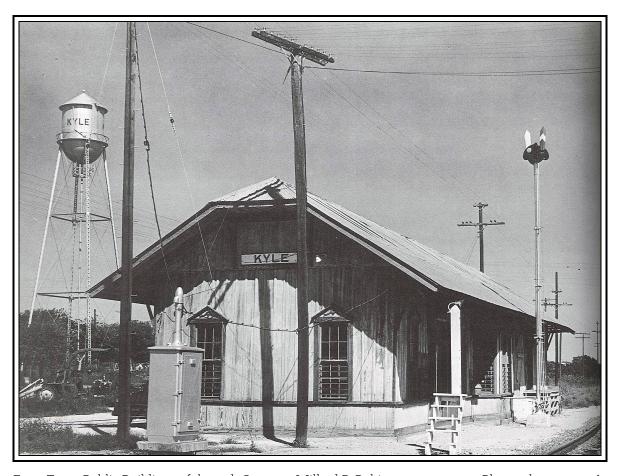
# MASTER PLAN

for Restoration of the

# Historic Kyle Depot

100 N. Front Street Kyle, Texas 78640



From <u>Texas Public Buildings of the 19th Century</u>, Willard B. Robinson.

Photo taken ca. 1940's

Architects
Clayton&Little
July 12, 2011

# MASTER PLAN

for Restoration of the Historic Kyle Depot

Built ca. 1917 100 N. Front Street Kyle, Texas 78640

# Architects Clayton&Little

1001 East 8th Street Austin, Texas 78702 512 477 1727 www.claytonandlittle.com July 12, 2011

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### **SUMMARY**

The Historic Kyle Depot sits literally front and centerøat the corner of Front and Center Streets in Kyle, Texas. Its prominent location at the gateway to historic downtown Kyle provides the perfect opportunity to enhance this unique building and site and to emphasize its connection to visitors and citizens entering the community. The Depot building is a unique reminder of the history of the railroad in Texas and stands as a largely intact historically significant element of Texas architecture. It is the intention of the Kyle Depot Committee to pursue listing the Depot on the National Register of Historic Places. Restoration of the Kyle Depot will become not only a prominent icon of the Kyle community, but will serve as an educational center and reminder of the small Texas town that Kyle once was.

## SITE CONSIDERATIONS

The Master Plan vision for the site improvements involves beautification along Center Street, with utility line relocation, installation of new sidewalk, benches and landscaping. We also recommend taking advantage of the two beautiful oaks to the north of the Depot to create a community plaza, with a future public restroom building and restored Caboose for public use and enjoyment. This plaza area could become a gathering place for a variety of community events and uses.

Our Master Plan approach involves cooperative efforts between the adjacent property owners which include Texas Department of Transportation (TxDOT) as well as Union Pacific Railroad. We have received approval from TxDOT for a new sidewalk in their right-of-way along Center Street to tie into the existing Kyle street improvements. It is our recommendation to install a portion of new railroad tracks immediately adjacent to the east side of the Depot, simulating original track locations. We recommend relocating the existing Caboose onto those new tracks just to the north of the Depot to become anchor to a community plaza with future restroom building. These recommendations are depicted in our proposed Site Plan. Negotiations with Union Pacific and interpretation of the current lease agreement will be required for the proposed use of the land. We are also recommending coordination with the Pedernales Electric Cooperative (PEC) to relocate the existing overhead electrical service to a more visually discreet location.

### RESTORATION PHILOSOPHY

Our approach to the restoration of the Kyle Depot is to create the most authentic example of the original building as evidence provides.

This includes removal of non-original components such as the west facing dormer, the north facing chimney and the second level at the interior. The building will be lowered to its original height above grade and a metal roof matching historic photographic evidence will be installed.

We are fortunate that so much of the original exterior material is intact, even though much of the siding, trim and windows have weathered significantly. All wood elements will be restored when possible, and replicated only as needed.

The west façade will receive the addition of a replica of a freight ramp (per historic photographs of similar depots) which will also serve as the accessible path to the north end of the structure.

It will be necessary to the building to be vacated for the duration of restoration.

## **PROGRAM ANALYSIS**

We have conducted planning sessions with the Kyle Depot Committee and representative of the City Council and Kyle Chamber of Commerce. It has been decided that the north portion of the Depot (originally the Freight Room) will be planned for use by the chamber of Commerce offices. A portion of this area will be dedicated to restrooms and break room. The southern portion of the building will be dedicated to the Visitors Center and Museum use.

## ANALYSIS OF EXISTING CONDITIONS

We have measured and drawn the existing conditions of the Depot. Structural assessment of existing and proposed conditions has been performed by Jaster-Quintanilla & Associates, Inc. Preliminary recommendations have been provided in written format for the proposed restoration. An assessment of Mechanical, Electrical and Plumbing conditions and proposed solutions has been performed by Arizpe Engineers. Reports of these consultant firms are included in the Master Plan and were used in preparing the cost Estimate.

### COST ESTIMATE

Included in this Master Plan Report is a preliminary Cost Estimate prepared by HS&A Project Management. This is based upon conceptual design ideas represented in the drawings included in this Report and is divided into the three basic categories of work as it could be divided if necessary to phase the restoration:

- 1. Stabilization with Dry-In
- 2. Exterior Restoration
- 3. Interior and Site (enhancement and accessibility)

# **DISCOVERY**

It must be noted that the Master Plan Proposed Design and Cost Estimate are based upon existing visible conditions and therefore are based upon many assumptions. We anticipate a deliberative process during the important selective demolition phase of this project in hopes of discovering ghosted images of original locations of original elements such as walls, cabinetry and other historic details. The process of restoration is handled with care and precision and requires qualified, skilled construction personnel. We anticipate learning much more about the original conditions of the Depot during restoration that will guide the project team to the most accurate end result. As we move through the process, the drawings and cost estimate will be adjusted accordingly.

## **MASTER PLAN: PHASING PLAN**

Vacate building prior to start of work.

# Phase 1: Stabilization with Dry-in

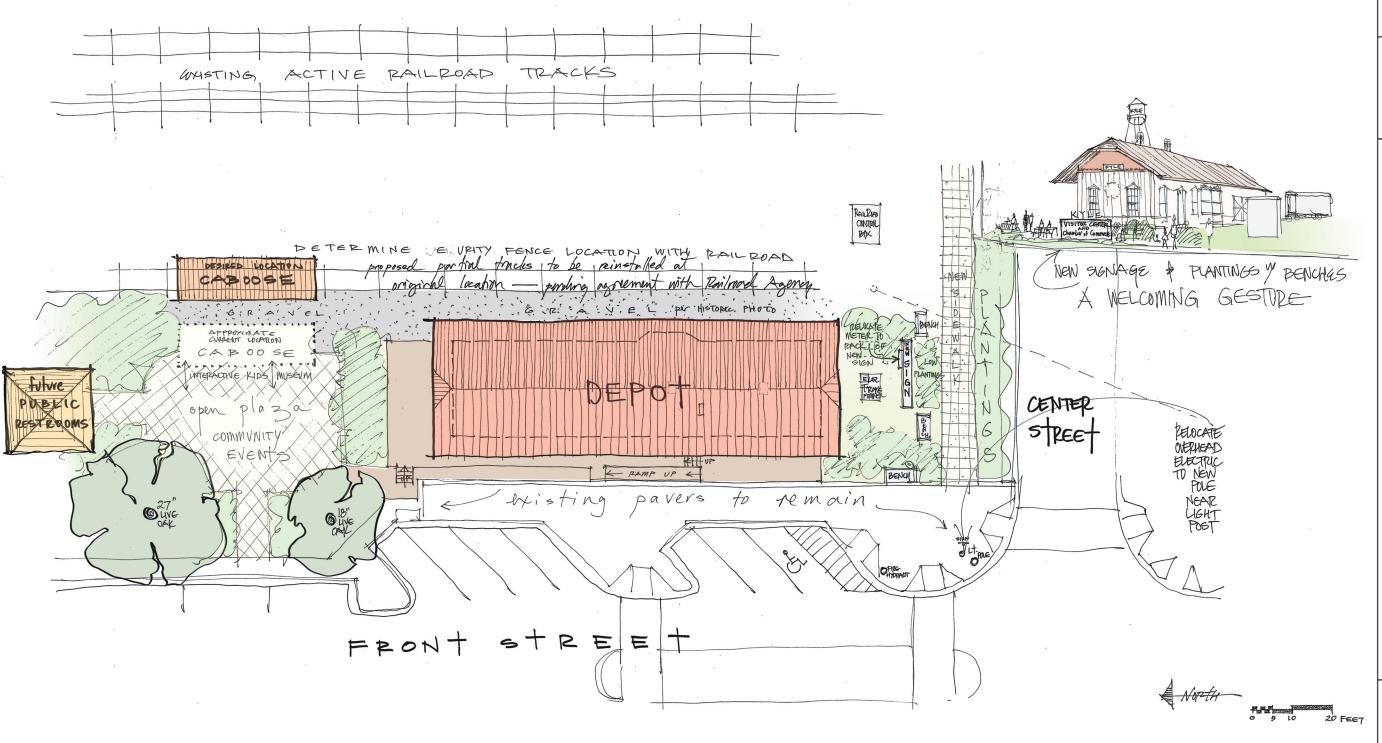
- A. Shore existing building and construct new foundations.
- B. Remove chimney and fireplace, and lower building to new foundation.
- C. Cover window and door openings for weather protection.
- D. Remove upper level with selective interior demolition.
- E. Remove dormer and install new roof and deck
- F. Build 2 new brick chimneys (attic up).
- G. Replace roof.

## Phase 2: Exterior Restoration

- A. Repair/replace rotten wood, trim and siding.
- B. Windows and Doors
  - 1. Repair existing windows and doors to remain.
  - 2. Frame and fabricate new exterior sliding door.
- C. Paint Exterior.
- D. Install new gutters and downspouts.

# Phase 3: Interior Finish-Out & Site (enhancement & accessibility)

- A. New interior construction and restoration.
  - 1. New electrical and plumbing systems.
  - 2. New HVAC system.
  - 3. New wall framing, restrooms and finishes.
- B. New platform and accessible ramp.
- C. Site improvements, community plaza and restroom outbuilding.
- D. Relocated caboose on new tracks (pending Union Pacific approval).



# Architects Clayton&Little

1001 East 8th Street Austin, Texas 78702 512 477 1727

www.clayton and ittle.com

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### PRELIMINARY NOT FOR CONSTRUCTION

This drawing was prepared under the supervision of Paul Clayton It is not to be used for regulatory approval, permitting, or

construction purposes.

# Master Plan for Restoration The Historic Kyle Depot

100 N. Front Street Kyle, Texas 78640

July 12, 2011

PROPOSED MASTER PLAN

# Architects Clayton&Little

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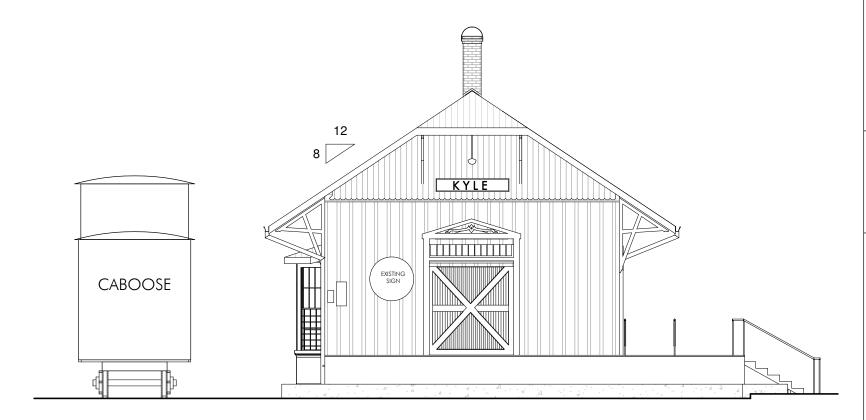
# Master Plan for Restoration The Historic Kyle Depot

100 N. Front Street Kyle, Texas 78640

July 12, 2011

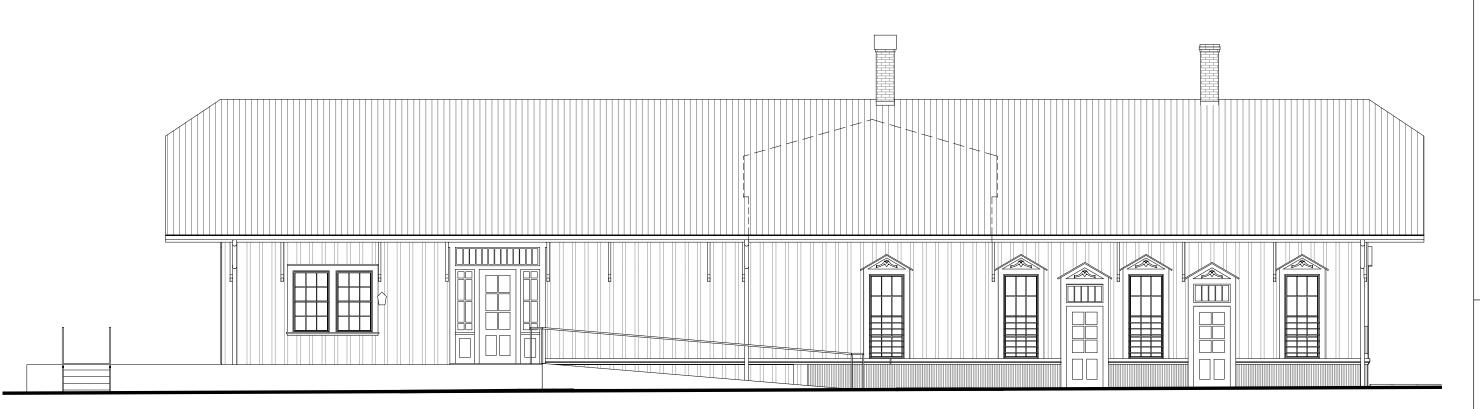
PROPOSED FLOOR PLAN





KYLE DEPOT - 2011

1 PROPOSED NORTH ELEVATION



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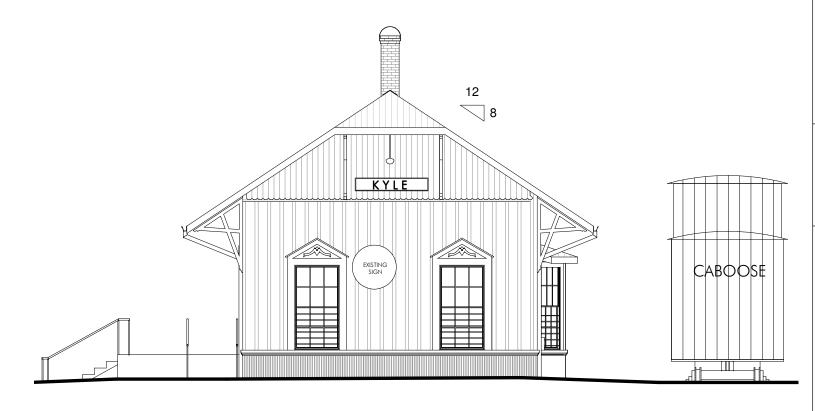
PRELIMINARY NOT FOR CONSTRUCTION

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Master Plan for Restoration The Historic Kyle Depot

July 12, 2011

ELEVATION SHEET 1



KYLE DEPOT - CA. 1940'S
SOUTHEAST CORNER



 $2 \hspace{-0.1cm} \begin{array}{c} PROPOSED \hspace{-0.1cm} EAST \hspace{-0.1cm} ELEVATION \end{array}$ 

# **Architects** Clayton&Little

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The Historic Kyle Depot Master Plan for Restoration

100 N. Front Street, Kyle, Texas 78640

July 12, 2011

ELEVATION SHEET 2



Photographs by Todd Webb, Text by Willard B. Robinson, <u>Texas Public Buildings of the 19th Century,</u> Plate 67. Missouri Pacific Railroad Station, Kyle, Hays County (late 1800's) Architect Unknown Overall View



Southwest View 2011



Southwest View 2011



Southeast View 2011





East View 2011

# **Architects** Clayton&Little

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# The Historic Kyle Depot Master Plan for Restoration

100 N. Front Street Kyle, Texas 78640

July 12, 2011

PHOTOGRAPH ANALYSIS

1608 WEST 6TH STREET, AUSTIN, TEXAS 78703 512 474.9094 PHONE JQENG.COM

### HISTORIC KYLE DEPOT

Master Plan Structural Narrative Jaster-Quintanilla & Associates, Inc.

The Historic Kyle Depot building consist of a single level structure, with a partial second level built over the new Railroad Museum and African American History Room. The roof, second level, lower level and walls are wood framed. The structure is raised above existing grade and supported primarily by concrete masonry units which appear to rest on grade.

### STRUCTURAL SCOPE

We understand that proposed items that may affect structural portions of the work include the following:

- 1. New foundation design to accept lowered building.
- 2. New roof trusses where existing second floor is to be removed.
- 3. New chimney from attic extending thru roof.
- 4. Reinforcement of existing roof and wall framing, where required.
- 5. Reinforcement of lower level framing to accept new walls and where required.
- 6. New/modified exterior platform/deck to include foundation and framing.
- 7. Support for new mechanical equipment in attic, if required.

Regarding the new foundation design we will provide a continuous grade beam founded below grade, and located beneath all exterior walls of the structure. In addition, interior spread footings will be located as required to support concentrated loads or changes in lower level floor elevation. All framing will be anchored to new foundation to provide adequate load transfer for gravity loads as well as lateral and uplift loads. As the building is lowered the Railroad Museum, The African American History Room and the Visitor Center will essentially be at grade and will likely necessitate excavation of a crawl space. We will lower the footings in this area to accommodate the crawl space.

Where the second floor is removed, we will review and analyze existing walls at the Railroad Museum to confirm structural integrity due to loss of lateral bracing from the second floor. We will also design and/or specify new roof trusses/framing where the second floor is removed. All framing will be analyzed to conform with current building code gravity, lateral and uplift requirements.

The new chimney will require new openings thru roof and analysis of attic framing to support weight of chimney. We will analyze existing framing and specify reinforcing requirements.

We will review existing roof, wall and lower level framing for proposed usage and confirm that framing is in compliance with current building code gravity, lateral and uplift requirements. This will include analysis of attic framing to support new mechanical equipment.

HISTORIC KYLE DEPOT 2

Master Plan Structural Narrative Jaster-Quintanilla & Associates, Inc.

The new and modified exterior platform and ramp will be framed out of wood and likely supported by concrete spread footings. The intent is to reuse as much salvage material as possible from the demolition of the existing wood deck.

# ARIZPE

Project: Kyle Depot	Date: <u>May 13, 2011</u>
Project No.: P-1021	
Location: Kyle, Texas	Client: Clayton-Little Architects
Re: MEP Preliminary Narrative	

### **Outside Air**

The small amount of outside air required to meet ASHRAE 62.1 requirements will be mixed with the return air before entering the air handlers. The fresh air will be ducted as follows:

Chamber of Commerce Offices (Zone 1) - A package heat pump unit will be provided with fresh air intake and air return dampers to manually control the fresh air intake.

