (Maximum Parking) for property located at 400 E. RR 150. ~  
*Howard J. Koontz, Director of Planning and Community Development*

**Other Information:** Please see attachments.

**Legal Notes:** N/A

**Budget Information:** N/A

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Staff Memo	Backup Material
<input type="checkbox"/> Waiver Request Letter	Backup Material
<input type="checkbox"/> 53-33	Backup Material
<input type="checkbox"/> Site Plan	Backup Material



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**Special Exception Number:** SD-15-019

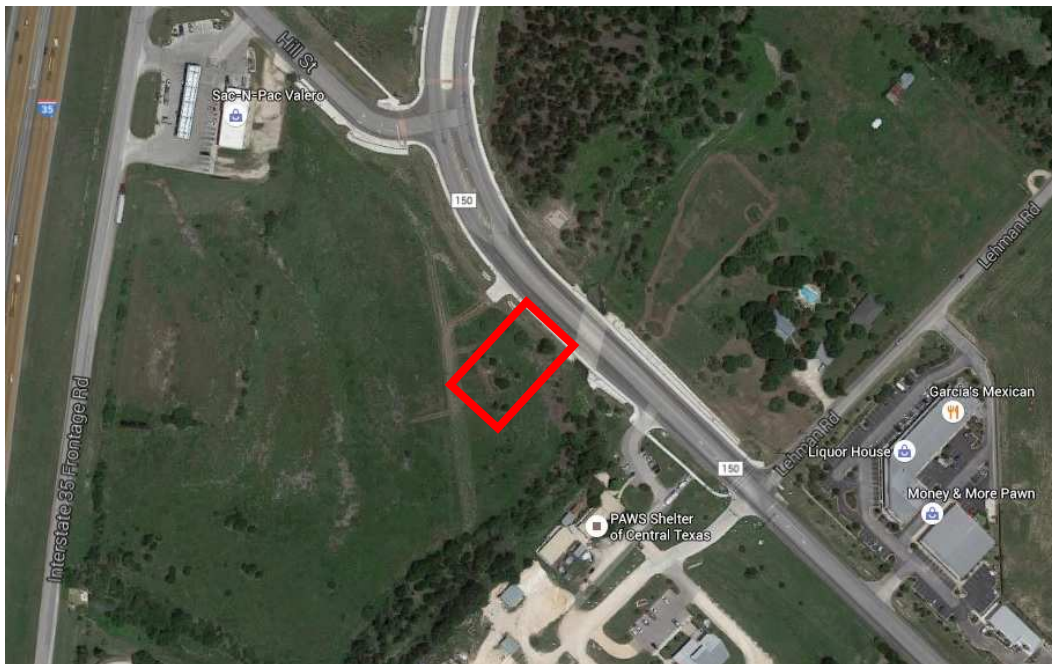
**Property Location** 400 E. RR 150  
Kyle, Texas 78640

**Petitioner** John Patton, Sonic Restaurants  
4513 Burleson Road  
Austin, Texas 78744

**Request** Applicant seeks a special exception, pursuant to §53-33(n)(7), for off-street parking spaces.

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**Vicinity Map**



The site is located at 400 E. RR 150, which is on the south side of 150, between its intersection with Hill Street and Lehman Road. The applicant's development parcel is 0.861 acres, and he seeks to construct a roughly 1,700-square foot Sonic Drive-In restaurant with 41 parking spaces.

**Zoning Ordinance Analysis**

The development site is zoned R/S (Retail/Services district). All new development projects in R/S, both public and private, are required to provide a certain amount of off-street parking, pursuant to a table found in §53-33(n) in the city's Zoning Ordinance. 53-33(n) prescribes two metrics for how to determine the minimum number of parking spaces required for each development parcel: minimum parking ratio's are either set by



zoning district, or more narrowly by the intended land use of the parcel. Kyle also enforces a maximum number of permissible parking spaces, capped at 150% of the required minimum spaces, which is a district-wide standard.

In the case of this application, the property is zoned R/S, which generally prescribes a parking ratio of 1 space for every 250 square feet of gross floor area of the building. Therefore, the building could be required to install no fewer than seven (7) spaces, and no more than ten (10). The applicant has proposed 41 spaces on the site, to be used as both “seating area” and general parking for walk-up service.

Because parking metrics should be assigned by the more specific land use intended for the site, the proposed Sonic restaurant should use a standard for Drive-In Restaurant, as defined in §53-5. However, although that land use is defined in the Zoning Ordinance, the associated parking metric is not present in the parking table located in §53-33(n). Because of this, the terms of §53-33(n)(7) are applicable. That text reads as follows:

*“Council determination.* Off-street and on-street parking, for all uses not within the categories listed in this subsection, shall be adequate to meet the anticipated needs and shall be determined by the city council using standards outlined for special exceptions and with a view towards providing adequate parking and carrying out the general scheme of the parking requirements herein set out.”

### **Relevant Sections of the Zoning Ordinance**

§53-5 Definitions:

*Drive-in eating establishment* means any structure and premises specifically designed for the preparation and dispensing of food and meals for consumption either indoors or in a vehicle parked on the premises, or to be taken away for consumption at other places.

*Restaurant* means an establishment engaged in the preparation and retail sale of food and beverages for on-premises consumption. Typical uses include diners, dinner houses, but not a drive-in/drive-thru or fast-food restaurant.

*Restaurant, drive-thru* means an establishment where food and/or beverages are sold in a form ready for consumption, where a portion of the pick-up and consumption of food may take place from an automobile. The term "drive-thru restaurant" includes fast-food restaurants.

§53-33(n):

*See attachment*

## §53-1198(g)(2): Standards for *Special Exceptions*

*Special exceptions.* The board of adjustment shall have the power to hear and decide special exceptions to the terms of this chapter when this chapter requires the board of adjustment to do so. Such special exceptions shall be as follows:

- a. To permit a public utility or public service use or structure in any district as necessary to house equipment, pumps, switching gear, and similar devices only, required for the provision of the utility service or a public utility or public service building of a ground area and of a height at variance with those provided for in the district in which such public utility or public service building is permitted to be located, when found reasonably necessary for the provision of utility service and the public health, convenience, safety or general welfare.
- b. To grant a permit for the extension of a use, height or area regulation into an adjoining district for any lot platted in an approved subdivision, where the boundary line of the district divides such lot and the lot was in a single ownership on June 3, 1991.
- c. Authorize a variance from the parking and loading requirements in any of the districts whenever the character or use of the building is such as to make unnecessary the full provision of parking or loading facilities, and where the topography or unusual shape of the lot and regulations would impose an unreasonable hardship upon the use of the lot, as contrasted with merely granting an advantage or a convenience.

### **Recommendation**

Because the proposed parking layout meets the city's guideline for providing adequate parking and presents an acceptable layout for the anticipated vehicle load, staff recommends the council approve the site plan submittal, as presented.

### **Attachments**

1. Site Plan – dated October 27, 2015 and dated received by the Community Development department on December 2, 2015.
2. Kyle City Code §53-33

December 17, 2015

Debbie Guerra  
Planning Technician  
City of Kyle  
100 W. Center St  
Kyle, TX 78640

RE: Sonic Drive In – FM 150 – Waiver Request Letter

Debbie:

Please accept this letter as a formal request for a waiver to:

- The maximum parking spaces.
  - The proposed site plan exceeds the maximum parking spaces allowable by zoning. The maximum is 150% of the minimum amount. The Sonic Drive In restaurant utilizes drive in parking spaces and outdoor patio space for dining, as opposed to indoor dining restaurants. Due to this, the building area is smaller, which makes the parking requirement smaller. The required spaces for the site is only 7 spaces, which then has a maximum of 11 spaces.

We respectfully request this waiver to allow the parking spaces to be as shown.

Please let me know if you have any questions or comments.

Thank you,



James Ingalls, P.E.

Sec. 53-33. - General requirements and limitations.

- (a) *Conformity to zoning district required.* No building shall be erected and no existing buildings shall be moved, structurally altered, added to or enlarged, nor shall any land, building or premises be used, or designated for use for any purpose or in any manner other than provided for hereinafter in the district in which the building, land or premises is located; provided, however, that necessary structural repairs may be made where health and safety are endangered.
- (b) *Signs and billboards.* No sign or billboard shall be erected, moved, altered, added to, enlarged, painted, or modified unless it shall conform to the provisions of this chapter and all applicable city ordinances governing the placement, location, permitting, construction and maintenance of signs. Except as otherwise expressly authorized by ordinance, all off-premises signs and billboards are expressly prohibited.
- (c) *Structures and buildings.* No building, structure or accessory structure shall be erected, converted or enlarged, nor shall any such existing building or structure be structurally altered or rebuilt, nor shall any open space surrounding any building be encroached upon or reduced in any manner, unless the same shall be done and completed in a manner to comply with all applicable city codes and ordinances, and such work and structure shall:
- (1) Conform to the building setback line, building site area, building location and land use regulations hereinafter designated for the district in which such building or open space is located.
  - (2) Not exceed the height limit herein established for the district in which such building is located, except as specifically authorized as follows:
    - a. The height limits prescribed herein shall not apply to television and radio towers, church spires, belfries, monuments, tanks, water and fire towers, stage towers, scenery lofts, cooling towers, ornamental towers and spires, chimneys, elevator bulkheads, smokestacks, necessary public or private utilities, conveyors, flagpoles, and necessary mechanical appurtenances. The height limits and other applicable regulations for television, radio and communications towers and antennas may be established by separate ordinance.
    - b. Public or semipublic service buildings, institutions or schools, where permitted, may be erected to a height not exceeding 60 feet and churches and other places of worship may be erected to a height not exceeding 75 feet when each of the required yards is increased by one foot for each two feet of additional building height above the height limits for the district in which the building is located.
- (d) *Accessory structures and uses.* Accessory structures designed, constructed and located for a use permitted in the district, in compliance with this chapter and all other applicable city ordinances, are permitted in each zoning district.
- (e) *Conformity to construction plan requirements.* No structure or building shall be erected, converted, enlarged, reconstructed or structurally altered unless construction plans meeting the requirements of this chapter have been approved by the city engineer and/or city building official.
- (f) *Conformity to parking and loading space requirements.* No structure or building shall be erected, converted, enlarged, reconstructed, or structurally altered unless it shall conform to the off-street parking and loading requirements of this chapter.



- (g) *Conformity to landscaping and screening requirements.* No building or structure shall be erected, converted, enlarged, reconstructed, or structurally altered unless it shall conform to the landscaping and screening requirements of the this chapter.
- (h) *Conformity to building setback requirements.* No yard or other open space provided around any structure or building for the purpose of complying with provisions of this chapter shall be considered as providing a yard or open space for a building on any other lot.
- (i) *Outdoor lighting.* All outdoor lighting shall be installed and maintained in compliance with all applicable city ordinances. Such lighting shall be located and maintained in a manner so as to not be directed onto any public street or adjacent property; provided that, such lighting may be directed directly down upon a public street as provided for streetlights.
  - (1) *Multifamily, business and industrial.* Outdoor lighting for multifamily, general retail, commercial, office and industrial property will be in accordance with the provisions of this chapter and city building codes. A lighting plan shall be included with the site plan submitted for a building permit.
  - (2) *Residential.* Outdoor lighting on residential property will be installed in accordance with applicable city ordinances. It will be located so as not to be directed directly upon adjoining property or create a nuisance for adjoining property owners. Lighting used for security purposes, which will be operated during night hours will be located as close as is practicable to main dwellings.
- (j) *Height and placement requirements.* Except as otherwise specifically provided in this chapter, no building shall be erected or maintained within the required building setback line set forth herein, or which exceeds the height limits specified in chart 1 in subsection (k) of this section. The minimum street line width of all residential lots situated on a cul-de-sac shall be 35 feet, excluding width of side yard, drainage and/or public utility easements in which pipe will be laid as part of the initial development. The minimum street line width of all other lots situated on a cul-de-sac shall be 50 feet, excluding width of side lot line drainage and/or public utility easements in which pipe will be laid as part of the initial development.
- (k) *Common areas.* If any part or portion of a development or property includes a common area or common open area, a home and/or property owners association shall be created and established in which all property owners shall be members. The articles and bylaws for the corporation and the declarations, conditions, covenants and restrictions for the proposed development shall provide for the assessment and collection of fees adequate and as necessary to maintain all such common areas in a good, clean and safe condition, and in compliance with all codes and ordinances of the city.

Chart 1

Land Use District	Front Setback (feet)	Side Setback (feet)	Corner Lot at Side Street or Alleyway Setback (feet)	Street Side Yard Setback (feet)	Rear Setback (feet)	Min. Lot Square Footage Area	Min. Lot Street Line Width (feet)	Height Limit (feet)
A	25	25	25	25	25	43,500	150	Item # 11 45

UE	25	25	25	25	25	22,500	100	45
R-1-1	30 <sup>9</sup>	7	10	15	10	8,190 <sup>1</sup>	80 <sup>1</sup>	<u>35</u>
R-1-2	30 <sup>9</sup>	5	10	15	10	6,825 <sup>1</sup>	65 <sup>1</sup>	<u>35</u>
R-1-A	25	(2)	10	15	15	4,550 <sup>1</sup>	<u>35</u>	<u>35</u>
R-1-T	(3)	(3)	10	15	(3)	2,844 <sup>3</sup>	<u>35</u>	<u>35</u>
R-1-C	(4)	(4)		15	(4)	9,000 <sup>4</sup>	80	45
R-2	25 <sup>9</sup>	7	10	15	25	9,000	80	<u>35</u>
R-3-1	25	15	15	15	25	(5)	80	<u>35</u> <sup>6</sup>
R-3-2	25	20	15	15	25	(5)	80	45 <sup>7</sup>
R-3-3	25	7	15	15	25	(13)	90	45 <sup>7</sup>
M-1	25	7	15	15	25	8,190	80	<u>35</u>
M-2	25	7	25	25	25	8,190	80	<u>35</u>
CBD-1	25 <sup>8</sup>	(8)	15	15	(8)	(8)	(8)	<u>35</u> <sup>8</sup>
CBD-2	0	0	0	0	0	2,500	25	45
RS	25	10	15	15	15	6,000	50	45
HS	50	50	50	50	50	10 acres	200	100 <sup>14/15</sup>
W	25	25	25	25	25	9,000	80	45
CM	25	50	50	50	50	43,500	150	45
E	25	25	15	15	15	6,000	50	45 <sup>14</sup>
TU	25	7	15	15	15	(10)	(10)	(10)
B	25	25	25	15	15	(11)	(11)	(11)
PUD	(8)	(8)	(8)	15	(8)	5 acres	(8)	(8)

## Notes for chart—

- (1) On approval by the city council: in a section or phase of a subdivision up to 25 percent of R-1-1 lots may be less than 8,190 square feet in area but not less than 7,200 square feet, and up to 25 percent of the lots may be less than 80 feet in width but not less than 65 feet in width; and up to 25 percent of R-1-2 lots may be less than 6,825 square feet in area but not less than 5,825 square feet, and up to 25 percent of the lots may be less than 65 feet in width but not less than 55 feet in width; and up to 25 percent of R-1-T lots may be less than 2,844 square feet in area but not less than 2,500 square feet, and up to 25 percent of the lots may be less than 35 feet in width but not less than 20 ft in width; and up to 25 percent of R-1-A lots may be less than 4,550 square feet in area but not less than 4,000 square feet, and up to 25 percent of the lots may be less than 35 feet in width but not less than 30 ft in width. If the city council approves any lots to be platted that have less area than the minimum area provided in the chart 1 in this section for any such zoning district, the percentage of such smaller lots actually platted and fully developed in any section or phase shall not at anytime exceed the percentage of smaller lots approved by the city council for the entire subdivision or development. In no event shall more than 25 percent of the lots in any phase or section of a subdivision have less land area than the minimum lot area established in chart 1.
- (2) Side yard setback for the R-1-A district is ten feet on one side, and a zero lot line is permitted on the other side. See definition for zero-lot-line lot.
- (3) See division 5 of this article, pertaining to residential townhouse district R-1-T.
- (4) See division 6 of this article, pertaining to residential condominium district R-1-C.
- (5) Minimum lot area for property in the R-3-1 and R-3-2 district is 12,000 square feet, plus an additional 1,500 square feet for each dwelling unit in excess of four units; provided that the density limitations set forth for each such district shall apply.
- (6) Not to exceed two stories.
- (7) Not to exceed three stories.
- (8) The conditions and limitations, setbacks and lot requirements set forth in chart 1 applicable to the district governing the proposed base use of the property shall apply within this district, i.e., if the proposed use of property within the district is a use provided for in the CBD-1 district the conditions and limitations applicable to the CBD-1 district shall apply to the property.
- (9) An approval by the city council up to 50 percent of the lots within a subdivision may have a front setback line of less than 30 feet but not less than 20 feet; provided that no more than three consecutive and abutting lots shall have less than 30 feet front setback; and no more than 25 percent of the lots shall have a minimum front setback of 25 feet; and not more than 25 percent of the lots shall have a minimum front setback of 20 feet.
- (10) The conditions, limitations, setbacks and lot requirements shall be determined by the planning commission as part of the site development approval process subsequent to review and recommendation by staff.
- (11) The conditions, limitations, setbacks and lot size requirements shall comply fully with chapter 29, pertaining to signs.
- (12) Minimum lot area for property in the R-3-3 district is 12,000 plus 1,500 square feet for each residential unit; minimum lot width shall be 90 feet.
- (13)

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Height limitation applies to buildings; height for amusement rides shall be determined on a case-by-case basis.

- (14) Not to exceed 100 feet for the main hospital building, and not to exceed 75 feet for any other building. No portion of any building within 100 feet of the property line of a single-family residential use shall exceed 35 feet in height.
- (15) Permitted heights can exceed the maximum feet shown when and only when structured parking is included in the construction design of the building and occurs in the same phase of construction as the building and providing for a minimum of one-third of the number of the required parking spaces that are required by ordinance to separately serve the uses within the building.

- (l) *Impervious coverage.* The maximum percentage of lot area which may hereafter be covered by the main buildings and all accessory buildings shall not exceed that set forth in chart 2 in this subsection. In the following zoning districts, the maximum building lot coverage for multiple-family dwellings must conform to the following schedule:

Chart 2

District	Maximum Lot Coverage	
	Main buildings (in percent)	Main building and accessory buildings (in percent)
R-1-1	<u>35</u>	<u>40</u>
R-1-2	<u>35</u>	45
R-1-A	<u>40</u>	60
R-1-T	<u>40</u>	60
R-1-C	<u>40</u>	50
R-2	<u>40</u>	50
R-3-1	<u>40</u>	50
R-3-2	<u>40</u>	50
R-3-2	<u>40</u>	50
CBD-1	60	65 <sup>(1)</sup>
CBD-2	100	100
RS	60	65

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HS	60	65
W	50	60
CM	<u>40</u>	45
E	60	65
TU	60	65

Note—Open off-street parking and loading areas will not be considered as lot coverage under this subsection.

- (1) Maximum lot coverage of 70 percent for the main building and for all buildings is permitted on lots where existing buildings were located prior to the date of the ordinance from which this chapter is derived. This only applies to buildings that existed on the date of the ordinance from which this chapter is derived, and that are within the area hereafter zoned CBD-1.
- (m) *Floor area ratio.* Except as hereinafter provided, no building or structure may be erected, added to or altered to exceed the maximum floor area ratio standards in the various zoning districts as set forth in chart 3 in this subsection. In the zoning districts listed in the chart in this subsection, the maximum floor area ratio (FAR) for any building or structure shall be as follows:

Chart 3

District	Building Area, Maximum Floor Area Ratio to Land Area
CBD-1	1.8:1
CBD-2	2.5:1
RS	1.8:1
HS	1.8:1
W	1.5:1
CM	1.2:1
E	1.8:1
TU	1.8:1

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Structures used for off-street parking of vehicles shall not be included in calculating the building area to determine floor area ratio (FAR) standards.

- (n) *Parking.* Automotive vehicles or trailers not bearing current license plates and state motor vehicle inspection stickers, excluding racing cars, antique cars, and cars belonging to members of armed forces who are on active duty, shall be parked or stored in any residential area only in completely enclosed buildings. No vehicle, trailer or major recreational equipment shall be parked or stored on any lot except that it shall be enclosed in a building or parked on a driveway or a concrete, paved or stone pad installed for such a purpose and subject to the following requirements:
- (1) *Parking regulations.* Where any lot and/or structure is erected, reconstructed or converted for any of the business or commercial uses permitted in this chapter, designated on-street or off-street parking spaces shall be provided in a number not less than as provided in chart 4, set forth in this subsection.
  - (2) *Handicap parking.* Nonresidential handicap parking and handicap accessible routes shall be provided and constructed in compliance with the Texas Accessibility Standards (TAS).
  - (3) *Maximum parking.* The maximum number of parking spaces for a general retail, commercial, office or industrial use area shall not exceed 150 percent of the parking required pursuant to chart 4.
  - (4) *Width of parking spaces.* Except for all required handicap parking, not less than 50 percent of all parking spaces, for any given commercial use must be a minimum of nine feet in width, and all remaining parking spaces must not be less than 8½ feet in width.
  - (5) *Reduction of parking.* The total number of required motor vehicle parking spaces for a nonresidential use may be reduced by five percent for each of the activities listed in this subsection provided by the owners or operators, up to a maximum of ten percent reduction in the total number of motor vehicle spaces:
    - a. Participate in an area wide carpool/vanpool ride matching program for employees; designating at least ten percent of the employee motor vehicle parking spaces as carpool/vanpool parking and placing such spaces closer to the building than other employee parking;
    - b. Providing showers and lockers for employees who commute by bicycle;
    - c. Providing covered, secured bicycle parking racks or facilities;
    - d. Providing a transit facility that is approved by the local transit authority, and related amenities. Related amenities include, but are not limited to, a public plaza, pedestrian sitting areas, and additional landscaping.
  - (6) *Development and maintenance standards for parking areas.* Every parcel of land hereafter used as a public or private parking area, including commercial parking lots, shall be developed as follows:
    - a. Off-street parking areas for more than five vehicles shall be effectively screened by a sight-obscuring fence, hedge or planting, on each side which adjoins a residential use or property situated in a residential area.
    - b. Except for parking to serve residential uses, parking and loading areas adjacent to or within residential zones or adjacent to residential uses shall be designed to minimize disturbance of residents.
    - c. Access aisles shall be of sufficient width for vehicular turning and maneuvering.

(7)

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*Council determination.* Off-street and on-street parking, for all uses not within the categories listed in this subsection, shall be adequate to meet the anticipated needs and shall be determined by the city council using standards outlined for special exceptions and with a view towards providing adequate parking and carrying out the general scheme of the parking requirements herein set out.

- (8) *Special exception.* The city council may grant a special exception to allow two or more uses to share parking spaces upon a showing that the particular uses in question will require parking at different times. Any spaces the council allows to be shared count toward the number of spaces each use must provide.

Chart 4<sup>(1)</sup>

Use (See exhibit A for list of SIC codes)	Number of Parking Spaces <sup>(1)</sup>
CBD-1	One space for every 200 square feet of floor space.
CBD-2	If located on Center, Main or Front Streets, parking requirements will be decided on case-by-case basis. All others will provide one space for every 200 square feet of floor space.
R-1-1, R-1-2, R-1-A, R-1-T, R-1-C, R-2, R-3-1, R-3-2, R-3-3, M-1, M-2 and M-3 districts	Two spaces minimum for each living unit, and one-half space for each additional bedroom above two.
W and CM districts	One space per 1,000 feet of gross floor area and one space for every 1½ employees.
SIC codes: 72111000 (hotels); 72111001 (motels)	One space per bedroom and one space for each two employees.
SIC codes: 62149300 (emergency clinic); 62311000 (convalescent and nursing home); 62221000 (rehabilitation services); 62221001 (rehabilitation clinic); 62331100 (retirement homes)	One space for each two employees, and one space for each four patient beds.
Bars, cafes, restaurants, taverns, night clubs, and similar uses. RS SIC codes 72211006—72211017 (fast-food); 72211000—72211005 (restaurants); 72221200 (cafeteria); 72241001 (bar); 72241004 (brew	One space for every four seats provided for customer services provided food is served. Bars and brew pubs which do not serve food shall have one space for three persons up to the maximum capacity allowed by fire

pub)	codes for establishment.
RS district, E district unless SIC code stated additional requirements above.	One space for each 250 square feet of gross floor area.
HS district (hospital, extended care facility, intermediate care facility, longterm care facility).	Two for each bed, plus one for each two employees on the largest shift at full design capacity.
HS district (ambulance service)	Two for each ambulance vehicle.
HS district (medical educational institution)	One per each facility member, plus one for each three students.
HS district (clinic or doctor's office)	One per 200 square feet of gross floor area.

