



# City of San Marcos

630 East Hopkins  
San Marcos, TX 78666

## Regular Meeting Agenda - Final City Council

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Tuesday, January 7, 2020

6:00 PM

City Council Chambers

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630 E. Hopkins

- I. Call To Order
- II. Roll Call
- III. Invocation
- IV. Pledges Of Allegiance - United States And Texas
- V. 30 Minute Citizen Comment Period

### CONSENT AGENDA

1. Consider approval, by motion, of the following meeting Minutes:
  - A. December 17, 2019 - Work Session Meeting Minutes
  - B. December 17, 2019 - Regular Meeting Minutes
2. Consider approval of Resolution 2020-01R, approving an amendment to the interlocal agreement with Texas State University (Edwards Aquifer Research and Data Center) providing for groundwater quality monitoring services in the vicinity of the Kissing Tree Subdivision for an amended amount not to exceed \$265,000 over a five-year term to be paid through funds collected by Tax Increment Reinvestment Zone (TIRZ) No. 4; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.
3. Consider approval of Resolution 2020-02R, approving the second extension of an agreement for operation and maintenance of the San Marcos Wastewater Treatment Plant with Operations Management International, Inc., now operating as Jacobs Engineering Group, Inc. for an additional five years, together with associated cost adjustments as provided in the original contract; authorizing the City Manager or his designee to execute the second extension on behalf of the City; and declaring an effective date.
4. Consider approval of Resolution 2020-03R, approving the purchase of a transformer for the Rattler Substation operated by the San Marcos Electric Utility from Texas Electric Cooperatives in the amount of \$777,772; authorizing the City Manager or his designee to execute all appropriate documents to complete the purchase; and declaring an effective date.

5. Consider approval of Resolution 2020-04R, approving a Change in Service to the agreement with Scheibe Consulting, LLC relating to additional design and construction phase services for the Blanco Gardens Drainage Improvement Project in the amount of \$141,587; authorizing the City Manager or his designee to execute the appropriate documents to implement the change in service; and declaring an effective date.
6. Consider approval of Resolution 2020-05R, approving a Change in Service to the Engineering Services agreement with Alan Plummer Associates, Inc. (Contract no. 219-051) relating to the Alliance Regional Water Authority Supply Improvement Project in the estimated amount of \$260,173; authorizing the City Manager or his designee to execute the appropriate documents to implement the Change in Service; and declaring an effective date.
7. Consider approval of Resolution 2020-06R, authorizing funding in the amount of \$50,000 for marketing and promotion of the Go Wheels Up event at the San Marcos Regional Airport organized by Go Wheels Up Texas, LLC; authorizing the City Manager or his designee to execute an amendment to the special event agreement between the City and Go Wheels Up Texas, LLC detailing the use of the funds to promote tourism in the City; and declaring an effective date.
8. Consider approval of Resolution 2020-07R, approving the Second Extension and Restatement of Operation and Management Services Agreement for the San Marcos Regional Airport with Texas Aviation Partners, LLC for an additional five years; authorizing the City Manager or his designee to execute this renewal on behalf of the City; and declaring an effective date.

## **PUBLIC HEARINGS**

9. Receive a Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-01, annexing into the City approximately 39.37 acres of land out of the Cyrus Wickson Survey, Abstract No. 474, Hays County, generally located at the western corner of South Old Bastrop Highway and Rattler Road; including procedural provisions; and providing an effective date; and consider approval of Ordinance 2020-01, on the first of two readings.
10. Receive a Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-02, amending the Official Zoning Map of the City by rezoning approximately 29.4 acres out of the Cyrus Wickson Survey, Abstract No. 474, Hays County, generally located in the 3200 block of South Old Bastrop Highway, from "FD" Future Development District to "CD-3" Character District 3; and including procedural provisions; and consider approval of Ordinance 2020-02 on first of two readings.
11. Receive a Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-03, amending the Official Zoning Map of the City by rezoning approximately six acres out of the Cyrus Wickson Survey, Abstract No. 474, Hays County, generally located at the western corner of South Old Bastrop Highway and Rattler Road, from "FD" Future Development District to "CD-5" Character District 5; and including procedural provisions; and consider approval of Ordinance 2020-03, on the first of two

readings.

## **NON-CONSENT AGENDA**

12. Consider approval of Ordinance 2019-46, on the second of two readings, amending Chapter 82, Traffic and Vehicles, of the San Marcos City Code, by adding a new Article 9 that prohibits motor-assisted scooters on public property, streets and sidewalks; providing a savings clause; providing for the repeal of any conflicting provisions; providing for penalties; and providing an effective date.
13. Receive a presentation and provide feedback regarding the San Marcos Complete Count Committee's planned outreach efforts to promote the 2020 Census.
14. Receive a Staff update regarding the advertising and marketing program of the Convention and Visitor Bureau to promote tourism in the City, and provide direction to the City Manager.

## **EXECUTIVE SESSION**

15. Executive Session in accordance with the following Government Code Sections:
  - A. Section § 551.072 - Real Property: to receive a staff briefing and deliberation regarding acquisition of property in Downtown San Marcos for Public Use.
  - B. Section § 551.071 - Consultation with Attorney: to receive a staff briefing and deliberation regarding Martindale ETJ Matters.
16. Consider action, by motion, regarding the following Executive Session items held during the Work Session:
  - A. Section § 551.072 - Real Property: to receive a staff briefing and deliberation regarding acquisition of property in Downtown San Marcos for Public Use
  - B. Section § 551.071 - Consultation with Attorney: to receive a staff briefing and deliberation regarding Martindale ETJ Matters.

VI. Question and Answer Session with Press and Public.

VII. Adjournment.

**POSTED ON TUESDAY, DECEMBER 31, 2019 @ 12:00PM**

**TAMMY K. COOK, INTERIM CITY CLERK**

Notice of Assistance at the Public Meetings

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Legislation Text

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**File #:** ID#19-824, **Version:** 1

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**AGENDA CAPTION:**

Consider approval, by motion, of the following meeting Minutes:

- A. December 17, 2019 - Work Session Meeting Minutes
- B. December 17, 2019 - Regular Meeting Minutes

**Meeting date:** 1/7/2020

**Department:** City Clerk

**Amount & Source of Funding**

**Funds Required:** N/A

**Account Number:** N/A

**Funds Available:** N/A

**Account Name:** N/A

**Fiscal Note:**

**Prior Council Action:** Approval of Previous Meeting Minutes

**City Council Goal:** [Please select goal from dropdown menu below]

Choose an item.

**Comprehensive Plan Element (s):** [Please select the Plan element(s) and Goal # from below]

- Economic Development Choose an item.
- Environment & Resource Protection Choose an item.
- Land Use Choose an item.
- Neighborhoods & Housing Choose an item.
- Parks, Public Spaces & Facilities Choose an item.
- Transportation Choose an item.
- Not Applicable

**Master Plan:** [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]

Choose an item.

**Background Information:**

The following minutes are attached for review:

- A. December 17, 2019 - Work Session Meeting Minutes
- B. December 17, 2019 - Regular Meeting Minutes

**Council Committee, Board/Commission Action:** [Click or tap here to enter text.](#)

**Alternatives:**

**Recommendation:** Approve Minutes as attached



# City of San Marcos

630 East Hopkins  
San Marcos, TX 78666

## Meeting Minutes City Council

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Tuesday, December 17, 2019

3:00 PM

City Council Chambers

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### 630 E. Hopkins - Work Session

#### I. Call To Order

**With a quorum present, the work session meeting of the San Marcos City Council was called to order by Mayor Hughson at 3:00 p.m. Tuesday, December 17, 2019 in the City Council Chambers, 630 E. Hopkins, San Marcos, Texas 78666.**

#### II. Roll Call

**Present:** 6 - Council Member Saul Gonzales, Council Member Melissa Derrick, Mayor Jane Hughson, Mayor Pro Tem Ed Mihalkanin, Council Member Joca Marquez and Council Member Maxfield Baker

**Absent:** 1 - Deputy Mayor Pro Tem Mark Rockeymoore

#### PRESENTATIONS

1. Receive a Staff Presentation on the 2020 Comprehensive Plan Update, including discussion regarding the Housing Action Plan, Small Area Plans, policy amendments to the San Marcos Development Code, and architectural standards, and provide direction to Staff.

**Bert Lumbreras, City Manager provided a brief introduction of this item and Shannon Mattingly, Director of Planning and Development Services introduced Joe Cox, Chair of the Comprehensive Plan Oversight Committee.**

**Joe Cox, provided the context, history and purpose of the Comprehensive Plan Oversight Committee. These include:**

- **Review the progress of implementation of the Comprehensive Plan**
- **Determine completeness of achieving Comp Plan objectives**
- **Provide an annual status report on the progress made toward implementation of Comprehensive Plan.**

**The 2018 updates to the comprehensive plan include:**

**Land Use**

- **New category on the Preferred Scenario Map called Existing Neighborhood Area**
- **Refined Intensity Zones and removed designated nodes**

**Transportation**

- **Refinement of identified major transportation corridor**
- **Refinement of Greenway Corridors with Greenway Master Plan**

**Progress**

- **Since 2013 San Marcos has continued to see robust growth**
- **Significant progress has been made toward achieving goals identified in Comprehensive Plan.**
- **Updated most of our department master plans, as well as our development standards**

**However, we have also experienced Challenges**

- **Experienced significant flooding**
- **Have fallen behind on updating Comprehensive Plan**

**Mr. Cox presented the annual review schedule and it is the recommendation of the committee that two plan elements are reviewed annually in rotation so every three years the plan is fully updated. The five-year action items should be updated annually. A sample schedule of the first four years was presented as follows:**

**Year 1 - Review Economic Development and Environment and Resource Protection**

**Year 2 - Review Neighborhoods and Housing and Parks, Public Spaces, and Facilities**

**Year 3 - Review Land Use and Transportation (Adheres to Section 1.4.1.5(b) of the Code)**

**Year 4 - Review Economic Development and Environment and Resource Protection**

**The Committee has recommended that City Council focus on the following goals that have not been accomplished in full:**

- **Create a Sustainability Plan**
- **Create a Downtown Parking Plan (under the land use element)**
- **Identifying and Creating Character Index Studies (Under the Neighborhood and Housing Element)**

Council held a brief discussion regarding the annual review and consensus is to ensure that Year 1 is focused on Neighborhoods and Housing and Land Use.

Mr. Ostrowski presented the 2020 Comprehensive Plan Update and provided an outline that includes:

**1. Need for comprehensive planning**

a. We need to figure out where we want to go, before we try to figure out how we are going to get there.

b. So many initiatives are underway or close to being underway.

c. Vision and goals may have changed.

d. Moving forward with other initiatives before an update to the comprehensive plan could be challenging.

**Recommendation - Perform an update to the Comprehensive plan before moving forward with other initiatives**

**2. History of comprehensive planning**

a. Chapter 213 of the Texas Local Government Code Authorizes Comprehensive Planning to promote:

i. Sound Development

ii. Public Health, Safety, & Welfare

b. The Comprehensive Plan may:

i. Include provisions for land use, transportation, & public facilities

ii. Consist of a single plan or a coordinated set of plans

iii. Be used to coordinate and guide the establishment of development

regulations

c. The Charter states:

i. the Comprehensive Plan for the City of San Marcos shall ... guide growth and development..."

ii. "the city council will endeavor to ensure that city ordinances ... are consistent with the goals and policies in the...plan..."

iii. the [Planning and Zoning] Commission shall conduct an ongoing review of the plan..."

**3. 2013 Vision San Marcos**

a. Spring 2012 - Dream San Marcos & Visioning Workshops

b. Summer 2012 - Visioning Adopted & Committees Appointed

c. Fall 2012 - Design Rodeo & "Lego Exercise"

d. Winter 2012/2013 - Goals Adopted & Open House

e. March 16, 2013 - Comprehensive Plan Adopted

**4. What has changed**

- a. Wastewater Master Plan Update (2015, update in 2020?)
- b. Water Master Plan Update (2016, update in 2021?)
- c. Transportation Master Plan Update (2018)
- d. Parks & Open Space Master Plan Update (2019)
- e. Historic Resources Survey (2019)
- f. Housing Needs Assessment (2019)
- g. Housing Action Plan (pending adoption)
- h. Airport Master Plan Update (nearing completion)

- Other initiatives and how they fit with the comprehensive plan
- Where to go from here

The Comprehensive Plan will provide an overall vision for the future of the City and coordinate outreach efforts across the plan elements, including:

- Housing Action Plan
- Policy Code Amendments
- Small Area Plans (Neighborhoods, Downtown, etc.)
- Resiliency Planning (Mitigation, Disaster Recovery, etc.)
- Architectural Standards (Downtown)

Staff recommendations include:

**Housing Action plan Implementation**

**Policy Code Amendments**

**Small Area Plans (Neighborhoods, Downtown, etc.)**

**Resiliency Planning (Mitigation, Disaster Recovery, etc.)**

**Architectural Standards (Downtown)**

**Next Steps:**

**Today – Receive direction from the City Council to initiate an update to the Comprehensive Plan**

**Early 2020 – Staff will prepare a scope of work with a timeline outlining public outreach efforts, where consultants will be necessary, and proposed funding necessary for completion**

**Summer 2020 – Kickoff Comprehensive Plan Update**

**Council asked questions and held discussion regarding population numbers, sustainability and how initiatives will align.**

**Conclusion/Direction:**

**Council would like to see staff move forward with the Small Area Plan (SAP)**

and neighborhood character studies in conjunction with the Comprehensive Plan update and place emphasis on those plans. Staff will receive guidance from the consultant on this and bring back a contract to start the process.

Staff has received the scope for the Comprehensive Plan update from the consultant and can bring this back in January 2020 to begin the process. Ms. Mattingly provided the timeline proposed by the consultant and Council would like to see this begin soon after the beginning of the year. Council would like to see a realistic schedule for this project with the actual months listed on the timeline.

1. Staff will bring back the next stage of the Land Development Code updates
2. Staff will bring the Nore Winters contract forward in January
3. Staff will put together a scope of work and bring it back to Council after the first of the year, but before this a contract with the consultant will be brought back for Council's approval.

Staff will also bring back to a Work Session the larger policy code items for council feedback as to which items we need to include in the Comprehensive Plan Update.

Mayor Hughson asked if the Historic Preservation Commission has reviewed the Winters contract. Ms. Mattingly will verify and if not, this can be added to their January 2, 2020 agenda.

## EXECUTIVE SESSION

2. Executive Session in accordance with the following Government Code Sections:
  - A. Section § 551.074 - Personnel Matters: discuss duties and responsibilities of the City Manager
  - B. Section § 551.071 - Consultation with Attorney:
    1. to receive a staff briefing and deliberation regarding Hays County Municipal Utility District No. 8, and
    2. to receive a staff briefing and deliberation regarding Martindale ETJ Matters.

**A motion was made by Mayor Pro Tem Mihalkanin, seconded by Council Member Baker, to enter into Executive Session at 4:26 p.m. The motion carried by the following vote:**

**For:** 6 - Council Member Gonzales, Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Council Member Marquez and Council Member Baker

**Against:** 0

**Absent:** 1 - Deputy Mayor Pro Tem Rockey Moore

III. Adjournment.

**Council returned from Executive Session at 5:15 p.m.**

**A motion was made by Council Member Baker, seconded by Mayor Pro Tem Mihalkanin, to adjourn the work session meeting of the City Council at 5:16 p.m., Tuesday, December 17, 2019. The motion carried by the following vote:**

**For:** 4 - Mayor Hughson, Mayor Pro Tem Mihalkanin, Council Member Marquez and Council Member Baker

**Against:** 0

**Absent:** 2 - Council Member Derrick and Deputy Mayor Pro Tem Rockeymoore

**Recused:** 1 - Council Member Gonzales

**Tammy K. Cook, Interim City Clerk**

**Jane Hughson, Mayor**



# City of San Marcos

630 East Hopkins  
San Marcos, TX 78666

## Meeting Minutes City Council

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Tuesday, December 17, 2019

6:00 PM

City Council Chambers

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630 E. Hopkins

### I. Call To Order

**With a quorum present, the regular meeting of the San Marcos City Council was called to order by Mayor Hughson at 6:00 p.m. Tuesday, December 17, 2019 in the City Council Chambers, 630 E. Hopkins, San Marcos, Texas 78666.**

### II. Roll Call

**Present:** 6 - Council Member Saul Gonzales, Council Member Melissa Derrick, Mayor Jane Hughson, Mayor Pro Tem Ed Mihalkanin, Council Member Joca Marquez and Council Member Maxfield Baker

**Absent:** 1 - Deputy Mayor Pro Tem Mark Rockeymoore

### III. Invocation

**Krista Weber Huang, with San Marcos Unitarian Universalist Fellowship provided this evening's invocation.**

### IV. Pledges Of Allegiance - United States And Texas

**William Hughes-Ruddell, 1st grade student at San Marcos Preparatory School led the assembly in the pledges of allegiance.**

### V. 30 Minute Citizen Comment Period

**John David Carson, provided information regarding the number of people that were involved in traffic accidents, here in San Marcos, this year. He noted that these accidents are not perpetrated by bikes or scooters, but automobiles. The EPA states that the average car emits 411 grams of CO2 per mile. Shared scooters are not great either, but they emit far less CO2 at 200 grams per mile, however that number is dropping as operations become more efficient. The bus and bike are much more environmentally friendly. Mr. Carson spoke on Item 19 and stated this is not an item adopting a vision zero policy, this is not an aggressive plan to reduce vehicle miles travelled per resident. It is a blanket ban on scooters, and he is not here advocating for scooters, because they are challenging and there are safety issues. He offered ways Council could regulate, and not ban a viable source of transportation which include allowing people to**

operate their own private scooters, allow a shared scooter company to operate only with a license agreement, limit operating speeds, limit area where shared scooter fleet can operate, and limit parking area for these scooters. He believes this Ordinance would be a step backward and he asked if we want to ban vehicles for safety reasons, then we should ban cars.

Caren Murch, project manager for Trace Project. She spoke on item 2 of the agenda and believe there has been some confusion on the Planned Development District (PDD). She wrote the original PDD with the planning department and in order for the PDD to stay in compliance with the setback requirements of the recently adopted multifamily design guidelines. A combination of 2, 3 stories, and possibly 4 stories in order to obtain the highest density allowed, but this wasn't a requirement. The PDD was approved 4 years ago knowing that a multi-family builder may want to maximize density. She spoke on stepback heights, original multifamily guidelines, cross sections of proposed project, roof variations, and the product the builder is proposing. The multi-family developer is proposing a two story townhome style project and it is compatible with the neighboring single family use and is in compliance with multi-family design guidelines. She is requesting approval of the PDD presented.

Sara Lee Underwood-Myers, spoke on item 17 and 18 which deals with her neighborhood, Blanco Gardens. She left a message with the City Manager's assistant in hopes of having a meeting with him. She stated that she attended the meeting regarding items 17 and 18 of the agenda and was provided a construction summary of the projects. She would like to see the Blanco River Project a priority.

Kelly Stone, stated that the walk from downtown to City Hall is not pedestrian friendly. We have E-cabs coming soon thanks to the parking advisory efforts. She provided a recap regarding Cape's Dam. In March 2016, Council voted to remove the dam and nothing has happened. In September 2018 the Historic Preservation Commission tried to get it marked as a landmark. In January 2019, a vote was made to have a special meeting within 6 months and that didn't happen. In October 2019, a presentation was made regarding the County trying to make a swap between 5 mile dam and Cape's dam. It is December 2019, nothing has happened. Don't let your decision from 2016 turn four years old. Free the river.

Roland Saucedo, expressed his appreciation to Steve Parker and Jamie Lee Case for their years of service. He commended the council and staff on the

**awesome workshop today. It was the most organized, comprehensive and informative workshop and it was in line with the needs of our community. He spoke on Item 19 and the prohibition of scooters. He wants to make sure this Ordinance does not prohibit motor assisted scooters because many senior citizens in his neighborhood use these on the streets to get to stores. Please do not be vague, but be very clear, with the definition of the type of scooter that is being prohibited.**

**Victoria Richardson, spoke as a member of the ACTION home school debate club. She invited Council to the Debate Tournament that will be held in New Braunfels on January 10th and 11th. She provided the format of the tournament and asked that anyone interested in judging to go online and register.**

## **CONSENT AGENDA**

**A motion was made by Mayor Pro Tem Mihalkanin, seconded by Council Member Derrick, to approve the consent agenda, with the exception of items #2, 3, and 10 as they were pulled and considered separately. The motion carried by the following vote:**

**For:** 6 - Council Member Gonzales, Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Council Member Marquez and Council Member Baker

**Against:** 0

**Absent:** 1 - Deputy Mayor Pro Tem Rockeymoore

1. Consider approval, by motion, of the following meeting Minutes:
  - A. June 5, 2019 - Code SMTX Workshop Minutes
  - B. December 3, 2019 - Work Session Meeting Minutes
  - C. December 3, 2019 - Regular Meeting Minutes
  
2. Consider approval of Ordinance 2019-43, on the second of two readings, amending section 6.2.2 of the planned development district standards for the Trace Planned Development District generally located East of IH-35 and South of Posey Road to allow two story multifamily residential buildings as the only required elevations without including three and four story buildings; and including procedural provisions.

**A motion was made by Council Member Derrick, seconded by Council Member Gonzales, to approve Ordinance 2019-43, on the second of two readings. The motion carried by the following vote:**

**For:** 4 - Council Member Gonzales, Council Member Derrick, Mayor Hughson and Mayor Pro Tem Mihalkanin

**Against:** 2 - Council Member Marquez and Council Member Baker

**Absent:** 1 - Deputy Mayor Pro Tem Rockeymoore

Consider approval of Ordinance 2019-45, on the second of two readings, amending various sections of the City's Land Development Code to, among other things, address typographical and technical errors, implement recommendations of the Historic Preservation Commission to restrict the painting of masonry in the downtown historic district, and to implement changes in response to new laws enacted during the 2019 Legislative Session; amending Section 86.188 of the San Marcos City Code to require new development to have underground electric utilities, to require overhead electric service installations to be on steel poles, and to establish certain standards for electric easements; providing a savings clause; providing for the repeal of any conflicting provisions; and providing an effective date.

**MAIN MOTION: a motion was made by Mayor Pro Tem Mihalkanin, seconded by Council Member Baker to approve Ordinance 2019-45, on the second of two readings.**

**MOTION TO AMEND: a motion was made by Mayor Hughson, seconded by Council Member Baker to amend Item #25 which provided a definition for masonry as it applies to the Downtown Historic District. A list of materials was provided based on the Secretary of the Interior Standards for Treatment of Historic Properties. Remove the word "and" and replace with "or"**

**The current language:**

**A. Masonry shall be defined as Stone, Brick, Terra Cotta, Glazed Ceramic, Adobe, Mortar, Stucco, and Concrete**

**The new section will now read:**

**A. Masonry shall be defined as Stone, Brick, Terra Cotta, Glazed Ceramic, Adobe, Mortar, Stucco, or Concrete**

**The motion to amend carried by the following vote:**

**For:** 6 - Council Member Gonzales, Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Council Member Marquez and Council Member Baker

**Against:** 0

**Absent:** 1 - Deputy Mayor Pro Tem Rockeymoore

**MAIN MOTION AS AMENDED: to approve Ordinance 2019-45, on the second of two readings, as amended. The motion carried by the following vote:**

**For:** 6 - Council Member Gonzales, Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Council Member Marquez and Council Member Baker

**Against:** 0

**Absent:** 1 - Deputy Mayor Pro Tem Rockeymoore

4. Consider approval of Resolution 2019-251R, approving the annual renewal of a contract for Electric System Analytical Software with Milsoft Utility Solutions, Inc. in the estimated sum of \$7,500 for a total contract price of \$104,250.00; authorizing the City Manager or his designee to administratively approve future renewals of the contract; and declaring an effective date.
5. Consider approval of Resolution 2019-252R, approving the purchase of 25 Mixer/Aerator Systems from EGSW, LLC to be installed in lift stations operated by the San Marcos Water and Wastewater Utility as part of the Wastewater Lift Station Improvements Project in the amount of \$55,000.00; authorizing the City Manager or his designee to execute the contract on behalf of the City; and declaring an effective date.
6. Consider approval of Resolution 2019-253R, awarding a contract to Xevex Materials, LLC on an indefinite delivery / indefinite quantity (IDIQ) basis for ready-mix concrete in the estimated annual amount of \$102,000.00 and authorizing three one-year extensions; authorizing the City Manager or his designee to execute the contract on behalf of the City; and declaring an effective date.
7. Consider approval of Resolution 2019-254R, approving the purchase of a 2020 Spartan Pumper Truck from Metro Fire Apparatus Specialists, Inc. through the Houston Galveston Area Council of Governments for use by the Fire Department in the amount of \$731,267.00; authorizing the City Manager or his designee to execute all appropriate documents to complete this purchase; and declaring an effective date.
8. Consider approval of Resolution 2019-255R, approving a contract with Harris Computer Corporation for Utility Billing Customer Information System Software to support the Metersense Program in the annual amount of \$125,100.55 and to support the NorthStar program in the annual amount of \$85,361.05 and authorizing four one-year term extensions; authorizing the City Manager or his designee to execute the contract on behalf of the City; and declaring an effective date.
9. Consider approval of Resolution 2019-256R, approving a contract with AT&T Mobility II, Inc. and NetMotion Wireless for software maintenance for a secure WiFi network for use by City employees who use their devices in the field for a total contract price of \$57,593.70; authorizing the City Manager or his designee to execute the contract on behalf of the City; and declaring an effective date.
10. Consider approval of Resolution 2019-257R, approving a change in service to the agreements with Halff Associates, Inc. and Cobb Fendley & Associates for subsurface utility exploration services to increase the not-to-exceed amount by \$300,000 bringing the total contract price to \$500,000 for both firms; authorizing the City Manager or his designee to execute the appropriate documents to implement the change in service; and declaring an effective date.