Railroad Museum, African American History Room, Visitor Center, Rest Rooms and the rest of the Southern part of the building (Zone 2) - The fresh air will come through a wall mounted louver located above the restrooms in the west exterior wall. The fresh air will be ducted from the wall mounted louver to the return side of the air handler located in the attic space above the restrooms.

The ductwork will be externally insulated to avoid condensation that could create microorganism and rot. The ductwork in the attic will be protected from physical damage.

# **Conditioning Air (Temperature Control)**

There will be one (1) package DX heat pumps unit and one (1) split system DX heat pump to provide temperature control both temperature zones in the building. Auxiliary electric heaters will be used if required based on heat load calculations.

To condition Zone 2, the existing air handler and condensing unit will be replaced with a new split system air handler and condensing unit. The DX split heat pump system will condition the Railroad Museum, African American History, Visitor Center, Rest Rooms and the rest of the Southern part of the building

To condition Zone 1, the existing DX package unit will be replaced with a new package heat pump size for the new system load. The package DX heat pump unit will condition the Chamber of Commerce Offices. The condition air will be distributed to the zone through existing penetrations in the floor. The existing air terminals will be replaced with new ones.

All ductwork will be externally insulated. All ductwork in the crawl space and attic space will be supported from the building structure and protected from physical damage.

Kyle Depot 05/13/2011

The building humidity will be controlled by normal conditioning of the supply air before entering the rooms.

Both temperature zones will be controlled using wall mounted programmable thermostats.

# Crawl space (Below Zone 1)

The crawl space will be used to house the new package DX heat pump, run the air distribution ductwork from the package heat pump and waste water piping.

### **Attic Space (Above Zone 2)**

The attic space will be used to house the new (Zone 1) air handler, water heater and for air distribution ductwork.

# **Air Handlers Condensate Disposal**

The condensate water from both air handlers will be routed to the nearest sanitary sewer pipe.

### **Electrical power**

The existing air electrical service, including lighting, will be removed. A new electrical service sized for the new program will be installed including new electrical distribution panel, wiring, lighting, receptacles and switches. To increase the efficiency of the electrical system, the power for the HVAC DX units will be 220 volts.

# **Plumbing**

Domestic water supply for the restrooms and drinking fountains and sinks will be provided using the existing water supply piping already inside the building. The existing branches will be modified to accommodate the new layout. A new 20 gal electric hot water will be located in the attic above the restrooms to provide hot water for the lavatories and sinks.

The existing sanitary sewer main located in the crawl space will be reuse. The pipe branches will be modified as required to accommodate the new plumbing fixture layout.



# HISTORIC KYLE DEPOT

# 100 North Front Street Kyle, Texas 78640

(512) 477.9876

ZONING INFORMATION

R/S: RETAIL/SERVICE DISTRICT W/ IH35, CENTER STREET AND OLD

SPTB - F3 (COMMERCIAL - BUILDING ONLY)

SPTB- C2 (VAC BUS/COMMERICAL (LOTS/TRACTS))

TYPE- C2 (VAC PLATTED - COMMERCIAL)

CITY OF KYLE 100 WEST CENTER STREET KYLE, TEXAS 78640 CONTACT: JERRY HENDRIX PHONE: (512) 262.3921

ARCHITECT: CLAYTON&LITTLE ARCHITECTS 1001 EAST 8TH STREET AUSTIN, TEXAS 78702 CONTACT: GEORGE WILCOX, AIA GEORGE@CLAYTONANDLITTLE.COM PHONE: (512) 477.1727

FAX:

HIGHWAY 81 OVERLAYS

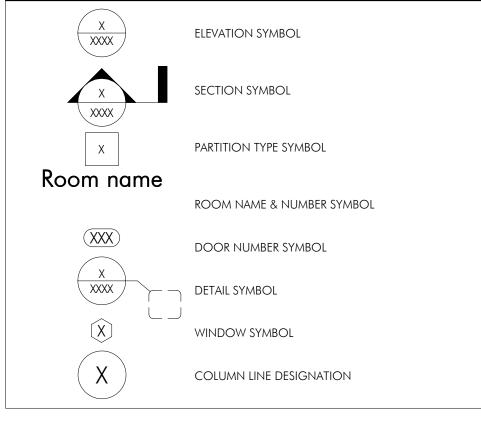
TYPE- C (COMMERCIAL)

THE ARIZPE GROUP, INC. 6330 HWY 290 EAST, SUITE 375 AUSTIN, TEXAS 78723 CONTACT: HORTENSIO TRUJILLO HORTENSIO.TRUJILLO@ARIZPE.COM PHONE: (512) 339.3707 FAX: (512) 339.3709

CONTACT:

JASTER-QUINTANILLA 1608 WEST 6TH STREET, SUITE 100 AUSTIN, TEXAS 78703 JESSICA MCLARTY, PE JMCLARTY@JQENG.COM PHONE: (512) 474.9094 (512) 474.9179 FAX:

# SYMBOL LEGEND



# CODE ANALYSIS

BUILDING CODES:  2000 INTERNATIONAL BUILDING CODE W/ LOCAL AMENDMENTS  2000 INTERNATIONAL PLUMBING CODE W/ LOCAL AMENDMENTS  2000 INTERNATIONAL ELECTRICAL CODE W/ LOCAL AMENDMENTS  1999 NATIONAL ELECTRIC CODE OF THE NATIONAL FIRE PROTECTION  ASSOCIATION W/ LOCAL AMENDMENTS  2000 INTERNATIONAL MECHANICAL CODE W/ LOCAL AMENDMENTS  BUILDING DESCRIPTION: HISTORIC TRAIN STATION AND CABOOSE.
LEGAL JURISDICTION: CITY OF KYLE, HAYS COUNTY, TEXAS

AREA CALCULATIONS:	
LOT SIZE -	29,000 SF
LEVEL 1 CONDITIONED UNCOVERED WOOD DECKS	2,367 SF 1,151 SF
TOTAL	3,518 SF

# VICINITY MAP



# LEGAL DESCRIPTION

PROPERTY LEASED FROM UNION PACIFIC RAILROAD. 50' X 580' PARCEL AT THE NORTHEAST CORNER OF THE INTERSECTION OF CENTER AND FRONT STREETS, KYLE, HAYS CO., TX

# SITE INFORMATION

SITE INFORMATION TAKEN FROM HALFF ASSOCIATES SURVEY DATED 12/18/06 AND 2003 LEASE AGREEMENT BETWEEN CITY OF KYLE AND UNION PACIFIC RAILROAD

# **GENERAL NOTES**

1. THE CONTRACTOR, IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THESE CONTRACT DOCUMENTS, SHALL PROVIDE ALL MATERIALS, EQUIPMENT, LABOR AND SUPERVISION REQUIRED TO COMPLETE ALL WORK DESCRIBED HEREIN AND WHICH CAN BE REASONABLY INFERRED TO BE REQUIRED, IN A GOOD WORKMANLIKE MANNER.

2. CONTRACTOR TO VERIFY ALL DIMENSIONS, CONDITIONS, ETC., PRIOR TO BEGINNING CONSTRUCTION AND NOTIFY ARCHITECT IN WRITING OF ANY DISCREPANCIES PROCEEDING WITH WORK SHALL CONSTITUTE ACCEPTANCE BY THE CONTRACTOR THAT ALL CONDITIONS ARE CORRECT AND THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY.

3. DO NOT SCALE DRAWINGS; IF DIMENSIONS ARE IN QUESTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE ARCHITECT BEFORE CONTINUING WITH

4. CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH ALL APPLICABLE CODES. REGULATIONS, ACTS, COVENANTS, ETC. HAVING JURISDICTION.

5. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS, INSPECTION FEES, AND DEPOSITS REQUIRED FOR THE INSTALLATION OF ALL WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CALL FOR LOCAL INSPECTIONS AND OBTAIN APPROVAL FROM CITY INSPECTORS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL INSURANCE AND NECESSARY INCIDENTALS.

6. SEAL ALL CRACKS AROUND STRUCTURAL MEMBERS, BRACING, PIPES, CONDUITS, DUCTS AND BETWEEN WALLS AND ROOF DECK WHERE AIR INFILTRATION BETWEEN CONDITIONED AND NON-CONDITIONED (EXTERIOR) SPACES MAY OCCUR (I.E. SEAL THE BUILDING ENVELOPE).

7. CONCEAL ALL PIPING IN DRYWALL. WHERE PIPING IS TOO LARGE, WALLS ARE TO BE FURRED-OUT THE MINIMUM DIMENSION REQUIRED TO CONCEAL PIPING. INFORM ARCHITECT PRIOR TO PROCEEDING WITH THE WORK.

8. PROVIDE DOUBLE STUDS, BLOCKING, AND/OR DIAGONAL BRACING AS REQUIRED AT JAMBS OF DOORS, WALL OPENINGS, ETC.

9. PROVIDE TRANSITION STRIPS AT ALL CHANGES IN FLOOR FINISH.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEANS AND METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE AND PERSONNEL DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE BUT NOT BE LIMITED TO BRACING, SHORING OF LOADS DUE TO CONSTRUCTION EQUIPMENT, EXCAVATION PROTECTION, SCAFFOLDING, JOB SITE SAFETY, ETC. OBSERVATION VISITS TO THE SITE BY ARCHITECT, OWNER, OR ENGINEER SHALL NOT INCLUDE INSPECTION OF ABOVE ITEMS.

11. FIRE EXTINGUISHERS SHALL BE PURCHASED AND INSTALLED BY THE CONTRACTOR PER LOCAL FIRE DEPARTMENT AND BUILDING CODE REQUIREMENTS.

12. ELECTRICAL PANELS, FIRE EXTINGUISHER CABINETS, ETC. LOCATED IN RATED PARTITIONS SHALL BE BACKED WITH DRYWALL AS REQUIRED TO MAINTAIN FIRE RATING.

13. ALL DOORS PENETRATING "1 HOUR" CORRIDOR WALLS SHALL BE 20-MINUTE RATED DOORS UNLESS NOTED OTHERWISE.

14. PENETRATIONS THROUGH WALLS OR CEILINGS NOTED TO BE FIRE RATED SHALL BE FIRE SAFED AND SEALED AS REQUIRED TO MAINTAIN THE RATING. ALL WALL AND FLOOR CEILING PENETRATIONS SHALL BE PROTECTED BY USG FIRE CODE SEALANT AND THERMAFIBER SAFING INSULATION PER MANUFACTURER'S INSTRUCTIONS AND CONFORMING TO SYSTEM WL-7001, WL-7002, WL-1027, WL-3023, WL-1039, AND/OR UL SYSTEM #CAJ-0032, CAJ-0032, CAJ-3045; OR APPROVED EQUAL. DUCT WORK PENETRATIONS THROUGH 1 HOUR RATED ASSEMBLIES SHALL BE PROVIDED WITH AN APPROPRIATELY TESTED/RATED FIRE AND SMOKE DAMPER.

15. IT IS THE INTENT OF THE OWNER AND ARCHITECT THAT THIS PROJECT COMPLY WITH THE ADA AND TEXAS ACCESSIBILITY STANDARDS.

16. THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS SHALL AGREE TO WARRANTY THE WORK, INCLUDING BOTH MATERIALS AND WORKMANSHIP, FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE OWNER. CONTRACTOR SHALL REMEDY, AT NO EXPENSE TO THE OWNER, ANY DEFECTS IN THE WORK WHICH BECOME APPARENT DURING THE WARRANTY

texas accessibility standards notes ALL NEW AND/OR REMODELING WORK UNDER THIS CONTRACT SHALL COMPLY WITH ALL TEXAS ACCESSIBILITY

1. HANDICAP PARKING SPACES AND ACCESS AISLES SHALL BE LEVEL WITH SURFACE SLOPES NOT EXCEEDING 1:50 (2%) IN ALL DIRECTIONS.

2. THE MAXIMUM SLOPE OF A RAMP SHALL BE 1:12.

3. THE MINIMUM CLEAR WIDTH OF A RAMP 30 FEET OR LESS IN LENGTH SHALL BE 36", RAMPS MORE THAN 30 FEET IN LENGTH SHALL HAVE A MINIMUM CLEAR WIDTH OF 44".

4. THE CROSS SLOPE OF RAMP SURFACES SHALL BE NO GREATER THAN 1:50.

5. MAXIMUM OFFSETS AT DOORWAY THRESHOLDS (INCLUDING THRESHOLD) SHALL NOT EXCEED 1/2".

6. THE SWEEP PERIOD OF THE CLOSER SHALL BE ADJUSTED SO THAT FROM AN OPEN POSITION OF 70 DEGREES, THE DOOR WILL TAKE AT LEAST 3 SECONDS TO MOVE TO A POINT 3" FROM THE LATCH, MEASURED TO THE LEADING EDGE OF THE DOOR.

7. THE HEIGHT OF WATER CLOSETS SHALL BE 17" TO 19" MEASURED TO THE TOP OF THE TOILET SEAT

8. THE FLUSH CONTROL OF THE WATER CLOSET TANK MUST BE MOUNTED ON THE SIDE OPPOSITE FROM THE SIDE

9. LAVATORIES SHALL BE MOUNTED WITH RIM OR COUNTER SURFACE NO HIGHER THAN 34" ABOVE THE FINISH FLOOR. PROVIDE KNEE CLEARANCE OF AT LEAST 29". ABOVE THE FINISH FLOOR TO THE BOTTOM OF THE APRON. 10. EXPOSED HOT WATER AND DRAIN PIPES UNDER LAVATORIES SHALL BE INSULATED WITH A BOOT OR SLEEVE MANUFACTURED FOR THIS PURPOSE.

11. MIRRORS SHALL BE MOUNTED WITH THE BOTTOM EDGE OF THE REFLECTING SURFACE NO HIGHER THAN 40" ABOVE THE FINISH FLOOR, AND THE TOPMOST EDGE OF THE MIRROR SHALL BE AT LEAST 74" ABOVE THE FINISH

12. EACH ACCESSIBLE SINK SHALL BE A MAXIMUM OF 6 1/2" DEEP.

13. HANDRAILS AND GRAB BARS NOMINAL DIAMETER OR WIDTH OF THE GRIPPING SURFACES SHALL BE 1 1/4" TO 1 1/2". THE SPACE BETWEEN THE WALL AND THE GRAB BAR SHALL BE 1 1/2". GRAB BARS SHALL NOT ROTATE WITHIN

14. ALL GRAB BARS AND LAVATORIES SHALL BE ABLE TO WITHSTAND 250 LBS.

15. ELECTRICAL AND COMMUNICATION SYSTEM RECEPTACLES ON WALLS SHALL BE MOUNTED NO LESS THAN 15" ABOVE THE FLOOR.

16. CONTROLS AND OPERATION MECHANISMS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE CONTROLS SHALL BE NO GREATER THAN 5 LBS.

17. WHERE PROVIDED, AUDIBLE EMERGENCY ALARMS SHALL PRODUCE A SOUND THAT EXCEEDS THE PREVAILING EQUIVALENT SOUND LEVEL IN THE ROOM OR SPACE BY AT LEAST 15dba OR EXCEEDS ANY MAXIMUM SOUND LEVEL WITH A DURATION OF 60 SECONDS BY 5 dba, WHICHEVER IS LOUDER. SOUND LEVELS FOR ALARM SIGNALS SHALL NOT EXCEED 120dbA.

18. VISUAL ALARM SIGNAL APPLIANCES SHALL BE INTEGRATED INTO THE BUILDING OR FACILITY PLACED 89" ABOVE THE HIGHEST FLOOR LEVEL WITHIN THE SPACE OR 6" BELOW THE CEILING, WHICHEVER IS LOWER.

19. SIGNAGE

- LETTERS AND NUMBERS SHALL BE RAISED 1/32", UPPER CASE, SANS SERIF OR SIMPLE SERIF TYPE AND SHALL BE ACCOMPANIED WITH GRADE 2 BRAILLE. - THE CHARACTERS AND BACKGROUND OF SIGNS SHALL BE EGGSHELL, MATTE OR OTHER NON-GLARE FINISH. CHARACTERS AND SYMBOLS SHALL CONTRAST WITH THE BACKGROUND. - SIGNS SHALL BE INSTALLED ON THE WALL ADJACENT TO THE LATCH SIDE OF THE DOOR. MOUNTING HEIGHT SHALL BE 60 IN. ABOVE FINISH FLOOR TO THE CENTERLINE OF THE SIGN.

20. CURB RAMP SURFACES:

- TEXTURE SHALL CONSIST OF EXPOSED CRUSHED STONE AGGREGATE, ROUGHENED CONCRETE, RUBBER, RAISED ABRASIVE STRIPS, OR GROOVES EXTENDING THE FULL WIDTH AND DEPTH OF THE CURB. RAMPS SHALL HAVE A LIGHT REFLECTIVE VALUE AND TEXTURE THAT SIGNIFICANTLY CONTRASTS WITH THAT OF ADJOINING PEDESTRIAN ROUTES.

# INDEX OF DRAWINGS

COVER SHEET

SITE PLAN

FLOOR PLANS - DEMOLITION FLOOR PLAN - NEW CONSTRUCTION

REFLECTED CEILING PLAN

EXTERIOR ELEVATIONS **EXTERIOR ELEVATIONS** 

EXIST. FLOOR FRAMING PLAN

FOUNDATION PLAN ROOF FRAMING PLAN

# PHASING NOTES

VACATE BUILDING PRIOR TO START OF WORK

PHASE 1 - STABILIZATION WITH DRY-IN SHORE EXISTING BUILDING & CONSTRUCT NEW FOUNDATIONS

REMOVE CHIMNEY AND FIREPLACE. LOWER BUILDING TO NEW FOUNDATION

COVER WINDOW AND DOOR OPENINGS FOR WEATHER PROTECTION.

REMOVE UPPER LEVEL WITH SELECTIVE INTERIOR DEMOLITION. REMOVE DORMER AND INSTALL NEW ROOF & DECK.

BUILD 2 NEW BRICK CHIMNEYS (ATTIC UP). G. REPLACE ROOF.

PHASE 2 - EXTERIOR RESTORATION

A: REPAIR/REPLACE ROTTEN WOOD, TRIM AND SIDING B: WINDOWS AND DOORS

1. REPAIR EXISTING WINDOWS AND DOORS TO REMAIN. 2. FRAME AND FABRICATE NEW EXTERIOR SLIDING DOOR.

PAINT EXTERIOR. D. INSTALL NEW GUTTERS AND DOWNSPOUTS.

PHASE 3 - INTERIOR FINISH-OUT AND SITE (ENHANCEMENT AND ACCESSIBILITY)

A. NEW INTERIOR CONSTRUCTION AND RESTORATION. 1. NEW ELECTRICAL AND PLUMBING SYSTEMS.

2. NEW HVAC SYSTEM. 3. NEW WALL FRAMING, RESTROOMS AND FINISHES.

NEW PLATFORM AND SITE IMPROVEMENTS.

SITE IMPROVEMENTS, COMMUNITY PLAZA AND RESTROOM OUT BUILDING RELOCATED CABOOSE ON NEW TRACKS (PENDING UNION PACIFIC APPROVAL).