Note—<sup>(1)</sup>The city council may, based on a site plan approved by council, waive all or part of these parking space requirements for buildings within the original town.

- (o) *Uses noncumulative.* Uses within each district are restricted solely to those uses expressly permitted in each district, and are not cumulative unless so stated.
- (p) *Exceptions.* Nothing in this section shall prohibit the approval of a comprehensive zero lot line residential development or other innovative housing development in compliance with the other terms and provisions of this chapter.
- (q) *Mandated exceptions.* To the extent required by state or federal law, a personal care facility is an additional permitted use in any zoning district; provided that:
  - (1) Homes and residential units not designed and constructed in compliance with the ordinance and code requirements applicable to multiple-occupancy residential buildings and nursing homes, shall meet the following requirements:
    - a. The structure shall comply with provisions of the fire code, electrical code and building code that are applicable to nursing homes;
    - b. There shall be two parking spaces, plus one additional space for each three residents;
    - c. There shall be not less than 50 square feet of living space within a sleeping room for each occupant assigned to such room;
    - d. There shall be not less than 175 square feet of living area in the structure for each occupant/resident of the structure, and attendant on duty; and
    - e. The structure and operation shall comply with the standards established by the state department of human services as licensing standards for personal care facilities for a type B facility.
  - (2) The home must meet all applicable state licensing requirements;
  - (3) A personal care facility must have at least one paid staff member on duty 24-hours per day, and one supervisor for each six residents during waking hours;

Item # 11



(4) A personal care facility may not have more than 15 residents.

(Ord. No. 438, § 20, 11-24-2003; Ord. No. 438-35, §§ 1, 2, 8-2-2005; Ord. No. 526, §§ 2—6, 1-8-2008; Ord. No. 568, § 1, 5-5-2009; Ord. No. 663, §§ 1, 2, 7-19-2011)





CITY OF KYLE, TEXAS

License Plate Reader Program

**Meeting Date:**  
**1/5/2016**  
**Date time:7:00 PM**

**Subject/Recommendation:** Approve a split-funding agreement with VIGILANT SOLUTIONS, INC., Livermore, CA, to install license plate recognition products in three Kyle Police Department vehicles to collect on outstanding municipal warrants and fines for a 25 percent fee of the amount of the fine. ~ *Jeff Barnett, Chief of Police*

Under this agreement, Vigilant Solutions, Inc., will install license plate recognition products in three Kyle Police Department vehicles at no cost to the City of Kyle in an effort to increase the efficiency of the redemption and clearing of outstanding municipal warrants and fines.

In addition, Vigilant Solutions, Inc., will also provide equipment for the police officer to take credit card payments on the spot. In exchange, Vigilant Solutions, Inc., will add and receive fees totaling 25 percent to the amount of the outstanding fine. The amount of the 25 percent fee that will be charged and collected by Vigilant Solutions, Inc., will be borne by the individual who has the outstanding municipal warrant and fine.

**Other Information:**

The state law allows the governing body to set a fee in an amount that is reasonably related to the expense incurred up to the above maximum fee percentage.

The breakdown of the fee totaling 25.0 percent is as follows:

- Credit Card Processing Fee: 5.0%
- Credit Card Handling Fee: 5.0%
- Transaction Fee: 15.0%

**Legal Notes:**

**Budget Information:**

The City will be required to incur costs necessary to make programming changes to the Municipal Court's information management system. It is estimated that this cost will be in the \$1,500.00 to \$2,500.00 range.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> MOU	Backup Material
<input type="checkbox"/> Merchant ID Application	Backup Material
<input type="checkbox"/> Vigilant Documents	Backup Material
<input type="checkbox"/> Texas HB 121	Backup Material
<input type="checkbox"/> Split Funding Agreement	Backup Material

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between:

Vendor: Vigilant Solutions, Inc.  
2021 Las Positas Court, Suite #101  
Livermore, CA 94551

Agency: City of Kyle  
c/o Police Chief  
100 W. Center Street  
Kyle, TX 78640-9540

**A. Purpose.** To allow the Agency to utilize license plate recognition products and services provided by Vendor to increase the efficiency of the redemption and clearing of outstanding warrants and fines owed to Agency.

**B. Roles and Responsibilities.** The following details the roles, responsibilities, and deliverables necessary to insure the success of the warrant redemption and fine collection activities of the Agency:

**Vendor** agrees to deliver to Agency the license plate recognition products and services, payment processing products and services, and warrant clearing support activities set forth in Exhibit A.

**Agency** agrees to utilize the license plate recognition products and services, payment processing products and services, and clearing support activities provided by Vendor in the manner and as described by Exhibit B.

**C. Financial Implications to Agency.** No financial commitment by Agency is required to participate in this program. This program and MOU is intended to have zero fiscal impact on Agency for use of Vendor's license plate recognition products and services in Agency's efforts to increase the efficiency of the redemption, and collectability of outstanding warrants and fines owed to Agency.

**D. Timeframe.** The MOU shall commence once executed and shall continue until terminated. Either party may terminate this MOU for its convenience, and in its sole discretion, by providing the other party thirty (30) days prior written notice of termination. Upon termination of this MOU, Agency will immediately cease all use of Vendor deliverables and will return all hardware furnished pursuant to Exhibit A back to Vigilant.

Upon termination of this MOU and upon Agency providing written request to Vigilant, Agency will be provided a copy of all license plate recognition ("LPR") data collected by Agency. Such data shall be provided in standard XML format. A copy of the original LPR vehicle location data shall remain on Vendor's servers for purposes of sharing such data with other law enforcement agencies and uses in accordance with, and pursuant to, a permissible purpose set forth under the federal Drivers Privacy Protection Act (DPPA).

**E. Processing and Handling Fees.** Agency agrees that it will collect processing and handling fees at the time payment is made through Vendor's payment processing service pursuant to the fee schedule set forth in Exhibit C as permitted by Texas Statute, Chapter 132 of the Local Government Code, which is attached as Exhibit D.

**F. Indemnification.** Each Party to this MOU shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating Party shall be considered the agent of the other participating Party. Each Party to this MOU shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur



within the scope of their official duties. Under no circumstances shall this MOU be interpreted to create a partnership or agency relationship between the Parties. During the term of this Agreement, Vigilant shall maintain insurance with the types and limits set forth in Exhibit F.

**G. Ownership of LPR Hardware and Software.** The deliverables provided by Vendor pursuant to Exhibit A remain the property of Vendor. The hardware and software components are owned by and titled to Vigilant. This MOU does not constitute sale of any piece, part or portion of Vendor’s deliverables. Vendor retains title and ownership of the software and hardware components related to all deliverables and all other materials included as part of the deliverables package provided pursuant to Exhibit A.

**H. Ownership of Agency Warrant Data.** All warrant data transmitted by Agency to Vendor pursuant to this MOU, regardless of form, is confidential, proprietary information owned by the Agency. Except as specifically provided in this Agreement, Vendor and its agents, employees, and contractors shall not disclose such data to any third person without the prior written consent of the Chief of Police of the Agency, or other Agency designee.

**I. Notices.** All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission To the facsimile number below and indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested.

<b>Vigilant Solutions, Inc.</b>	<b>Agency:</b> <u>City of Kyle</u>
Attn: Sales Administration	Attn: Police Chief
2021 Las Positas Court - Suite # 101	Address: <u>100 W. Center Street, Kyle, TX</u>
Livermore, CA 94551	78640
Fax: (925) 398-2113	Fax: (512) 262-3987 <u>        </u>

IN WITNESS WHEREOF, Vigilant the Agency have caused this MOU to be signed on the date set forth below and be effective on the last date specified below.

Vendor:	Vigilant Solutions, Inc.	Agency:	_____
Authorization:	Joseph L. Harzewski III	Officer:	_____
Title:	Vice President	Title:	_____
Date:	_____	Date:	_____
Signature:	_____	Signature:	_____

*Address Correspondence about this document to:*  
 Joe Harzewski - Vice President  
 Tel: 818-915-8085 / Fax: 925-398-2113  
 Email: [joe.harzewski@vigilantsolutions.com](mailto:joe.harzewski@vigilantsolutions.com)

## Exhibit A

### Vigilant Deliverables:

Upon execution of this MOU, Vigilant will deliver the following to Agency:

1. Access and licenses to utilize Vigilant's CarDetector mobile LPR software.
2. Vigilant shall deliver one (1) complete mobile LPR systems to the designated Agency address. Each system shall include three (3) mobile LPR cameras, GPS receiver, Power stabilizer and payment processing hardware package. Each payment processing hardware package shall include one credit card swiper and receipt printer which shall be connected to an existing agency mobile data computer via USB. Additional payment processing hardware packages to support court house payment terminals are available upon request.
3. An unlimited number of general user accounts to access Vigilant's Law Enforcement Archival Reporting Network ("LEAN") server which shall provide up to four (4) user accounts limited access to Vigilant's private LPR database. Such access shall be limited to access to LPR data contained within the nearest major metropolitan area of the jurisdiction's physical address.
4. Printed warrant notification 'Tags' which shall be placed upon unoccupied vehicles located on public property by the Agency or by Vigilant representatives. The design, agency logo/seal placement and content messaging for Agency disseminated 'Tags' shall be pre-approved by Agency prior to being printed and delivered to Agency.
5. Use of Vigilant's warrant notice text messaging service to allow the Agency to send text message warrant and/or delinquent payment notices to offenders. The content messaging contained in the text message shall be pre-approved by Agency prior to being communicated to the warrant holder. The text messaging service shall contain the 'Click to Pay' warrant redemption module allowing the warrant holder to pay directly from the text message via smartphone and/or internet terminal.
6. Use of Vigilant's warrant notice "Tag" delivery service to deliver/attach warrant notice "Tags" by Vigilant representatives onto unoccupied vehicles identified to be located in public space in the State of Texas. Warrant records shall be sent to Vigilant representatives operating mobile LPR systems for warrant notice 'Tag' delivery onto the windshield of unoccupied vehicles. No Personally Identifying information shall be made available to any Vigilant representative delivering "Tags", but rather only the following information shall be used for warrant notice "Tag" delivery:
  - A. Offender license plate Number and corresponding state of registration
  - B. PIN number for PMW website payment, to be authenticated only by the offender via Date Of Birth
  - C. Agency Name
  - D. Agency Point of Contact Name and Phone (for response feedback and direct offender communication)

### Vigilant Obligations:

Upon execution of this MOU and delivery of the deliverables identified above, the following are the key obligations of Vigilant:

1. A Vigilant certified technician will schedule both on-site and after-visit telephone support events in order to assist in the implementation of Agency's mobile LPR system(s) as may be required dependent upon agency's expertise.
2. Vigilant will make available to Agency a standard LEARN Server and 'Pay My Warrant' account and support their use throughout WRP participation period, including Agency general LPR use
3. Vigilant will facilitate the data sharing of all acquired LPR data (vehicle locations), resulting from Agency's use of the mobile LPR systems, with the local Law Enforcement Agency servicing the City's public safety needs. This shall include offering the city's local Police Department with full access to Vigilant's LEARN server and all associated data analytics and criminal analysis tool sets.
4. Vigilant will facilitate data sharing of all warrant records with other WRP participating Agencies as to support synergetic 'Cross Jurisdictional Warrant Processing' with such warrant data sharing being managed via Agency's LEARN account

5. Vigilant shall provide all standard warranty coverage on all hardware items provides at no charge to the Agency.

**Vigilant Warrant-List Support:**

Upon execution of this MOU, Vigilant shall provide the following support to Agency related to the Warrant List:

1. The warrant file (and associated Agency updates) shall be accessible to Vigilant's Court Management System (CMS) Integration Partner via server download with Agency server access provided by your Agency.
2. Vigilant's CMS will make updates to update warrant data to include the most current information available based on public record sources. Specifically, Vigilant (or CMS partner) shall extract the list of then outstanding warrant data from the Agency server so that Vigilant's 3rd party public records providers may update the warrant data (within the context of the client's law enforcement permissible purpose) to attach current vehicle registration data (license plates) and cell phone data, in an effort to create a suitable warrant list for law enforcement use in conjunction with the Agency's use of the mobile LPR system.
3. Warrant information and any appended vehicle registration information shall only be made available to Agency, Vigilant, Vigilant Representatives, and the CMS integration partner. There shall be no other dissemination or use of warrant data other than for the specific use of providing services to Agency in accordance with this MOU.
4. The aforementioned process is referred to as "Warrant-list Hygiene" and Vigilant (in conjunction with its CMS integrator) shall perform this Warrant-List Hygiene procedure upon execution of this MOU, and shall continue to perform such Hygiene on an 'As Needed' basis' such that new warrant data can be added to the Warrant-List as needed.
5. Vigilant may provide warrant processing updates to Agency's Case Management Software (to the extent your Agency desires such updates) upon having outstanding warrants settled in full. Each warrant processing update shall contain the 'Warrant Value' which includes the monetary value that represents a financial settlement amount satisfactory to the Agency.

## Exhibit B

### Agency Obligations:

Upon execution of this MOU, the following are the key obligations of Agency:

1. Agency will apply for a Credit Card Processing Merchant Account and become the Merchant of record for all financial warrant/fine settlement transactions. This allows for warrant settlement funds to be deposited directly into the Agency's bank account(s).
2. Agency shall sign a 'Split-Funding Agreement', as found in Exhibit E, regarding the warrant/fine settlements which are collect pursuant to the fee schedule contained in Exhibit C.
3. Agency shall be willing to receive and, if requested by Vigilant, return the Vigilant deliverables provided pursuant to Exhibit A.
4. Agency shall complete the following within 30 days of execution of this MOU unless additional time is approved by both parties:
  - a. Schedule installation of the mobile LPR systems with Vigilant certified technician.
  - b. Install the Vigilant deliverables (software/hardware) onto your Agency provided mobile data computers contained within Agency patrol vehicles.
  - c. Insure that Agency mobile data computers used for this program have the required broadband internet connectivity necessary to process warrant/fine collection activities. Agency shall contact Vigilant for detailed MDC hardware and software requirements to ensure compliance.
5. Agency shall put forward 'Best Efforts' to support and enforce financial warrant settlement payments through each of the Vigilant deliverables where/when appropriate, therefore expediting and accelerating the normal rate of warrant clearance and redemption. This includes payment transactions via 1) Mobile LPR systems; 2) Cross jurisdictional settlement processing (other agency warrants); 3) use of warrant notification via text messaging service by the Agency, and 4) use of warrant notice Tag notification delivery by Vigilant representatives
6. Agency shall provide a Warrant-List (target offender list) containing valid 'C' class warrants and fine data, with automated update access of the warrant data file, to Vigilant for public records hygiene and updating as required to facilitate Vigilant's Warrant List support obligations. Each warrant record shall contain as a minimum:
  - a. Full offender name
  - b. Offender Date of Birth
  - c. Offender last best address
  - d. Offender best license plate number and corresponding state of registration



**Exhibit C**

**Processing and Handling Fees**

Agency agrees that Vigilant shall process payments in accordance with the fee schedule set forth below. Agency authorizes Vigilant to charge such fees at the time or processing payment on behalf of Agency.

The permitted fee schedule is as follows:

- Credit Card Processing Fee: 5% of the total fine amount processed.
- Credit Card Handling Fee: 5% of the total fine amount processed.
- Vendor Transaction Fee: 15% of the total fine amount processed The Vendor Transaction Fee includes the following services as a minimum:
  - a. Warrant Record Hygiene
  - b. Mobile LPR and Payment Processing System Hardware & Software Use
  - c. 'Tag' and 'Text' service User
  - d. Unlimited 'Tag' prints

**Commented [FG1]:** What is difference between processing fee and handling fee?

Financial Economic Example:

Warrant Value	Total Vendor Fees	Total Settlement	Vigilant Split Payment	Payment to Agency	Vigilant Remuneration
\$ 400.00	25.0%	\$ 500.00	20.0%	\$ 400.00	\$ 100.00

\*\* Vigilant agrees to pay back all 'Charge Back' monies, charged back to the Agency from offender payment conflicts, in full on a monthly basis by way of check by mail, based on Charge Back claims reported to Vigilant per the Notices section of this agreement by the Agency within thirty (30) days of offender actual Charge Back.

**Exhibit D**

COPY OF LOCAL GOVERNMENT CODE TITLE 4. FINANCES

SUBTITLE C. FINANCIAL PROVISIONS APPLYING TO MORE THAN ONE TYPE OF LOCAL GOVERNMENT

CHAPTER 132. PAYMENT OF FEES AND OTHER COSTS BY CREDIT CARD OR ELECTRONIC MEANS IN MUNICIPALITIES AND COUNTIES

**Please refer to the following web page:**

<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.132.htm>

**Exhibit E**

**SPLIT-FUNDING AGREEMENT**

This Split-Funding Agreement ("Agreement") is entered into between Vigilant Solutions Inc. ("Payee") and \_\_\_\_\_ ("Merchant") and shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ ("Effective Date").

BACKGROUND: Merchant has executed the Merchant Processing Agreement ("Agreement") by and between ECS and Merchant, with services provided by a transaction processor ("Processor") and a card association sponsor bank ("Bank") to provide credit and debit processing services. Merchant has executed an agreement with Vigilant Solutions Inc. ("Payee") that stipulates/requires Merchant direct and pay a percentage of its future credit and debit card receipts to Payee ("WRP MOU") and that Merchant cause ECS and the processor to take certain other actions described in this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and conditions contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Merchant, ECS, and Payee agree as follows:

**1. Merchant Authorization.** Merchant irrevocably authorizes and instructs ECS to (i) withhold (or cause to withhold) 20.0% (Twenty Percent) of Merchant's daily gross credit and debit card processing receipts ("Split Payment") from deposit into Merchant's Settlement Account and to (ii) redirect and pay (or cause to redirect and pay) such percentage to an account designated by Payee ("Payee Account") until Payee sends written notice to ECS that the Merchant has satisfied its obligations under the WRP MOU.

**2. Acknowledgment.** Merchant acknowledges that nothing in this Split-Funding Agreement shall relieve Merchant of its obligations or deprive ECS of its rights under the Merchant Agreement.

**3. Indemnification. To the extent allowed by law,** Merchant will indemnify and hold harmless each of ECS, processor, and sponsoring bank and their respective agents, employees, representatives and their respective successors and assigns harmless from all liabilities, claims, demands, actions or judgments, including but not limited to attorneys' fees, arising out of or resulting from the acts or omissions of the Merchant, its employees, officers, or agents in connection with this Split-Funding Agreement. Each of Merchant and Payee will indemnify, defend and hold ECS from and against all liabilities, losses, claims, damages and disputes suffered or incurred as a result of any actions in reliance on the terms of this Split-Funding Agreement or otherwise in connection with the Agreement.

**4. Term and Termination.** This Agreement shall commence on the Effective Date and shall continue in force until Payee sends written notice to ECS, that the Merchant has satisfied its obligations under the WRP MOU.

**5. General.** If any provision of this Agreement is declared invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired, and the parties shall replace the invalid or unenforceable provision with a valid and enforceable provision that reflects the original intent of the parties as nearly as possible in accordance with applicable law. This Agreement together with the Merchant Processing Agreement contains the full and complete understanding of Payee and Merchant regarding the matters described in this Split-Funding Agreement and supersedes all prior agreements and understandings between the parties with respect to the entire subject matter. This Split-Funding Agreement shall be governed by Texas law. The sole and exclusive venue for hearing disputes under this Agreement shall be the state or federal courts of Hays County, Texas. This Split-Funding Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns, and to the benefit of Payee.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above:

Payee: Vigilant Solutions Inc.	Merchant: _____
By: Joseph L Harzewski III	By: _____
Title: Vice President	Name: _____
Signature: _____	Signature: _____
E-Mail for Notices: joe.harzewski@vigilantsolutions.com	E-Mail for Notices: _____





**First Data Credit/Debit Card**

Please complete all fields to avoid delays in processing

Sales Office:		Rep Name:		Rep Signature:	
<b>Front End (check one)</b>					
<input type="checkbox"/> First Data Omaha <input type="checkbox"/> First Data North <input type="checkbox"/> First Data Buypass <input type="checkbox"/> First Data Nashville <input type="checkbox"/> Other: _____					
<b>Merchant Profile</b>					
MERCHANT Legal Name (Must match social security or federal tax ID records)			Location Name (DBA)		No. of Locations
MERCHANT Legal Address			Location Street Address (No PO Box)		
City		State	Zip		
City		State	Zip		
Corporate Phone ( )		Fax ( )		DBA Phone ( )	
Corporate Phone ( )		Fax ( )		DBA Phone ( )	
Contact Name this Address		E-mail		Contact Name this Address	
Contact Name this Address		E-mail		Contact Name this Address	
Customer Service Number			Customer Service E-mail		
Legal Name as it appears MERCHANT's tax return		Federal Tax ID#		<input type="checkbox"/> I certify that I am a foreign entity/non resident alien.	
<small>NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations (Refer to the ECS Program Guide Part IV Section A.4 for further information)</small>					
Ownership Type: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC			MERCHANT Website		
<input type="checkbox"/> Tax-Exempt (501c) <input type="checkbox"/> Government <input type="checkbox"/> Professional Assn. <input type="checkbox"/> Other			www.		
Date Business Established		Current Ownership (Yrs)		SIC/MCC	
Date Business Established		Current Ownership (Yrs)		IATA/ARC (MCC 4722 Only)	
Market Type			Detailed List of Merchandise/Service Sold		
<input type="checkbox"/> Retail	<input type="checkbox"/> Super Market	<input type="checkbox"/> P-Card	<input type="checkbox"/> E-Commerce		
<input type="checkbox"/> Restaurant	<input type="checkbox"/> Emerging Market	<input type="checkbox"/> Public Sector	<input type="checkbox"/> Cash Adv		
<input type="checkbox"/> Lodging	<input type="checkbox"/> Auto Rental	<input type="checkbox"/> MO/TO	<input type="checkbox"/> Other		
Does the Business have a valid state-issued regulatory or business license?			Has an Owner/Partner/Officer ever been convicted of or been investigated for violation of a felony under state, federal, or foreign law? <input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> Yes State(s) _____ License#(s) _____ (Provide copy)			Has the Business or Owner/Partner/Officer ever declared bankruptcy or been subject to a receivership action within the last 10 years? If yes, please explain. (i.e., Chapter, date of discharge)? <input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> No <input type="checkbox"/> N/A					
Is the Business or Owner/Partner/Officer party to any claims or lawsuits? If yes, please explain. <input type="checkbox"/> Yes <input type="checkbox"/> No					
Has an Owner/Partner/Officer ever been subject to an enforcement action by or entered into a consent agreement with a state or Federal agency for violating the Bank Secrecy Act or other anti-money-laundering statute. <input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>Owner/Officer Information      Not Applicable</b>					
Owner/Officer 1 Name		Title		Email Address	
Owner/Officer 1 Name		Title		Equity/Ownership _____%	
Home Street Address		City/State/Zip		Years at this Address <input type="checkbox"/> Own Yrs: <input type="checkbox"/> Rent Yrs:	
Home Street Address		City/State/Zip		Years at this Address <input type="checkbox"/> Own Yrs: <input type="checkbox"/> Rent Yrs:	
Former Address (if less than 1 year at current address)		City/State/Zip		Years at this Address <input type="checkbox"/> Own Yrs: <input type="checkbox"/> Rent Yrs:	
Former Address (if less than 1 year at current address)		City/State/Zip		Years at this Address <input type="checkbox"/> Own Yrs: <input type="checkbox"/> Rent Yrs:	
Home Phone #		Cell Phone #		Date of Birth	
Home Phone #		Cell Phone #		Driver's License # State    Exp. Date	
Home Phone #		Cell Phone #		Social Security Number	
Owner/Officer 2 Name		Title		Email Address	
Owner/Officer 2 Name		Title		Equity/Ownership _____%	
Home Street Address		City/State/Zip		Years at this Address <input type="checkbox"/> Own Yrs: <input type="checkbox"/> Rent Yrs:	
Home Street Address		City/State/Zip		Years at this Address <input type="checkbox"/> Own Yrs: <input type="checkbox"/> Rent Yrs:	
Former Address (if less than 1 year at current address)		City/State/Zip		Years at this Address <input type="checkbox"/> Own Yrs: <input type="checkbox"/> Rent Yrs:	
Former Address (if less than 1 year at current address)		City/State/Zip		Years at this Address <input type="checkbox"/> Own Yrs: <input type="checkbox"/> Rent Yrs:	
Home Phone #		Cell Phone #		Date of Birth	
Home Phone #		Cell Phone #		Driver's License # State    Exp. Date	
Home Phone #		Cell Phone #		Social Security Number	