**A motion was made by Mayor Pro Tem Mihalkanin, seconded by Council**

**Member Baker, to approve Resolution 2019-257R. The motion carried by the following vote:**

**For:** 6 - Council Member Gonzales, Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Council Member Marquez and Council Member Baker

**Against:** 0

**Absent:** 1 - Deputy Mayor Pro Tem Rockeymoore

11. Consider approval of Resolution 2019-258R, approving an agreement with CP&Y for the provision of preliminary engineering and field services in connection with the IH-35 (from Ellis Street to Wonder World Drive) Wastewater Improvements Project in the estimated amount of \$79,971.60; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.
12. Consider approval of Resolution 2019-259R, approving an agreement with Doucet & Associates, Inc. for 30 percent design services for the Kingwood and Sherwood Improvements Project in the estimated amount of \$165,857; authorizing the City Manager or his designee to execute the appropriate purchasing documents on behalf of the City; and declaring an effective date.
13. Consider approval of Resolution 2019-260R approving the award of a construction contract to Jordan Foster, LLC for the Hopkins Street Improvements Project in the amount of \$10,070,388.45 contingent upon concurrence in the award by the Texas Department of Transportation; authorizing the City Manager or his designee to execute the contract and associated documents on behalf of the City; and declaring an effective date.
14. Consider approval of Resolution 2019-261R, approving a developer participation agreement with Cheatham Street Flats, LLC providing for the City to participate in the costs of a Wastewater line replacement and extension, and waterline connections in the vicinity of Cheatham Street between South Guadalupe and McGehee Streets, in the total amount of \$247,530.93; authorizing the City Manager, or his designee, to execute said agreement; and declaring an effective date.
15. Consider approval of Resolution 2019-262R, approving an amendment to the developer participation agreement with Highpointe Trace, LLC to add the oversizing of a Wastewater main extension at a cost to the city of \$108,454.21; authorizing the City Manager to execute said amendment; and declaring an effective date.

## **PUBLIC HEARINGS**

16. Receive a Staff Presentation and hold a Public Hearing to receive comments for or against Resolution 2019-263R, approving an agreement for the provision of services in connection with the proposed owner requested annexation of approximately 39.4 acres of land generally located at the western corner of South Old Bastrop Highway and Rattler Road; authorizing the City Manager, or his designee, to execute said agreement on

behalf of the City; setting a date for a Public Hearing concerning the proposed annexation of said tract of land; and declaring an effective date; and consider approval of Resolution 2019-263R.

**Shannon Mattingly, Director of Planning and Development Services, provided a brief presentation regarding the setting of the proposed annexation schedule.**

**Mayor Hughson opened the Public Hearing at 6:50 p.m.**

**Those who spoke:**

**Ed Theriot, stated he is available to answer any questions Council may have on this item.**

**There being no further comments, the Mayor closed the Public Hearing at 6:51p.m.**

**A motion was made by Mayor Pro Tem Mihalkanin, seconded by Council Member Derrick, to approve Resolution 2019-263R. The motion carried by the following vote:**

**For:** 6 - Council Member Gonzales, Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Council Member Marquez and Council Member Baker

**Against:** 0

**Absent:** 1 - Deputy Mayor Pro Tem Rockeymoore

17. Receive a Staff presentation and hold a Public Hearing to receive comments for or against Resolution 2019-264R, authorizing the submission of the 2018 Community Development Block Grant ("CDBG") Program Consolidated Annual Performance Evaluation Report (CAPER) to the United States Department of Housing and Urban Development; and declaring an effective date; and consider approval of Resolution 2019-264R

**Shannon Mattingly, Director of Planning and Development Services, provided a brief presentation.**

**Mayor Hughson opened the Public Hearing at 6:57 p.m.**

**Those who spoke:**

**Roland Saucedo, stated that he is neither for or against this item. He had questions in regards to the emergency repair program and asked if this is associated with the annual program by the Southside Community Center where they do repairs on ten houses per year. Was the emergency repair fund**

even in existence at the time these four homes were completed under this emergency repair program. There were discussions on funneling money into an emergency repair fund, so he wants to know if they are pulling the four homes out of the ten homes that Southside completes annually.

There being no further comments, the Mayor closed the Public Hearing at 6:58 p.m.

A motion was made by Council Member Derrick, seconded by Mayor Pro Tem Mihalkanin, to approve Resolution 2019-264R.

Council held discussion and asked questions. Staff provided that they will provide a summary of how many homes were repaired and the amount of how much was spent on each along with additional details on the homebuyers assistance program.

The motion to approve Resolution 2019-264R carried by the following vote:

**For:** 6 - Council Member Gonzales, Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Council Member Marquez and Council Member Baker

**Against:** 0

**Absent:** 1 - Deputy Mayor Pro Tem Rockeymoore

18. Receive a Staff presentation and hold a Public Hearing to receive comments for or against adopting the Community Development Block Grant-Mitigation (“CDBG-MIT”) Action Plan that provides for the allocation of \$24,012,000 of CDBG-MIT funds for program year 2019; and provide direction to staff.

Michael Ostrowski, Assistant Director of Planning and Development Services, provided a presentation on the Community Development Block Grant-Mitigation (“CDBG-MIT”) Action Plan.

Mayor Hughson opened the Public Hearing at 7:13 p.m.

Those who spoke:

Roland Saucedo, expressed his concern and wants to make sure that the funding money awarded to the City of San Marcos for the 2015 Blanco Gardens flood money has been allocated for the neighborhood and the prevention of repetitive loss. If the money hasn't been allocated to take care of Blanco Gardens, Council needs to be mindful that this money would also benefit other parts of the city like Sewell park that gets flooded. There are areas that are not included in the disaster area and make sure we are not

**doubling up money since that money was for 2015 flooding and he is happy to see what staff has come up with regarding the Riverine project. Make sure not too much money is placed in one area where we have enough funding on that project, and we need to take care of the other parts of the city.**

**There being no further comments, the Mayor closed the Public Hearing at 7:17 p.m.**

**Council held discussion and no action is needed this evening.**

## **NON-CONSENT AGENDA**

- 19. Consider approval of Ordinance 2019-46, on the first of two readings, amending Chapter 82, Traffic and Vehicles, of the San Marcos City Code, by adding a new Article 9 that prohibits motor-assisted scooters on public property, streets and sidewalks; providing a savings clause; providing for the repeal of any conflicting provisions; providing for penalties; and providing an effective date.**

**A motion was made by Council Member Gonzales, seconded by Council Member Derrick, to approve Ordinance 2019-46, on the first of two readings.**

**Lee Hitchcock, Director of General Services provided a brief update on the scooter ordinance and stated that City Council directed staff to draft an ordinance prohibiting the use of a motor-assisted scooter in the public right-of-way, including sidewalks and streets at the April 2nd Work Session.**

**Staff conducted a peer review of cities in the central Texas region including Dripping Springs, New Braunfels, and Fredericksburg which have all successfully prohibited motor-assisted scooters in their respective municipalities.**

**Council directed staff to bring back some revision prior to second reading regarding personal scooters and how they are ticketed, how to register a scooter, notification regarding impoundment, and changing the fine to \$25.00.**

**The motion to approve Ordinance 2019-46 on first reading carried by the following vote:**

**For:** 5 - Council Member Gonzales, Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin and Council Member Marquez

**Against:** 1 - Council Member Baker

**Absent:** 1 - Deputy Mayor Pro Tem Rockeymoore

20. Consider approval of Resolution 2019-265R, approving the City Manager's appointment of two Assistant City Managers; and declaring an effective date.

**A motion was made by Council Member Derrick, seconded by Council Member Gonzales, to approve Resolution 2019-265R, appointing Stephanie Reyes and Joe Pantalio as Assistant City Managers for the City of San Marcos. The motion carried by the following vote:**

**For:** 6 - Council Member Gonzales, Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Council Member Marquez and Council Member Baker

**Against:** 0

**Absent:** 1 - Deputy Mayor Pro Tem Rockey Moore

21. Discuss and consider appointment and/or reappointment to Position Five of the Tax Increment Reinvestment Zone (TIRZ) No. 5 (Downtown) Board of Directors, and provide direction to Staff.

**A motion was made by Mayor Pro Tem Mihalkanin, seconded by Council Member Baker, to approve the reappointment of Bobby Warren to the Tax Increment Reinvestment Zone (TIRZ) No. 5 Downtown Board of Directors. The motion carried by the following vote:**

**For:** 6 - Council Member Gonzales, Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Council Member Marquez and Council Member Baker

**Against:** 0

**Absent:** 1 - Deputy Mayor Pro Tem Rockey Moore

22. Hold discussion regarding Neighborhood Commission Recommendation No. 2019-008R recommending the City Council request the City of San Marcos to acquire Grant Funding for Pedestrian and Cyclist safety, and provide direction to Staff.

**Laurie Moyer, Director of Engineering, provided a brief update regarding this recommendation made by the Neighborhood Commission. The Neighborhood Commission received a update/presentation by TXDOT regarding IH-35 Corridor Mobility and during the presentation the opportunity for TASA (Transportation Alternatives Set Aside) grant funds was mentioned as a possible funding source to address concerns about mobility at Wonder World Drive and IH-35, specifically regarding safety issues surrounding motorized wheelchairs and carts attempting to cross west to east.**

**Council held discussion and asked that staff pursue the TASA grants and any other grants or partnerships needed.**

23. Hold discussion regarding Neighborhood Commission Recommendation No. 2019-009R recommending the City Council address the impact of Stealth Dorms in Single Family

Neighborhoods, and provide direction to Staff.

**Bert Lumbreras, provided a brief update regarding the request made by the Neighborhood Commission regarding the development at 609 Sturgeon.**

**Council held discussion regarding the property in question and provided direction to have staff look further into this including a different definition as opposed to stealth dorm, review other cities and how they deal with these types of structures, and review any other resources as needed.**

## **EXECUTIVE SESSION**

- 24.** Executive Session in accordance with the following Government Code Sections:
- A. Section § 551.074 - Personnel Matters: discuss duties and responsibilities of the City Manager
  - B. Section § 551.071 - Consultation with Attorney:
    - 1. to receive a staff briefing and deliberation regarding Hays County Municipal Utility District No. 8, and
    - 2. to receive a staff briefing and deliberation regarding Martindale ETJ Matters.

**Executive Session was not needed this evening.**

## **DIRECTION / ACTION FOLLOWING EXECUTIVE SESSION**

- 25.** Consider action, by motion, regarding the following Executive Session items held during the Work Session:
- A. Section § 551.074 - Personnel Matters: discuss duties and responsibilities of the City Manager
  - B. Section § 551.071 - Consultation with Attorney:
    - 1. to receive a staff briefing and deliberation regarding Hays County Municipal Utility District No. 8, and
    - 2. to receive a staff briefing and deliberation regarding Martindale ETJ Matters.

**The City Council concluded Executive Session at 5:16 p.m.**

**Mayor Hughson stated the following regarding Executive Session items A and B**

**A. Direction was provided to Staff**

**B. No Action was taken**

VI. Question and Answer Session with Press and Public.

**None.**

VII. Adjournment.

**A motion was made by Council Member Baker, seconded by Council Member**

**Derrick, to adjourn the regular meeting of the City Council on Tuesday, December 17, 2019 at 8:45 p.m. The motion carried by the following vote:**

- For:** 6 - Council Member Gonzales, Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Council Member Marquez and Council Member Baker
- Against:** 0
- Absent:** 1 - Deputy Mayor Pro Tem Rockeymoore

**Tammy K. Cook, Interim City Clerk**

**Jane Hughson, Mayor**



## Legislation Text

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**File #:** Res. 2020-01R, **Version:** 1

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**AGENDA CAPTION:**

Consider approval of Resolution 2020-01R, approving an amendment to the interlocal agreement with Texas State University (Edwards Aquifer Research and Data Center) providing for groundwater quality monitoring services in the vicinity of the Kissing Tree Subdivision for an amended amount not to exceed \$265,000 over a five-year term to be paid through funds collected by Tax Increment Reinvestment Zone (TIRZ) No. 4; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.

**Meeting date:** January 7, 2020

**Department:** Public Services - Water/Wastewater (Tom Taggart - Director)

**Amount & Source of Funding**

**Funds Required:** \$53,000

**Account Number:** 14062255.52230

**Funds Available:** \$53,000

**Account Name:** TIRZ 4 - Professional Services

**Fiscal Note:**

**Prior Council Action:** This resolution will amend the interlocal agreement approved by City Council on September 3, 2019.

**City Council Strategic Initiative:** [Please select from the dropdown menu below]

Choose an item.

Choose an item.

Choose an item.

**Comprehensive Plan Element (s):** [Please select the Plan element(s) and Goal # from dropdown menu below]

Economic Development - Choose an item.

Environment & Resource Protection - Choose an item.

Land Use - Choose an item.

Neighborhoods & Housing - Choose an item.

- Parks, Public Spaces & Facilities - Choose an item.
- Transportation - Choose an item.
- Not Applicable

**Master Plan:** *[Please select the corresponding Master Plan from the dropdown menu below (if applicable)]*

Choose an item.

**Background Information:**

The purpose of this agreement is to provide systematic monitoring of groundwater near the Kissing Tree site to assess the effects of applying reclaimed water on the golf course as well as residential herbicides and insecticides over the recharge and contributing zones of the Balcones Fault Zone Edwards Aquifer.

This amendment to the interlocal provides a modified statement of work which combines the water quality monitoring efforts being conducted by both the City and Brookfield Residential into one program. The combined effort will continue the program developed by TXST-EARDC to monitor ground water quality at three wells located in the vicinity of the Kissing Tree development. While the initial monitoring events did show anomalous detections of contaminants at the wells, there have been no detections of high levels of any contaminants that would suggest construction and/or development activities on the Kissing Tree site have impacted ground water quality. Extending the program will allow for monitoring to continue as construction and development activities increase over the next 5 years.

Funds to pay for the monitoring will be paid from the Kissing Tree TIRZ.

**Council Committee, Board/Commission Action:**

Approve amendment to the Interlocal Agreement

**Alternatives:**

Continue separate sampling programs, one reported by City and one by Brookfield

**Recommendation:**

Staff recommends entering into the agreement to continue the groundwater monitoring program.

**RESOLUTION NO. 2020- R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT WITH TEXAS STATE UNIVERSITY (EDWARDS AQUIFER RESEARCH AND DATA CENTER) PROVIDING FOR GROUNDWATER QUALITY MONITORING SERVICES IN THE VICINITY OF THE KISSING TREE SUBDIVISION FOR AN INCREASED AMOUNT NOT TO EXCEED \$265,000 OVER A FIVE-YEAR TERM TO BE PAID THROUGH FUNDS COLLECTED BY TIRZ NO. 4; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:**

**PART 1.** The attached amended Interlocal Agreement between the City and Texas State University is hereby approved.

**PART 2.** The City Manager or his designee is authorized to execute said Interlocal Agreement on behalf of the City.

**PART 3.** This resolution shall be in full force and effect immediately from and after its passage.

**ADOPTED** on January 7, 2020.

Jane Hughson  
Mayor

Attest:

Tammy K. Cook  
Interim City Clerk

INTERLOCAL AGREEMENT  
CITY OF SAN MARCOS AND TEXAS STATE UNIVERSITY- SAN MARCOS FOR  
COLLECTION AND ANALYSIS OF ORGANIC WASTEWATER CONTAMINANTS

The City of San Marcos ("City") and Texas State University – San Marcos ("Texas State"), Edwards Aquifer Research and Data Center ("EARDC") enter into this Interlocal Agreement under the authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended.

#### Section 1. Purpose of Agreement

The purpose of this Agreement is to provide systematic monitoring of groundwater near the Kissing Tree site from both up gradient and down gradient wells to assess the effects of applying reclaimed water on the golf course, as well as residential herbicides and insecticides over the recharge and contributing zones of the Balcones Fault Zone Edwards Aquifer. Texas State and the City agree that this agreement serves a public purpose.

#### Section 2. Scope of Services and Payment

a) Texas State agrees to:

1. Monitor water quality during development to assess the effects of local construction, effluent applied to the golf course, and urban runoff that could include insecticides and herbicides used on the development.
2. Continue the systematic water quality monitoring program developed for three wells (one or two up-gradient and one or two down-gradient) among the COSM and San Marcos National Fish Hatchery and Technology Center wells that are located adjacent to the Kissing Tree site.
3. Provide reports of analytical findings and other deliverables to the City and Brookfield Residential on at least an annual basis.

The work to be performed under this Agreement is more specifically described and detailed in the Scope of Services attached hereto and incorporated herein by reference as Attachments A and B

b) Payment. The City agrees to pay Texas State an amount not to exceed \$265,000 (approximately \$53,000 per year for 5 years) for the satisfactory performance of its services under this Agreement. Texas State will submit periodic invoices to City for the work defined in Attachment A. Payments for services will be made to Texas State within 30 days of receipt of the invoice.

#### Section 3. Term

The term of this Agreement begins immediately upon execution by both parties and shall continue in effect for 5 years. The parties agree and understand that the term of this agreement and the provision of the data and deliverables may be affected by the phasing or progress of the Kissing Tree development. The interlocal may be modified as needed to conform to Kissing Tree build-out.

#### Section 4. Miscellaneous Provisions

a) Interlocal Cooperation: The City and Texas State agree to cooperate with each other in good

faith at all times during the term of this Agreement in order to achieve the purposes of this Agreement. Each party to this Agreement acknowledges and represents that this Agreement has been executed by its duly authorized representative.

- b) Entire Agreement: This Agreement contains the entire agreement between the parties and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be modified or amended except by written agreement executed by both parties. Neither party may assign this Agreement without the written consent of the other party.
- c) Interpretation: The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Act. All terms and conditions are to be construed and interpreted consistently with the Act.
- d) Invalid Provision: Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.
- e) Choice of Law and Place of Performance: This Agreement is governed by the law of the State of Texas. Performance and all matters related thereto shall be in Hays County, Texas.
- f) Termination: Either party may terminate this Agreement for convenience by giving 30 days advance written notice to the other party.
- g) Dispute Resolution: The parties will use the dispute resolution process provided for in CHAPTER 2260 OF THE TEXAS GOVERNMENT CODE to attempt to resolve any claim that either party makes for breach of this agreement.
- h) Authority to Contract: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.
- i) Waiver: Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
- j) Headings, Gender, Number: The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
- k) Agreement Read: The parties acknowledge that they have had opportunity to consult with counsel of their choice, have read, understand and intend to be bound by the terms and conditions of this Agreement.

- l) Multiple Originals: It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- m) Exhibits/attachments: Any exhibits and/or attachments attached to this Agreement are incorporated by reference into this Agreement as though included verbatim herein. In the event of any conflict between this Agreement and the provisions of any exhibit or attachment to this Agreement, this Agreement will govern and control.
- n) Funding: Funds for the payment of the City's obligations under this Agreement have been provided through the City budget approved by City Council for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Agreement is considered a recurring requirement and is included as a standard and routine expense of the City to be included in each proposed budget within the foreseeable future. City Council expects this to be an integral part of future budgets to be approved during the period of this Agreement except for unanticipated needs or events which may prevent such payments against this Agreement. However, the City cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. In the event sufficient funds are not appropriated for the City's continued payment, this Agreement may be terminated without recourse by either party.
- o) Approving Modifications to the Agreement: This agreement may be modified upon mutual written agreement approved by the parties.

This Agreement will take effect immediately upon execution by both parties hereof and will inure to the benefit and be binding upon the administrators, successors and assigns of the parties hereto.

City of San Marcos

Texas State University – San Marcos

\_\_\_\_\_  
 Bert Lumbreras  
 City Manager

\_\_\_\_\_

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

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

## Attachment A

Scope of Services: Kissing Tree groundwater monitoring project for City of San Marcos

Introduction/justification:

With the proposed work by Brookfield/Kissing Tree to monitor water quality at three on-site wells, important information will be collected about ground- and surface-water on-site. However, there is still a lack of information about potential contaminants of interest in adjacent up- and down-gradient groundwaters, which would provide information that could be used to determine possible sources of any potential contaminants. The work proposed here will build on prior work by McCalla in 2012, EARDC in 2014-2019, and will complement the Kissing Tree work so that information about potential sources might be determined if contaminants are detected.

1) Texas State University (EARDC) will resume quarterly baseline monitoring at three groundwater wells (combination of COSM and USWS wells (Figure 1), to be determined in cooperation with COSM and USFWS) and will collect samples for basic water quality and chemistry parameters, VOCs, herbicides and pesticides and pharmaceutical and personal care products. The three wells will be chosen so that sampling will occur both up- and down-gradient of the site and the associated construction, and the three on-site wells that Kissing Tree has contracted with SWCA to sample.

2) Sampling and monitoring will occur 4 times during the contract period at approximately quarterly intervals, and will consist of basic water quality and chemistry parameters, as well as VOCs using Gore Sorbers: <https://www.agisurveys.net/About Us.html>

a. Herbicides and pesticides plus pharmaceutical and personal care products will also be analyzed on water samples collected during one of the four ~quarterly events, and from the same wells. Sampling for this set will occur after a significant storm event. During this sampling event, a stormwater sample from the Cottonwood Creek site will also be included. Cottonwood Creek represents a small surface drainage from the Kissing Tree development. If there is not a significant rain event that occurs during the year, the quarterly sampling will be carried out as the previous sample events.

The primary purpose of this monitoring program is to continue building on the background sampling and monitoring performed by EARDC in 2012 (pre-development), and to monitor for potential changes in water quality during construction and buildout of Paso Robles and the associated golf course. Monitoring will occur under both normal flow conditions as well as during and immediately after large storm events that can cause rapid recharge into the Edwards Aquifer.

Sampling methods will largely duplicate those previously used by McCalla (Laura McCalla, MS Thesis, Texas State University, 2012), including appropriate methods and handling for Gore Sorbers and sampling for VOCs. Field and QA/QC methods will duplicate those proposed to COSM by Brookfield/Kissing Tree, with one exception: Gore Sorbers (Passive Diffusion Samplers (PDS)) will be left in the groundwater for at least 48 hours (based on information from the manufacturer, 2 hours is not long enough in groundwaters with potentially very low analyte concentrations).

All data and findings will be reported to COSM within one month after the end of this contract, or after EARDC receives the last data from sample analyses, whichever is later.

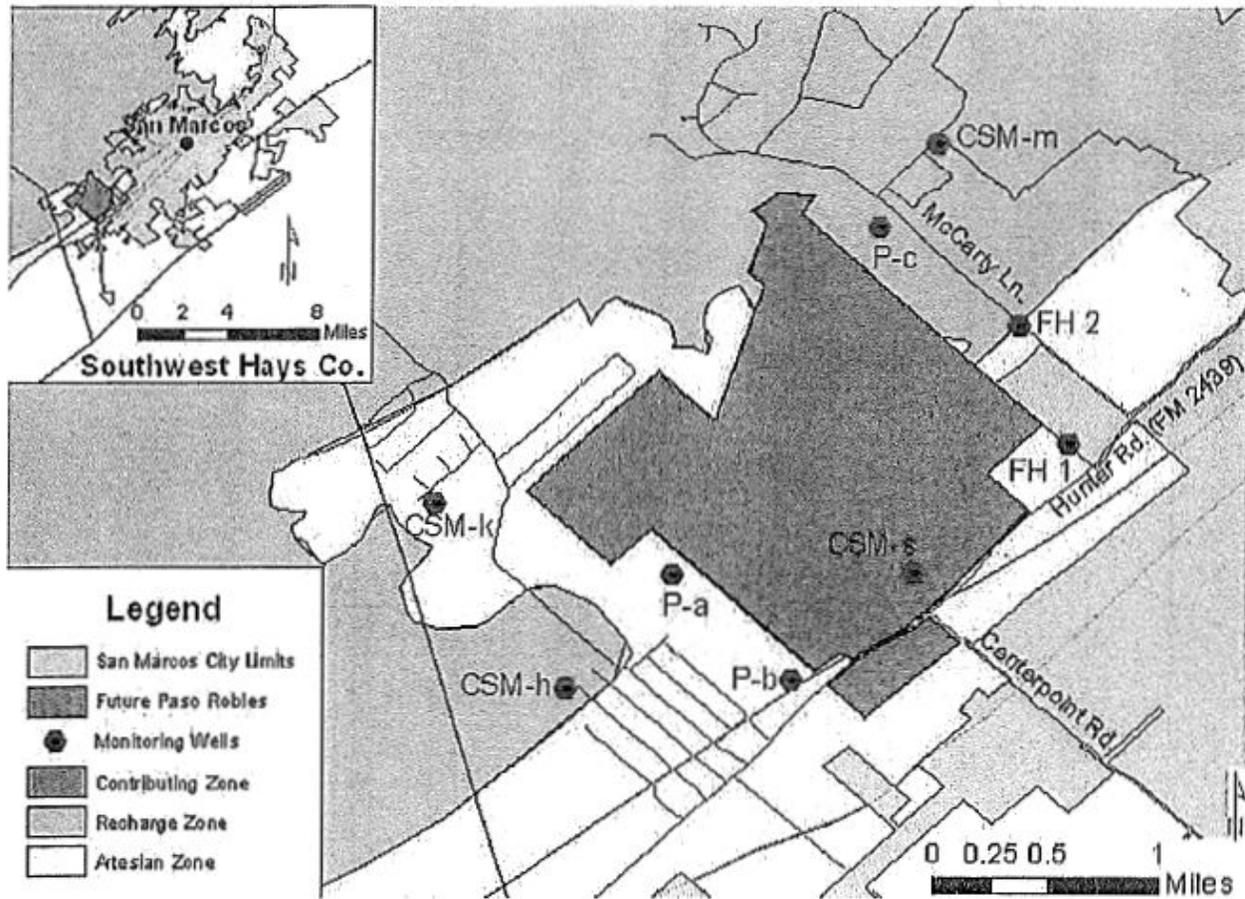


Figure 1: Sampling sites. Three wells will be selected from those labelled CSM-h, CSM-k, CSM-s, CSM-m, FH 1, and FH 2 and will be sampled during this study. All Kissing Tree sampling sites are within the area marked as 'Future Paso Robles'. Surface water sampling will occur at a drainage crossing along Hunter Road. other wells shown in this figure were sampled by McCalla (2012). (Figure from Laura McCalla thesis, MS, December 2012)

Type of Sampling	Item and Description	Frequency	Number of samples per event	Cost per site/item	Sub-totals
Routine/baseline Quarterly Sampling	Gore modules at 2 COSM wells and 1 USFW well. One of the quarterly sample event will occur during a rain and include Cottonwood Creek. If a significant rain event does not occur then the quarterly sampling will be carried out as the previous sample events.	3	3	\$310.00	\$2,790.00
		1	4	\$310.00	\$1,240.00
Routine/baseline Quarterly Sampling	Basic water chemistry and quality analysis at total of 2 COSM wells and 1 USFW wells. Plus one quarter will include Cottonwood Creek surface water during a significant rain event.	3	3	\$300.00	\$2,700.00
		1	4	\$300.00	\$1,200.00
Routine/baseline Quarterly Sampling	Full suite of herbicide, pesticide, and Pharmaceutical-Personal Care Products (PPCP) analytes at total of 2 COSM wells, 1 USFWS well and Cottonwood Creek (SAT lab-Herb/Pest, ALS lab-PCP)	1	4	\$1,975.00	\$7,900.00
Routine/baseline Quarterly Sampling	Gore module setup fee for additional parameter per sampling event	4		\$100.00	\$400.00
staff salary	Staff salary for 4 weeks time (salary+fringe per week)	4		\$1,522.99	\$6,091.96
<b>GRAND TOTAL</b>					<b>\$22,321.96</b>

## Attachment B – amendment for additional sampling on Kissing Tree

Proposed Scope of Services, and Recommendations: On-site Kissing Tree water quality monitoring for City of San Marcos, for amendment to current Interlocal Agreement for off-site water quality monitoring.

