**City Council Special Meeting Agenda**
**Thursday, July 30, 2026 7:00 PM**
**Kyle City Hall, Council Chambers,**
**100 W. Center Street, Kyle, TX 78640**

## I. Call Meeting to Order and Roll Call

## II. Citizen Comment Period with City Council

The City Council welcomes comments from Citizens. 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 Council business, and they must observe the three-minute time limit.

## III. Consider and Possible Action

1. Receive a report, hold a discussion, and provide staff feedback regarding the peer cities for the City of Kyle.
   (Item Presenter: Julie Beggs, Director, Human Resources and Civil Service)
   Exhibit 1 - Staff Memo
   Exhibit 2 - Presentation

2. Receive a report, hold a discussion, and provide staff feedback regarding a facility use agreement with the Kyle Area Senior Zone (KASZ) for the utilization of the building located at 1500 Dacy Lane.
   (Item Presenter: Jesse Elizondo, Assistant City Manager)
   Exhibit 1 - Staff Memo
   Exhibit 2 - Presentation
   Exhibit 3 - Facility Use Agreement Draft

3. Receive a report, hold a discussion, and provide staff feedback regarding updates on the Kyle Housing Authority and the Authority's transition plan.
   (Item Presenter: Amber Schmeits, Deputy City Manager)
   Exhibit 1 - Staff Memo
   Exhibit 2 - Presentation

4. Receive a report, hold a discussion, and provide staff direction on a comprehensive history and overview of Kyle Vista Park as well as future options for the Kyle Animal Shelter.
   (Item Presenter: Jesse Elizondo, Assistant City Manager)
   Exhibit 1 - Staff Memo
   Exhibit 2 - Presentation

5. Receive a report, hold a discussion, and provide staff feedback regarding a Feasibility Analysis and Options for implementing an Annual Utility Reservation Fee.
   (Item Presenter: Mike Murphy, Director of Water Utilities)
   Exhibit 1 - Staff Memo

Exhibit 2 - Presentation

6. Receive a report, hold a discussion, and provide staff feedback regarding the Kyle Mobility Plan.
(Item Presenter: Leon Barba, P.E., City Engineer)
Exhibit 1 - Staff Memo
Exhibit 2 - Presentation

## IV. Adjourn

One or more members of the board may participate in the meeting by videoconference pursuant to Section 551.127, Texas Government Code, provided that a quorum of the board will be present at Kyle City Hall.
Posted this 24th day of July, 2026, prior to 5:00 p.m.

*At any time during the City Council meeting, the City Council may elect to go into an Executive Session to discuss any item on the agenda for which state law authorizes an Executive Session to be held. If the City Council elects to go into an Executive Session regarding an agenda item, the presiding officer will first announce the section of the law authorizing a closed meeting. The description of an item in Executive Sessions constitutes the written interpretation by the City Attorney of Chapter 551 of the Texas Government Code and the legal opinion of the City Attorney that said item may be discussed in a closed meeting.*

Under the Americans with Disabilities Act, an individual with a disability must have equal opportunity for effective communication and participation in public meetings. Kyle City Hall is wheelchair accessible. Individuals who require auxiliary aids, interpretive services, and/or other services for this meeting should submit a request at https://forms.cityofkyle.gov/Public-Meetings-ADA-Accommodation-Request-Form or call (512) 262-1010, 48 hours in advance of the meeting.

**Council Contact Information**

| | |
|---|---|
| Mayor Yvonne Flores-Cale | YCale@cityofkyle.com |
| Mayor Pro Tem Michael Tobias | MTobias@cityofkyle.com |
| Council Member Courtney Goza | CGoza@cityofkyle.com |
| Council Member Melisa Medina | MMedina@cityofkyle.com |
| Council Member Claudia Zapata | CZapata@cityofkyle.com |
| Council Member Dr. Lauralee Harris | LHarris@cityofkyle.com |
| Council Member Marc McKinney | MMcKinney@cityofkyle.com |


# City Council Special Meeting

**DEPARTMENT:** Human Resources Department

**FROM:** Julie Beggs, Director

**MEETING:** July 30, 2026

## SUBJECT:

Receive a report, hold a discussion, and provide staff feedback regarding the peer cities for the City of Kyle.

## SUMMARY:

At its June 16 meeting, the council directed the Interim City Manager to review and update Kyle's ten peer cities. Staff reviewed regional cities to determine which would be most comparable to the city of Kyle.

The current peer cities include Austin, Buda, Cedar Park, Georgetown, Leander, New Braunfels, Pflugerville, Round Rock, San Antonio, and San Marcos.

An internal team representing Economic Development, Communications, and Human Resources reviewed twenty peer cities comparing population, growth and development, budget and operations, business attraction and investment, median income, and municipal workforce.

Staff collaborated with other internal stakeholders and based on research recommend the following cities as peer cities for the City of Kyle:

- **Georgetown**
- **Leander**
- **New Braunfels**
- **Pflugerville**
- **San Marcos**

## OPTIONS:

1. Provide staff feedback and direction on the recommended peer cities.
2. Modify the recommendations or ask staff to consider additional criteria for comparison.

## PRIOR ACTION/INPUT (Council, Boards, Citizens):

- At the June 16, 2026, meeting, the council directed the Interim City Manager to review Kyle's ten peer city.

## FISCAL IMPACT:

| | | |
|---|---|---|
| 1. City Department: | Human Resources and Civil Service | |
| 2. Project Name: | Peer Cities for the City of Kyle | |
| 3. Budget/Accounting Code(s): | | |
| 4. Funding Type: | | |
| 5. Funding Source: | | |
| 6. Current Appropriation: | $ | - |
| 7. Unencumbered Available Balance: | $ | - |
| 8. Amount of This Action: | $ | - |
| 9. Unencumbered Balance Remaining: | $ | - |

10. Special Note/Comment:

This item is to receive a report, hold a discussion, and provide staff feedback regarding the peer cities for the City of Kyle. There is no fiscal impact associated with this item.

| | | |
|---|---|---|
| 11. Prepared & Verified By: | Angel Avila, Budget Analyst | 7/22/2026 |
| 12. Reviewed & Approved By: | Dillon Saunderson, Budget Manager | 7/22/2026 |

## STAFF CONTACT:

Name: Julie Beggs
Title: Director, Human Resources and Civil Service
Email: JBeggs@cityofkyle.com
Phone: 737-471-3265

# Peer Cities 2026

Presented by Alison Kelly, Victoria Vargas, and Julie Beggs

July 30, 2026

# History

- On June 4, 2024 ten Cities were Identified as Candidates as Peer Cities and include:
  - Austin
  - Buda
  - Cedar Park
  - Georgetown
  - Leander
  - New Braunfels
  - Pflugerville
  - Round Rock
  - San Antonio
  - San Marcos
- The Kyle City Council discussed updating peer cities at its June 16, 2026, meeting.

# Research and Review

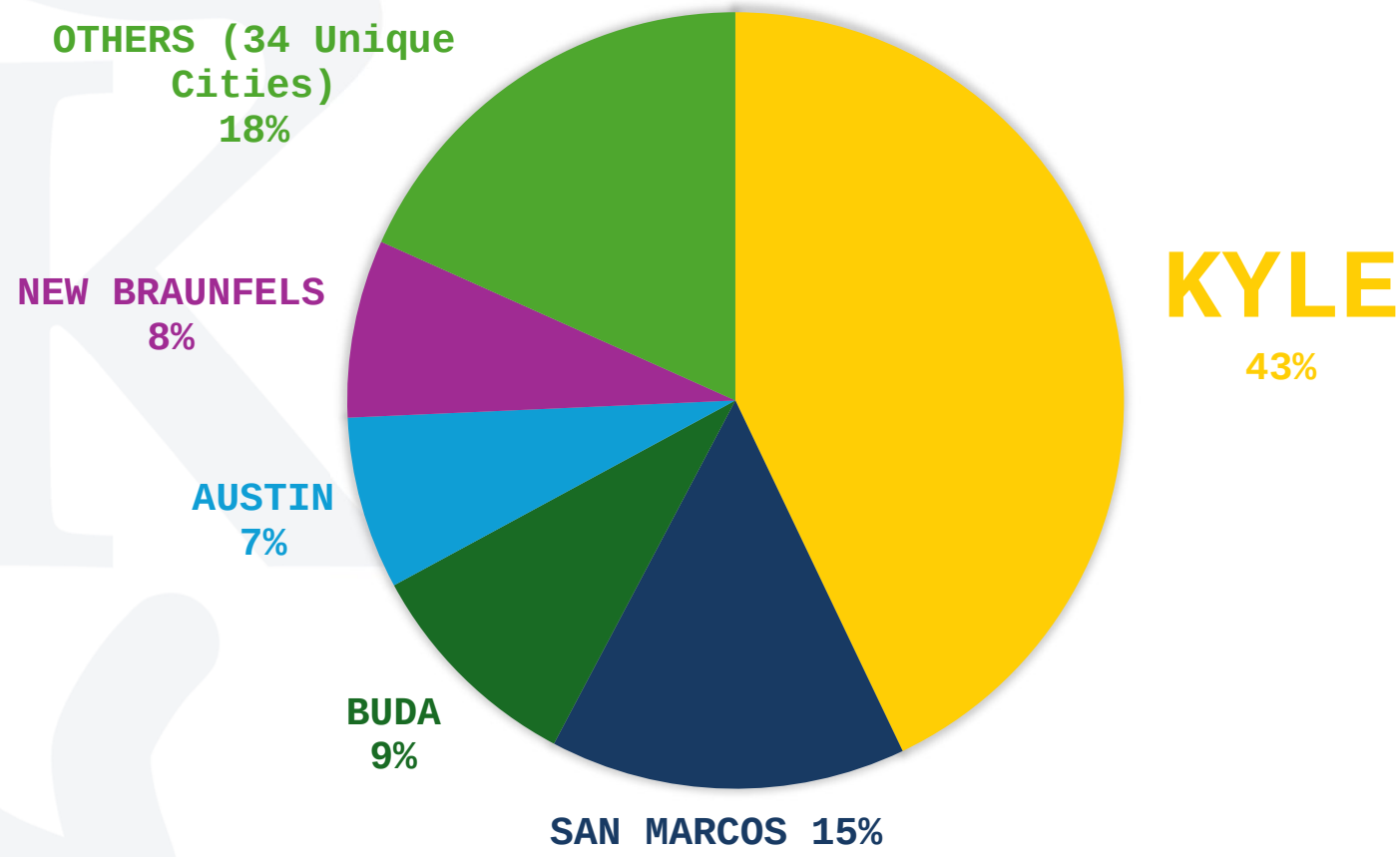
- An internal team representing Economic Development, Communications, and Human Resources reviewed peer cities comparing population, growth and development, budget and operations, business attraction and investment, median income, and municipal workforce.
- This review included the following cities
  - Austin
  - Bastrop
  - Buda
  - Cedar Park
  - Dripping Springs
  - Elgin
  - Georgetown
  - Hutto
  - Leander
  - Lockhart
  - Luling
  - Manor
  - New Braunfels
  - Pflugerville
  - Round Rock
  - San Antonio
  - San Marcos
  - Seguin
  - Taylor
  - Wimberley

# Initial Findings

- All of the cities fall into three bands:
  - Core major metros (Austin, San Antonio)
  - Large/high-growth suburbs (Kyle, Round Rock, Cedar Park, Georgetown, Leander, etc.)
  - Small towns / rural growth markets (Wimberley, Luling, Elgin, Taylor, etc.)

- Bottom-Line Interpretation
  - The region is experiencing suburban-driven expansion, not core-city growth
  - Wealth is concentrated in western and northern suburbs
  - Growth pressure is strongest in mid-sized cities, where staffing and infrastructure often lag population growth

# WHERE WE LIVE



# Initial Recommendations

- Ten cities may be too many comparables for our city
  - TML uses four when comparing to Kyle, Texas
  - Compares performance and liability

- To support benchmarking and analysis, staff grouped the 20 comparable cities into three categories:
  - Recruitment, Jobs, and Compensation
  - Organizational, Financial, and Operational Analysis
  - Business Attraction and Investment

# Considerations: Employee Impact

- Recruitment, Jobs, and Compensation
  - Based on similar patterns/data, staff recommend the following when comparing for employee and recruitment matters:
    - Georgetown
    - Leander
    - New Braunfels
    - Pflugerville
    - San Marcos
  - These cities closely resemble Kyle in terms of number of employees, compensation, benefits, key performance indicators (KPI's), organizational complexity and structure, and staffing ratios.

# Considerations: Finance & Operations

- Organizational, Financial, and Operational Analysis
  - Based on similar patterns/data, staff recommend the following when comparing population, general fund, total operating budget, growth, infrastructure demands, and capital improvement needs:
    - Georgetown
    - Leander
    - New Braunfels
    - Pflugerville
    - San Marcos
  - These cities closely resemble Kyle in terms of growth pressures, infrastructure demands, utility operations, budget scale, and service delivery expectations.

# Considerations: Business Investment

- Business Attraction and Investment
  - Based on similar growth projections, economic development benchmarking based on similar growth patterns, regional competition, and business attraction efforts:
    - Georgetown
    - Leander
    - New Braunfels
    - Pflugerville
    - San Marcos
  - These communities compete with Kyle for advanced manufacturing, office and corporate investment, healthcare, mixed-use development, retail and restaurant recruitment, and workforce talent.

# Kyle

- Population is about 65K
- Median Household Income ~$85K+
- Hyper-growth corridor
- Fast population expansion
- Competitive Employer
- Approved FTE's for current fiscal year (~470)
- Desirable location for families and retirees
- Annual estimated budget: $600M
- Rapid growth, utility operations, I-35 corridor development pressures



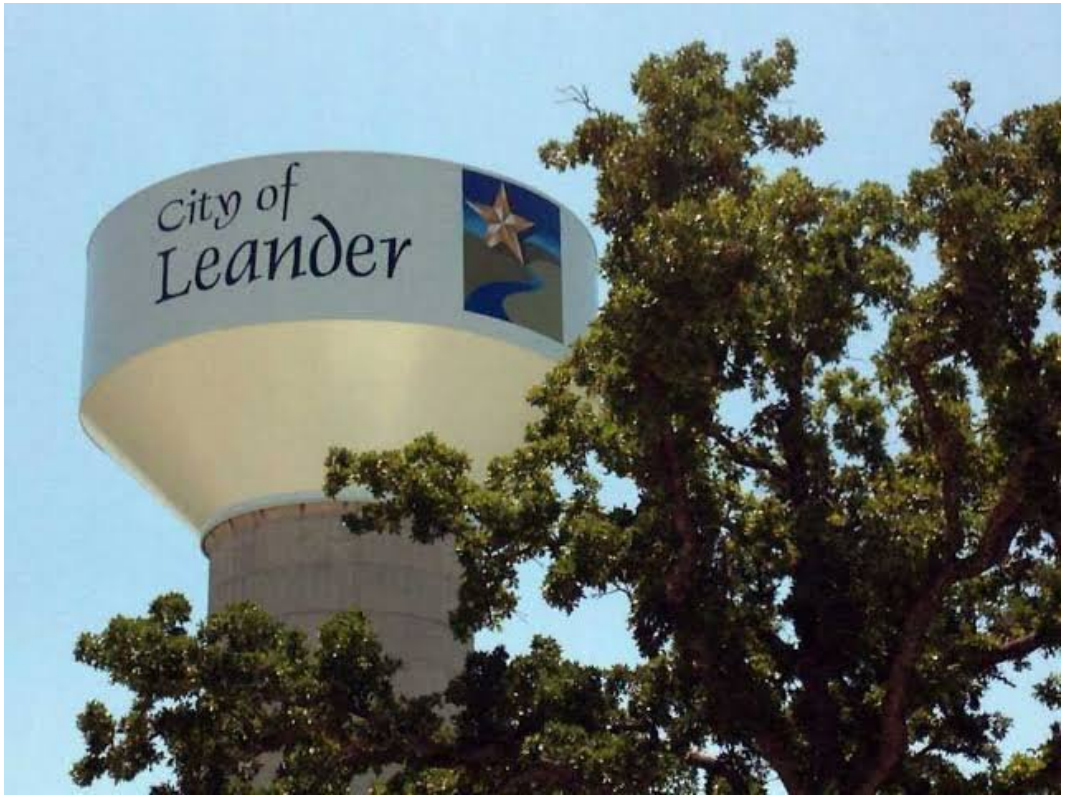
# Georgetown

- Population is about 100K
- Median Household Income ~$95K+
- Hyper-growth corridor
- Fast population expansion
- Competitive Employer
- Larger workforce numbers than Kyle (~985)
- Annual estimated budget: $733M
- High-growth community with expanding infrastructure needs



# Leander

- Population is about 85K
- Median Household Income ~$100K+
- Hyper-growth corridor
- Fast population expansion
- Competitive Employer
- Similar workforce numbers to Kyle (~500)
- Desirable location for families and retirees
- Annual estimated budget: $312M
- Similar suburban growth and capital investment demands



# New Braunfels

- Population is about 115K
- Median Household Income ~$85K+
- Hyper-growth corridor
- Fast population expansion
- Competitive Employer
- Larger workforce numbers than Kyle (~900)
- Annual estimated budget: $382M
- Rapid growth, utility operations, I-35 corridor development pressures



# Pflugerville

- Population is about 65K
- Median Household Income ~$95K+
- Hyper-growth corridor
- Fastest population expansion
- Competitive Employer
- Similar workforce numbers to Kyle (~350)
- Annual estimated budget: $783M
- Comparable utility operations and development activity



# San Marcos

- Population is about 100K
- Median Household Income ~$55K+ (college effect
- Hyper-growth corridor
- Fast population expansion
- Competitive Employer
- Larger workforce numbers than Kyle (~750)
- Annual estimated budget: $370M
- Regional labor market and utility service similarities



# Feedback and Next Steps

- These cities are recommended for:
  - Compensation studies & staffing comparisons
  - Financial benchmarking & budget analysis
  - Organizational assessments
  - Business investment & attraction
- Cities include Georgetown, Leander, New Braunfels, Pflugerville & San Marcos
- Would Council like to have secondary cities as needed to include Buda, Austin and/or Round Rock, or others?
- Next Steps
  - Kyle City Council to vote on the five cities as presented at its August 4 meeting, including modifications to the list




# Thank you!

**Council Contact Information**

| | |
|---|---|
| Mayor Yvonne Flores-Cale | YCale@cityofkyle.com |
| Mayor Pro Tem Michael Tobias | MTobias@cityofkyle.com |
| Council Member Courtney Goza | CGoza@cityofkyle.com |
| Council Member Melisa Medina | MMedina@cityofkyle.com |
| Council Member Claudia Zapata | CZapata@cityofkyle.com |
| Council Member Dr. Lauralee Harris | LHarris@cityofkyle.com |
| Council Member Marc McKinney | MMcKinney@cityofkyle.com |


# City Council Special Meeting

**DEPARTMENT:** Parks and Recreation

**FROM:** Jesse Elizondo, Assistant City Manager

**MEETING:** July 30, 2026

## SUBJECT:

Receive a report, hold a discussion, and provide staff feedback regarding a facility use agreement with the Kyle Area Senior Zone (KASZ) for the utilization of the building located at 1500 Dacy Lane.

## SUMMARY:

As the Parks and Recreation department prepares to open and operate the new building located at 1500 Dacy Lane in partnership with the Kyle Area Senior Zone (KASZ), there is need to replace the current agreement with KASZ which pertains to the Krug Activity Center with a new facility use agreement pertinent to the new building. The Parks and Recreation department has worked with KASZ leadership to prepare the red line draft of the facility use agreement. Staff is seeking City Council feedback on the draft facility use agreement. The agreement will return for approval at a future City Council meeting.

## OPTIONS:

Staff is seeking City Council feedback.