**References Not Applicable**

Merchant's Bank: Name \_\_\_\_\_ Account # \_\_\_\_\_ Contact \_\_\_\_\_ Phone \_\_\_\_\_

Trade Reference 1: Name \_\_\_\_\_ Contact \_\_\_\_\_ Phone \_\_\_\_\_ Vendor Acct # \_\_\_\_\_

Trade Reference 2: Name \_\_\_\_\_ Contact \_\_\_\_\_ Phone \_\_\_\_\_ Vendor Acct # \_\_\_\_\_

**Merchant Site Survey Report - Sales Representative must complete this report**

1. Surrounding zone?  Business District  Industrial  Residential

2. Location type?  Mall  Store Front  Shopping Center  Office  Industrial  Home  Apartment  Mixed  Isolated  Trade Show  Flea Market  Door-to-Door  
 Other \_\_\_\_\_

3. Where is Merchant's name displayed at site?  Window  Door  Store Front

4. How many employees? \_\_\_\_\_

5. How many register/terminals? \_\_\_\_\_

6. Is a proper license visible?  Yes  No, explain \_\_\_\_\_

7. Merchant Occupies?  Ground Floor  Other \_\_\_\_\_

8. Number of Floors/Levels?  1  2-4  5-10  11+  None

9. Remaining floors occupied by?  Residential  Commercial  Combination

10. Approximate square footage?  0-250  251-500  501-2,000  2001 +

Business appears as represented? <input type="checkbox"/> Yes <input type="checkbox"/> No	Further Comments by Representative (must complete):  Does the amount of inventory and merchandise on shelves and floor appear consistent with type of business? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:
Business is open and operating? <input type="checkbox"/> Yes <input type="checkbox"/> No	
The Merchant <input type="checkbox"/> Owns <input type="checkbox"/> Leases the business premises. # OF YEARS: _____	

Does Merchant use a fulfillment house?  Yes  No If Yes, was the fulfillment house inspected  Yes  No

I hereby verify that this application has been reviewed and executed by MERCHANT and that I physically inspected the business premises of the MERCHANT at this address and the information stated above is true and correct to the best of my knowledge and belief. IN WITNESS WHEREOF the undersigned verifies and has inspected:

Representative's Signature X \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

**Cardholder Data Storage Compliance & Service Provider**

PCI DSS and card association rules prohibit storage of track data under any circumstances. If you or your POS system pass, transmit, store or receive full cardholder's data, then the POS software must be PA DSS (Payment Application Data Security Standard) compliant or you (merchant) must validate PCI DSS compliance (see 1(b) below and questions 3 and 4 must be completed). If you use a payment gateway, they must be PCI DSS compliant.

1. Have you ever experienced an Account Data Compromise "ADC"?  Yes  No If yes, provide date of compromise? \_\_\_\_\_

a) Have you validated PCI DSS (Payment Card Industry Data Security Standard) compliance?  Yes  No If yes, go to 1(b); If no, go to #2

b) Date of compliance, Report on Compliance "ROC" or Self Assessment Questionnaire "SAQ"? Date: \_\_\_\_\_

c) What is the name of your Qualified Security Assess ("QSA")? Or, Self Assessment Questionnaire ("SAQ")? Name: \_\_\_\_\_ Or check "SAQ"  A  B  C  D

d) Date of last scan? Date: \_\_\_\_\_ Approved Scanning Vendor's name? Name: \_\_\_\_\_

2. Are you using a "dial-up" terminal or "TTC" Touch Tone Capture?  Yes  No

3. Do you or your Service Provider(s) receive, pass, transmit or store the Full Cardholder Number "FCN", electronically?  Yes  No If yes, where is card data stored?  Merchant's location only  Merchant's Headquarters/Corp office only  Primary Service Provider  Both Merchant and Service Provider(s)  Other Service Provider  All Apply

4. What Primary Service Provider/Software Developer did you purchase your point of sale "POS" application from (ie software, gateway)? Name: \_\_\_\_\_

a) What is the name of the Service Provider/Software Developer's application? Software Version #? Name: \_\_\_\_\_ Number: \_\_\_\_\_

b) Do your transactions process through any other Service Provider (ie web hosting companies, gateways, corporate office)?  Yes  No If yes, name the other Service Provider: \_\_\_\_\_

**Additional Credit/Site Survey Information from All Merchants**

Site	
1. Are customers required to leave a deposit?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, percent of deposit required: _____ %
2. Return Policy?	<input type="checkbox"/> Full Refund <input type="checkbox"/> Exchange Only <input type="checkbox"/> None
3. Do you have a refund policy for MC/Visa/Discover® Network/American Express OnePoint Sales? Within how many days do you submit credit transactions?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, check one: <input type="checkbox"/> Exchange <input type="checkbox"/> Store Credit <input type="checkbox"/> MC/ Visa /Discover Network/American Express OnePoint Credit. <input type="checkbox"/> 0-3 <input type="checkbox"/> 4-7 <input type="checkbox"/> 8-14 <input type="checkbox"/> Over 14
4. Advertising Method (Attach at least one)?	<input type="checkbox"/> Catalog <input type="checkbox"/> Brochure <input type="checkbox"/> Direct Mail <input type="checkbox"/> TV/Radio <input type="checkbox"/> Internet <input type="checkbox"/> Phone <input type="checkbox"/> Newspaper/Journals <input type="checkbox"/> Other <i>Marketing Materials required for Mail Order, B to B, Internet over \$1 Million in annual volume. Attach Web Page for Internet Merchant.</i>
5. Previous Processor? Reason For Leaving?	Name: _____ <input type="checkbox"/> Rate <input type="checkbox"/> Service <input type="checkbox"/> Terminated <input type="checkbox"/> Other:

**Item # 12**

**Additional Credit/Site Survey Information from All Merchants (continued)**

**Mail / Telephone Order / Business to Business / Internet Information**

1. % sales represent business to business vs business to consumer?	Business to Business _____% + Business to Consumer _____% (must = 100%)
2. % bankcard sales represent business to business vs business to consumer?	Business to Business _____% + Business to Consumer _____% (must = 100%)
3. What is the time frame from transaction to delivery?	Give % of orders delivered in: 0-7 days _____% + 8-14 days _____% + 15-30 days _____% + over 30 days _____% (must = 100%)
4. When are MC/Visa/Discover Network/American Express OnePoint sales deposited (check one)?	<input type="checkbox"/> Date of order <input type="checkbox"/> Date of delivery <input type="checkbox"/> Other (specify): _____
5. Who performs product / service fulfillment? (Describe how the transaction works, from order taking to merchant fulfillment. Attach additional sheet if necessary)	<input type="checkbox"/> Direct <input type="checkbox"/> Vendor <input type="checkbox"/> Other (describe): _____ If vendor, Name: _____ Phone: _____ Address: _____ City/State/Zip: _____
6. Does any of your cardholder billing involve automatic renewals or recurring transactions (i.e. cardholder authorizes initial sale only)?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Name: _____ Address: _____ City/State/Zip: _____

**Transaction Information and Set Up**

Financial Data	Where are sales transacted? (must = 100%)
Gross YEARLY Sales Volume (Cash + Credit + Debit + Check)	\$ _____ Store Front/Swiped _____ %
Average YEARLY MC/Visa/Discover Network/American Express OnePoint Volume	\$ _____ Internet _____ %
Average MC/Visa/Discover Network/American Express OnePoint Ticket (Estimate If Never Processed in Past)	\$ _____ Mail Order _____ %
Highest Ticket Amount	\$ _____ Telephone Order _____ %
Seasonal?	<input type="checkbox"/> Yes <input type="checkbox"/> No    Total 100%
List High Volume Months Open:	
Process Method: <input type="checkbox"/> EDC <input type="checkbox"/> Touchtone    # of TID's: _____    Cash Back: <input type="checkbox"/> Yes <input type="checkbox"/> No	Dial Up: <input type="checkbox"/> Yes <input type="checkbox"/> No    Tip Line: <input type="checkbox"/> Yes <input type="checkbox"/> No
Auto Close: <input type="checkbox"/> Yes <input type="checkbox"/> No    If Yes, time: _____ <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	Imprinter: <input type="checkbox"/> Own <input type="checkbox"/> Purchase

**Lease Information      Not Applicable**

Lease Company: (04) First Data Global Leasing. Lease Term: \_\_\_\_\_ Mos. Annual Tax Handling Fee: \$10.20  
 Total Monthly Lease Charge: \$ \_\_\_\_\_ w/o taxes, late fee, or other charges that may apply – See Lease Agreement in Program Guide for details.  
**This is a non-cancelable lease for the full term indicated.**

**American Express**

Select one: <input type="checkbox"/> American Express OnePoint/Full Service (EDC) <input type="checkbox"/> American Express ESA/Pass Through * *American Express Monthly Flat Fee or Discount Rate may apply.  ESA/Pass Through SE# _____	American Express Authorization    \$ _____ /item American Express Discount Rate    % _____ American Express Prepaid Discount Rate    % _____	American Express Monthly Fee    \$ 0 Flat Per Transaction Fee    \$ _____ Flat Per Transaction Fee    \$ _____																																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>American Express OnePoint:</th> <th>Rate</th> <th>Per Item</th> <th>Rate</th> <th>Rate</th> </tr> </thead> <tbody> <tr> <td>Retail **</td> <td></td> <td></td> <td>Fast Food Restaurant</td> <td>Lodging</td> </tr> <tr> <td>Restaurant**</td> <td></td> <td></td> <td>Mail Order &amp; Internet</td> <td>Telecommunications</td> </tr> <tr> <td>Prepaid Card</td> <td></td> <td></td> <td>Supermarkets</td> <td>Education</td> </tr> <tr> <td>B2B</td> <td></td> <td></td> <td>Other Transportation</td> <td>Independent Gas Station</td> </tr> <tr> <td>Services, Wholesale &amp; All Other</td> <td></td> <td></td> <td>Healthcare—Office Based Doctor/Dentist</td> <td>Telecommunications—Cable/Computer Network</td> </tr> <tr> <td>Travel Agencies/Tour Operators **</td> <td></td> <td></td> <td colspan="2">**0.30% downgrade will be charged by American Express for transactions whenever a CNP or Card Not Present Charge occurs. CNP means a Charge for which the Card is not presented at the point of purchase (e.g., Charges by mail, telephone, fax or Internet). Note: The CNP Fee is applicable to transactions made on all American Express Cards, including Prepaid Cards. This fee applies to both OnePoint and ESA.</td> </tr> </tbody> </table>	American Express OnePoint:	Rate	Per Item	Rate	Rate	Retail **			Fast Food Restaurant	Lodging	Restaurant**			Mail Order & Internet	Telecommunications	Prepaid Card			Supermarkets	Education	B2B			Other Transportation	Independent Gas Station	Services, Wholesale & All Other			Healthcare—Office Based Doctor/Dentist	Telecommunications—Cable/Computer Network	Travel Agencies/Tour Operators **			**0.30% downgrade will be charged by American Express for transactions whenever a CNP or Card Not Present Charge occurs. CNP means a Charge for which the Card is not presented at the point of purchase (e.g., Charges by mail, telephone, fax or Internet). Note: The CNP Fee is applicable to transactions made on all American Express Cards, including Prepaid Cards. This fee applies to both OnePoint and ESA.			
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\*\*An inbound fee of .40% will be applied to any Charge made using a Card, including Prepaid Cards, that was issued outside the United States (as used herein, the United States does not include Puerto Rico, the U.S. Virgin Islands and other U.S. territories and possessions). This fee is applicable to all industries.

**Not Applicable      Fee Schedule      Not Applicable**

Do you accept all MasterCard, Visa and Discover network transactions? (Unless you select boxes below, ECS will assume you accept all)

MasterCard Acceptance	Visa Acceptance	Discover Network Acceptance
<input type="checkbox"/> Accept MC Credit transactions only	<input type="checkbox"/> Accept Visa Credit transactions only	<input type="checkbox"/> Accept Discover Network Credit transactions only
<input type="checkbox"/> Accept MC Non-PIN Debit transactions only	<input type="checkbox"/> Accept Visa Non-PIN Debit transactions only	<input type="checkbox"/> Accept Discover Network Non-PIN Debit transactions only

See Section 1.9 of the Program Guide for details regarding limited acceptance.      Discount Collected?     Daily     Monthly

**Three Available Plans (Select Only One)    Not Applicable    Please note that discount fees are based on Gross Sales Volume, except the "Other Volume Percent" is based on Net Volume**

<input type="checkbox"/> Tiered										
	Discount	Trans. Fee		Discount	Trans. Fee		Discount	Trans. Fee		
MC Qual Credit	%	\$	Visa Qual Credit	%	\$	Discover Qual Credit	%	\$		
MC Mid-Qual Credit	%	\$	Visa Mid-Qual Credit	%	\$	Discover Mid-Qual Credit	%	\$		
MC Non-Qual Credit	%	\$	Visa Non-Qual Credit	%	\$	Discover Non-Qual Credit	%	\$		
MC Worldcard Qual	%	\$	Visa Rewards 1	%	\$					
MC Worldcard Mid-Qual	%	\$	Visa Rewards 2	%	\$					
MC Worldcard Non-Qual	%	\$								
MC Qual Debit	%	\$	Visa Qual Debit	%	\$	Discover Qual Debit	%	\$		
MC Mid-Qual Debit	%	\$	Visa Mid-Qual Debit	%	\$	Discover Mid-Qual Debit	%	\$		
MC Non-Qual Debit	%	\$	Visa Non-Qual Debit	%	\$	Discover Non-Qual Debit	%	\$		
<input type="checkbox"/> ERR	Or Select									
	Discount	Non-Qual Fee		Discount	Non-Qual Fee		Discount	Non-Qual Fee		
MC Qual Credit	%	%	Visa Qual Credit	%	%	Discover Qual Credit	%	%		
MC Qual Debit	%	%	Visa Qual Debit	%	%	Discover Qual Debit	%	%		

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Three Available Plans (Select Only One) continued Please note that discount fees are based on Gross Sales Volume, except the "Other Volume Percent" is based on Net Volume

<input type="checkbox"/> Pass Through Interchange (includes dues and assessments)		Or Select			
	Discount		Discount		Discount
MC Qual Credit	%	Visa Qual Credit	%	Discover Qual Credit	%
MC Qual Debit	%	Visa Qual Debit	%	Discover Qual Debit	%
Other Item Rate	\$ /item	Other Volume Percent (Percent of Net Volume)			%

**Authorization, Capture and Service Fees**

Miscellaneous					
Dues and Assessments	<input type="checkbox"/> Yes <input type="checkbox"/> No	MC, Visa, Discover, American Express Auth Fee	\$ /item	Batch Fee	\$ /item
Chargeback Fee	\$ /item	Voice Authorization	\$ /item	Online Access	\$ /month
Retrieval Fee (12B Letter)	\$ /item	Electronic AVS Fee	\$ /item	Reg Compliance	\$ 0 /month
Return Trans. Fee	\$ /item	Voice AVS Fee	\$ /item	Gold Package	\$ /month
Sales Trans. Fee	\$ /item	ARU Fee	\$ /item	PCI Monthly Fee	\$ 0 /month
Help Desk	\$ /per call	One time set up fee	\$	Annual Fee	\$
Statement Fee	\$ /monthly	Minimum Monthly Fee	\$ /monthly	Other:	\$ /month
Pass Visa ACQ ISA Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Acquirer Processing Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pass MC Cross Border Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No
Pass Visa Misuse of Auth Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Zero Floor Limit Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Intl Acquirer Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No
Pass MC Acquirer Support Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Early Termination (Refer to Part IV Section A.3 of the Program Guide)		Pass MC Natl Acquirer Brand Usage (NABU) Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No

PIN Debit			
Pass Through Debit Network Fees	<input type="checkbox"/> Yes <input type="checkbox"/> No	Debit Access	\$ /month
Other Item Rate	\$ /item	Other Volume Percent Per Item	%

Virtual Terminal			
Set Up Fee (one time fee)	\$	Gateway Monthly Access Fee	\$ /month
		Authorization Fee	\$ /item

Wireless Fee Schedule			
Wireless Activation Fee	\$	Wireless Service Fee (Monthly)	\$
		Wireless Transaction Fee	\$
<input type="checkbox"/> Wireless Terminal Type _____		<input type="checkbox"/> Smart Phone Type _____	

Fleet			
Wright Express	Other Item Rate	\$ /item	Voyager
			Other Item Rate
		\$ /item	Voyager
			Qual
			%

TeleCheck							
<input type="checkbox"/> Split Dial	<input type="checkbox"/> License #	<input type="checkbox"/> MICR	<input type="checkbox"/> ECA Warranty	<input type="checkbox"/> Mail Order	<input type="checkbox"/> Hold Check	<input type="checkbox"/> Paper Warranty	<input type="checkbox"/> C.O.D.
SE# _____		TeleCheck Rates & Fees <input type="checkbox"/> Yes <input type="checkbox"/> No					
Inquiry Rate _____%	December Risk Surcharge .10%	Per TXN Fee \$ _____	Monthly Minimum Fee (per location) \$25.00				
ACH Processing Fee \$5.00	Client Requested Operator Call (CROC) \$2.50	ECA Chargeback Fee (Only charged when entitled with TeleCheck) \$5.00					
Stmnt/Processing Fee \$5.00	See agreement for definitions, warranty requirements, and any additional fees.						

EBT	
Food Stamps # _____	Cash Benefits # _____
Food Stamps (per item)	Cash Benefits (per item)
\$	\$
Other	Pass ACQ ISA Fee? <input type="checkbox"/> Yes <input type="checkbox"/> No

**Telecheck ACH Authorization Not Applicable**

**ACH Debit and Credit Authorizations:** Client authorizes its Financial Institution to pay and charge to its account the amount(s) due TeleCheck under this TeleCheck Agreement and to accept all credits and debits made to its account by TeleCheck via electronic funds transfer in connection with TeleCheck's services under this TeleCheck Agreement. This authorization shall remain in effect until (30) thirty days after revoked in writing.

Authorized Signature on TeleCheck Account for ACH \_\_\_\_\_ Name (printed) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**Personal Guarantee Not Applicable**

US Alliance Group, Inc doing business as Electronic Cash Systems (ECS), Wells Fargo Bank, N.A., American Express, and TeleCheck, Inc. (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the Equipment Lease Agreement and/or TeleCheck/TRS Services Agreement, and/or the American Express Card Acceptance Agreement the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

X \_\_\_\_\_ Personal Guarantee Signature \_\_\_\_\_ Name (printed) \_\_\_\_\_ Date \_\_\_\_\_

X \_\_\_\_\_ Personal Guarantee Signature \_\_\_\_\_ Name (printed) \_\_\_\_\_ Date \_\_\_\_\_



**Bank Information (Attach Voided Check or Bank Letter)**

Routing Number	DDA/Checking Account #	Routing Number	DDA/Checking Account #
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Bank 1:	Bank 2:
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Include a pre-printed voided check with purpose of account clearly marked on check

(office use only) Authorization Grid ID#	(office use only) User Defined Grid ID#
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**Merchant Acceptance of Credit/Debit Card Processing Program**

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide [Version ECS1704(ia)] and Confirmation Page, which is part of this Merchant Processing Application and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in the Transaction Information and Set Up section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the Equipment Lease Agreement, TeleCheck Services Agreement, and the American Express Card Acceptance Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement and/or "You" and "Your" for the purpose of the TeleCheck Services Agreement and American Express Card Acceptance Agreement.

By signing below, each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to verify the information and to disclose such information amongst each other for any purpose permitted by law. If the Application is approved each of the undersigned also authorizes us, our Affiliates and our third party subcontractors and/or agents to obtain subsequent consumer reports and other information from other sources, including bank reference, in connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information to us, our Affiliates and our third party subcontractors and/or agents. Each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application.

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of the information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete and accurate. I authorize Electronic Cash Systems (ECS) and American Express Travel Related Services Company, Inc. ("AXP") and AXP's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct ECS and AXP and AXP's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize AXP to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <http://www.americanexpress.com/privacy> to learn more about how AXP protects your privacy and how AXP uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200.

I understand that upon AXP's approval of the Application, the entity will be provided with the Agreement and materials welcoming it, either to AXP's program for ECS to perform services for AXP or in AXP's standard Card acceptance program, which has different servicing terms (e.g., different speeds of pay). I understand that if the entity does not qualify for the ECS servicing program that the entity may be enrolled in AXP's standard Card acceptance program, and the entity may terminate the Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Agreement.

Client authorizes ECS and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with equipment hardware, software and shipping.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et se, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

**Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct. Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by ECS and Bank.**

**Client's Business Principal Officer:**

Signature	Name (printed)	Title	Date
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Signature	Name (printed)	Title	Date
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**Accepted By US Alliance Group, Inc. dba Electronic Cash Systems (ECS):**

Signature	Name (printed)	Title	Date
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**Accepted By Wells Fargo Bank, N.A., 1200 Montego, Walnut Creek, CA 94598**

Signature	Name (printed)	Title	Date
-----------	----------------	-------	------

**PROCESSOR INFORMATION:** Name: Electronic Cash Systems  
 Address: 27422 Portola Parkway, Suite 110, Foothill Ranch, CA 92610  
 URL: \_\_\_\_\_ Customer Service #: 1-888-327-2860

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you.

From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your Agreement with TeleCheck. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

1. **Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by MasterCard, Visa and Discover. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 18 of the Program Guide).
2. **We may debit your bank account** (also referred to as your Settlement Account) from time to time for amounts owed to us under the Agreement.
3. **There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or Settlement Account. For a more detailed discussion regarding Chargebacks see Section 10 of Card Processing Operating Guide or see the applicable provisions of the TeleCheck Services Agreement.
4. **If you dispute any charge or funding,** you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing or within 30 days of the date of a TeleCheck transaction..
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 20, 27.7, 30.3, and 32.10 of the Card General Terms; or Section 1.14 of the TeleCheck Services Agreement.
6. **We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 23, Term; Events of Default and Section 24, Reserve Account; Security Interest), (see TeleCheck Services Agreement in Sections 1.1, 1.3.2, 1.3.9, 1.6), under certain circumstances.
7. **By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement prior to the expiration of your initial three (3) year term, you will be responsible for the payment of an early termination fee as set forth in Part IV, A.3 under "Additional Fee Information" and Section 1 of the TeleCheck Services Agreement.
9. **If you lease equipment from Processor,** it is important that you review Section 1 in Third Party Agreements. Bank is not a party to this Agreement. THIS IS A NON-CANCELABLE LEASE FOR THE FULL TERM INDICATED.

#### 10. Card Organization Disclosure

##### Visa and MasterCard Member Bank Information: Wells Fargo Bank N.A.

The Bank's mailing address is 1200 Montego, Walnut Creek, CA 94598, and its phone number is (925) 746-4143.