### Introduction/justification:

Since 2016, Texas State University's Edwards Aquifer Research and Data Center (EARDC) has performed periodic (roughly quarterly) sampling and analysis of surface- and ground-water samples for the City of San Marcos (COSM) at several sites surrounding the Kissing Tree development. The purpose of this work has been to establish baseline storm- and groundwater quality data at sites both up- and down-gradient from the Kissing Tree site, and to monitor those sites for any potential changes in water quality over time.

The work proposed here is in addition to current work already being performed by Texas State University (EARDC) at sites outside the development, and this described new work is only for monitoring locations inside the Kissing Tree development that were previously monitored by SWCA for Brookfield. The purpose of this additional work is to continue monitoring baseline groundwater quality data at two sites (wells) on the Kissing Tree site, and to monitor those sites for any potential changes in water quality over time.

Reclaimed water is used on the Kissing Tree Development to irrigate portions of the golf course that lie on the Edwards Aquifer Transition Zone. Potable water is used to irrigate all areas lying on the Edwards Aquifer Recharge Zone. Texas State University (EARDC) will also sample and analyze the reclaimed water as described below. The purpose of this work is to ensure that reclaimed water being applied on the surface does not contain contaminants that may either leave the site during storm events or infiltrate and contaminate groundwater.

### Recommendations and Proposed Work:

#### Recommendations:

1) Recommendation 1) Stormwater sampling is currently being performed at one site under the existing interlocal agreement with Texas State University (EARDC). This occurs during one storm event per year at the site where Cottonwood Creek flows out of the Kissing Tree property. Prior sampling has not detected contaminants in stormwater (i.e., herbicides and pesticides, or PPCPs), and performing additional on-site sampling is deemed unnecessary duplication. If, in the future, these contaminants are detected at the site where stormwaters exit Kissing Tree, this sampling protocol can be re-evaluated and Texas State University (EARDC) will work with the City of San Marcos to determine whether additional on-site sampling is required, and to estimate any additional costs required to fund this work.

Recommendation 2) Prior work by SWCA included sampling streambed sediments at three sites on the Kissing Tree development and analysis of these sediments for a suite of contaminants, including herbicides and pesticides. However, with no prior detections of these compounds in stormwater

samples, which include high concentrations of transported suspended sediments and dissolved constituents, Texas State University (EARDC) recommends discontinuing these analyses.

Proposed Work and costs:

- 2) Texas State University (EARDC) will collect groundwater samples and field parameters (pH, T, DO, and SC) during four, approximately quarterly, sampling events at two groundwater wells inside of the Kissing Tree development. These two wells were previously sampled and monitored by SWCA, and are labelled "W104-886" and "G16 (Deer Camp Well)" on a map contained in 'Kissing Tree Environmental Monitoring Program; SWCA Project Number 34734". Water samples will be analyzed for a variety of parameters, as described below:
  - a) Groundwater samples will be analyzed for basic water quality (E. coli, ions, dissolved and total nutrients, and TDS) and VOCs using Gore Sorbers: [https://www.agisurveys.net/About\\_Us](https://www.agisurveys.net/About_Us) (Eight samples per year, with four Gore setup charges at \$100 per event, plus \$610.00 per sample: \$5,280.00 per year).
  - b) During one of the quarterly baseline sampling events, two groundwater samples will be analyzed for herbicides, pesticides, and Pharmaceutical-Personal Care Products (PPCP) analytes (Two samples per year, \$1,975.00 per sample, \$3,950.00 per year).
  - c) Provided weather conditions cooperate, one of the quarterly sampling events will occur after a large storm, with the goal of determining what, if any, changes may occur in groundwater as a result of stormwater infiltration and recharge. In addition to the analytes described in a) above, these two groundwater samples will also be analyzed for herbicides, pesticides, and Pharmaceutical-Personal Care Products (PPCP) analytes (Two samples per year, \$1,975.00 per sample, \$3,950.00 per year).
- 3) Texas State University (EARDC) will collect water samples and field parameters (pH, T, DO, and SC) during four, approximately quarterly, sampling events from the reclaimed water irrigation system (purple lines) inside of the Kissing Tree development. Water samples will be analyzed as described below:
  - a) Four, approximately quarterly, reclaimed water samples per year will be analyzed for basic water quality (E. coli, ions, dissolved and total nutrients, and TDS) and VOCs using Gore Sorbers. [https://www.agisurveys.net/About\\_Us.html](https://www.agisurveys.net/About_Us.html) (Four samples per year, \$610.00 per sample: \$2,440.00 per year).
  - b) Four, approximately quarterly, reclaimed water samples per year will be analyzed for herbicides, pesticides, and Pharmaceutical-Personal Care Products (PPCP) analytes (Four samples per year, \$1,975.00 per sample, \$7,900.00 per year)
- 4) Staff salary for four weeks of field and lab time is required, per year, for sample collection, well pumping and sampling, analyses, shipping, and report writing (Four weeks at \$1,523.00 per week: \$6,092.00 per year).

Total Proposed Cost: \$29,612.00

Sampling methods will duplicate those used and described in the current Interlocal Agreement between the City of San Marcos and Texas State University (EARDC). These methods largely duplicate those previously used by McCalla during the collection of pre-development background data (Laura McCalla, MS Thesis, Texas State University, 2012), and including appropriate methods and handling for Gore Sorbers and sampling for VOCs. Samples for herbicide, pesticides, and Pharmaceutical-Personal Care Products (PPCP) will be collected according to protocols provided by the analytical lab. Chain of Custody forms will be used to track each sample from the time of collection through analysis.

Reporting:

An interim summary of data and findings will be reported annually to COSM and Brookfield Residential, and monthly results will be forwarded to COSM and Brookfield Residential after all results are obtained. At the end of this contract, a final report and summary of all work will be provided within one month of completion, or within one month of the date that EARDC receives the last data from sample analyses; whichever is later.

Type of Sampling	Item and Description	Frequency	Number of samples per event	Cost per sample/item	Sub-totals
Quarterly Groundwater Sampling	At 2 wells inside Kissing Tree - ('W104-886' and 'G16 Deer Camp'): Gore modules for VOCs.	4	2	\$360.00	\$2,880.00
	At 2 wells inside Kissing Tree - ('W104-886' and 'G16 Deer Camp'): Water sampling for E. coli, Ions, Dissolved and Total Nutrients, and TDS.	4	2	\$300.00	\$2,400.00
Once per year (coincident with quarterly sampling)	At 2 wells inside Kissing Tree - ('W104-886' and 'G16 Deer Camp'): herbicides, pesticides, and Pharmaceutical-Personal Care Products (PPCP) analytes <u>during baseflow conditions.</u>	1	2	\$1,975.00	\$3,950.00
Once per year (coincident with quarterly sampling)	At 2 wells inside Kissing Tree - ('W104-886' and 'G16 Deer Camp'): herbicides, pesticides, and Pharmaceutical-Personal Care Products (PPCP) analytes <u>after a large recharge event.</u> ***Note: this may or may not occur,	1	2	\$1,975.00	\$3,950.00

	depending on hydrologic conditions.				
Quarterly Reclaimed Water Sampling	At a point of irrigation for reclaimed water use: Gore modules for VOCs. ***Note: Gore setup fee is included in quarterly groundwater sampling cost	4	1	\$310.00	\$1,240.00
	At a point of irrigation for reclaimed water use: Water sampling for E. coli, Ions, Dissolved and Total Nutrients, and TDS.	4	1	\$300.00	\$1,200.00
	At a point of irrigation for reclaimed water use: herbicides, pesticides, and Pharmaceutical-Personal Care Products (PPCP).	4	1	\$1,975.00	\$7,900.00
Staff salary	Staff salary for 4 weeks time (salary+fringe per week for Victor Castillo, III)	4		\$1,523.00	\$6,092.00
GRAND TOTAL					\$29,612.00



Legislation Text

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**File #:** Res. 2020-02R, **Version:** 1

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**AGENDA CAPTION:**

Consider approval of Resolution 2020-02R, approving the second extension of an agreement for operation and maintenance of the San Marcos Wastewater Treatment Plant with Operations Management International, Inc., now operating as Jacobs Engineering Group, Inc. for an additional five years, together with associated cost adjustments as provided in the original contract; authorizing the City Manager or his designee to execute the second extension on behalf of the City; and declaring an effective date.

**Meeting date:** January 7, 2020

**Department:** Public Services - Water/Wastewater, Tom Taggart, Director (by Lynda Williams, Purchasing Manager)

**Amount & Source of Funding**

**Funds Required:** FY 2021 funds required - \$2,868,131

**Account Number:** 22006335 52355 & 22006335 52340

**Funds Available:** Estimated FY 2021 funds available - \$3,334,461

**Account Name:** WWTP O&M - OMI Contract & WWTP Power Cost - OMI Contract

**Fiscal Note:**

**Prior Council Action:** Initial contract approved October 1, 2005, first renewal approved February 3, 2015.

**City Council Strategic Initiative:** [Please select from the dropdown menu below]

Choose an item.

Choose an item.

Choose an item.

**Comprehensive Plan Element (s):** [Please select the Plan element(s) and Goal # from dropdown menu below]

Economic Development - Choose an item.

Environment & Resource Protection - Choose an item.

Land Use - Choose an item.

Neighborhoods & Housing - Choose an item.

Parks, Public Spaces & Facilities - Choose an item.

Transportation - Choose an item.

Not Applicable

**Master Plan:** *[Please select the corresponding Master Plan from the dropdown menu below (if applicable)]*

Choose an item.

**Background Information:**

On October 1, 2005 the City entered into a service contract with Operations Management International, Inc. (OMI), now Jacobs, for the operations and maintenance of the Wastewater Treatment Plant. The service contract's initial term was for 10 years and allows renewal of two additional five-year terms. The contract was renewed for the first additional 5-year term in February 2015.

As part of Jacob's request to exercise the second 5-year renewal option, they are proposing a 5% increase in the first-year base fee (FY 2021), an additional full-time employee to support continuing maintenance initiatives, and an increase in the "Guaranteed Maximum Chemical Utilization" of \$110.88 to \$143.88 per million gallons of treated wastewater. The "Guaranteed Maximum Chemical Utilization is a pass-through cost component of the contract in which the City pays for chemical costs up to the amount established in the contract. Any chemical costs above the Guaranteed Maximum Chemical Utilization amount are paid by Jacobs. This component provides incentive to keep chemical usage optimized to provide high quality treatment while maintaining costs. Jacobs has provided, and staff has reviewed, chemical usage and costs data to substantiate the request. Staff concurs the increase will provide a fair and reasonable reimbursement of the costs for chemicals.

Based on review of the facts as stated above, the successful performance in the operation of the Wastewater Treatment Facilities over the past 15 years and the positive integration of Jacobs in on-going projects, staff recommends approving the amendment and extending the contract for the second additional five-year term, until February 2025.

**Council Committee, Board/Commission Action:**

Approve contract extension and amendment

**Alternatives:**

Start search for alternate plant operator

**Recommendation:**

Staff recommends approval of the amendment to increase the annual amount as well as extend the contract until 2025.

**RESOLUTION NO. 2020 R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING THE SECOND EXTENSION OF AN AGREEMENT FOR OPERATION AND MAINTENANCE OF THE SAN MARCOS WASTEWATER TREATMENT PLANT WITH OPERATIONS MANAGEMENT INTERNATIONAL, INC. NOW OPERATING AS JACOBS ENGINEERING GROUP, INC. FOR AN ADDITIONAL FIVE YEARS, TOGETHER WITH ASSOCIATED COST ADJUSTMENTS AS PROVIDED IN THE ORIGINAL CONTRACT; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE SECOND EXTENSION ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:**

**PART 1.** The extension agreement between the City of San Marcos, Texas and Operations Management International, Inc. now operating as Jacobs Engineering Group, Inc. (the “Agreement”) is hereby approved.

**PART 2.** The City Manager or his designee is authorized to execute the Agreement on behalf of the City.

**PART 3.** This Resolution shall be in full force and effect immediately from and after its passage.

**ADOPTED** on January 7, 2020.

Jane Hughson  
Mayor

Attest:

Tammy K. Cook  
Interim City Clerk

AMENDMENT NO. 2  
to the  
AGREEMENT FOR OPERATIONS  
MAINTENANCE AND MANAGEMENT SERVICES  
for  
CITY OF SAN MARCOS, TEXAS

THIS AMENDMENT is made on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ between the City of San Marcos (hereinafter "Owner"), whose address for any formal notice is City Hall, 630 East Hopkins, San Marcos, Texas 78666 and Operations Management International, Inc., (hereinafter "OMI"), whose address for any formal notice is 9191 S. Jamaica St. Suite 400, Englewood, CO 80112. This is Amendment No. 2 to the Agreement dated August 16, 2005.

NOW THEREFORE, the Owner and OMI hereby agree that the Agreement shall be and is hereby amended and modified in the following manner:

1. Pursuant to the contractual rights in Article III, Section 3.2, both parties mutually agree to renew the Service Contract for Wastewater Treatment Facilities Operations between the City of San Marcos and Operations Management International, Inc., as it has been subsequently been amended, for the five-year period beginning October 1, 2020 and ending on September 30, 2025.

All other terms and conditions remain in effect in accordance with the Agreement referenced in this Amendment.

Both parties indicated their approval of this Agreement by their signatures below.

OPERATIONS MANAGEMENT  
INTERNATIONAL, INC.

CITY OF SAN MARCOS

Authorized Signature:

Authorized Signature:



Name: Steven Carpenter  
Title: Manager of Projects

Name:  
Title: City Manager

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

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

ATTEST:

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney



1999 Bryan Street  
Suite 1200  
Dallas, TX 75201  
United States  
P +1 214 638 0145  
F +1 214 638 0447

5 November 2019

Mr. Tom Taggart  
Public Services Executive Director  
City of San Marcos  
630 E Hopkins  
San Marcos, TX 78666

**Subject: Early Renewal of Operations Management International, Inc.'s Wastewater Treatment Operations & Maintenance Contract**

Dear Tom,

In keeping with recent discussions regarding possible changes and updates to the Operations Management International Inc. (Jacobs) service contract, we would like to extend this offer for an early renewal of the San Marcos wastewater treatment plant operations contract. Renewing the contract currently provides the following advantages:

- Confidence and peace of mind that your wastewater operations management solution is in place for the long term while you focus on upcoming capital projects, staff changes and other City business without the distraction of contract negotiations at the same time;
- Unique, multi-disciplined support through Jacobs' seamless in-house integration of wastewater operations, engineering design and advanced technical services for capital projects and system upgrades;
- Long-term cost savings driven by Jacobs' intimate knowledge and familiarity with your facilities, processes and requirements; our ability to perform many projects in-house vs having to procure specialty contractors.

As a part of this request for the five-year renewal option, below are the major changes in operating conditions for your consideration:

1. Exercise the five-year renewal option with a 5% increase in the Base Fee for the first year.
2. Support preventative and predictive maintenance initiatives by adding one full-time employee.
3. The Service contract stipulates that: "The Guaranteed Maximum Chemical Utilization shall escalate each year. Such escalation will be determined by the prior years' actual Chemical Utilization as described in Section 11.6." This has not been executed for the past five years.



We propose an increase in the Total Annual Guaranteed Maximum Chemical Utilization Component from \$110.88 per million gallons treated to \$143.88 per million gallons treated, to make up for the five-year gap.

This in no way changes the Pass-Through Chemical Cost Component.

Not included in this estimate are any costs as a result of any future changes in scope that may occur during the contract term. As always, we will work closely with the City to determine what those implications are and their potential cost impacts, if any.

Thank you again for your consideration of this early contract renewal proposal. A formal amendment will be issued upon your approval of the changes noted above.

We value our relationship with City of San Marcos tremendously and hope you will agree that renewing the contract early presents an opportunity for both parties to benefit and grow together. We are grateful for your continued confidence and we look forward to discussing this next chapter of our partnership with you in more detail.

Yours very truly,

A handwritten signature in black ink, appearing to read "Steve Carpenter", with a long horizontal line extending to the right.

Steve Carpenter  
Regional Business Manager

Paul Shropshire  
Project Manager



Legislation Text

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**File #:** Res. 2020-03R, **Version:** 1

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**AGENDA CAPTION:**

Consider approval of Resolution 2020-03R, approving the purchase of a transformer for the Rattler Substation operated by the San Marcos Electric Utility from Texas Electric Cooperatives in the amount of \$777,772; authorizing the City Manager or his designee to execute all appropriate documents to complete the purchase; and declaring an effective date.

**Meeting date:** January 7, 2020

**Department:** Public Services Department - Tom Taggart, Director (By Lynda Williams, Purchasing Manager)

**Amount & Source of Funding**

**Funds Required:** \$777,772.

**Account Number:** FY146 51538163.70200

**Funds Available:** \$5,600,000

**Account Name:** Rattler Substation

**Fiscal Note:**

**Prior Council Action:** 2019-05 allocating a not to exceed budget of \$8,250,000 to design and construct Rattler Substation; 2019-161R approving the engineering design of Rattler Substation;

**City Council Strategic Initiative:** [Please select from the dropdown menu below]

N/A

Choose an item.

Choose an item.

**Comprehensive Plan Element (s):** [Please select the Plan element(s) and Goal # from dropdown menu below]

- Economic Development - Choose an item.
- Environment & Resource Protection - Choose an item.
- Land Use - Choose an item.
- Neighborhoods & Housing - Choose an item.
- Parks, Public Spaces & Facilities - Choose an item.
- Transportation - Choose an item.

Not Applicable

**Master Plan:** *[Please select the corresponding Master Plan from the dropdown menu below (if applicable)]*

Choose an item.

**Background Information:**

The City entered into a Chapter 380 Economic Development Incentive Agreement with Urban Mining in April 2017 for a high technology manufacturing facility located on Clovis Barker Road near Leah Avenue. In January 2019, the City amended the Chapter 380 Economic Development Agreement with Urban Mining. Section 3.04 of the amended Agreement provided for the dedication of approximately 2.4 acres of land to the City for the construction and operation of **Rattler** Electric Substation which will serve Urban Mining on the project site as well as other City loads off site. Additionally, the City entered into a Contribution in Aid of Construction Agreement with Urban Mining in January 2019 which provided that the City waive charges associated with line extensions to the project site in exchange for performance guarantees related to amounts of purchased power by Urban Mining over an incentive period and conveyance of certain property, easements, and right-of-way to the City. A budget amendment to the 2018-2019 Fiscal Year Budget to allocate a not to exceed amount of \$8,250,000 for the construction costs of the **Rattler** Electric Substation was also through Ordinance 2019-05 on February 5, 2019, adding the design and construction of the substation to the adopted Fiscal Year 2019 CIP plan. The project is funded in part by debt issued in FY19, cash balance in Capital Improvement Reserves, and debt remaining from the construction of other projects.

On December 5, 2019, six bids were received for solicitation 220-057, Rattler Substation Transformer. The lowest responsive bid of \$777,772 from Texas Electric Cooperatives, Georgetown, TX in the amount of \$777,772 meets all technical requirements and is less than the amount budgeted for this asset.

**Council Committee, Board/Commission Action:**

Click or tap here to enter text.

**Alternatives:**

Click or tap here to enter text.

**Recommendation:**

Recommend award to Texas Electric Cooperatives for the Rattler Substation Transformer in the amount of \$777,772.



**RESOLUTION NO. 2020- R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING THE PURCHASE OF A TRANSFORMER FOR THE RATTLER SUBSTATION OPERATED BY THE SAN MARCOS ELECTRIC UTILITY FROM TEXAS ELECTRIC COOPERATIVES IN THE AMOUNT OF \$777,772; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL APPROPRIATE DOCUMENTS TO COMPLETE THE PURCHASE; AND DECLARING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:**

**PART 1.** The purchase of a transformer for the Rattler Substation operated by the San Marcos Electric Utility from the lowest responsible bidder Texas Electric Cooperatives in the amount of \$777,772 is hereby approved.

**PART 2.** The City Manager or his designee is authorized to execute the appropriate documents necessary to complete the purchase on behalf of the City.

**PART 3.** This resolution shall be in full force and effect immediately from and after its passage.

**ADOPTED** on January 7, 2020.

Jane Hughson  
Mayor

Attest:

Tammy K. Cook  
Interim City Clerk



# BID TABULATION

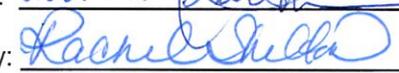
Rattler Substation Transformer, #220-057

December 5, 2019, at 2:00 p.m.

Bidder Name	Total Price
Alamo Transformer Supply Company San Antonio, TX	\$1,057,120.00
Anixter, Inc. Lewisville, TX	\$637,173.00
WEG Transformers USA Washington, MO	\$820,125.00
Texas Electric Cooperatives Georgetown, TX	\$777,772.00
Howard Industries, Inc. Laurel, MS	\$773,000.00
Niagara Transformer Corporation Buffalo, NY	\$791,538.00

**This is the official record of bidders and bid prices only. It is not an acknowledgement of responsiveness, responsibility, or of contract award.**

Recorded by: 

Witnessed by: 



Legislation Text

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**File #:** Res. 2020-04R, **Version:** 1

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**AGENDA CAPTION:**

Consider approval of Resolution 2020-04R, approving a Change in Service to the agreement with Scheibe Consulting, LLC relating to additional design and construction phase services for the Blanco Gardens Drainage Improvement Project in the amount of \$141,587; authorizing the City Manager or his designee to execute the appropriate documents to implement the change in service; and declaring an effective date.

**Meeting date:** January 7, 2020

**Department:** Engineering/CIP, Laurie Moyer, Director (by Lynda Williams, Purchasing Manager)

**Amount & Source of Funding**

**Funds Required:** \$141,587

**Account Number:** C652-GL-51538163.70200/ C750-GL-130281132.56252

**Funds Available:** \$565,000/\$35,000

**Account Name:** Wastewater Treatment Plant Electric Backup Feed-C652/ Blanco Gardens Drainage Improvements-Bugg Lane Alley-C750

**Fiscal Note:**

**Prior Council Action:** R2017-100/On-Call Engineering Services CBDG-DR Projects; 2017-163/Approving Engineering Agreement with Scheibe Consulting

**City Council Strategic Initiative:** [Please select from the dropdown menu below]

Choose an item.

Choose an item.

Choose an item.

**Comprehensive Plan Element (s):** [Please select the Plan element(s) and Goal # from dropdown menu below]

Economic Development - Choose an item.

Environment & Resource Protection - Population Prepared for and resilient to Man-Made & Natural Disasters

Land Use - Choose an item.

Neighborhoods & Housing - Choose an item.

Parks, Public Spaces & Facilities - Well maintained public facilities that meet needs of our community

Transportation - Choose an item.

Not Applicable

**Master Plan:** *[Please select the corresponding Master Plan from the dropdown menu below (if applicable)]*

Stormwater Master Plan

**Background Information:**

The Blanco Gardens Drainage Improvement Project is an approved activity within the City of San Marcos CDBG-DR Program. Scheibe Consulting, LLC is currently under contract (218-150) to provide Final Design and Construction Phase services for the Drainage Project.

The City has requested that Scheibe add a new duct bank for San Marcos Electric Utility (SMEU) conduits on River Road from Animal Shelter Road to the SMEU Substation on River Road. The conduit will be parallel to the storm drain system in River Road being designed under the Blanco Gardens Drainage Project. Design of the conduits will be per SMEU standard details and specifications. In addition, the City has requested design for Barbara Drive Alley drainage improvements, which is part of the Bugg Lane Alley project, to be added to the Project.