## RECOMMENDATION:

N/A

## PRIOR ACTION/INPUT (Council, Boards, Citizens):

N/A

## PURCHASING ITEMS:

N/A

## FISCAL IMPACT:

| | | |
|---|---|---|
| 1. City Department: | Parks and Recreation Administration | |
| 2. Project Name: | Kyle Area Senior Zone (KASZ) | |
| 3. Budget/Accounting Code(s): | | |
| 4. Funding Type: | | |
| 5. Funding Source: | | |
| 6. Current Appropriation: | $ - | |
| 7. Unencumbered Available Balance: | $ - | |
| 8. Amount of This Action: | $ - | |
| 9. Unencumbered Balance Remaining: | $ - | |

10. Special Note/Comment:

This item is to receive a report, hold a discussion, and provide staff feedback regarding a facility use agreement with the Kyle Area Senior Zone (KASZ) for the utilization of the building located at 1500 Dacy Lane. There is no fiscal impact associated with this item at this time.

| | | |
|---|---|---|
| 11. Prepared & Verified By: | Angel Avila, Budget Analyst | 7/20/2026 |
| 12. Reviewed & Approved By: | Dillon Saunderson, Budget Manager | 7/20/2026 |

## STAFF CONTACT:

Name: Jesse Elizondo
Title: Assistant City Manager
Email: jelizondo@cityofkyle.com
Phone: 512-992-5501

# Facility Use Agreement with Kyle Area Senior Zone (KASZ) at 1500 Dacy Lane

City Council Special Meeting - July 30, 2026

# Overview

1. Background
2. Agreement Overview
3. Key Highlights
4. Key Benefits
5. Next Steps
6. Questions/Feedback

# Background

- 1500 Dacy Lane Senior Community Center is nearing completion
- Previous agreement with KASZ (April 2007) needs updating
- Establish partnership with KASZ in 1500 Dacy Lane
- Define operational and programmatic responsibilities
- Completion before opening to continue and enhance senior programming

# Agreement Overview

## Partnership

- Allows for continued and enhanced City partnership with KASZ
- Supports Senior programming at the new greatly enhanced facility
- Clearly defines shared use of the facility between KASZ and City

## Operations

- City maintains the building
- City oversees scheduling and facility operations
- KASZ has priority scheduling and manages its own programming

## Accountability

- Better defined responsibilities (lessons learned from first agreement)
- Clearly establishes insurance and liability provisions
- Includes annual review and renewal provisions

# Key Highlights & Benefits

Enhancements from Previous Agreement

- KASZ clearly defined priority scheduling for senior programming
- The City retains ownership and operational oversight of facility
- The City maintains the building, utilities, custodial services, and operations
- KASZ continues managing its own programs and activities (enhanced space)
- Shared scheduling provides more opportunities for City programming or use when available
- Monthly coordination meetings will support ongoing communication and efficient operations.

Benefits

- Ongoing partnership will enhance City programming and activities across Kyle
- Agreement provides clear direction before opening facility
- Supports expanded senior programming and city programming
- Maximizes public use of the Community Center through coordinated scheduling

# Next Steps

- **July 30** – Receive City Council feedback and incorporate into agreement.

- **Bring back** agreement at a future meeting (Aug/Sept) for formal approval.

# Questions/Feedback

# Partnership and Facility Use Agreement
# City Facility at 1500 Dacy Lane
# City of Kyle and Kyle Area Senior Zone

This Partnership and Facility Use Agreement (the "Agreement") is entered into by and between the Kyle Area Senior Zone, a Texas nonprofit corporation (hereinafter referred to as "KASZ"), and the City of Kyle, Hays County, Texas, (hereinafter referred to as "the City") by and through its Mayor and its Interim City Manager, acting through its duly authorized representatives, for the use and occupation of certain real property owned by the City, located at 1500 Dacy Lane, Kyle, TX 78640.

Whereas, KASZ is a non-profit organization whose primary mission is to provide support and encouragement to advance quality of life and general welfare for senior and disabled citizens by, amongst other things, collaborating with government agencies, elected officials, social and civic organizations, businesses and other entities to meet its mission; and

Whereas, the City is a local government organization, empowered by its taxpayers to work at improving the quality of life for its citizens and the Parties wish to enter into this agreement to facilitate the continuation of KASZ's programming to accomplish its mission; and

Whereas, this Agreement is subject to Section 11.12 of the City Charter and does not authorize KASZ to manage or operate the Property outside of the supervision of the City.

NOW, THEREFORE, for and in consideration of the covenants, conditions and undertakings hereinafter described, and the benefits to accrue to the Parties, the Parties' contract, covenant and agree as follows:

**I. Facility Usage**

a. Subject to the terms of this Agreement, The City grants to KASZ the right to use the building/property at 1500 Dacy Lane (the "Property" or "Facility"), in connection with KASZ's establishment of KASZ programming. KASZ may use the City Facility located at 1500 Dacy Lane in accordance with the rules and regulations of the City, which shall be subject to mutual agreement by the Parties. Any new or amended rules or regulations affecting KASZ's use of the Property shall be communicated in writing with advance notice of 30 days and shall not take effect unless agreed to by both Parties. This Agreement is effective as of the first day on which the City authorizes KASZ to access the building and begin its use of the Property.

b. The term of this Agreement will begin on the first day of operations of the City Facility located at 1500 Dacy Lane and will be reviewed twelve (12) months from the first day of operations to ensure that the needs of the seniors are being met. At that point, the Agreement shall continue with four one (1) year automatic renewals without KASZ or City action. If either party wishes to edit, alter, amend, or revise this agreement, notification to the other party shall be made not less than ninety (90) days prior to automatic renewal.

c. It is expressly acknowledged and agreed by the Parties hereto that the City Facility located at 1500 Dacy Lane is owned in its entirety by the City of Kyle. Any and all authority relative to the

same, implied or otherwise, is derived solely from authority granted by the City, by and through the Kyle City Council. It is further acknowledged and understood that it is the intent of the Parties that KASZ have primary occupancy of the Property, with City-sponsored events or third-party events scheduled to accommodate that occupancy. KASZ further understands and agrees that it will use the Property for the purposes set out in this agreement and to accomplish its mission stated above.

d. The City will be responsible for costs associated with utilities including but not limited to water, wastewater, electricity, natural gas, telephone, Wi-Fi, and trash disposal.
e. The City will carry liability coverage to insure the general liability as well as property overage for the structure and permanent contents. City will provide KASZ a certificate of insurance showing this coverage so KASZ may effectively evaluate its risks and proceed accordingly. KASZ specifically acknowledges that the City's insurance coverage will not cover any belongings of KASZ and will not list KASZ as an additional insured. KASZ will either provide its own coverage for its belongings or accept the risk of not having coverage.
f. The City will be responsible for routine and scheduled maintenance of the building and will repair and/or replace supplies needed and necessary for daily operations of the City Facility located at 1500 Dacy Lane. The City will be responsible for all associated costs for cutting and distribution of keys as well as maintaining and updating door locks.
g. The City shall issue to KASZ keys and City badges, as requested by the KASZ president, for building access and front office access, to be used by selective KASZ members.
h. KASZ acknowledges and agrees that it shall not duplicate keys, transfer badges, or alter or change any locks.
i. The City shall maintain an official inventory and log identifying all keys and badges issued, including the individual to whom each key or City badge is assigned. KASZ shall ensure the City is promptly informed of the identity of all individuals in possession of keys and badges.
j. KASZ further acknowledges and agrees that it is responsible for safeguarding all keys and badges issued to it and for maintaining the security of the Facility. All keys and badges must be immediately returned to the City upon the resignation, removal, or departure of any KASZ board member or authorized holder, or upon request by the City.
k. KASZ events and activities will not be charged a user fee or be required to hold a reservation receipt. A KASZ representative will be responsible for opening the building, closing and securing the building, and the conduct of participants for the purpose of KASZ programming.
l. KASZ will have the First Right of Refusal for scheduling events at the City Facility located at 1500 Dacy Lane in accordance with the hours provided below:
    - Once scheduled, a program may be canceled or returned to facility availability only by the party that scheduled it.
    - Any non-City entity that schedules an event utilizing the Property during the times dedicated to KASZ must have a written agreement with KASZ related to the use of the Property during that time.
    - KASZ will operate under the following general hours with full use of the facility:
        1. Monday, Wednesday, Friday: 8:00 A.M. – 10:00 P.M.
        2. Tuesday and Thursday: 8:00 A.M.-4:00 P.M.

3. Saturday and Sunday: 1st, 3rd, and 5th
4. Pending Facility availability, KASZ may operate outside of these hours, such as an early morning indoor walking class.
5. Any major KASZ event requires use of the entire building and all available parking spaces. "Major" in this paragraph means that 100 or more attendees are expected at the event.

- KASZ shall submit a co-sponsorship application on a yearly basis to the Kyle Parks and Recreation Department requesting the waiver of reservation fees to use the Krug Activity Center when reserved and not in conflict with other events or uses and the waiver of vendor fees for Kyle Market Days, which shall be reviewed and require approval by City Council at a duly posted meeting.

m. The KASZ shall indemnify and hold harmless the City and City Staff for any loss or damages to any property owned, leased, or otherwise possessed by KASZ for the conduct or its activities; or for any loss or damage arising on account of or as a result of any intentional or grossly negligent act on the part of KASZ, its employees, agents, or members which is not otherwise covered by such insurance.

n. KASZ shall maintain property in a condition equal to or better than its condition at the effective date of this agreement. KASZ agrees to reimburse the City promptly in the amount of the loss, property damage, or cost or repairs or services caused by gross negligence or improper use by KASZ, its members, agents, and/or guests not recovered by insurance, KASZ shall be responsible for any damage resulting from windows or doors being left open or unlocked if KASZ-sponsored event was the last scheduled use of the building. However, KASZ will not be responsible for any damage to the Property resulting from the City's failure to timely provide janitorial and maintenance services.

o. KASZ has examined and accepted the condition of the City Facility located at 1500 Dacy Lane at the commencement of this agreement. KASZ shall use reasonable diligence in the care of the building. If and when KASZ vacates the building, KASZ agrees to surrender the property in the same condition as when received, with reasonable wear expected. If and when KASZ vacates the Property, KASZ agrees to surrender the Property in the same condition as when received, excepting normal wear and tear of the Property. KASZ will not be responsible for any damage or wear and tear caused by the City for City-sponsored events or activities, nor will it be responsible for any damage or wear and tear caused by any third-party events. If KASZ suspects damage or excessive wear and tear caused by City-sponsored events or third-party events, it will document, photograph and provide a summary of that damage and/or excessive wear and tear to the City within a 24-hour period after the discovery of the damage and/or excessive wear and tear.

p. This document constitutes the entire Agreement between the KASZ and the City and supersedes all prior oral and written agreements between the Parties hereto with respect to the subject matter hereof.

q. No member, official, or employee of KASZ or the City shall have any personal interest, direct or indirect, in this agreement, nor shall any such member, official, or employee participate in any decision relating to this agreement which affects his or her personal interests or the interests of

any corporation, partnership, or association in which he/she is directly or indirectly interested.

r. The Parties acknowledge and agree that the Property may not be used for electioneering. KASZ agrees not to allow any campaign events or political advertising to occur on the Property.

## II. Obligations of the Parties

a. The City of Kyle shall perform the following obligations:
   i. Establish building operation hours for the public as follows: Monday-Friday, 8:00 a.m. - 5:00 p.m.
   ii. Open the building at least 15 minutes prior to public hours and at least 15 minutes prior to all non-KASZ after-hours reservations.
   iii. Book all reservations and programs on the City's registration software.
   iv. Meet with KASZ monthly to go over programming and concerns.
   v. Inform KASZ board of building operations and safety protocols.
   vi. Check people in and handle all cash handling procedures for City programming.
   vii. Upkeep maintenance and cleanliness of building, including trash removal such as major events and mealtimes.
   viii. Cover all utility and janitorial costs.
   ix. Manage facility scheduling for large public events.
   x. Provide KASZ with access to the Facility at the agreed-upon times and dates.
   xi. Ensure that the facility is unlocked, accessible, and prepared (lights, HVAC, restrooms, etc.) prior to the start of scheduled use.
   xii. City will share usage reports with KASZ.

b. KASZ shall perform the following obligations:
   i. Maintain cleanliness within the designated spaces for KASZ.
   ii. Notify the City of any facility maintenance issues within 24 hours of discovery.
   iii. Use of the facility for KASZ programs and events shall not be limited except as described herein.
   iv. Will not use the facility for private or commercial purposes without written consent from the City, unless the event or activity is KASZ sponsored.
   v. Clean up after every KASZ program if the next scheduled event is a non-KASZ related activity or event.
   vi. In the event of conflicts with City-sponsored events previously discussed with and approved by KASZ, or in the event of City-wide emergencies, including but not limited to designation as a warming or cooling station or emergency directives issued by City Management, the City reserves the right to modify, reschedule, or cancel facility access upon providing twenty-four to forty-eight (24–48) hours' notice when practicable.
   vii. KASZ is responsible for providing adequate staffing and/or supervision for all KASZ activities.
   viii. All promotional materials referencing the "City of Kyle" or using the City of Kyle logo and/or the Kyle Parks and Recreation logo must be approved by the City prior to public

distribution.

ix. KASZ will determine usage of office and storage space, and shall designate space to the City for storage of cleaning and maintenance supplies.

c. The City reserves the right to require disclaimers noting that the event is hosted by KASZ and not a City-sponsored activity. KASZ reserves the right to review the requested disclaimer, and the Parties agree to work together to resolve any disagreement on the wording of the disclaimer.

i. KASZ must complete an incident report for any accidents, injuries or property damage occurring during use and remit to the City within two business days after knowledge of the incident.

ii. KASZ is responsible for obtaining/verifying applicable permits related to food and beverages.

iii. KASZ is required to clear out donations received from citizens as soon as reasonably possible. Room 6 will be designated for overflow storage.

iv. The KASZ piano is for KASZ use only and will be placed in Room 1.

**III. Programming**

a. Supplies

i. Securing program supplies and materials: KASZ shall be responsible for providing and maintaining all supplies, equipment, and materials necessary for its programming and activities conducted at the City Facility located at 1500 Dacy Lane, including cutlery, plasticware, and other luncheon supplies. The City shall not be obligated to furnish, purchase, or reimburse KASZ for programming supplies unless expressly agreed to in writing by both Parties. All supplies brought onto the premises by KASZ shall remain the property of KASZ, unless otherwise donated to the City in writing. KASZ shall ensure that all such supplies are used in a safe and appropriate manner. At the conclusion of this Agreement, or upon termination, KASZ shall remove its programming supplies and restore the premises to its prior condition, reasonable wear and tear excepted.

ii. KASZ may use one multipurpose room to store supplies and decorations.

iii. KASZ shall be solely liable for any damage to the City Facility located at 1500 Dacy Lane, City property, or injury to persons arising out of the use, storage, or handling of its programming supplies. **KASZ shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from and against any and all claims, damages, losses, or expenses, including attorney's fees, resulting from or relating to such supplies, except to the extent caused by the gross negligence or willful misconduct of the City.** The City will place locks on cabinets for to KASZ to hold supplies that can be unlocked by a master key.

## IV. Fixtures and Décor

a. KASZ shall not install any fixtures, decor, or materials at the Facility without written consent of the City. The City shall have the right to remove and/or dispose of any unauthorized items at KASZ's expense. If fixtures, décor, or materials need to be installed, KASZ will request assistance from City staff, who is responsible for such installation. Any damage caused by KASZ installation of any fixtures, decor, or materials must be repaired at KASZ expense.

b. Any approved permanent fixtures, decorations, or permanent improvements provided by KASZ shall become City property.

c. The City shall not be responsible for the repair, replacement, or loss of any decor, displays, or fixtures brought into the Facility by KASZ unless such loss or damage is caused by the City or attendees at a City-sponsored event or such loss or damage is caused by a third-party organizer or attendees at a third-party organizer's event.

## V. Registration Software and Information Technology

a. KASZ and the City shall each utilize their own respective registration systems for programs, events, and activities conducted at the City Facility located at 1500 Dacy Lane.

b. All KASZ members and guests participating in KASZ-operated programs shall register through KASZ's registration platform, My Senior Center.

c. Individuals wishing to participate in City-sponsored programs, events, or activities must register through the City's official registration software in accordance with City procedures.

d. All room reservations for KASZ programs and events will be provided to City Staff to input into City registration software in accordance with the City's scheduling procedures and deadlines.

e. KASZ shall comply with the City's Information Technology (IT) policies at all times, including but not limited to data security, password management, software usage, and protection of City information systems.

f. KASZ acknowledges that the City retains sole control over all reservations data and that the City may access, monitor, or audit the system as necessary to ensure compliance with City policies and operational needs.

g. Each party shall be responsible for the accuracy, security, and management of its own registration data and shall comply with all applicable data privacy and information security policies.

h. The Parties will cooperate to ensure that KASZ'S use of My Senior Center and related technology does not interfere with City systems, network infrastructure, or operations. The Parties understand that KASZ'S technology must be secured.

i. KASZ shall be responsible for facilitating communication and relaying customer service information related to registration, scheduling, and reservations for all KASZ-operated programs and activities.

j. The City may serve as a secondary point of contact for general inquiries regarding KASZ programming, but shall not assume primary responsibility for registration management, data entry, payment processing, or customer service functions for KASZ programs

## VI. Parking Lot

a. KASZ shall have non-exclusive use of the City Facility located at 1500 Dacy Lane parking lot during its scheduled programs, events, and activities unless a major KASZ event is scheduled. A KASZ event is considered "major" if KASZ's attendance records show that event will result in 100 or more attendees. KASZ will have exclusive use of the Property's parking lot during a major KASZ event.
b. KASZ shall ensure that all program participants, staff, and volunteers comply with posted parking regulations, signage, and any City-issued guidance regarding parking.
c. KASZ shall report any known accidents, damage, or incidents occurring in the parking lot to the City within two business days. Neither the City nor KASZ shall be responsible for any loss, damage, or theft of personal property or vehicles of KASZ, its staff, or participants.
d. During the medical office operation hours of Monday – Friday, 8:00 a.m. -5:00 p.m., neither KASZ nor the City shall park in designated medical office parking spots.

## VII. Damages and Security

a. Any damages caused to the Facility as a result of KASZ's gross negligence use shall be promptly reported to the City within two business days after KASZ becomes aware of that damage and, at the City's discretion, repaired by KASZ or reimbursed to the City for the reasonable cost of such repairs.
b. KASZ shall be responsible for maintaining the security of the facility during its scheduled use, including ensuring that all doors, windows, and access points are properly secured at the conclusion of each KASZ event or activity.
c. KASZ shall exercise reasonable care to prevent damage, theft, or misuse of the Facility, furnishings, fixtures, and equipment. Any KASZ property, equipment, or supplies damaged, lost, or stolen while at the Facility, and not caused by the City's gross negligence or willful misconduct, shall not be repaired, replaced, or reimbursed at the City's expense. KASZ shall be solely responsible for the replacement or repair of its own property. If, however, the City contracts with a third-party organizer, the City will be responsible for the loss or damage to KASZ's property, equipment, or supplies.
d. The City reserves the right to assess and impose cost of damages if damages or security issues arise due to gross negligence as a result of KASZ's activities.

## VIII. Restrictions

a. Subletting
    - **i.** KASZ shall not sublet, lease, or otherwise permit any other organization, group, or individual unless sponsored by KASZ to use the City Facility located at 1500 Dacy Lane.
    - **ii.** KASZ shall not authorize, schedule, or guarantee Facility access to any third party unless sponsored by KASZ.
b. Grants and Funding Coordination
    i. KASZ shall notify the City in writing prior to submitting any grant application that involves, references, or may impact City operations, City staffing, use of the Facility, City-owned assets, or City policies

ii. KASZ shall not represent the City as a grant applicant, co-applicant, fiscal agent, or funding partner without the City's prior written approval.

iii. KASZ acknowledges that acceptance of grant funds shall not obligate the City to provide additional services, staffing, funding, space, or operational support unless expressly agreed to in writing by the City.

## Partnership and Facility Use Agreement
## City Facility at 1500 Dacy Lane
## City of Kyle and Kyle Area Senior Zone

WITNESS the signature of the Parties hereto on the _____day of _____, _____

**WITNESS OR ATTEST:**

_____
Witness

_____
Witness

_____
Witness

_____
Witness

**KYLE AREA SENIOR ZONE**

_____
President

_____
Vice President

_____
Treasurer

_____
Secretary

**WITNESS OR ATTEST:**

_____
Witness

_____
Witness

**CITY OF KYLE**

_____
Yvonne Flores-Cale, Mayor

_____
Perwez Moheet, Interim City Manager

**Council Contact Information**

| | |
|---|---|
| Mayor Yvonne Flores-Cale | YCale@cityofkyle.com |
| Mayor Pro Tem Michael Tobias | MTobias@cityofkyle.com |
| Council Member Courtney Goza | CGoza@cityofkyle.com |
| Council Member Melisa Medina | MMedina@cityofkyle.com |
| Council Member Claudia Zapata | CZapata@cityofkyle.com |
| Council Member Dr. Lauralee Harris | LHarris@cityofkyle.com |
| Council Member Marc McKinney | MMcKinney@cityofkyle.com |


# City Council Special Meeting

**DEPARTMENT:** City Manager's Office

**FROM:** Amber Schmeits, Deputy City Manager

**MEETING:** July 30, 2026

## SUBJECT:

Receive a report, hold a discussion, and provide staff feedback regarding updates on the Kyle Housing Authority and the Authority's transition plan.