##### Important Member Bank Responsibilities:

- a) The Bank is the only entity approved to extend acceptance of Visa and MasterCard products directly to a merchant.
- b) The Bank must be a principal (signer) to the merchant Agreement.
- c) The Bank is responsible for educating merchants on pertinent Visa and MasterCard rules with which merchants must comply; but this information may be provided to you by Processor.
- d) The Bank is responsible for and must provide settlement funds to the merchant.
- e) The Bank is responsible for all funds held in reserve that are derived from settlement.
- f) The Bank is the ultimate authority should a merchant have any problems with Visa or MasterCard products (however, Processor also will assist you with any such problems).

##### Important Merchant Responsibilities:

- a) Ensure compliance with Cardholder data security and storage requirements.
- b) Maintain fraud and Chargebacks below Card Organization thresholds.
- c) Review and understand the terms of the Merchant Agreement.
- d) Comply with Card Organization Rules and applicable law and regulations.
- e) Retain a signed copy of this Disclosure Page.
- f) You may download "Visa Regulations" from Visa's website at: [http://usa.visa.com/merchants/operations/op\\_regulations.html](http://usa.visa.com/merchants/operations/op_regulations.html)
- g) You may download "MasterCard Regulations" from MasterCard's website at: <http://www.mastercard.com/us/merchant/support/rules.html>

Print Client's Business Legal Name: \_\_\_\_\_

By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Terms and Conditions [version ECS1704(ia)] consisting of 46 pages [including this Confirmation Page and the applicable Third Party Agreements(s)].

Client further acknowledges reading and agreeing to all terms in the Program Terms and Conditions. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

**NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM TERMS AND CONDITIONS WILL BE ACCEPTED.**

#### Client's Business Principal:

Signature (Please sign below):

**X** \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Please Print Name of Signer \_\_\_\_\_

Item # 12



# WRP – CAN I REALLY DO THIS?



## LGC § 132.007

Sec. 132.007. INFORMATION, SERVICES, AND PAYMENT THROUGH THE INTERNET.

(a) **A county or municipality may provide through the Internet:**

- (1) access to information;
- (2) collection of payments for taxes, fines, fees, court costs, or other charges; or
- (3) other county and municipal services authorized by law.

(b) A county or municipality may charge a reasonable fee for providing access, collecting payments, or providing services authorized by this section.

(c) A county or municipality that provides access to information or provides services through the Internet under Subsection (a)(1) or (3):

- (1) **may only charge a fee for the access or service if the fee is designed to recover the costs directly and reasonably incurred in providing the access or service;** and
- (2) may charge the fee only **if the governing body of the county or municipality determines that providing access to the information or providing the service through the Internet would not be feasible without the imposition of the charge.**

(d) A county or municipality may contract with a vendor to provide access, collect payments, or provide services authorized by Subsection (a). A vendor must promptly submit to the county or municipality all payments collected on behalf of the county or municipality under this section. **The county or municipality must approve any fee charged by a vendor under a contract authorized by this subsection.**

Added by Acts 2001, 77th Leg., ch. 94, Sec. 1, eff. May 11, 2001. Amended by Acts 2003, 78th Leg., ch. 1304, Sec. 1, eff. Sept. 1, 2003.





H.B. No. 121

## AN ACT

relating to an alternative means of payment of certain past due criminal fines and court costs.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. The heading to Chapter 103, Code of Criminal Procedure, is amended to read as follows:

CHAPTER 103. PAYMENT, COLLECTION, AND RECORDKEEPING

SECTION 2. Chapter 103, Code of Criminal Procedure, is amended by adding Article 103.0025 to read as follows:

Art. 103.0025. ALTERNATIVE PAYMENT PROCEDURE FOR CERTAIN PAST DUE FINES AND COSTS. (a) This article applies to a defendant's past due payment on a judgment for a fine and related court costs if a capias pro fine has been issued in the case.

(b) Notwithstanding any other provision of law, the court may adopt an alternative procedure for collecting a past due payment described by Subsection (a). Under the procedure, a peace officer who executes a capias pro fine or who is authorized to arrest a defendant on other grounds and knows that the defendant owes a past due payment described by Subsection (a):

(1) shall inform the defendant of:

(A) the possibility of making an immediate payment of the fine and related court costs by use of a credit or debit card; and

(B) the defendant's available alternatives to making an immediate payment; and

(2) may accept, on behalf of the court, the defendant's immediate payment of the fine and related court costs by use of a credit or debit card, after which the peace officer may release the defendant as appropriate based on the officer's authority for the arrest.

(c) A peace officer accepting a payment under Subsection (b)(2) may also accept payment for fees for the issuance and execution of the capias pro fine.

SECTION 3. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2015.

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President of the Senate

---

Speaker of the House

I certify that H.B. No. 121 was passed by the House on May 4, 2015, by the following vote: Yeas 135, Nays 2, 2 present, not voting.

---

Chief Clerk of the House

I certify that H.B. No. 121 was passed by the Senate on May 20, 2015, by the following vote: Yeas 24, Nays 6.

Item # 12

\_\_\_\_\_  
Secretary of the Senate

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

\_\_\_\_\_  
Governor

**SPLIT-FUNDING AGREEMENT**

This Split-Funding Agreement ("Agreement") is entered into between Vigilant Solutions Inc. ("Payee") and \_\_\_\_\_ ("Merchant")

and shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ ("Effective Date").

BACKGROUND: Merchant has executed the Merchant Processing Agreement ("Agreement") by and between ECS and Merchant, with services provided by a transaction processor ("Processor") and a card association sponsor bank ("Bank") to provide credit and debit processing services. Merchant has executed an agreement with Vigilant Solutions Inc. ("Payee") that stipulates/requires Merchant direct and pay a percentage of its future credit and debit card receipts to Payee ("WRP MOU") and that Merchant cause ECS and the processor to take certain other actions described in this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and conditions contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Merchant, ECS, and Payee agree as follows:

**1. Merchant Authorization.** Merchant irrevocably authorizes and instructs ECS to (i) withhold (or cause to withhold) 20% (Twenty percent) of Merchant's daily gross credit and debit card processing receipts ("Split Payment") from deposit into Merchant's Settlement Account and to (ii) redirect and pay (or cause to redirect and pay) such percentage to an account designated by Payee ("Payee Account") until Payee sends written notice to ECS that the Merchant has satisfied its obligations under the WRP MOU.

**2. Acknowledgment.** Merchant acknowledges that nothing in this Split-Funding Agreement shall relieve Merchant of its obligations or deprive ECS of its rights under the Merchant Agreement.

**3. Indemnification.** To the extent allowed by law, Merchant will indemnify and hold harmless each of ECS, processor, and sponsoring bank and their respective agents, employees, representatives and their respective successors and assigns harmless from all liabilities, claims, demands, actions or judgments, including but not limited to attorneys' fees, arising out of or resulting from the acts or omissions of the Merchant, its employees, officers, or agents in connection with this Split-Funding Agreement. Each of Merchant and Payee will indemnify, defend and hold ECS from and against all liabilities, losses, claims, damages and disputes suffered or incurred as a result of any actions in reliance on the terms of this Split-Funding Agreement or otherwise in connection with the Agreement.

**4. Term and Termination.** This Agreement shall commence on the Effective Date and shall continue in force until Payee sends written notice to ECS, that the Merchant has satisfied its obligations under the WRP MOU. This Agreement shall terminate if either party has terminated the Memorandum of Understanding with the required prior written notice of termination.

**5. General.** If any provision of this Agreement is declared invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired, and the parties shall replace the invalid or unenforceable provision with a valid and enforceable provision that reflects the original intent of the parties as nearly as possible in accordance with applicable law. This Agreement together with the Merchant Processing Agreement contains the full and complete understanding of Payee and Merchant regarding the matters described in this Split-Funding Agreement and supersedes all prior agreements and understandings between the parties with respect to the entire subject matter. This Split-Funding Agreement shall be governed by Texas law. The sole and exclusive venue for hearing disputes under this Agreement shall be the state or federal courts of Hays County, Texas. This Split-Funding Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns, and to the benefit of Payee.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above:

Payee:	Vigilant Solutions Inc.	Merchant:	_____
By:	Joseph L Harzewski III	By:	_____
Title:	Vice President	Title:	_____
Signature:	_____	Signature:	_____
E-Mail for Notices:	joe.harzewski@vigilantsolutions.com	E-Mail for Notices:	_____



CITY OF KYLE, TEXAS

First Reading) Approve an Ordinance  
amending the City's Code of Ethics

**Meeting Date:**  
**1/5/2016**  
**Date time:7:00 PM**

**Subject/Recommendation:** *(First Reading)* Approve an Ordinance amending the City's Code of Ethics as adopted by Ordinance No. 581, to amend Part G, Section 2(d) items (2) and (3) pertaining to the itemized list of disqualifications from serving on the Ethics Commission as follows; Section 2(d)(2) is amended to read "an elected city official" instead of "an elected public official" and Section 2(d)(3) is amended to read "a candidate for elected city office" instead of "a candidate for elected public office." ~ *Frank Garza, City Attorney*

**Other Information:**

The City of Kyle Ethics Commission is recommending amending the City's Code of Ethics Ordinance as adopted by Ordinance No. 581, to amend Part G, Section 2(d) items (2) and (3) pertaining to the itemized list of disqualifications from serving on the Ethics Commission as follows; Section 2(d)(2) is amended to read "an elected city official" instead of "an elected public official" and Section 2(d)(3) is amended to read "a candidate for elected city office" instead of "a candidate for elected public office".

**Legal Notes:**

**Budget Information:**

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance 581	Cover Memo



Ordinance 581

**AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING THE CODE OF ETHICS IN ITS ENTIRETY; PROVIDING A DECLARATION OF POLICY; PROVIDING ADDITIONAL DEFINITIONS; PROVIDING FOR APPLICATION TO CITY OFFICIALS, OFFICERS AND EMPLOYEES; PROVIDING EXCEPTIONS; PROVIDING FOR THE ETHICS COMMISSION; REQUIRING OPEN MEETINGS; PROVIDING ADMINISTRATIVE PROVISIONS; PROVIDING FOR ENFORCEMENT; PROVIDING PENALTIES; AND PROVIDING FOR RELATED MATTERS**

Whereas, it is useful and necessary for good government that the City of Kyle amend and update the Code of Ethics to provide additional definitions, require open meetings and related matters.

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

**Section 1. Adoption and Amendment of Code of Ethics.** The City Council hereby adopts this ordinance clarifying, amending and re-adopting the City's Code of Ethics in its entirety.

**Section 2. Code of Ethics.** The City Council hereby amends the Code of Ethics in its entirety to read as set forth in Exhibit "A" attached to and incorporated in this ordinance for all purposes.

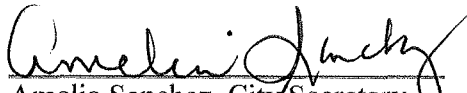
**Section 3. Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the City Charter of the City.

**Section 4. 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.

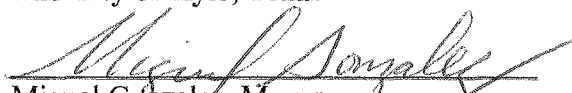
PASSED AND APPROVED on this the 18th day of August, 2009.

FINALLY PASSED AND APPROVED on this the 18th day of August 2009.

Attest:

  
Amelia Sanchez, City Secretary

The City of Kyle, Texas

  
Miguel González, Mayor

**CODE OF ETHICS ORDINANCE  
OF THE  
CITY OF KYLE**

September 1, 2003 [Amended September 2009]

**CODE OF ETHICS ORDINANCE**

**Part A: Declaration of Policy**

- Section 1 Statement of Purpose**
- Section 2 Definitions**

**Part B: Present City Officials and Employees**

- Section 1 Improper Economic Benefit**
- Section 2 Unfair Advancement of Private Interests**
- Section 3 Gift**
- Section 4 Confidential Information**
- Section 5 Representation of Private Interests**
- Section 6 Conflicting Outside Employment**
- Section 7 Public Property and Resources**
- Section 8 Political Activity**
- Section 9 Actions of Others**
- Section 10 Prohibited Interests in Contracts**
- Section 11 City Council Contract Personnel**
- Section 12 Persons Required to Report; Time to Report**

**Part C: Former City Officials and Employees**

- Section 1 Continuing Confidentiality**
- Section 2 Subsequent Representation**
- Section 3 Prior Participation in Negotiating or Awarding of Contracts**
- Section 4 Discretionary Contracts**

**Part D: Persons Doing Business With the City**

- Section 1 Vendors, Suppliers and Contractors**
- Section 2 Persons Seeking Discretionary Contracts**
- Section 3 Disclosure of Association with City Official or Employee**
- Section 4 Disclosure of Benefit to City Official or Employee**

**Part E: Members of the Public and Others**

- Section 1 Forms of Responsibility**

**Part F: Financial Disclosure**

- Section 1 Financial Disclosure Report**
- Section 2 Contents of Financial Disclosure Reports**
- Section 3 Short Form Annual Report**
- Section 4 Travel Reports Requirements**
- Section 5 Items Received on Behalf of the City**
- Section 6 Other Persons Required to Report Gifts**
- Section 7 Violation of Reporting Requirements**

**Part G: Ethics Commission (Board)**

- Section 1 Definitions**
- Section 2 Structure of the Ethics Commission (Board)**
- Section 3 Jurisdiction and Powers**

- Section 4 Complaints**
- Section 5 Ethics Compliance Officer**
- Section 6 Ethics Panels**
- Section 7 Hearings**
- Section 8 Disposition**
- Section 9 Petition for Declaratory Ruling**
- Section 10 Advisory Opinions**
- Section 11 Annual Report**
- Section 12 Public Records and Open Meetings**

**Part H: Enforcement Mechanisms**

- Section 1 Disciplinary action**
- Section 2 Damages And Injunctive Relief**
- Section 3 Civil Fine**
- Section 4 Prosecution for Perjury**
- Section 5 Voiding or Ratification of Contract**
- Section 6 Disqualification From Contracting**
- Section 7 Failure to Report; Penalty**

**Part I: Administrative Provisions**

- Section 1 Other Obligations**
- Section 2 Distribution and Training**
- Section 3 Severability**

## CODE OF ETHICS

### PART A. DECLARATION OF POLICY

#### SECTION 1. STATEMENT OF PURPOSE

It is essential in a democratic system that the public have confidence in the integrity, independence, and impartiality of those who act on their behalf in government. Such confidence depends not only on the conduct of those who exercise official power, but on the availability of aid or redress to all persons on equal terms and on the accessibility and dissemination of information relating to the conduct of public affairs. For the purpose of promoting confidence in the government of the City of Kyle and thereby enhancing the city's ability to function effectively, this code of ethics is adopted. The code establishes standards of conduct, disclosure requirements, and enforcement mechanisms relating to city officials and employees and other whose actions inevitably affect public faith in city government, such as former city officials and employees, candidates for public office, persons doing business with the city, and lobbyists. By prohibiting conduct incompatible with the city's best interests and minimizing the risk of any appearance of impropriety, this code of ethics furthers the legitimate interests of democracy.

Appearance of Impropriety: Public service is a public trust. All city officials and employees are stewards of the public trust. They have a responsibility to the citizens of Kyle to enforce the city Charter and the associated ordinances and codes. The appearance of impropriety may itself be a conflict of interest. To ensure and enhance public confidence in City Government, each city official must not only adhere to the principles of ethical conduct set forth in this code and technical compliance therewith, but they must scrupulously avoid the appearance of impropriety at all times.

#### SECTION 2. DEFINITIONS

As used in this code of ethics, the following words and phrases have the meaning ascribed to them in this Section, unless the context requires otherwise or more specific definitions set forth elsewhere in this code apply:

- (a) **Acceptance.** A written or verbal indication that someone agrees; "Acceptance" of an offer of subsequent employment or business opportunities includes legally binding contracts and all informal understandings that the parties expect to be carried out. An agreement, either by express act or by implication from conduct, to the terms of an offer so that a binding contract is formed.
- (b) **Affiliated.** Business entities are "affiliated" if one is the parent or subsidiary of the other or if they are subsidiaries of the same parent business entity.
- (c) **Affinity.** Relationship by "affinity" (by marriage) is defined in Section 573.024 and 573.025 of the Texas Government Code.
- (d) **Before the City.** Representation or appearance "before the city" means before the City Council; before a board, commission, or other city entity; or before a city official or employee. Representation "before the city" does not include representation before a board where members of said board are not wholly appointed by the City Council.
- (e) **Benefit.** "Benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including a benefit to any other person in whose welfare the beneficiary has a direct and substantial interest.



- (f) **Business Entity.** "Business entity" means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.
- (g) **Candidate.** "Candidate" means a person who knowingly and willingly takes affirmative action for the purpose of gaining nomination or election to public office or for the purpose of satisfying financial obligations incurred by the person in connection with the campaign for nomination or election. Examples of affirmative action include:
- (1) the filing of a campaign treasurer appointment, except that the filing does not constitute candidacy or an announcement of candidacy for purposes of automatic resignation provisions of Article XVI, Section 65, or Article XI, Section II of the Texas Constitution;
  - (2) the filing of an application for a place on a ballot;
  - (3) the making of a public announcement of a definite intent to run for public office in a particular election, regardless of whether the specific office is mentioned in the announcement;
  - (4) before a public announcement of intent, the making of a statement of definite intent to run for public office and the soliciting of support by letter or other mode of communication; and
  - (5) the soliciting or accepting of a campaign contribution or the making of a campaign expenditure.
- (h) **City.** "City" means the City of Kyle, Texas.
- (i) **Code of Ethics.** "Code of ethics," "ethics code," or "this code" means Parts A through J of this Chapter, its amendment(s) and/or enhanced definitions.
- (j) **Complainant.** "Complainant" means an individual who has filed a sworn complaint with the City Secretary as provided in Part G, Section 4 (Complaints).
- (k) **Confidential Government Information.** "Confidential government information" includes all information held by the city that is not available to the public under the Texas Open Records Act and any information from a meeting closed to the public pursuant to the Texas Open Meetings Act, regardless of whether disclosure violates the Act.
- (l) **Consanguinity.** Relationship by "consanguinity" (by blood) is defined in Sections 573.022 and 573.023 of the Texas Government Code.
- (m) **Discretionary Contract.** "Discretionary contract" means any contract other than those which by law must be awarded on a low or high qualified bid basis. Discretionary contracts do not include those contracts subject to Section 252.022(a)(7) of the Texas Local Government Code or those contracts not involving an exercise of judgment or choice.
- (n) **Economic Interest.** "Economic Interest" includes, but is not limited to, legal or equitable property interest in land, chattels, and intangibles, and contractual rights having more than de minimis value. Service by a city official or employee as an officer, director, advisor, or otherwise active participant in an educational, religious, charitable, fraternal, or civic organization does not create for that city official or employee an economic interest in the property of the organization. Ownership of an interest in a mutual or common investment fund that holds securities or other assets is not an economic interest in such securities or other assets unless the person in question participates in the management of the fund.

- (o) **Employee.** Except as provided in section 10 of Part B (Prohibited Interests in Contracts), Section 4(c) of Part C (Discretionary Contracts), and Part F (Financial Disclosure), the term “employee or “city employee” is any person listed on the City of Kyle payroll as an employee, whether part-time or full-time.
- (p) **Former City Official or Employee.** A “former city official” or “former city employee” is a person whose city duties terminate on or after the effective date of this code.
- (q) **Gift.** “Gift” means a voluntary transfer of property (including the payment of money) or the conferral of a benefit having pecuniary value (such as the rendition of services or the forbearance of collection on a debt), unless consideration of equal or greater value is received by the donor.
- (r) **Indirect Ownership.** A person “indirectly owns” an equity interest in a business entity where the interest is held through a series of business entities, some of which own interests in others.
- (s) **Intentionally.** A person acts intentionally, or with intent, with respect to the nature of his conduct or to a result of his conduct when it is his conscious objective or desire to engage in the conduct or cause the result.
- (t) **Knowingly.** A person acts knowingly, or with knowledge, with respect to the nature of his or her conduct or to circumstances surrounding his or her conduct when he or she is aware of the nature of his or her conduct or that the circumstances exist. A person acts knowingly, or with knowledge, with respect to a result of his or her conduct when he or she is aware that his or her conduct is reasonably to cause the result.
- (u) **Official.** The term “official” or city official” includes but is not limited to the following person:
  - The Mayor;
  - Members of the City Council;
  - Municipal Court Judges and Magistrates;
  - The City Manager;
  - Deputy or Assistant City Managers;
  - Assistants to the City Manager;
  - City Secretary or Assistant City Secretary;
  - City Secretary or Assistant City Secretary;
  - All department heads and assistant department heads;
  - Secretary to the City Manager;
  - Executive Secretaries;
  - Public Utilities Supervisor; and
  - Members of all boards, commissions, committees, and other bodies created by the City Council pursuant to federal or state law or City ordinance, excluding entities that may advisory only in nature; and board members of any entity who are appointed by the city council to such board membership.

The term “officer: is defined in Section 10(c)(2) of Part B (Prohibited Interests in Contracts) and Section 4(c)(2) of Part C (Discretionary Contracts) and is not synonymous with any use of the term “official” in this code.

- (v) **Official Action.** “Official action” include:

- (1) any affirmative act (including the making of a recommendation) within the scope of, or in violation of, an official or employee's duties, and
  - (2) any failure to act, if the official or employee is under a duty to act and know that inaction is likely to affect substantially an economic interest of the official or employee or any person or entity listed in Subsections 1(a)(2) through (9) of Part B (Improper Economic Benefit).
- (w) **Official Information.** "Official information" includes information gathered pursuant to the power or authority of city government.
  - (x) **Ownership.** Ownership of an interest in a mutual or common investment fund that holds securities or other assets does not constitute direct or indirect ownership of such securities or other assets unless the person in question participates in the management of the fund.
  - (y) **Partner.** Someone who engages in an activity or undertaking with another; "Partner" includes partners in general partnerships, limited partnerships, and joint ventures. One who shares or takes part with another especially in a venture with shared benefits and shared risks.
  - (z) **Person.** Means any individual, human being or business entity, excluding the City of Kyle
  - (aa) **Personally and Substantially Participated.** "Personally and Substantially Participated" means to have taken action as an official or employee through decision, approval, disapproval, recommendation, giving advice investigation or similar action. The fact that the person had responsibility for a matter does not by itself establish that the person "personally and substantially participated" in the matter.
  - (bb) **Recklessly.** A person acts recklessly, or is reckless, with respect to circumstances surrounding his conduct or the result of his conduct when he is aware of but consciously disregards a substantial and unjustifiable risk that the circumstances exist or the result will occur. The risk must be of such a nature and degree that its disregard constitutes a gross deviation from the standard of care that an ordinary person would exercise under all the circumstances as viewed from the actor's standpoint.
  - (cc) **Representation.** "Representation" is a presentation of fact - either by words or by conduct - made to induce someone to act. Representation does not include appearance as a witness in litigation or other official proceedings.
  - (dd) **Respondent.** "Respondent" means an individual identified in a sworn complaint to have allegedly violated the Ethic Code of the City of Kyle.
  - (ee) **Solicitation.** "Solicitation" of subsequent employment of business opportunities includes all forms of proposals and negotiations relating thereto.
  - (ff) **Public Servant(s).** "Public servant(s)" means the elected and the appointed officers of the City, the members of boards, commissions and committees appointed or created by the City Council, and all volunteer and paid employees of the City.

**PART B. PRESENT CITY OFFICIALS AND EMPLOYEES**

**SECTION 1. IMPROPER ECONOMIC BENEFIT**

(a) **General Rule.** To avoid the appearance and risk of impropriety, a city official or employee shall not take any official action that he or she knows is likely to affect the economic interests of:

- (1) the official or employee;
- (2) his or her part, child, spouse, or other family member within the second degree of consanguinity or affinity;
- (3) his or her outside client;
- (4) a member of his or her household;
- (5) the outside employer of the official or employee or of his or her parent, child (unless the child is a minor), or spouse;
- (6) a business entity in which the official or employee knows that any of the persons listed in Subsections (a)(1) or (a)(2) holds an economic interest;
- (7) a business entity which the official or employee knows is an affiliated business or partner of a business entity in which any of the persons listed in Subsections (a)(1) or (a)(2) holds an economic interest;
- (8) a business entity or nonprofit entity for which the city official or employee serves as an officer or director or in any other policy making position; or
- (9) a person or business entity:
  - (A) form whom, within the past twelve months, the official or employee, or his or her spouse, directly or indirectly has
    - (i) solicited,
    - (ii) received and not rejected, or
    - (iii) accepted an offer of employment; or
  - (B) with whom the official or employee, or his or her spouse, directly or indirectly is engaged in negotiations pertaining to business opportunities.