This Change in Service is requested such that Scheibe can add final design and construction phase services for the conduit and alley drainage to the overall Blanco Gardens Drainage Improvement Project.

A public meeting was held on December 4<sup>th</sup> to update the Blanco Gardens area on the various projects to address drainage. The Blanco Gardens Drainage Improvement Project is currently in design and environmental permitting. It is expected to begin construction in late 2020 and be complete in early 2022. It is an \$8.5M project to install storm sewers, regrade River Road, install channel improvements adjacent to the wastewater treatment plant and install electric conduit. The public meeting presentation is attached.

**Council Committee, Board/Commission Action:**

Click or tap here to enter text.

**Alternatives:**

N/A

**Recommendation:**

Approve Change in Service No. 5 to contract 218-150 to Scheibe Consultant LLC in the amount of \$141,587.

**RESOLUTION NO. 2020- R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A CHANGE IN SERVICE TO THE AGREEMENT WITH SCHEIBE CONSULTING, LLC RELATING TO ADDITIONAL DESIGN AND CONSTRUCTION PHASE SERVICES FOR THE BLANCO GARDENS DRAINAGE IMPROVEMENT PROJECT IN THE AMOUNT OF \$141,587; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE APPROPRIATE DOCUMENTS TO IMPLEMENT THE CHANGE IN SERVICE; AND DECLARING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:**

**PART 1.** A change in service (Authorization for Change in Service No. 5) to the agreement with Scheibe Consulting, LLC relating to additional design and construction phase services for the Blanco Gardens Draining Improvement Project in the amount of \$141,587 is hereby approved.

**PART 2.** The City Manager or his designee is authorized to execute the appropriate documents to implement the change in service.

**PART 3.** This resolution will be in full force and effect immediately from and after its passage.

**ADOPTED** on January 7, 2020.

Jane Hughson  
Mayor

Attest:

Tammy K. Cook  
Interim City Clerk

EXHIBIT 1  
CITY OF SAN MARCOS  
BLANCO GARDENS RIVER ROAD DUCT BANK &  
BARBARA DR. ALLEY DRAINAGE IMPROVEMENTS  
FINAL DESIGN – SCOPE OF SERVICES

## **Project Understanding**

The work to be performed by Scheibe Consulting, LLC. (Scheibe or the Consultant) under this contract will consist of providing Final Design (30/60/90/100%) Construction Documents (CDs), Bid Phase Services, and Construction Phase Services for the Blanco Gardens River Road Duct Bank and Barbara Dr. Alley Drainage Improvements Project. The project consists of the following proposed improvements:

- River Road Underground Electric Duct Bank – the construction of an approximate 4,000 LF of underground electric duct bank, approximately from the intersection of River Rd. and Animal Shelter Rd. to the San Marcos Electric Utility (SMEU) substation on River Rd. This duct bank is to consist of ten (10) parallel 6” PVC conduits and three (3) 4” PVC conduits all in parallel. At set intervals this duct bank will tie into junction boxes for access and maintenance. This duct bank will tie into a segment of duct bank that is currently under design by Freese and Nichols, Inc. (FNI). This duct bank is assumed to be located within the River Road Right-of-Way (ROW) and will not require easements or additional ROW to construct. If this assumption is found to be inaccurate, then additional services may be required.
- Barbara Dr. Alley Drainage Improvements – the construction of surface drainage improvements along this entire segment of alley that runs parallel and southeast of Barbara Dr. This alley is approximately 1,900 LF in length. This goal of this drainage improvement project is to resolve the flooding and erosion issues that have been identified by City staff. Drainage improvements may include re-grading and re-paving of the alley, and/or the addition of grate inlets and stormsewer improvements, that ultimately tie into the existing stormsewer system located along Bugg Ln.

This project is proposed in proximity to other regional project (designed by Scheibe and others). These adjacent projects are as follows:

- CDBG-DR funded Blanco River “Berm” Project. This project will include the construction of a diversion berm along a portion of the western bank of the Blanco River, along with a large diversion “channel” through City owned property (east / southeast) of the WWTP on Animal Shelter Rd. This project also includes the construction of a berm along Animal Shelter Rd. in close proximity to the proposed underground electric duct bank.
- CDBG-DR funded Blanco Gardens Drainage Improvement Project. This project is to be designed by Scheibe Consulting, and is to include stormsewer improvements, roadway improvements, diversion channel improvements, and miscellaneous utility improvements throughout the portion of this neighborhood that drain to the San Marcos River. A segment of stormsewer improvements (associated with this project) are located along River Rd., in proximity to the proposed underground electric duct bank that is proposed as part of this scope of work.
- COSM WW Force Main Project. This project will consist of a new wastewater force main and underground electric duct bank along River Rd. from the WW lift station (near River Rd. and IH-35) to the WWTP (near the intersection of River Rd. and Animal Shelter Rd.). This proposed force main and electric duct bank associated with this project are in close proximity to the propose improvements associated with this scope of work.

EXHIBIT 1  
CITY OF SAN MARCOS  
BLANCO GARDENS RIVER ROAD DUCT BANK &  
BARBARA DR. ALLEY DRAINAGE IMPROVEMENTS  
FINAL DESIGN – SCOPE OF SERVICES

**Basic Scope of Services**

**I. Design Phase (30%)**

1. Project Management: This task consists of effort associated with project administration, coordination with City staff (Engineering and SMEU staff), coordination and supervision of the project team, coordination with City 3<sup>rd</sup> Party consultants, project meetings, monthly progress reports, and quality management so that project milestones and deliverables meet schedule and budget constraints. Meetings are further defined below:
  - a. Project Meetings: Three (3) in-person project meetings at the City of San Marcos Engineering Department have been budgeted for the Design Phase (30%) of this project. *It is assumed that no public meetings will be required for this phase of the project. If additional meetings are needed, these can be billed at our hourly rates as noted in our fee schedule.*
3. Preliminary Alley H&H Analysis (InfoWorks ICM): Scheibe will enhance the overall Blanco Gardens InfoWorks ICM model to initially evaluate drainage improvement alternatives within the Barbara Dr. Alley. Scheibe will provide a technical memorandum based on this initial alternative analysis prior to moving forward with 30% design modeling and analysis.

Upon approval of a selected drainage improvement alternative, Scheibe will further refine the InfoWorks model based on the 30% design (including re-grading, stormsewer, or other drainage type features). This 30% model will also attempt to take into account known utility information collected from the field survey, realignments made during the 30% design, and the preliminary analysis for up to two (2) culverts or low-water crossings to maintain access to the City owned property. The results of this modeling effort will be used to provide 30% level plan and profile information.

4. Prepare 30% Construction Documents (CDs): Scheibe will prepare 30% construction documents with the goal of providing a cover sheet, project layout sheet, plan and profile sheet (no HGLs), preliminary quantities, preliminary cost estimate, and an updated project schedule (if necessary). Construction documents will be provided to the City for review. At the request of the City, these preliminary documents may also be distributed to other consultant teams working on projects in proximity to this project (if needed).

*Design Phase (30%) Deliverables:*

- Monthly Status Report: Scheibe will provide a monthly status report, including a brief summary of work completed as well as a status plan set.
- 30% Design Construction Plans: Scheibe will provide one (1) pdf electronic copy (22" x 34" sheets).

**II. Design Phase (60/90/100%)**

5. Project Management: This task consists of effort associated with project administration, coordination with City staff, coordination and supervision of the project team, project meetings, monthly progress report, and quality management so that project milestones and deliverables meet schedule and budget constraints. Meetings are further defined below:

EXHIBIT 1  
CITY OF SAN MARCOS  
BLANCO GARDENS RIVER ROAD DUCT BANK &  
BARBARA DR. ALLEY DRAINAGE IMPROVEMENTS  
FINAL DESIGN – SCOPE OF SERVICES

- a. Project Meetings: Four (4) in-person project meetings at the City of San Marcos Engineering Department have been budgeted for the Design Phase (60/90/100%) of this project. *It is assumed that no public meetings will be required for this phase of the project. If additional meetings are needed, these can be billed at our hourly rates as noted in our fee schedule.*
6. Final Alley H&H Analysis (InfoWorks ICM): Scheibe will enhance the 30% Design InfoWorks ICM model to include more refined drainage improvements associated with the 60/90/100% design for the Barbara Dr. alley improvements. The results of this modeling effort will be used to provide 60/90/100% level plan and profile construction document information.
7. Prepare 60/90/100% Construction Documents (CDs): Scheibe will prepare 60/90/100% construction documents for this project. These CDs will include cover sheet updates, project layout sheet, demolition sheet, plan and profile sheet (no HGLs), design for two (2) culvert/roadway crossings of the diversion channel, temporary erosion control plan, SWPPP, detail sheets, quantities, cost estimate, and an updated project schedule (if necessary). Construction documents will be provided to the City for review at 60%, 90%, and 100%. At the request of the City, these documents may also be distributed to other consultant teams working on projects in proximity to this project (if needed). It is assumed for this effort that these construction documents will be subsidiary to the overall Blanco Gardens Drainage Improvement Project CDs (currently underway by Scheibe).
8. Project Specifications: Scheibe will prepare project specifications for this design at the 100% CD submittal. These specifications will be based primarily on the City of San Marcos and SMEU specifications, and/or nearby City specifications (tailored to the needs of this project). Scheibe will work closely with the City Project Manager and SMEU to ensure all project specifications meet the needs of the city for this project.

*Design Phase (60/90/100%) Deliverables:*

- Monthly Status Report: Scheibe will provide a monthly status report, including a brief summary of work completed as well as a status plan set.
- 60% Design Construction Plans: Scheibe will provide one (1) pdf electronic copy (22" x 34" sheets).
- 90% Design Construction Plans: Scheibe will provide one (1) pdf electronic copy (22" x 34" sheets).
- 100% Design Construction Plans: Scheibe will provide one (1) pdf electronic copy (22" x 34" sheets). This submittal will also include a submittal of the project specifications for review.
- InfoWorks ICM Model for this project area (at 100% design)

**III. Bid Phase**

9. Project Management: This task consists of effort associated with project administration, coordination with City staff, coordination and supervision of the project team, coordination with City 3<sup>rd</sup> Party consultants, project meetings, and monthly progress report. Meetings are further defined below:

EXHIBIT 1  
CITY OF SAN MARCOS  
BLANCO GARDENS RIVER ROAD DUCT BANK &  
BARBARA DR. ALLEY DRAINAGE IMPROVEMENTS  
FINAL DESIGN – SCOPE OF SERVICES

- a. Project Meetings: One (1) in-person project meeting at the City of San Marcos Engineering Department, one (1) pre-bid meeting at the City of San Marcos Engineering Department (or other place as deemed necessary), and one (1) bid opening meeting at the City of San Marcos Engineering Department (or other place as deemed necessary). Scheibe will prepare a presentation at the pre-bid meeting to assist with presenting the overall project to interested contractors. *If additional meetings are needed, these can be billed at our hourly rates as noted in our fee schedule.*
10. Bid Package: This task will include compilation additional bid package materials needed to supplement the overall Blanco Gardens Drainage Improvement Project Bid Documents, for posting of the bid. Scheibe will utilize the City's standard bid document and incorporate the unique project information into this basic format. *If the City does not have a bid document format, then Scheibe can customize one for an additional scope and fee.*
11. RFIs / Addendums: Scheibe has budgeted for two (2) minor RFIs during the bid process, and one (1) minor addendum to the plans. *If the City desires any major addendums, or if RFIs exceed a reasonable amount, then additional scope and fee may be necessary.*

*Bid Phase Deliverables:*

- Monthly Status Report: Scheibe will provide a monthly status report, including a brief summary of work completed, as well as a status plan set.
- Bid Package for posting of bid documents.
- Assistance with final selection of contractor.

**IV. Construction Phase**

12. Project Management: This task consists of effort associated with project administration, coordination with City staff, coordination and supervision of the project team, project meetings, and monthly progress report. Meetings are further defined below:
  - a. Project Meetings: One (1) in-person pre-construction meeting at the City of San Marcos Engineering Department or on-site (and with the selected contractor), and one (1) project close-out meeting at the City of San Marcos Engineering Department (or other place as deemed necessary). *If additional meetings are needed, these can be billed at our hourly rates as noted in our fee schedule.*
13. RFIs: This task will include (during construction) RFI reviews and responses. For budgeting purposes, it is assumed that there will be four (4) RFI submittals for this project.
14. Submittal Reviews: This task will include submittal reviews for various submittals and test results provided by the contractor. It is assumed that the Contractor or City staff will provide all testing for this project (if necessary). For budgeting purposes, it is assumed that the contractor will provide four (4) submittals for Scheibe staff to review.

EXHIBIT 1  
CITY OF SAN MARCOS  
BLANCO GARDENS RIVER ROAD DUCT BANK &  
BARBARA DR. ALLEY DRAINAGE IMPROVEMENTS  
FINAL DESIGN – SCOPE OF SERVICES

15. Site Inspections: This task will include field inspections of this project by Scheibe staff. These inspections are anticipated to occur every other week for a six (6) month duration. It is assumed that the construction for this project will occur within a six (6) month time window. Should this assumption be incorrect, then additional fee may be necessary to continue site inspections. At the end of each site inspection, Scheibe will prepare an inspection memorandum documenting the findings, issues, and photos from the inspection. This information will be made available to City and contractor for review.
16. Pay Application Reviews: This task will include the review of monthly pay applications provided by the contractor. Scheibe will review pay applications relative to evidence in the field from the site inspections. Scheibe will provide comments to the City for consideration prior to payment of funds to the contractor. It is assumed that the construction for this project will occur within a six (6) month time window. Should this assumption be incorrect, then additional fee may be necessary to continue site inspections.
17. Close-Out Walk-Thru: This task will include two (2) final “walk-thru’s” of the project. Scheibe will provide a punch-list for the contractor to work though, and will follow-up with a second and final walk-through to confirm that the contractor completed all punch-list items. Upon confirmation that the contractor resolved all punch-list items, Scheibe will issue a final concurrence letter to the City.

*Construction Phase Deliverables:*

- Monthly Status Report: Scheibe will provide a monthly status report, including a brief summary of work completed as well as a status plan set.
- Site Inspection Memorandums.
- Pay Application Reviews.
- Punch-List.
- Final Concurrence Letter/Memo.

**SUPPLEMENTAL SCOPE OF SERVICES** *(additional authorization required)*

The Scheibe Team shall provide Supplemental Services at the written request of the COSM. The written request must include a description of the work requested, a mutually agreed upon time limit, and any special instructions for coordination and submittal. These services shall include the following:

- SS-1. Traffic Control Plan (2-Phase Approach): Should a second phase of TCP be required; the Engineer shall develop plan sheets for the proposed additional phase of the traffic control plan (TCP) for the full project limits as defined in this Scope of Work. All traffic control measures will be in accordance with COSM, TxDOT and Texas Manual on Uniform Traffic Control Devices (TMUTCD) requirements. The Engineer shall supplement the written narrative of the construction sequencing and work activities for one (1) additional phase and determine the existing and proposed traffic control devices to be used to handle traffic during the additional phase. The Engineer shall show temporary roadways and detours required to maintain lane continuity throughout the additional

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phase. The Engineer shall develop the TCP to provide continuous, safe access to each adjacent property during the one (1) additional phase of construction and to preserve existing access. The Engineer shall supplement the Sequence of Work Narrative Sheet for the one (1) additional phase, and prepare Traffic Control Typical Section Sheets, Traffic Control Layout Sheets, and Detour Sheets, as needed, for the one (1) additional phase. The Engineer shall supplement the Estimate of Construction Duration for the one (1) additional phase.

## **Project Schedule**

Reference **Exhibit B: Blanco Gardens Drainage Improvements Project Schedule - Revised – DRAFT**. The estimated timeframes identified attempt to account for City reviews of submittals, but are approximate and may change depending on City staff allocations.

## **City Responsibilities**

1. The City will provide to Scheibe all data in the City's possession relating to Scheibe's services on the Project. Scheibe will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.
2. The City will give prompt notice to Scheibe whenever the City observes or becomes aware of any development that affects the scope or timing of Scheibe's services.
3. The City will assist Scheibe with coordination of utility providers that have infrastructure within the project limits.
4. The City will assist Scheibe with coordination between other consultants and known projects within proximity of this project.
5. The City will examine information submitted by Scheibe and render in writing or otherwise provide comments and decisions in a timely manner.
6. The City will obtain all necessary right-of-entries from required landowners.
7. The City will provide Title Reports for properties with proposed easements.
8. The City will obtain all permanent sanitary sewer line, access, and temporary construction easements, including services such as appraisal of properties, negotiations with the property owners, and actual purchase of the easements.
9. The City will provide field survey and Subsurface Utility Engineering (SUE) services for this project, through a third (3<sup>rd</sup>) party firm. City consultant will conduct a topographic, right-of-way, tree, and Subsurface Utility Engineering (SUE) survey for the yellow highlighted areas (noted as "Area C" and "Area D") shown in the attached **Exhibit A**, for the purpose of SC preparing Design Documents.

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**Exhibit A: Topographic and ROW Survey limits.**

Surveying services shall include the following:

- Horizontal datum is based on GPS observations to National Geodetic Survey Continuously Operating Reference Stations (CORS), Texas Coordinate System NAD83 (2011) Epoch 2010.0, South Central Zone, in US Survey Feet. Final coordinate values will be processed to Surface values with a scale factor of 1.00011.
- Surveyor shall establish project control, and set project benchmarks along survey corridors. Vertical datum can be based upon GPS observations to NGS CORS stations using NAVD88 datum, and orthometric heights computed using Geoid 12A.
- **Proposed Survey (Area C):** Perform design topographic survey within River Road from back of curb line to back of curb line, on 50 feet intervals, the limits being from the driveway entry to duplex complex on Vanessa Street 200' northeasterly of the intersection of Old Martindale Road to a point 100 feet northeasterly of the southwesterly entrance to a trailer park complex on the southeasterly edge of River Road limits. (approximately 1700 LF.)
- **Proposed Survey (Area D):** Perform design topographic survey within the apparent right of way lines of the alley way south of Barbara Road from the intersection of the alley way with Bugg Lane southwesterly 1200 LF to match into area of topographic survey, completed previously. The survey will also include a portion of the alley way running northwesterly 200 LF into Barbara Road from end of alley way. (Approximately 1400 LF total).
- Locate visible and apparent physical features within River Road and alley way, including but not limited to grade breaks, pavement markings, curbs, driveways, sidewalks, steps, ramps, docks, fences, walls, buildings, stairs, railings, signs, utility meters, fire hydrants, utility valves,

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power poles, light poles, manholes, clean-outs, pull boxes, inlets, drains, drainage features, water meters and culverts.

- Provide top of nut elevation of water and gas valves if accessible. Provide spot elevations at top of accessible utility manhole covers. Provide invert elevation of manhole, size and elevation of pipes entering or exiting manhole and direction of flow of accessible sewer and storm drainage structures within the limits of the survey where doing so does not require entering a confined space structure.
- Locate and tag existing hardwood trees with point identification number minimum of 6 inches diameter, noting species.
- Prepare tree identification report listing identification number, diameter and species.
- Prepare a Digital Terrain Model and depict contours at 1' intervals. Include spot elevations (on an approximate 50-foot grid) to the nearest 0.01 foot on paved or hard surfaces, and to the nearest 0.10 foot on non-paved surfaces (i.e. grass, base of existing trees).
- Survey drawing will be submitted in electronic format (MicroStation).

### **RIGHT OF WAY SURVEY**

#### **Records Research and Deed Study**

Surveyor will perform a ROW survey along the alignments of Areas C and D. Upon notice to proceed, Surveyor will conduct research to confirm property ownership for the properties fronting River Road and the alley way within the project area. Concurrently, copies of the current deeds and any plats for the properties will be obtained from the County Clerks' records. Surveyor anticipates that Title Commitments, Title Reports, and any other form of records research beyond obtaining current deeds and plats will be provided by others.

#### **Field Surveys**

Surveyor will recover monuments marking the existing ROW lines (if any) and the front corners of the properties and will tie to the project control.

#### **Boundary Analysis**

Utilizing the deed study and the data from the field survey, Surveyor will analyze the results of the survey and perform computations related to the analysis. Location of the existing ROW lines and the side property lines of each of the subject properties will be determined by Surveyor and depicted on the base map. Surveyor will develop a base file showing ownership of the subject properties. Properties adjacent to the existing/proposed right of way within the project limits will be labeled with the owner's name and deed recordation information and depicted on the base map.

### **SUBSURFACE UTILITY ENGINEERING (SUE)**

The following SUE specific statements and assumptions have been made in the development of the lump sum fee. If these assumptions do not prove correct, a modification to the scope and budget for this project may be required.

- Surveyor will provide Subsurface Utility Engineering (SUE) Quality Levels B within the areas

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shown as Proposed Survey (“Areas C” and “D”) on **Exhibit “A”**, within River Road from back of existing curb line to back of existing curb line and the alleyway within fenceline to fenceline or apparent right of way.

- It is assumed that all areas of the project lie within public Right of Way. The Client will be responsible for providing right of entry and access for any requested project areas that may lie within private property.
- The accuracy of subsurface data can be influenced by factors beyond Surveyor's control such as conductivity of materials and their surroundings, soil moisture content, proximity of other underground utilities or structures, depth of utility, etc. Therefore, only the accuracy of data obtained by actual physical verification (through vacuum excavation or otherwise) can be guaranteed to applicable engineering and/or surveying standards.
- Paint markings placed on the ground by Surveyor are to be used for design purposes only and not for construction purposes. The use of QL-B information provided does not relieve any contractor or the Client from the duty to comply with applicable utility damage prevention laws and regulations, including, but not limited to, giving notification to utility owners or One-Call centers before excavation.
- Non-metallic piping, inactive electric, and/or communication lines may or may not be found by electromagnetic, sonic, or acoustical designating practices.
- The Client will provide Surveyor with all record information and profile drawings of utilities within the project site that the Client has already collected.
- The Client will be the liaison for the Survey field crews to access the Project Work Area.
- Due to the presence of utility manholes within the roadway of River Road, Surveyor assumes that special traffic control measures will be required to complete the utility designation work.
- Surveyor will provide Subsurface Utility Engineering (SUE) Quality Level (QL-A) at up to ten (10) specified locations as requested by the Client within the project area.
- It should be assumed that pavement coring will be required at the ten (10) selected test hole locations.
- Surveyor shall assume a 2<sup>nd</sup> mobilization back to the project site, once the 10 test hole location have been selected.

Surveyor will provide all the following Subsurface Utility Engineering (SUE) services to the standard of care applicable in the Subsurface Utility Engineering (SUE) profession. The services meet the standard guidelines of ASCE C-I 38-02 circular for “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.”

**Quality Service Level D (QL-D)** – Collect existing utility records information (as-builts) from utility providers, municipalities, counties, and other agency suppliers within the area of investigation. These utilities could include electrical, telephone, cable TV, fiber optic, gas, petroleum, water, wastewater, steam, and storm drain systems.

Surveyor shall attempt to contact utility providers and other agency suppliers identified through the easement information, Texas One-Call systems, and via vehicle reconnaissance and inventory of utility marker posts along adjacent roadways. The sole purpose of this activity is to collect existing records of utility systems that may have an impact on this project. Any

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utility that is found in the field, by use of designating geophysical equipment and is not evident on any collected record information, will be shown in the QL-B utility file as an “unknown” utility as required by ASCE CI 38-02.

**Quality Service Level C (QL-C)** – Survey crew will provide this service consisting of field surveying to obtain accurate horizontal position of visible utility surface features associated with the underground utility systems located within the project limits.

**Quality Level B (QL-B) Designating Service (Horizontal Location of Utilities)** – Designating is to indicate, by marking with paint, the presence, and approximate horizontal location of subsurface utilities using geophysical prospecting techniques including, without limitations, electromagnetic, sonic, and acoustical techniques. Surveyor will provide the following designating services to aid the Client in the design of site, ROW, construction plans, or project development plans, or for other purposes as agreed to by the parties. Surveyor will:

- Provide QL-B within the project limits as previously stated.
- Provide all equipment, personnel, and supplies required for performing toning services. Surveyor shall determine which equipment, personnel, and supplies are required to perform these toning service.
- Designate the existing underground utilities, which may consist of water, wastewater, gas, petroleum pipelines, telephone, fiber optics, cable TV, and electrical utilities within the project area previously described.
- Conduct appropriate investigation of site conditions.
- Mark the utilities on the ground to be surveyed.
- Analyze and correlate all of the field-collected information with the collected record
- information for ensuring continuity of the information collected. Resolve conflicts with Level D, C, and B information.

## **DELIVERABLES**

### **SUE Deliverables**

A digital CAD file depicting the QL-B Subsurface Utility Engineering for utilities investigated within the project area, will be prepared for this project in MicroStation format. The file will clearly identify all utilities discovered from QL-D and QL-C investigation that could not be collected in the field as QL-B information. These utility lines will have a unique line style and symbology in the SUE plan deliverables. The utilities will be referenced by the type of utility, color coded to American Public Works Association standards, utility company or agency name, address, telephone number and contact person.