## SUMMARY:

Over the past several months, the Kyle Housing Authority has experienced significant organizational changes, and staff have identified several operational issues and governance needs that require attention. This presentation is intended to provide the City Council with an update on the current status of the Authority and staff's proposed transition plan.

As of July 2026, the Kyle Housing Authority has appointed three new Board members and engaged a new property management company. In addition, several policies and procedures remain to be developed or updated. Staff have also identified the need for the Authority to retain legal counsel and hire an Executive Director to oversee the Authority's day-to-day operations. To support this effort, staff have identified available funding and proposed a budget amendment to the Housing Authority to fund the Executive Director position.

Staff are committed to assisting the Authority with the recruitment and onboarding of an Executive Director. Once the position has been filled, staff will continue to provide transitional assistance as needed; however, the long-term goal is for the Authority to operate independently, with City staff serving in a limited support role consistent with the Authority's governance structure.

## OPTIONS:

N/A

## RECOMMENDATION:

N/A

## PRIOR ACTION/INPUT (Council, Boards, Citizens):

N/A

## FISCAL IMPACT:

| | | |
|---|---|---|
| 1. City Department: | Office of the City Manager | |
| 2. Project Name: | Kyle Housing Authority | |
| 3. Budget/Accounting Code(s): | | |
| 4. Funding Type: | | |
| 5. Funding Source: | | |
| 6. Current Appropriation: | $ | - |
| 7. Unencumbered Available Balance: | $ | - |
| 8. Amount of This Action: | $ | - |
| 9. Unencumbered Balance Remaining: | $ | - |

10. Special Note/Comment:

This item is to receive a report, hold a discussion, and provide feedback to staff regarding updates on the Kyle Housing Authority and the Authority's transition plan. There is no fiscal impact associated with this item at this time.

| | | |
|---|---|---|
| 11. Prepared & Verified By: | Angel Avila, Budget Analyst | 7/20/2026 |
| 12. Reviewed & Approved By: | Dillon Saunderson, Budget Manager | 7/20/2026 |

## STAFF CONTACT:

Name: Amber Schmeits
Title: Deputy City Manager
Email: aschmeits@cityofkyle.com
Phone: (512) 612-5450

# Kyle Housing Authority Update

*Special Called Meeting - July 30, 2026*

# KHA at a Glance

- The Housing Authority is a separate entity created under Chapter 392 of the Texas Local Government Code.
- Housing authorities are created to assist with affordable housing in the community.
- KHA owns and operates Pete Dressen Charles Young Public Housing with a total of 51 units.
- KHA has an agreement for affordable housing at Opal Point with 338 total units – 68 @ 60% AMI and 102 @ 80% AMI.
- City has limited oversight, but the Board is appointed by the Mayor.



# The City Intervenes

- In March 2025, the City learned KHA had entered into Memoranda of Understanding (MOUs) with entities that would remove approximately $169.3 million from the property tax rolls.
  - $59.9 million of that had already been removed at Opal Point.
- City leadership repeatedly requested a KHA Board meeting to discuss the pending closings.
- Following Board turnover, three new commissioners were appointed, and a meeting was called for July 17, 2025.
- Three days later, the Executive Director and management agent submitted a 60-day termination notice.

# KHA Board Actions

- At the Board's July 17, 2025, meeting, the new Commissioners took action to change the governance structure, which relies heavily on the City of Kyle for support and resources.
- The Board voted to:
  - Suspend the existing executive director and property-management arrangement with Making a Difference in Property Management.
  - Appoint City employee as interim executive director and Board secretary.
  - Contract with the Housing Authority of the City of Austin, or HACA, for temporary management, administrative services, and an organizational assessment through May 31, 2026.
  - Terminate previously authorized agreements involving several proposed affordable-housing developments, including the Strand, Arden at Kohlers Crossing, and Windy Hill.

# KHA Board's Recent Events

May 2026:

- Interim Executive Director position eliminated due to the City's financial shortfall.
- KHA appoints City-employed replacement.

June 2026:

- HACA notifies KHA that it will terminate services.
- Interim Executive Director executes contract for a new property property-management partner, after extended RFP process.
- Approved FY 2026-2027 annual budget.

July 2026:

- Approved the position description and recruitment for a permanent Executive Director and approved the correlating amendment to the annual budget.
- Three new Board Members are appointed and new officers are elected.

# Conclusion

- The City's involvement in KHA expanded beyond its intended role, creating an unsustainable dependence on City staff and perpetuating emergency-style governance.
- This arrangement has blurred accountability and diverted resources from core City responsibilities.
- The City does not have the resources to continue to assist KHA in its current capacity on a long-term basis.
- KHA must transition to independent governance and operations under its Board of Commissioners, Executive Director, and management team, as intended under state law.

# Transition Plan

City staff have completed the following steps to ensure a successful transition:

1. Addressed immediate concerns in securing the agreement with the new Property Management company.
2. Developed and adopted the annual budget for KHA's FY2027, which began July 1, 2026.
3. Identified available funding to hire a new Executive Director and prepared appropriate amendment to the budget.
4. Developed a position description and advertised for a permanent Executive Director who will report directly to the KHA Board.

# Transition Plan

Going forward City staff will continue to support KHA in the following ways until the permanent Executive Director is hired:

1. Support the Executive Director recruitment and transition process.
2. Assist with selecting new legal counsel.
3. Coordinate the selection of appropriate property insurance coverage.
4. Develop agendas and attend KHA Board meetings during the transition.




# Thank you

- Questions?

**Council Contact Information**

| | |
|---|---|
| Mayor Yvonne Flores-Cale | YCale@cityofkyle.com |
| Mayor Pro Tem Michael Tobias | MTobias@cityofkyle.com |
| Council Member Courtney Goza | CGoza@cityofkyle.com |
| Council Member Melisa Medina | MMedina@cityofkyle.com |
| Council Member Claudia Zapata | CZapata@cityofkyle.com |
| Council Member Dr. Lauralee Harris | LHarris@cityofkyle.com |
| Council Member Marc McKinney | MMcKinney@cityofkyle.com |


# City Council Special Meeting

**DEPARTMENT:** City Manager's Office

**FROM:** Jesse Elizondo, Assistant City Manager

**MEETING:** July 30, 2026

## SUBJECT:

Receive a report, hold a discussion, and provide staff direction on a comprehensive history and overview of Kyle Vista Park as well as future options for the Kyle Animal Shelter.

## SUMMARY:

The Kyle Vista property has been under City ownership for decades, acquired through a combination of property purchases and parkland dedication agreements. Over the past two years, the property has been evaluated as a potential location for a regional animal care center through the Project Sunflower initiative, which included feasibility studies, multiple City Council discussions, partnerships with Hays County and the City of Buda, and the approval of a Memorandum of Understanding, an Interlocal Agreement, and a design contract. Since that time, Hays County has terminated the Memorandum of Understanding, resulting in the need to reassess the project's direction while considering the property's legal history, development agreements, deed restrictions, and applicable state and local requirements.

This presentation provides City Council with a comprehensive history of the Kyle Vista property, summarizes the actions previously taken by Council, reviews the status of the Memorandum of Understanding, Interlocal Agreement, and design contract, and outlines the legal and operational considerations associated with future animal shelter services. Staff will also present several potential options for Council's consideration, including continuing a regional partnership, relocating the project to an alternative City site, developing a City owned standalone animal care facility, or pursuing contracted animal shelter services without constructing a City owned facility.

Following Council's discussion and direction, staff will return with a resolution reflecting Council's preferred path forward. Future actions may include identifying a funding strategy through the City's five year Capital Improvement Program, evaluating potential project sites, and advancing design and implementation activities consistent with Council's direction.

## OPTIONS:

Hold a discussion, and provide staff direction on a comprehensive history and overview of Kyle Vista Park as well as evaluate future options for the Kyle Animal Shelter.

## RECOMMENDATION:

None at this time

## PRIOR ACTION/INPUT (Council, Boards, Citizens):

The Kyle Vista property has been under City ownership for decades, acquired through a combination of property purchases and parkland dedication agreements. Over the past two years, the property has been evaluated as a potential location for a regional animal care center through the Project Sunflower initiative, which included feasibility studies, multiple City Council discussions, partnerships with Hays County and the City of Buda, and the approval of a Memorandum of Understanding, an Interlocal Agreement, and a design contract.

## FISCAL IMPACT:

| | | |
|---|---|---|
| 1. City Department: | Office of the City Manager | |
| 2. Project Name: | Future Options for the Kyle Animal Shelter | |
| 3. Budget/Accounting Code(s): | | |
| 4. Funding Type: | | |
| 5. Funding Source: | | |
| 6. Current Appropriation: | $ - | |
| 7. Unencumbered Available Balance: | $ - | |
| 8. Amount of This Action: | $ - | |
| 9. Unencumbered Balance Remaining: | $ - | |
| 10. Special Note/Comment: | This item is to receive a report, hold a discussion, and provide staff direction on a comprehensive history and overview of Kyle Vista Park as well as future options for the Kyle Animal Shelter. There is no fiscal impact associated with this item at this time. | |
| 11. Prepared & Verified By: | Angel Avila, Budget Analyst | 7/20/2026 |
| 12. Reviewed & Approved By: | Dillon Saunderson, Budget Manager | 7/20/2026 |

## STAFF CONTACT:

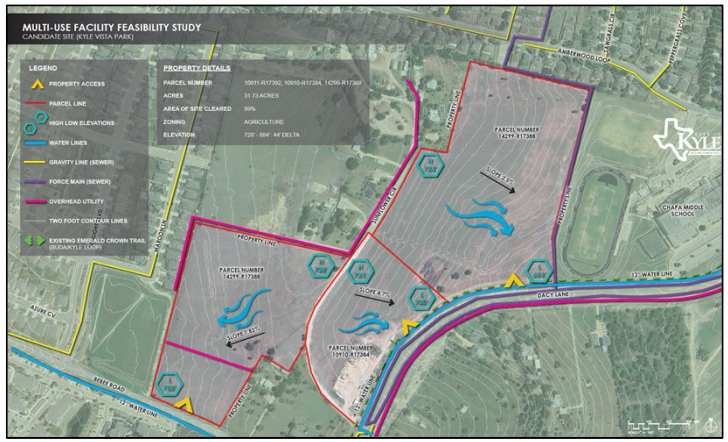
Name: Jesse Elizondo
Title: Assistant City Manager
Email: jelizondo@cityofkyle.com
Phone: (737) 273-4898

# Kyle Vista Property & Animal Care Center Options

*City Council Special Meeting - July 30, 2026*

# Kyle Vista Property Overview

1. History of Kyle Vista Property by Parcel
2. Development Agreement Requirements/Restrictions
3. Requirements of Chapter 26
4. City Charter Limitations
5. Timeline of Prior Actions Taken by Council
6. Current Status of Memorandum of Understanding
7. Current Status of Interlocal Agreement
8. Current Status of Design Contract
9. Requirements of Government Entities
10. Options for Future Consideration
11. Conclusions and Feedback






# History of Kyle Vista - CAD 17390

An 8.622-acre vacant tract of land located along the east line of Sunflower Drive, approximately 1,500 feet north of Dacy Lane, Kyle, Hays County, Texas 78640.




- Per the deed, the property was acquired from Nester Development, Inc. on July 16, 2008
- Staff is unable to locate any Council action approving the acquisition of this property.

# History of Kyle Vista - CAD 17384

A 7.980-acre vacant tract of land located at the northeast corner of Dacy Lane and Sunflower Drive, Kyle, Hays County, Texas 78640.



- City purchased the property from Alfonso and Hope Martinez on April 17, 2008.
- Purchase was approved by Resolution No. 583 on November 20, 2007.

# History of Kyle Vista - CAD 17388

A 13.220-acre vacant tract of land located along the northeast line of Bebee Road, approximately 300 feet west of Dacy Lane, Kyle, Hays County, Texas 78640.



- Property acquired from The Meadows at Kyle II, Ltd. on February 19, 2008.
- Property was dedicated to the City under a development agreement, which provided that dedication of the property, would satisfy the requirement that the developer pay parkland dedication fees for

# Deed Restrictions

All three parcels contain the same deed restrictions:

- No commercial operations, including “[n]o fowls or animals shall be kept on the premises in such numbers or manner to create a nuisance.”
- Restrictions on types of residences constructed.
- Annual assessment per tract to Grantor or a Property Owners Committee. The City has, thus far, found no record of paying this assessment.

# Development Agreement Requirements and Restrictions

- The City entered into a development agreement with Meadows at Kyle and Sunset Hills Subdivisions.
- As part of that agreement, the developer was required to dedicated approx. 13.24 acres (CAD 17388) to the City.
- The agreement referred to the property as “Parkland” and provided that the dedication of the property satisfied the parkland development fees for the development.
- The agreement did include language providing that the City intended to use the property as a park,

# Requirements of Chapter 26 Procedures

- Section 26.001 of the Texas Parks and Wildlife Code prohibits the approval of “any program or project that requires the use or taking of any public land designated and used prior to the program or project as a park” unless the governing body make a determination that (1) there is no feasible and prudent alternative and (2) all reasonable planning has been done to minimize the hardship to the land as a park.
- A hearing is required prior to this determination, which requires very specific newspaper notice as well as notice to the department that has supervision over the land.
- While staff believed that the hearing and resolution were not required, staff presented a Chapter 26 resolution for Kyle Vista, which was approved on September 16, 2025.

# City Charter Limitations

- Article XI of the City Charter contains two provisions that limit the sale or lease of parks and other City facilities and the award of management contracts related to parks and other City facilities.
  - Sec. 11.11 requires an election prior to the sale or lease of a City park (as well as other specified facilities). There is a similar restriction in state law that prohibits the sale of a City park without an election.
  - Sec. 11.12 requires an election prior to the award, amendment, renewal, or extension of an operation or management agreement for a City-owned facility (including a park) if such agreement has a term exceeding 10 years or is not competitively procured.

# Historical Walkthrough

Late 2024 – Early 2025

- Learned of San Marcos Regional Animal Shelter (SMRAS) releasing interlocal partners in late 2024. Met with the City of San Marcos to discuss leniency if the City is substantially moving toward self-sustaining options.
- With Hays County pursuing Austin Pets Alive option and their own feasibility study from 2022, City of Kyle moved forward with self-sustaining option.
- November 19, 2024 Discussion with City Council on SMRAS contract, RFP for feasibility study, and self-sustaining options *(Executive Session)*
- Staff utilized RFP process for full feasibility study, with needs assessment, data analysis, extensive public/stakeholder input, site evaluation, programming, operations, financials, and right sizing.
- January 7, 2025 feasibility study presented and approved unanimously by City Council. *(Open Session)*
- Shortly after feasibility study kicked off, Hays County reached out to the City for discussions on partnerships for animal services.
- Previous discussions of a Hays County East Campus as well as Kyle Vista Park Master Plan concept were all separate project discussions at the time.



# Historical Walkthrough

Continued:

- April 1, 2025 Initial discussions with City Council regarding possible Hays County partnership, and the first time projects were discussed as a possible single project. *(Executive Session)*
- April 1, 2025 Phase 1 feasibility study presentation to City Council. Needs Assessment, Community Input, Operations and Data Analysis *(Open Session)*
- With Council direction to pursue, the 3-1 project is code named Project Sunflower. Buda also reaches out at this time.
- June 17, 2025 Discussions on Project Sunflower negotiations, deal points, and partnerships with City Council *(Executive Session)*
- June 17, 2025 Phase 2 feasibility study presentation to City Council. Site Evaluation and Operational/Financial Feasibility *(Open Session)*
- July 1, 2025 Discussions on Project Sunflower negotiations, deal points, and partnerships with City Council *(Executive Session)*
- July 15, 2025 City Council receives conceptual proposal of MOU partnership including deal points, multipliers, and project overview. Directs staff to prepare and bring back Memorandum of Understanding for the project. *(Executive Session)*
- August 5, 2025 Discussions on Project Sunflower negotiations, and partnerships with City Council *(Executive Session)*
- August 5, 2025 Completed feasibility study presentation to City Council. Regulatory/Legal Considerations and Conceptual Design *(Open Session)*

# Historical Walkthrough

Continued:

- August 5, 2025 Memorandum of Understanding with Hays County for Project Sunflower approved 7-0. (*Open Session)*
- September 16, 2025 Discussions on Project Sunflower negotiations, deal points, and partnerships with City Council *(Executive Session)*
- September 16, 2025 Public hearing and resolution for Chapter 26 procedures on Kyle Vista Property *(Open Session)*
- October 8, 2025 Discussions of next steps for Project Sunflower. City Council directs staff to prepare Interlocal Agreement for Animal Shelter as well as Lease Agreement for Hays County East Campus and Park Payment. *(Executive Session)*
- October 8, 2025 Memorandum of Understanding with City of Buda approved 7-0. *(Open Session)*
- November 18, 2025 Discussions on Project Sunflower negotiations, deal points, and partnerships with City Council *(Executive Session)*
- November 20, 2025 Discussions on Project Sunflower negotiations, deal points, and partnerships with City Council *(Executive Session)*
- December 16, 2025 Discussions on Project Sunflower negotiations, deal points, and partnerships with City Council *(Executive Session)*
- December 16, 2025 Interlocal Agreement is presented to City Council. After much discussion is tabled 4-1. *(Open Session)*
- December 16, 2025 Design Contract presented to City Council. Tabled 4-1 with the Interlocal Agreement. *(Open Session)*
- January 6, 2026 Full background and history on Project Sunflower presented to City Council. *(Executive Session)*

# Historical Walkthrough

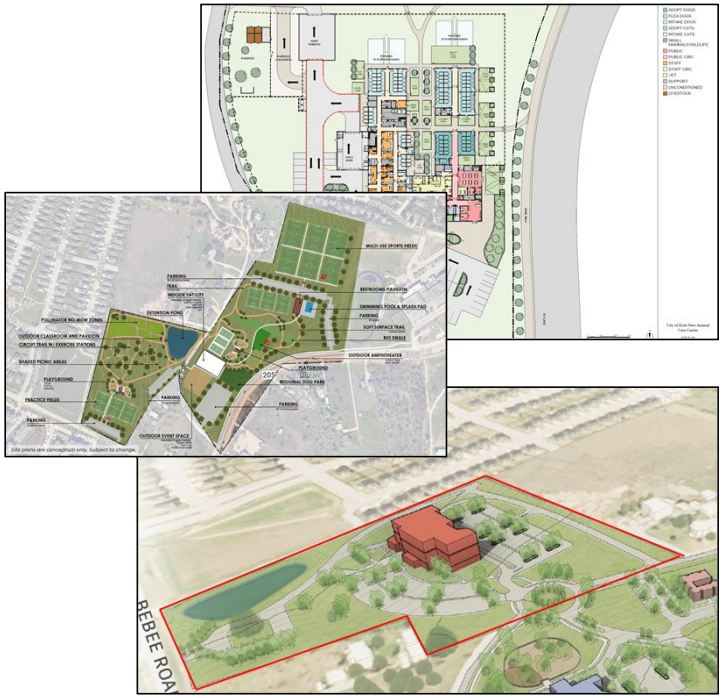
Continued:

- January 20, 2026 Interlocal Agreement is presented to City Council. Approved 6-1. *(Open Session)*
- January 20, 2026 Design Contract presented to City Council. Approved 6-1. *(Open Session)*
- Staff continues to work with Jackson & Ryan on program confirmation. As well as the Lease Agreement for Hays County East Building. Lease agreement has not been before City Council for approval.
- January 24, 2026 First City Council Strategic Workshop *(Open Session)*
- March 6-8, 2026 Second City Council Strategic Workshop *(Open Session)*
- May 16, 2026 Five-year forecast meeting reviewing City's financial position *(Open Session)*
- June 13, 2026 Five-year capital improvement plan review with City Council *(Open Session)*
- June 25, 2026 Hays County terminates Memorandum of Understanding.