# HISTORICAL NOTES

AFFECTED BY NEW CONSTRUCTION.

1. THESE DRAWINGS ARE BASED ON INFORMATION OF EXISTING CONDITIONS PERFORMED BY CLAYTON & LITTLE ARCHITECTS. THE CONTRACTOR SHALL VISIT THE JOB SITE TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS AND VERIFY AND DISCREPANCIES.

2. SUBMISSION OF A BID BY THE CONTRACTOR WILL SIGNIFY THAT THE SITE WAS INSPECTED BY THE APPROPRIATE PERSONNEL AND WORK ASSOCIATED WITH DEALING WITH THE EXISTING CONDITIONS HAS BEEN INCORPORATED INTO THE BID. FAILURE TO OBSERVE THE EXISTING CONDITIONS WILL NOT BE A BASIS FOR ADDITIONAL

3. THIS IS A HISTORIC STRUCTURE. ALL APPROPRIATE CARE SHALL BE TAKEN TO PROTECT AND PRESERVE THIS STRUCTURE DURING SELECTIVE DEMOLITION AND CONSTRUCTION. IF ANY UNFORESEEN CONDITIONS ARISE, STOP WORK AND CONTACT THE ARCHITECT IMMEDIATELY.

4. EXISTING WALLS AND STRUCTURE ARE NOT NECESSARILY SHOWN IN THEIR ENTIRETY OR ABSOLUTELY CORRECT LOCATION. CONTRACTOR TO VERIFY EXISTING CONDITIONS PRIOR TO BIDDING. ANY DISCREPANCIES TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR DIRECTION AND OR CLARIFICATION.

5. ALL EXISTING COMPONENTS TO REMAIN ARE TO BE PROTECTED DURING DEMOLITION AND CONSTRUCTION BY THE GENERAL CONTRACTOR (G.C.). ANY DAMAGED MATERIAL IS TO BE REPAIRED, REPLACED OR REBUILT IN A MANNER ACCEPTABLE TO THE OWNER AND ARCHITECT.

6. ALL DIMENSIONS AND CONDITIONS ABUTTING THE EXISTING CONSTRUCTION ARE APPROXIMATE. ALL SUCH CONDITIONS SHALL BE FIELD VERIFIED BEFORE PROCEEDING WITH THE WORK. THE CONTRACTOR SHALL BRING ANY DISCREPANCIES TO THE ATTENTION OF THE ARCHITECT DURING THE PRE-BID INVESTIGATION OR POST CONTRACT

7. DO NOT SCALE DRAWINGS. IF DIMENSIONS ARE IN QUESTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE ARCHITECT BEFORE CONTINUING WITH CONSTRUCTION. 8. THE CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY DEMOLITION OF THE BUILDING SYSTEMS, AND PATCHING OR REPAIR OF EXISTING BUILDING FINISHES/SITE FEATURES

9. CONTRACTOR IS RESPONSIBLE FOR DISPOSAL OF ALL DEMOLISHED MATERIALS. THE CONTRACTOR SHALL VERIFY ANY REGULATIONS, LAWS AND/OR ORDINANCES AFFECTING THE METHODS OF DEMOLITION AND THE DISPOSAL OF WASTE MATERIALS. THE OWNER ASSUMES NO LIABILITY FOR EXTRA WORK OR ADDITIONAL COMPENSATION DUE TO

FAILURE OF THE CONTRACTOR OR SUBCONTRACTORS TO COMPLY WITH APPLICABLE REGULATIONS. 10. DAMAGES TO PROPERTY OF THE OWNER SHALL BE REPAIRED OR PAID FOR BY THE GENERAL CONTRACTOR. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, DAMAGE TO THE

BUILDING GROUNDS, PLANTINGS, WALLS, PAVEMENT, VEHICLES, UTILITIES, FINISHES, FURNISHINGS, ETC. 11. SPECIAL NOTE CONCERNING ASBESTOS: THE WORK INDICATED HEREIN AND IN RELATED SPECIFICATIONS (INCLUDING REQUIRED DEMOLITION WORK) DOES NOT ADDRESS THE PRESENCE OF ASBESTOS. THE ARCHITECT IS NOT INVOLVED IN THE REMOVAL, TREATMENT, OR IDENTIFICATION OF ASBESTOS OR ANY OTHER HAZARDOUS MATERIAL IN

12. PATCH, REPAIR, AND PREPARE ALL SURFACES AS REQUIRED TO ACCOMMODATE FINISHES INDICATED.

NECESSARY PRECAUTIONS WITH EXISTING UTILITIES DURING DEMOLITION & CONSTRUCTION PHASES.

13. GENERAL CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING PROPERTY UTILITIES PRIOR TO PERFORMING ANY WORK, AND GENERAL CONTRACTOR SHALL TAKE ALL

14. POTABLE WATER AND ELECTRICITY WILL BE PROVIDED BY THE OWNER AS NEEDED FOR DEMOLITION & CONSTRUCTION PHASES.

15. WHERE POSSIBLE AND PRACTICAL, THE CONTRACTOR SHALL TAKE CARE TO MINIMIZE DAMAGE TO EXISTING PLANTS TO REMAIN. SUSPENDED PLATFORMS AND EQUIPMENT THAT ARE LOWERED TO THE GROUND SHALL BE PLACED ON BLOCKS TO MINIMIZE THE DISTURBED FOOTPRINT AREA.

16. DOCUMENT ALL AREAS TO BE SELECTIVELY DEMOLISHED PRIOR TO PERFORMING ANY WORK. DOCUMENTATION TO INCLUDE PHOTOGRAPHS AND MEASURED DRAWINGS AS NECESSARY.

# Architects Clayton&Little

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www.claytonandittle.com

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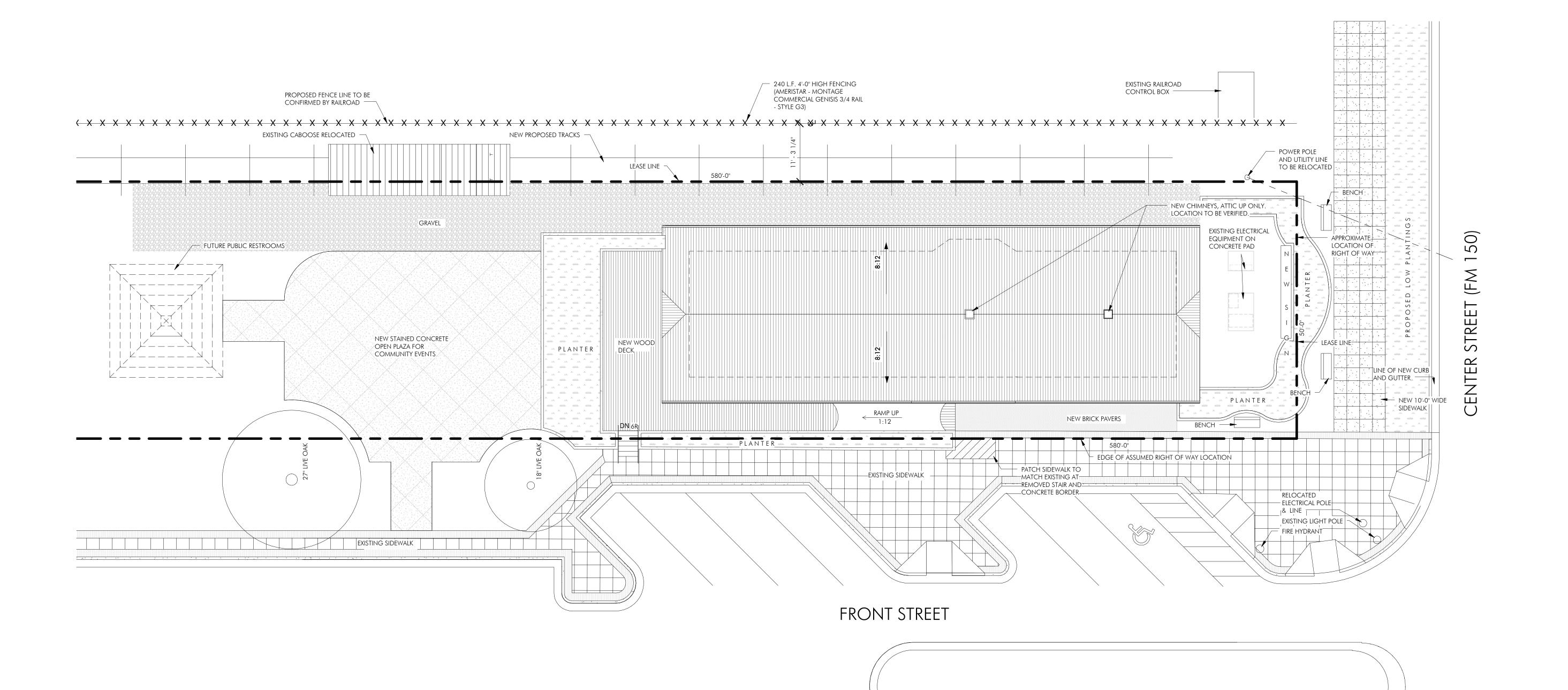
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**COVER SHEET** 

General Notes

LOCATION OF NEW TRACKS, CABOOSE AND FENCE TO BE CONFIRMED WITH UNION PACIFIC RAILROAD BY CITY OF KYLE. THESE IMPROVEMENTS ARE SHOWN OUTSIDE THE LEASE LINE.

# EXISTING RAILROAD TRACKS



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# The Historic Kyle Depot

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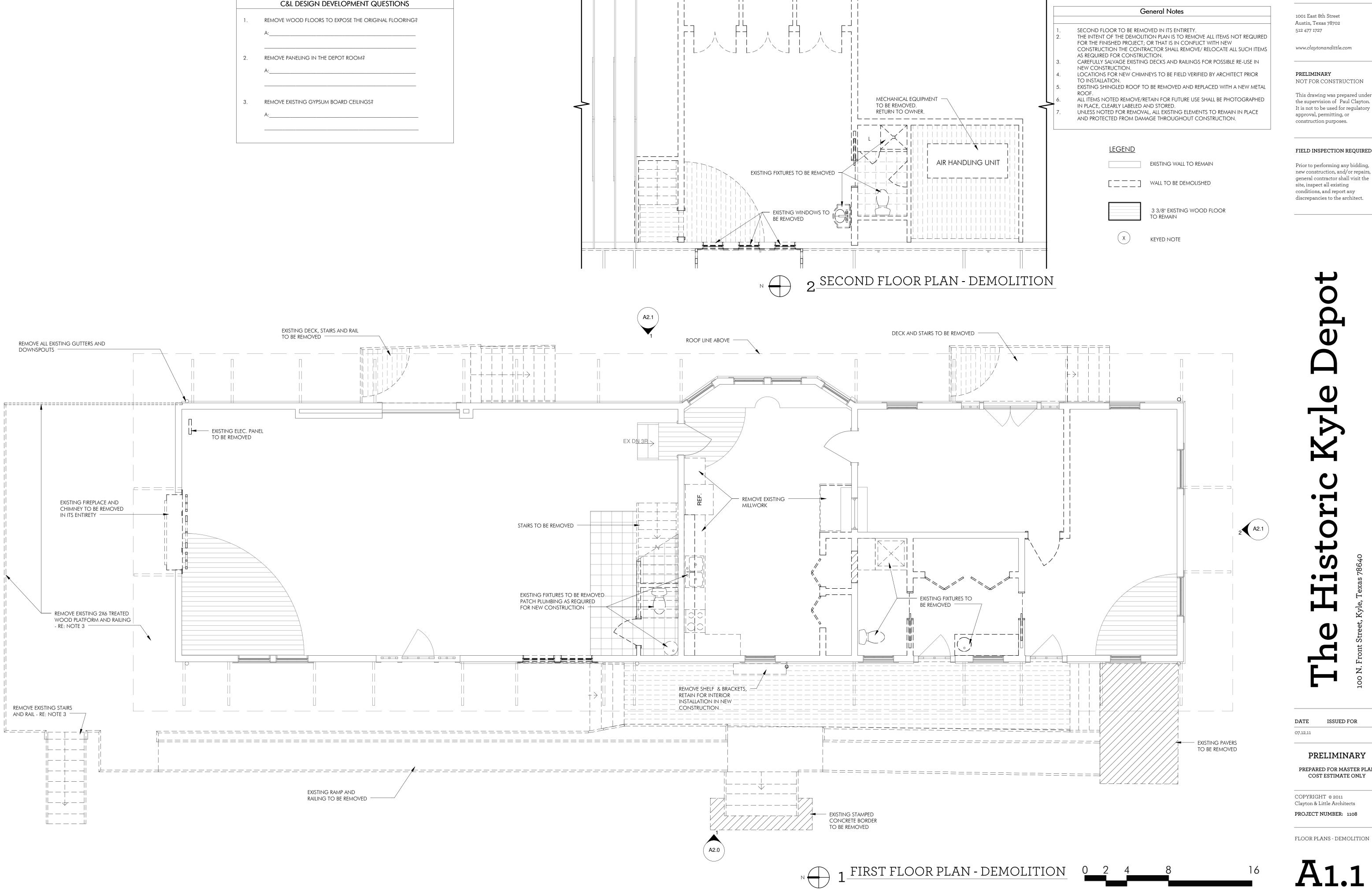
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SITE PLAN

A1.0



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discrepancies to the architect.

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C&L DESIGN DEVELOPMENT QUESTIONS WALLS? REMOVE PANELING IN THE DEPOT ROOM? REMOVE EXISTING GYPSUM BOARD CEILINGS?

	Keynote Legend
1	REMOVE AND REPLACE ROTTED WOOD AS REQUIRED.
2	SEVERE PAINT FAILURE AT THIS AREA.
3	REPAIR DAMAGED WINDOW MULLIONS.
4	REPLACE BROKEN/DAMAGED WINDOW PANE.
5	REPLACE DAMAGED WINDOW FRAME WITH NEW TO MATCH EXISTING FRAMES.
6	SEAL EXTERIOR WALL AT CRACKED AREA.
7	PATCH AND REPAIR WOOD AT ROTTED AREA.
8	REPAIR GAP BETWEEN FRAME AND BUILDING.
9	NEW SCREEN DOOR. VERIFY CONDITION OF SCREEN TRACK. CLEAN AND/OR REPLACE IF REQUIRED.
10	NOT USED
11	PATCH AND REPAIR BOARD AND BATTEN SIDING TO MATCH EXISTING WITH SMOOTH TRANSITION FROM NEW TO OLD.
12	REMOVE ELECTRICAL FIXTURES.
13	EXISTING LIGHT FIXTURE TO BE RESTORED.
14	REPAIR CRACKING AS REQUIRED.
15	REPLACE MISSING OR DAMAGED TRIM WITH NEW TO MATCH EXISTING.
16	REMOVE AND REPAIR ALL AREAS AFFECTED BY WATER DAMAGE. NEW CONSTRUCTION TO MATCH EXISTING.
17	REPAIR/REPLACE DAMAGED FLOORING
18	REPAIR WINDOWS AND LOCK
19	REPLACE DAMAGED STAIR AND TREAD/DECK
20	REPLACE ROTTED FASCIA BOARD
21	INFILL WALL AT REMOVED WINDOW, REMOVE ALL TRIM, PATCH ALL FINISHES TO MATCH EXISTING WITH SMOOTH TRANSITIONS FROM NEW TO OLD.
22	PEDIMENT TO BE RESTORED/REBUILT AS REQUIRED.

Keynote Legend	General Notes
REMOVE AND REPLACE ROTTED WOOD AS REQUIRED.	
SEVERE PAINT FAILURE AT THIS AREA.	ENTIRE BUILDING ENVELOPE AND TRIM TO BE SCRAPED AND SANDED PRIOR TO PAINTING.
REPAIR DAMAGED WINDOW MULLIONS.	EXISTING PAINT MAY CONTAIN LEAD. ABATE ANY LEAD CONTAINING PAINT PER LOCAL,
REPLACE BROKEN/DAMAGED WINDOW PANE.	STATE AND FEDERAL REGULATIONS.
REPLACE DAMAGED WINDOW FRAME WITH NEW TO MATCH EXISTING FRAMES.	2. INSPECT ALL EXTERIOR SIDING, TRIM, FASCIA'S AND SOFFITS FOR WOOD ROT AFTER
SEAL EXTERIOR WALL AT CRACKED AREA.	EXISTING PAINT REMOVAL, PATCH WITH EPOXY PATCHING COMPOUND OR REPLACE AS
PATCH AND REPAIR WOOD AT ROTTED AREA.	REQUIRED PRIOR TO PAINTING.  3. ALL NEW TRIM TO BE BACK PRIMED PRIOR TO INSTALLATION.
REPAIR GAP BETWEEN FRAME AND BUILDING.	4. ENTIRE BUILDING TO BE INSPECTED FOR MILDEW. ALL AREAS CONTAMINATED WITH
NEW SCREEN DOOR. VERIFY CONDITION OF SCREEN TRACK. CLEAN AND/OR REPLACE IF REQUIRED.	MILDEW SHOULD BE CLEANED OR REPLACED. REFER TO SPECIFICATIONS FOR APPROVED MILDEW REMOVAL PRODUCTS AND PROCEDURES. CONSULT WITH
NOT USED	ARCHITECT AND OWNER PRIOR TO REPLACING ANY AREAS NOT NOTED IN PLANS.
PATCH AND REPAIR BOARD AND BATTEN SIDING TO MATCH EXISTING WITH SMOOTH TRANSITION FROM NEW TO OLD.	<ul><li>5. ALL FLOORING TO BE INSPECTED FOR WATER DAMAGE AND REPAIRED AS REQUIRED.</li><li>6. SALVAGE BEAD BOARD FOR RESTORATION AND REAPPLICATION IN NEW CONSTRUCTION.</li></ul>
REMOVE ELECTRICAL FIXTURES.	
EXISTING LIGHT FIXTURE TO BE RESTORED.	<u>LEGEND</u>
REPAIR CRACKING AS REQUIRED.	
REPLACE MISSING OR DAMAGED TRIM WITH NEW TO MATCH EXISTING.	EXTERIOR WOOD SIDING WALL
REMOVE AND REPAIR ALL AREAS AFFECTED BY WATER DAMAGE. NEW CONSTRUCTION TO MATCH EXISTING.	EXIEMON NO OB SIBINO WILL
REPAIR/REPLACE DAMAGED FLOORING	NEW INTERIOR WOOD STUD WALL
REPAIR WINDOWS AND LOCK	
REPLACE DAMAGED STAIR AND TREAD/DECK	EXISTING TO REMAIN
REPLACE ROTTED FASCIA BOARD	
INFILL WALL AT REMOVED WINDOW, REMOVE ALL TRIM, PATCH ALL FINISHES TO MATCH EXISTING WITH SMOOTH TRANSITIONS FROM NEW TO OLD.	2.2./01 EVICTINIC WOOD FLOOR
PEDIMENT TO BE RESTORED/REBUILT AS REQUIRED.	3 3/8" EXISTING WOOD FLOOR