(b) **Recusal and Disclosure.** A city official or employee whose conduct would otherwise violate Subsection (a) must recuse himself or herself. From the time that the conflict is or should have been recognized, he or she shall:

- (1) immediately refrain from further participation in the matter, including discussions with any person likely to consider the matter; and
- (2) promptly file with the City Secretary the appropriate form from disclosing the nature and extent of the prohibited conduct.

In addition:

- (3) a supervised employee shall promptly bring the conflict to the attention of this or her supervisor, who will than, if necessary, reassign responsibility for handling the matter to another person; and
- (4) a member of a board shall promptly disclose the conflict to other members of the board and shall not vote on, the matter.



(c) **Definitions.** For purposes of this rule:

- (1) An action is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof; and
- (2) The term client includes business relationships of a highly personalized nature, but not ordinary business-customer relationships.

**(d) Non-profit board membership.** A member of the Council who serves in an unpaid position with, or on the board of, a public or private non-profit organization shall have a voice but no vote on any funding request or contract with the City by that organization, unless the organization has a board of directors or trustees appointed in whole or in part by the city council; provided further that members of the Council appointed to serve on the board of a non-profit corporation or other legal entity created by the City shall, unless another conflict exists, have the authority and duty to fully participate in any discussion and vote at the city council regarding the organization .

## SECTION 2. UNFAIR ADVANCEMENT OF PRIVATE INTERESTS

(a) **General Rule.** Except when performing a duty or responsibility of the position held, to serve

the health, welfare or public safety of the City, to accomplish a public purpose, or to benefit the public in general, a city official or employee may not use his or her official position to unfairly advance or impede private interests, or to grant or secure, or attempt to grant or secure, for any person (including himself or herself) any form of special consideration, treatment, exemption, or advantage beyond that which is lawfully available to other persons. A city official who represents to a person that he or she may provide an advantage to that person based on the official's position on a board or commission violates this rule.

(b) **Special Rules.** The following special rules apply in addition to the general rule:

- (1) **Acquisition of Interest in Impending Matters.** A city official or employee shall not acquire an interest in or affected by, any contract, transaction, zoning decision, or other matter, if the official or employee knows, or has reason to know, that the interest will directly or indirectly affected by impending official action by the city.
- (2) **Reciprocal Favors.** A city official or employee may not enter into an agreement or understanding with any other person that official action by the official or employee will be rewarded or reciprocated by the other person, directly or indirectly.
- (3) **Appointment of Relatives.** A City official or employee shall not appoint or employ or vote to appoint or employ any relative within the third degree of consanguinity or affinity to any office or position of employment within the city.
- (4) **Supervision of Relatives.** No official or employee shall be permitted to be in the line of supervision of a relative with in the third degree of

consanguinity or second degree of affinity. Department heads are responsible for enforcing this policy. If an employee, by reason of marriage, promotion, reorganization, or otherwise, is placed into the line of supervision of a relative, one of the employees will be reassigned or other appropriate arrangements will be made for supervision.

- (c) **Recusal and Disclosure.** A city official or employee whose conduct would otherwise violate Subsection (b)(3) of this Part shall adhere to the recusal and disclosure provisions provided in Section 1(b) of Part B (Improper Economic Benefit).

### SECTION 3. GIFTS

(a) **General Rule.**

- (1) A city official or employee shall not solicit, accept, or agree to accept any gift or benefit for himself or herself or his or her business:

- (A) that reasonably tends to influence or reward official conduct; or
- (B) that the official or employee knows or should know is being offered with the intent to influence or reward official conduct.

(2) A city official or employee shall not solicit, accept, or agree to accept any gift or benefit, save and except for items received that are of nominal value and meals in an individual expense of \$50 or less at any occurrence, or meals with no more than a cumulative value of \$250 in a single calendar year, from a single source, from:

- (A) any individual or business entity doing or seeking to do business with the City; or
- (B) any registered lobbyist or public relations firm advocating on behalf of clients doing or seeking to do business with the City; or
- (C) any person seeking or advocating on zoning or platting matters before a city body. Doing business with the city includes, but is not limited to, individuals and business entities that are parties to a discretionary contract, individuals and business entities that are subcontractors to a discretionary contract, and partners and/or parents and/or subsidiary business entities of any individuals and business entities that are parties to a discretionary contract.

(b) **Special Applications.** Subsections (a)(1) and (a)(2) do not include:

- (1) a gift to a city official or employee relating to a special occasion, such as a wedding, anniversary, graduation, birth, illness, death, or holiday, provided that the fairly commensurate with the occasion and the relationship between the donor and recipient;
- (2) reimbursement of reasonable expenses for travel authorized in accordance with city policies;
- (3) a public award or reward for meritorious service or professional

achievement, provided that the award or reward is reasonable in light of the occasion;

- (4) a loan from a lending institution made in its regular course of business on the same terms generally available to the public;
- (5) a scholarship or fellowship awarded on the same terms and based on the same criteria that are applied to other applicants;
- (6) admission to an event in which the city official or employee is participating in connection with official duties;
- (7) any solicitation for civic or charitable causes;
- (8) admission to an event in which the city official or employee is participating in connection with his or her spouse's position;
- (9) ceremonial and protocol gifts presented to city officials from a foreign government or international or multinational organization and accepted for the City of Kyle;
- (10) admission to a widely attended event, such as a convention, conference, symposium, forum, panel discussion, dinner, viewing, reception or similar event, offered by the sponsor of the event, and unsolicited by the City official or employee, if
  - (A) the official or employee participates in the event as a speaker or panel participant by presenting information related to matters before the City; or
  - (B) the official or employee perform a ceremonial function appropriate to that individual's position with the City; or
  - (C) attendance at the event is appropriate to the performance of the official duties or representative function of the official or employee;
- (11) admission to a charity event provided by the sponsor of the event, where the offer is unsolicited by the City official or employee;
- (12) admission to training or education program, including meals and refreshments furnished to all attendees, if such training is related to the official or employee accepts as a guest and, if the donee is required by law to report those items, reported by the donee in accordance with that law, up to \$500 from a single source in a calendar year.

(c) **Campaign Contribution Exception.** The general rule stated in Subsection (a) does not apply to a campaign contribution made pursuant to the Texas Election Code.

(d) **Gifts to Closely related Persons.** A city official or employee shall take reasonable steps to persuade:

- (1) a parent, spouse, child, or other relative within the second degree of consanguinity or affinity, or an outside business associate not to solicit, accept, or agree to accept any gift or benefit; that reasonably tends to influence or reward the city official's or employee's official conduct, or
- (2) that the official or employee knows or should know is being offered with the intent to influence or reward the city official's or employee's discharge of official duties.

If a city official or employee required to file a financial disclosure report under Part F

(Financial Disclosure) knows that a gift or benefit meeting the requirements of Subsection (d)(2) of this rule has been accepted and retained by a person identified in Subsection (d)(1) of this rule, the official or employee shall promptly file a report with the City Secretary's office disclosing the donor, the value of the gift or benefit, the recipient, and the recipient's relationship to the official or employee filing the report.

(e) **Definition.**

- (1) For purposes of this rule, a person is an "outside business associate" if both that person and the city official or employee own, with respect to the same business entity:
  - (A) ten (10) percent or more of the voting stock or shares of the business entity, or
  - (B) ten (10) percent or more of the fair market value of the business entity.
- (2) For purposes of this rule, a "sponsor" of an event is the person or persons primarily responsible for organizing the event. A person who simply contributes money or buys tickets to an event is not considered a sponsor.

**SECTION 4. CONFIDENTIAL INFORMATION**

Public servants shall not disclose confidential or proprietary information, or any information they have acquired or obtained in the course of any fiduciary capacity or relationship, that could adversely influence the property, government, or affairs of the City, nor directly or indirectly use his or her position to secure official information about any person or entity, for the financial benefit or gain of such public servant or any third party. Public servants shall not release confidential, proprietary or privileged information for any purpose other than the performance of official responsibilities. It shall be a defense to any complaint under this section that the release of information served a legitimate public purpose, as opposed to the private financial or political interest of the public servant or any third party or group.

- (a) **Improper Access.** A city official or employee shall not use his or her position to obtain official information about any person or entity for any purpose other than the performance of official duties.
- (b) **Improper Disclosure or Use.** A city official or employee shall not intentionally, knowingly, or recklessly disclose any confidential information gained by reason of said official's or employee's position concerning the property, operations, policies or affairs of the city. This rule does not prohibit:
  - (1) any disclosure that is no longer confidential by law; or
  - (2) the confidential reporting of illegal or unethical conduct to authorities designated by law.



## SECTION 5. REPRESENTATION OF PRIVATE INTERESTS

(a) **Representation by a Member of the Board.** A city official or employee who is a member of a board or other city body shall not represent any person, group, or entity:

- (1) before that board or body;
- (2) before city staff having responsibility for making recommendations to, or taking any action on behalf of, that board or body, unless the board or body is only advisory in nature; or
- (3) before a board or other city body which has appellate jurisdiction over the board or body of which the city official or employee is a member, if any issue relates to the official's or employee's official duties.

(b) **Representation Before the City.**

- (1) **General Rule.** A city official or employee shall not represent for compensation any person, group, or entity, other than himself or herself or this or her spouse or minor children, before the city. For purposes of this subsection, the term compensation means money or any other thing of value that is received, or is to be received, in return for or in connection with such representation.
- (2) **Exception for Board Members.** The rule stated in subsection b(1) does not apply to a person who is classified as a city official only because he or she is an appointed member of a board or other city body.
- (3) **Prestige of Office and Improper Influence.** In connection with the representation of private interests before the city, a city official or employee shall not:
  - (A) assert the prestige of the official's or employee's city position for the purpose of advancing private interests; or
  - (B) state or imply that he or she is able to influence city action on any basis other than the merits.

(c) **Representation in Litigation Adverse to the City.**

- (1) **Officials and Employees (Other than Board Members).** A city official or employee, other than a person who is classified as an official only because he or she is an appointed member of a board or other city body, shall not represent any person, group, or entity, other than himself or herself, or his or her spouse or minor children, in any litigation to which the city is a party, if the interests of that person, group, or entity are adverse to the interests of the city.
- (2) **Board Member.** A person who is classified as a city official only because he or she is an appointed member of a board or other city body shall not represent any person, group, or entity, other than himself or herself, or his or her spouse or minor children, in any litigation to which the city is a party, if the

interests of that person, group, or entity are adverse to interests of the city and the matter is substantially related to the official's duties to the city.

#### SECTION 6. CONFLICTING OUTSIDE EMPLOYMENT

- (a) **General Rule.** A city official or employee shall not solicit, accept, or engage in concurrent outside employment which could reasonably be expected to impair independence of judgment in, or faithful performance of, official duties.
- (b) **Special Application.** The following special rule applies in addition to the general rule: A city official or employee shall not provide services to an outside employer related to their official duties as a city official or employee. This special rule does not apply to law enforcement employees provided that the employees are the subject of a properly adopted personnel policy authorizing such employment.
- (c) **Other Rules.** The general rule stated above applies in addition to all other rules relating to outside employment of city officials and employees, including requirements for obtaining prior approval of outside employment as applicable.

#### SECTION 7. PUBLIC PROPERTY AND RESOURCES

A city official or employee shall not use, request, or permit the use of city facilities, personnel, equipment, or supplies for private purpose (including political purposes), except:

- (a) pursuant to duly adopted city policies, or
- (b) to the extent and according to the terms that those resources are lawfully available to the public.

#### SECTION 8. POLITICAL ACTIVITY

Limitations on the political activities of city officials and employees are imposed by state law, the City Charter, and city personnel rules and are incorporated into this provision by reference. In addition, the following ethical restrictions apply:

- (a) **Influencing Subordinates.** A city official or employee shall not, directly or indirectly, induce or attempt to induce any city subordinate of the official or employee:
  - (1) to participate in an election campaign, contribute to a candidate or political committee, or engage in any other political activity relating to a particular party, candidate, or issue, or
  - (2) to refrain from engaging in any lawful political activity.

A general statement merely encouraging another person to vote does not violate this rule.

- (b) **Paid campaigning.** A city official or employee shall not accept any thing of value, directly or indirectly, for political activity relating to an item pending on the ballot, if he or

she participated in, or provided advice relating to, the exercise of discretionary authority by a city body that contributed to the development of the ballot item. Any thing of value does not include a meal or other item of nominal value the city official or employee receives in return for providing information on an item pending on the ballot.

- (c) **Official Vehicles.** A city official or employee shall not display or fail to remove campaign materials on any city vehicle under his or her control.

Limitations on the use of public property and resources for political purposes are imposed by Section 7 of Part B (Public Property and Resources).

## SECTION 9. ACTIONS OF OTHERS

- (a) **Violations by Other Persons.** A city official or employee shall not intentionally or knowingly assist or induce, or attempt to assist or induce, any person to violate any provision in this code of ethics
- (b) **Using Others to Engage in Forbidden Conduct.** A city official or employee shall not violate the provisions of this code of ethics through the acts of another.

## SECTION 10. PROHIBITED INTERESTS IN CONTRACTS

- (a) **Charter Provision.** The Charter of the City of Kyle, in Section 12.03, states "No officer or employee of the City shall have a financial interest, direct or indirect, or by reason of ownership of stock in any corporation in any contract with the City, or be financially interested, directly or indirectly in the sale to the City of any land, materials, supplies, or service, except on behalf of the City as an officer or employee; provided however, that the provision of this section (Section 12.03 of the Charter) shall only be applicable when the stock owned by the officer or employee exceed one percent of the total capital stock of the corporation. Any violation of this section with the knowledge, express or implied, of the person or corporation contacting with the City shall render the contract voidable."
- (b) **Financial Interest.** No officer or employee of the City shall have a financial interest direct or indirect, or by reason of ownership of stock in a corporation, in a contract with the City, or be financially interested directly or indirectly in the sale to the City of land, materials, supplies or services except on behalf of the City as an officer or employee; provided, however, that the provision of this section shall only be applicable when the stock or interests owned by the officer or employee exceeds one (1%) percent of the total capital stock of the corporation, or the City is taking an interest in property by eminent domain. Any violation of this shall render the contract voidable.

This subsection does not permit any officer or employee to fail to comply with the requirements for giving notice of conflict, recusal and filing the required conflict forms with the city secretary.

- (c) If an officer or employee has or may potentially have a presumed prohibited financial interest in a contract with the city, or in the sale to the city of land, materials,

supplies or service under subsection (b), the officer or employee may apply to the Ethics Commission established under section 12.01 of the City Charter for determination and decision on whether the officer or employee has an actual direct or indirect financial interest in that contract or transaction.

The Ethics Commission will make this assessment using a standard of “clear and convincing” evidence at a hearing. A request for such a determination cannot be made confidentially. The hearing must be posted two weeks in advance clearly stating the officer or employee with the presumed prohibited financial interest, the contract or transaction at issue, and the individual or business entity that is the party to the contract or transaction at issue.

(d) Any contract or transaction already in place at the time the individual becomes an officer or employee subject to the prohibitions in Section 12.03 of the City Charter or those ascribed in this section may remain in place until the contract expires or the transaction is completed without creating a prohibited financial interest for the officer or employee.

(e) Definitions. For purposes of enforcing Section 12.03 of the City Charter and the provisions of this Section:

(1) a city “employee” is any employee of the city who is required to file a financial disclosure statement pursuant to Section 1 (a) of Part F (Financial Disclosure Report).

(2) a city “officer” is:  
(A) the Mayor or any Council member;  
(B) a Municipal Court Judge or Magistrate;  
(C) a member of any board, committee or commission which is more than advisory in nature. The term does not include members of the board of another governmental entity even if some or all of these members are appointed by the city.

(f) An officer or employee that has an interest prohibited by this Section, shall give notice of the conflict, recuse himself or herself from participation in any discussions at any public meeting, or with the city staff concerning the interest or matter in which a conflict exists, and file the required disclosure with the city secretary; provided that, if the matter involves an eminent domain proceeding with respect to a property interest of the officer or employee, the officer or employee may announce the conflict, file the disclosure and thereafter in the same manner as any private citizen represent his/her property interests.

#### **SECTION 11. CITY COUNCIL CONTRACT PERSONNEL**

(a) A member of the City Council who, in the course of official duties, has direct supervisory authority over contract personnel shall make reasonable efforts to ensure that the conduct of contract personnel is compatible with the obligations imposed on city officials and employees by this code of ethics.



- (b) Contract personnel employed by a member of the city council shall comply with all obligations imposed by this code of ethics on city employees, except for restrictions on political activity imposed on city employees by the City Charter or the City's Personnel Rules under Part B, Section 8 of this Code. Contract personnel, though, may not engage in political activity using City resources or during duty hours.
- (c) All contracts for administrative services between a member of the City Council and independent contractors shall contain a provision requiring the independent contractor to comply with all requirements imposed by this code on city employees.

**SECTION 12. PERSONS REQUIRED TO REPORT; TIME TO REPORT; PLACE TO REPORT**

- (a) A City official or employee who has knowledge of a violation of any of the provisions of this Ethics Code shall report this violation as provided below within a reasonable time after the person has knowledge of a violation. A City official or employee shall not delegate to, or rely on, another person to make the report.
- (b) Unless waived in writing by the person making the report, the identity of an individual making a report under this section is confidential and may be disclosed only to the proper authorities for the purposes of conducting an investigation of the report; provided that such confidentiality shall terminate if the matter is placed on an agenda of the Ethics Commission.
- (c) A report made under this Section shall be made to:
  - (1) the Ethics Compliance Officer or his or her designee; or
  - (2) the Ethics Commission.
- (d) A report shall state:
  - (1) the name of the City official or employee who believes that a violation of a provision of the Ethics Code has been or may have been committed;
  - (2) the identity of the person or persons who allegedly committed the violation;
  - (3) a statement of the facts on which the belief is made; and
  - (4) any other pertinent information concerning the alleged violation.

(e) The city attorney is not a city official or employee for the purposes of this Code of Ethics. The city attorney shall: (1) comply at all times with the Texas Rules of Professional Responsibility when representing the City, or any officer or employee of the City, including, but not limited to, the requirement to promptly disclose in writing any possible conflict when requested to participate in any matter in which he/she may have a conflict of interest; (2) avoid any and all conflicts of interest with the City; (3) place the interests of the City as an organization above all others when performing the duties of city attorney; (4) preserve and protect attorney client privilege; (5) conduct such civil and criminal investigations as appropriate to comply with the duties of the city attorney and the Ethics Compliance Officer; and (6) advise any official or employee that makes a report to the city attorney in confidence, of a possible violation of this Code of Ethics, to report the matter to the Ethics Commission.

**PART C: FORMER CITY OFFICIALS AND EMPLOYEES**

**SECTION 1. CONTINUING CONFIDENTIALITY**

A former city official or employee shall not use or disclose confidential government information acquired during service as a city official or employee. This rule does not prohibit:

- (a) any disclosure that is no longer confidential by law; or
- (b) the confidential reporting of illegal or unethical conduct to authorities designated by law.

## SECTION 2. SUBSEQUENT REPRESENTATION

- (a) **Representation by a Former Board Member.** A person who was a member of a board or other city body shall not represent any person, group or entity for a period of two (2) years after the termination of his or her official duties:

- (1) before that board or body;
- (2) before city staff having responsibility for making recommendations to, or taking any action on behalf of, that board or body, unless the board or body is only advisory in nature; or
- (3) before a board or other body which has appellate jurisdiction over the board or body of which the former city official or employee was a member, if any issue relates to his or her former duties.

- (b) **Representation Before the City.** A former city official or employee shall not represent for compensation any person, group, or entity, other than himself, or his or her spouse or minor children, before the city for a period two (2) years after termination of his or her official duties. This subsection does not apply to a person who was classified as a city official only because he or she was an appointed member of a board or other city body. For purposes of this subsection, the term compensation means money or any other thing of value that is received, or is to be received, in return for or in connection with such representation.

- (1) In connection with the representation of private interests before the city, a former city official or employee shall not state or imply that he or she is able to influence city action on any basis other than the merits.

- (c) **Representation in Litigation Adverse to the City.** A former city official or employee shall not, absent consent from the city, represent any person, group, or entity, other than himself or herself, or his or her spouse or minor children, in any litigation to which the city is a party, if the interests of that person, group, or entity are adverse to the interests of the city and the matter is one in which the former city official or employee personally and substantially participated prior to termination of his or her official duties.

## SECTION 3. PRIOR PARTICIPATION IN NEGOTIATING OR AWARDING OF CONTRACTS

- (a) A former city official or employee may not, within two (2) years of the termination of official duties, perform work on a compensated basis relating to discretionary contract, if he or she personally and substantially participated in the negotiation or awarding of the

contract. A former city official or employee, within two (2) years of termination of official duties, must disclose to the City Secretary immediately upon knowing that he or she will perform work on a compensated basis relating to a discretionary contract for which he or she did not personally and substantially participate in its negotiation or award. This subsection does not apply to a person who was classified as city official only because he or she was an appointed member of a board or other city body.

#### SECTION 4. DISCRETIONARY CONTRACTS

(a) **Impermissible Interest in Discretionary Contract or Sale.** This Subsection applies only to contracts or sales made on a discretionary basis, and does not apply to contracts or sales made on a competitive bid basis. Within one (1) year of the termination of official duties, a former city officer or employee shall neither have a financial interest, direct or indirect, in any discretionary contract with the City, nor have a financial interest, direct or indirect, in the sale to the City of any land, materials, supplies, or service. Any violation of this Section, with the knowledge, expressed or implied, of the individual or business entity contracting with the Council shall render the contract involved voidable by the Council. A former city officer or employee has a prohibited "Financial interest" in a discretionary contract with the city, or in the sale to the city of land, materials, supplies, or service, if any of the following individuals or entities is a party to the contract or sale:

- (1) the former officer or employee;
- (2) his or her parent, child, or spouse;
- (3) a business entity in which the former officer or employee, or his or her parent, child or spouse directly or indirectly owns:
  - (A) one (1) percent or more of the capital stock of a corporation, or
  - (B) ten (10) percent or more of the voting stock or shares of another business form, or
  - (C) ten (10) percent or more of the fair market value of any business entity; or
- (4) a business entity of which any individual or entity listed in Subsection (1), (2) or (3) is:
  - (A) a subcontractor on a city contract;
  - (B) a partner, or
  - (C) a parent or subsidiary business entity.

(b) **Exception: Prior Employment or Status.** Notwithstanding subsection (a) of this Section 4 (Discretionary Contracts) and Section 3 (Prior Participation in Negotiation or Awarding of Contracts), a former city official or employee may upon leaving official duties return to employment or other status enjoyed immediately prior to commencing official city duties.

(c) **Definitions.** For purposes of this Section:

- (1) A "former city employee" is any person who, prior to termination of employee status, was required to file a financial disclosure statement pursuant to Section 1(a) of Part F (Financial Disclosure Report).
- (2) A "former city officer" is any person who, immediately prior to

termination of official duties, was:

- (A) the Mayor or a member of City Council;
- (B) a Municipal Court Judge or Magistrate; or
- (C) a member of any committee, board or commission

which is more than advisory in nature. The term does not include members of the board of another governmental entity even if some or all of these members are appointed by the city.

(3) The term "contract" means any discretionary contract other than a contract for the personal services of the former city official or employee.

(4) The term "service" means any services other than the personal services of the former official or employee.