### **Survey Deliverables**

- A digital CAD file depicting the results of the Topographic Survey (MicroStation format)
- Provide DTM model in MicroStation format
- Field book copies in PDF format
- ASCII points list

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**Additional Services**

Additional Services to be performed, if authorized in writing by the City, but which are not included in the above-described Basic and Supplemental Scope of Services, and once a mutually agreed upon fee is negotiated are as follows:

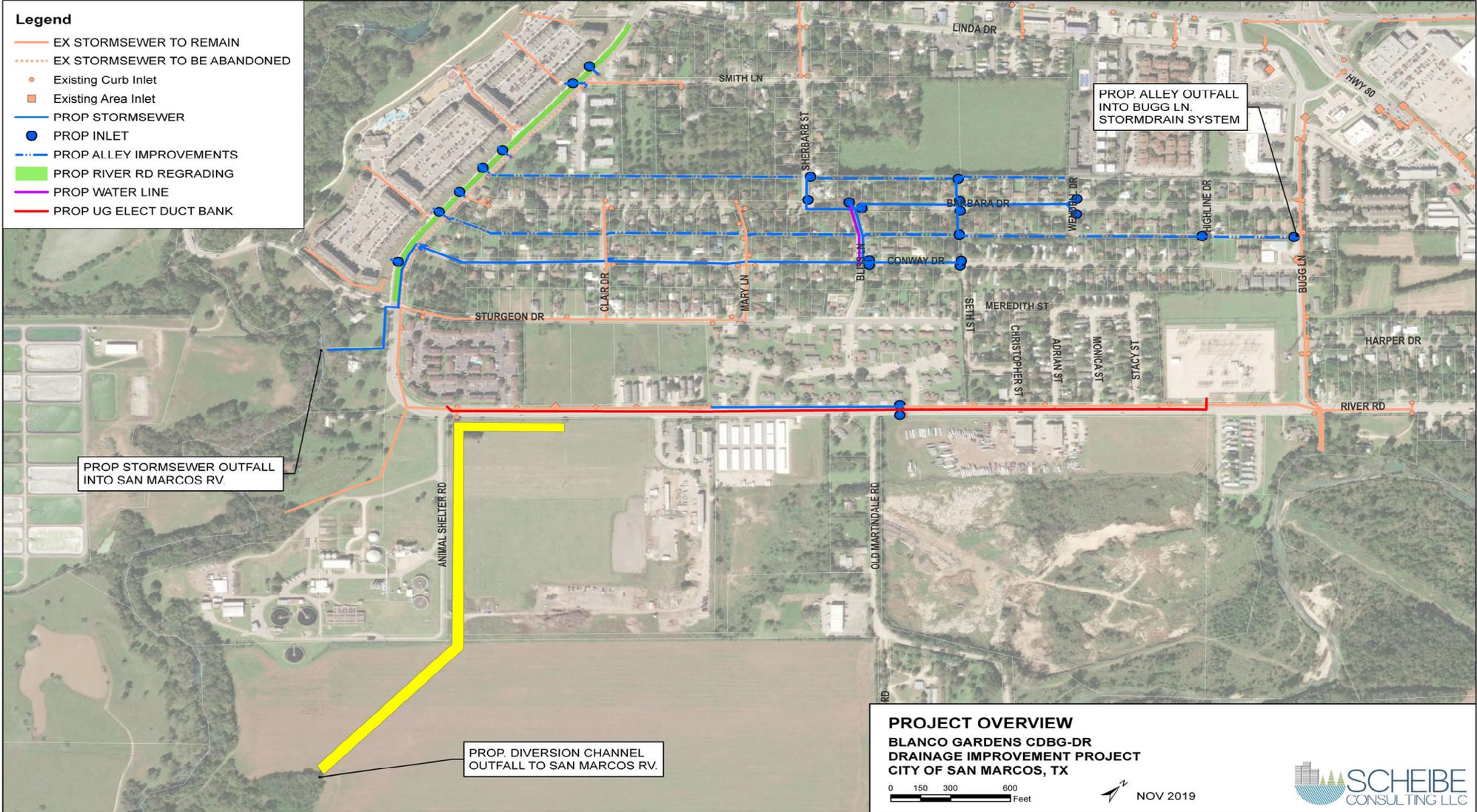
1. Performing Geotechnical Investigation or Subsurface Utility Engineering “Pot Holing”.
2. Performing Pavement Design.
3. Performing title searches for easement or joint-use agreement preparation.
4. Preparation of additional easement/ boundary exhibits beyond the number identified in the Scope of Services.
5. Acting as an agent of the City in the acquisition of permanent or temporary easements.
6. Preparation of platting documents and/or real property survey for site acquisition.
7. Accompanying the City when meeting with the TCEQ, U.S. Environmental Protection Agency, or other regulatory agencies during the course of the Project, beyond those meetings identified above.
8. Preparing applications and supporting documents for government grants, loans, or planning advances.
9. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the City.
10. Providing professional services associated with the discovery of any hazardous waste or materials in the project site.
11. Modifications to the design based on cultural resource findings as a direct result of this project or any adjacent project.

**EXHIBIT 3 - FEE SCHEDULE**  
**City of San Marcos, Texas**  
**Blanco Gardens River Road Duct Bank & Barbara Dr. Alley Drainage Improvements**

	Professional Service Description	Total Task Hours	Total Task Cost	Staff								Expenses	Survey Subconsultants	Traffic Subconsultants
				Project Manager	Senior Engineer	Engineer III	Engineer II	Engineer I	EIT II	EIT I	Clerical Staff		N/A (City to Provide 3rd Party Survey Services)	Aguirre & Fields
				\$220.00	\$180.00	\$145.00	\$135.00	\$125.00	\$115.00	\$100.00	\$75.00	Fee	Fee	Fee
<b>Design Phase (30%)</b>		<b>255</b>	<b>\$ 33,460</b>											
1a	PM - Coordination with Third Party Consultants	18	\$ 2,280	2					16					
1b	PM - QC Review and Address QC Comments - 30%	20	\$ 2,560		4				16					
1c	PM - Project Accounting and Administration	3	\$ 370	1							2			
1d	PM - Meetings: (3) Project	18	\$ 3,515	9					9			\$ 500.00		
1e	PM - Prepare Monthly Status Report (2)	7	\$ 910	1					6					
3	Preliminary Alley H&H Analysis (InfoWorks ICM)	33	\$ 4,940	1	16				16					
4a	Prepare 30% Plans - Cover Sheet	4	\$ 565	1					3					
4b	Prepare 30% Plans - Project Layout Sheet	17	\$ 2,060	1					16					
4c	Prepare 30% Plans - Alley Regrading Plan and Profile Sheets (22 x 34 @ 1":20') (4 sheets)	34	\$ 4,010	1.5					32					
4c	Prepare 30% Plans - Duct Bank Plan and Profile Sheets (22 x 34 @ 1":20') (8 sheets)	66	\$ 7,690	1.5					64					
4d	Prepare 30% Plans - Quantities / Cost Estimate	26	\$ 3,200	2					24					
4e	Prepare 30% Construction Project Schedule	10	\$ 1,360	2					8					
<b>Design Phase (60/90/100%)</b>		<b>535</b>	<b>\$ 87,582</b>											
5a	PM - Coordination with Subconsultants & Third Party Consultants	20	\$ 2,720	4					16					
5b	PM - QC Review and Address QC Comments - 60/90/100%	30	\$ 3,840		6				24					
5c	PM - Project Accounting and Administration	9	\$ 1,110	3							6			
5d	PM - Meetings: (4) Project	36	\$ 7,320	16					20			\$ 1,500.00		
5e	PM - Prepare Monthly Status Report (4)	10	\$ 1,360	2					8					
6	Final Alley H&H Analysis (InfoWorks ICM)	21	\$ 2,780	1	4				16					
7a	Prepare 60/90/100% Plans - Cover Sheet	4	\$ 455	0.5					3					
7b	Prepare 60/90/100% Plans - Project Layout Sheet	13	\$ 1,490	0.5					12					
7c	Prepare 60/90/100% Plans - Demolition Sheet	20	\$ 2,400	1.5					18					
7d	Prepare 60/90/100% Plans - Alley Regrading Plan and Profile Sheets (22 x 34 @ 1":20') (4 sheets)	74	\$ 8,720	2					72					
7e	Prepare 60/90/100% Plans - Duct Bank Plan and Profile Sheets (22 x 34 @ 1":20') (8 sheets)	146	\$ 17,000	2					144					
7f	Prepare 90/100% Plans - Temp. Erosion Control (12 sheets)	74	\$ 8,610	1.5					72					
7g	Prepare Single-Phase Traffic Control Plan	10	\$ 20,887	2					8					\$ 19,527.00
7h	Prepare 90/100% Plans - Detail Sheets (2 sheets)	18	\$ 2,280	2					16					
7i	Prepare 60/90/100% Plans - Quantities / Cost Estimate	20	\$ 2,510	2					18					
7j	Prepare 60/90/100% Construction Project Schedule	18	\$ 2,280	2					16					
8	Project Specifications (at 100%)	14	\$ 1,820	2					12					
<b>Bid Phase</b>		<b>27</b>	<b>\$ 4,150</b>											
9a	PM - Project Accounting and Administration	3	\$ 260	0.5							2			
9b	PM - Meetings: (1) Project, (1) Pre-Bid, (1) Bid Opening	6	\$ 1,290	1.5					4			\$ 500.00		
9c	PM - Prepare Monthly Status Report (1)	3	\$ 340	0.5					2					
10	Bid Package (merged with Blanco G. Project)	6	\$ 900	2					4					
11	RFIs (2) / Addendums (1)	10	\$ 1,360	2					8					
<b>Construction Phase (Assumes a 4 month Construction Duration)</b>		<b>117</b>	<b>\$ 16,395</b>											
12a	PM - Coordination with Subconsultants & Third Party Consultants	12	\$ 1,800	4					8					
12b	PM - Project Accounting and Administration	8	\$ 780	1.5							6			
12c	PM - Meetings: (1) Pre-Construction Meeting, (1) Project Close-Out Meeting	16	\$ 2,680	8					8					
12d	PM - Prepare Monthly Status Report (6)	5	\$ 675	1.5					3					
13	RFIs (4)	13	\$ 1,600	1					12					
14	Submittal Reviews (4)	13	\$ 1,800	1					12			\$ 200.00		

15	Site Inspections (12)	35	\$ 4,550	5					30					
16	Pay Application Reviews (6)	4	\$ 710	0.75					3			\$ 200.00		
17	Close-Out Inspection (2)	12	\$ 1,800	4					8					
<b>END BASIC SERVICES</b>														
<b>Total Basic Service Hours:</b>		<b>933</b>	<b>\$ 141,587</b>	<b>100.25</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>787</b>	<b>0</b>	<b>16</b>	<b>\$ 2,900.00</b>	<b>\$ -</b>	<b>\$ 19,527.00</b>
<b>Total Basic Services</b>			<b>\$ 141,587</b>											
<b>Supplemental Services</b>			<b>\$ 13,015</b>											
SS-1	2nd Phase Traffic Control	10	\$ 13,015	2					8				\$ -	\$ 11,655.00
<b>END</b>														
<b>Total Supplemental Services</b>			<b>\$ 13,015</b>	<b>\$ -</b>										
<b>Total Fee Basic + Supplemental Services</b>			<b>\$ 154,602</b>											

- Legend**
- EX STORMSEWER TO REMAIN
  - EX STORMSEWER TO BE ABANDONED
  - Existing Curb Inlet
  - Existing Area Inlet
  - PROP STORMSEWER
  - PROP INLET
  - PROP ALLEY IMPROVEMENTS
  - PROP RIVER RD REGRADING
  - PROP WATER LINE
  - PROP UG ELECT DUCT BANK

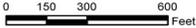


PROP STORMSEWER OUTFALL INTO SAN MARCOS RV

PROP. DIVERSION CHANNEL OUTFALL TO SAN MARCOS RV.

PROP. ALLEY OUTFALL INTO BUGG LN. STORMDRAIN SYSTEM

**PROJECT OVERVIEW**  
**BLANCO GARDENS CDBG-DR**  
**DRAINAGE IMPROVEMENT PROJECT**  
**CITY OF SAN MARCOS, TX**

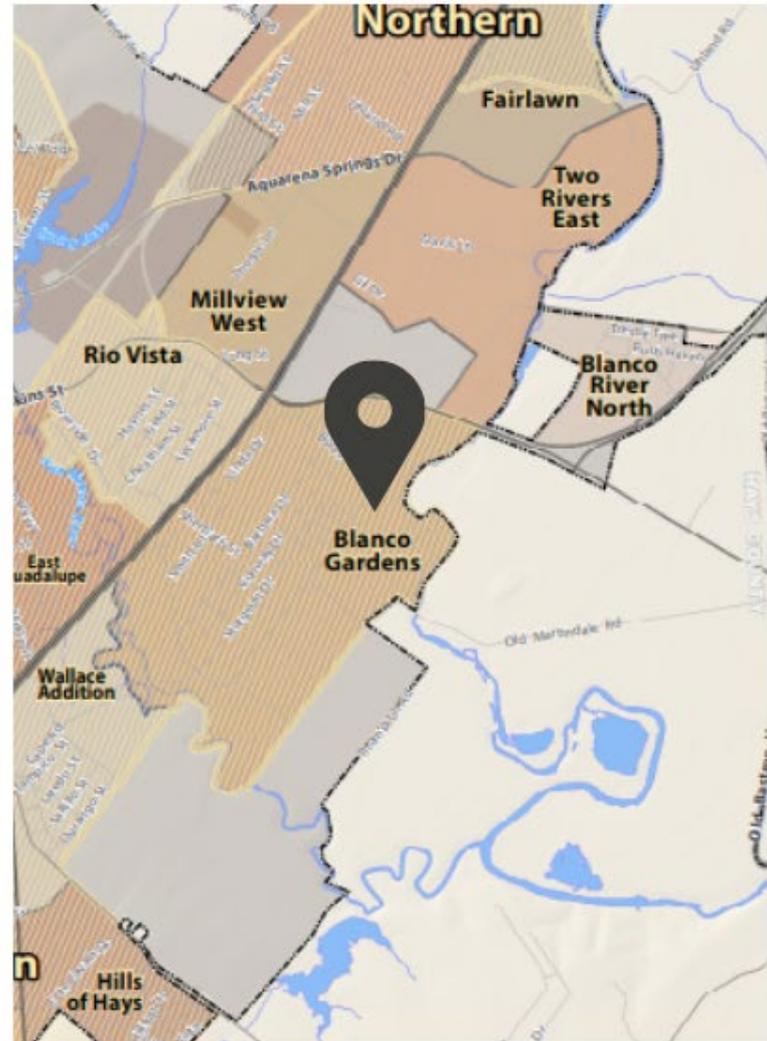


NOV 2019



# Community Meeting: Blanco Gardens Drainage Improvements

December 4, 2019

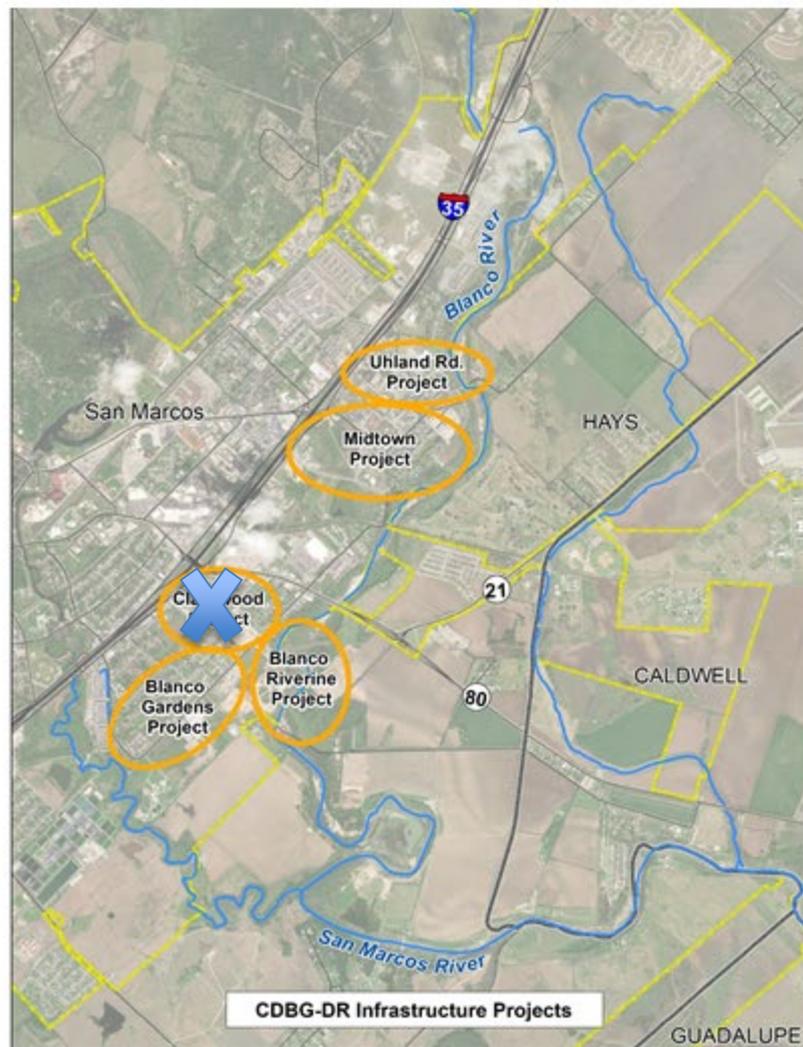


# Meeting Agenda

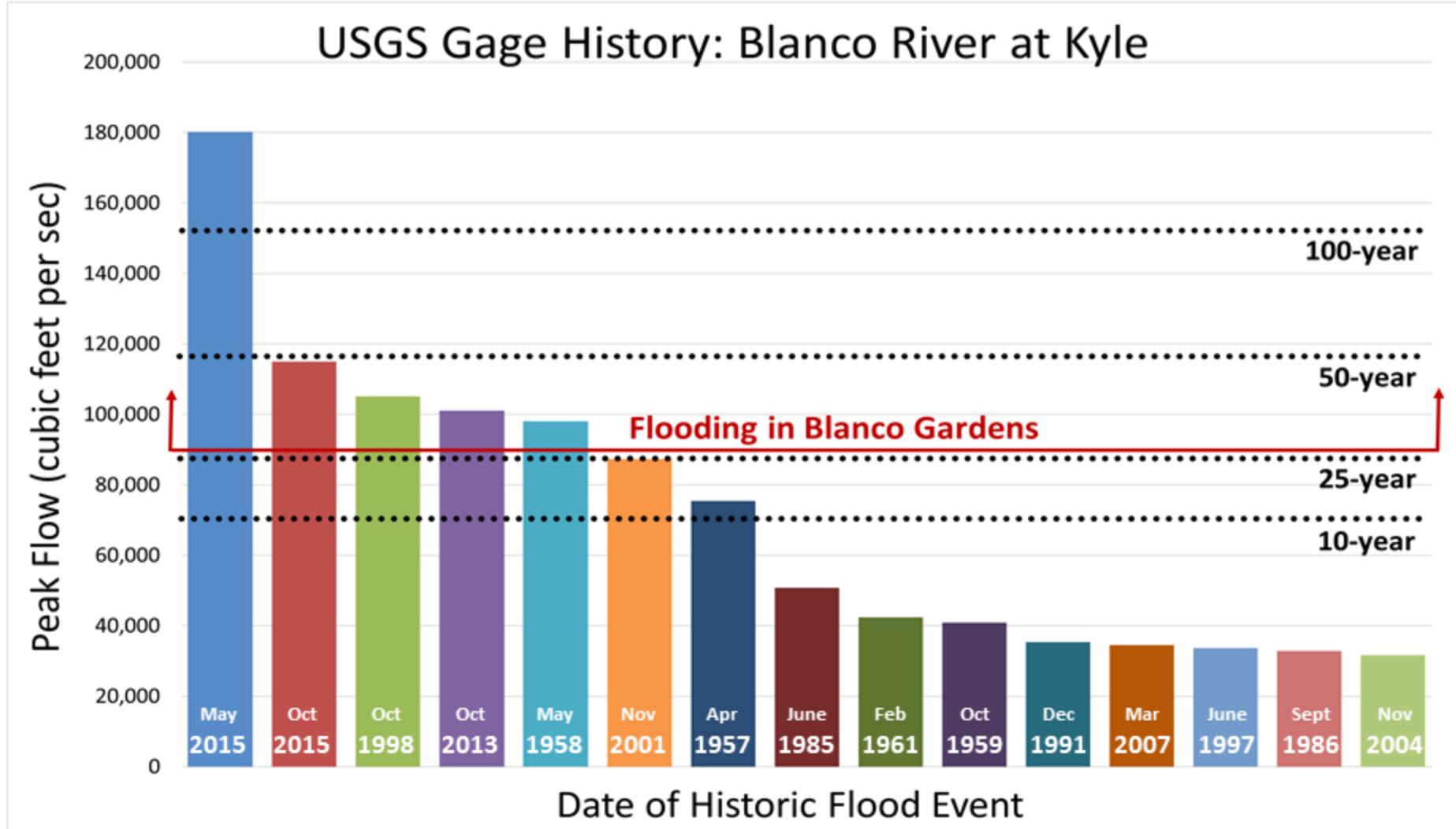
1. Purpose of Meeting
2. Introductions
3. Blanco Riverine Flood Mitigation
4. Blanco Gardens Drainage Improvements
5. Main Lift Station - Force Main Project
6. Questions

# CDBG-DR Infrastructure Projects

- Uhland Road
- Midtown
- **Blanco Riverine Mitigation**
- **Blanco Gardens**



# Blanco River History

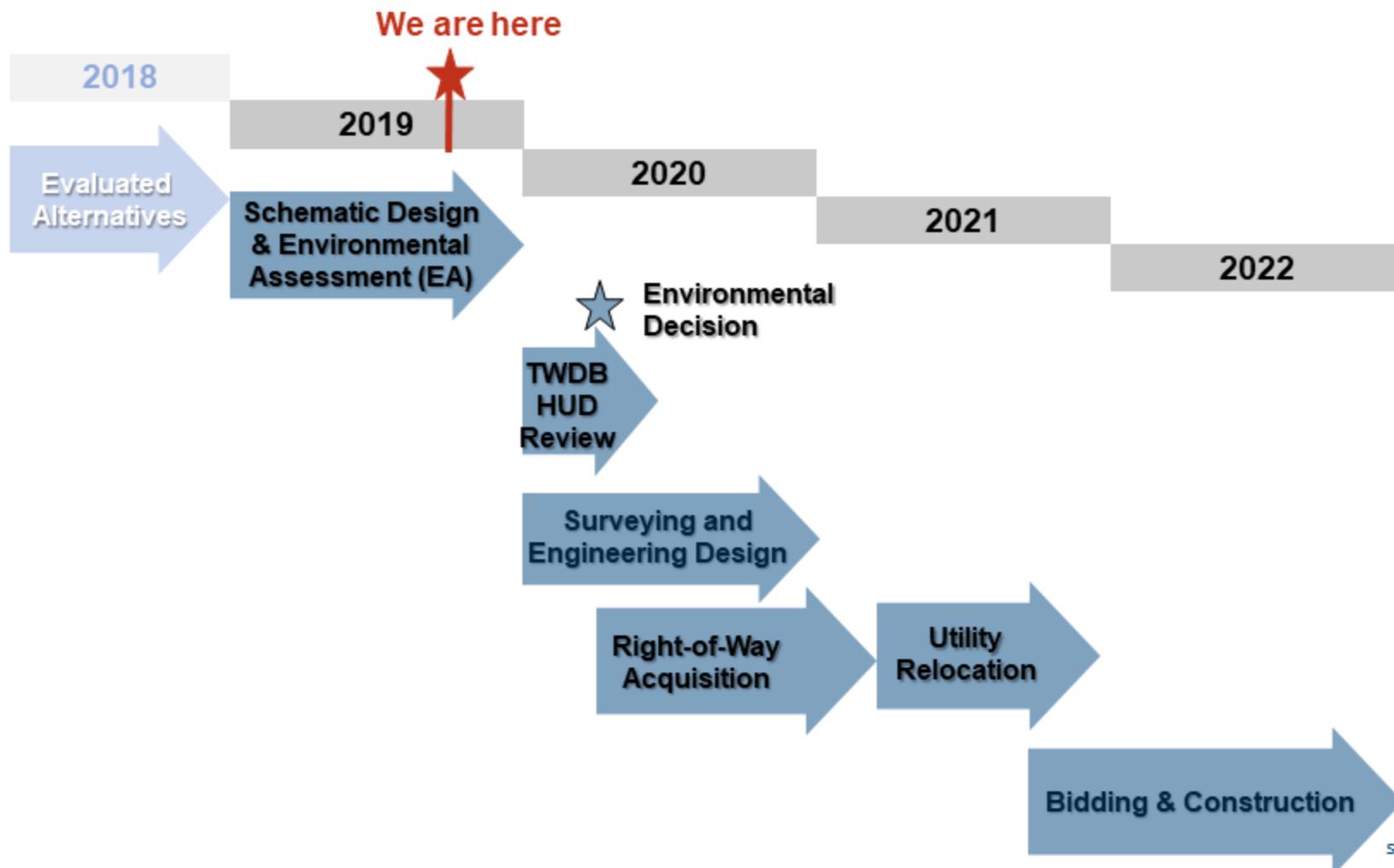


# Blanco Riverine Flood Mitigation

- **Berm + Relief Channel** - \$23 Million Total Project Cost



# Next Steps



# BLANCO GARDENS DRAINAGE IMPROVEMENT PROJECT

\$8.5 MILLION TOTAL PROJECT COST

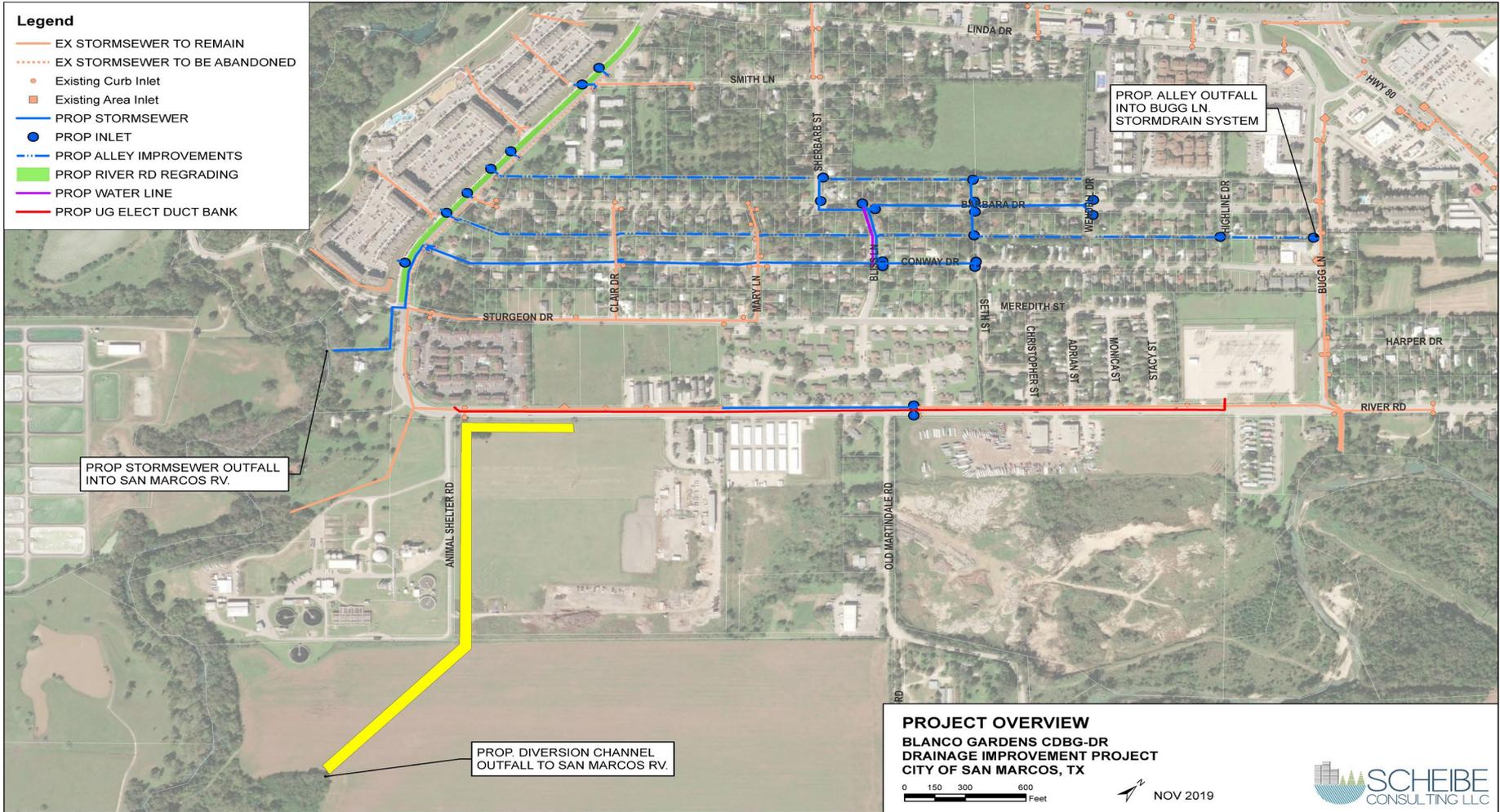
FINAL DESIGN UNDERWAY

ENVIRONMENTAL ASSESSMENT  
IN PROGRESS



2015 Flood – San Marcos, TX





**Legend**

- EX STORMSEWER TO REMAIN
- - - - EX STORMSEWER TO BE ABANDONED
- Existing Curb Inlet
- Existing Area Inlet
- PHASE 1 STORMSEWER