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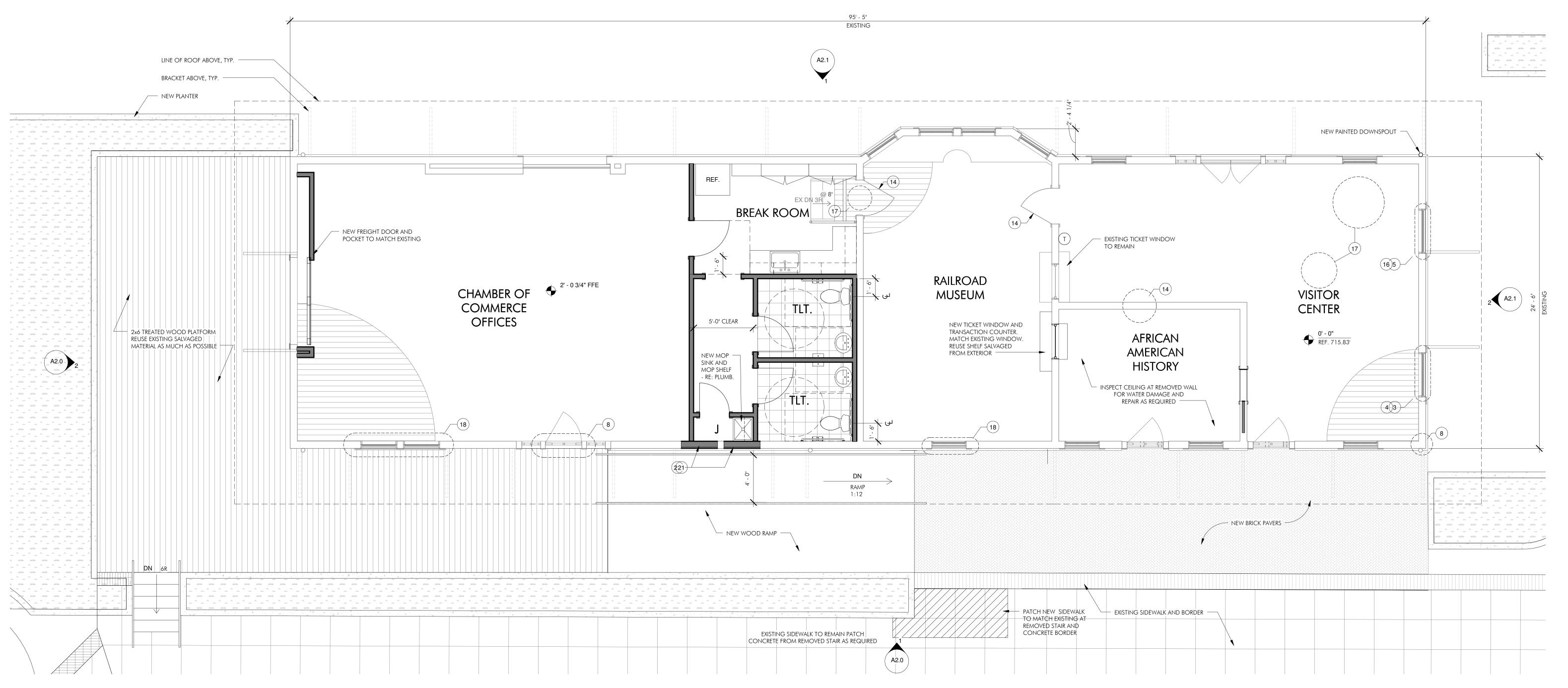
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FLOOR PLAN - NEW CONSTRUCTION



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<u>LEGEND</u>

**EXTERIOR WOOD SIDING WALL** 

NEW INTERIOR WOOD STUD WALL

5/8" GYPSUM BOARD CEILING

EXISTING TO REMAIN

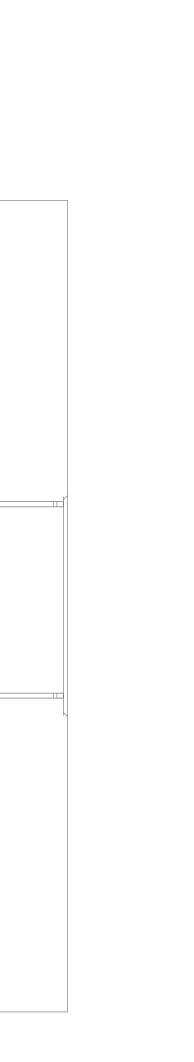
BEADBOARD CEILING

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\_\_\_\_ EXISTING (HISTORIC) LIGHTING

(i)

/- CEILING FAN, TYP.

PENDANT LIGHTING,

PENDANT LIGHTING ABOVE desk to be mounted so

LIGHT IS 4'-0" ABOVE DESK HEIGHT (VERIFY IN FIELD)

PENDANT LIGHTING, TYP.

CEILING FAN, TYP.

DURING SELECTIVE DEMOLITION.

(o)

(i)

/- PENDANT LIGHTING, TYP.

LINE OF ROOF ———

EXISTING CEILING TO BE REMOVED TO EXPOSE
WOOD TRUSSES NEW ROOF TO BE INSULATED AS

required during exterior restoration phase.

PENDANT LIGHTING ATTACHED TO TRUSS, TYP.

PENDANT LIGHTING

NEW EXPOSED TRUSS

to match existing

5" RECESSED 

---

ATTACHED TO TRUSS, TYP.

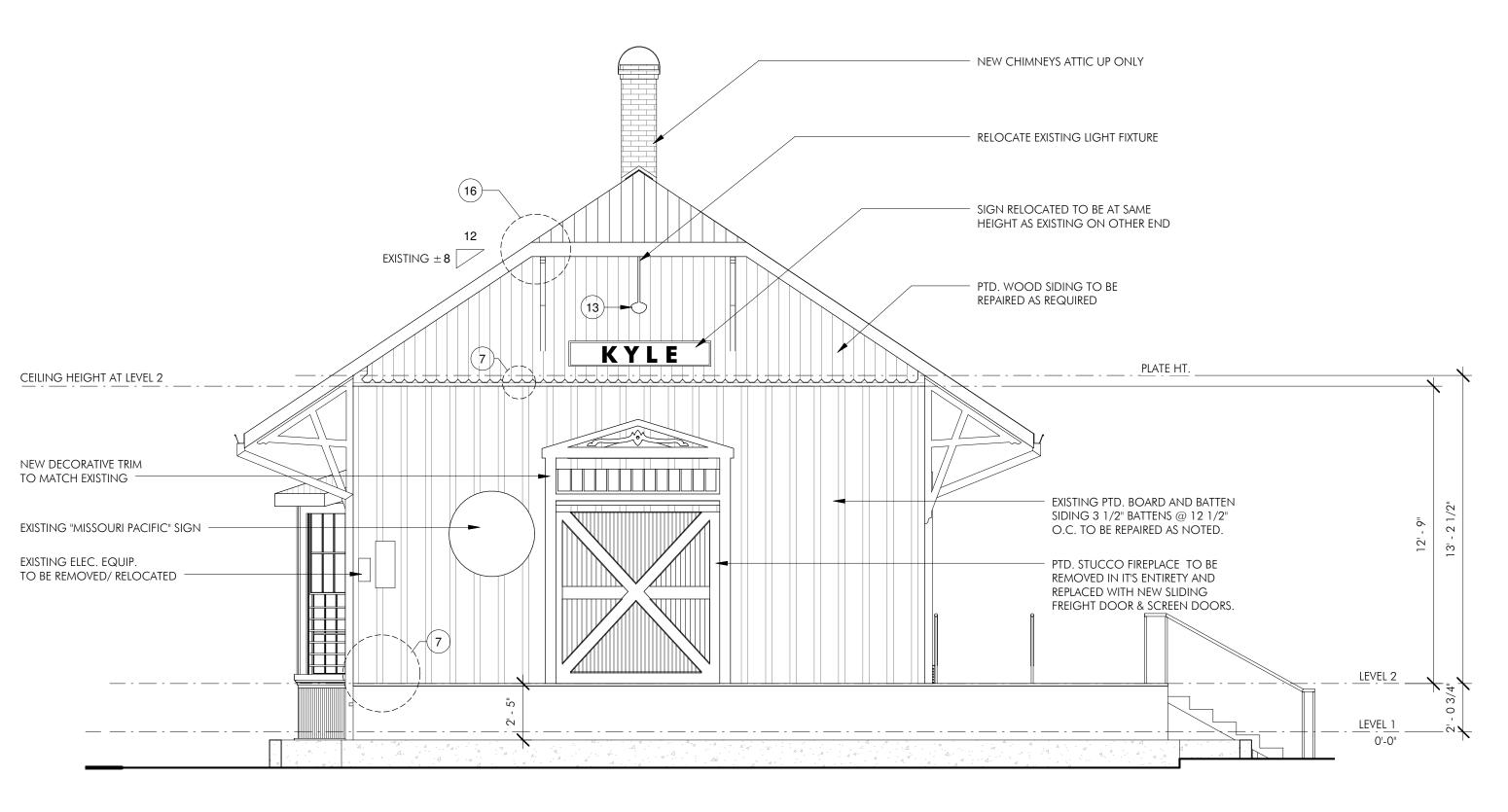
REFLECTED CEILING PLAN

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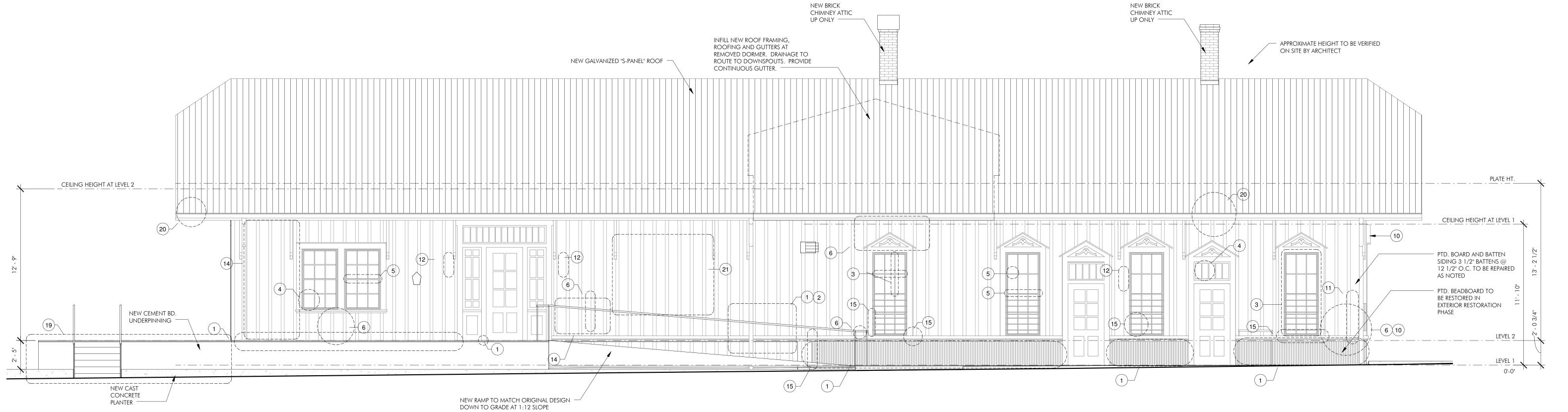
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REUSE EXISTING RAILING IF APPLICABLE

	General Notes
1.	ENTIRE BUILDING ENVELOPE AND TRIM TO BE SCRAPED AND SANDED PRIOR TO PAINTIN
١.	EXISTING PAINT MAY CONTAIN LEAD. ABATE ANY LEAD CONTAINING PAINT PER LOCAL, STATE AND FEDERAL REGULATIONS.
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5.	ALL FLOORING TO BE INSPECTED FOR WATER DAMAGE AND REPAIRED AS REQUIRED.
6.	SALVAGE BEAD BOARD FOR RESTORATION AND REAPPLICATION IN NEW CONSTRUCTIO
	Symbol Legend
	(X) KEYNOTE
	Keynote Legend
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22	PEDIMENT TO BE RESTORED/REBUILT AS REQUIRED.





1 WEST ELEVATION 0 2 4 8 16

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# The Historic Kyle Depot

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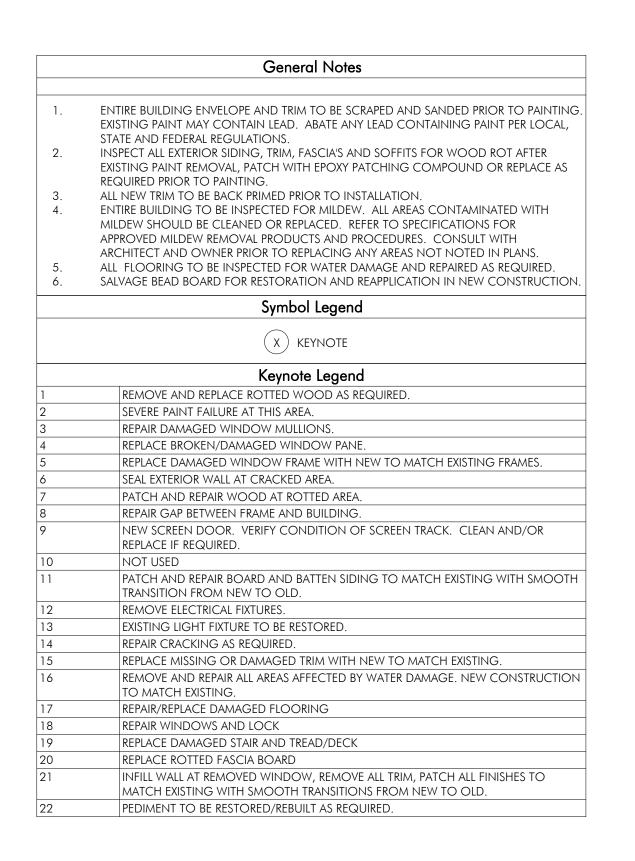
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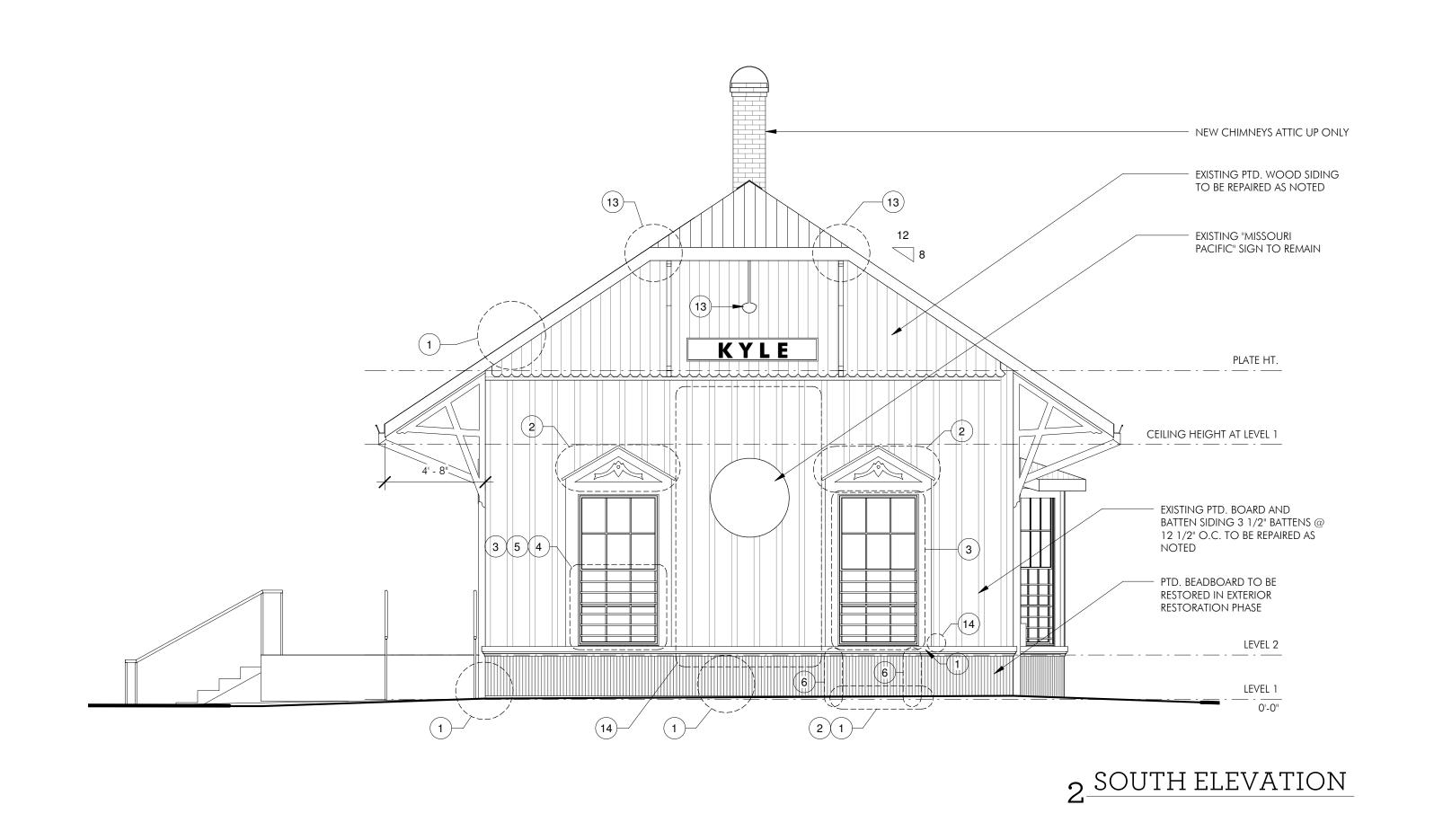
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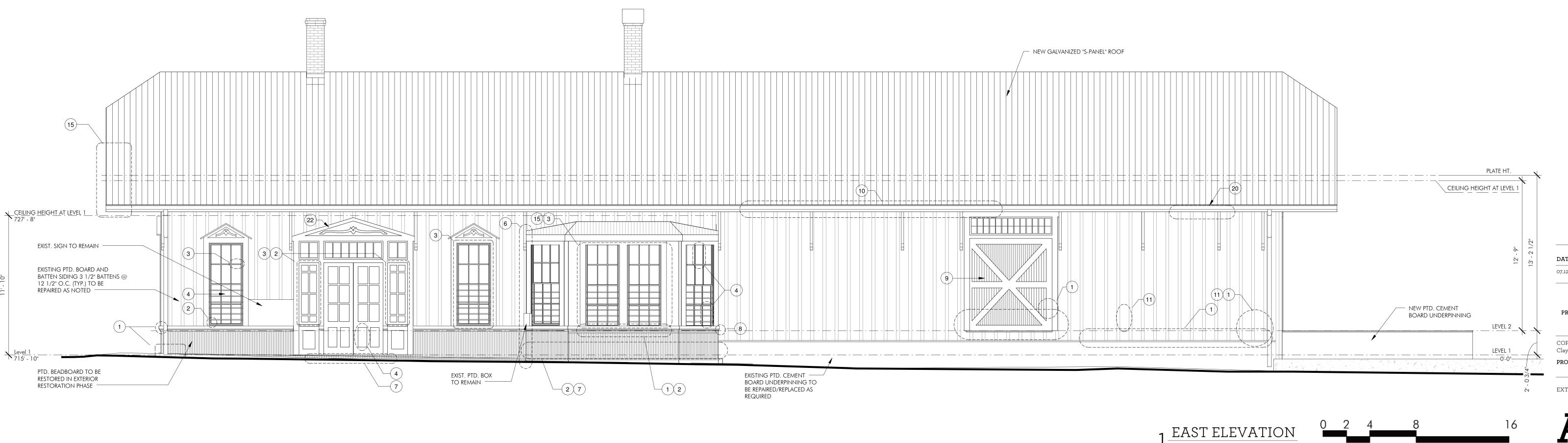
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EXTERIOR ELEVATIONS