**PART D: PERSONS DOING BUSINESS WITH THE CITY**

**SECTION 1. VENDORS, SUPPLIERS AND CONTRACTORS.** All vendors, suppliers, contractors and persons contacting the City for the purpose of selling any product or service to the City, or bidding on any City works, whether by competitive bid process or a discretionary contract, shall comply with the requirements of Chapt. 176, Tex. Loc. Gov't Code.

**SECTION 2. PERSONS SEEKING DISCRETIONARY CONTRACTS**

(a) **Disclosure of Parties, Owners, and Closely Related Persons.** For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and this code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract on a form provided the city:

- (1) the identity of any individual who would be a party to the discretionary contract;
- (2) the identity of any business entity that would be a party to the discretionary contract and the name of:
  - (A) any individual or business entity that would be a subcontractor on the discretionary contract; and
  - (B) any individual or business entity that is known to be a parent or subsidiary business entity, of any individual or business entity who would be a party to the discretionary contract; and
- (3) the identity of any lobbyist or public firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract

An individual or business entity seeking a discretionary contract is required to supplement this filing on a form provided by the city in the event there is any change in the information required of the individual or business entity under Part D, Section 1, (a)(1), (a)(2), (a)(2)(A), (a)(2)(B), or (a)(3). The individual or business entity seeking a discretionary contract must supplement this filing before the discretionary contract is the subject of council action, and no later than five (5) business days after any change

about which information is required to be filed.

- (b) **Political Contributions.** Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract, on a form provided by the city, all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any current or former member City Council any candidate for City Council, or to any political action committee that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Subsection (a). Indirect contributions by an individual include, but are not limited to, contributions made by an individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.
- (c) **Briefing Papers and Open Records.** Briefing papers prepared for the city council concerning any proposed discretionary contract to be considered for action shall reveal the information disclosed in compliance with Subsections (a) and (b), and that information shall constitute an open record available to the public. Such briefing papers shall become a public record when the proposed contract is included on a posted agenda for a city council meeting.

### SECTION 3. DISCLOSURE OF ASSOCIATION WITH CITY OFFICIAL OR EMPLOYEE

- (a) **Disclosure During Appearances.** A Person appearing before a city board or other city body shall disclose to it any known facts which, reasonably understood, raise a question as to whether any member of the board or body would violate Section 1 of Part B (Improper Economic Benefit) by participating in official action relating to a matter pending before the board or body.
- (b) **Disclosures in Proposals.** Any individual or business entity seeking a discretionary contract with the city shall disclose, on a form provided by the city, any known facts which, reasonably understood, raise a question as to whether any city official would violate Section 1 of Part B (Improper Economic Benefit) by participating in official action relating to the discretionary contract.
- (c) **Definition.** For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

### SECTION 4. DISCLOSURE OF BENEFIT TO CITY OFFICIAL OR EMPLOYEE

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any city official or employee that is distinguishable from the effect that the action will have members of the public in general or a substantial segment thereof, he or she shall disclose that fact in a signed writing to the city official, employee, or body that has been requested to act in the matter, unless the interest of the city official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary.



## **PART E. MEMBERS OF THE PUBLIC AND OTHERS**

Part E (Members of the Public and Others) applies to current and former city officials and employees, persons doing business with the city, and lobbyists, as well as to members of the public and any other person (including business entities and nonprofit entities).

### **SECTION 1. FORMS OF RESPONSIBILITY**

No person shall intentionally or knowingly induce, attempt to induce, conspire with, aid or assist, or attempt to aid or assist another person to engage in conduct violative of the obligations imposed by Part B (Present City Officials and Employees), C (Former City Officials and Employees), D (Persons Doing Business with the City) of this ethics code.

## **PART F. FINANCIAL DISCLOSURE**

### **SECTION 1. FINANCIAL DISCLOSURE REPORT**

#### **(a) Persons Required to File Disclosure Form.**

- (1) **City Officials and Designated City Employees.** No later than thirty (30) after accepting appointment or assuming the duties of office, and annually thereafter, the city officials defined in Section 2 of Part A (Definitions), are required to file with the City Secretary a complete sworn financial disclosure report.
  - (2) **Candidates for City Council.** A non-incumbent candidate for a place on the City Council shall file a sworn financial disclosure report with the City Secretary containing all information required by Subsections (a) through (m) of Section 2 of Part F (Contents of Financial Disclosure Reports) within fifteen (15) days from the date of filing as a candidate.
- (b) **Open Records.** Financial disclosure reports are open records subject to the Texas Open Records Act, and shall be maintained in accordance with the Local Government Records Act.
- (c) **Annual Filing Date.** Annual financial disclosure reports filed by City officials who are City employees and by City employees who are required to report must be received by the City Secretary by 4:30 p.m. on the 31<sup>st</sup> day of January. Annual financial disclosure reports filed by the City officials who are not City employees and who are required to report must be received by the City Secretary by 4:30 p.m. on the 1<sup>st</sup> day of March. When the deadline falls on a Saturday or Sunday, or on an official city holiday as established by the City Council, the deadline for receipt by the City Secretary is extended to 4:30 p.m. of the next day which is not a Saturday or Sunday or official city holiday. The City Secretary shall grant an extension of time in which to file a report upon written request submitted in advance of the deadline. The extension shall not exceed fifteen (15) days.

**Unforeseen Circumstances.** In the event of an unforeseen circumstance, including, but not limited to military service abroad or acute illness, the deadline for receipt by the City Secretary is extended until such time as the city official or employee resumes his city duties.

- (d) **Reporting Periods.** Each initial or annual financial disclosure filed by an individual designated in Section 1(a)(1) of Part F (Financial Disclosure Report), and each report filed by a candidate for City Council, shall disclose information relating to the prior calendar year, as well as any material changes in that information which occurred between the end of the prior calendar year and the date filing.
- (e) **City Secretary.** The City Secretary shall:
- (1) prior to January 15 of each year, notify city officials and employees specified in Subsection (a)(1) of their obligation to file financial disclosure reports and those forms to be completed;
  - (2) provide forms to all new City Council appointees and those filing for elective office,  
and advise them of reporting requirements and deadlines;
  - (3) provide guidance and assistance on the reporting requirements for persons required to file financial disclosure reports and develop common standards, rules, and procedures for compliance with Part F (Financial Disclosure):
  - (4) review reports for completeness and timelines;
  - (5) maintain filing, coding, and cross-indexing systems to carry out the purpose of Part F (Financial Disclosure), including
    - (A) a publicly available list of all persons required to file; and
    - (B) computerized systems designed to minimize the burden of filing and maximize public access to materials filed under Part F (Financial Disclosure);
  - (6) make available for public inspection and copying at reasonable times the reports filed under Part F (Financial Disclosure);
  - (7) upon determining that such appointee who is required to file a financial disclosure report has failed to do so or has filed incomplete or unresponsive information, notify the individual by certified mail that failure to file or correct the filing within fifteen (15) days after the original deadline constitutes an automatic resignation. At the same time, the City Secretary shall publicly announce to the City council the names of those who have not filed and to whom this notification is being sent. If such an appointee fails to file a completed report within fifteen (15) days from the original deadline, the position shall be considered vacant, and a new appointment shall be made by the City Council; and
  - (8) upon determining that the Mayor, a member of City Council, a candidate for City Council, the City Manager, or a Municipal Court Judge or Magistrate has failed to timely file a financial disclosure report, or has filed incomplete or unresponsive information, notify the individual by certified mail that failure to file or correct the filing with fifteen (15) days after the original deadline will result in the matter being forwarded to the Ethics Commission (Board). If the person in question fails to file a completed report within fifteen days of the original deadline, a report of non-compliance shall be forwarded to the Ethic Commission (Board) for appropriate action.
  - (9) upon determining that a person other than as provided in subsections (7) or (8) above, has failed to timely file a financial disclosure report, or has filed

incomplete or unresponsive information, notify the individual by certified mail that failure to file or correct the filing within fifteen (15) days after the original deadline will result in the matter being forwarded to the City Manager. If the person in question fails to file a completed report within fifteen (15) days of the original deadline, a report of non-compliance shall be forwarded to the City Manager for appropriate action.

The failure of the City Secretary to provide any notification required by this Section does not bar appropriate remedial action, but may be considered on the issue of culpability.

- (f) **Exception.** A city official who is a member of a board or commission created pursuant to federal or state law, may only be removed for failing to file a financial disclosure form if allowed under federal or state law.

## SECTION 2. CONTENTS OF FINANCIAL DISCLOSURE REPORTS

Each initial or annual financial disclosure report shall disclose, on a form provided by the city, the following information:

- (a) the reporting party's name;
- (b) the name of any person related as parent, child, (except a child who is a minor), or spouse to the reporting party;
- (c) the name of any member of the reporting party's household not disclosed under Subsection (b) of this rule;
- (d) the name of any employer of any person disclosed under Subsection (a) or (b) of this rule;
- (e) the name of any business entity (including self employment in the form of a sole proprietorship under a personal or assumed name) in which the reporting party or his or her spouse holds an economic interests;
- (f) the name of any business which the reporting party knows is a partner, or a parent or subsidiary business entity, of a business entity owned, operated or managed by the reporting party or his or her spouse;
- (g) the name of any person or business entity from whom the reporting party or his or her spouse, directly or indirectly;
  - (1) has received and not rejected an unsolicited offer of subsequent employment or
  - (2) has accepted an offer of subsequent employment which is binding or expected by the parties to be carried out;
- (h) the name of each nonprofit entity or business entity in which the reporting party serves as an officer or director, or in any other policy making position;

- (i) the name of each business entity which has sought city business, has a current city contract or anticipates seeking city business in which any individual listed in Subsection (a) or (b) is known to directly or indirectly own:
  - (1) one (1) percent or more of the capital stock of a corporation, or
  - (2) ten (10) percent or more of the voting stock or shares of the business entity, or
  - (3) ten (10) percent or more of the fair market value of the business entity;
  
- (j) the name of any business entity of which any individual or entity disclosed under Subsection 2(a) or (2)(i) is known to be:
  - (1) a subcontractor on a city contract;
  - (2) a partner; or
  - (3) a parent or subsidiary business entity.
  
- (k) the name of each source of income, other than dividends or interest, amounting to more than five thousand dollars (\$5000) received during the reporting period by the reporting party or his or her spouse, unless that source has been disclosed under Subsections (a) through (j) of this rule;
  
- (l) the identification by street address, or legal or lot-and-block description, of all real property located in Hays County, Texas in which the reporting party or his or her spouse has a leasehold interest, a contractual right to purchase, or an interest as: fee simple owner; beneficial owner; partnership owner; joint owner with an individual or corporation; or owner of more than twenty-five (25) percent of a corporation that has title to real property. There is no requirement to list any property:
  - (1) used as a personal residence of a peace officer;
  - (2) over which the reporting party has no decision power concerning acquisitions or sale;
  - (3) held through a real estate investment trust, mutual fund, or similar entity, unless the reporting party or his or her spouse participates in the management thereof;
  
- (m) the name of persons or entities to whom the reporting party or spouse owes an unsecured debt of more than five thousand dollars (\$5,000.00), other than debts for:
  - (1) money borrowed from a family member from his or her own resources; and
  - (2) revolving charge accounts.
  
- (n) the name of each person, business entity, or other organization from whom the reporting party, or his or her spouse, received a gift with an estimated fair market value in excess of one hundred dollars (\$100) during the reporting period and the estimated fair market value of each gift. Excluded from this requirement are:
  - (1) lawful campaign contributions which are reported as required by state statute;
  - (2) gifts received from family members within the second degree of affinity or consanguinity;
  - (3) gifts received among and between fellow city employees and officials; and

- (4) admission to events in which the reporting party participated in connection with official duties

**SECTION 3. SHORT FORM ANNUAL REPORT**

A person who is required to file an annual financial disclosure report may fulfill his or her filing obligations by submitting a short sworn statement on a form provided by the city, if there have been few or no changes in the information disclosed by that person in a complete financial disclosure report filed within the past five (5) years. The short statement shall indicate the date of the person's most recently filed complete financial disclosure report and shall state that there have been no material changes in that information or shall list any material changes that have occurred.

**SECTION 4. TRAVEL REPORTING REQUIREMENTS**

- (a) Any persons listed in Subsection (b) who, in connection with his or her official duties, accepts a trip or excursion involving the gratuitous provision of transportation, accommodations, entertainment, meals, or refreshments paid for by a person or entity other than a public agency must file with the City Secretary, before embarking on the travel, a disclosure statement identifying:

- (1) the name of the sponsor;
- (2) the places to be visited; and
- (3) the purpose and dates of the travel.

- (b) The following persons are required to report under this Section: the Mayor, members of the City Council, Municipal Court Judges and Magistrates, City Manger, Deputy City Manger, City Secretary, Assistant City Secretary, Assistant City Mangers, Assistants to the City Manger, and all department heads. Acceptance of a trip or excursion by an individual listed above other than the Mayor or a member of the City Council must receive prior written approval of the City Manger.

**SECTION 5. ITEMS RECEIVED ON BEHALF OF THE CITY**

A city official or employee who accepts any item by way of gift valued over \$100.00 or loan on behalf of the city must promptly report that fact to the City Manager, who shall have the item appropriately inventoried as city property.

**SECTION 6. OTHER PERSONS REQUIRED TO REPORT GIFTS**

In addition to the gift reporting requirements imposed by the financial disclosure rules stated in Section 2(n) of Part F (Contents of Financial Disclosure Reports), other city employees specified on a list compiled annually by the City Manager or the person(s) responsible for the human resource functions of the city and submitted to the City Secretary, and contract administrative assistants to members of City Council are also required during the previous year with a cumulative value of over one hundred dollars (\$100.00). Excluded from this requirement are gifts received from family members within the second degree of affinity or consanguinity and gifts among and between city employees and city officials.

**SECTION 7. VIOLATION OF REPORTING REQUIREMENTS**



Failure to timely file a report required by the rule stated in Part F (Financial Disclosure) is a violation hereof, as is the knowingly filing of a report with incorrect or incomplete report, it is his or her responsibility to file an amended report as soon as possible.

**PART G. ETHICS COMMISSION (BOARD)**

**SECTION 1. DEFINITIONS**

As used in Part G (Ethics Commission (Board)), the term “ethics laws” include this code of ethics, Article 12 of the City Charter, and Section 171 of the Texas Local Government Code. The term “ethical violation” include violations of any of those enactments. Other terms used in Part G (Ethics Commission (Board)) are defined in Section 2 of Part A (Definitions).

**SECTION 2. STRUCTURE OF THE ETHICS COMMISSION (BOARD)**

- (a) **Establishment.** There is hereby established an Ethics Commission (Board), which shall have the powers and duties specified in Part G (Ethics Commission (Board))
- (b) **Composition.** The Ethics Commission (Board) shall consist of seven (7) members. The Mayor and each member of the City Council shall nominate one member of the Board. Each nominee must be confirmed by a majority of City Council members. Nomination and confirmation of Board members shall be conducted at separate open meetings of the City Council.
- (c) **Terms of Office.** Board members shall be appointed to three-year terms. Initial appointments shall be made that terms are staggered and run concurrent with council members’ terms who are entitled to make appointments to the seat. No member shall serve for more than three three-year terms.
- (d) **Qualifications.** Members of the Board shall have good moral character and shall be residents of the city. No member of the Board shall be:
  - (1) a salaried city official or employee;
  - (2) an elected public official;
  - (3) a candidate for elected public office;
  - (4) an officer of a political party;
- (e) **Removal.** Members of the Ethics Commission (Board) may be removed from office for cause by a majority of the City Council only after a public hearing at which the member was provided with the opportunity to be heard. Grounds for removal include: failure to satisfy, or to continue to satisfy, the qualifications set forth in Subsection (d); substantial neglect of duty; gross misconduct in office; inability to discharge the powers or duties of office; or violation of any provision in the code of ethics.
- (f) **Vacancies.** A vacancy shall be filled by a person who will serve for the remainder of the unexpired term. The appointment shall be made by the member of City Council who is entitled to make appointments to the seat that was vacated, and must be confirmed by a majority of the City Council.

- (g) **Recusal.** A member of the Ethics Commission (Board) shall recuse himself or herself from any case in which, because of familial relationship, employment, investments, or otherwise, his or her impartiality might reasonably be questioned. A Board member may not participate in official action on any complaint:
- (1) that the member initiated;
  - (2) that involves the member of City Council who nominated him or her for a seat on the Ethics Commission (Board); or
  - (3) during the pendency of an indictment or information charging the member with an offense, or after a finding of guilt of such an offense.

If the number of Board members who are recused from a case is so large that an Ethics Panel cannot be constitute, as provided for in Section 6 of Part G (Ethics Panel), the Mayor shall nominate a sufficient number of ad hoc members so that the case can be heard. Ad hoc members of the Ethics Commission (Board) must be confirmed by a majority vote of the City Council and serve only for the case in question.

- (h) **Chair and Vice-Chair.** Each year, the Board shall meet and elect a chair and a vice-chair from among its members, who will serve one-year terms and may be re-elected. The chair or a majority of the Board may call a meeting of the Board. The chair shall preside at meetings of the Ethics Commission (Board) and perform other administrative duties. The vice-chair shall assume the duties of the chair in the event of a vacancy in that position.
- (i) **Reimbursement.** The members of the Ethics Commission (Board) shall not be compensated but shall be reimbursed for reasonable expenses incurred in the performance of their official duties.

### SECTION 3. JURISDICTION AND POWERS

- (a) **Jurisdiction.** If a complaint is filed pursuant to Section 4 of Part G (Complaints) within two (2) years of the date of an alleged violation of the ethics laws, the Ethics Commission (Board) shall have jurisdiction to investigate and make findings and recommendations concerning:
- (1) any alleged violation of this code of ethics or Article 12 of the City Charter by any person subject to those provisions, including, but not limited to current city officials and employees, former city officials and employees, persons doing business with the city, and persons required to register as lobbyists; or
  - (2) any alleged violation by a Kyle city official of Section 171 of the Texas Local Government Code, the state conflict-of-interest law applicable to certain local public officials.

The Board shall not consider any alleged violation that occurred more than two (2) years prior to the date of the filing of the complaint.

- (b) **Termination of City Official's or Employee's Duties.** The termination of a city official's or employee's duties does not affect the jurisdiction of the Ethics Commission (Board) with respect to alleged violations occurring prior to the termination of official

duties.

- (c) **Powers.** The Ethics Commission (Board) has power:
- (1) to establish, amend, and rescind rules and procedures governing its own internal organization and operations, consistent with Part G (Ethics Commission (Board)) of this code;
  - (2) to meet as often as necessary to fulfill its responsibilities;
  - (3) to designate Ethics Panels with the power to render decisions on complaints or issue advisory opinions on behalf of the Board;
  - (4) to request from the City manager through the City Council the appointment or allocation of such staff as are necessary to carry out its duties;
  - (5) to review, index, maintain on file, and dispose of sworn complaints;
  - (6) to make notifications, extend deadlines, and conduct investigations both on complaint and as a result of an issue raised out of said complaint;
  - (7) to render, index, and maintain on file advisory opinions;
  - (8) to provide assistance to the Ethics Compliance Officer of the city in the training and education of city officials and employees with respect to their ethical responsibilities;
  - (9) to prepare an annual report and to recommend to the Mayor and City Council needed changes in ethical standards or procedures; and
  - (10) to take such other action as is necessary to perform its duties under Part G (Ethics Commission (Board)) of this ethics code.

#### SECTION 4. COMPLAINTS

- (a) **Filing.** Any person (including a member of the Ethics Commission (Board) or its staff, acting personally or on behalf of the Board) who believes that there has been a violation of the ethics laws may file a sworn complaint with the City Secretary.

A complaint filed in good faith is qualifiedly privileged. A person who knowingly makes a false statement in a complaint, or in proceedings before the Ethics Commission (Board), is subject to criminal prosecution for perjury [see Part H, Section 4 (Prosecution for Perjury)] or civil liability for the tort of abuse of process.

- (b) **Form.** A complaint filed under this section must be in writing and under oath and must set forth in simple, concise, and direct statements:
- (1) the name of the complaints;
  - (2) the street or mailing address and the telephone number of the complainant;
  - (3) the name of each person complained about;
  - (4) the position or title of each person complaint about;
  - (5) the nature of the alleged violation, including, if possible, the specific rule or provision of law alleged to have been violated;
  - (6) a statement of the facts constituting the alleged violation and the dates on which or period of time in which the alleged violation occurred; and
  - (7) all documents or other material relevant to the allegation and available to the complainant but that are not in the possession of the complainant, including the location of the documents, if known; and a list of all documents or other material

relevant to the allegation but unavailable to the complainant, including the location of the documents, if known.

The complaint must be accompanied by an affidavit stating that the information contained in the complaint is either true and correct or that the complainant has good reason to believe and does believe that the facts alleged constitute a violation of the Ethics Code. If the complaint is based on information and belief, the complaint shall state the source and basis of the information and belief. The complainant shall swear to the facts by oath before a notary public or other person authorized by law to administer oaths under penalty of perjury.

The complaint must state on its face an allegation that, if true, constitutes a violation of a rule adopted by or a law administered and enforced by the Board.

(c) **Frivolous Complaint.**

- (1) For purposes of this section, a "frivolous complaint" is a sworn complaint that is groundless and brought in bad faith or groundless and brought for the purpose of harassment.
- (2) By a vote of at least two-thirds of those present, the Board may order a complainant to show cause why the Board should not determine that the complaint filed by the complainant is a frivolous complaint.
- (3) In deciding if a complaint is frivolous, the Board will be guided by the Texas Rules of Civil Procedure, Rule 13, and interpretations of that rule, and may also consider:
  - (A) the timing of the sworn complaint with respect to when the facts supporting the alleged violation became known or should have become known to the complainant, and with respect to the date of any pending election in which the respondent is a candidate or is involved with a candidacy, if any;
  - (B) the nature and type of any publicity surrounding the filing of the sworn complaint, and the degree of participation by the complainant in publicizing the fact that a sworn complaint was filed with the Board;
  - (C) the existence and nature of any relationship between the respondent and the complainant before the complaint was filed;
  - (D) if respondent is a candidate for election to office, the existence and nature of any relationship between the complainant and any candidate or group opposing the respondent;
  - (E) any evidence that the complainant knew or reasonably should have known that the allegations in the complaint were groundless; and
  - (F) any evidence of the complainant's motives in filing the complaint.
- (4) Notice of an order to show cause shall be given to the complainant, with a copy to the respondent, and shall include:
  - (A) an explanation of why the complaint appears to be frivolous; and
  - (B) the date, time, and place of the hearing to be held under this section.
- (5) Before making a determination that a sworn complaint is a frivolous complaint, the Board shall hold a hearing at which the complainant may be heard; the complainant may be accompanied by counsel retained by the complainant.