A PORTION OF PHASE 1 STORMSEWER WILL BE DIRECTED TO EXISTING OUTFALL



**PHASE 1 IMPROVEMENTS CONSTRUCTION SCHEDULE**

1. CONSTRUCTION WILL COINCIDE WITH RIVER RD. FORCE MAIN AND DUCT BANK CONSTRUCTION.
2. CONSTRUCTION IS EXPECTED TO BEGIN SPRING 2020.
3. PHASE 1 STORMSEWER CONSTRUCTION IS EXPECTED TO BE INSTALLED BY OCT. 2020.

**PHASE 1 - RIVER RD STORMSEWER ONLY**

**BLANCO GARDENS CDBG-DR  
DRAINAGE IMPROVEMENT PROJECT  
CITY OF SAN MARCOS, TX**

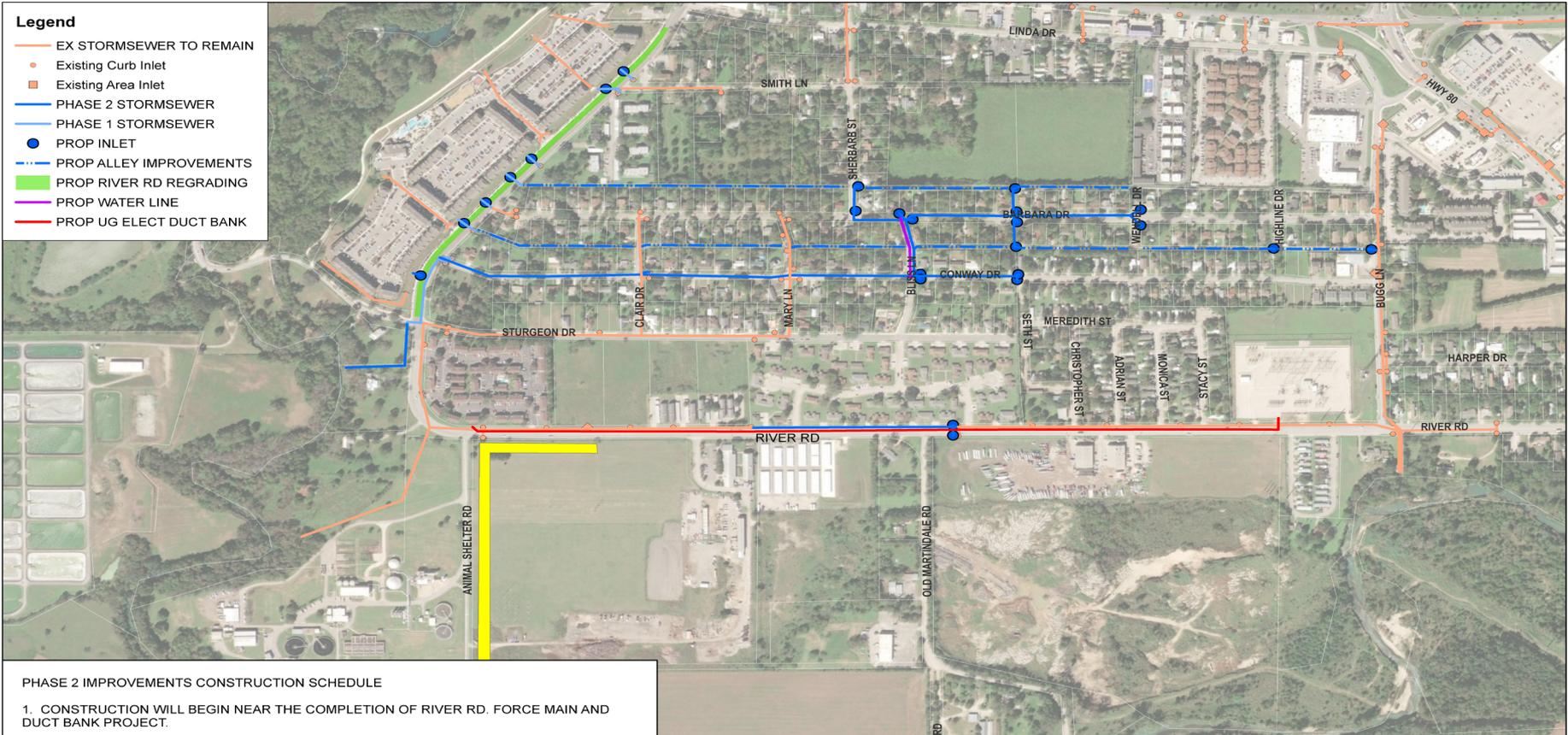


NOV 2019



**Legend**

- EX STORMSEWER TO REMAIN
- Existing Curb Inlet
- Existing Area Inlet
- PHASE 2 STORMSEWER
- PHASE 1 STORMSEWER
- PROP INLET
- PROP ALLEY IMPROVEMENTS
- PROP RIVER RD REGRADING
- PROP WATER LINE
- PROP UG ELECT DUCT BANK



**PHASE 2 IMPROVEMENTS CONSTRUCTION SCHEDULE**

1. CONSTRUCTION WILL BEGIN NEAR THE COMPLETION OF RIVER RD. FORCE MAIN AND DUCT BANK PROJECT.
2. PHASE 2 CONSTRUCTION IS EXPECTED TO BEGIN DEC. 2020.
3. PHASE 2 STORMSEWER CONSTRUCTION IS EXPECTED TO BE COMPLETE BY SPRING 2022.

**PHASE 2 - REMAINING EFFORT**

**BLANCO GARDENS CDBG-DR  
DRAINAGE IMPROVEMENT PROJECT  
CITY OF SAN MARCOS, TX**



NOV 2019



# Main Lift Station - Force Main Project

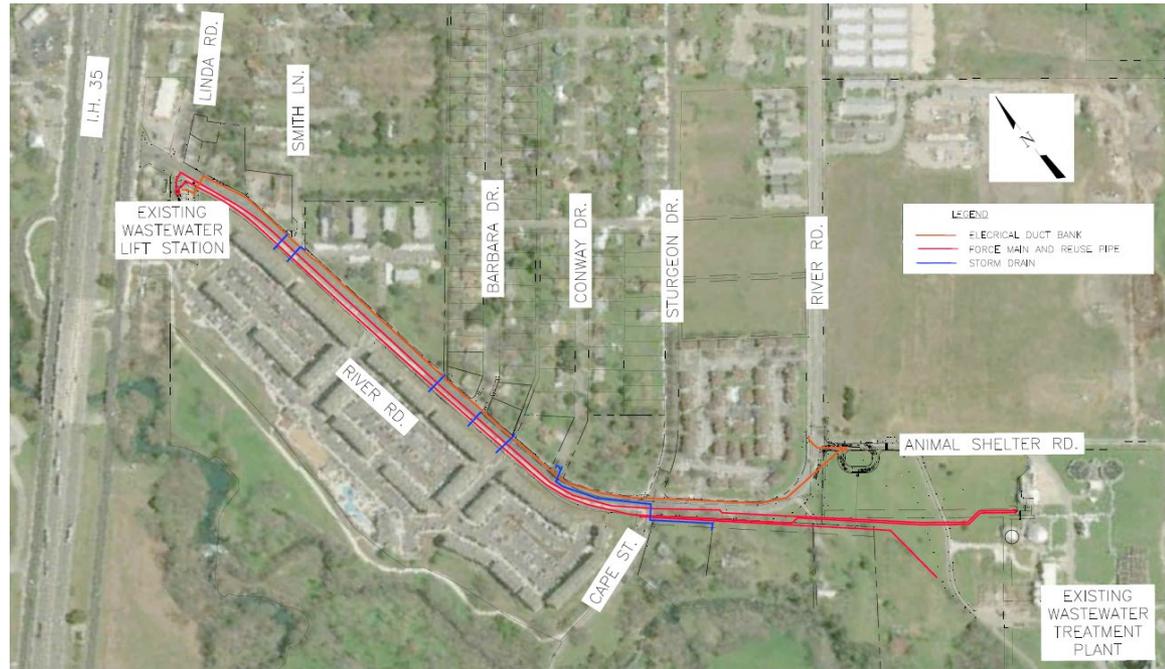
## Components:

- Sewer Force Main
- Reclaimed Water Main
- Bulk Filling Station
- Storm Drain
- Electrical Duct Bank

Total Project Costs: \$7.1 Million

Design: 95% Complete

Approximate Construction: May 2020 – February 2021



# Project Phase 1

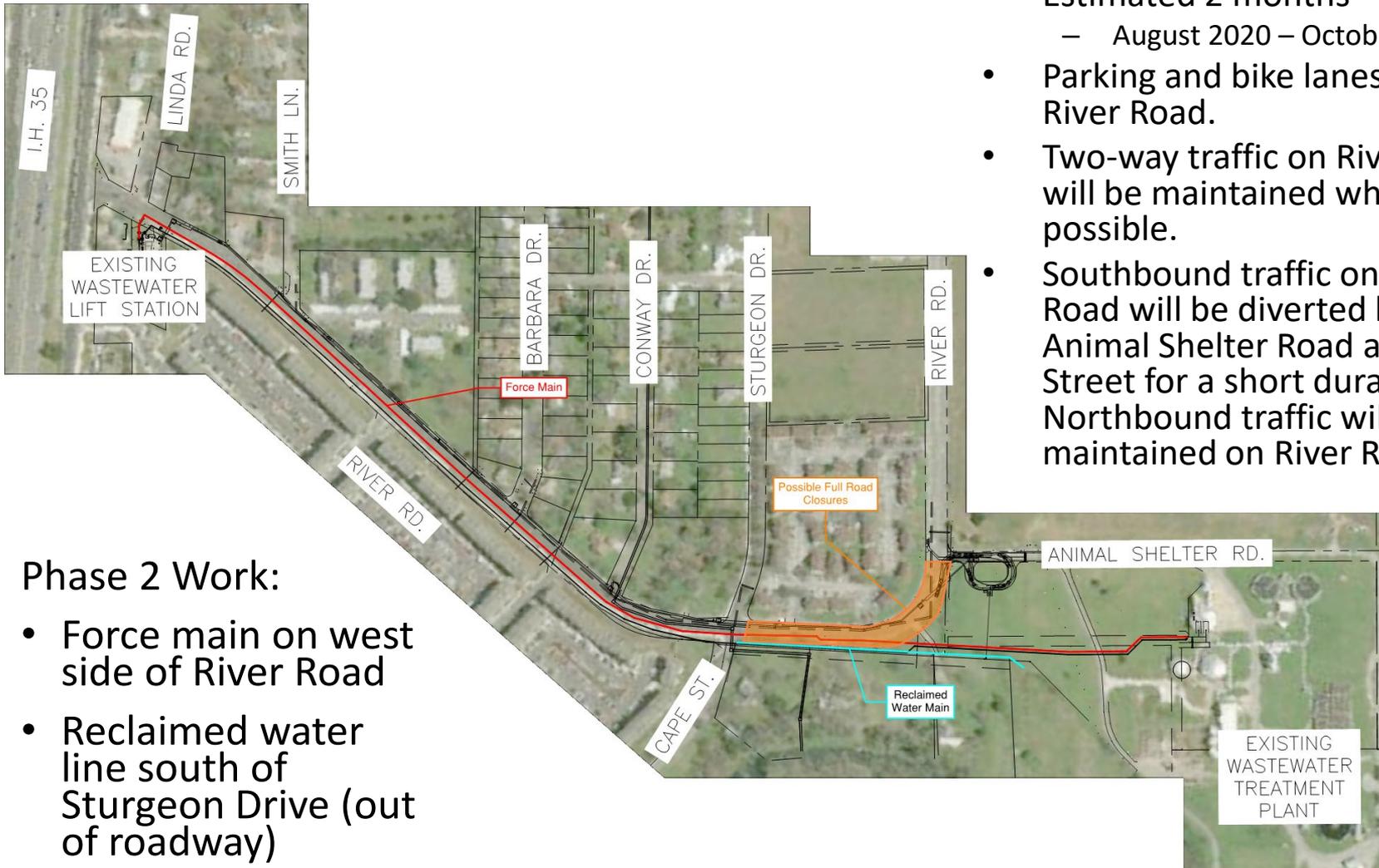


- Estimated 3 months
  - May 2020 – August 2020
- Parking and bike lanes closed on River Road.
- Two-way traffic on River Road will be maintained whenever possible.
- Short term road closures of segments of River Road.

## Phase 1 Work:

- Force main on west side of River Road (adjacent to curb)
- Storm Drains on River Road

# Project Phase 2

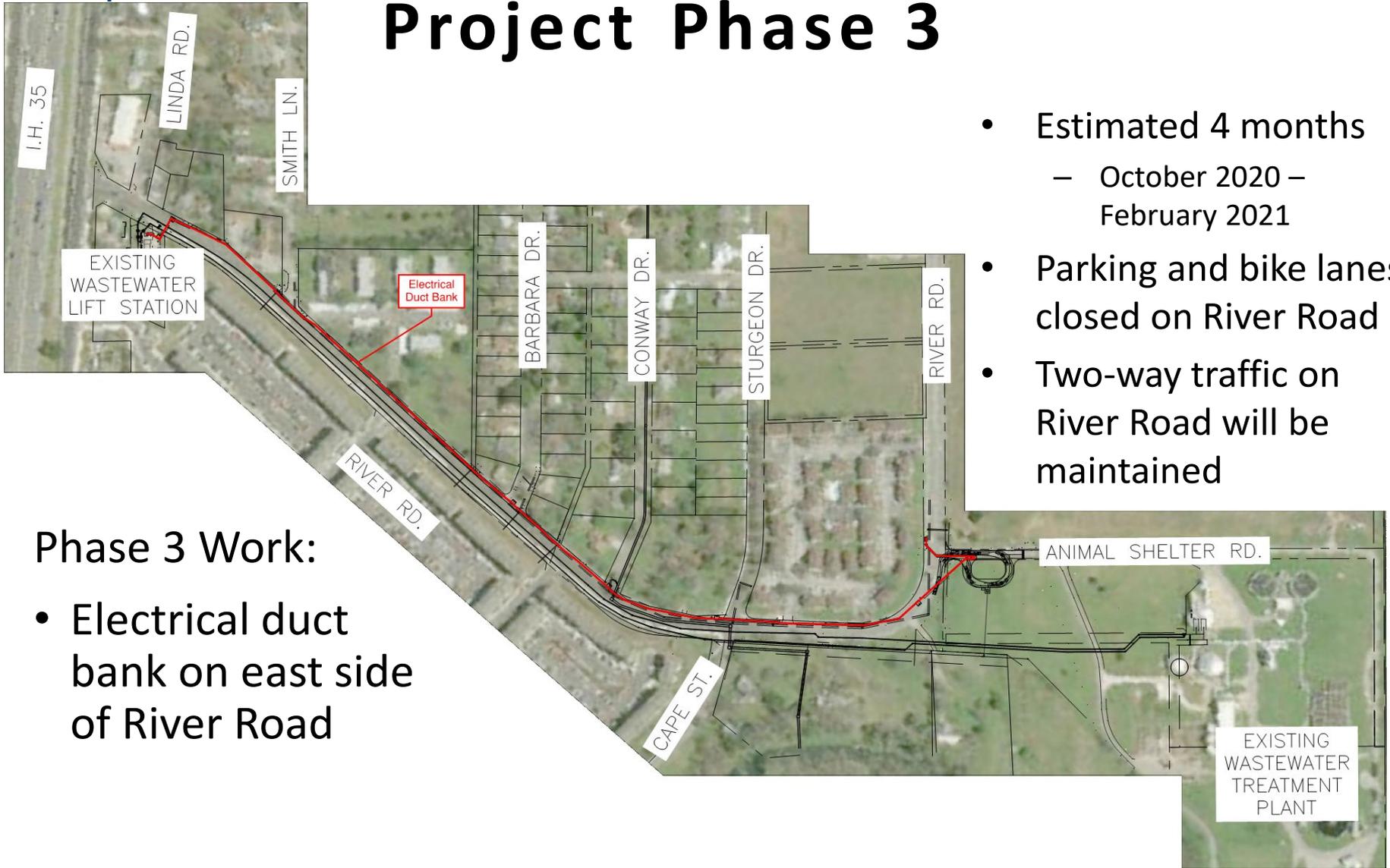


- Estimated 2 months
  - August 2020 – October 2020
- Parking and bike lanes closed on River Road.
- Two-way traffic on River Road will be maintained whenever possible.
- Southbound traffic on River Road will be diverted between Animal Shelter Road and Cape Street for a short duration. Northbound traffic will be maintained on River Road.

## Phase 2 Work:

- Force main on west side of River Road
- Reclaimed water line south of Sturgeon Drive (out of roadway)

# Project Phase 3



- Estimated 4 months
  - October 2020 – February 2021
- Parking and bike lanes closed on River Road
- Two-way traffic on River Road will be maintained

## Phase 3 Work:

- Electrical duct bank on east side of River Road

# Construction Summary

- **Main Lift Station – Force Main Project**
  - May 2020 to February 2021
- **Blanco Gardens Drainage Improvements**
  - December 2020 to Spring 2022
- **Blanco Riverine Flood Mitigation**
  - Spring 2021 to December 2022

# Questions?

*Thank You.*

# Contact Information

**JACQUELYN THOMAS**

City of San Marcos

**REY GARCIA**

City of San Marcos

**ANNE HOSKINS**

Freese & Nichols

**ERIC SCHEIBE**

Scheibe Consultants



Legislation Text

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**File #:** Res. 2020-05R, **Version:** 1

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**AGENDA CAPTION:**

Consider approval of Resolution 2020-05R, approving a Change in Service to the Engineering Services agreement with Alan Plummer Associates, Inc. (Contract no. 219-051) relating to the Alliance Regional Water Authority Supply Improvement Project in the estimated amount of \$260,173; authorizing the City Manager or his designee to execute the appropriate documents to implement the Change in Service; and declaring an effective date.

**Meeting date:** January 7, 2020

**Department:** Eng/CIP, Laurie Moyer, Director (by Lynda Williams, Purchasing Manager)

**Amount & Source of Funding**

**Funds Required:** \$260,173

**Account Number:** C741

**Funds Available:** \$4,000,000

**Account Name:** ARWA Delivery Improvements

**Fiscal Note:**

**Prior Council Action:** Res 2018-204R Approving Design Contract with Plummer, Res 2019 - 187R Approving Interlocal Agreement with GBRA

**City Council Strategic Initiative:** [Please select from the dropdown menu below]

N/A

Choose an item.

Choose an item.

**Comprehensive Plan Element (s):** [Please select the Plan element(s) and Goal # from dropdown menu below]

Economic Development - Choose an item.

Environment & Resource Protection - Choose an item.

Land Use - Choose an item.

Neighborhoods & Housing - Choose an item.

- Parks, Public Spaces & Facilities - Choose an item.
- Transportation - Choose an item.
- Core Services
- Not Applicable

**Master Plan:** *[Please select the corresponding Master Plan from the dropdown menu below (if applicable)]*

Water Master Plan

**Background Information:**

This change in service to contract 219-051 is required to provide additional services for the evaluation and design of improvements at the Surface Water Treatment Plant (SWTP) to receive and distribute water from the Alliance Regional Water Authority (ARWA). The improvements will be shared facilities and the costs will be shared by the City and the Guadalupe-Blanco River Authority (GBRA). This change covers the design of:

- Additional high service pump (City)
- Surge tank, electric building expansion & vibration analysis (GBRA)
- Additional generator, updated SCADA for pump stations (City & GBRA)

Based upon the interlocal agreement with GBRA, the cost for this Change in Service #1 will be divided between the City and GBRA as follows:

City = \$101,006\* (\*includes \$10,000 ARWA work)

GBRA = \$159,167

**Council Committee, Board/Commission Action:**

Click or tap here to enter text.

**Alternatives:**

Click or tap here to enter text.

**Recommendation:**

Recommend approval

**RESOLUTION NO. 2020- R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A CHANGE IN SERVICE TO THE ENGINEERING SERVICES AGREEMENT WITH ALAN PLUMMER ASSOCIATES, INC. (CONTRACT NO. 219-051) RELATING TO THE ALLIANCE REGIONAL WATER AUTHORITY SUPPLY IMPROVEMENT PROJECT IN THE ESTIMATED AMOUNT OF \$260,173; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE APPROPRIATE DOCUMENTS TO IMPLEMENT THE CHANGE IN SERVICE; AND DECLARING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:**

**PART 1.** A change in service to the engineering services agreement with Alan Plummer Associates, Inc. (Contract No. 219-051) relating to the Alliance Regional Water Authority Supply Improvement Project in the estimated amount of \$260,173 is approved.

**PART 2.** The City Manager or his designee is authorized to execute the appropriate documents to implement the change in service.

**PART 3.** This Resolution will be in full force and effect immediately from and after its passage.

**ADOPTED** on January 7, 2020.

Jane Hughson  
Mayor

Attest:

Tammy K. Cook  
Interim City Clerk

**ATTACHMENT D**

**AUTHORIZATION OF CHANGE IN SERVICES  
CITY OF SAN MARCOS, TEXAS**

**PROJECT: Alliance Regional Water Authority Supply Imp.  
(Contract #219-051)**

**CONSULTANT: Alan Plummer Associates, Inc.**

**AUTHORIZATION NO.: 1**

**ORIGINAL CONTRACT DATE: November 14, 2018**

**AUTHORIZATION DATE:**

**WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES**

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A change in service is requested to provide additional services for the evaluation and design of improvements necessary to receive and distribute water from the Alliance Regional Water Authority (ARWA). The improvements will be shared facilities and the costs will be shared by the City, the ARWA and the Guadalupe-Blanco River Authority.