A2.0







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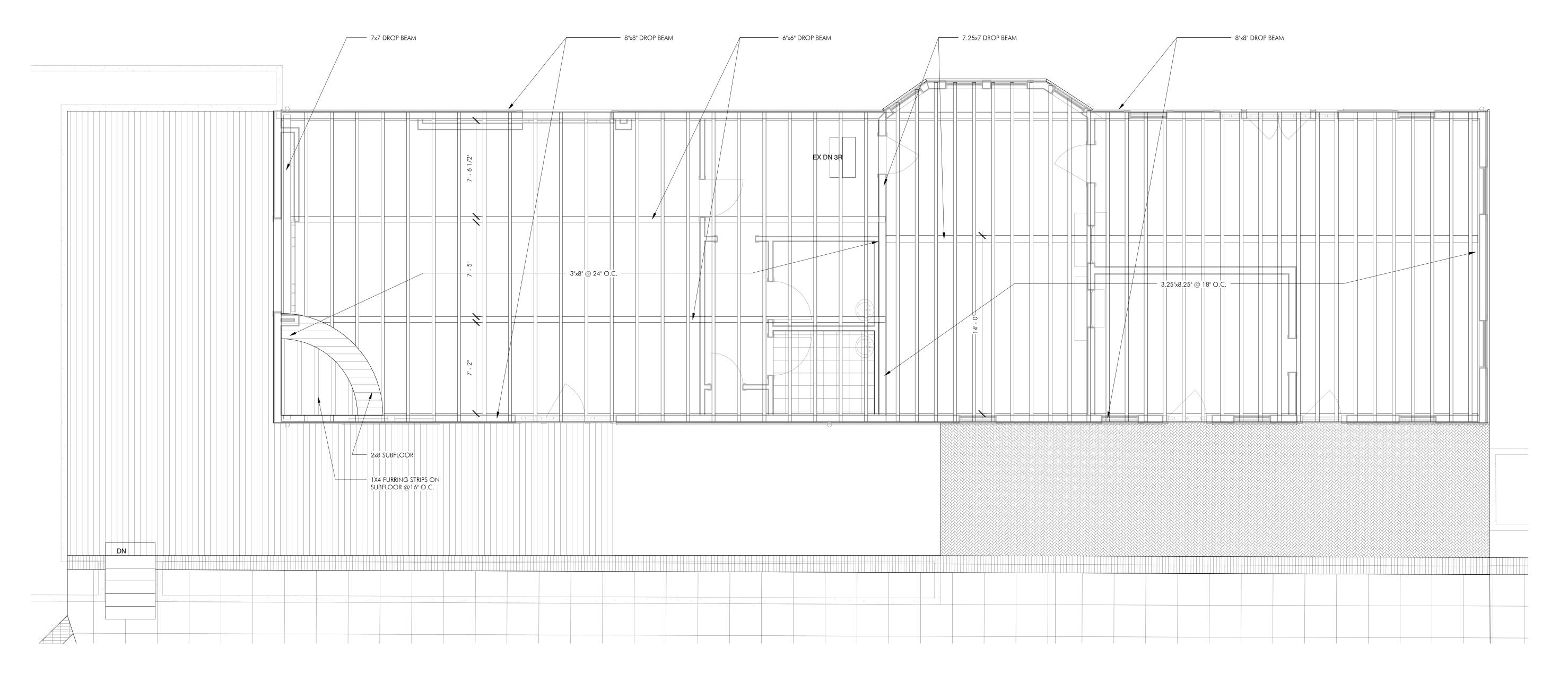
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EXTERIOR ELEVATIONS

A2.1

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PROJECT NUMBER: 1108

EXIST. FLOOR FRAMING PLAN



Clayton & Little Architects
Master Plan for Historic Kyle Depot
Conceptual Estimate
July 12, 2011



1. Notes

2. Phase 1 Estimate

3. Phase 2 Estimate

4. Phase 3 Estimate



Notes

# Conceptual Estimate

# HS&A

# **Project Overview**

- Project Name: The Historic Kyle Depot
- Project Location: 100 N. Front Street, Kyle, Tx.
- Client Name: Clayton & Little Architects
- The Project is a restoration and renovation of the existing Historic Kyle Depot. It is a 2,374 GSF building including a Visitor Center, African American History Museum, Railroad Museum, Chamber of Commerce Offices, Break Room and Men's and Women's Restroom, with proposed plans for a future Community Plaza and a Restroom outbuilding. The exterior façade, windows and doors will be restored and refurbished. The existing wood shingle roof will be replaced with a new galvanized S-panel roof. The building will be lowered and rest on a new foundation and will have new HVAC, electrical service, lighting and plumbing fixtures.

Phase 1 - Stabilization and Dry-in Estimate: \$229,345 Phase 2 - Exterior Restoration Estimate: \$109,627

Phase 3 - Interior Finish-out and Site Work Estimate: \$426,624

Estimate total for all three phases: \$765,596

Estimate Notes: Inclusions, Exclusions, Assumptions, and Allowances

The Conceptual Estimate is for work indicated on Preliminary Historic Kyle Depot drawings dated June 10, 2011 and The Historic Kyle Depot Preliminary Master Plan Drawings dated May 31, 2011, prepared by Clayton & Little. Additional information was also provided on an MEP Preliminary Narrative by Arizpe, a Structural Narrative and Preliminary drawings by Jaster Quintanilla and via email and phone conversations. The estimate is based on construction costs as of July 2011.

### **Inclusions**

- 1. Design/Estimating Completion Allowance of 15%
- 2. Construction Manager-at-Risk (CMR) General Conditions
- 3. CMR Builders Risk & General Liability Insurance
- 4. Building Permit
- 5. CMR Fee of 7%
- 6. CMR Payment and Performance Bond

### **Exclusions**

- 1. Overtime work
- 2. LEED Certification
- 3. Sales Tax assume non-profit status
- 4. Escalation of pricing
- 5. Relocation of Owner's equipment or office furniture

# Conceptual Estimate - Master Plan



# **Assumptions**

- 1. Phases 1, 2 and 3 are estimated as stand-alone projects
- 2. Phase 1 will have hazardous material investigation and abatement
- 3. The existing building can be moved on site to allow for unobstructed concrete foundation work
- 4. Remove existing flooring to expose flooring underneath that is to be re-finished, assume 20% will need to be replaced
- 5. Remove existing gypsum board ceiling to reveal bead board ceiling to be re-finished, new bead board ceiling will be required over the new Railroad Museum
- 6. Provide insulation at the roof rafters
- 7. Fire Sprinkler system is not required by code and is not included in the cost estimate
- 8. The New Exterior Public Restroom is 20' x 20'

### Allowances

1.	Site Utilities – Water, Waste Water, Power & Telecomm	\$5,000
2.	Hazardous Material Investigation and Abatement	\$15,000
3.	Site Signage	\$2,500
4.	Relocate Existing Utility Pole	\$1,000/ea
5.	Repaint Existing Exterior Round Signs	\$1,000/ea
6.	Restore Existing Light Fixtures (or purchase and install new)	\$200/ea
7.	Site Benches	\$500/ea
8.	Ornamental Steel Fence	\$40/If
9.	Interior Signage	\$500
10.	New Exterior Public Restrooms	\$100/sf
11.	Pendant Light Fixtures	\$250/ea
12.	Recessed Light Fixtures - 6"	\$150/ea
13.	Ceiling Fans	\$400/ea



Phase 1 Estimate



2,374 qsf

-				2,374	
CSI	DIVISION		TOTALS	\$/GSF	% OF TOTAL CONSTRUCTION COSTS
01000	General Requirements		\$25,849	\$10.89	14.2%
02000	Site Work		\$78,378	\$33.02	43.0%
03000	Concrete		\$25,375	\$10.69	13.9%
04000	Masonry		\$4,000	\$1.68	2.2%
05000	Metals		\$0	\$0.00	0.0%
06000	Wood, Plastics and Composites		\$4,659	\$1.96	2.6%
07000	Thermal & Moisture Protection		\$43,964	\$18.52	24.1%
08000	Openings		\$0	\$0.00	0.0%
09000	Finishes		\$0	\$0.00	0.0%
10000	Specialties		\$0	\$0.00	0.0%
11000	Equipment		\$0	\$0.00	0.0%
12000	Furnishings		\$0	\$0.00	0.0%
13000	Special Construction		\$0	\$0.00	0.0%
14000	Conveying Systems		\$0	\$0.00	0.0%
15000	Mechanical		\$0	\$0.00	0.0%
16000	Electrical		\$0	\$0.00	0.0%
	TOTAL DIRECT CONSTRUCTION COST		\$182,224	\$76.76	100.0%
	LEED Certification	0%	\$0		
	Design/ Estimating Completion Allowance	15%	\$27,334		
	Subtotal		\$209,558	\$88.27	
	Permit & Fees	0.2%	\$419		
	Insurance	1.07%	\$2,242		
	Subtotal		\$212,219	\$89.39	
	CM Fee	7%	\$14,855		
	Subtotal		\$227,075	\$95.65	
	Bond	1%	\$2,271		
	Total		\$229,345	\$96.61	



Project Description	Qty	Unit
Ground Level	2,374	gsf
Total Area	2,374	gsf

CSI	Item Description	Quantity	Unit	Unit Price	Item Total	Section Total	Division Total
00.		Quantity	0	0	nom rotal	000001110001	511101011110101
DIV 1	GENERAL REQUIREMENTS						
DIV I	GENERAL REQUIREMENTS						
	PROJECT FIELD MANAGEMENT LABOR - CONSTRUCTION						
	Site Superintendent	6	wks	\$1,650.00	\$9,900		
	Project Manager - 20%	6	wks	\$385.00	\$2,310		
	Labor Burden - 35%	1	ls	\$4,273.50	\$4,274		
	TOTAL Management Office Labor - Construction				\$16,484	10	
	TOTAL Management of the Education				<b>\$10,404</b>	<b>\$10,404</b>	
	STANDARD FIELD COSTS						
	Small Tools and Ladders	1.5	mo	\$500.00	\$750		
	Misc. Tools and Equipment	1.5	mo	\$350.00	\$525		
	TOTAL Standard Field Costs				\$1,275	\$1,275	
	SITE MOBILIZATION COSTS						
	Temporary Toilets	6	wks	\$75.00	\$450		
	Dumpster - Site	4	load	\$350.00	\$1,400		
	General Site Clean-up	6	wks	\$240.00	\$1,440		
	Ice, Cups and Water Barrels	6	wks	\$50.00	\$300		
	Jobsite Pick-up Truck - 1 ea	1.5	mo	\$1,000.00	\$1,500		
	TOTAL Site Mobilization Costs				\$5,090	\$5,090	
	SITE SECURITY AND SAFETY COSTS						
	Fire Extinguishers and Safety Equipment	1	02	\$200.00	\$200		
	First Aid Kit	6	ea wks	\$50.00	\$300		
	TOTAL Site Security and Safety Costs	-	WIG	ψου.υυ	\$500	\$500	
	TOTAL Site Security and Safety Costs				\$300	<b>\$300</b>	
	TEMPORARY CONSTRUCTION						
	Temporary Protection (Fencing)	1	ls	\$2,000.00	\$2,000		
	Sidewalk Repair	1	ls	\$500.00	\$500		
	TOTAL Temporary Construction				\$2,500	\$2,500	
	TOTAL DIVISION 1						\$25,8
DIVA	CITE WORK						
DIV 2	SELECTIVE DEMOLITION						
	Demolish Building Skirt	1,425	sf	\$0.50	\$713		
	Remove and Salvage Wood Deck and Steps	1,583	sf	\$0.50 \$1.50	\$2,375		
	Remove and Salvage Wood Deck Railing	377	If	\$3.00	\$1,131		
	Remove and Salvage Shelf and Bracket	1	ea	\$30.00	\$30		
	Demolish Existing Fireplace	1	ls	\$300.00	\$300		
	Remove Windows	5	ea	\$30.00	\$150		
	Demolish 2nd Level Room	470	sf	\$3.50	\$1,645		
	Demolish Interior Stairs	1	ls	\$500.00	\$500		
	Demolish Interior Walls	1,558	sf	\$0.75	\$1,169		
	Remove Cabinets	30	If	\$15.00	\$450		
	Remove Pavers	102	sf	\$1.50	\$153		
			ea	\$25.00	\$400		
	Remove Doors	16					
	Remove Doors Remove Plumbing Fixtures	10	ea	\$40.00	\$400		
	Remove Doors Remove Plumbing Fixtures Remove Roof Shingles	10 3,769	ea sf	\$40.00 \$0.75	\$400 \$2,827		
	Remove Doors Remove Plumbing Fixtures Remove Roof Shingles Window and Door Protection	10 3,769 1	ea sf Is	\$40.00 \$0.75 \$1,500.00	\$400 \$2,827 \$1,500		
	Remove Doors Remove Plumbing Fixtures Remove Roof Shingles Window and Door Protection Move Building Temporarily for Foundation Work and Set	10 3,769 1 1	ea sf Is	\$40.00 \$0.75 \$1,500.00 \$35,000.00	\$400 \$2,827 \$1,500 \$35,000		
	Remove Doors Remove Plumbing Fixtures Remove Roof Shingles Window and Door Protection	10 3,769 1	ea sf Is	\$40.00 \$0.75 \$1,500.00	\$400 \$2,827 \$1,500		



CSI	Item Description	Quantity	Unit	Unit Price	Item Total	Section Total	Division Total
		Quantity	0	CHILT HOS	nom rotal		Division rotal
	EXCAVATION						
	Excavation and Haul-off at Lower Level of Building	136	су	\$21.00	\$2,856		
	TOTAL Excavation				\$2,856	\$2,856	
	UTILITIES						
	New Utilities	1	ls	\$5,000.00	\$5,000		
	TOTAL Utilities			ψο,σσσ.σσ	\$5,000	\$5,000	
	TOTAL GUINGS				ψ3,000	ψ0,000	
	TERMITE CONTROL						
	Termite Control	2,374	sf	\$0.75	\$1,781		
	TOTAL Termite Control				\$1,781	\$1,781	
	TOTAL DIVISION O						670.07
	TOTAL DIVISION 2						\$78,37
DIV 3	CONCRETE						
	CAST IN PLACE CONCRETE						
	Concrete Grade Beam	33	су	\$425.00	\$14,025		
	Concrete Spread Footings	23	ea	\$200.00	\$4,600		
	Concrete Plinths	45	ea	\$150.00	\$6,750		
	TOTAL Cast in Place Concrete				\$25,375	\$25,375	
	TOTAL DIVISION 3						\$25,37
DIVA	MACONIDY						
DIV 4	MASONRY MASONRY						
	Brick Veneer Chimney Attic-up Only	2	ea	\$2,000.00	\$4,000		
	TOTAL Masonry			. ,	\$4,000	\$4,000	
	TOTAL Maconity				<b>\$</b> 4,000	ψ-1,000	
	TOTAL DIVISION 4						\$4,00
DIV 6	WOOD, PLASTICS AND COMPOSITES						
	WOOD BLOCKING & ROUGH CARPENTRY						
	Misc. Wood Repair & Carpentry - Unforeseen Conditions	1	ls	\$3,000.00	\$3,000		
	New Wood Roof Framing	474	sf	\$3.50	\$1,659		
	TOTAL Wood Blocking & Rough Carpentry				\$4,659	\$4,659	
	TOTAL DIVISION 6						\$4,65
							<b>V</b> 1,00
DIV 7	THERMAL AND MOISTURE PROTECTION						
	METAL ROOF AND WALL PANELS			****	***		
	Galvanized S-Channel Roof	4,234	sf	\$10.00	\$42,340		
	Gutters	203	lf	\$8.00	\$1,624		
	TOTAL Metal Roof and Wall Panels				\$43,964	\$43,964	
	TOTAL DIVISION 7						\$43,96
							<b>\$</b> 70,50
	TOTAL DIPECT COST				6400 004	£400 204	6400.00
	TOTAL DIRECT COST		<u> </u>		\$182,224	\$182,224	\$182,22



Phase 2 Estimate



2,374 qsf

				2,374	
CSI	DIVISION		TOTALS	\$/GSF	% OF TOTAL CONSTRUCTION COSTS
01000	General Requirements		\$17,899	\$7.54	20.5%
02000	Existing Conditions		\$0	\$0.00	0.0%
03000	Concrete		\$0	\$0.00	0.0%
04000	Masonry		\$0	\$0.00	0.0%
05000	Metals		\$0	\$0.00	0.0%
06000	Wood, Plastics and Composites		\$10,266	\$4.32	11.8%
07000	Thermal & Moisture Protection		\$1,748	\$0.74	2.0%
08000	Openings		\$38,600	\$16.26	44.3%
09000	Finishes		\$15,990	\$6.74	18.4%
10000	Specialties		\$2,200	\$0.93	2.5%
11000	Equipment		\$0	\$0.00	0.0%
12000	Furnishings		\$0	\$0.00	0.0%
13000	Special Construction		\$0	\$0.00	0.0%
14000	Conveying Systems		\$0	\$0.00	0.0%
15000	Mechanical		\$0	\$0.00	0.0%
16000	Electrical		\$400	\$0.17	0.5%
	TOTAL DIRECT CONSTRUCTION COST		\$87,103	\$36.69	100.0%
	LEED Certification	0%	\$0		
	Design/ Estimating Completion Allowance	15%	\$13,065		
	Subtotal		\$100,168	\$42.19	
	Permit & Fees	0.2%	\$200		
	Insurance	1.07%	\$1,072		
	Subtotal		\$101,440	\$42.73	
	CM Fee	7%	\$7,101		
	Subtotal		\$108,541	\$45.72	
	Bond	1%	\$1,085		
	Total		\$109,627	\$46.18	