- (6) By a record vote of at least two-thirds of those present after the hearing under subsection (5) of this section, the Board may determine that a complainant filed a frivolous complaint and may recommend sanctions against that complainant.
- (d) **Sanctions.**
- (1) Before recommending a sanction for filing a frivolous complaint, the Board shall consider the following factors:
- (A) the seriousness of the violation, including the nature, circumstance, consequences, extent, and gravity of the violation;
- (B) the sanction necessary to deter future violations; and
- (C) any other matters that justice may require.
- (2) The Board may recommend the following sanctions:
- (A) a civil penalty of not more than \$500.
- (B) prosecution for perjury
- (C) any other sanction permitted by law.
- (3) The Board may notify the appropriate regulatory or supervisory agency for their appropriate action.
- (e) **Confidentiality.** No city official or employee shall reveal information relating to the filing or processing of a complaint except as required for the performance of official duties.
- (1) All papers and evidence related to a pending complaint are confidential during the time any investigation is being conducted by the Ethics Compliance Officer or the Commission. If the investigation is completed and a complaint is included as an agenda item to be considered in an open meeting of the Ethics Commission, the papers and evidence become public documents when the related agenda item is opened for discussion by the Ethics Commission.
- (2) If an investigation is closed and no complaint is filed, all related papers and evidence become public information when the investigation is closed; provided the Commission may reopen any investigation previously closed by the Ethics Compliance Officer.
- (3) If the Ethics Commission decides to investigate any allegation or complaint, the papers, evidence and documents compiled thereafter with respect to the investigation shall be and remain confidential until such time as the Ethics Commission concludes the investigation.
- (4) With the exception of an executive session held by the Ethics Commission with respect to an item being investigated by the Ethics Commission, all meetings of the Ethics Commission shall be posted and held as open meetings in compliance with the Open Meetings Act.
- (5) When any complaint is included as an agenda item to be considered in an open meeting of the Ethics Commission, the complaint and all related papers and evidence become public documents when the related agenda item is opened for discussion by the Ethics Commission.
- (f) **Notification.** A copy of a complaint shall be promptly forwarded by the City Secretary to the Ethics Compliance Officer and to the respondent(s), even if the complaint



fails to meet the filing requirements of Part G, Section 4(b) (Form) above. A complaint that is not sworn as required by Part G, Section 4(b), shall not be forwarded by the City Secretary to the Ethics Compliance Officer, but shall be returned to the complainant. The respondent(s) shall also be provided with a copy of the ethics rules and shall be informed:

- (1) that, within fourteen (14) days of receipt of the complaint, he or she may file a sworn response with the City Secretary;
  - (2) that failure to file a response does not preclude the Ethics Commission (Board) from adjudicating the complaint;
  - (3) that a copy of any response filed by the respondent(s) will be provided by the City Secretary to the complainant, who may, within seven(7) days of receipt, respond by sworn writing filed with the City Secretary, a copy of which shall be provided by the City Secretary to the respondent(s);
  - (4) that the respondent(s) may request a hearing; and;
  - (5) that city officials and employees have a duty to cooperate with the Ethics Commission (Board), pursuant to Section 6(e) of Part G (Ethics Panels).
- (g) **Assistance.** The City Secretary shall provide information to persons who inquire about the process for filing a complaint.

#### SECTION 5. ETHICS COMPLIANCE OFFICER

- (a) **City Attorney's Office.** The City Attorney or an Assistant City Attorney designated by the City Attorney shall serve as the Ethics Compliance Officer for the city. The Ethics Compliance Officer shall:
- (1) receive and promptly transmit to the Ethics Commission (Board) complaints and responses filed with the City Secretary;
  - (2) investigate, marshal, and present to the Ethics Commission (Board) the evidence bearing upon a complaint;
  - (3) act as legal counsel to the Ethics Commission (Board);
  - (4) issue advisory opinions to city officials and employees about the requirements imposed by the ethics laws; and
  - (5) be responsible for the training and education of city officials and employee with respect to their ethical responsibilities;
  - (6) review complaints for legal sufficiency;
  - (7) recommend acceptance or rejection of complaint within 60 days of date made to the Ethics Commission (Board); and
  - (8) request additional information from complainant as needed.

At least once each year, the Ethics Compliance Officer shall cause to be distributed to each city official and employee a notice setting forth the duties of the Ethics Commission (Board) and the procedures for filing complaints. The Ethics Compliance Officer shall also ensure that such notices are posted.

- (b) **Outside Independent Counsel.** An independent outside attorney, who does not

otherwise represent the city, shall be appointed at the recommendation of the City Attorney, to serve as the Ethics Compliance Officer for a particular case:

- (1) when a complaint is filed relating to an alleged violation of the ethics laws by:
  - (A) the Mayor or a member of the City Council, or
  - (B) a city employee who is department head or of higher rank;
- (2) when the Ethics Commission (Board), at the recommendation of the City Attorney, requests such an appointment; or
- (3) when requested by the City Attorney.

An independent outside attorney who is appointed has the same duties and authority as the Ethics Compliance Officer under Section 5(a)(1), 5(a)(2), 5(a)(3), 5(a)(6), 5(a)(7), and 5(a)(8) of Part G (Ethics Compliance Officer).

- (c) **Exculpatory Evidence.** The Ethics Compliance Officer shall disclose to the Ethics Panel and provide to the person charged with violating the ethics law evidence known to the Ethics Compliance Officer tending to negate guilt or mitigate the seriousness of the offense.

## SECTION 6. ETHICS PANELS

- (a) **Assignment to an Ethics Panel.** A complaint received by the Ethics Commission (Board) from the Ethics Compliance Officer shall be promptly assigned to an Ethics Panel consisting of three (3) or more members of the Board, who shall have full power to investigate and dispose of the complaint. Each Ethics Panel shall be constituted according to procedures established by the Board. Any member of an assigned Ethics Panel who recuses himself or herself shall be replaced by another member of the Board according to established procedures if that is necessary to ensure that the Panel has at least three (3) members. The identity of the members of the Ethics Panel shall be revealed to the person charged in the complaint who, for good cause, may request the recusal of any member of the panel. Unless the Commission votes and directs otherwise, all complaints and matters coming before the Commission shall be automatically assigned to the Ethics Commission as an Ethics Panel of the entire Commission.
- (b) **Notice of Charges.** The Ethics Panel shall consider whether the facts of the case establish a violation of any provision in the ethics laws, regardless of which provisions, if any, were identified in the complaint as having been allegedly violated. However, before the Ethics Panel may find that a violation of a particular rule, the respondent must be on notice that compliance with that rule is in issue and must have an opportunity to respond. Notice is conclusively established: if the complainant alleged that the rule was violated; if compliance with the rule is raised by the member of the Board or the Ethics Compliance Officer as a disputed issue at a hearing before the Ethics Panel; or if the Board or the Ethics Compliance Officer provides the respondent with written notice of the alleged violation and a fourteen (14) day period within which to respond in writing to the charge.
- (c) **Scheduling of a Hearing.** Regardless of whether the complainant or the respondent requests a hearing, the Ethics Panel has discretion to decide whether to hold a

hearing.

- (d) **Ex Parte Communications.** It is a violation of this code:
  - (1) for the complainant, the respondent, or any person acting on their behalf to engage or attempt to engage, directly or indirectly, in ex parte communication about the subject matter of a complaint with a member of the Ethics Panel, any other member of the Ethics Commission (Board), or any known witness to the complaint; or
  - (2) for a member of an Ethics Panel or any other member of the Ethics Commission (Board) to:
    - (A) knowingly entertain an ex parte communication prohibited by Subsection (1) of this rule; or
    - (B) communicate directly or indirectly with any person, other than a member of the Ethics Commission (Board), its staff, or the Ethics Compliance Officer, about any issue of fact or law relating to the complaint.
- (e) **Duty to Cooperate.** All city officials and employees shall cooperate with the Ethics Commission (Board) and shall supply requested testimony or evidence to assist it in carrying out its charge. Failure to abide by the obligations imposed by this Subsection is a violation of this code of ethics.

## SECTION 7. HEARINGS

At any hearing held by an Ethics Panel during the investigation or disposition of a complaint, the following rules apply:

- (a) **General Rules.** At least three (3) members of the Ethics Panel must be present for the hearing. Any member of the Ethics Panel who is not present ceases to be a member of the Ethics Panel and may not participate in the disposition of the case. All witnesses must be sworn and all questioning of witnesses shall be conducted by the members of the Ethics Panel or the Ethics Compliance Officer. The Ethics Panel may establish time limits and other rules relating to the participation of any person in the hearing. No person may be held to have violated the ethics laws unless a majority of the Ethics Panel so finds by a preponderance of the evidence.
- (b) **Evidence.** The Ethics Panel shall relay on evidence of which a reasonably prudent person commonly relies in the conduct of the person's affairs. The Ethics panel shall further abide by the following:
  - (1) The Panel shall hear evidence relevant to the allegations; and
  - (2) The Panel shall not consider hearsay unless it finds the nature of the information is reliable and useful.
- (c) **The Person Charged.** The person charged in the complaint has the right to attend the hearing, the right to make a statement, the right to present witnesses, and the right to be accompanied by legal counsel or another advisor. Only legal counsel to the person charged

in the complaint may advise that person during the course of the hearing, but may not speak on his or her behalf, except with the permission of the Ethics Panel. The time permitted for presentation will be at the discretion of the Board.

- (d) **The Complainant.** The complainant has the right to attend the hearing, the right to make a statement, and the right to be accompanied by legal counsel or another advisor. Only legal counsel to the complainant may advise the complainant during the course of the hearing, but may not speak on behalf of the complainant, except with the permission of the Ethics Panel. Witnesses may not be presented by the complainant, except with the permission of the Ethics Panel.

## SECTION 8. DISPOSITION

- (a) **Written Opinion.** The Ethics Panel shall issue a decision within ninety (90) days after the filing of a complaint. The Ethics Panel shall state in a written opinion its finding of fact and conclusions of law. The written opinion shall either:

- (1) dismiss the complaint; or
- (2) upon finding that there has been a violation of the ethics laws:

(A) A letter of notification shall be the appropriate sanction when the violation is clearly unintentional, or when the violation was made in reliance on a written opinion of the city attorney. A letter of notification shall advise the person to whom it is directed of any steps to be taken to avoid future violations.

(B) A letter of admonition shall be the appropriate sanction in those cases in which the Commission finds that the violation is minor and/or may have been unintentional, but calls for a more substantial response than a letter of notification.

(C) A reprimand shall be the appropriate sanction when the Commission finds that a violation has been committed intentionally or through disregard of this ordinance. A copy of a reprimand directed to an employee, city official, council member, or board or commission member shall be sent to the City Manager and City Council. A reprimand directed to an employee shall be included in the employee's personnel file. A letter of reprimand directed to an elected city official shall be transmitted to the city secretary and published in the official City newspaper.

(D) A recommendation of removal from employment or a recommendation of suspension from employment, as well as a recommendation for length of suspension, shall be the appropriate sanction when the Commission finds that a serious or repeated violation(s) of this ordinance has been committed intentionally or through culpable disregard of this ordinance by city employees. Any such recommendation shall be made to the City Manager, unless the city official or employee is in a position filled by Council appointment.

(E) A letter of censure shall be the appropriate sanction when the Commission finds that a serious or repeated violation(s) of this ordinance has been committed intentionally or through culpable disregard of this ordinance by an elected city official. A letter of censure directed to an elected city official shall be transmitted to the city secretary and thereafter published in the official newspaper of the City.

(F) recommend criminal prosecution and/or civil remedies, in accordance with this Rule;

(G) state why no remedial action is recommended; or

(H) In appropriate cases the Commission may recommend to the City Council or City Manager that action be taken under subsections (c) and (f) below.

If the Ethics Panel determines that a violation has occurred, the opinion shall identify in writing the particular rule or rules violated. If the complaint is dismissed, the grounds for the dismissal shall be set forth in the opinion. The failure of the Ethics Panel to comply within the above time limits may result in the charge being dismissed for want of prosecution. Prior to such dismissal, the complainant will be given notice and an opportunity to request continuance of the action.

(b) **Notification.** Copies of the opinion shall be forwarded to the complainant, the person charged in the complaint, the Ethics Compliance Officer, and any member of the Ethics Commission (Board) who did not participate in the disposition of the case. A copy of the opinion shall also be forwarded to the City Secretary, who shall make it available as authorized by law.

(c) **Recommendations.** A recommendation for criminal prosecution shall be forwarded to the appropriate law enforcement agency. A recommendation of civil remedies shall be forwarded through the Ethics Compliance Officer to the City Council for action.

(d) **Similar Charges Barred.** If the complaint is dismissed because the evidence failed to establish a violation of the ethics laws, the Ethics Commission (Board) shall not entertain any other similar complaint based on substantially the same evidence.

(e) **Factors Relevant to Sanctions.** In deciding whether to recommend, in the case of a violation of the ethics law, criminal prosecution and/or civil remedies, the Ethics Panel shall take into account relevant considerations, including, but not limited to, the following:

- (1) the culpability of the person charged in the complaint;
- (2) the harm to public or private interests resulting from the violation;
- (3) the necessity of preserving public confidence in the conduct of local government;
- (4) whether there is evidence of a pattern of disregard for ethical obligations; and
- (5) whether remedial action has been taken that will mitigate the adverse effect of the ethical violation.



- (f) **Civil Remedies.** The Following civil remedies may be recommended by an Ethics Panel which finds that the ethics laws have been violated:
- (1) review of the case by the City Manager, or his or her designate, for disciplinary action;
  - (2) a suit by the city for damages or injunctive relief in accordance with Section 2 of Part H (Damages and Injunctive Relief):
    - (3) disqualification from contracting in accordance with Section 6 of Part H (Disqualification from Contracting);
  - (4) voiding of a contract in accordance with Section 5 of Part H (Voiding or Ratification of Contract); and
  - (5) a fine in accordance with Section 3 of Part H (Civil Fine).
- (g) **Criminal Prosecution.** An Ethics Panel may recommend to the appropriate law enforcement agency criminal prosecution under Section 4 of Part H (prosecution for Perjury) or under Section 171 of the Texas Local Government Law. Prosecution of any person by the City Attorney for a violation of this ethics code shall not be undertaken until a complaint is disposed of in accordance with Section 8. However, the absence of a recommendation to prosecute from an Ethics Panel to the City Attorney shall not preclude the City Attorney from exercising his or her prosecutorial discretion to prosecute a violation of this ethics code.
- (h) **Council Action.** If the City Council receives a recommendation pursuant to Subsection (a)(D), or Subsection (f) above, the City Council shall dispose of a recommendation from the Ethics Commission (Board) within ninety (90) days of receiving such recommendation. The recommendation(s) of the Ethics Commission (Board) may be accepted, rejected, modified, or recommitted to said Board for further action or clarification. Failure to take action within specified time limits may result in the charge being dismissed for want of prosecution. Prior to such dismissal, the complainant will be given notice and an opportunity to request continuance of the action.

## SECTION 9. PETITION FOR DECLARATORY RULING

Any city official or employee against whom public allegations of ethics violations have been made in the media or elsewhere shall have the right to file a sworn statement with the City Secretary affirming his or her innocence, and to request the Ethics Commission (Board) to investigate and make known its findings, and make any relevant recommendations concerning the issue.

## SECTION 10. ADVISORY OPINIONS

- (1) **Requests by Persons Other Than Officials and Employees.**
- (A) By writing filed with the City Secretary, any person other than a city official or employee may request an advisory opinion with respect to the interpretation of the ethics laws, but only with respect to whether proposed action by that person would violate the ethics laws. The City Secretary shall promptly transmit all requests for advisory opinions to the Ethics Compliance Officer and the chair of the Ethics Commission (Board).

(City officials and employees may request advisory opinions from the City Attorney pursuant to Subsection (B)).

(B) Within thirty (30) days of receipt by the chair of the Ethics Commission (Board) of a request for an advisory opinion the Board, acting en banc or through a designated Ethics Panel, shall issue a written advisory opinion. During the preparation of the opinion, the Board may consult with the Ethics Compliance Officer of the city and other appropriate persons. An advisory opinion shall not reveal the name of the person who made the request, if that person requested anonymity, in which case the opinion shall be written in the form of a response to an anonymity, in which case the opinion shall be written in the form of a response to an anonymous, hypothetical fact situation. A copy of the opinion shall be indexed and kept by the Ethics Commission (Board), or the Ethics Compliance Officer, to the person who requested the opinion, to the members of the Ethics Commission (Board), and to the City Secretary. The City Secretary shall make the opinion available as a public record in accordance with the Local Government Record Act. The Ethics Compliance Officer shall promptly post the opinion for a period of no less than five years on the Internet via the City of Kyle homepage.

(2) **Opinions Initiated by the Board.** On its own initiative, the Ethics Commission (Board), acting as the full board or through a designated Ethics Panel, may issue a written advisory opinion with respect to the interpretation of the ethics laws as they apply to persons other than city officials and employees of such person or persons subject to the provisions of the ethics laws. Such an opinion may not include the name of any individual who may be affected by the opinion. A copy of any such opinion shall be indexed and kept by the Ethics Commission (Board) as part of its records for a period of not less than five (5) years. In addition, copies of the opinion shall be forwarded by the chair of the Ethics Commission (Board), or his or her designate, to the Ethics Compliance Officer and to the City Secretary. The City Secretary shall make the opinion available as a public record in accordance with the Local Government Records Act. The Ethics Compliance Officer shall promptly post the opinion for a period of no less than five years on the Internet via the City of Kyle homepage.

(3) **Reliance.** If a person reasonably and in good faith acts in reliance on an advisory opinion issued by the Ethics Commission (Board), that fact may be considered by an Ethics Panel in adjudicating a complaint filed against that person, but does not by itself bar the finding of a violation.

(b) **Opinions Issued by the Ethics Compliance Officer.**

(1) **Requests by City Officials and Employees.**

(A) By writing filed with the Office of the City Attorney, any city official or employee may request an advisory opinion with respect to whether proposed action by that person would violate the ethics laws.

(B) Within thirty (30) days of receipt of the request by the Officer of

the City Attorney, the Ethics Compliance Officer shall issue a written advisory opinion. The advisory opinion shall not reveal the name of the person who made the request, if that person requested anonymity, in which case the opinion shall be written in the form of a response to an anonymous, hypothetical fact situation. Copies of the opinion shall be forwarded by the Ethics Compliance Officer to the members of the Ethics Commission (Board), to the person who requested the opinion, and to the City Secretary, and promptly posted by the Ethics Compliance Officer for a period of no less than five years on the Internet via the City of Kyle homepage. The City Secretary shall make the opinion available as a public record in accordance with the Local Government Records Act.

(2) **Reliance.**

- (A) A person who reasonably and in good faith acts in accordance with an advisory opinion issued by the Ethics Compliance Officer may not be found to have violated the ethics laws by engaging in conduct approved in the advisory opinion, provided that:
- (i) he or she requested the issuance of the opinion;
  - (ii) the request for an opinion fairly and
  - (iii) less than five years elapsed between the date the opinion was issued and the date of the conduct in question.

**SECTION 11. ANNUAL REPORT**

The Ethics Commission (Board) shall prepare and submit an annual report to the Mayor and City Council detailing the activities of the Board during the prior year. The format for the report shall be designed to maximize public and private understanding to the Board's operations, and shall include a summary of the content of ethics opinions issued by the Board and a listing of current city lobbyists based on information gathered by the Board from records on file with the City Secretary. The report may recommend changes to the text or administration of this code of ethics. The Ethics Compliance Officer of the city shall take reasonable steps to endure wide dissemination and availability of the annual report of the Ethics Commission (Board).

**SECTION 12. PUBLIC RECORDS AND OPEN MEETINGS**

Papers, records and evidence relating to an alleged violation or complaint pursuant to this Code of Ethics shall be and become public records as provided in Part G, Section 4, above. Meetings of the Commission shall be open to the public, except as provided in Part G, Section 4, above. However, information that is included in any such records that is made confidential and privileged by federal or state law shall be deleted from any such records before being made available to the public. The Commission may also convene into executive session for the purpose of hearing that part of any testimony or evidence that will include information made private, confidential or privileged information by federal or state law.

**PART H. ENFORCEMENT MECHANISMS**

This Code of Ethics has been enacted to further the purposes stated in Part A, Section 1, and to protect the City and the public from losses or increased costs incurred by the City that could result

from violation of the standards provided in this Code of Ethics. It is the intent of the City Council that this legislative enactment can and should be recognized by the courts as a proper basis for a civil cause of action by the City for damages or injunctive relief based upon a violation its provisions, and that such form of redress should be available in addition to any or penalty or remedy contained in this Code of Ethics or any other law. This Code of Ethics does not, however, create any claim or cause of action for or on behalf of any person, private party or legal entity other than the City. This Code of Ethics shall not be interpreted or construed as granting any cause of action to any third party, or the City waiving the defenses of sovereign immunity, qualified governmental immunity, or any other defense available to the City at law or in equity. In addition to other remedies provided by law, the following remedies are available with respect to violation of this code of ethics:

#### **SECTION 1. DISCIPLINARY ACTION**

City officials and employees who engage in conduct that violates this code may be notified, warned, reprimanded, suspended, or removed from office or employment by the appointing authority, or by a person or body authorized by law to impose such remedies. Disciplinary action under this Section may be imposed in addition to any other penalty or remedy contained in this code of ethics or any other law. If a violation is an elected official and the applicable facts warrant consideration of removal the City Council may order recall election for such an official.

#### **SECTION 2. DAMAGES AND INJUNCTIVE RELIEF**

This code of ethics has been enacted not only to further the purposes stated in Section 1 of Part A (Statement of Purpose), but to protect the City and any other person from any losses or increased costs incurred by the City or other person as a result of the violation of these provisions. It is the intent of the City that this legislative enactment can and should be recognized by a court as a proper basis for a civil cause of action for damages or injunctive relief based upon a violation of its provisions, and that such forms of redress should be available in addition to any other penalty or remedy contained in this code of ethics or any other law.

#### **SECTION 3. CIVIL FINE**

Any person, whether or not an official or employee of the city, who violates any provision of this code of ethics is (Financial Disclosure) for which any required statement has not been filed, or for which a statement on file is incorrect, misleading, or incomplete, constitutes a separate offense.

#### **SECTION 4. PROSECUTION FOR PERJURY**

Any Person who files a false sworn statement under Part F (Financial Disclosure) or Part G (Ethics Commission (Board) is subject to criminal prosecution for perjury under the laws of the State of Texas.

#### **SECTION 5. VOIDING OR RATIFICATION OF CONTRACT**

If an Ethics Panel finds that there has been a violation of any provision in Section 1 through 9 of Part B (Present City Officials and Employees), Section 1 or 2 of Part C (Former City Officials and Employees), the City Council must vote on whether to ratify or void the contract. Such action shall

not affect the imposition of any penalty or remedy contained in this code of ethics or any other law.

#### **SECTION 6. DISQUALIFICATION FROM CONTRACTING**

- (a) Any person (including business entities and non-profit entities) who intentionally or knowingly violates any provision of Part D (Persons Doing Business with the City) may be prohibited by the City Council from entering into any contract with the city for a period not to exceed three (3) years.
- (b) It is a violation of this code of ethics:
  - (1) for a person debarred from entering into a contract with the city to enter, or attempt to enter, into a contract with the city during the period of disqualification from contracting; or
  - (2) for a city official or employee to knowingly assist a violation of Subsection (b)(1) of this rule.
- (c) Nothing in this section shall be construed to prohibit any person from receiving a service or benefit, or from using a facility, which is generally available to the public, according to the same terms.
- (d) A business entity or nonprofit entity may be disqualified from contract based on the conduct of an employee or agent, if the conduct occurred within the scope of the employment agency.

#### **SECTION 7. FAILURE TO REPORT AND PENALTY**

Any City official or employee who has knowledge that a violation of the Ethics Code has been committed and intentionally fails to report such violation as provided in Part B, Section 12 of this Code (Persons Required to Report; Time to Report) is subject to the penalties herein.

### **PART I. ADMINISTRATIVE PROVISIONS**

#### **SECTION 1. OTHER OBLIGATIONS**

This code of ethics is cumulative of and supplemental to applicable state and federal laws and regulations. Compliance with the provisions of this code shall not excuse or relieve any persons from any obligation imposed by state or federal law regarding ethics, financial reporting, or any other issue addressed herein.

Even if a city official or employee is not prohibited from taking official action by this code of ethics, action may be prohibited by duly promulgated personnel rules, which may be more stringent.

#### **SECTION 2. DISTRIBUTION AND TRAINING**

- (a) Prior to the effective date of this code of ethics, and periodically thereafter as appropriate, the City Attorney or designated Ethics Compliance Officer shall provide information about the code to every official and employee of the city, and copies of the code shall be made readily available to city official, employees, and the public. Within thirty (30)



days after entering upon the duties of his or her position, every new official or employee shall be furnished with information about this code of ethics. The failure of any person to receive a copy of this code shall have no effect on the person's duty to comply with this code or on the enforcement of its provisions. Upon appointment to a board or commission, such official shall be provided with a copy of the Ethics Code.

- (b) The City Attorney or designated Ethics Compliance Officer, in consultation with the Ethics Commission (Board), shall develop educational materials and conduct educational programs for the officials and employees of the city on the provisions of this code of ethics, Section 12.01 thru 12.05 of the City Charter, and section 171 of the Texas Local Government Law. Such materials and programs shall be designed to maximize understanding of the obligations imposed by these ethics laws.