# Current Status of Memorandum of Understanding

## Memorandum of Understanding

- June/July With Council direction to pursue, the 3-1 project is code named Project Sunflower. Buda also reaches out at this time.
- July 15, 2025 City Council receives conceptual proposal of MOU partnership including deal points, multipliers, and project overview. Directs staff to prepare and bring back Memorandum of Understanding for the project. *(Executive Session)*
- August 5, 2025 Memorandum of Understanding with Hays County for Project Sunflower approved 7-0. (*Open Session)*
- Develop a City of Kyle and Hays County MOU combining project
    1. Hays County Building
    2. Animal Services
    3. Kyle Vista Park Elements Buildout
- October 8, 2025 Memorandum of Understanding with City of Buda approved 7-0. *(Open Session)*
- June 25, 2026 Hays County terminates Memorandum of Understanding.
- Hays County East Building Lease agreement has never been brought before City Council for review or approval.




**Ill. TERM AND TERMINATION**
This MOU becomes effective upon signature and shall remain in effect until superseded by finalized agreements or terminated by either party upon 90 days' written notice.

# Current Status of Interlocal Agreement

Animals Care Facility Partnership

Under the ILA, the City of Kyle will retain full ownership and operational control of the facility, including staffing, policy, and budget management.

- Hays County Capital Breakdown – 64.5%
- City of Kyle Capital Breakdown – 32.7%
- City of Buda Capital Breakdown – 2.8%

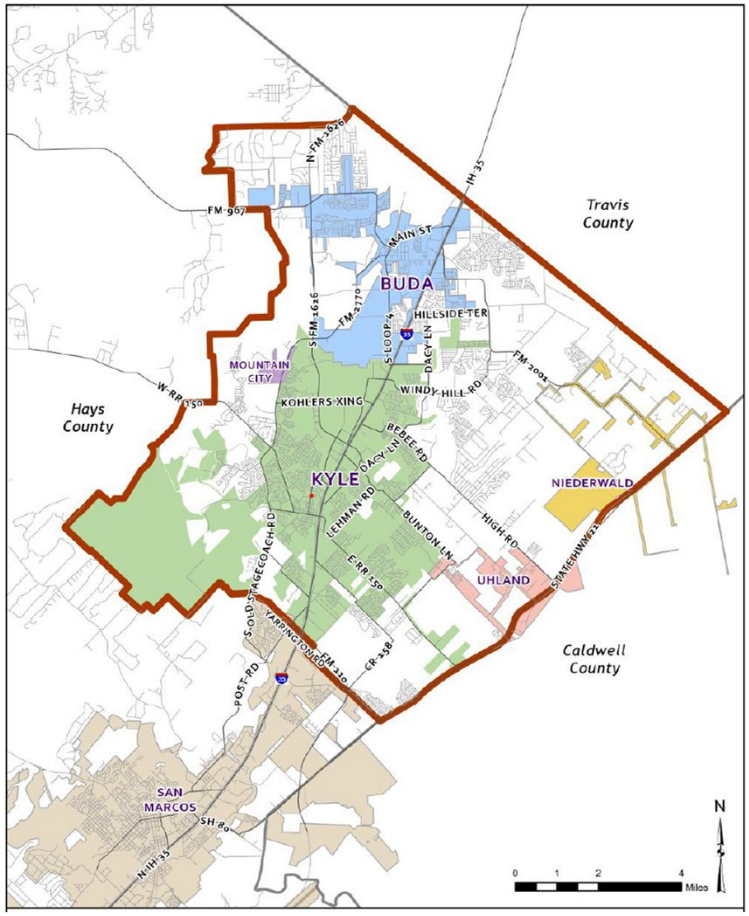
- Hays County Operations Breakdown – 64.5%
- City of Kyle Operations Breakdown – 33.1%
- City of Buda Operations Breakdown – 2.4%
- Annual intake-based cost re-evaluation.

An Animal Care Advisory Board will be established to provide non-binding recommendations on operations and policy, with representation from all participating entities.

January 20, 2026 Interlocal Agreement is presented to City Council. Approved 6-1. *(Open Session)*

Current Status: Interlocal Agreement is signed by all parties and awaiting further council discussions and direction.

5.05 Termination. Any Party may terminate its participation in this Agreement at the beginning of any fiscal year if its governing body fails to approve the required funding by providing written notice to the other Parties in accordance with this Agreement.



# Current Status of Design Contract

January 20, 2026 Design Contract presented to City Council. Approved 6-1. *(Open Session)*

February 26, 2026 Initial Design Contract Kickoff Meeting & Timeline Review.

March 10, 2026 Program confirmation open house.

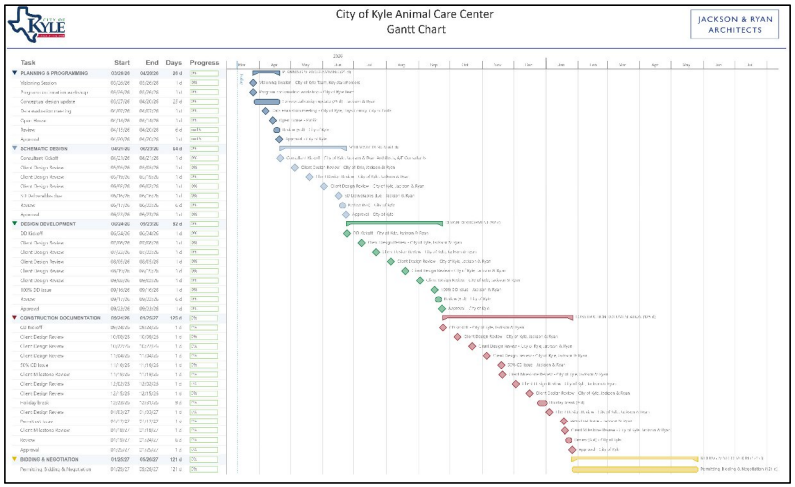
March 26, 2026 Program confirmation public stakeholders meeting.

April 2, 2026 Program confirmation next steps and timeline confirmation.

April 22, 2026 Program confirmation data review.

June 4, 2026 Schematic Design kickoff meeting (contract put on hold).

Current Status: After program confirmation and initial conceptual design, the Jackson & Ryan contract is on pause awaiting council direction.






# Legal Requirements of Government Entities for Animal Services

- Cities are not required to provide animal control services and may contract with the County or a private entity to carry out animal control services.
- Cities may choose to, but are not required to operate an animal shelter. If the City operates an animal shelter, it must comply with applicable state law related to the shelter.
- Chapter 826 of the Texas Health and Safety Code provides minimum standards for the control of rabies that the City must comply with.
- The County has overlapping authority on some animal-related issues and could enforce them if

# Future Options for City of Kyle Animal Shelter

*City Council Special Meeting - July 30, 2026*

# Option 1: Continue Tri-Party Partnership (Kyle Vista Site)

**Service Model**

- Continue partnership with Hays County and the City of Buda through an Interlocal Agreement (ILA)

**Facility**

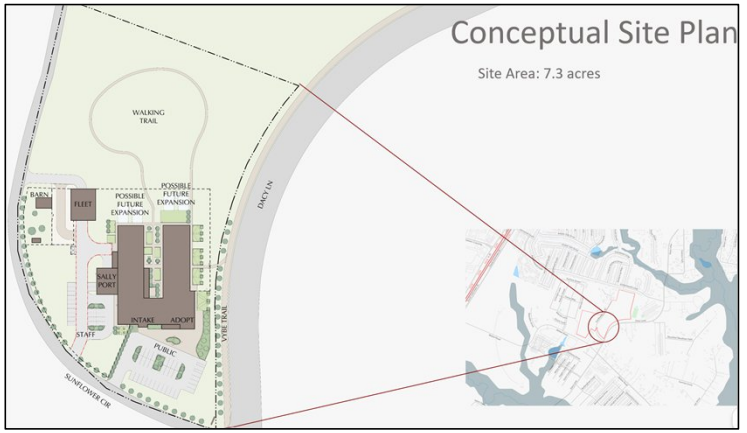
- Approximately 31,000+ SF regional facility
- Estimated construction cost: $21.7 million (31,000 SF x $700/SF)

**Site**

- Kyle Vista Property
- Approximately 7 acres

**Challenges**

- Intergovernmental coordination (capital & ops)
- Funding (bonding CO or GO 2027/2028)
- Large intake & municipal






# Option 2: Continue Tri-Party Partnership (ex. Kyle Recreation Fields)

**Service Model**

- Continue partnership with Hays County and the City of Buda through an Interlocal Agreement (ILA)

**Facility**

- Approximately 31,000 SF regional facility
- Estimated construction cost: $21.7 million (31,000 SF x $700/SF)

**Site**

- Alternative sites could be identified
- Approximately 6 – 7 acres

**Challenges**

- Evaluation of site (restrictions, review, etc.)
- Funding (bonding CO or GO



# Option 3: City of Kyle Standalone Facility (ex. Kyle Recreation Fields)

**Service Model**

- City of Kyle develops, owns, and operates its own animal shelter facility

**Facility**

- Reduced facility footprint – approximately 20,000 SF facility
- Reduced facility amenities – Estimated construction cost: $8.0 million (20,000 SF x $400/SF)
- Possible renovation or retrofit of facilities

**Site**

- Kyle Recreation Fields
- Other sites could be identified
- Approximately 6 – 7 acres

**Challenges**

- Funding (bonding CO or GO 2027/2028)
- Location (site evaluations and infrastructure)



# Option 4: No City-Owned Facility/County or Contracted Service Model

**Service Model**

- City does not construct an animal shelter
- Animal shelter services are provided by Hays County and/or another third-party provider through contractual arrangements

**Facility**

- No City owned facility

**Legal Considerations**

- Texas Law authorizes counties and municipalities to enter into agreements for animal control and shelter services

**Challenges**

- Finding and negotiating with outside partners
- Very little control over operations, policies, and procedures
- Could change unexpectedly



# Next Steps

- Bring back a resolution with City Council direction
- Include project and funding mechanism in 5 year CIP
- Revisit site locations, evaluations and design with City Council at future meetings

# Questions?

**Council Contact Information**

| | |
|---|---|
| Mayor Yvonne Flores-Cale | YCale@cityofkyle.com |
| Mayor Pro Tem Michael Tobias | MTobias@cityofkyle.com |
| Council Member Courtney Goza | CGoza@cityofkyle.com |
| Council Member Melisa Medina | MMedina@cityofkyle.com |
| Council Member Claudia Zapata | CZapata@cityofkyle.com |
| Council Member Dr. Lauralee Harris | LHarris@cityofkyle.com |
| Council Member Marc McKinney | MMcKinney@cityofkyle.com |


## City Council Special Meeting

**DEPARTMENT:** Water Utilities

**FROM:** Mike Murphy, P.E., Director of Water Utilities

**MEETING:** July 30, 2026

**SUBJECT:**

Receive a report, hold a discussion, and provide staff feedback regarding a Feasibility Analysis and Options for Implementing an Annual Utility Reservation Fee.

**SUMMARY:**

Over the past several months, City staff conducted a comprehensive review of the City's Development Agreements (DAs), non-annexation agreements, and utility will-serve commitments to better quantify the City's existing obligations for water and wastewater service. This effort was completed at the direction of the Interim City Manager to improve the City's understanding of committed utility capacity and to evaluate policy options that better align infrastructure planning with future growth.

Staff reviewed 67 Development Agreements and 57 non-annexation agreements representing approximately 15,300 acres throughout the City's service area. Staff also reviewed 39 historical will-serve letters issued by the City. The review identified a significant amount of utility capacity currently reserved for developments that have not yet proceeded to construction. The review identified commitments totaling 32,552 water LUEs and 38,431 wastewater LUEs, representing approximately 8.8 MGD of water demand and 6.7 MGD of wastewater treatment demand.

Maintaining reserved utility capacity requires the City to plan, finance, construct, and maintain infrastructure capable of serving future development, regardless of when that development occurs. Under the current system, developers generally pay impact fees only when building permits are issued, resulting in utility capacity being reserved for extended periods without contributing toward infrastructure costs.

To better align reserved capacity with the financial obligations of expanding utility infrastructure, staff evaluated two potential approaches:

- **Reservation Fees**, consisting of annual payments for reserved utility capacity until development occurs; and

- **Take-or-Pay Agreements**, contractual arrangements requiring developers to either utilize reserved utility capacity or make payments for maintaining that capacity.

An example reservation fee equal to 10% of the applicable impact fee for a 10-year term for active and planned Development Agreements would result in an estimated annual revenue of $36.5 million for the Water Impact Fee Fund and $36.7 million for the Wastewater Impact Fee Fund. Reservation fees would cease once utility service is initiated and the remaining balance of impact fees are paid.

Staff also reviewed the City's water and wastewater Certificate of Convenience and Necessity (CCN) service areas. A CCN grants the exclusive right and obligation to provide retail utility service within a designated area. Recent changes to Texas law have reduced the City's authority to annex and regulate portions of its extraterritorial jurisdiction (ETJ). Removing undeveloped CCN areas outside the city limits that are not receiving utility service or are not subject to existing service agreements would reduce regulatory burdens while preserving the City's utility obligations where service is planned or committed.

## OPTIONS:

Staff is seeking Council direction on implementing reservation fees or similar contractual mechanisms to ensure reserved capacity contributes toward the costs of expanding the City's utility infrastructure.

Staff requests Council feedback regarding:

- Implementation of reservation fees for existing and future developments;
- Appropriate reservation fee percentage and term length; and
- Proposed modifications to the City's water and wastewater CCN service areas.

## RECOMMENDATION:

Presentation/Informational only.

## PRIOR ACTION/INPUT (Council, Boards, Citizens):

N/A

## FISCAL IMPACT:

| | | |
|---|---|---|
| 1. City Department: | Water Utilities | |
| 2. Project Name: | Feasibility Analysis and Options For Implementing an Annual Utility Reservation Fee | |
| 3. Budget/Accounting Code(s): | | |
| 4. Funding Type: | | |
| 5. Funding Source: | | |
| 6. Current Appropriation: | $ | - |
| 7. Unencumbered Available Balance: | $ | - |
| 8. Amount of This Action: | $ | - |
| 9. Unencumbered Balance Remaining: | $ | - |
| 10. Special Note/Comment: | This item is to receive a report, hold a discussion, and provide staff feedback regarding a Feasibility Analysis and Options for Implementing an Annual Utility Reservation Fee. There is no fiscal impact at this time. | |
| 11. Prepared & Verified By: | Angel Avila, Budget Analyst | 7/24/2026 |
| 12. Reviewed & Approved By: | Dillon Saunderson, Budget Manager | 7/24/2026 |

## STAFF CONTACT:

Name: Mike Murphy
Title: Director, Water Utilities
Email: mmurphy@cityofkyle.com
Phone: 737-312-7168

# Feasibility Analysis and Options For Implementing a Monthly Utility Reservation Fee

*July 30, 2026*

# Background

City Council approved a Task Order Contract with STV to provide an update to the Water Master Plan in April 2026.

Part of this update involves a review of development and demand projections over the next 5-15 years due to the rapid evolution of Kyle’s growth. Ensuring accurate accounting of demand projections directly impacts exactly when additional water supplies need to be in place to serve all customers.

At the direction of the Interim City Manager, City staff were requested to review all development agreements and other documentation obligating the City to provide water and/or wastewater service.

# Background

Staff reviewed the following:

- 67 Development Agreements (including amendments) that cover 12,882 acres
- 57 non-annexation agreements that cover 2,407 acres
- 39 Will-Serve Letters

This review provides a more accurate assessment of committed utility capacity and supports long-term planning for water and wastewater infrastructure needs.

# Utility Challenges

- Cities must balance long-term infrastructure planning with ratepayer affordability, regulatory compliance, and available funding. Impact fees are used to help pay for new growth but aren’t paid until a water meter is installed.
- Rapid growth, aging infrastructure, inflation, supply-chain challenges, and underutilized reserved LUEs are driving higher utility costs.
- Additional low-cost local water supplies are no longer available, and new water supplies can take 10-20 years to develop and bring online.
- Developers often need utility capacity on much shorter timelines driven by project financing and market demands.
- Building infrastructure too early creates financial risk for the City if growth does not materialize, leaving existing ratepayers to bear the cost.
- Ultimately, the City's obligation is to strategically time and prioritize water supply purchases based on the accuracy of development projections while protecting long-term financial sustainability and maintaining affordable utility rates.

# Will-Serve Utility Requests



**Will-Serve**: Official document issued by a municipality confirming that they possess adequate capacity to supply water/wastewater service to a proposed development.

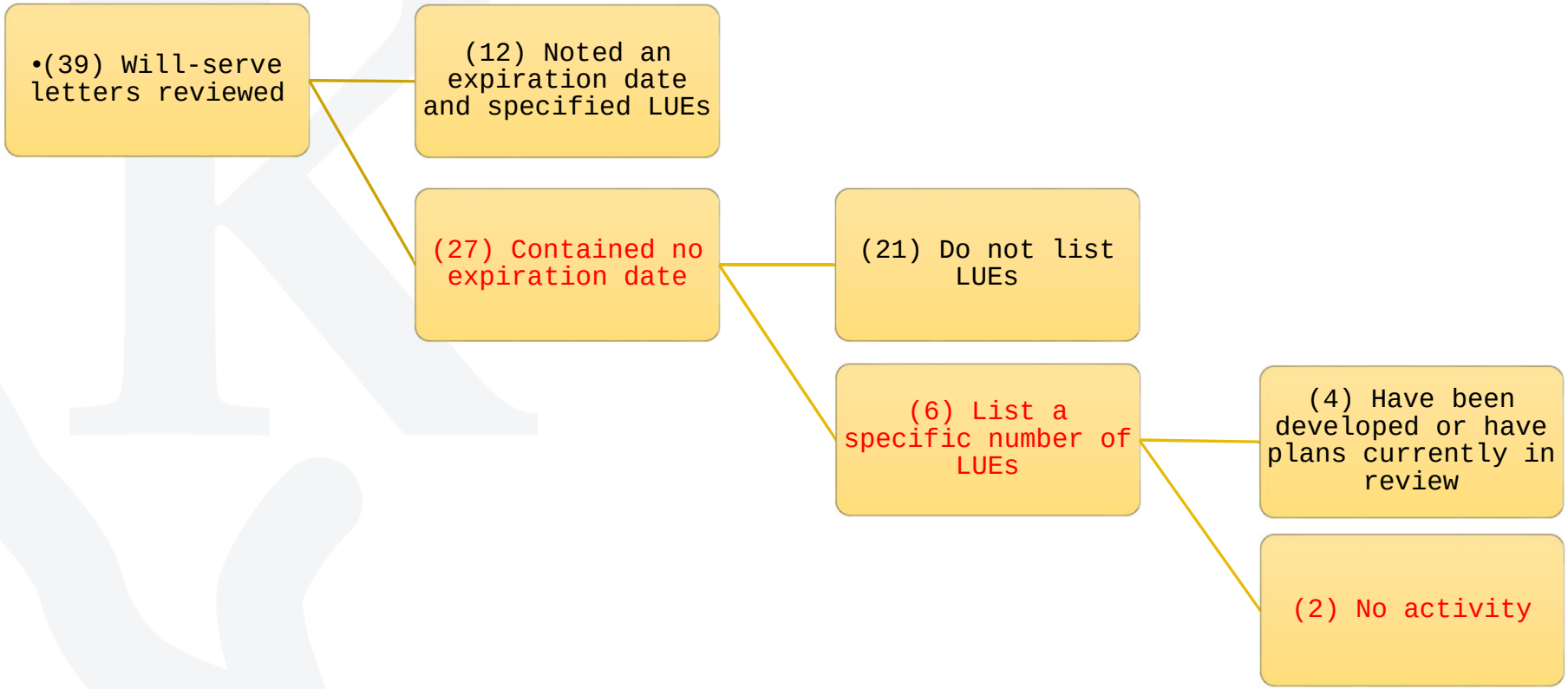


Typically expire after 180 to 365 days and provide for a specific number of LUEs.



Moving forward: City (Director of Water Utilities) will limit the issuance of will-serve letters unless specific requirements are met and may include a “take or pay” requirement upon the end of the term listed within the will-serve letter.