Project Description	Qty	Unit
Ground Level	2,3	74 gsf
Total Area	2,3	374 gsf

CSI	Item Description	Quantity	Unit	Unit Price	Item Total	Section Total	Division Tot
11.7.4	OCNEDAL DEGLIDEMENTO						
IV 1	GENERAL REQUIREMENTS GENERAL REQUIREMENTS						
	PROJECT FIELD MANAGEMENT LABOR - CONSTRUCTION						
	Site Superintendent	4	wks	\$1,650.00	\$6,600		
	Project Manager - 20%	4	wks	\$385.00	\$0,000 \$1,540		
	Labor Burden - 35%	1	ls	\$2,849.00	\$2,849		
		'	10	ΨΣ,010.00	. ,	*40.000	
	TOTAL Management Office Labor - Construction				\$10,989	\$10,989	
	STANDARD FIELD COSTS						
	Small Tools and Ladders	1	mo	\$500.00	\$500		
	Misc. Tools and Equipment	1	mo	\$350.00	\$350		
	TOTAL Standard Field Costs				\$850	\$850	
	TOTAL Standard Flora Social				<b>\$555</b>	4000	
	SITE MOBILIZATION COSTS						
	Temporary Toilets	4	wks	\$75.00	\$300		
	Dumpster - Site	2	load	\$350.00	\$700		
	General Site Clean-up	4	wks	\$240.00	\$960		
	Ice, Cups and Water Barrels	4	wks	\$50.00	\$200		
	Jobsite Pick-up Truck - 1 ea	1	mo	\$1,000.00	\$1,000		
	TOTAL Site Mobilization Costs				\$3,160	\$3,160	
	SITE SECURITY AND SAFETY COSTS						
	Fire Extinguishers and Safety Equipment	1	ea	\$200.00	\$200		
	First Aid Kit	4	wks	\$50.00	\$200		
		7	WNS	ψ30.00	·		
	TOTAL Site Security and Safety Costs		1		\$400	\$400	
	TEMPORARY CONSTRUCTION						
	Temporary Protection (Fencing)	1	ls	\$2,000.00	\$2,000		
	Sidewalk Repair	1	ls	\$500.00	\$500		
	TOTAL Temporary Construction				\$2,500	\$2,500	
	TOTAL DIVISION 1						\$
V 6	WOOD, PLASTICS AND COMPOSITES						
	WOOD BLOCKING & ROUGH CARPENTRY						
	Misc. Wood Repair & Carpentry - Unforeseen Conditions	1	ls	\$1,500.00	\$1,500		
	New Bead Board Skirting	219	sf	\$4.50	\$986		
	Repair Cracking as Required	186	sf	\$5.00	\$930		
	Replace Rotted Fascia Board	2	ea	\$100.00	\$200		
	Remove/Replace Rotted Wood	53	sf	\$30.00	\$1,590		
	Remove/Replace Rotted Wood	10	ea	\$150.00	\$1,500		
	Patch/Repair Siding	1	ea	\$150.00	\$150		
	Infill Board and Batten Siding to Match Existing	61	sf	\$20.00	\$1,220		
	Painted Cement Bd. Underpinning	321	sf	\$3.50	\$1,124	•	
	New Door Trim	27	If	\$5.00	\$135		
	New Decorative Pediment above Transom	1	ea	\$500.00	\$500		
	Restore/Rebuild Pediment above Transom	1	ea	\$250.00	\$250	•	
	Replace Rotted Fascia Board	28	If	\$6.50	\$182		
	TOTAL Wood Blocking & Rough Carpentry				\$10,266	\$10,266	
	TOTAL DIVISION O						
	TOTAL DIVISION 6	1	1	1			\$1



			ı				
CSI	Item Description	Quantity	Unit	Unit Price	Item Total	Section Total	Division Total
DIV 7	THERMAL AND MOISTURE PROTECTION						
	METAL ROOF AND WALL PANELS  New Downspouts	31	lf	\$8.00	\$248		
		31	"	ψ0.00		<b>\$240</b>	
	TOTAL Metal Roof and Wall Panels				\$248	\$248	
	JOINT SEALERS						
	Joint Sealers	1	ls	\$1,500.00	\$1,500		
	TOTAL Joint Sealers				\$1,500	\$1,500	
	TOTAL DIVISION 7						\$1,748
DIV 8	OPENINGS						
DIV 6	DOORS						
	New 7'-0" x 7'-10" Sliding Surface Door	1	ea	\$5,000.00	\$5,000		
	New 7'-0" x 7'-10" Screen Door	1	ea	\$1,000.00	\$1,000		
	Refurbish Exterior Doors	5	ea	\$500.00	\$2,500		
	TOTAL Doors				\$8,500	\$8,500	
	HISTORIC WINDOWS  Refurbish and Restore 3'-8" x 7'-0" Historic Windows	2		\$1,900.00	\$3,800		
	Refurbish and Restore 2'-10" x 7'-0" Historic Windows	10	ea ea	\$1,900.00	\$3,000 \$19,000		
	Refurbish and Restore 3'-0" x 5'-2" Historic Windows	2	ea	\$350.00	\$700		
	Refurbish Exterior Sidelights	4	ea	\$350.00	\$1,400		
	New Exterior Transom	1	ea	\$1,500.00	\$1,500		
	Refurbish Exterior Transoms Large	3	ea	\$500.00	\$1,500		
	Refurbish Exterior Transoms Small	1	ea	\$350.00	\$700 \$4,500		
	Window and Door Protection	1	ls	\$1,500.00	\$1,500		
	TOTAL Historic Windows				\$30,100	\$30,100	
	TOTAL DIVISION 8						\$38,600
DIVA	FINIOUE						
DIV 9	FINISHES PAINTING						
	Prepare and Paint Exterior Siding	2,511	sf	\$2.50	\$6,278		
	Paint Exterior Trim	887	lf	\$2.00	\$1,774		
	Exterior Decorative Painting	12	ea	\$100.00	\$1,200		
	Paint Roof Eave	1,139	sf	\$1.75	\$1,993		
	Paint Exterior Eave Framing Extensions	522	lf	\$2.50	\$1,305		
	Paint Cement Bd. Underpinning	321	sf	\$1.00	\$321		
	Paint New Bead Board Skirting Paint Exterior of Refurbished Windows, Transoms and Sidelights	219 19	sf	\$1.00 \$125.00	\$219 \$2,375		
	Paint Exterior or Returbished Windows, Transoms and Sidelights  Paint New Barn Door	19	ea ea	\$125.00 \$150.00	\$2,375 \$150		
	Paint Refurbished Doors	5	ea	\$75.00	\$375		
	TOTAL Painting				\$15,990	\$15,990	
					¥10,000	¥10,000	
	TOTAL DIVISION 9						\$15,990
DIV 10	SPECIALTIES						
	SPECIALTIES						
	Repaint Exterior Round Signs (Allowance)	2	ea	\$1,000.00	\$2,000		
	Repaint Exterior Kyle Signs	2	ea	\$100.00	\$200		
	TOTAL Specialties				\$2,200	\$2,200	
	TOTAL DIVISION 10						\$2,200
	TOTAL STRONG IV						Ψ2,200
DIV 16	ELECTRICAL						
DIV 16	ELECTRICAL			4000	***		
DIV 16	ELECTRICAL Restore or Replace Existing Light Fixtures	2	ea	\$200.00	\$400		
DIV 16	ELECTRICAL	2	ea	\$200.00	\$400 <b>\$400</b>	\$400	
DIV 16	ELECTRICAL  Restore or Replace Existing Light Fixtures  TOTAL Electrical	2	ea	\$200.00	·	\$400	\$400
DIV 16	ELECTRICAL Restore or Replace Existing Light Fixtures	2	ea	\$200.00	·	\$400	\$400



Phase 3 Estimate



2,374 gsf

				2,374	% OF TOTAL
CSI	DIVISION		TOTALS	\$/GSF	CONSTRUCTION
					COSTS
01000	General Requirements		\$41,685	\$17.56	12.3%
02000	Existing Conditions		\$108,342	\$45.64	32.0%
03000	Concrete		\$0	\$0.00	0.0%
04000	Masonry		\$0	\$0.00	0.0%
05000	Metals		\$0	\$0.00	0.0%
06000	Wood, Plastics and Composites		\$8,870	\$3.74	2.6%
07000	Thermal & Moisture Protection		\$5,060	\$2.13	1.5%
08000	Openings		\$3,900	\$1.64	1.2%
09000	Finishes		\$36,952	\$15.57	10.9%
10000	Specialties		\$3,850	\$1.62	1.1%
11000	Equipment		\$0	\$0.00	0.0%
12000	Furnishings		\$0	\$0.00	0.0%
13000	Special Construction		\$40,000	\$16.85	11.8%
14000	Conveying Systems		\$0	\$0.00	0.0%
15000	Mechanical		\$56,700	\$23.88	16.7%
16000	Electrical		\$33,612	\$14.16	9.9%
	TOTAL DIRECT CONSTRUCTION COST		\$338,970	\$142.78	100.0%
	LEED Certification	0%	\$0 \$0	ψ1+2.70	100.070
	Design/ Estimating Completion Allowance	15%	\$50,846		
	Subtotal		\$389,816	\$164.20	
	Permit & Fees		\$780 \$780		
	Insurance		\$4,171		
	Subtotal		\$394,766	\$166.29	
	CM Fee	7%	\$27,634	ψ100.29	
	Subtotal		\$422,400	\$177.93	
	Bond	1%	\$4,224	ψ17.93	
	Total		\$426,624	\$179.71	
	Total		<b>⊅4∠0,0∠4</b>	φ1/9./1	



Project Description	Qty	Unit
Ground Level	2,3	74 gsf
Total Area	2,3	74 gsf

CSI	Item Description	Quantity	Unit	Unit Price	Item Total	Section Total	Division Tota
DIV 1	GENERAL REQUIREMENTS						
DI <b>V</b> I	GENERAL REQUIREMENTS						
	PROJECT FIELD MANAGEMENT LABOR - CONSTRUCTION						
	Site Superintendent	8	wks	\$1,650.00	\$13,200		
	Project Manager - 20%	8	wks	\$385.00	\$3,080		
	Labor Burden - 35%	1	ls	\$5,698.00	\$5,000 \$5,698		
		Į.	15	\$5,096.00			
	TOTAL Management Office Labor - Construction				\$21,978	\$21,978	
	STANDARD FIELD COSTS						
	Small Tools and Ladders	2	mo	\$500.00	\$1,000		
	Misc. Tools and Equipment	2	mo	\$350.00	\$700		
	TOTAL Standard Field Costs	-		<b>\$000.00</b>	\$1,700	\$1,700	
	TOTAL Standard Field Costs				\$1,700	\$1,700	
	SITE MOBILIZATION COSTS						
	Temporary Toilets	8	wks	\$75.00	\$600		
	Dumpster - Site	8	load	\$350.00	\$2,800		
	Final Clean	2,374	sf	\$0.50	\$1,187		
	General Site Clean-up	8	wks	\$240.00	\$1,920		
	Ice, Cups and Water Barrels	8	wks	\$50.00	\$400		
	Jobsite Pick-up Truck - 1 ea	8	mo	\$1,000.00	\$8,000		
	TOTAL Site Mobilization Costs				\$14,907	\$14,907	
	OUTE OF OUR TANK OA FETTY OO OTO						
	SITE SECURITY AND SAFETY COSTS			****	****		
	Fire Extinguishers and Safety Equipment	1	ea	\$200.00	\$200		
	First Aid Kit	8	wks	\$50.00	\$400		
	TOTAL Site Security and Safety Costs				\$600	\$600	
	TEMPORARY CONSTRUCTION						
	Temporary Protection (Fencing)	1	ls	\$2,000.00	\$2,000		
	Sidewalk Repair	1	ls	\$500.00	\$2,000 \$500		
		'	13	ψ300.00		**	
	TOTAL Temporary Construction				\$2,500	\$2,500	
	TOTAL DIVISION 1						\$41
DII/ 2	TWENTING CONDITIONS						
DIV 2	EXISTING CONDITIONS						
	SELECTIVE DEMOLITION	0.400	- e e	64.00	<b>#0.400</b>		
	Remove Existing Wood Flooring	2,192 2,174	sf sf	\$1.00 \$0.50	\$2,192 \$1,087		
	Remove Existing Ceiling			\$1,000.00	\$1,087 \$1,000		
	Remove Existing HVAC	1	ls		. ,		
	Remove Existing Plumbing	1	ls	\$500.00	\$500 \$500		
	Remove Existing Electrical	1	ls	\$500.00	\$500		
	TOTAL Selective Demolition		1		\$5,279	\$5,279	



CSI	Item Description	Quantity	Unit	Unit Price	Item Total	Section Total	Division Total
	SITE IMPROVEMENTS						
	Bench (Allowance)	3	ea	\$500.00	\$1,500		
	New Stained Concrete Plaza	2,019	sf	\$6.00	\$12,114		
	Rail Tracks	200	If	\$125.00	\$25,000		
	Concrete Planter Wall & Footing - 1'-3"	550	sf	\$25.00	\$13,750		
	Landscaping in Planters	968	sf	\$5.00	\$4,840		
	New Wood Deck	1,120	sf	\$15.00	\$16,800		
	Wood Steps to Deck	20	lf	\$8.00	\$160		
	Stair/Ramp/Deck Metal Railing	189	lf	\$30.00	\$5,670		
	Gravel	2,558	sf	\$0.60	\$1,535		
	Brick Pavers	457	sf	\$12.00	\$5,484		
	Ornamental Steel Fence	240	lf	\$40.00	\$9,600		
	Sidewalk	800	sf	\$4.00	\$3,200		
	Landscaping near Street	682	sf	\$5.00	\$3,410		
	TOTAL Site Improvements				\$103,063	\$103,063	
	TOTAL Site improvements				\$103,003	\$103,003	
	TOTAL DIVISION 2						\$108,3
							<b>V.00,0</b>
DIV 6	WOOD, PLASTICS AND COMPOSITES						
	WOOD BLOCKING & ROUGH CARPENTRY						
	Misc. Wood Repair & Carpentry - Unforeseen Conditions	1	ls	\$1,000.00	\$1,000		
	TOTAL Wood Blocking & Rough Carpentry				\$1,000	\$1,000	
	10 The Hood Blooking a Hough outpointy				<b>\$1,000</b>	<b>\$1,000</b>	
	FINISH CARPENTRY						
	New Bead Board Ceiling	369	sf	\$5.00	\$1,845		
			Oi	ψ0.00	·	41.01-	
	TOTAL Finish Carpentry				\$1,845	\$1,845	
	MILLWORK						
	Pantry - 4' Wide	2		\$600.00	\$1,200		
	,	2	ea	\$600.00			
	New Lower & Upper Cabinets	11	lf 	\$400.00	\$4,400		
	Bookshelf - 2'-6" Wide	1 1	ea	\$375.00	\$375		
	Reinstall Salvaged Shelf	1	ea	\$50.00	\$50		
	TOTAL Millwork				\$6,025	\$6,025	
	TOTAL DIVISION 6						\$8,8
DIV 7	THERMAL AND MOISTURE PROTECTION						
DIV 7	THERMAL AND MOISTURE PROTECTION INSULATION						
	Spray Insulation at Roof Rafters	2,400	of.	\$1.90	\$4,560		
		2,400	sf	\$1.90	\$4,500		
	TOTAL Insulation				\$4,560	\$4,560	
	JOINT SEALERS						
	Joint Sealers	1	ls	\$500.00	\$500		
	TOTAL Joint Sealers	1			\$500	\$500	
		1			, , , , ,	, , , , ,	
	TOTAL DIVISION 7						\$5,0
DIV 8	OPENINGS						
	DOORS	<del> </del>		A	** ***		
	New Interior Wood Door, Frame & Hardware	4	ea	\$750.00	\$3,000		
	Refurbish Existing Interior Doors	2	ea	\$200.00	\$400		
	TOTAL Doors				\$3,400	\$3,400	
						•	-
	HISTORIC WINDOWS						
	New Ticket Window and Transaction Counter	1	ea	\$500.00	\$500		
	TOTAL Historic Windows				\$500	\$500	
		†			\$500	<del>+500</del>	
	TOTAL DIVISION 8	1					\$3,
		1					<b>\$0</b> ,.



CSI	Item Description	Quantity	Unit	Unit Price	Item Total	Section Total	Division Total
	i i	Quantity	Offic	Office	item rotal	Section rotal	DIVISION TOTAL
DIV 9	FINISHES GYPSUM BOARD ASSEMBLIES						
	Interior Walls -2x4 Wood Stud, 16" o.c., 5/8" Gyp., Spray Insulation	1,219	sf	\$6.00	\$7,314		
	Gypsum Board Ceilings	1,219	sf	\$3.50	\$644		
		104	51	φ3.30			
	TOTAL Gypsum Board Assemblies				\$7,958	\$7,958	
	CERAMIC TILE						
	Ceramic Tile Floor at Restrooms	105	sf	\$10.00	\$1,050		
	Ceramic Tile Wainscot at Walls	210	sf	\$10.00	\$2,100		
	TOTAL Ceramic Tile			7.000	\$3,150	\$3,150	
	TOTAL Ceramic file				<b>\$3,130</b>	\$3,130	
	WOOD FLOORS						
	New Wood Flooring - Patch 20%	438	sf	\$12.00	\$5,261		
	Refinish Existing Wood Flooring	1,754	sf	\$5.00	\$8,768		
	TOTAL Wood Floors				\$14,029	\$14,029	
					¥1.,020	***,*=*	
	PAINTING						
	Tape, Float, Paint Gyp. Board Walls	2,438	sf	\$1.25	\$3,048		
	Tape, Float, Paint Gyp. Ceilings	184	sf	\$1.50	\$276		
	Paint Existing Walls	4,370	sf	\$1.00	\$4,370		
	Paint New Bead Board Ceiling	369	sf	\$1.00	\$369		
	Prep./Prime/Paint Existing Beadboard Ceiling	702	sf	\$1.50	\$1,053		
	Paint New Interior Wood Door, Frame & Hardware	4	ea	\$75.00	\$300		
	Paint Refurbish Existing Interior Doors	2	ea	\$75.00	\$150 \$250		
	New Ticket Window and Transaction Counter  Paint Interior of Refurbished Windows, Transoms and Sidelights	1 19	ea ea	\$350.00 \$100.00	\$350 \$1,900		
		13	Ca	ψ100.00		***	
	TOTAL Painting				\$11,816	\$11,816	
	TOTAL DIVISION 9						\$36,952
	TOTAL SITISON V						<del>\</del>
DIV 10	SPECIALTIES						
	SPECIALTIES						
	Interior Signage	1	ls	\$500.00	\$500		
	Site Signage	1	ls	\$2,500.00	\$2,500		
	ADA GrabRails	4	ea	\$100.00	\$400		
	Toilet Accessories	6	ea	\$75.00	\$450		
	TOTAL Specialties				\$3,850	\$3,850	
							***
	TOTAL DIVISION 10						\$3,850
DIV 13	SPECIAL CONSTRUCTION						
2	SPECIAL CONSTRUCTION						
	Exterior Public Restrooms - 20' x 20'	400	sf	\$100.00	\$40,000		
	TOTAL Special Construction				\$40,000	\$40,000	
	TOTAL OPOSICIO CONCINCION				<b>\$40,000</b>	<b>\$40,000</b>	
	TOTAL DIVISION 13						\$40,000
DIV 15	MECHANICAL						
	PRE-ACTION FIRE PROTECTION SYSTEM			**			
	Pre-Action Fire Protection System	0	sf	\$2.50	\$0		
	TOTAL Pre-Action Fire Protection System				\$0	\$0	
	PLUMBING	<u> </u>		M4 =00 cc	A. =c=		
	Mop Sink	1	ea	\$1,500.00	\$1,500		
	WC Dedected Sink	2	ea	\$1,500.00 \$1,500.00	\$3,000		
	Pedestal Sink Kitchen Sink	2	ea	\$1,500.00 \$1,500.00	\$3,000 \$1,500		
		1	ea ea	\$1,500.00	\$1,500 \$1,500		
					D 1.JUU		
	Water Heater - 20 gallon TOTAL Plumbing	- '	- Ou	<b>\$1,000.00</b>	\$10,500	\$10,500	