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Previous contract amount:	<u>\$656,590.00</u>
Net increase/decrease in contract amount:	<u>\$260,173.00</u>
Revised contract amount:	<u>\$916,763.00</u>

Requested by:

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

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

\_\_\_\_\_  
Printed name, title

Approved by:

City of San Marcos:

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

By: \_\_\_\_\_  
Bert Lumbreras, City Manager

# City of San Marcos Water Resources Project

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## CHANGE IN SERVICES

### BASIC SERVICES

Plummer Associates, Inc. (Plummer) understands that the City of San Marcos (CLIENT) is a participant in the Alliance Regional Water Authority (ARWA) project to bring groundwater to the CLIENT and other participants to meet future water demands. CLIENT has retained the services of Plummer to evaluate the changes that will be required within its system and to design the improvements needed at the Surface Water Treatment Plant to make effective use of this new supply. The improvements at the Surface Water Treatment Plant will be jointly funded by CLIENT and the Guadalupe-Blanco River Authority (GBRA) since GBRA will receive water via the ARWA pipeline and distribute it to its customers.

During the Preliminary Engineering Phase for the improvements at the Surface Water Treatment Plant, several changes in scope were identified as being desirable. These changes are as follows:

1. Provide additional emergency generator capacity to power the entire plant.
2. Include a surge tank on the GBRA system to protect against hydraulic transients.
3. Add a fourth pump for the City of San Marcos.
4. Provide for an expansion to the electrical building to house the new, larger VFDs.
5. Update the SCADA controls for both pump stations.
6. Conduct a vibration analysis of the wetwell structure.
7. Include permanent piping from the booster pump stations to the ARWA line so that water can be fed back to ARWA.

### ADDITIONAL SERVICES

#### 1. Preliminary Engineering Services

1.1 Evaluate the existing backup generator and associated utilization equipment and provide sizing recommendation for an additional backup generator and appurtenances as necessary to power all WTP treatment equipment and provide firm capacity for both GBRA and San Marcos high service pump stations. Three options will be evaluated:

- Adding an automatic transfer switch and an additional backup generator sized for three GBRA HSPS pumps and one San Marcos HSPS pump.
- Paralleling Switch Gear and an additional backup generator sized for three GBRA HSPS pumps and one San Marcos HSPS pump.
- Paralleling Switch Gear and an additional backup generator sized for three GBRA HSPS pumps and three San Marcos HSPS pumps.

1.2 Based on the results of the hydraulic transient (aka. surge) analysis for the GBRA Treated Water Delivery System (TWDS) pipeline completed under the original scope of

the project, develop sizing and siting recommendations for a hydropneumatic tank and associated appurtenances and piping connections at the HSPS.

- 1.3 Based on the evaluation of required improvements to the electrical building, recommend dimensions for a building expansion to accommodate four variable frequency drives (VFDs) and one San Marcos high service pump.
- 1.4 Conduct a preliminary structural evaluation of the wet well to accommodate the weight of the proposed GBRA and San Marcos pumps and motors.
- 1.5 Conduct a preliminary evaluation of the existing PLC (RTU) panels located in the GBRA and San Marcos Electrical rooms and their connection with existing SCADA software located in the water plant control room.
- 1.6 Conduct preliminary engineering for the design of a permanent pipeline connection between the booster pump station discharge line and the ARWA feed line such that water can be fed back to ARWA from the San Marcos WTP.
- 1.7 Attend two additional progress meeting with CLIENT and GBRA staff.

## **2. Design, Bidding Assistance, and Construction Administration Services**

As incremental additions to, but performed in accordance with, the original scope of services, provide design, bidding assistance, and construction administration services for the following items:

- 2.1 Expansion of the electrical building to accommodate the electrical gear required for the new and replacement pumps (including VFDs), along with the associated HVAC requirements. Building will match the look of the existing electrical building.
- 2.2 Addition of a second backup diesel generator and electrical paralleling gear required to power the WTP equipment and provide firm capacity for both high service pump stations.
- 2.3 Addition of a hydropneumatic tank and associated appurtenances and piping for surge control.
- 2.4 Subcontract with a specialty firm to perform field vibration testing to identify the natural frequency of the existing pumps and evaluate whether the natural frequency of the heavier equipment may be excited by the pump rotating speed. It is assumed that no additional structural improvements will be required as a result of the vibration analysis. If structural improvement of the wet well is required, additional design services will be necessary.
- 2.5 Addition of new GBRA-side VFD Input/Output (I/O) points to the existing Rockwell Automation CompactLogix PLC located in the GBRA Electrical Room. New I/O cards will be added to the existing CompactLogix PLC as required to accommodate all new field I/O.
- 2.6 Addition of new San Marcos-side VFD I/O points to the existing Rockwell Automation SLC PLC located in the San Marcos Electrical Room, assuming the existing SLC is able to accept new I/O.
- 2.7 Design an additional high service pump for the City of San Marcos and connect it to the discharge header.
- 2.8 Design approximately 800 linear feet of 16-inch line to connect the booster pump discharge headers to the ARWA feed pipe in order to allow backfeeding ARWA.

2.9 Attend up to four additional progress meetings during design to receive CLIENT and GBRA staff.

**COMPENSATION**

Compensation shall be Lump Sum. Invoices will reflect percent complete on the various tasks as identified below.

	Initial Contract	CIS #1	Total
Water Mater Plan Update	\$ 176,150	\$ 0	\$ 176,150
Preliminary Engineering Services	\$ 102,800	\$ 25,300	\$ 128,100
Design Services	\$ 170,450	\$ 192,090	\$ 362,540
Bidding Assistance	\$ 28,000	\$ 4,410	\$ 32,410
Construction Administration	\$ 179,190	\$ 38,373	\$ 217,563
<b>Total Contract</b>	<b>\$ 656,590</b>	<b>\$ 260,173</b>	<b>\$ 916,763</b>

City of San Marcos  
Water Master Plan Update  
Change in Service #1 for ARWA Improvements  
Change In Service 1

Level 2 (Phase) No. and Description <i>Level 3 (Task) No. and Description</i>	Principal (hrs)	Sr. Proj Mgr (hrs)	Proj Mgr (hrs)	Proj Engr (hrs)	EIT (hrs)	Technician (hrs)	Clerical (hrs)	QC (hrs)	Total Labor		Percent of Total Fee
									Hours	Fee (\$\$\$)	
<b>Change in Service #1 for ARWA Improvements</b>	<b>16</b>	<b>0</b>	<b>12</b>	<b>73</b>	<b>20</b>	<b>24</b>	<b>0</b>	<b>12</b>	<b>157</b>	<b>\$ 25,340</b>	<b>100.0%</b>
<b>A Preliminary Engineering</b>	<b>4</b>	<b>0</b>	<b>2</b>	<b>11</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>23</b>	<b>\$ 4,070</b>	<b>16.1%</b>
1 Additional emergency generator capacity									0	\$ -	0.0%
2 Surge tank for GBRA hydraulic transient									0	\$ -	0.0%
3 Add a 4th San Marcos pump				2					2	\$ 280	1.1%
4 Expand electrical building									0	\$ -	0.0%
5 Update SCADA controls for both pump stations									0	\$ -	0.0%
6 Evaluate structure for added weight									0	\$ -	0.0%
7 ARWA back feed piping	1			6	4				11	\$ 1,630	6.4%
8 Additional meeting	3		2	3				2	10	\$ 2,160	8.5%
<b>B Design Phase</b>	<b>8</b>	<b>0</b>	<b>8</b>	<b>30</b>	<b>16</b>	<b>24</b>	<b>0</b>	<b>10</b>	<b>96</b>	<b>\$ 15,240</b>	<b>60.1%</b>
1 Additional emergency generator capacity								1	1	\$ 240	0.9%
2 Surge tank for GBRA hydraulic transient								1	1	\$ 240	0.9%
3 Add a 4th San Marcos pump				4				1	5	\$ 800	3.2%
4 Expand electrical building								1	1	\$ 240	0.9%
5 Update SCADA controls for both pump stations								2	2	\$ 480	1.9%
6 Conduct a vibration analysis								1	1	\$ 240	0.9%
7 ARWA back feed piping	2			20	16	24		1	63	\$ 8,380	33.1%
8 Additional meetings	6		8	6				2	22	\$ 4,620	18.2%
<b>C Construction Phase</b>	<b>4</b>	<b>0</b>	<b>2</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>38</b>	<b>\$ 6,030</b>	<b>23.8%</b>
1 Additional shop drawings				8					8	\$ 1,120	4.4%
2 Additional RFIs				8					8	\$ 1,120	4.4%
3 Additional construction time & meetings	4		2	16					22	\$ 3,790	15.0%
<b>TOTAL LABOR</b>	<b>16</b>	<b>0</b>	<b>12</b>	<b>73</b>	<b>20</b>	<b>24</b>	<b>0</b>	<b>12</b>	<b>157</b>	<b>\$ 25,340</b>	<b>100.0%</b>
Total Labor Hours	16	0	12	73	20	24	0	12	157		
Total Labor Amount										\$ 25,340	100.0%
Total Amounts by Labor Category	\$ 4,640	\$ -	\$ 2,340	\$ 10,220	\$ 2,500	\$ 2,760	\$ -	\$ 2,880		\$ 25,340	
Labor Category Percent of Total Labor	18.3%	0.0%	9.2%	40.3%	9.9%	10.9%	0.0%	11.4%			100.0%
<b>TOTAL EXPENSES (see breakdown below)</b>										<b>\$ 234,675</b>	
Total Subconsultants										\$ 158	
Total Reimbursables										\$ 234,833	
Total Expenses										\$ 260,173	
<b>GRAND TOTAL - Change in Service #1 for ARWA Improvements</b>										<b>\$ 260,173</b>	

**SUBCONSULTANT EXPENSES**

Code	Description	Budget (\$\$)	Markup	Fee (\$\$\$)
CA	Architect Consultant	\$ -	1.05	\$ -
CC	Civil Engr Consultant	\$ -	1.05	\$ -
CE	Electrical Consultant	\$ -	1.05	\$ -
CG	Geotechnical Consultant	\$ -	1.05	\$ -
CM	Mechanical Consultant	\$ -	1.05	\$ -
CO	Other Consultant	\$ -	1.05	\$ -
CS	Structural Consultant	\$ -	1.05	\$ -
CY	Surveying Consultant	\$ -	1.05	\$ -
C1	HDR Engineering	\$ 223,500	1.05	\$ 234,675
C2		\$ -	1.05	\$ -
C3		\$ -	1.05	\$ -
C4		\$ -	1.05	\$ -
C5		\$ -	1.05	\$ -
C6		\$ -	1.05	\$ -
<b>TOTAL SUBCONSULTANT EXPENSES</b>		<b>\$ 223,500</b>		<b>\$ 234,675</b>

**REIMBURSABLE EXPENSES**

Code	Description	Budget (\$\$)	Markup	Fee (\$\$\$)
RA	Laboratory Analysis	\$ -	1.05	\$ -
RC	Computer	\$ -	1.05	\$ -
RH	Historical	\$ -	1.05	\$ -
RI	In-House Reproduction	\$ 50	1.05	\$ 53
RL	Long Distance Telephone	\$ -	1.05	\$ -
RM	Employee Mileage	\$ 100	1.05	\$ 105
RO	Other Expenses	\$ -	1.05	\$ -
RP	Purchased Services	\$ -	1.05	\$ -
RR	Reproduction	\$ -	1.05	\$ -
RS	Shipping, Delivery, Postage	\$ -	1.05	\$ -
RT	Travel, Meals, Lodging	\$ -	1.05	\$ -
RU	Telecommunications	\$ -	1.00	\$ -
R1		\$ -	1.05	\$ -
R2		\$ -	1.05	\$ -
<b>TOTAL REIMBURSABLE EXPENSES</b>		<b>\$ 150</b>		<b>\$ 158</b>



Legislation Text

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**File #:** Res. 2020-06R, **Version:** 1

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**AGENDA CAPTION:**

Consider approval of Resolution 2020-06R, authorizing funding in the amount of \$50,000 for marketing and promotion of the Go Wheels Up event at the San Marcos Regional Airport organized by Go Wheels Up Texas, LLC; authorizing the City Manager or his designee to execute an amendment to the special event agreement between the City and Go Wheels Up Texas, LLC detailing the use of the funds to promote tourism in the City; and declaring an effective date.

**Meeting date:** January 7, 2020

**Department:** Finance-Heather Hurlbert, Finance Director

**Amount & Source of Funding**

**Funds Required:** \$50,000

**Account Number:** 12024290.52075

**Funds Available:** \$62,000

**Account Name:** Prior Year Funds-Sports Tourism

**Fiscal Note:**

**Prior Council Action:** [Click or tap here to enter text.](#)

**City Council Strategic Initiative:** [Please select from the dropdown menu below]

Choose an item.

Choose an item.

Choose an item.

**Comprehensive Plan Element (s):** [Please select the Plan element(s) and Goal # from dropdown menu below]

Economic Development - Choose an item.

Environment & Resource Protection - Choose an item.

Land Use - Choose an item.

Neighborhoods & Housing - Choose an item.

Parks, Public Spaces & Facilities - Choose an item.

Transportation - Choose an item.

Not Applicable

**Master Plan:** *[Please select the corresponding Master Plan from the dropdown menu below (if applicable)]*

Choose an item.

**Background Information:**

In May 2019 Go Wheels Up, LLC held the Go Wheels Up event at the San Marcos Airport. The event includes an airshow, car show, food festival and music festival. The City entered into a Special Event Agreement authorizing the promoter to use a defined portion of the San Marcos Regional Airport property to hold the festival in May of each year from 2019 to 2023. The first year of the festival was not as successful as anticipated, but the promoter anticipates that attendance will increase each year as the festival becomes more well-known and established. In 2020, Go Wheels Up, LLC will co-locate the air and music event with the May AOPA (Aircraft Owners and Pilots' Association) regional fly-in at the San Marcos Regional Airport (HYI). The first-ever AOPA event was hosted at HYI in April 2014 with a two-day attendance of 2,700. Of the 2,700 attendees, 43% traveled from 101 miles or more. In 2019, an estimated 10,000 people attended the fall AOPA event.

Go Wheels Up, LLC has asked for a \$50,000 contribution from the City to use primarily for event marketing. Staff identified Hotel/Motel funds allocated to support sports tourism as an appropriate funding source. These funds will come from unspent sports tourism from prior fiscal years and the current budgeted amount will still be available to support other events during the year.

**Council Committee, Board/Commission Action:**

Click or tap here to enter text.

**Alternatives:**

Click or tap here to enter text.

**Recommendation:**

Click or tap here to enter text.

**RESOLUTION NO. 2020- R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AUTHORIZING FUNDING IN THE AMOUNT OF \$50,000 FOR MARKETING AND PROMOTION OF THE GO WHEELS UP EVENT AT THE SAN MARCOS REGIONAL AIRPORT ORGANIZED BY GO WHEELS UP TEXAS, LLC; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AN AMENDMENT TO THE SPECIAL EVENT AGREEMENT BETWEEN THE CITY AND GO WHEELS UP TEXAS, LLC DETAILING THE USE OF THE FUNDS TO PROMOTE TOURISM IN THE CITY; AND DECLARING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:**

**PART 1.** Funding in the amount of \$50,000 for marketing and promotion of the Go Wheels Up event at the San Marcos Regional Airport organized by Go Wheels Up Texas, LLC to promote tourism and the hotel industry in the City is approved.

**PART 2.** The City Manager or his designee is authorized to execute an amendment to the Special Event Agreement executed by the City Manager on November 27, 2018 on behalf of the City to reflect the funding.

**PART 3.** This Resolution shall become effective immediately from and after its passage.

**ADOPTED** on January 7, 2020.

Jane Hughson  
Mayor

Attest:

Tammy K. Cook  
Interim City Clerk



## Legislation Text

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**File #:** Res. 2020-07R, **Version:** 1

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**AGENDA CAPTION:**

Consider approval of Resolution 2020-07R, approving the Second Extension and Restatement of Operation and Management Services Agreement for the San Marcos Regional Airport with Texas Aviation Partners, LLC for an additional five years; authorizing the City Manager or his designee to execute this renewal on behalf of the City; and declaring an effective date.

**Meeting date:** January 7, 2020

**Department:** Airport/General Services

**Amount & Source of Funding**

**Funds Required:** FY 2021 appropriation

**Account Number:** 25008355.52230

**Funds Available:** [Click or tap here to enter text.](#)

**Account Name:** Airport Management Services

**Fiscal Note:**

**Prior Council Action:** [Click or tap here to enter text.](#)

**City Council Strategic Initiative:** [Please select from the dropdown menu below]

Choose an item.

Choose an item.

Choose an item.

**Comprehensive Plan Element (s):** [Please select the Plan element(s) and Goal # from dropdown menu below]

Economic Development - Promote & Support Potential of San Marcos Regional Airport

Environment & Resource Protection - Choose an item.

Land Use - Choose an item.

Neighborhoods & Housing - Choose an item.

Parks, Public Spaces & Facilities - Choose an item.

Transportation - Choose an item.

Not Applicable

**Master Plan:** *[Please select the corresponding Master Plan from the dropdown menu below (if applicable)]*

Airport Master Plan

**Background Information:**

In 2010, the City of San Marcos entered into an agreement with Texas Aviation Partners (TAP) to professionally manage the San Marcos Regional Airport. The agreement calls for 4 five-year term extensions. The first extension option was unanimously approved by Council in 2015 and is set to expire in October 2020. Texas Aviation Partners and staff would like to exercise the option to renew the contract for the second additional 5 years.

TAP manages the airport turnkey and is responsible for leasing, marketing, facility maintenance, safety, and federal, state, and local regulatory oversight. Additionally, TAP coordinates grant requests, lobbies on behalf of the airport in DC, maintains all airfield grounds, and works directly with nearly every city department. When the original contract was written in 2010, it was written to reflect how the City and TAP thought business would be conducted and how the relationship between the City and TAP would operate. Over the past 9 years the City and TAP have worked together to implement best practices and operating procedures. The contract has been modified to reflect the most current operating policies and procedures.

The operating budget for the airport is approved annually by the City of San Marcos City Council and includes the annual appropriation for the contract with TAP. This contract includes all operating and staffing costs associated with the management and operation of the airport.

The attached packet includes information regarding contractual obligations as well as accomplishments over the past 9 years.

**Council Committee, Board/Commission Action:**

Click or tap here to enter text.

**Alternatives:**

Click or tap here to enter text.

**Recommendation:**

Approve the contract extension and modifications.

**RESOLUTION NO. 2020 R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING THE SECOND EXTENSION AND RESTATEMENT OF OPERATION AND MANAGEMENT SERVICES AGREEMENT FOR THE SAN MARCOS REGIONAL AIRPORT WITH TEXAS AVIATION PARTNERS, LLC FOR AN ADDITIONAL FIVE YEARS; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:**

**PART 1.** The attached agreement between the City of San Marcos, Texas and Texas Aviation Partners, L.L.C. (the "Agreement") is hereby approved.

**PART 2.** The City Manager or his designee is authorized to execute the Agreement on behalf of the City.

**PART 3.** This Resolution shall be in full force and effect immediately from and after its passage.

**ADOPTED** on January 7, 2020.

Jane Hughson  
Mayor

Attest:

Tammy K. Cook  
Interim City Clerk

**SECOND EXTENSION AND RESTATEMENT OF OPERATION AND  
MANAGEMENT SERVICE AGREEMENT  
FOR  
THE SAN MARCOS REGIONAL AIRPORT**

This, the Second Extension and Restatement of the Operation and Management Service Agreement for the San Marcos Regional Airport is effective this day of October 1, 2020 by and between the City of San Marcos, Texas, (the “City”), 630 East Hopkins, San Marcos, Texas 78666 and Texas Aviation Partners, LLC (the “Operator”), 1807 Airport Drive, Suite 200, San Marcos, Texas 78666, for the operation, maintenance, management and development of the San Marcos Regional Airport (the “Agreement”).

**RECITALS**

The City owns the San Marcos Airport (“Airport”), the planning, acquisition, establishment, construction, improvement equipping, maintenance, operation, regulation, protection and policing of which is a public and governmental function, exercised for a public purpose and a matter of public necessity. The City has determined that it is in the City’s best interest to contract with an independent contractor as authorized by Section 22.020, Tex. Transp. Code.

The Airport currently hosts thirteen (13) aviation businesses that provide a full range of services that include, but are not limited to, aircraft refueling, maintenance and repairs, aircraft charter and rentals, and pilot training. The Airport is home to approximately 200 based aircraft with the majority housed in approximately 50 aircraft hangars and shelters.

The City issued a Request for Proposals (“RFP”) on May 27, 2010 and received a RFP from Texas Aviation Partners, LLC. The City has selected the Operator to operate and manage the Airport, and is relying on the expertise of the Operator to provide efficient management, operation, development and maintenance of the Airport.

The City and Operator previously entered into an Operation and Management Service Agreement for the San Marcos Regional Airport on October 1, 2010. The City and Operator subsequently entered into Amendment No. 1 to the original agreement on June 19, 2012 and Amendment No. 2 with an effective date of March 1, 2014. The City and Operator exercised the first extension term on February 3, 2015.

The City and Operator wish to further amend the agreement and extend its term for an additional five (5) years until October 1, 2025 subject to the earlier termination provisions herein provided.

The City and Operator intend to operate and maintain the Airport in a first-class manner. “First-class” and “First rate” as used in this Agreement shall mean the operation and maintenance of the Airport in accordance with the Airport Operating Plan, Chapter 10 of the San Marcos Code, the airport maintenance standards established by the City, FAA Regulations and any other applicable federal, state or local standards for public airports and the aviation industry.

**NOW, THEREFORE**, in consideration of the mutual covenant contained herein, the City and Operator, do hereby contract and agree as follows:

## **ARTICLE 1 DEFINITIONS**

- 1.0.1 **Airport** means the San Marcos Airport depicted generally in a boundary map attached hereto as Exhibit A.
- 1.0.2 **Airport Master Plan** is the Plan adopted by the City that is on file with the City Manager and as amended from time to time and is incorporated by reference hereto.
- 1.0.3 **Airport Property** means all of the real property of the Airport (including without limitation, all improvements, appurtenances, buildings, facilities and fixtures) but excluding real property that is leased to third parties (during the term of any applicable lease). Airport Property shall include, without limitation, all runways, ramps, taxiways, lights, city-owned navigation or navigation aids and/or devices, markings, stripings, fences, boundaries, gates, hangars, buildings, improvements, landscaping, roadways, drainage systems, utility systems, and grounds.
- 1.0.4 **Base Year Revenues** means the Gross Revenues of the Airport for the Fiscal Year ending September 30, 2010. Base Year Revenues must increase by 4% each year (compounded) for purposes of calculating the Airport Revenue Incentive in Section 6.1.5(a)(2).
- 1.0.5 **Capital Improvements** means all permanent improvements that are \$100,000 or greater in value or have a useful life of five (5) or more years.
- 1.0.6 **City Manager** means the City Manager of the City or designee.
- 1.0.7 **Federal Aviation Administration or FAA** means the U.S. Federal Aviation Administration existing pursuant to Title 49 of the United States Code, as amended, or any successor agency thereto.
- 1.0.8 **Fiscal year** means the consecutive twelve-month period from October 1st through September 30th of the following year.
- 1.0.9 **General Administrative Costs** means those costs and expenses incurred in the general administration of the Airport. Such costs include but are not limited to accounting costs and costs of handling and processing payroll, bills, accounts receivable and accounts payable as more specifically set forth in this Agreement.

1.0.10 **Gross Revenue** means all moneys actually collected by or on behalf of the City from the operation of the Airport during each Fiscal Year, including but not limited to all rents, through-the-fence payments, fuel flowage fees, gross receipts taxes, any other fees or revenues as may be collected (including access fees, customs fees, sign lease fees, and landing fees), and any rent credits under leases approved by the City. Gross revenues shall not include:

- a. Security deposits unless and not until such deposits are applied as rental income upon termination of a lease;
- b. Grants, including, without limitation, federal and state capital grants and local government grants;
- c. Income earned from the investment of cash (provided, however, that income from the investment of funds in the Operating Account and security deposits, unless otherwise required to be paid to a tenant, shall be included as a part of Gross Revenue);
- d. Property taxes, sales taxes, excise taxes, admissions taxes, occupancy taxes, use taxes and any other taxes now or later imposed upon any property (whether real or personal) at the Airport including but not limited to property leased to third parties;
- e. Payments in the nature of indemnification or compensation for loss, damage, or liability sustained;
- f. The actual uncollectible amount of any check or bank draft received by the City or Operator as payment for rent, goods or services and returned to the City or Operator from a customer's bank as being uncollectible (commonly "non-sufficient funds" checks);
- g. The actual uncollectible amount of any rent or sale of services for which the City or Operator accepted a credit card;
- h. Amounts received from the sale or trade-in of machinery, vehicles, trade fixture or personal property used in connection with the operation of the Airport;
- i. Receipts from the sale of waste, scrap, or salvage materials resulting from the sale or disposal of Airport assets, unless specifically approved in writing by the City Manager;
- j. Revenue received from any contract, lease, license or other agreement in which TAP, its members, successors-in-interest, assigns, employees, any person who is related to a member of TAP within the first degree by consanguinity (blood) or affinity (marriage), or any business entity has any interest. For purposes of this contract, the term "Business entity" means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, or any other entity recognized by law.

1.0.11 **Minor Repairs** means those repairs not defined as Major Repairs and that are \$5,000 or less per repair or replacement needed.

1.0.12 **Major Repairs and Replacements** means those repairs and replacements to the Airport Property or equipment that significantly extends the equipment useful life

or the service life of the Airport Property and that exceed \$5,000 per repair or replacement needed.