# Will-Serve Utility Requests



# Development Agreements

| Development Agreement Type | Total DA's | Water LUEs | Wastewater LUEs | Residential Permits Pulled |
|---|---|---|---|---|
| Completed Projects | 12 | N/A | N/A | 3,092 |
| Active Construction | 13 | 12,207 (37%) | 14,786 (38%) | 4,440 |
| Planned (non-active) | 10 | 20,345 (63%) | 23,645 (62%) | 0 |
| **Total** | **35** | **32,552** | **38,431** | **7,532** |

**Planned (non-active) DAs:** Pecan Woods, Blanco River Investments, City Point(Weigand), Waterfront at Marketplace, Kyle Station, Lake Park, Nance-Bradshaw Ranch, Bullock, Project Two-Step, Word Place

## LUE Commitment Impact

- Wastewater: 38,431 LUEs = 6.7 mgd of wastewater treatment demands. Currently averaging 4.2 mgd.
- Water: 32,552 LUEs = 8.8 mgd of average daily water demand. Currently averaging 4.6 mgd.

# Option: Take or Pay

- Legal agreement between a water supplier (City) and a buyer (developer).
- It requires the buyer to either physically take a minimum stipulated amount of water or pay a predetermined non-refundable fee for the reserved capacity, regardless of whether the water is consumed.
- Water and/or wastewater service needs to be in place and ready to serve upon execution of the contract or by the date specified in the contract.
- Guarantees steady revenue and enables upfront infrastructure financing.

# Option: Reservation Fees

- Charged to customers to reserve water/wastewater capacity in the City’s system within a mutually agreed upon delivery schedule.
- Typically paid annually, sometimes with a grace period before the initial payment is due.
- Reservation fees cease being paid when water meters are installed, at which point Impact Fees are paid.
- Can’t conflict with amount paid in Impact Fees (double charge)

# Recommendations

Active Development Agreements:

- Notify/Negotiate with active DAs for non-platted areas to begin paying an annual reservation fee equal to 10% of the Impact Fee for a term of 10 years. Any LUEs that have not been platted after the 10-year term will be reevaluated to account for any increase in the impact fee amount.

- Fiscal Impact:
  - Water Impact Fee Fund (12,207 LUEs): $13,315,396 annually
  - Wastewater Impact Fee Fund (14,786 LUEs): $12,955,493 annually

# Recommendations

Planned (Non-Active) Development Agreements:

- Notify/Negotiate with non-active DAs to begin paying an annual reservation fee equal to 10% of the Impact Fee for a term of 10 years. Any LUEs that have not been platted after the 10-year term will be reevaluated to account for any increase in the impact fee amount. Possibility to use Take or Pay contracts if water and/or wastewater service is readily available.

- Fiscal Impact:
  - Water Impact Fee Fund (20,345 LUEs): $22,192,326 annually
  - Wastewater Impact Fee Fund (23,645 LUEs): $20,717,749 annually

# Recommendations

Will Serve Properties:

- Negotiate/Notify developments with valid will-serve letters to begin paying an annual reservation fee equal to 10% of the Impact Fee for a term of 10 years. Any LUEs that have not been platted after the 10-year term will be reevaluated to account for any increase in the impact fee amount. Possibility to use Take or Pay contracts if water and/or wastewater service is readily available.

- Fiscal Impact:
  - Water Impact Fee Fund (955 LUEs): $1,041,714 annually
  - Wastewater Impact Fee Fund (3,493 LUEs): $3,060,567 annually

# Annual Fiscal Impact Summary

| | Water Fund | Wastewater Fund |
|---|---|---|
| Active | $13,315,396 | $12,955,493 |
| Planned (not active) | $22,192,326 | $20,717,749 |
| Will-Serve | $1,041,714 | $3,060,567 |
| **Total** | **$36,549,436** | **$36,733,809** |

* ally

# Recommendations

Future Developments

- Require Take or Pay contracts or similar provisions outlined using reservation fees.



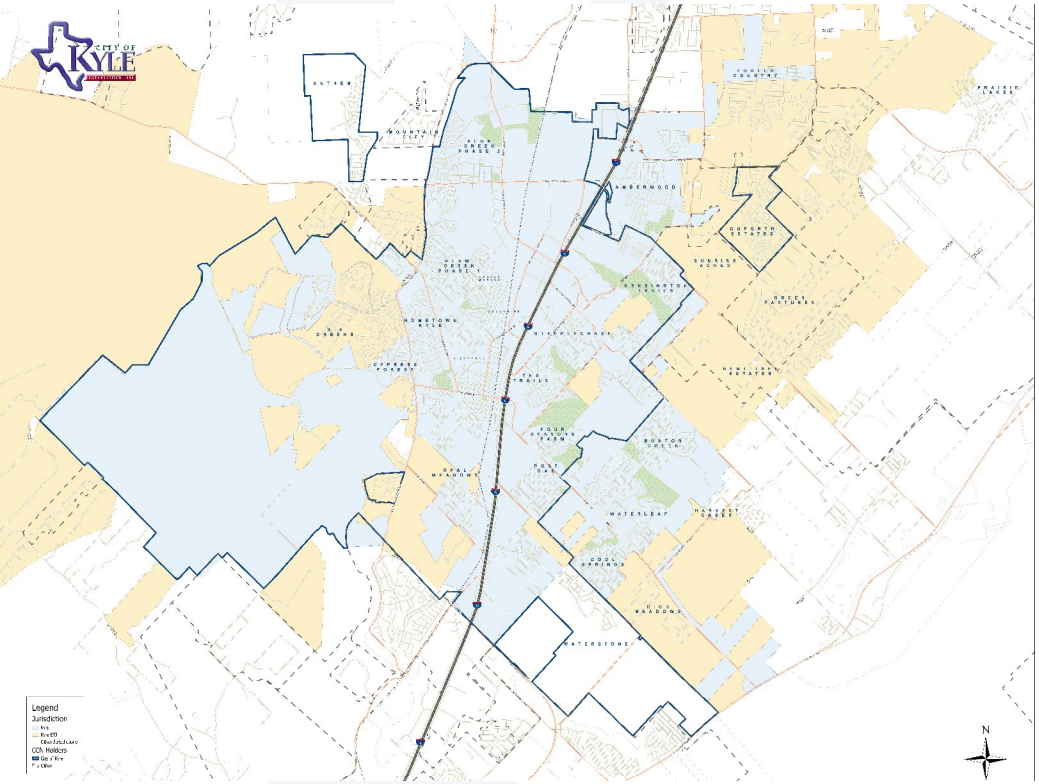
# Recommendations

Adjustments to Water and Wastewater Certificate of Convenience and Necessity (CCN) service areas

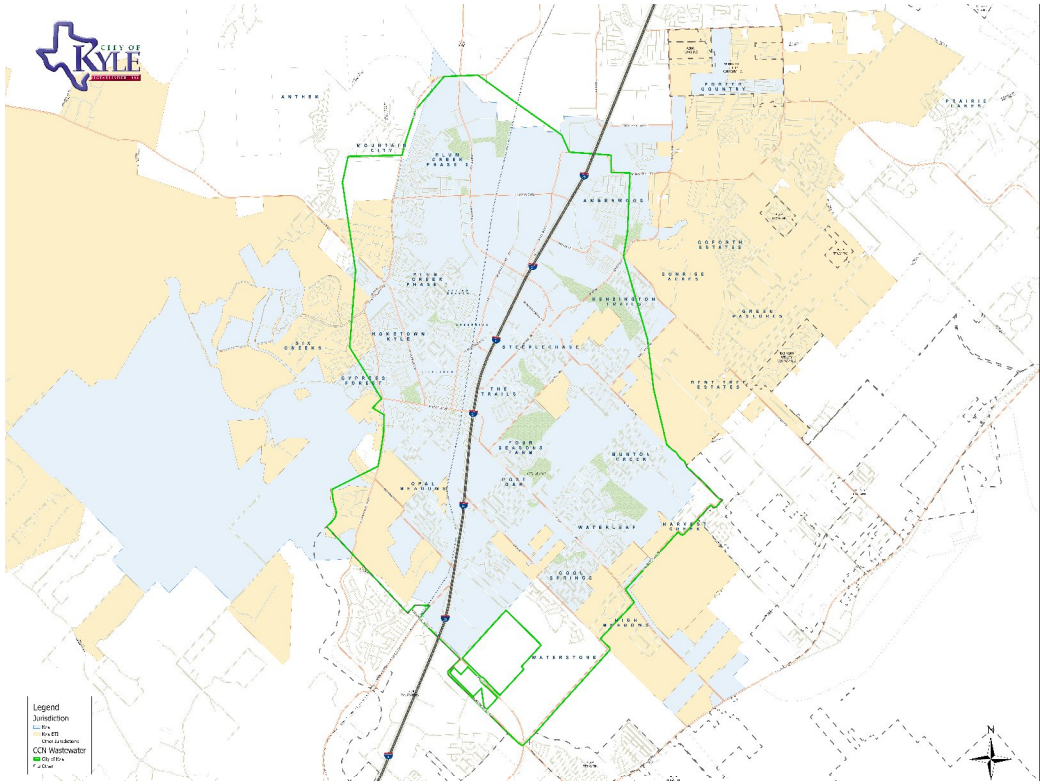
- A CCN gives a retail public utility the exclusive right to provide retail water or sewer utility service to an identified geographic area.
- A CCN holder is required to provide continuous and adequate service to the area within its CCN boundary.
- Staff is recommending removal of CCN service areas outside the City limits and with no active obligations for water/wastewater service.
  - Properties being removed can still request to be added to the CCN

# CCN Maps

## Water




## Wastewater



# Council Feedback

Questions needing feedback:

How to proceed with Active DAs?

- *Staff recommendation is to implement a reservation fee.*

•How to proceed with Planned (non-active) DAs?

- *Staff recommendation is to implement reservation fees with the possibility of take or pay when infrastructure capacity is confirmed.*

•How to proceed with Future DAs?

- *Staff recommendation is implementing reservation fees or take or pay contracts when infrastructure capacity is confirmed.*

If using reservation fees, what percentage and term length?

- *Staff recommendation is 10-20 years at 5-10% of the impact fee value.*

How to proceed with removal of certain CCN service areas?

- *Staff recommendation is to remove areas outside the City limits that are not actively being served or have an*

# Next Steps

Based on Council feedback, staff will return with a proposed ordinance and conduct a public hearing for Council consideration to incorporate these recommendations into the City's Fee Schedule as part of the budget process.




# Thank you!

- Questions?

**Council Contact Information**

| | |
|---|---|
| Mayor Yvonne Flores-Cale | YCale@cityofkyle.com |
| Mayor Pro Tem Michael Tobias | MTobias@cityofkyle.com |
| Council Member Courtney Goza | CGoza@cityofkyle.com |
| Council Member Melisa Medina | MMedina@cityofkyle.com |
| Council Member Claudia Zapata | CZapata@cityofkyle.com |
| Council Member Dr. Lauralee Harris | LHarris@cityofkyle.com |
| Council Member Marc McKinney | MMcKinney@cityofkyle.com |


# City Council Special Meeting

**DEPARTMENT:** Transportation & Public Works

**FROM:** Leon Barba, City Engineer

**MEETING:** July 30, 2026

## SUBJECT:

Receive a report, hold a discussion, and provide staff feedback regarding the Kyle Mobility Plan.

## SUMMARY:

A Transportation Master Plan (TMP) is a document that establishes a vision for mobility along with projects, programs, and policies to guide capital investments and development. A TMP is a unified plan for infrastructure required for development, right-of-way preservation, and project identification, prioritization, and funding strategy. A TMP guides decisions involving size and location of future thoroughfares, intersection improvements, pedestrian and bicycle facility types and locations, and potential future grant opportunities for external funding.

In 2016, the City of Kyle adopted its first Transportation Master Plan. Then, in 2021, a TMP update was adopted and formed the basis of the Kyle's 2022 Road Bond Program. As of 2026, the TMP is being upgraded to be the City of Kyle Mobility Plan.

The Kyle Mobility Plan (KMP) establishes proactive strategies to address congestion, safety, and provide travel options for a thriving community. The Goodman Corporation conducted needs assessments from April 2025 to July 2025. Then, the Phase I engagement efforts took place from July 2025 to August 2025. From May 2025 to November 2025, the modeling process and map updates were completed. Draft recommendations began to be generated from August 2025 to March 2026. Phase II engagement efforts took place from April to May 2026.

Community feedback on priorities and projects, projects and prioritization rankings, strategy for external funding and recommended policies generated by the Goodman Corporation are to be presented to City Council during the July 30, 2026 City Council Special Meeting.

The City of Kyle engaged in regional coordination in preparation for the KMP implementation through meetings with Hays County, TxDOT, the City of San Marcos,

and the City of Buda in March and April 2025. Then, in Fall 2025, the City met with CAMPO and CapMetro. The key discussion topics during this coordination phase included thoroughfare plan alignment across jurisdictions, active projects and future projects, regional corridors such as, Yarrington Extension, FM 2001 Gap, and East Side Corridor, as well as future IH-35 crossings.

Currently, the project completed Phase 2 engagement process from March to May 2026. This phase included an open house public meeting to present recommendations and provide an opportunity for community feedback. This took place on April 22, 2026 from 6PM-7:45PM at the Kyle Library. Additionally, a pop-up booth was present at the Kyle Fair (May 15, 2026). Total of 364 people were engaged with during Phase II of the engagement.

The next steps for this project include receiving Council feedback on the draft projects and priorities recommendations. Once these steps are completed, the KMP Report will be drafted, with a target date to present to City Council for final approval in August 2026.

**PRIOR ACTION/INPUT (Council, Boards, Citizens):**

- April 1, 2025: City Council approved an agreement with The Goodman Corporation to develop a Transportation Master Plan for the City of Kyle in the amount of $500,000.
- July 1, 2025: The Goodman Corporation presented their initial update on the Kyle Mobility Plan to City Council.
- December 16, 2025: The Goodman Corporation presented an update pertaining to Phase 1 engagement summary and regional coordination efforts to City Council.
- April 21, 2026: The Goodman Corporation presented the draft thoroughfare plan, draft bike plan, and draft context-sensitive cross sections to City Council.

## FISCAL IMPACT:

| | | |
|---|---|---|
| 1. City Department: | Transportation & Public Works | |
| 2. Project Name: | Kyle Mobility Plan | |
| 3. Budget/Accounting Code(s): | | |
| 4. Funding Type: | | |
| 5. Funding Source: | | |
| 6. Current Appropriation: | $ | - |
| 7. Unencumbered Available Balance: | $ | - |
| 8. Amount of This Action: | $ | - |
| 9. Unencumbered Balance Remaining: | $ | - |

10. Special Note/Comment:

This item is to receive a report, hold a discussion, and provide staff feedback regarding the Kyle Mobility Plan. There is no fiscal impact associated with this item at this time.

| | | |
|---|---|---|
| 11. Prepared & Verified By: | Angel Avila, Budget Analyst | 7/23/2026 |
| 12. Reviewed & Approved By: | Dillon Saunderson, Budget Manager | 7/23/2026 |

## STAFF CONTACT:

Name: Leon Barba
Title: City Engineer, Transportation & Public Works
Email: cityengineer@cityofkyle.com
Phone: (512) 612-5450 Ext. 3958

# Kyle Mobility Plan Update

*City Council Meeting*

*July 30, 2026*

# Overview

- What is the Kyle Mobility Plan?
- Timeline
- Recap from April Meeting
- Objectives Today
- Community Engagement Summary (2 Phases)
- Prioritized Projects
- Project Funding Matrix
- Recommended Policies

# Benefits of the Kyle Mobility Plan

- **What is the Kyle Mobility Plan (KMP)?**
  - The KMP is a document that establishes a vision for mobility and projects, programs, and policies to guide capital investments and development
- **Why is the KMP Important?**
  - Unified plan for infrastructure needed for development
  - Right-of-Way preservation, policies, and programs
  - CIP identification, prioritization, and funding strategy
- **What decisions does the KMP inform?**
  - Size and location of future thoroughfares
  - Intersection improvements
  - Pedestrian and bicycle facility locations and types
  - Potential future grant opportunities for outside funding

# Plan Name & History

2016




2021




2026

KYLE MOBILITY PLAN

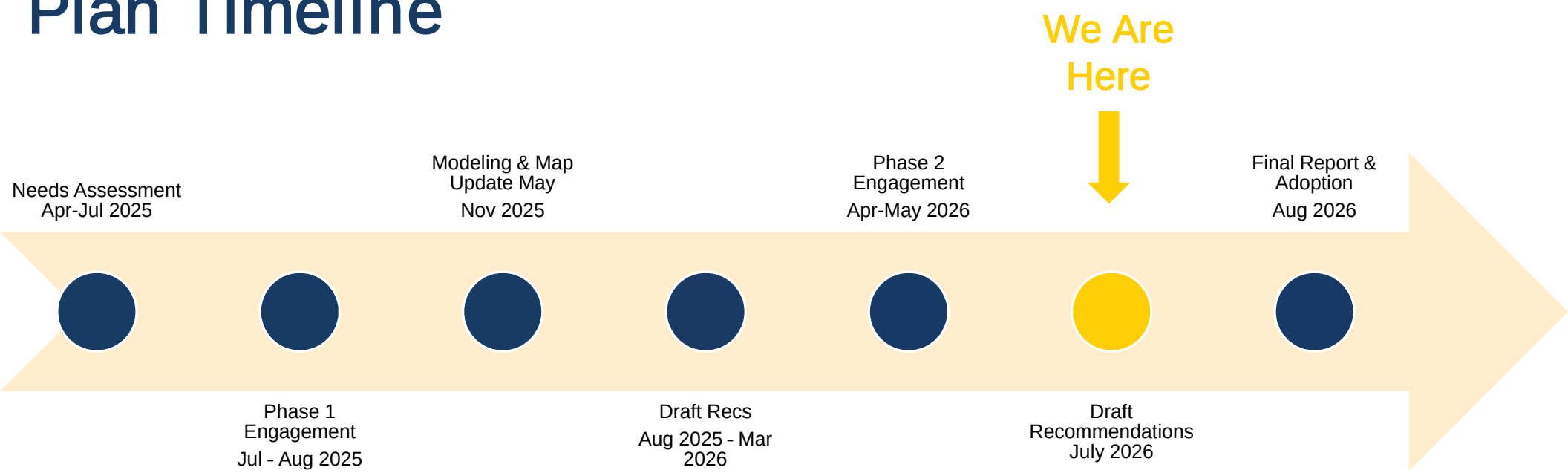
# Previous Council Action

- On April 1, 2025, City Council approved an agreement with The Goodman Corporation to develop a Transportation Master Plan for the City of Kyle in the amount of $500,000.
- On July 1, 2025, The Goodman Corporation presented their initial update on the Kyle Mobility Plan to City Council.
- On December 16, 2025, The Goodman Corporation presented an update pertaining to Phase 1 engagement summary and regional coordination efforts to City Council.
- On April 21, 2026, The Goodman Corporation presented the draft thoroughfare plan, draft bike plan, and draft context-sensitive cross sections to City Council.

# KMP Vision Statement

**The City of Kyle aspires to be the undisputed regional leader in vehicular, pedestrian and** multimodal mobility. The Kyle Mobility Plan establishes proactive strategies to address congestion, safety, and provide travel options for a thriving community.