CSI	Item Description	Quantity	Unit	Unit Price	Item Total	Section Total	Division Total
	HEATING, VENTILATION & AIR CONDITIONING						
	HVAC System	2,374	sf	\$18.50	\$43,919		
	Exhaust Fan	1	ls	\$500.00	\$500		
	TESTING, ADJUSTING, AND BALANCING						
	Miscellaneous, Testing, Adjustment and Balancing	2,374	sf	\$0.75	\$1,781		
	TOTAL Heating, Ventilation & Air Conditioning				\$46,200	\$46,200	
	TOTAL DIVISION 15						\$56,700
DIV 16	ELECTRICAL						
	ELECTRICAL						
	General Electrical	2,374	sf	\$5.00	\$11,870		
	Relocate Utility Pole (Allowance)	2	ea	\$1,000.00	\$2,000		
	LIGHTING						
	Pendant Lights	36	ea	\$250.00	\$9,000		
	6" Recessed Can Lights	6	ea	\$150.00	\$900		
	Ceiling Fans	5	ea	\$400.00	\$2,000		
	SPECIAL SYSTEMS						
	Security	1	ls	\$2,500.00	\$2,500		
	Telephone and Data Infrastructure	2,374	sf	\$1.50	\$3,561		
	FIRE ALARM SYSTEM						
	Fire Alarm System	2,374	sf	\$0.75	\$1,781		
	TOTAL Electrical				\$33,612	\$33,612	
	TOTAL DIVISION 16						\$33,612
	TOTAL DIRECT COST				\$338,970	\$338,970	\$338,97



901 South Mopac Expressway Barton Oaks Plaza V, Suite 200 Austin, Texas 78746 P 512.472.4600 www.hsatx.com

# **Barney Knight** & Associates

# Attorneys at Law

(512) J23 5559 (\$32) 323-3373 Same Kargasi com

Executive Office Terrace 223 West Ar Jerson Lane, Suite A-105 Sustant Toxas 78752

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# MEMORANDUM

TO:

FROM:

Barney Knight, City Attorney

DATE:

July 10, 2003

RE:

Union Pacific Railroad lease for Depot Building

The above referenced lease is the typical form lease used by Union Pacific. The term of the lease is one year. It also may be terminated without cause on 30 days notice. The lease provides for the City to pay taxes, maintenance and insurance, in addition to the rent. Alterations and improvements requires UPs direct approval, and all improvements must be removed in expiration or termination of the lease. In general, the lease is unremarkable for a one year lease but generally equates to a month to month rental given the parcellation clause.

Business issues for your consideration, include the following: (1) UP will likely value the land in the future (at a higher sales price) due to the lease; and (2) if you place the permanent improvements on the premises prior to ownership you will have little bengaining power as to the negotiated purchase price. In short, this lease and the xpc uses to improve the presuses, relocate the building, and then repeat that process unless you pur hase the property, puts JP at a very significant advantage in setting the sales price. In one or two prior instances with other cities. I have seen the city suffer greatly from reliance on a tait and good faith sales transation after leasing and improving property.

RESOLUTION NO.
A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH UNION PACIFIC RAILROAD OF OMAHA, NEBRASKA FOR THE LEASE OF CERTAIN PROPERTY AT THE NORTHEAST CORNER OF THE INTERSECTION OF FRONT STREET AND CENTER STREET FOR THE RELOCATION OF THE KYLE TRAIN DEPOT BUILDING; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.
Whereas, the original Kyle Train Depot building was saved and relocated to private property by the Charles Nash family some twenty-five years ago; and,
Whereas, the Nash family has recently sold the property where it has been located, but has offered the Depot back to the community, conditioned on the proper and appropriate relocation and long-term maintenance of this historic building; and,
Whereas, Preservation Associates, a non-profit group devoted to the preservation of historic resources within the City of Kyle and all of Hays County, working in conjunction with the Burdine Johnson Foundation, has developed a proposal to establish a partnership with the City of Kyle to relocate the Kyle Depot from its present location to downtown Kyle; and,
Whereas, the City Manager has negotiated an agreement with the Union Pacific Railroad Company to lease certain property in the downtown Kyle area in close proximity to the previous location of the Depot when it was Kyle's working train station; and,
Whereas, the Mayor and City Council are very desirous of supporting and participating this project to relocate the Kyle Train Depot building back to its original home to preserve this important part of Kyle's history and to enhance the redevelopment of the downtown area.
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE, HAYS COUNTY, TEXAS, THAT:
Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.
Section 2. <u>Authorization</u> . The City Manager is hereby authorized to execute the <i>Lease of Property</i> agreement between Union Pacific Railroad Company and the City of Kyle, Texas for the lease of certain real property as described therein, a copy of which is attached hereto and marked Exhibit Λ; and made part of this Resolution as if copied verbatim herein.
Section 3. <u>Effective Date</u> . This Resolution shall take effect from and after the date of its passage as authorized by the Charter of the City of Kyle.
Section 4. Open Meetings. That it is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public and that notice of the time, place, & purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Local Gov't Code.

Folder: 02172-92

# LEASE OF PROPERTY

THIS LEASE ("Lease") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_\_, 2003, between UNION PACIFIC RAILROAD COMPANY ("Lessor") and CITY OF KYLE, whose address is 300 W Center, Po Box 40, Kyle, Texas 78640 ("Lessee").

# IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

### Article I. PREMISES; USE.

Lessor leases to Lessee and Lessee leases from Lessor the premises ("Premises") at Kyle, Texas, as shown on the print dated May 22, 2003, marked Exhibit "A", hereto attached and made a part hereof, subject to the provisions of this Lease and of Exhibit B attached hereto and made a part hereof. The Premises may be used for placement of an old "Railroad Depot" and beautification and for purposes incidental thereto, only, and for no other purpose.

### Article II. TERM.

A. The term of this Lease shall commence on July 15, 2003, and unless sooner terminated as provided in this Lease, shall extend for one year; and thereafter, shall automatically be extended from year to year.

#### Article III. RENT

- A. Lessee shall pay to Lessor, in advance, rent of Three Thousand One Hundred Dollars (\$3,100.00) annually. The rent shall be increased by Two Percent (2%) annually, cumulative and compounded.
- B. Not more than once every three (3) years, Lessor may redetermine the rent. In the event that Lessor does redetermine the rent, Lessor shall notify Lessee of such change.

# Article IV. SPECIAL PROVISION - INSURANCE

A. At all times during the term of this Lease, Lessee shall, at Lessee's sole cost and expense, procure and maintain the following insurance coverage:

General Public Liability providing bodily injury, including death, personal injury and property damage coverage with combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence and a general aggregate limit of at least One Million Dollars (\$1,000,000.00). This insurance shall provide Broad Form Contractual Liability covering the indemnity provisions contained in this Agreement, severability of interests, and name Lessor as an additional insured. If coverage is purchased on a 'claims-made' basis, it shall provide for at least a three (3) year extended reporting or discovery period, which shall be invoked if insurance covering the time period of this Agreement is canceled.

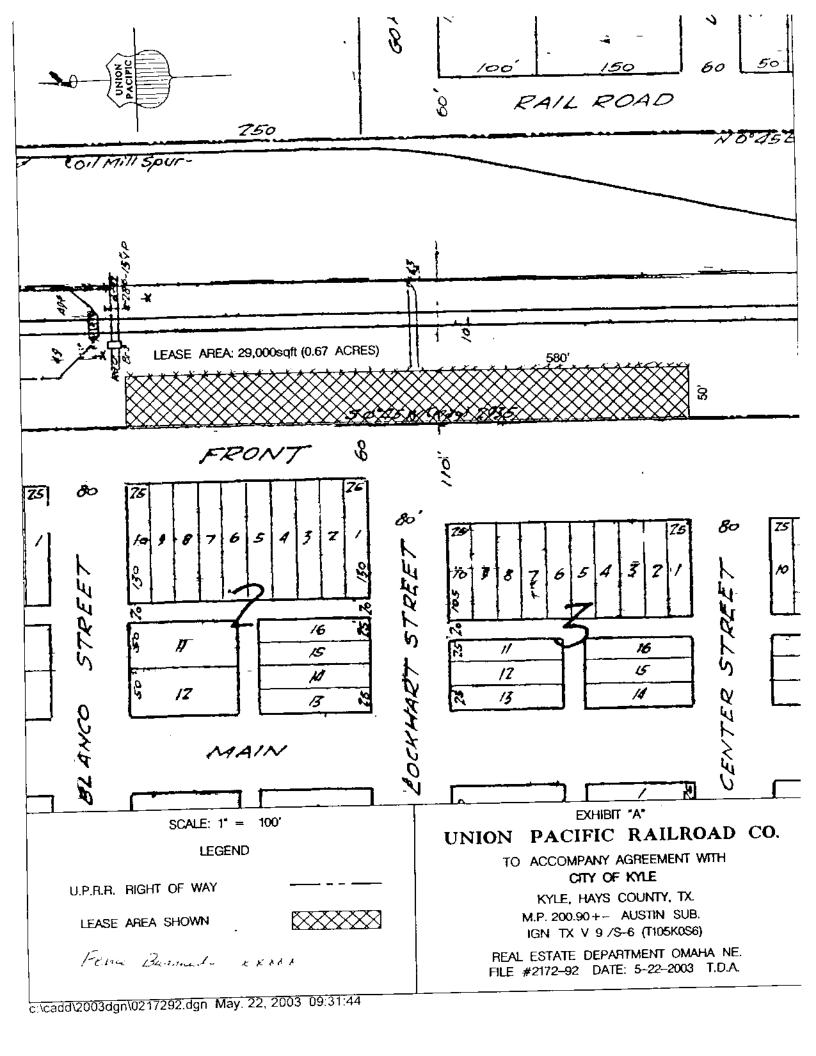
- B. Lessee shall furnish Lessor with certificate(s) of insurance, identifying Folder No. 2172-92, evidencing the required coverage and, upon request, a certified duplicate original of the policy. The insurance company issuing the policy shall notify Lessor, in writing, of any material alteration including any change in the retroactive date in any 'claims-made' policies or substantial reduction of aggregate limits, or cancellation at least thirty (30) days prior thereto. The insurance policy shall be written by a reputable insurance company or companies acceptable to Lessor or with a current Best's Insurance Guide Rating of B and Class VII or better, and which is authorized to transact business in the state where the Premises are located.
- C. Lessee hereby waives its right of subrogation under the above insurance policy against Lessor for payment made to or on behalf of employees of Lessee or its agents or for loss of its owned or leased property or property under its care, custody and control while on or near the Premises or any other property of Lessor. Lessee's insurance shall be primary with respect to any insurance carried by Lessor.

### SPECIAL PROVISION – FENCE/BARRICADE

Lessee, at Lessee's sole cost and expense, shall construct and maintain, at all times during the term of this Lease, a fence/barricade of a design satisfactory to Lessor, in the location shown on the attached Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first herein written.

UNION PACIFIC RAILROAD COMPANY	KYLE CITY OF				
By: Manager - Real Estate	By:				
NOTE:					



#### **FXHIBIT B**

# Section 1. IMPROVEMENTS.

No improvements placed upon the Premises by Lessee shall become a part of the realty.

# Section 2. RESERVATIONS AND PRIOR RIGHTS.

- A. Lessor reserves to itself, its agents and contractors, the right to enter the Premises at such times as will not unreasonably interfere with Lessee's use of the Premises.
- B. Lessor reserves (i) the exclusive right to permit third party placement of advertising signs on the Premises, and (ii) the right to construct, maintain and operate new and existing facilities (including, without limitation, trackage, fences, communication facilities, roadways and utilities) upon, over, across or under the Premises, and to grant to others such rights, provided that Lessee's use of the Premises is not interfered with unreasonably.
- C. This Lease is made subject to all outstanding rights, whether or not of record. Lessor reserves the right to renew such outstanding rights.

# Section 3. PAYMENT OF RENT.

Rent (which includes the annual rent and all other amounts to be paid by Lessee under this Lease) shall be paid in lawful money of the United States of America, at such place as shall be designated by the Lessor, and without offset or deduction.

# Section 4. TAXES AND ASSESSMENTS.

- A. Lessee shall pay, prior to delinquency, all taxes levied during the life of this Lease on all personal property and improvements on the Premises not belonging to Lessor. If such taxes are paid by Lessor, either separately or as a part of the levy on Lessor's real property, Lessee shall reimburse Lessor in full within thirty (30) days after rendition of Lessor's bill.
- B. If the Premises are specially assessed for public improvements, the annual rent will be automatically increased by 12% of the full assessment amount.

# Section 5. WATER RIGHTS.

This Lease does not include any right to the use of water under any water right of Lessor, or to establish any water rights except in the name of Lessor.

# Section 6. CARE AND USE OF PREMISES.

- A. Lessee shall use reasonable care and caution against damage or destruction to the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use the Premises in any way that creates a hazard to persons or property. Lessee shall keep the Premises in a safe, neat, clean and presentable condition, and in good condition and repair. Lessee shall keep the sidewalks and public ways on the Premises, and the walkways appurtenant to any railroad spur track(s) on or serving the Premises, free and clear from any substance which might create a hazard and all water flow shall be directed away from the tracks of the Lessor.
  - B. Lessee shall not permit any sign on the Premises, except signs relating to Lessee's business.

- C. If any improvement on the Premises not belonging to Lessor is damaged or destroyed by fire or other casualty, Lessee shall, within thirty (30) days after such casualty, remove all debris resulting therefrom. If Lessee fails to do so, Lessor may remove such debris, and Lessee agrees to reimburse Lessor for all expenses incurred within thirty (30) days after rendition of Lessor's bill.
- D. Lessee shall comply with all governmental laws, ordinances, rules, regulations and orders relating to Lessee's use of the Premises.

# Section 7. HAZARDOUS MATERIALS, SUBSTANCES AND WASTES.

- A. Without the prior written consent of Lessor, Lessee shall not use or permit the use of the Premises for the generation, use, treatment, manufacture, production, storage or recycling of any Hazardous Substances, except that Lessee may use (i) small quantities of common chemicals such as adhesives, lubricants and cleaning fluids in order to conduct business at the Premises and (ii) other Hazardous Substances, other than hazardous wastes as defined in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., as amended ("RCRA"), that are necessary for the conduct of Lessee's business at the Premises as specified in Article I. The consent of Lessor may be withheld by Lessor for any reason whatsoever, and may be subject to conditions in addition to those set forth below. It shall be the sole responsibility of Lessee to determine whether or not a contemplated use of the Premises is a Hazardous Substance use.
- B. In no event shall Lessee (i) release, discharge or dispose of any Hazardous Substances, (ii) bring any hazardous wastes as defined in RCRA onto the Premises, (iii) install or use on the Premises any underground storage tanks, or (iv) store any Hazardous Substances within one hundred feet (100') of the center line of any main track.
- C. If Lessee uses or permits the use of the Premises for a Hazardous Substance use, with or without Lessor's consent, Lessee shall furnish to Lessor copies of all permits, identification numbers and notices issued by governmental agencies in connection with such Hazardous Substance use, together with such other information on the Hazardous Substance use as may be requested by Lessor. If requested by Lessor, Lessee shall cause to be performed an environmental assessment of the Premises upon termination of the Lease and shall furnish Lessor a copy of such report, at Lessee's sole cost and expense.
- p. Without limitation of the provisions of Section 12 of this Exhibit B, Lessee shall be responsible for all damages, losses, costs, expenses, claims, fines and penalties related in any manner to any Hazardous Substance use of the Premises (or any property in proximity to the Premises) during the term of this Lease or, if longer, during Lessee's occupancy of the Premises, regardless of Lessor's consent to such use, or any negligence, misconduct or strict liability of any Indemnified Party (as defined in Section 12), and use, or any negligence, misconduct or strict liability of any Indemnified Party (as defined in Section 12), and including, without limitation, (i) any diminution in the value of the Premises and/or any adjacent property of including, without limitation, (ii) any diminution in the value of the Premises and/or any adjacent property of any of the Indemnified Parties, and (ii) the cost and expense of clean-up, restoration, containment, remediation, decontamination, removal, investigation, monitoring, closure or post-closure. Notwithstanding the foregoing, Lessee shall not be responsible for Hazardous Substances (i) existing on, in or under the Premises prior to the earlier to occur of the commencement of the term of the Lease or Lessee's taking occupancy of the Premises, or (ii) migrating from adjacent property not controlled by Lessee, or (iii) placed on, in or under the Premises by any of the Indemnified Parties; except where the Hazardous Substance is discovered by, or the contamination is exacerbated by, any excavation or investigation undertaken by or at the behest of Lessee. Lessee shall have the burden of proving by a preponderance of the evidence that any exceptions of the foregoing to Lessee's responsibility for Hazardous Substances applies.
- E. In addition to the other rights and remedies of Lessor under this Lease or as may be provided by law, if Lessor reasonably determines that the Premises may have been used during the term of this Lease or any prior lease with Lessee for all or any portion of the Premises, or are being used for any Hazardous Substance use, with or without Lessor's consent thereto, and that a release or other contamination may have occurred, Lessor may, at its election and at any time during the life of this Lease or thereafter (i) cause the

Premises and/or any adjacent premises of Lessor to be tested, investigated, or monitored for the presence of any Hazardous Substance, (ii) cause any Hazardous Substance to be removed from the Premises and any adjacent lands of Lessor, (iii) cause to be performed any restoration of the Premises and any adjacent lands of Lessor, and (iv) cause to be performed any remediation of, or response to, the environmental condition of the Premises and the adjacent lands of Lessor, as Landlord reasonably may deem necessary or desirable, and the cost and expense thereof shall be reimbursed by Lessee to Lessor within thirty (30) days after and the cost and expense thereof shall be reimbursed by Lessee, at Lessee's sole cost and rendition of Lessor's bill. In addition, Lessor may, at its election, require Lessee, at Lessee's sole cost and expense, to perform such work, in which event, Lessee shall promptly commence to perform and thereafter diligently prosecute to completion such work, using one or more contractors and a supervising consulting engineer approved in advance by Lessor.

F. For purposes of this Section 7, the term "Hazardous Substance" shall mean (i) those substances included within the definitions of "hazardous substance", "pollutant", "contaminant", or "hazardous waste", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq., as amended or in RCRA, the regulations promulgated pursuant to either such Act, or state laws and regulations similar to or promulgated pursuant to either such Act, (ii) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) flammable or explosive, or (D) radioactive; and (iii) such other substances, materials and wastes which are or become regulated or classified as hazardous or toxic under federal, state or local law.

# Section 8. <u>UTILITIES.</u>

- A. Lessee will arrange and pay for all utilities and services supplied to the Premises or to Lessee.
- B. All utilities and services will be separately metered to Lessee. If not separately metered, Lessee shall pay its proportionate share as reasonably determined by Lessor.