### **SECTION 3. SEVERABILITY**

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



CITY OF KYLE, TEXAS

(First Reading) Ordinance Amending Boards  
to include Ex Officio Membership

**Meeting Date:**  
**1/5/2016**  
**Date time:7:00 PM**

**Subject/Recommendation:** *(First Reading)* An Ordinance of the City of Kyle, Texas Amending the Membership of Boards; Providing Terms, Appointments, Qualifications for Ex Officio Members; Amending Section 53-5 Definitions of the Code of Ordinances; Providing an Effective Date; and Making Such Other Findings and Provisions Related Hereto. ~ *Diana Torres, Director Economic Development*

**Other Information:**

**Legal Notes:**

**Budget Information:**

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance	Backup Material

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

**AN ORDINANCE OF THE CITY OF KYLE, TEXAS AMENDING THE MEMBERSHIP OF BOARDS; PROVIDING TERMS, APPOINTMENTS, QUALIFICATIONS FOR EX OFFICIO MEMBERS; AMENDING SECTION 53-5 DEFINITIONS OF THE CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE; AND MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED HERETO.**

**WHEREAS**, the City Council of the city of Kyle adopted Ordinance No. 852 on June 2, 2015 to establish boards to promote efficient governmental operations and involvement of citizens in community issues; and

**WHEREAS**, in accordance with City Charter Section 4.03 (f), the City Council has the authority to provide for boards and commissions as “deemed necessary” by the City Council; and

**WHEREAS**, the City Council now deems necessary the establishment of ex officio members to some boards to promote involvement of additional citizens for input on community issues;

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

**Section 1. Finding 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. Incorporation.** The following sections are hereby considered additions to the previously approved Board Ordinance, No. 852, adopted by the City Council on June 2, 2015, and all provision of Ordinance No. 852 shall remain in effect.

**Section 3. Definitions.** The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section except where the context clearly indicates a different meaning. The term "herein" means a reference included in this chapter. Any definition not expressly prescribed herein shall, until such time as defined by ordinance, be construed in accordance with customary usage in municipal planning and engineering practices.

*Ex officio member* means a non-voting member who is appointed by the City Council to a board at the recommendation of that board.

**Section 4. Membership; Quorum.** The board shall recommend for appointment no more than four (4) persons as ex officio members to serve on a board. Ex officio members shall not count toward the establishment of a quorum for that board. Ex-officio members may participate in any discussion that occurs in Open Session of the board meeting and may attend any Executive Session held by the board. Ex-officio members shall be required to keep information from Executive Session confidential in accordance with the City’s Ethics Ordinance.

**Section 5. Term of Appointment.** A person appointed as an ex officio member to a board shall serve one term of two years and may be reappointed. These positions are not mandatory for replacement upon expiration.

**Section 6. Appointment.** Upon the recommendation of the board, the City Council may vote to appoint ex officio members to any board created and authorized by the City Council under this ordinance. No ex officio shall be appointed to a board except by a majority vote of the City Council. Ex officio members may be removed from a Board by a majority vote of the City Council, with or without cause. In no case shall ex officio members have voting privileges. All other ex officio member duties, terms, and qualifications will be identified by each board and ratified by City Council resolution.

**Section 6. Qualifications.** An individual shall not be eligible for appointment to a board unless the individual meets the following qualifications on the day prior to the date of appointment: (1) be at least eighteen years of age; (2) be a citizen of the United States; (3) be a qualified voter of Hays County or contiguous counties; (4) have been a resident of the State of Texas and the city or Hays County or contiguous county for at least twelve consecutive months or own or employed in a business in the community; and (5) not be delinquent on any indebtedness to the city. An appointee may not be a city employee. Council may remove any member if any appointee ceases to possess any of these qualifications.

**Section 8. 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 9. Effective Date.** This ordinance shall be effective from and after its approval and passage in accordance with the Texas Local Government Code and the city charter.

**Section 10. Open Meetings.** That 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, Gov't. Code.

PASSED AND APPROVED on First Reading this \_\_\_\_ day of \_\_\_\_\_, 2016.

PASSED AND ADOPTED on Second Reading this \_\_\_\_ day of \_\_\_\_\_, 2016.

THE CITY OF KYLE, TEXAS

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

**ATTEST:**

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



CITY OF KYLE, TEXAS  
ED&T Ex Officio Resolution

**Meeting Date:**  
**1/5/2016**  
**Date time:7:00 PM**

**Subject/Recommendation:** A Resolution of the City Council of the City of Kyle, Texas Ratifying Ex Officio Membership for the Economic Development & Tourism Board; Providing for an Effective Date. ~ *Diana Torres, Director Economic Development*

**Other Information:**

**Legal Notes:**

**Budget Information:**

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution	Backup Material



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE,  
TEXAS RATIFYING EX OFFICIO MEMBERSHIP FOR THE ECONOMIC  
DEVELOPMENT & TOURISM BOARD; PROVIDING FOR AN  
EFFECTIVE DATE**

**WHEREAS**, the City Council of the city of Kyle adopted Ordinance No. 853 on June 2, 2015 to establish the Economic Development and Tourism Board to promote economic vitality of the city; and

**WHEREAS**, in accordance with Ordinance No. \_\_\_\_, a board may establish ex officio membership duties, terms, and qualifications to be ratified by the city council; and

**WHEREAS**, the City Council now deems necessary the establishment of ex officio members to some boards to promote involvement of additional citizens for input on community issues;

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

1. The Economic Development and Tourism Board hereby establishes four (4) ex officio members as follows:
  - Greater San Marcos Partnership President – One (1) Place
  - Kyle Area Chamber of Commerce CEO – One (1) Place
  - City of Kyle Resident – Two (2) Places
2. The City Council ratifies the establishment of the aforementioned ex officio positions as recommended by the Economic Development and Tourism Board.
3. This Resolution shall be effective immediately upon passage by the City Council.

PASSED AND ADOPTED this January \_\_\_\_, 2016.

THE CITY OF KYLE, TEXAS

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

ATTEST:

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



CITY OF KYLE, TEXAS

Appointments to Economic Development &  
Tourism Board Ex-Officios and Citizen  
Members

**Meeting Date:**  
**1/5/2016**  
**Date time:7:00 PM**

**Subject/Recommendation:** Appointment of two (2) Ex-officios and two (2) Citizen Members to the Economic Development and Tourism Board. ~ *Brian Ziegler, Economic Development & Tourism Board Chairman*

- Adriana Cruz, Greater San Marcos Partnership President
- Julie Snyder, Kyle Area Chamber of Commerce CEO
- Jim Hough, Kyle Resident
- Jo Fenety, Kyle Resident

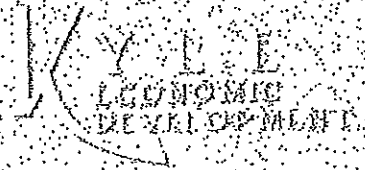
**Other Information:**

**Legal Notes:**

**Budget Information:**

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Citizen Applications	Backup Material
<input type="checkbox"/> Memo regarding ExOfficio and Citizen positions	Cover Memo



# Member Application

Date

07/11/2015

Name

James E. Hough

Business Name

Street Address

346 Spring Dr

Position/Title

City

Kylwe

State

TX

Zip Code

78640

Phone Number

512/504-3388

Email Address

Jhough5@austin.rr.com

What is your preferred method of contact?

Phone

Briefly describe your professional, education and work background.

I have been in the relocation business for 52 years. General Manager/manager for 30 of those years, and all the management issues that goes with that. Provided the POPE with a trailer to ride on when he visited Phoenix AZ,

Briefly describe any special knowledge or experience you may have in Economic Development and/or Tourism.

Have provided different companies in the Phoenix area with relocations for them as well employees to meet there budget guidelines.

Briefly describe why you are interested in serving on the ED&T Board.

I have served on the Parks Board till my term expired. I feel I am doing something useful to help the city grow.

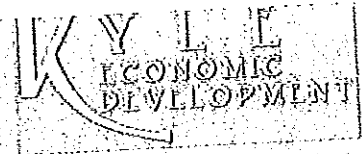
Board members operate under strict confidentiality guidelines. Are you willing to sign a Confidentiality Agreement and adhere to the guidelines?

- Yes
- No

With very few exceptions, board meetings are held at Kyle City Hall, 6:30pm on the 2nd Thursday of each month. Are you able to commit to participating in each monthly meeting?

- Yes
- No

# Economic Development & Tourism Board



## Member Application

Date

7/25/15

Name

Jo Fenety

Street Address

1668 Amberwood Loop

City

Kyle

Phone Number

863-259-0869

Business Name

Position/Title

State

TX

Zip Code

78640

Email Address

fenety@hotmail.com

What is your preferred method of contact?

Email

Briefly describe your professional, education and work background.

Professional Assistant to Senate Finance Committee Chair, State of Alaska, responsible for preparation of capital budget; drafted legislation. Leasing Manager for Anchorage and Fairbanks International Airports, responsible for contracts and competitive bids. Administrative Officer, New Capital Site Planning Commission, planning and budget over site responsibilities. Small business owner.

Briefly describe any special knowledge or experience you may have in Economic Development and/or Tourism.

Marketing, research and communication of a vision and goals are attributes I bring to the table. The ability to work as a team to attract the kinds of growth we want to see in Kyle and to bring together community interests in support as part of that team.



Briefly describe why you are interested in serving on the ED&T Board.

"The cost of doing business in Kyle is the cost of doing it well." The ED&T Board needs people who are capable of seeing the vision and who are committed to the work of seeing that Kyle grows responsibly. I am such a person who will work diligently.

Board members operate under strict confidentiality guidelines. Are you willing to sign a Confidentiality Agreement and adhere to the guidelines?

Yes

No

With very few exceptions, board meetings are held at Kyle City Hall, 6:30pm on the 2nd Thursday of each month. Are you able to commit to participating in each monthly meeting?

Yes

No

## Submission #21645

Published on City of Kyle Texas Official Website (<http://www.cityofkyle.com>)

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## Submission #21645

### Submission information

Form: Economic Development and Tourism (ED&T) Board Application

Submitted by Visitor

Friday, August 28, 2015 - 12:08

66.69.201.33

Name : Susie Council Ferrell (Sue)

Business Name: Retired--U.S.Environmental Protection Agency

Address (including city, state, and zip code): 250 Wild Buffalo Drive, Kyle, Texas 78640

Position/Title:

Phone Number: 512-262-7581

Email : Councilferrell@aol.com

Preferred method of contact: Email

Briefly describe your professional, education and work background: I retired from the USEPA after 24 years of Federal Service serving in many jobs. Did not work until our oldest daughter was ready for college. I went to work for the federal government and worked as clerk, secretary to the chief, permits clerk, administrative assistant along the way. I retired in 1992 and have done volunteer work since that time. My KUMC is first on the list--Chamber of Commerce--Rotary Club--Police Alumni Association--Ladies Aux. of the VFW to name a few. I was very happy to receive the Volunteer of the year award from the Chamber in February 2015 and in March 2015 to receive the high honor of the Community Builder Award from the Kyle Masonic Lodge--highest award they give to a non mason and they told me when start to admit women in the Mason group I will be the first lady in the door!

I graduated from high school and went to work. Had visions of working day and attending college at night. Met the man of my dreams at work and the rest is history. We were happily married for 57 years when he died.

I did take some courses while working but on the job training was the most valuable in my working career.

I am active in my community and love Kyle. I own property here and just sold my second home here a couple of years ago so I intend to stay here and keep up with Kyle and hopefully make a huge impact on the city by serving in any way I can.

Briefly describe any special knowledge or experience you may have in Economic Development and/or Tourism: I do not have any direct experience in Economic Development other than serving in "hands on" when needed. Past community club, Officer of the school PTA and the usual grade mother representative.

I have done a lot of hours of Volunteer work here in Kyle and do so to keep in touch and seldom miss a City Council meeting!

Briefly describe why you are interested in serving on the ED&T Board: I want to see our city grow and grow in the right direction bringing new business to our city and preserving the ones we have now. We are headed in the right direction and I would like to be a part in continuing to do a good job in this area.

Are you willing to sign a Confidentiality Agreement and adhere to it?: Yes  
Are you able to commit to participating in monthly meetings?: Yes

Source URL (retrieved on 2015-10-08 13:47): <http://www.cityofkyle.com/node/13159/submission/21645>

## Submission #20557

Published on City of Kyle Texas Official Website (<http://www.cityofkyle.com>)

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## Submission #20557

### Submission Information

Form: Economic Development and Tourism (ED&T) Board Application

Submitted by Visitor

Monday, July 13, 2015 - 16:38

204.64.62.132

Name : LaQuana Price

Business Name:

Address (including city, state, and zip code): 2500 High Rd, Kyle, TX 78640

Position/Title: Implementation Project Manager

Phone Number: 5129658314

Email : [mrsprice616@hotmail.com](mailto:mrsprice616@hotmail.com)

Preferred method of contact: Email

Briefly describe your professional, education and work background: I have been employed in the public sector for eight years with the Office of the Attorney General (OAG). I started my career with the OAG as a child support officer before promoting to an investigator position. Currently, I am an implementation project manager responsible for management and oversight of OAG field operations contracts, which requires me to work simultaneously with internal customers (IT Department, Procurement, and Contract Management teams) and external customers such as vendors.

With regards to my education, I earned my Bachelor of Arts (English/Spanish) from the University of Texas at Arlington in 2004. Most recently, I earned my Master of Science in Project Management (MSPM) from St. Edward's University in December 2004.

Briefly describe any special knowledge or experience you may have in Economic Development and/or Tourism: I do not have any formal experience in Economic Development or Tourism; however, I recognize the importance of the ED&T Board for the City of Kyle. I understand that due to the rapid growth in our city it is necessary for us as citizens to assess the potential population influx risks--both good and bad--and determine the best mitigation strategies that will allow us to capitalize efficiently and effectively.

Briefly describe why you are interested in serving on the ED&T Board: I am interested in serving on the ED&T Board in an effort to be more proactive in the community. Furthermore, I like learning new things and I believe my role as a project manager will provide a new perspective on affecting growth in Kyle.

Are you willing to sign a Confidentiality Agreement and adhere to it?: Yes

Are you able to commit to participating in monthly meetings?: Yes

Source URL (retrieved on 2015-10-08 13:48): <http://www.cityofkyle.com/node/13159/submission/20557>

## Committee Application

Online committee application <webmaster@cityofkyle.com>

Thu 7/16/2015 12:42 PM

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

Submitted on Thursday, July 16, 2015 - 12:41  
Submitted by anonymous user: [66.69.210.176]  
Submitted values are:

Name: Cynthia Bentley  
Address: 350 Paddington Drive  
E-Mail: mscynt10@aol.com  
Best Phone Number to Reach You: 5043308999  
Sub Division: Kensington Trails  
Committees you are interested in:  
Economic Development  
Parks and Parkway  
Library

Train Depot

Professional, Education and Work Background:  
2000-2012..WFD Sub Regional Manager, Louisiana Workforce Commission  
1995-2000..WFD Manager 3  
2000-1995..WFD Supervisor  
1980-2000..WFD Officer  
Attended Southern University @ New Orleans..Business Admin. 3 years

Previous or Current Community/Committee Involvements:

I was on the Public Works Board for Kyle  
Represented Louisiana Workforce Commission/Louisiana Department of Labor on various Boards concerning Economic Development, WARN notices and training  
Lt. Gov. Div 4A LAMISSTENN...Kiwanis International  
President, Kiwanis Club of Pontchartrain  
Vice Price President, Kiwanis Club of Pontchartrain  
Secretary, Kiwanis Club of Pontchartrain  
Board of Directors, Kiwanis Club of Pontchartrain  
Board of Directors, Construction Workers in New Orleans, LA  
Special Knowledge or Experience: Over 30 years' experience in workforce development and staff management with progressively increasing Human Resources responsibilities involving hands-on employee supervision and coaching, manpower planning, and direct coverage of HR functions. Ensured program compliance with federal/state labor laws including OSHA, ADA, FSLA, UI and Workers'Comp. Conducted screening, interviewing and directed hiring activities for Business and Career Solutions Centers in 8 parishes. Managed Employee Assistance program and all ADA accommodation request from Center staff and customers using the Career Solutions Center. Worked with

Item # 16

Presidents, CEO, Human Resources Directors/Manager with job placement, UI tax issues, UI Claims issues, etc. Also worked with Delgado Community College Workforce Commission Department to design programs for classroom training on job ready skills especially soft skills.

How long have you been a Kyle resident? 2.5 years

Today's Date: 2015-07-16

Other Comments:



## City of Kyle Texas Website submission: Economic Development and Tourism (ED&T) Board Application

City of Kyle Texas <webmaster@cityofkyle.com>

Tue 8/25/2015 9:34 PM

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

Submitted on Tuesday, August 25, 2015 - 21:32

Submitted by anonymous user: [70.112.108.218]

Submitted values are:

Name : Stanley See

Business Name:

Address (including city, state, and zip code): 136 REI tang loop, Kyle, Tx  
78640

Position/Title: public health security officer

Phone Number: 512-769-7347

Email : stanesees@gmail.com

Preferred method of contact: Phone

Briefly describe your professional, education and work background:  
I have a Bachelor of Science degree from Morninside College in Sioux City, Ia; certified trainer from Langevin Training Institute in Dallas, Texas; certification in privacy and security for health information systems from Texas State University.

I have achieved the Distiguished Toastmasters achievement with Toastmasters International and appointed by the board of directors to serve as a Regional Adviser with jurisdiction over Texas, New Mexico, Oklahoma, Kansas and part of Missouri.

I write privacy and security policies for the Texas health agency, travel across the state and nationally to train on privacy and security, as well as work with the security funding from federal and state entities.

Briefly describe any special knowledge or experience you may have in Economic Development and/or Tourism:

I have lived in Kyle since 2001 and seen the growth of our community. I have served on two Kyle committees and observed the discussion from the city council and other committees. As the region adviser for Toastmasters one of my responsibilities was to meet with corporate leaders about their communications and leadership development program so I have experience with listening to business proposals, asking the right questions and sound knowledge of business opportunities.

I have served on two committees for Kyle in the past so I have experience working on a public committee as well as part of a team. Kyle board of

Item # 16

appeals/signage and the community relations committee

I have been keeping up to date with council minutes as well as what is happening in other communities around us.

I have a lot of experience in dealing with highly confidential personal information.

Briefly describe why you are interested in serving on the ED&T Board: I have the experience both as a 14 year citizen of Kyle, serving on other local government committees and other experience that I can bring. I have always been very civic minded and believe in giving back to my community.

Are you willing to sign a Confidentiality Agreement and adhere to it? Yes

Are you able to commit to participating in monthly meetings? Yes

## Submission #22279

Published on City of Kyle Texas Official Website (<http://www.cityofkyle.com>)

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## Submission #22279

### Submission Information

Form: Economic Development and Tourism (ED&T) Board Application

Submitted by Visitor

Friday, September 25, 2015 - 11:42

66.69.207.73

Name : Jesika Petruck

Business Name: Plunging Rose Investments LLC

Address (including city, state, and zip code): 133 Rummel Dr. Kyle TX 78640

Position/Title: President/ Owner

Phone Number: 6175992242

Email : [Jesika\\_Petruck@hotmail.com](mailto:Jesika_Petruck@hotmail.com)

Preferred method of contact: Email

Briefly describe your professional, education and work background: I hold multiple advanced degrees in Science (organic chemistry, analytical chemistry, naturopathic medicine, health science, etc.) and have spent nearly 20 years in the pharmaceutical industry developing novel technologies to treat unmet medical needs. I have also always had strong ties to real estate with personal and investment properties. Currently, I am focusing exclusively on my real estate business here in Texas.

Briefly describe any special knowledge or experience you may have in Economic Development and/or Tourism: I do not have any special knowledge however am a world traveler and have lived in several different countries. My nickname amongst my friends is "Julie" as in the cruise director b/c I always seem to find the fun special events and can tell you just the right place to go for any type of event. Being on a board like this is of extreme interest to me.

Briefly describe why you are interested in serving on the ED&T Board: I am new to Texas and Kyle. I've grown very fond of the area and plan to call it home for quite some time to come. I would like to positively influence the direction of our fantastic little town. I want to see it remain unique, not just an extension of either Austin or San Marcos. I'd like to have an influence on the preservation of the historical square, create new opportunities for employment, social activities for both families and singles, while preserving the safety of our quiet community.

Are you willing to sign a Confidentiality Agreement and adhere to it?: Yes

Are you able to commit to participating in monthly meetings?: Yes

Source URL (retrieved on 2015-10-08 13:48): <http://www.cityofkyle.com/node/13159/submission/22279>

# City of Kyle Texas Website submission: Economic Development and Tourism (ED&T) Board Application

City of Kyle Texas <webmaster@cityofkyle.com>

Wed 10/14/2015 11:26 PM

Inbox

To:Victoria Vargas <victoria@cityofkyle.com>;

Submitted on Wednesday, October 14, 2015 - 23:22

Submitted by anonymous user: [70.112.126.32]

Submitted values are:

Name : Derek Karnes

Business Name: City of Austin

Address (including city, state, and zip code): 1624 Breanna Lane

Position/Title: Senior Research Analyst

Phone Number: 737-932-0572

Email : dkarnes@twc.com

Preferred method of contact: Email

Briefly describe your professional, education and work background: I have a background in accounting and finance, a Master's Degree in Public Administration and several years experience working in city government as a management analyst, program coordinator, and a research analyst.

Briefly describe any special knowledge or experience you may have in Economic Development and/or Tourism: As part of my grad-school internship requirement, I assisted on an economic development project designed to turn parts of the Norton Air Force Base into a strip mall shopping center and a park.

Briefly describe why you are interested in serving on the ED&T Board: I moved to Kyle to buy a home and build a good life, and I have a strong interest in the city's development both in terms of building a robust tax base and remaining a great place to raise a family.

Are you willing to sign a Confidentiality Agreement and adhere to it? Yes

Are you able to commit to participating in monthly meetings? Yes

# MEMO

**To: City Council**

**From: Diana Torres, Director of Economic Development**

**Date: October 23, 2015**

**Re: Economic Development & Tourism (ED&T) Board Ex Officio Appointments**

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Under the direction of City Council, the ED&T Board reviewed applications for two (2) Citizen Positions and two (2) Ex-Officio positions; one reserved for the Greater San Marcos Partnership and one reserved for the Kyle Area Chamber of Commerce.

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The ED&T Board reviewed applications at their October 21, 2015 meeting and unanimously recommends to City Council to appoint the following individuals as Ex-Officios and Citizen Positions to the ED&T Board.

- Adriana Cruz, President, Greater San Marcos Partnership
- Julie Snyder, CEO, Kyle Area Chamber and Commerce
- James Hough, Citizen
- Jo Fenety, Citizen

Other applicants considered:

- Susie Ferrell
- LaQuana Price
- Cynthia Bentley
- Stanley See
- Jesika Petruck
- Derek Karnes





CITY OF KYLE, TEXAS

City Managers Report

**Meeting Date:**  
**1/5/2016**  
**Date time:7:00 PM**

**Subject/Recommendation:** Update on various capital improvement projects, road projects, building program, and/or general operational activities where no action is required. ~ *J. Scott Sellers, City Manager*

**Other Information:**

**Legal Notes:**

**Budget Information:**

ATTACHMENTS:

Description

Type

No Attachments Available



CITY OF KYLE, TEXAS  
Convene-Executive Session

**Meeting Date:**  
**1/5/2016**  
**Date time:7:00 PM**

**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.
  - Contemplated Litigation - Driskell Property
2. Property acquisitions for road bond projects. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
  - Property acquisitions for road bond projects.
3. Personnel matters pursuant to Section 551.074.
4. Economic Development negotiations pursuant to Section 551.087.

**Other Information:**

**Legal Notes:**

**Budget Information:**

ATTACHMENTS:

Description

Type

No Attachments Available



CITY OF KYLE, TEXAS

Reconvene

**Meeting Date:**  
**1/5/2016**  
**Date time:7:00 PM**

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

**Other Information:**

**Legal Notes:**

**Budget Information:**

ATTACHMENTS:

Description

Type

No Attachments Available