# Plan Timeline



# Recap from April Meeting

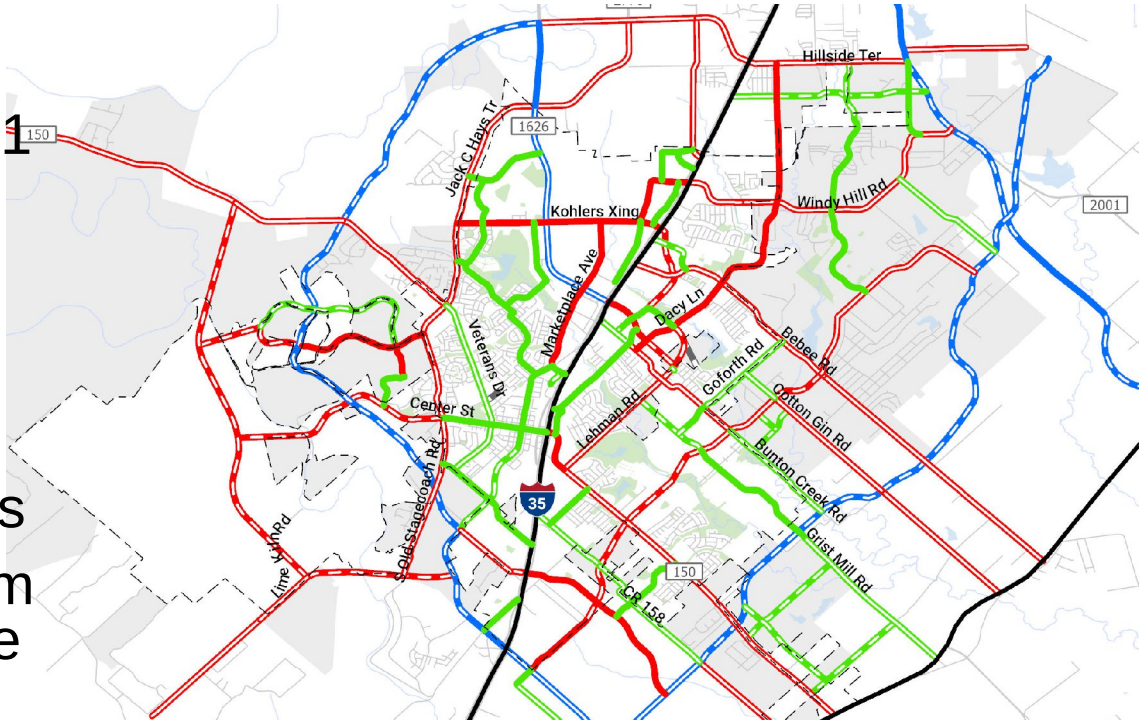
1. **Review Draft Thoroughfare Plan**
   - Basis for Roadway Projects
2. **Review Draft Bike Plan**
   - Basis for Multimodal Projects (Pedestrian and Bike)
3. **Street Cross Sections**
   - Used as basis in developing projects for completion of Thoroughfare Plan and identifying needed improvements

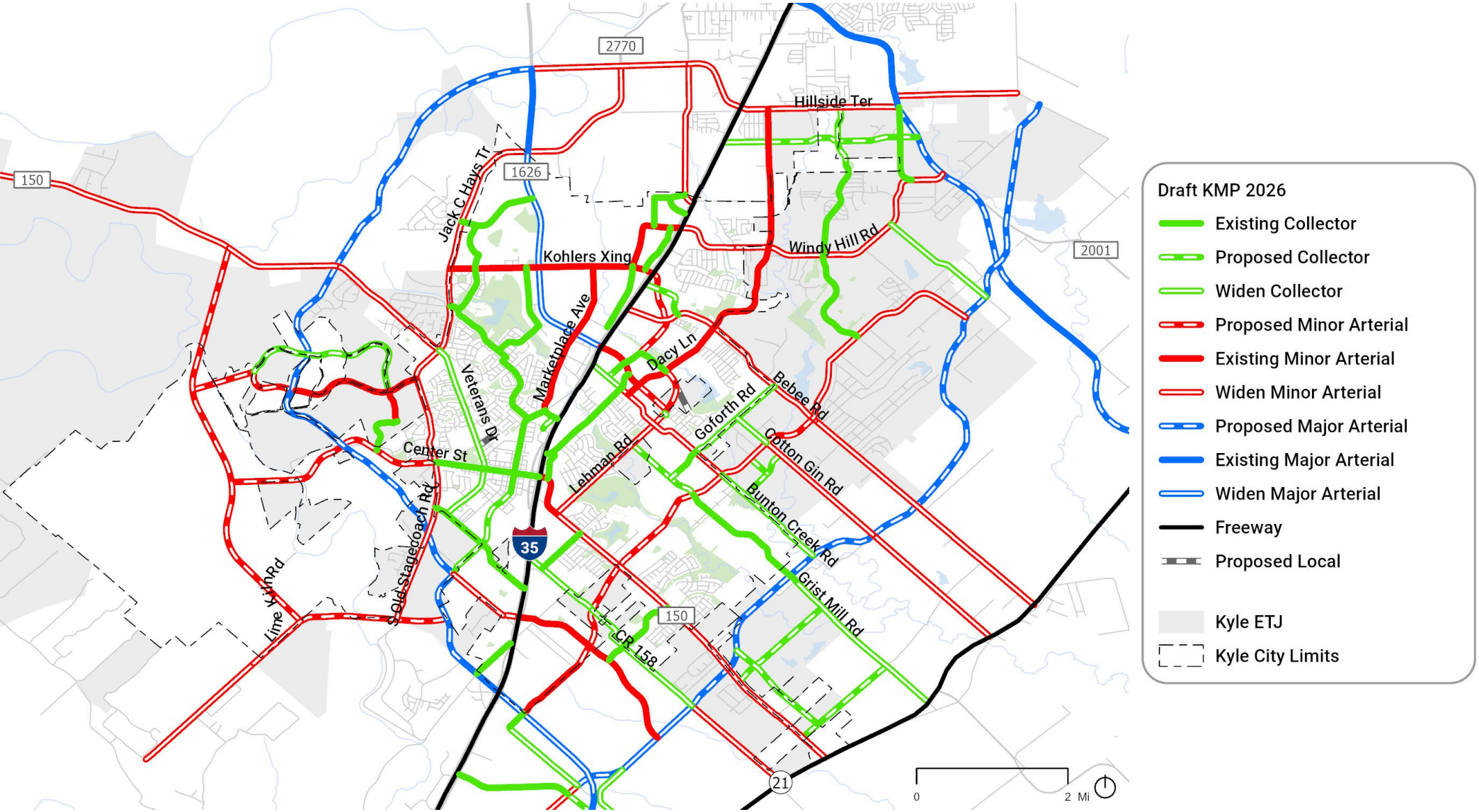
**All of these draft recommendations were presented to public for feedback during Phase 2 engagement**

# Thoroughfare Plan

## Draft Proposed Plan

- Added amendments since 2021 plan adoption
- Update roadway lanes status (ultimate, to be widened, or future alignment)
- Incorporated Hays County, TxDOT, and adjacent city plans
- Moved future I-35 crossing from CR 158 to Roland / Waterstone

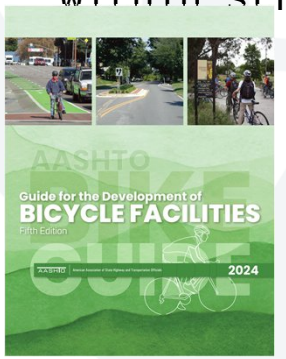



2770
Hillside Ter
150
1626
Jack C Hays Tr
Kohlers Xing
Windy Hill Rd
2001
Marketplace Ave
Dacy Ln
Veterans Dr
Bebee Rd
Goforth Rd
Center St
Lehman Rd
Cotton Gin Rd
Old Stagecoach Rd
Bunton Creek Rd
35
Lime Kiln Rd
Grist Mill Rd
150
CR 158
21
0
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Draft KMP 2026
Existing Collector
Proposed Collector
Widen Collector
Proposed Minor Arterial
Existing Minor Arterial
Widen Minor Arterial
Proposed Major Arterial
Existing Major Arterial
Widen Major Arterial
Freeway
Proposed Local
Kyle ETJ
Kyle City Limits

# Bike Plan vs. Vybe Trail

Bike Plan

- Purpose: Standalone shared use path (SUP) projects
- Design:
  - 10' SUP as the standard facility
  - Leverages the existing and proposed street network, independent of the Vybe Trail system
- ROW: Mobility focused improvements within street ROW





Source: AASHTO

Vybe Trail

- Purpose: Trail-oriented development
- Design:
  - 12' path system established in the prior plan and referenced in City's Code
  - Includes both on-street facilities and off-street trails along floodplains, parks, and other areas
  - Golf carts compatible

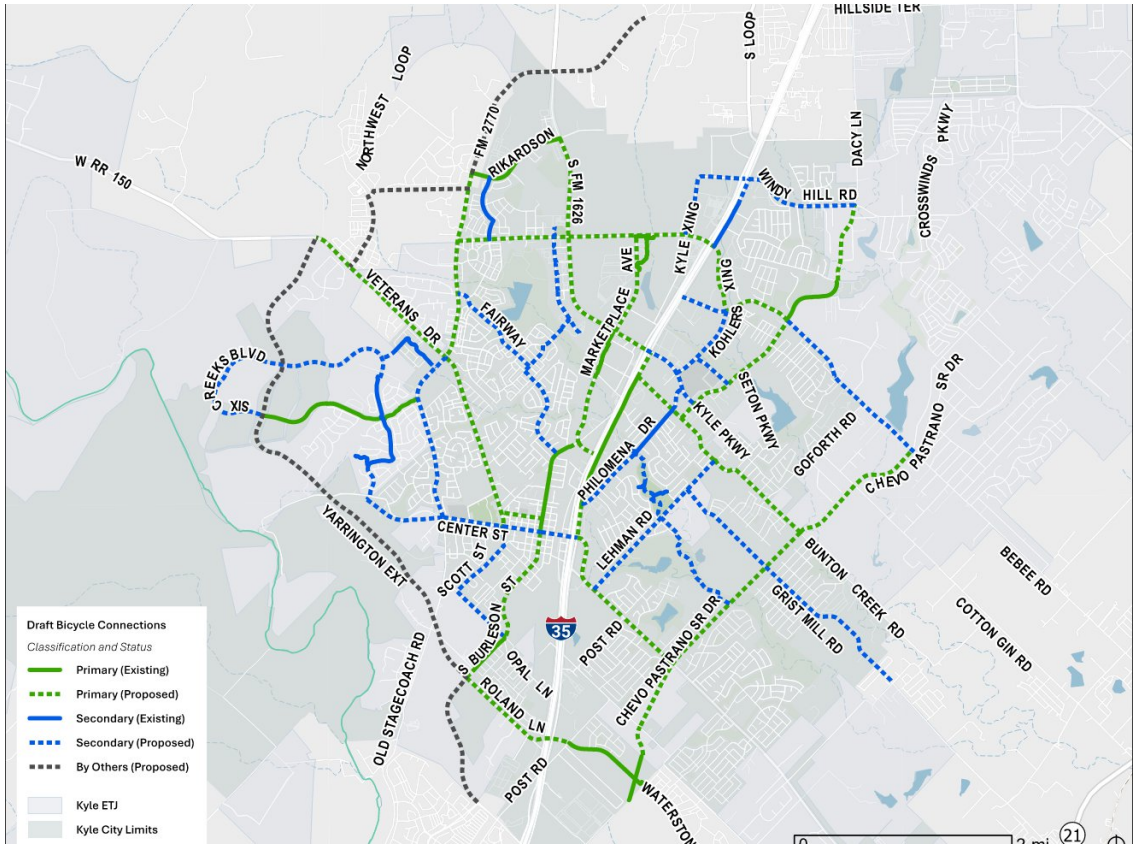
ROW: Located d along off-st

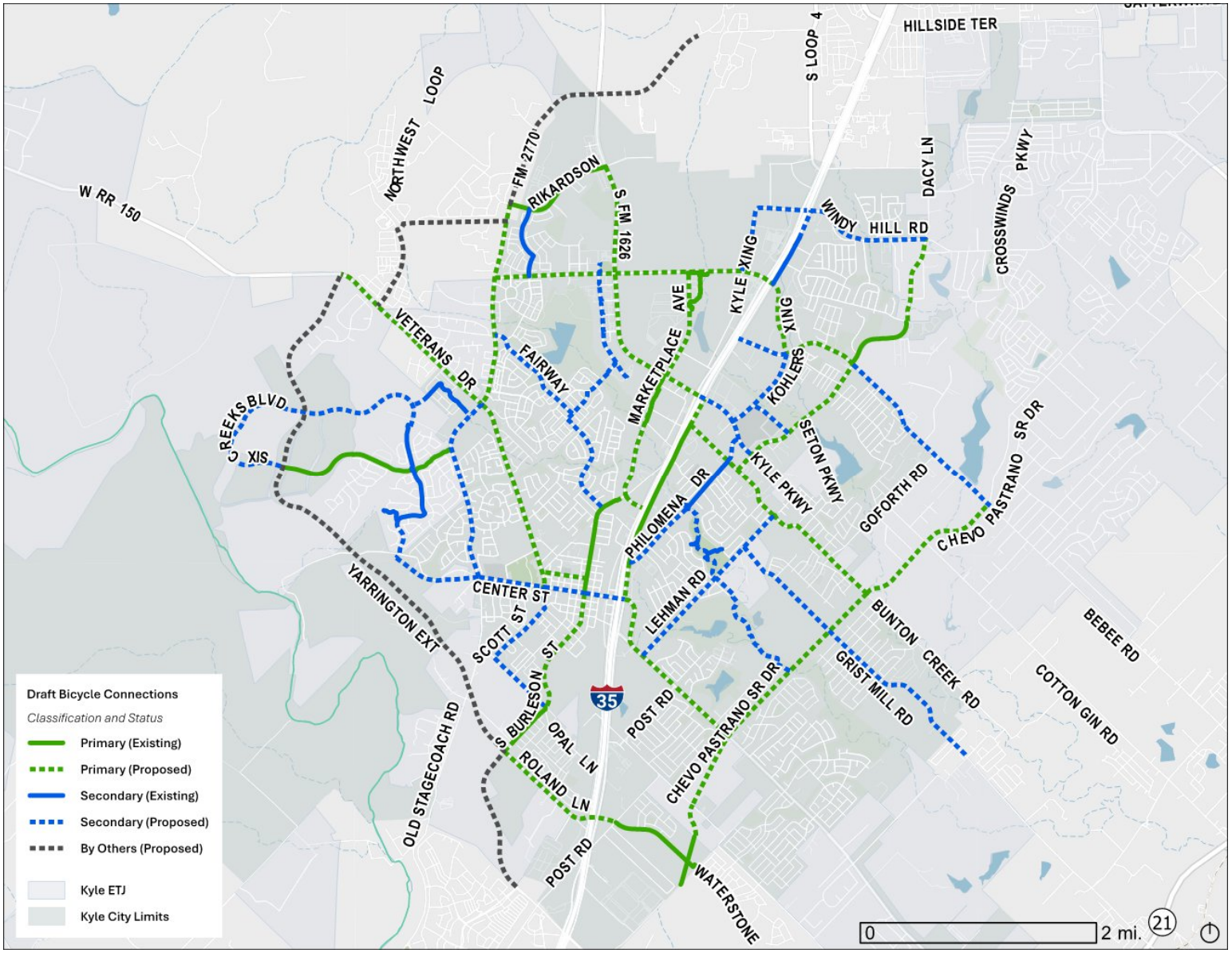

Source: Golf Cart King

# Bike Plan

## New Planning Document

- Will establish a primary and secondary priority network for bike facilities
- Primarily shared use paths
- Leverages existing infrastructure and planned paths from 2022 Bond
- **Goal: Complete and Connected**

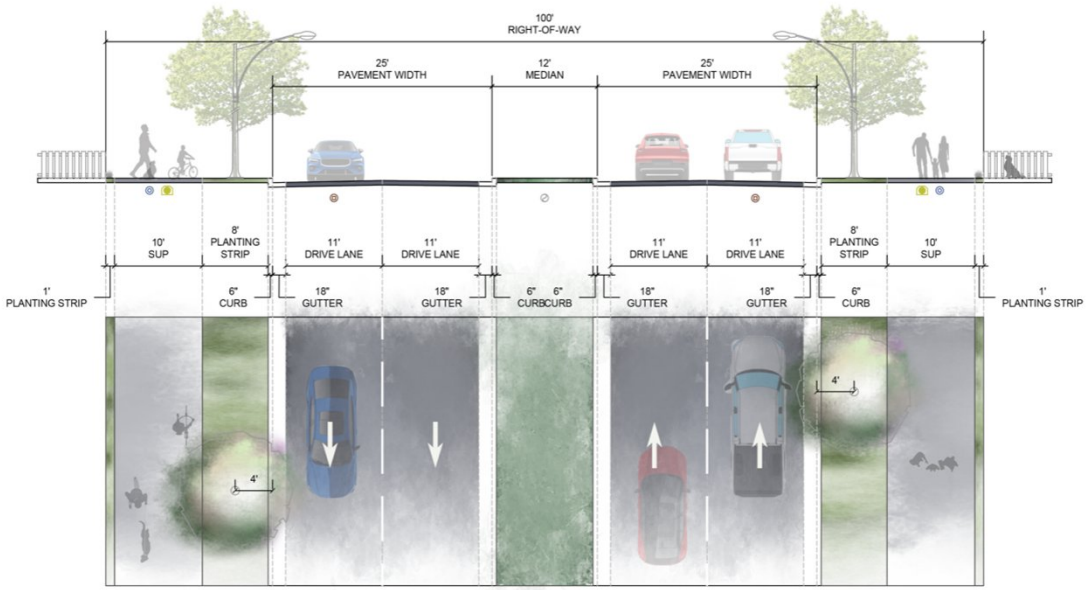



HILLSIDE TER
S LOOP 4
NORTHWEST LOOP
FM 2770
RIKARDSON
S FM 1626
W RR 150
DACY LN
CROSSWINDS PKWY
WINDY HILL RD
KYLE XING
VETERANS DR
FAIRWAY
MARKETPLACE AVE
KOHLERS
REEKS BLVD
SETON PKWY
KYLE PKWY
GOFORTH RD
CHEVO PASTRANO SR DR
PHILOMENA DR
YARRINGTON EXT
CENTER ST
LEHMAN RD
BUNTON CREEK RD
BEBEE RD
SCOTT ST
BURLESON ST
GRIST MILL RD
COTTON GIN RD
POST RD
OPAL LN
ROLAND LN
OLD STAGECOACH RD
WATERSTONE
35
Draft Bicycle Connections
Classification and Status
Primary (Existing)
Primary (Proposed)
Secondary (Existing)
Secondary (Proposed)
By Others (Proposed)
Kyle ETJ
Kyle City Limits
0
2 mi.
21

# Street Cross Sections

## Draft Recommendations

- Multimodal focused and showing utilities, lighting, trees, parking and other elements
- Basis for development driven projects

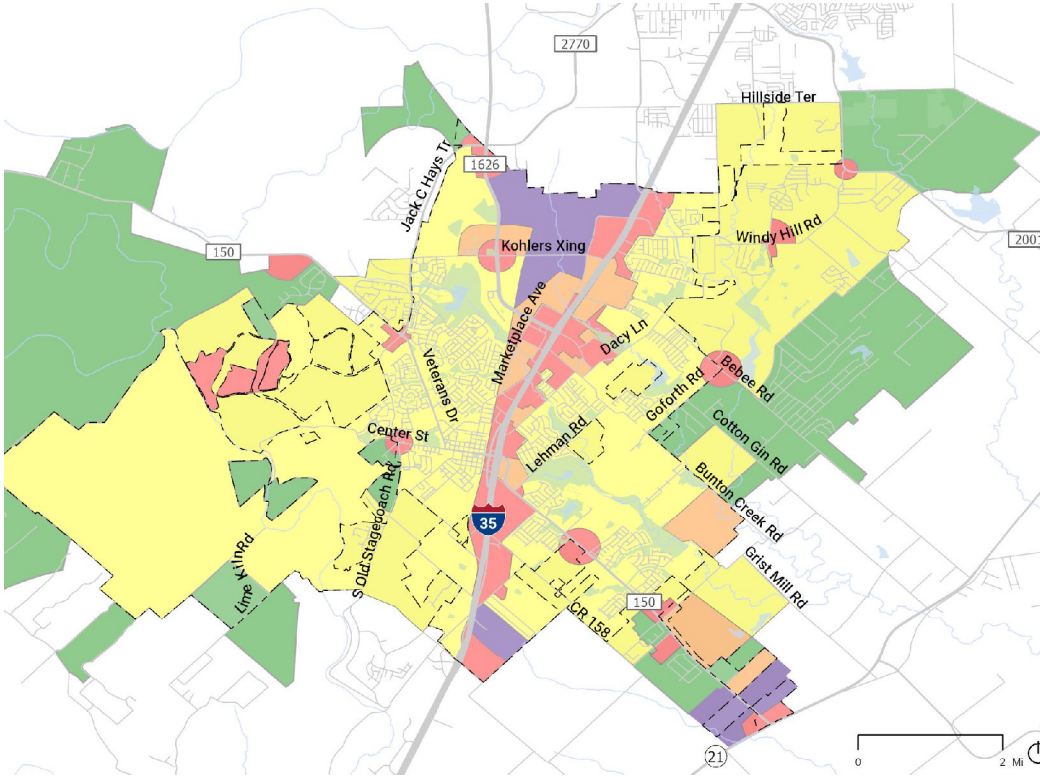



Minor Arterial – Suburban

# Street Cross Sections

## Context Sensitive Approach

- Context areas are based on Future Land Use Plan from Kyle 2030
- Integrates planning of the right-of-way with adjacent land uses and setbacks
- Considers drainage, parking needs, etc.