# Section 9. LIENS.

Lessee shall not allow any liens to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. Lessor shall have the right to discharge any such liens at Lessee's expense.

# Section 10. ALTERATIONS AND IMPROVEMENTS; CLEARANCES.

- A. No alterations, improvements or installations may be made on the Premises without the prior consent of Lessor. Such consent, if given, shall be subject to the needs and requirements of the Lessor in the operation of its Railroad and to such other conditions as Lessor determines to impose. In all events such consent shall be conditioned upon strict conformance with all applicable governmental requirements and Lessor's then-current clearance standards.
  - B. All alterations, improvements or installations shall be at Lessee's sole cost and expense.
- C. Lessee shall comply with Lessor's then-current clearance standards, except (i) where to do so would cause Lessee to violate an applicable governmental requirement, or (ii) for any improvement or device in place prior to Lessee taking possession of the Premises if such improvement or device complied with Lessor's clearance standards at the time of its installation.
- D. Any actual or implied knowledge of Lessor of a violation of the clearance requirements of this Lease or of any governmental requirements shall not relieve Lessee of the obligation to comply with such requirements, nor shall any consent of Lessor be deemed to be a representation of such compliance.

### Section 11. AS-IS.

Lessee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Lessee acknowledges that Lessor shall have no duty to maintain, repair or improve the Premises.

# Section 12. RELEASE AND INDEMNITY.

- A. As a material part of the consideration for this Lease, Lessee, to the extent it may lawfully do so, waives and releases any and all claims against Lessor for, and agrees to indemnify, defend and hold harmless Lessor, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against, any loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, Lessor, Lessee, or any employee of Lessor or Lessee) and arising from or related to (i) any use of the Premises by Lessee or any invitee or licensee of Lessee, (ii) any act or omission of Lessee, its officers, agents, employees, licensees or invitees, or (iii) any breach of this Lease by Lessee.
- B. The foregoing release and indemnity shall apply regardless of any negligence, misconduct or strict liability of any Indemnified Party, except that the indemnity, only, shall not apply to any Loss caused by the sole, active and direct negligence of any Indemnified Party if the Loss (i) was not occasioned by fire or other casualty, or (ii) was not occasioned by water, including, without limitation, water damage due to the position, location, construction or condition of any structures or other improvements or facilities of any Indemnified Party.
- C. Where applicable to the Loss, the liability provisions of any contract between Lessor and Lessee covering the carriage of shipments or trackage serving the Premises shall govern the Loss and shall supersede the provisions of this Section 12.
- D. No provision of this Lease with respect to insurance shall limit the extent of the release and indemnity provisions of this Section 12.

# Section 13. TERMINATION.

- A. Lessor may terminate this Lease by giving Lessee notice of termination, if Lessee (i) fails to pay rent within fifteen (15) days after the due date, or (ii) defaults under any other obligation of Lessee under this Lease and, after written notice is given by Lessor to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given.
- B. Notwithstanding the term of this Lease set forth in Article II, Lessor or Lessee may terminate this Lease without cause upon thirty (30) days' notice to the other party; provided, however, that at Lessor's election, no such termination by Lessee shall be effective unless and until Lessee has vacated and restored the Premises as required in Section 15A), at which time Lessor shall refund to Lessee, on a pro rata basis, any unearned rental paid in advance.

# Section 14. LESSOR'S REMEDIES.

Lessor's remedies for Lessee's default are to (a) enter and take possession of the Premises, without terminating this Lease, and relet the Premises on behalf of Lessee, collect and receive the rent from reletting, and charge Lessee for the cost of reletting, and/or (b) terminate this Lease as provided in Section 13 A) above and sue Lessee for damages, and/or (c) exercise such other remedies as Lessor may have at law or in equity. Lessor may enter and take possession of the Premises by self-help, by changing locks, if necessary, and may lock out Lessee, all without being liable for damages.

# Section 15. VACATION OF PREMISES; REMOVAL OF LESSEE'S PROPERTY.

- A. Upon termination howsoever of this Lease, Lessee (i) shall have peaceably and quietly vacated and surrendered possession of the Premises to Lessor, without Lessor giving any notice to quit or demand for possession, and (ii) shall have removed from the Premises all structures, property and other materials not belonging to Lessor, and restored the surface of the ground to as good a condition as the same was in before such structures were erected, including, without limitation, the removal of foundations, the filling in of excavations and pits, and the removal of debris and rubbish.
- B. If Lessee has not completed such removal and restoration within thirty (30) days after termination of this Lease, Lessor may, at its election, and at any time or times, (i) perform the work and Lessee shall reimburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) take title to all or any portion of such structures or property by giving notice of such election to Lessee, and/or (iii) treat Lessee as a holdover tenant at will until such removal and restoration is completed.

# Section 16. FIBER OPTICS.

Lessee shall telephone Lessor during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Fridays, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried on the Premises. If cable is buried on the Premises, Lessee will telephone the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. Notwithstanding compliance by Lessee with this Section 16, the release and indemnity provisions of Section 12 above shall apply fully to any damage or destruction of any telecommunications system.

## Section 17. NOTICES.

Any notice, consent or approval to be given under this Lease shall be in writing, and personally served, sent by reputable courier service, or sent by certified mail, postage prepaid, return receipt requested, to Lessor at: Union Pacific Railroad Company, Attn: Assistant Vice President - Real Estate, Real Estate Department, 1800 Farnam Street, Omaha, Nebraska 68102; and to Lessee at the above address, or such other address as a party may designate in notice given to the other party. Mailed notices shall be deemed served five (5) days after deposit in the U.S. Mail. Notices which are personally served or sent by courier service shall be deemed served upon receipt.

### Section 18. ASSIGNMENT.

- A. Lessee shall not sublease the Premises, in whole or in part, or assign, encumber or transfer (by operation of law or otherwise) this Lease, without the prior consent of Lessor, which consent may be denied at Lessor's sole and absolute discretion. Any purported transfer or assignment without Lessor's consent shall be void and shall be a default by Lessee.
- B. Subject to this Section 18, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

### Section 19. CONDEMNATION.

If, as reasonably determined by Lessor, the Premises cannot be used by Lessee because of a condemnation or sale in lieu of condemnation, then this Lease shall automatically terminate. Lessor shall be entitled to the entire award or proceeds for any total or partial condemnation or sale in lieu thereof, including, without limitation, any award or proceeds for the value of the leasehold estate created by this Lease. Notwithstanding the foregoing, Lessee shall have the right to pursue recovery from the condemning authority of such compensation as may be separately awarded to Lessee for Lessee's relocation expenses, the taking of Lessee's personal property and fixtures, and the interruption of or damage to Lessee' business.

### IND LS 11/15/99 APPROVED, LAW

### ATTORNEY'S FEES. Section 20.

If either party retains an attorney to enforce this Lease (including, without limitation, the indemnity provisions of this Lease), the prevailing party is entitled to recover reasonable attorney's fees.

### ENTIRE AGREEMENT. Section 21.

This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction. Except for the unilateral redetermination of annual rent as provided in Article III., this Lease may be amended only by a written instrument signed by Lessor and Lessee.

### **Delia Meave**

From:

Don Nyland <Don.Nyland@txdot.gov>

Sent:

Monday, July 11, 2011 4:05 PM

To:

Delia Meave

Subject:

RE: Historic Kyle Depot Renovation - Right of Way Requirements on Center Street

Your Depot drawing is acceptable to my office. Please ensure that the lane width does not decrease less than 12 ft.

>>> "Delia Meave" <<u>delia@claytonandlittle.com</u>> 7/8/2011 10:05 AM >>> Good Morning Don,

Attached is an updated site plan proposal with a minor sidewalk change. We have increased the width of the sidewalk to 10' and moved the benches to be adjacent to the sidewalk. Please review and let us know if this updated proposal is still in compliance with your ROW standards.

Thank you,

Delia Micaela Meave, Assoc. AIA

Architects **Clayton&Little**1001 East 8th Street
Austin Texas 78702
512 477 1727 x216

From: Delia Meave

Sent: Wednesday, June 08, 2011 4:03 PM

**To:** 'Don Nyland' **Cc:** Reed Smith

Subject: RE: Historic Kyle Depot Renovation - Right of Way Requirements on Center Street

Great! Thank you Don!

Delia Micaela Meave, Assoc. AIA

Architects Clayton&Little 1001 East 8th Street Austin Texas 78702 512 477 1727 x216

From: Don Nyland [mailto:Don.Nyland@txdot.gov]

Sent: Wednesday, June 08, 2011 3:22 PM

**To:** Delia Meave **Cc:** Reed Smith

Subject: RE: Historic Kyle Depot Renovation - Right of Way Requirements on Center Street

Ok. That will work. I looked for ROW maps for the downtown area but they did not give a measurement in that area.; Will continue to look. What you show on your drawing looks good so far.

Don Nyland, P.E.
Texas Dept. Transportation
9725 S IH 35
Austin, Texas 78744
512-282-2113
fax 512-282-2362
>>> "Delia Meave" < delia@claytonandlittle.com > 6/8/2011 2:28 PM >>> Don,

Based on a streetscape plan we received from the City of Kyle we measured 12'-2" from the center of FM 150 (Center Street) to the lip of the curb. This would align with the recent streetscape improvements at Front street.

Delia Micaela Meave, Assoc. AIA

Architects
Clayton&Little
1001 East 8th Street
Austin Texas 78702
512 477 1727 x216

From: Don Nyland [mailto:Don.Nyland@txdot.gov]

Sent: Wednesday, June 08, 2011 2:20 PM

To: Delia Meave

Subject: Re: Historic Kyle Depot Renovation - Right of Way Requirements on Center Street

How far off the center of the road is the lip of gutter?

>>> "Delia Meave" <  $\frac{\text{delia@claytonandlittle.com}}{\text{Good Afternoon Don,}} > 6/8/2011 \ 2:15 \ \text{PM} >>> 6/8/2011 \ 2:15 \ \text{PM} >> 6/8/2011 \ 2:15 \ \text{PM} >>> 6/8/2011 \ 2:15 \ \text{PM} >>> 6/8/2011 \ 2:15 \ \text{PM} >> 6/8/2011 \ 2:15 \ \text{PM$ 

Please see attached PDF of our Prosed Site Plan for The Historic Train Depot on the Corner of Center Street and Front Street. As you can see we are proposing to add a side walk along center street and create a more welcoming landscape to conceal the existing electrical equipment and provide rest areas for the public while they explore Downtown Kyle. Please review and let us know of any Right of Way improvement standards with TxDOT that we need to comply with. It is also our intent to comply with all TAS Standards throughout this entire project.

Thank you for your help.

Delia Micaela Meave, Assoc. AIA

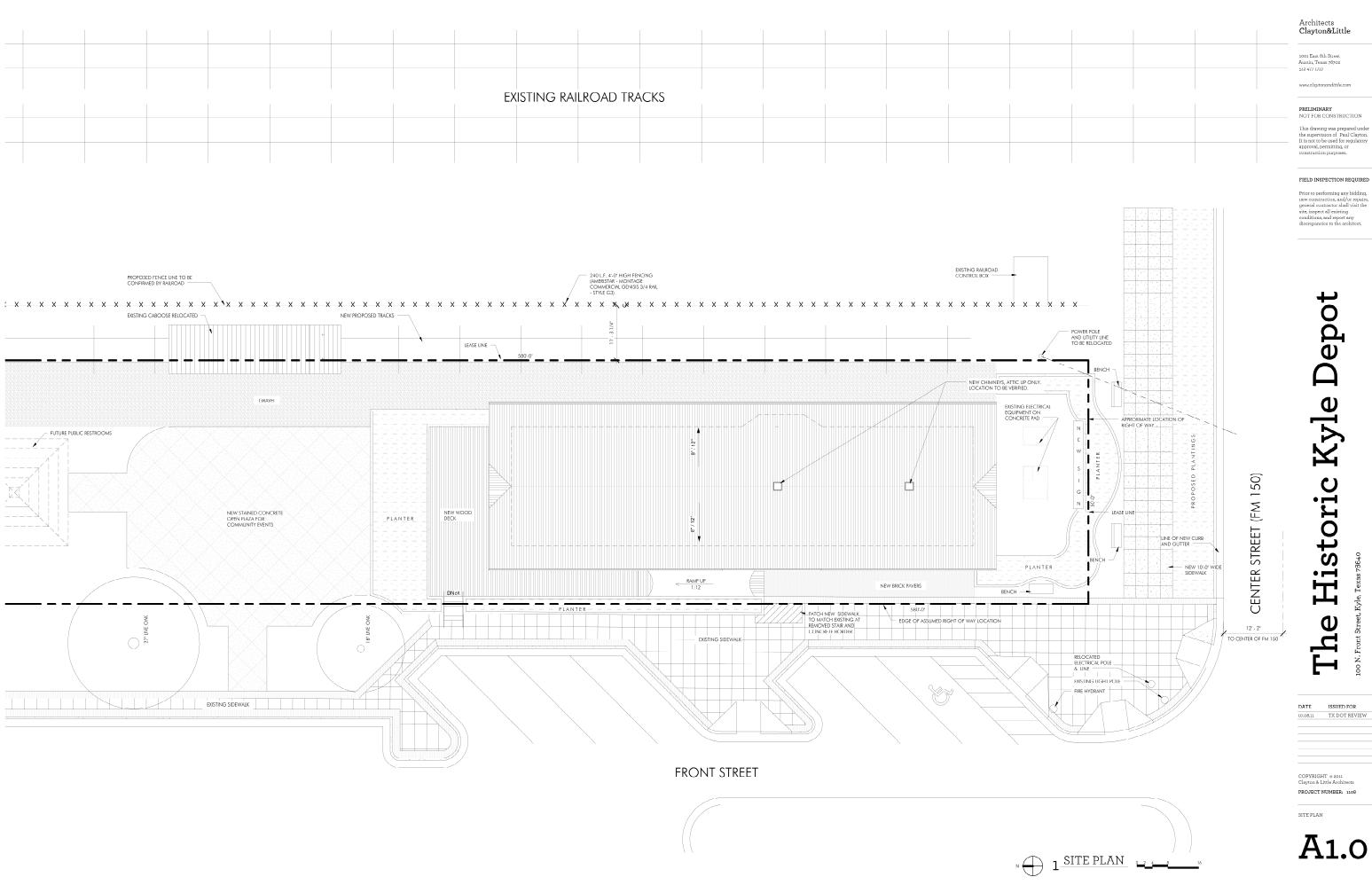
Architects **Clayton&Little**1001 East 8th Street
Austin Texas 78702
512 477 1727 x216

Hurricane season is underway. Do you have a Personal Plan for your family's safety? Visit <a href="www.txdot.gov/travel/hurricane.htm">www.txdot.gov/travel/hurricane.htm</a>

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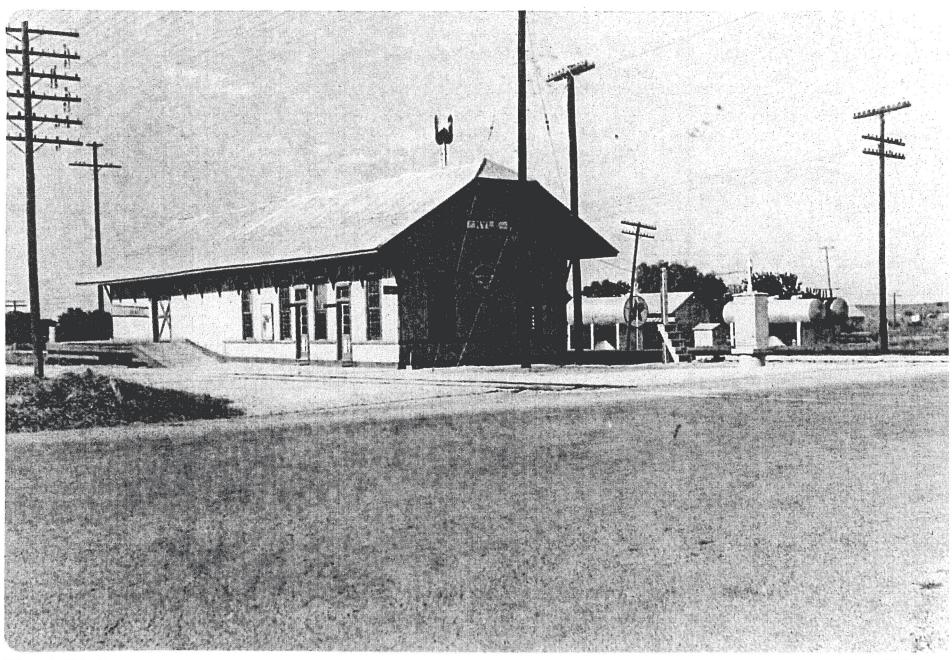


### Clayton&Little

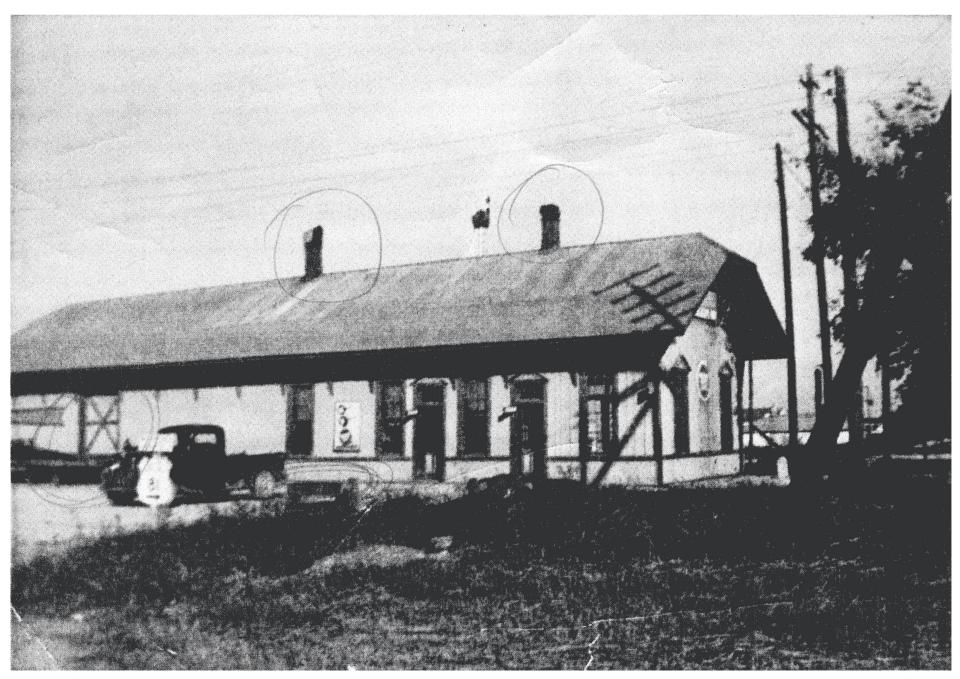
the supervision of Paul Clayton.
It is not to be used for regulatory approval, permitting, or

DATE ISSUED FOR

A1.0



Historic Kyle Depot



Historic Kyle Depot