# Objectives Today

- Share Community Feedback on Priorities and Projects
- Receive Feedback on Projects and Prioritization Rankings
- Share Strategy for External Funding
- Receive Feedback on Recommended Policies

# Community Engagement Summary



# Phase 2 Engagement Activity

1. Public Meeting - April 22nd in the Library
2. Online Comment Period April 21st - May 31st
3. Kyle Fair Booth May 15th - 17th

**Total of 364 people engaged with across the 3 events**

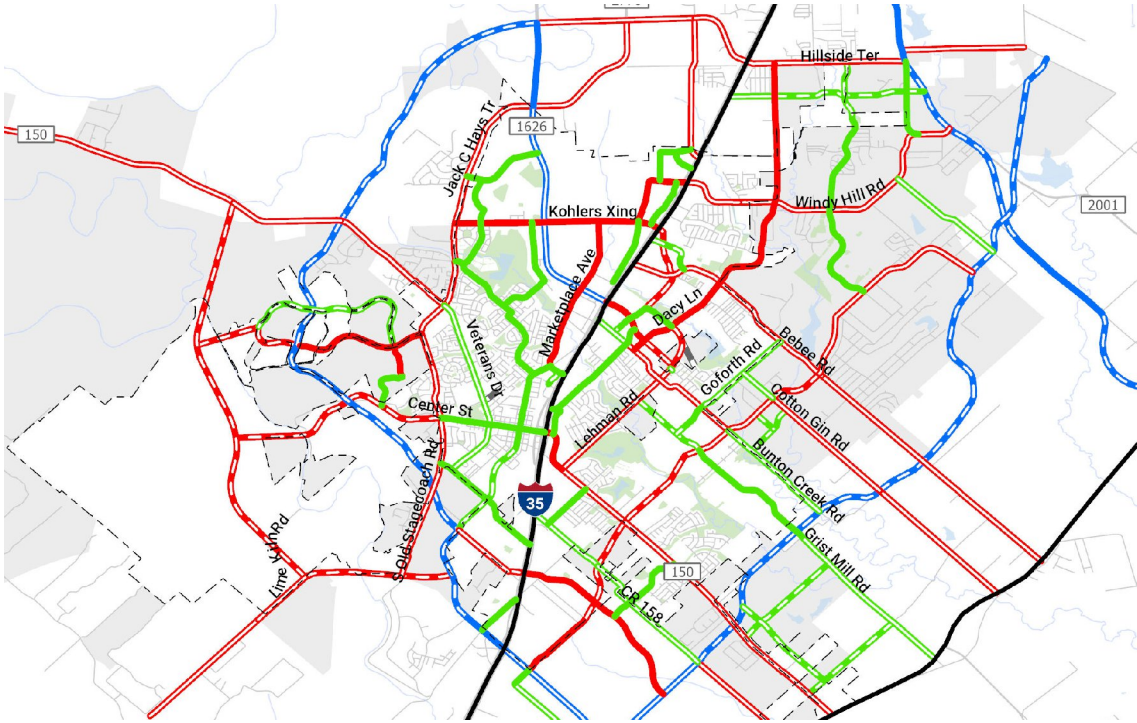
**Phase 1: 679 people engaged with in-person and virtually in Summer 2025**

# Engagement Feedback Themes

- Comments about several roadways being under capacity that are currently 2 lanes
- Intersection bottlenecks throughout the City of concern
- Desire for bike lanes or bike facilities throughout the City
- Comments on poor lighting where improvements needed
- Most frequent comments on corridors with 2022 Road Bond projects or TxDOT oversight: FM 150, Center Street, FM 1626, Old Stagecoach, Jack C Hays Trail

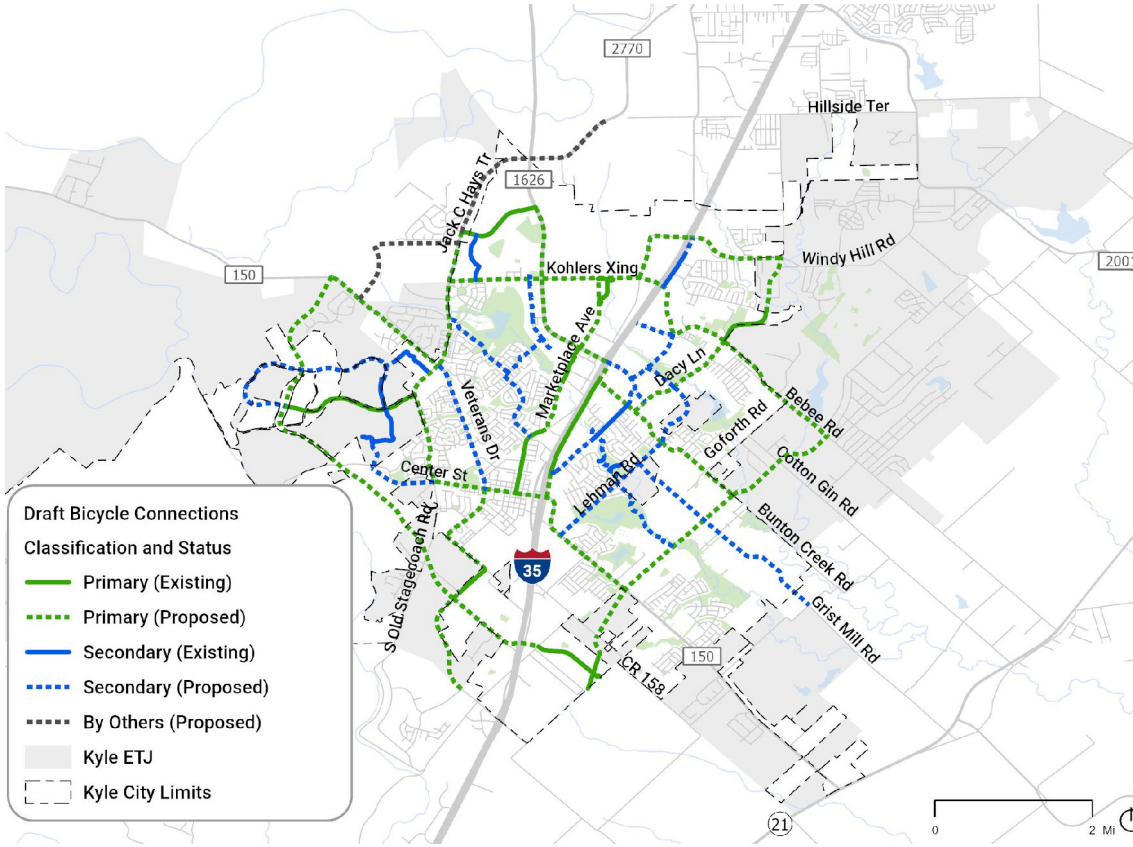
# Thoroughfare Plan Comments

- Support for crossings of the Blanco River on the West side, including proposed Arterial A
- Like the idea of an I-35 crossing between Center Street and FM 110
- Requests for expansions of existing 2 lane roads on east and west side of the City
- Displacement concern with placing new alignment roadways where they don't currently exist (Chevo Pastrano Sr. Pkwy, S Burleson St)



# Bike Plan Comments

- Comments of feeling unsafe on roadways that lack shoulders or explicit facilities for bikes
- Comments requesting sidewalks where they currently don't exist
- Desire for access to destinations such as retail (planned or existing), parks, and other destinations



# Project Prioritization - Feedback

## Sought Public Input on priority of each category

- **Safety – 26%**
  - Reduce crash rates, fatal and injury, and pedestrian and bike related
- **Mobility – 33%**
  - Improve congestion, focus on adding capacity for growth
- **Connectivity – 28%**
  - Proximity to destinations: Downtown, Schools, Healthcare, Parks, etc.
  - Does the project fill a gap or remove a barrier?
- **Accessibility – 13%**
  - Proximity to disadvantaged populations, those without access to a car, and Senior Citizens

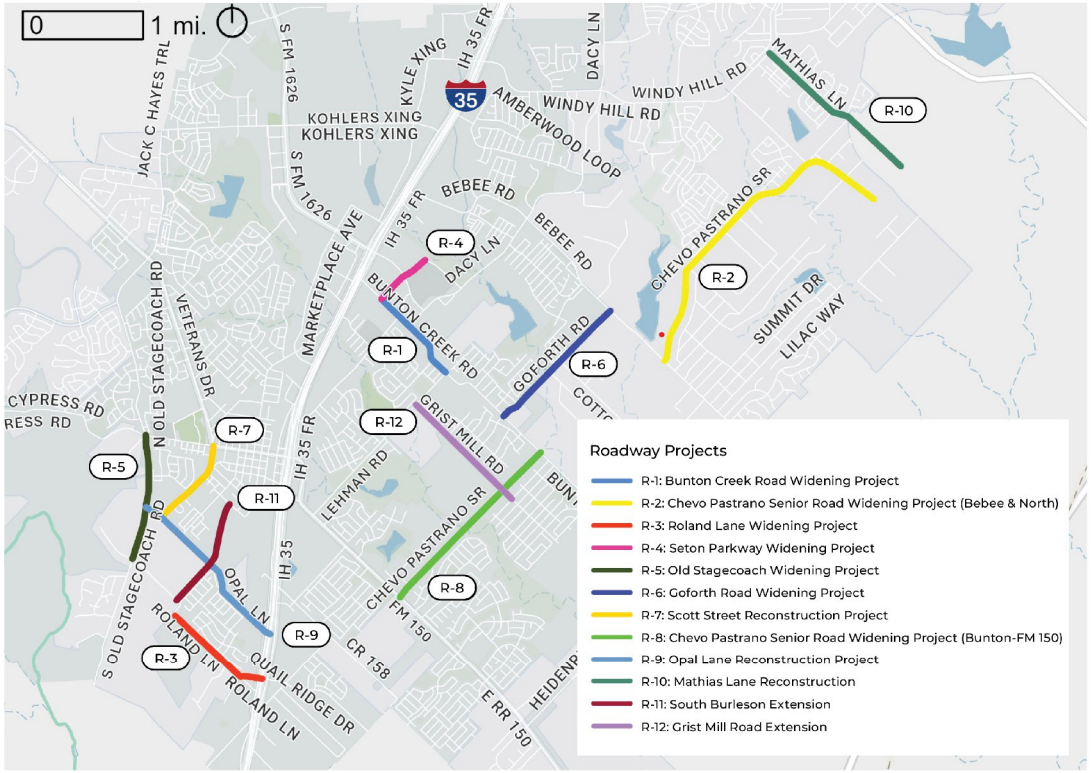
# Prioritized Projects

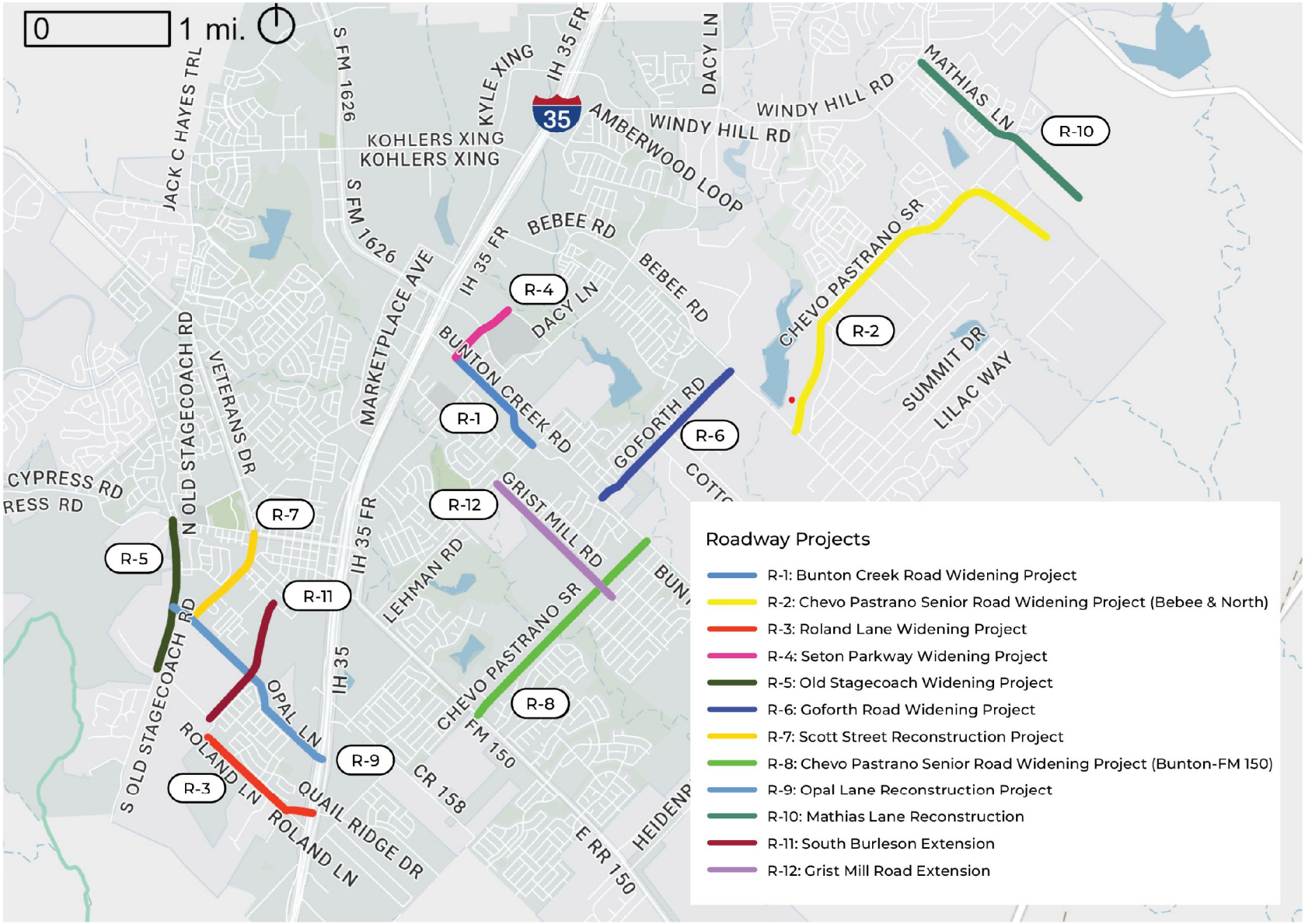


# Roadway Projects

## Proposed Projects

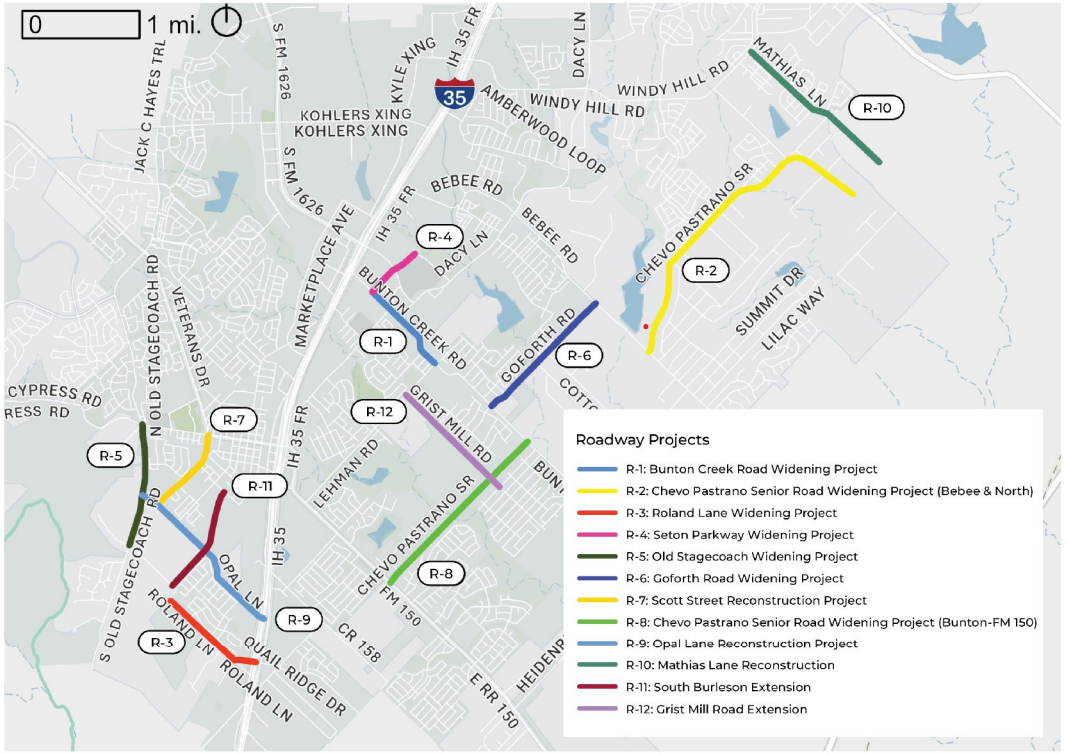
- Identified through screening process with staff
- Connect to ongoing investments for 2022 Road Bond and Hays County projects
- **Generally include widening, new alignment, multimodal facilities, and lighting**




0
1 mi.
JACK C HAYES TRL
S FM 1626
KYLE XING
IH 35 FR
DACY LN
WINDY HILL RD
MATHIAS LN
R-10
KOHLERS XING
KOHLERS XING
35
AMBERWOOD LOOP
WINDY HILL RD
BEBEE RD
BEBEE RD
MARKETPLACE AVE
IH 35 FR
R-4
DACY LN
CHEVO PASTRANO SR
R-2
SUMMIT DR
LILAC WAY
BUNTON CREEK RD
R-1
GOFORTH RD
R-6
VETERANS DR
N OLD STAGECOACH RD
CYPRESS RD
RESS RD
R-12
GRIST MILL RD
R-7
R-5
IH 35 FR
R-11
LEHMAN RD
S OLD STAGECOACH RD
OPAL LN
IH 35
CHEVO PASTRANO SR
R-8
FM 150
R-9
CR 158
R-3
ROLAND LN
QUAIL RIDGE DR
ROLAND LN
E RR 150
HEIDENR
Roadway Projects
R-1: Bunton Creek Road Widening Project
R-2: Chevo Pastrano Senior Road Widening Project (Bebee & North)
R-3: Roland Lane Widening Project
R-4: Seton Parkway Widening Project
R-5: Old Stagecoach Widening Project
R-6: Goforth Road Widening Project
R-7: Scott Street Reconstruction Project
R-8: Chevo Pastrano Senior Road Widening Project (Bunton-FM 150)
R-9: Opal Lane Reconstruction Project
R-10: Mathias Lane Reconstruction
R-11: South Burleson Extension
R-12: Grist Mill Road Extension

# Prioritization Results - Roadways

| Rank | Roadway | Limits | Description | # of Comments | Priority | City Limits? |
|---|---|---|---|---|---|---|
| R-1 | Bunton Creek Road | Future Seton Pkwy to Lehman | Widen to 4-Lane Minor Arterial | 5 | High | Yes |
| R-2 | Chevo Pastrano Sr. Pkwy | Bebee to Future Hays County East Side Corridor | Widen and Extend to 4-Lane Minor Arterial | 3 | Medium | ETJ |
| R-3 | Roland Lane | Main St to I-35 | Widen to 4-Lane Minor Arterial / I-35 Crossing | 2 | High | Yes |
| R-4 | Seton Pkwy | Bunton Creek to Dacy | Widen to 3-Lane Commercial Collector | 1 | Medium | Yes |
| R-5 | Old Stagecoach Rd | W Center St to Roland Ln | Widen to 4-Lane Minor Arterial | 6 | High | Partial |
| R-6 | Goforth Road | Bebee to Bunton | Widen to Collector | 0 | Medium | Yes |
| R-7 | Scott Street | W Center St to Opal Ln | New Alignment and Restripe 3-Lane Collector | 4 | High | Yes |
| R-8 | Chevo Pastrano Sr. Pkwy | Bunton Ln to FM 150 | New Alignment 4-Lane Minor Arterial | 1 | High | Yes |
| R-9 | Opal Lane | Old Stagecoach Rd to I-35 | Widen to Collector and Realign | 1 | Medium | Yes |
| R-10 | Mathias Lane | Windy Hill Rd to Hays County East Side Corridor | Widen to Collector | 4 | Low | ETJ/County |
| R-11 | South Burleson Extension | 3rd Street to Opal Lane | New Alignment Collector | 1 | Low | Partial |
| R-12 | Grist Mill Road | Lehman Road to Violet Lane | New Alignment Collector | 0 | Low | Partial |

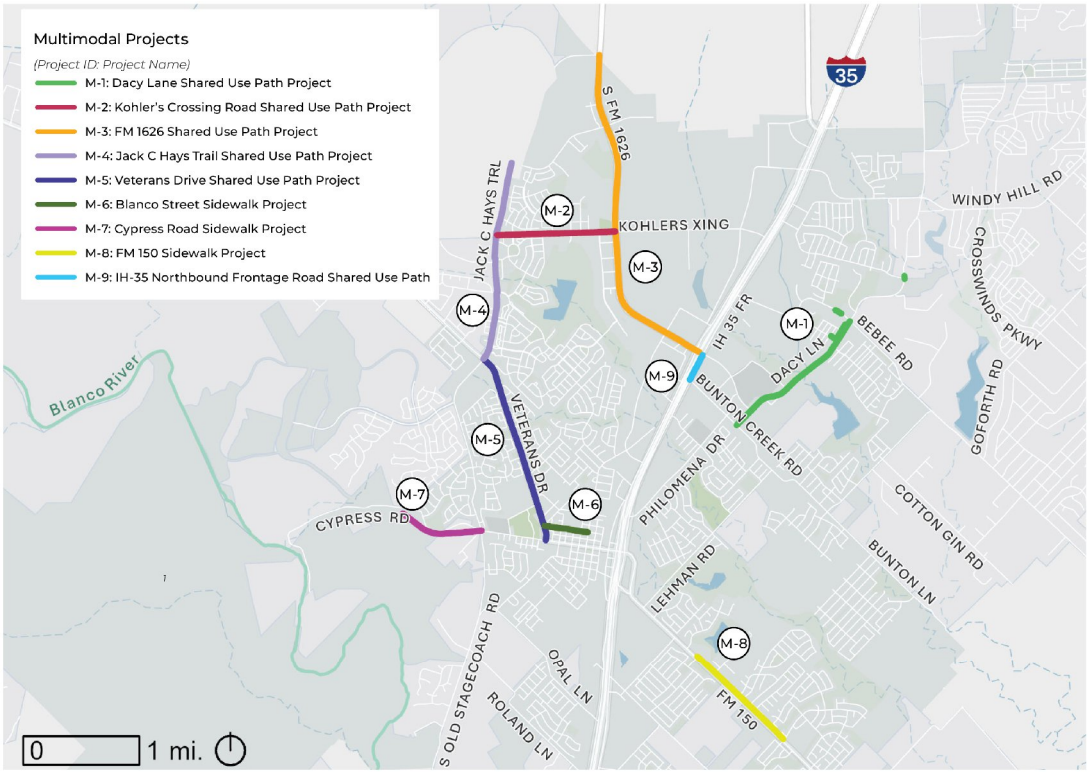


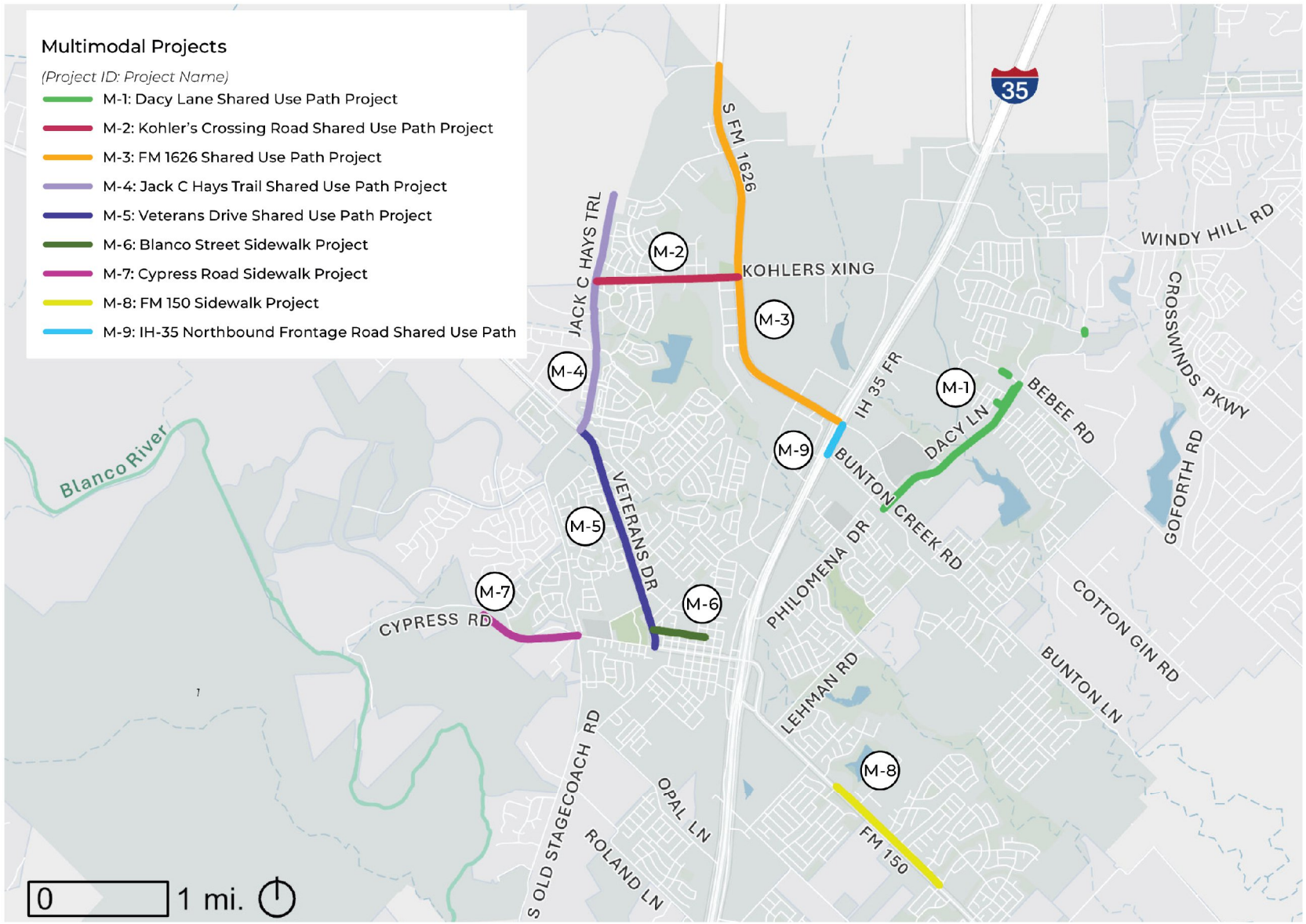

- Project rankings are based on need, analysis, and modeled traffic demands, not based on City limits vs. ETJ, feasibility
- Priority incorporates whether in City limits and feasibility

# Pedestrian and Bike Projects

## Proposed Projects

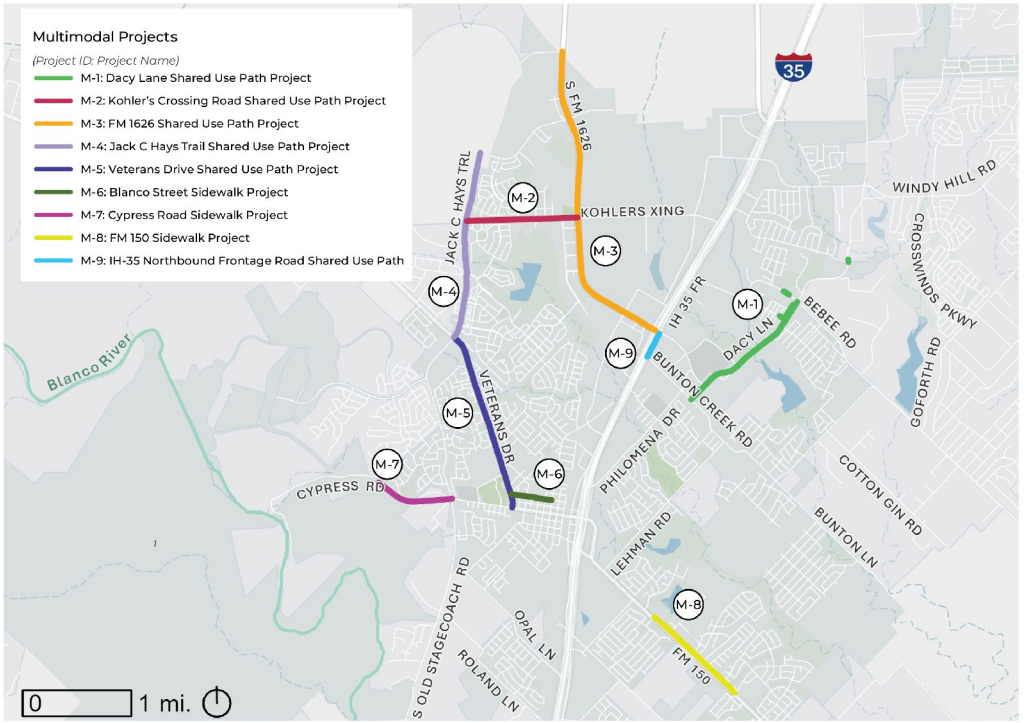
- Identified through screening process with staff
- Focus on primary network, sidewalk gap filling, and safe routes to school
- Include both new alignment sidewalks and shared use paths and crossing enhancements




Multimodal Projects
(Project ID: Project Name)
M-1: Dacy Lane Shared Use Path Project
M-2: Kohler's Crossing Road Shared Use Path Project
M-3: FM 1626 Shared Use Path Project
M-4: Jack C Hays Trail Shared Use Path Project
M-5: Veterans Drive Shared Use Path Project
M-6: Blanco Street Sidewalk Project
M-7: Cypress Road Sidewalk Project
M-8: FM 150 Sidewalk Project
M-9: IH-35 Northbound Frontage Road Shared Use Path
35
S FM 1626
JACK C HAYS TRL
KOHLERS XING
WINDY HILL RD
CROSSWINDS PKWY
IH 35 FR
BEBEE RD
DACY LN
BUNTON CREEK RD
GOFORTH RD
Blanco River
VETERANS DR
PHILOMENA DR
COTTON GIN RD
CYPRESS RD
LEHMAN RD
BUNTON LN
S OLD STAGECOACH RD
OPAL LN
ROLAND LN
FM 150
0
1 mi.

# Prioritization Results - Ped and Bike

| ID | Project Location | Limits | Description | # of Comments | Priority | City Limits? |
|---|---|---|---|---|---|---|
| M-1 | Dacy Lane | Bunton Creek to Bebee | Shared Use Path (East Side) | 0 | High | Yes |
| M-2 | Kohler's Crossing Road SUP | Jack C Hays Trl (FM 2770) to FM 1626 | Shared Use Path (South Side) | 4 | High | Yes |
| M-3 | FM 1626 | FM 2770 to I-35 | Shared Use Path (West Side) | 10 | High | Yes |
| M-4 | Jack C Hays Trail (FM 2770) | Veterans Drive to Rikardson | Shared Use Path (West Side) | 8 | Medium | County / Mountain City |
| M-5 | Veterans Dr | Old Stagecoach Rd to W Center St | Shared Use Path (East Side) | 2 | Medium | Yes |
| M-6 | Blanco St | Veterans to North Burleson St | Sidewalk Gap Fill | 0 | Medium | Yes |
| M-7 | Cypress Rd | Cold River Run to Old Stagecoach | Sidewalk Gap Fill | 0 | Low | Partial |
| M-8 | FM 150 | Lox to New Bridge Dr | Sidewalk Gap Fill | 2 | Low | Yes |
| M-9 | IH-35 NBFR | Bunton Creek Rd to Kyle Pkwy | Shared Use Path | 0 | Low | Yes |




- Project rankings are based on need, analysis, and modeled traffic demands, not based on City limits vs. ETJ, feasibility
- Priority incorporates whether in City limits and feasibility

# Project Funding Strategy



# Funding Matrix – Federal Funding Sources

| Entity | Grant Name |
|---|---|
| USDOT | Safe Streets and Roads for All (SS4A) Implementation Grant |
| USDOT | Safe Streets and Roads for All (SS4A) Demonstration Grant |
| USDOT | Better Utilizing Investments to Leverage Development (BUILD) Grant Program |
| USDOT | Nationally Significant Multimodal Freight & Highway Projects program (INFRA) |
| USDOT | Community Project Funding |
| FEMA | Building Resilient Infrastructure and Communities (BRIC) |

# Funding Matrix – State and Local Funding Sources

| Entity | Grant Name |
|---|---|
| TxDOT | Highway Safety Improvement Program (HSIP) |
| TxDOT | Transportation Alternatives (TA) |
| CAMPO | Category 2 - Metropolitan and Urban Area Corridor Projects |
| CAMPO | Category 7 - Surface Transportation Block Grant (STBG) |
| Local | City Bonds |

# Funding Matrix – Federal Funding Characteristics

| Entity | Grant Name | Characteristics |
|---|---|---|
| USDOT | Safe Streets and Roads for All (SS4A) Implementation Grant | • Funds construction of proven safety countermeasures |
| USDOT | Safe Streets and Roads for All (SS4A) Demonstration Grant | • Funds pilot projects, quick-build improvements, and testing of innovative safety strategies |
| USDOT | Better Utilizing Investments to Leverage Development (BUILD) Grant Program | • Award sizes usually range from $1 million to $ 25million |
| USDOT | Nationally Significant Multimodal Freight & Highway Projects program (INFRA) | • Award sizes usually range from $25 million to more than $100 million |
| USDOT | Community Project Funding | • Award sizes usually range from $1 million to $ 5million |
| FEMA | Building Resilient Infrastructure and Communities (BRIC) | • Awards up to approximately $20M per project |

# Funding Matrix – State and Local Funding Characteristics

| Entity | Grant Name | Characteristics |
|---|---|---|
| TxDOT | Highway Safety Improvement Program (HSIP) | • Funding usually $500k to $5 million |
| TxDOT | Transportation Alternatives (TA) | • Funding usually $250k to $25 million |
| CAMPO | Category 2 - Metropolitan and Urban Area Corridor Projects | • Award sizes from $2 million to $40 million |
| CAMPO | Category 7 - Surface Transportation Block Grant (STBG) | • Flexible federal transportation funding |

# Funding Matrix - Roadway Projects

| Project No. | Project Type | Project Name | TxDOT Highway Safety Improvement Program (HSIP) | Category 7 - Surface Transportation Block Grant (STBG) | Safe Streets and Roads for All (SS4A) Implementation Grant | Better Utilizing Investments to Leverage Development (BUILD) Grant Program | Building Resilient Infrastructure and Communities (BRIC) | Recommend High Priority List | Jurisdiction |
|---|---|---|---|---|---|---|---|---|---|
| R-1 | Roadway | Bunton Creek Road Widening Project | | ✓ | ✓ | ✓ | ✓ | ✓ | CL |
| R-2 | Roadway | Chevo Pastrano Senior Road Widening Project (Bebee & North) | | ✓ | ✓ | ✓ | ✓ | | OCL |
| R-3 | Roadway | Roland Lane Widening Project | | ✓ | ✓ | ✓ | ✓ | ✓ | CL |
| R-4 | Roadway | Seton Parkway Widening Project | | ✓ | ✓ | ✓ | ✓ | ✓ | CL |
| R-5 | Roadway | Old Stagecoach Widening Project | | ✓ | ✓ | ✓ | ✓ | | PCL |
| R-6 | Roadway | Goforth Road Widening Project | ✓ | ✓ | ✓ | ✓ | ✓ | | CL |
| R-7 | Roadway | Scott Street Reconstruction Project | | ✓ | ✓ | ✓ | ✓ | | CL |
| R-8 | Roadway | Chevo Pastrano Senior Road Widening Project (Bunton-FM 150) | | ✓ | ✓ | ✓ | ✓ | ✓ | CL |
| R-9 | Roadway | Opal Lane Reconstruction Project | | ✓ | ✓ | ✓ | ✓ | | CL |
| R-10 | Roadway | Mathias Lane Reconstruction | | ✓ | ✓ | ✓ | ✓ | | OCL |
| R-11 | Roadway | South Burleson Extension | | ✓ | ✓ | ✓ | ✓ | | PCL |
| R-12 | Roadway | Grist Mill Road Extension | | ✓ | ✓ | ✓ | ✓ | | PCL |

***Table Legend***

- ✓ Potential Funding Source
- ✓ Potential Funding Source - May Require Scope Adjustment
- Competitive Funding Opportunity
- Applicable Funding Opportunity
- **CL** City Limits
- **PCL** Partially in City Limits
- **OCL** Outside of City Limits

# Funding Matrix - Multimodal Projects

| Project No. | Project Type | Project Name | TxDOT Highway Safety Improvement Program (HSIP) | Category 9 - TxDOT Trans-portation Alternatives (TA) | Category 2 - Metropolitan and Urban Area Corridor Projects | Category 7 - Surface Transporta-tion Block Grant (STBG) | Safe Streets and Roads for All (SS4A) Im-plementation Grant | Nationally Significant Multimodal Freight & Highway Projects program (INFRA) | Recommend High Priority List | Jurisdiction |
|---|---|---|---|---|---|---|---|---|---|---|
| M-1 | Multimodal | Dacy Lane Shared Use Path Project | ✓ | ✓ | | ✓ | ✓ | | ✓ | CL |
| M-2 | Multimodal | Kohler's Crossing Road Shared Use Path Project | ✓ | ✓ | | ✓ | ✓ | | ✓ | CL |
| M-3 | Multimodal | FM 1626 Shared Use Path Project | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | CL |
| M-4 | Multimodal | Jack C Hays Trail Shared Use Path Project | ✓ | ✓ | | ✓ | ✓ | | | OCL |
| M-5 | Multimodal | Veterans Drive Shared Use Path Project | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | CL |
| M-6 | Multimodal | Blanco Street Sidewalk Project | ✓ | ✓ | | ✓ | ✓ | | | CL |
| M-7 | Multimodal | Cypress Road Sidewalk Project | ✓ | ✓ | | ✓ | ✓ | | | PCL |
| M-8 | Multimodal | FM 150 Sidewalk Project | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | CL |
| M-9 | Multimodal | IH-35 Northbound Frontage Road Shared Use Path | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | CL |

***Table Legend***

- ✓ Potential Funding Source
- ✓ Potential Funding Source - May Require Scope Adjustment
- Competitive Funding Opportunity
- Applicable Funding Opportunity
- **CL** City Limits
- **PCL** Partially in City Limits
- **OCL** Outside of City Limits

# Supportive Policies & Programs



# Policy Recommendation - Intersections

## Existing Policy

- “Roundabouts First”
- Default intersection type is a roundabout
- Requires an exclusion to build anything other than a roundabout at arterial and collector intersections

## Recommendations

- Implement an “Intersection Alternatives Analysis” requirement for traffic control and capacity enhancements
  - **Passed via Ordinance at 6/16 Council Meeting**
- Does not preclude roundabouts, but considers impacts, operational and safety performance

# Policy Recommendation – Right of Way

## Existing Policy

- Right of Way requirements do not match TMP cross sections
- Current policy does not make it clear when development does not have to cross a “barrier” – natural or manmade
- Additional right-of-way at intersections required is currently undefined

## Recommendations

- Align Code / UDC right-of-way with KMP sections
- Make clear the need for connectivity on Thoroughfare Plan roadways or development oriented new roadways through TIA
- Require additional right-of-way at intersections with specific additional width and distance from intersecting right-of-way corners

# Policy Recommendation - Shared Use Paths

## Existing Policy

- Unclear in the Code the difference between a Vybe Trail and a Shared Use Path
- Crossings of streets for Vybe trail require grade separation

## Recommendations

- Clarify where standards apply for 10’ wide shared use paths (as shown in Bike Plan – for mobility)
- Make clear criteria for safe crossings of both Shared Use Paths at midblock and intersection locations for infrastructure

# Sustainability

- Travel options will help create mode shift and reduce emissions
- Green infrastructure now specified in the roadway cross sections and context sensitive including:
  - Street Trees on some cross sections
  - Safety buffers
  - Medians
  - Landscaping
  - Drainage Channels
- Reduced lane widths have significant environmental benefits:
  - Less impervious cover and runoff
  - More space for green space and water quality or drainage capacity