- 1.0.13 **Marketing Costs** means any and all costs, expenses, charges or fees incurred by Operator in connection with or related to the marketing or promotion of the Airport in accordance with the Marketing Plan, including without limitation, costs of marketing personnel, advertising costs, travel costs related to Airport marketing and promotion, and costs incurred in coordinating Airport marketing and promotion efforts with the City.
- 1.0.14 **Operating Costs** means any and all costs, expenses, charges or fees actually incurred by Operator in the administration, management, operation and development of the Airport. Operating Costs include, without limitation, costs to provide Upkeep at the Airport.
- 1.0.15 **Operator** means Texas Aviation Partners, LLC which is a Texas Limited Liability Corporation presently comprised of two shareholders: Stephen Alexander and James Wimberly.
- 1.0.16 **Operator's Representative or Airport Manager** means the representative assigned by the Operator to be the primary point of contact with regard to the services provided under this Agreement. The Operator's representative will supervise the day-to-day activities at the Airport.
- 1.0.17 **Real Estate Costs** means any and all costs, expenses, charges or fees incurred by Operator in connection with the administration, management, enforcement, negotiation, or drafting of any ground leases, hangar leases, building leases, rental agreements, through-the fence-agreements, license agreements, or any other agreement between the City and any third party relating to an interest in the real property of the Airport, including, without limitation, costs of personnel to handle any such matters and the costs of billing and collecting any rents or other payments, but specifically excluding (i) any collection or enforcement costs relating to out-of-pocket costs incurred at the request of the City, which shall be paid by the City, and (ii) legal expenses incurred in connection with the above, provided such legal expenses have been approved by the City prior to Operator incurring such expenses.
- 1.0.18 **Texas Department of Transportation or TxDOT** the Texas Department of Transportation existing pursuant to the Texas Transportation Code as amended, or any successor agency.
- 1.0.19 **Through-the-Fence Agreement** means any agreement or license which allows access to or use of Airport Property or facilities by persons having an interest in property located adjacent to the Airport or adjacent to a connecting taxiway as authorized by the San Marcos Code.

1.0.20 **Upkeep** means:

- a. Keeping and preserving Airport Property in sound, safe, serviceable, and first-rate condition; and
- b. Restoring, replacing, or adding to Airport Property so that any relevant portion of the Airport is brought to and remains in sound, safe, serviceable, and first-rate condition.

**ARTICLE 2  
STANDARDS OF PERFORMANCE**

2.0.1 The performance of all services by the Operator in connection with this Agreement will be by persons appropriately licensed or registered under state, local and federal laws governing the services specified under this Agreement. The Operator represents that it is qualified to provide the services specified under this Agreement and that it possesses a high degree of skill, knowledge and expertise in the aviation business, including, but not limited to, airport management and operation, property management, and real estate development. In performing all services under this Agreement, the Operator will use the highest degree of care and skill that is exercised by Operators in the airport management and aviation industry.

2.0.2 The Operator is responsible for the performance of all management and other services provided under this Agreement regardless of whether the services are subcontracted or not; provided however that the Operator agrees and represents that it will not subcontract any of the management services. The Operator will provide copies of any subcontracts entered into for work or services at the Airport to the City not later than thirty (30) days after execution.

2.0.3 Any provisions in this Agreement pertaining to the City's review, approval and/or acceptance of written materials prepared by the Operator and/or its sub-consultants, contractors, and subcontractors in connection with this Agreement will not diminish or relieve the Operator's responsibility for the materials.

2.0.4 The Operator's team includes:

- a. Stephen Alexander; and
- b. James Wimberly.

The Operator will not substitute another representative unless approved in writing by the City in advance of such proposed substitution. The Operator will notify the City of any changes in the membership of its team within 30 days of a final decision to implement the change. In the event the City and the Operator cannot agree to the substitution of the Operator's representative or any team member, the City may terminate this agreement in accordance with Article 8.

- 2.0.5 The Operator will not operate another Airport or own, lease or operate a business that competes with the San Marcos Airport located within the “I-35 Airport Corridor.” For purposes of this Agreement the “I-35 Airport Corridor” shall be defined as: an area located within a 35 nautical mile circular radius of the San Marcos Regional Airport but also including Burnett Municipal Airport and Smithville Crawford Municipal Airport. A copy of the I-35 Airport Corridor is depicted in Exhibit B and attached hereto and incorporated herein by reference. Where a conflict exists between the description and the description in this section, the description in this Section shall control.
- 2.0.6 Operator may not own, operate, furnish services to or have any financial interest in any current or future business, lease, contract or agreement related to the Airport, Airport Property or adjacent property unless approved by the City. Further, Operator may not enter into any business transaction or contract with any business entity for services, labor or materials in which it has a financial interest in the performance of this Agreement unless approved by the City.
- 2.0.7 In addition, the Operator will not provide services or perform functions for third parties at the Airport that would normally be provided by a fixed based operator or any other party, unless the provision for such services are approved in writing in advance by the City, at its sole discretion.
- 2.0.8 The Operator shall maintain its management office on the Airport Property at a location within the Airport that is approved by the City.
- 2.0.9 The Operator will not, without the prior written consent of the City:
- a. Change the nature of the business of the Airport as currently conducted;
  - b. Enter into any contract, commitment or transaction on behalf of the City;
  - c. Utilize the assets of the Airport for any purpose other than the continued operation of the Airport;
  - d. Distribute, dispose of, transfer, convey, pledge, mortgage or encumber any of the assets of the Airport;
- 2.0.10 Unless in accordance with a plan approved by the City, Operator shall not act or fail to act in or on the Airport in a manner which is the reasonable judgment of the City:
- a. Interferes with the reasonable use of the Airport by the public;
  - b. Hinders police, firefighting or other emergency personnel in the discharge of their duties at the Airport;
  - c. Would constitute a hazardous condition;
  - d. Would constitute an illegal purpose or violate any applicable laws, rules or regulations;
  - e. Is not in accordance with this Agreement;
  - f. Degrades the value or appearance of the Airport.

## **ARTICLE 3 SCOPE OF SERVICES**

The Operator's Basic Services consist of the services described in Sections 3.0 through 3.4 and generally includes administration, operation, management, maintenance, marketing and development of the Airport as a public airport on the City's behalf, the use and benefit of the general public, all tenants, users and stakeholders of the Airport.

The Operator has inspected the Airport Property including its buildings, structures, improvements, equipment, vehicles, machinery and tools and is aware of the condition of these items and has taken this condition into account in submitting its proposal. The Operator accepts for its use in providing the services under this Agreement all of the Airport Property and equipment in its existing "as-is" condition as of the Effective Date.

### **3.0 AIRPORT ADMINISTRATION**

#### **General Administration and Management**

Operator shall:

- 3.0.1 Pursuant to and in accordance with this Agreement, manage and operate the Airport for the use and benefit of the City and the general public seven (7) days a week, twenty-four (24) hours a day, (or such other hours as may be reasonably prescribed by the City) through the term of this Agreement excluding the staffing and operation of the Airport Traffic Control Tower which is staffed and operated by an FAA contractor. However, Operator is responsible for the maintenance of the Airport Traffic Control Tower.
- 3.0.2 Manage the operations of the Airport in a safe and efficient manner and use its best efforts to maintain it in a clean, orderly, operationally safe, and first-class condition in conformity with all applicable federal, state and local laws, rules and regulations and other legal requirements including the San Marcos Code.
- 3.0.3 Provide the City with all of the management services within its expertise, ability and control which are usual, customary and customarily incident to the management, operation, maintenance and development of an airport in a safe, efficient, professional and first-class manner as well as such other services and expertise incidental to the performance of these services and those specified in this Agreement.
- 3.0.4 Perform general management and administrative duties associated with the operation, maintenance and management of the Airport, including monitoring, reporting, scheduling, purchasing, general correspondence, office administration and invoicing.

- 3.0.5 Provide and/or utilize information technology related to its operation of the Airport that is approved by the City and fully compatible with City information technology. The Operator will ensure that both the City and the Operator are licensed users of any information technology proposed for use by the Operator.
- 3.0.6 Assist the City in developing plans and initiatives to balance Airport user and community needs.
- 3.0.7 **Services for Board and other meetings.** Operator will perform the following services in connection with meetings and activities related to the management of the airport:
- a. Provide facilities and staffing for meetings of the Airport Board. Operator will ensure that the facilities for Airport Board meetings allow for attendance by members of the public.
  - b. Keep minutes of the public portion of meetings of the Airport Board and provide a copy of each set of minutes to the City Council and City Manager.
  - c. Prepare agendas for meetings of the Airport Board, City Council and other Boards and Commissions and provide them to the City Clerk in a timely manner so that notice of meetings of the Airport Board can be given in accordance with the Texas Open Meetings Act.
  - d. Ensure that an appropriate record is made of each closed meeting of the Airport Board and deliver the record to the City Clerk promptly after each such meeting.
  - e. Accept conflict of interest disclosure forms from members of the Airport Board.
  - f. Attend City meetings and conferences as requested by the City Manager or designee including but not limited to, meetings of the City Council, Zoning Commission, etc. The City will assist Operator with public posting requirements for Airport Board, City Council and other City meetings.
- 3.0.8 Confer with the City Manager or designee and attend meetings with State and local officials or other persons as requested in order to discuss matters related to the Airport.
- 3.0.9 Meet and confer with stakeholder groups located on the Airport as well as those stakeholder groups in the vicinity of whether they are on or off the Airport Property who have an interest in the management and operation of the Airport.
- 3.0.10 Provide other miscellaneous administrative services in support of the Airport as directed by the City.

### 3.1 AIRPORT OPERATION

**General Operations.** The Operator will:

- 3.1.1 Operate the Airport in a manner consistent with best practices for Airports of a similar character and perform all operational duties including controlling and monitoring operational, regulatory and safety compliance, in coordination with the City, of all regulatory agencies, all lessees and all FBOs involved in the operation of the Airport or who have regulatory jurisdiction over the Airport.
- 3.1.2 The Operator will be responsible for the following Operating Costs associated with these services:
  - a. all utilities (electric, water, natural gas, heating fuels)
  - b. communications;
  - c. gasoline and diesel fuel;
  - d. vehicle supplies and accessories;
  - e. office, duplicating and photo supplies;
  - f. medical and cleaning supplies;
  - g. clothing and uniforms and other materials and supplies;
  - h. outside services such as equipment rentals, temporary and/or part-time help, legal services fees, registrations, telephone, courier service, dues, subscriptions, postage and freight charges, advertising, printing and binding, insurance and other professional services;
  - i. airport runway sweeping; and
  - j. any and all expenses not identified in any other specific category.
- 3.1.3 Enforce all City ordinances, requirements and policies with regard to the use of the Airport and diligently monitor and take every reasonable action necessary to prevent smoking and animals (except for service dogs) on any part of the Airport accessible to the generable public.
- 3.1.4 Develop and recommend operational policies, procedures and practices to the City Manager for approval by the City Council to ensure the efficient and effective operation of the runways, taxiways, aprons, other aircraft operating areas, lighting systems, navigational systems (not maintained by the FAA), roadways and fuel storage systems, Airport minimum commercial aeronautical standards (in accordance with FAA recommended standards and related policies for the operation of flight schools, aircraft maintenance and repair facilities, charter operations, fueling and other aviation specialty commercial uses). Such policies shall be non-discriminatory and in conformity with Chapter 10 of the San Marcos City Code.
- 3.1.5 Develop and recommend to City Manager:

- a. Access and Security Plans for both airside and landside areas of the Airport including perimeter security, facilities security, parking lot security and disaster security on the Airport, exclusive however, of law enforcement responsibilities. The Operator will report breaches in security and threats of such breaches to the City Manager and the San Marcos Police Department immediately upon discovery. The Operator will conduct a review of the Airport's security with the City to identify areas of risk and measures for improving security as needed. In addition, the Operator will work with City emergency services to assist in developing and maintaining Airport emergency plans in cooperation with the City's Police and Fire Departments for all Airport related emergencies. The Operator may change the locks and/or security codes on any or all of the maintenance facilities and equipment; provided a duplicate key and/or security codes for all changed locks will be promptly provided to the City. All keys and/or security codes will be identified by tag or location.
- b. Operating Plan. As part of the City's budget process the Operator will work with appropriate City staff to identify: (i) upkeep reasonably needed at the Airport for the next fiscal year, based upon the Operator's prudent assessment and analysis, which will be used for budget policy issues, capital outlay requests and projects for the City's Capital Improvements Plan ("CIP"); (ii) projected changes in revenues or expenses which will affect the assumptions used for in the Airport budget preparation; and (iii) proposed staffing levels changes of full, part-time, and seasonal employees. The Operating Plan will be used to develop the Annual Operating Budget and City's Capital Improvements Plan ("CIP") as adopted or amended.
- c. Other Plans. Operator shall prepare such other plans or reports referenced throughout this Agreement for review and consideration of approval by the City related to the operation, maintenance or development of the Airport as may from time to time be requested by the City at no additional cost.

- 3.1.6 Coordinate regular inspections of Airport and provide maintenance services.
- 3.1.7 Coordinate with the City and individuals and other interested entities regarding special events/functions to be held at or near the Airport.
- 3.1.8 Obtain and maintain all required licenses, certificates, registrations, etc. for the Airport.
- 3.1.9 Report to the City Manager, the Airport Board and other parties as requested by the City Manager regarding Airport operating statistics, incidents and issues.

## **Budget**

- 3.1.10 The Airport operates as an Enterprise Fund of the City and budgets are prepared with the goal of maintaining a self-supporting structure of generating revenues that are sufficient to fully fund operating expenses, matching grant fund requirements, and capital improvements. During the entire term of the Agreement (including extensions), Operator will submit, per the schedule detailed in the annual budget calendar, budget information for the City's review and consideration. This information will include a schedule of projected Airport revenues for the fiscal year along with proposed budget items in excess of the annual amount budgeted for the operations contract for non-capital items including but not limited to repair, upkeep, marketing and development of the Airport for that fiscal year. The City will review the submitted budget items and will make a recommendation to City Council for items to be included in the City's Annual Budget. The City's Annual Operating Budget will be prepared according to the guidelines set forth during the Budget Policy Meeting and submitted to the City Council for approval during the City's normal budget process. The Operator will exercise diligence and employ best efforts to ensure that projections of revenue are met or exceeded. Amendments to the Annual Operating Budget will be made in accordance with City procedures only and may not be made without the City's prior approval.
- 3.1.11 The Annual Operating Budget will include recommendations for the necessary maintenance and repair of Airport Property.
- 3.1.12 For each fiscal year, per the Capital Improvements Plan ("CIP") calendar, and for the duration of the Agreement, submit CIP for the following fiscal year. This proposed CIP will include the Operator's recommendations for capital improvement projects and expenses for the upcoming fiscal year as well as a ten-year CIP projection, along with potential funding sources for such improvements, including the identification of possible federal or state grants. The Operator may suggest additional capital improvement projects, which may become necessary or desirable and the City will review these proposals and approve, reject or modify such proposals or will implement the projects contingent upon the approval of funding and financing.
- 3.1.13 Regularly review the terms of all Airport concession agreements and other contracts and recommend for the City's review and consideration proposed terms on which these agreements might be extended, amended, renewed or rebid. As circumstances arise, the Operator may make additional recommendations for the City's review and consideration regarding potential concession agreements and revenue-producing contracts involving the Airport.

## Personnel

- 3.1.14 Operator will provide a sufficient number of qualified employees to adequately staff, support, and maintain the Airport operation and facilities. The Airport Manager will not work as an Airport Manager for any other Airport. The Airport Manager normally will be on duty from 9:00 a.m. until 5:00 p.m. Monday through Friday in accordance with local, state and federal rules and regulations. When the Airport Manager or staff is not at the Airport premises, Operator and its staff shall be reasonably available. The Operator will designate a staff contact for 24-hour per day emergency services and provide the contact information to the City Manager. Operator shall use emergency procedures established in Chapter 10 of the San Marcos Code for emergencies as well as any other emergency procedures established by City.
- 3.1.15 Airport Manager. Operator shall at all times employ a person designated as the Airport Manager who shall, among his list of his or her other duties, serve as Operator's liaison with the City and who shall be Operator's representative primarily responsible for dealing with the City Manager, City Airport Commission, City Council, City employees, and any governmental entities.
- a. The Airport Manager shall supervise Airport activity and assure the availability and continuity of public services at the Airport. The Airport Manager shall provide direction and support to all airport lessees and tenants on a fair and reasonable basis.
  - b. The Airport Manager shall meet and communicate with the City Manager on a regular basis. The Airport Manager or his designee shall attend the regularly scheduled meetings of the City Council (when airport issues will be discussed at the meeting) and City Airport Board as may be requested by the City. The Airport Manager shall inform the City Manager of all emergencies and the occurrence of any unforeseen circumstances relating to the Airport which an independent operator would be expected to report to an owner under customary and prudent business practices.
  - c. The City Manager shall have the right to approve the Airport Manager designated by Operator. If the Airport Manager's performance is unsatisfactory to the City Manager, City Manager will notify the Airport Manager in writing. If the Airport Manager has not cured the unsatisfactory performance as set for in the notice promptly following such notice, the Airport Operator shall remove the Airport Manager and appoint a replacement satisfactory to the City within 45 days.
- 3.1.16 Other Personnel. Operator shall employ an Airport staff comprised of qualified persons who shall perform their duties at the Airport in accordance with this Agreement. Sufficient staff shall be available and present to carry out Operator's obligations under this Agreement. Operator may employ, on a full, part-time or

seasonal basis, such other additional personnel as may be reasonably necessary to carry out its obligations hereunder; provided, however, that in the event the costs of such additional personnel has not been provided in the applicable Annual Operating Budget, employment of such additional personnel is subject to the limitation that expenditures for this category in excess of the amount shown in the Annual Operating Budget shall not be reimbursable to Operator. Operator shall set policies commensurate with the objectives of the City (and use best efforts to enforce such policies) regarding the conduct, demeanor, and appearance of its employees (including policies which prohibit such employees or agents of the Operator from soliciting or conducting business in a loud, noisy, boisterous, offensive, or objectionable manner), who shall be trained and possess the qualifications as may be required by all governmental authorities in carrying out assigned duties. Operator shall perform background checks or require background checks to be performed on all personnel assigned to the Airport by the Operator, and the City shall have the right to review such background checks.

3.1.17 Supervise and manage its employees. The Operator will:

- a. Be solely responsible for the performance of its employees. In addition, the Operator will ensure that its employees provide airport customers with the highest level of courtesy, efficiency, operational performance and responsiveness.
- b. Provide adequate training for its personnel in areas of operation, maintenance, safety, supervisory skills, energy management, etc.
- c. Be responsible for all costs associated with its employees including, but not limited to, salaries, wages, overtime, pay differential, longevity, unemployment compensation, holiday pay, meal allowance, education assistance, hospital, medical, dental plans, life insurance, retirement contributions, sick leave and other costs directly attributable to the Operator's employees. In addition, the Operator will be fully responsible for processing payroll for its employees.

**Financial Services.** The Operator will:

- 3.1.18 Promptly collect all funds due in connection with the management and operation of the Airport (including but not limited to, lease payments, through the fence agreement payments, tie down fees, license fees, concession fees, access fees, landing fees, customs fees, signage fees, gross receipts taxes, and fuel flowage fees) and deposit into the Operating Account, and remit on a monthly basis by the 25th of the month, all such funds with the Finance Department during regular business hours. Each remittance should provide an accurate and true accounting of all revenue codes related to the collection of funds.

Operator shall maintain a joint operating account ("Operating Account") with this City. The purpose of this account is to deposit all funds collected by Operator prior

to remittance to the City. Operator may apply to the City Manager or designee for a payment in excess of the monthly contract payment when the Operator receives an invoice for an annual or bulk payment that exceeds the monthly amount (including the payment for the month in which the Operator applies for the advance payment). Operator shall submit the invoice for consideration together with such other documentation or information as City may reasonably require, to determine the necessity and appropriateness of the advance payment.

- 3.1.19 In coordination with the City:
- a. Maintain proper accounting of Airport assets;
  - b. Perform general accounting services;
  - c. Assist the City in establishing rates (including lease rates), fees and charges for Airport airfield and facilities use in an effort to maintain financial self-sufficiency; and
  - d. Ensure that Airport financial records and supporting documentation are properly maintained and available for review by the City and its auditors at its request.
- 3.1.20 Prepare and submit written financial reports, financial plans and supporting statistical data to the City Manager as well as any other reports on an “as requested” basis.
- 3.1.21 Prepare and submit as needed an annual financial reconciliation of the contract revenues at the end of each Fiscal Year.
- 3.1.22 Accounting and Financial Controls and Policies. Operator shall comply with any accounting, purchasing and financial controls or policies approved by the City for the management of all Airport funds.
- 3.1.23 Invoices. Operator shall bill, on behalf of the City, for all monies due to the City in connection with the Airport, including but not limited to monies due pursuant to leases, through-the-fence agreements, contracts, fueling, and any arrangements with other persons conducting operations at the Airport.
- 3.1.24 Delinquent Accounts. In the event any money due and owing to the City is not paid within sixty (60) days following the date on which the same is due, Operator shall notify the City of such delinquency. Operator shall thereafter, at the City’s request, use its reasonable efforts to collect the delinquency in accordance with law; provided however, that Operator shall use the collection firm under contract with the City. Operator shall not be authorized to institute a delinquency lawsuit but shall submit its recommendation to institute such proceedings to the City Manager.
- 3.1.25 Maintenance of Accounts. Operator shall keep and maintain all records and accounts in accordance with generally accepted accounting principles, consistently applied. The Operator shall prepare all periodic and annual reports, make all

information submittals and provide notices to all governmental bodies required by all governmental approvals and under applicable law. The Operator shall maintain at the facilities and make available to the City upon request for review, accurate, complete and current financial books, records and accounts.

- 3.1.26 Monitoring of Performance: The Operator agrees to allow the City, either directly or through a subcontractor, to inspect, at City's request, and with fourteen (14) days advance notice to the Operator, all pertinent records, files, information or other written material maintained by the Operator or its subcontractors and related to the subject matter of this contract. Any failure by the Operator to provide such records as requested by the City in a timely manner may be deemed by the City to be in breach of this contract. Notwithstanding the foregoing requirements of this Section, the City acknowledges that the Operator may redact or withhold such information that is deemed confidential by law unless any such confidentiality laws permit disclosure to the City and such records are pertinent to the City's evaluation of the performance of the Operator under this contract.

### **Leases/Agreements**

- 3.1.27 Operator shall solicit and negotiate leases and other agreements for existing Airport facilities (including all ground leases, hangar leases, building leases and through-the-fence agreements) for all leasable areas of the Airport (including all renewals, expansions, relocations and extensions thereof collectively referred to as "Lease(s)") and to cause the Airport to be properly occupied with aviation related tenants and tenants which support aviation activities.
- 3.1.28 Develop with City staff and recommend to City Manager minimum standards for the physical appearance and operating condition of third-party premises in accordance with the terms and provisions of ground leases and airport use agreements. In addition, the Operator will enforce compliance with physical appearance, operating and environmental standards by all Airport tenants, permit holders, lessees, and licensees (including EPA and TCEQ regulations). The Operator will provide the City with prompt notification of third-party premises, facilities, and infrastructure to ensure proper maintenance (e.g., crack sealing, hole patching and seal coating).
- 3.1.29 Develop and recommend to the City Manager specific plans and programs to fully develop (and increase revenues from) Airport facilities and properties through leases or other agreements.
- 3.1.30 Operator shall prepare and keep current a rent roll for each property at the Airport which is subject to a Lease showing with respect to each Lease the name of each tenant, the business status of each tenant (e.g. individual, corporation, limited partnership, etc.) the space occupied, the rent payable, the date rent is paid through, the commencement date, the amount of security deposit held, renewal options, and any other information reasonably requested by the City related to the same.

- 3.1.31 With regard to leasing of Airport Property the Operator shall also:
- a. Diligently investigate and develop all inquiries and offers to lease space in the Airport;
  - b. Comply with all federal, state, and local laws, regulations and rules and orders governing or applicable to the leasing of Airport Property;
  - c. Submit leases to City for approval;
  - d. Solicit and develop offers to prospective tenants with approval from City;
  - e. Perform other leasing activities upon City's request.

## **3.2 FACILITY AND EQUIPMENT MAINTENANCE**

### **Facility Maintenance**

The Operator will:

- 3.2.1 Make regular inspections of the Airport grounds, facilities and premises to determine the need for maintenance and repairs, to ensure that safe and acceptable conditions exist at all times, and notify the City of the need for any major repairs or maintenance. The Operator will perform all maintenance and minor repairs in a timely and workmanlike manner.
- 3.2.2 Maintain City owned or leased Airport property (buildings, land and improvements) where the City is responsible for maintenance, in accordance with the City of San Marcos Code of Ordinances, Chapter 10, Aviation, and ensure that all such property is in good order. In addition, the Operator will maintain all airport buildings under the control of the Operator in a neat, clean condition and perform all custodial functions such as cleaning windows on a regular basis, constant maintenance of restroom facilities so that they are safe and pleasant to use and provide a safe, structurally sound, welcoming and professional atmosphere. The Operator will respond to complaints regarding the maintenance and appearance of the Airport immediately.
- 3.2.3 Maintain all non-agriculture property in a neat and commercial type appearance appropriate to an Airport of this character. The Operator will mow and trim turf extending out 30 feet from all paved surfaces to a maximum of 2-3 inches:
  - a. Twice a month from March through October;
  - b. Once a once a month from November through February; and
  - c. 20 cycles per year for runways, taxiways, entrance roads and grounds.
- 3.2.4 Inspect runways, taxiways, ramp areas, and all lighting (including runway), signage, and navigational aids on a daily basis and make repairs immediately or report as "out of service" and repair or replace as soon as practical thereafter. In

addition, the Operator agrees to maintain and operate all FAA required obstruction, taxiway, runway, and approach path lights.

- 3.2.5 The Operator will provide the City with a list of any recommended capital improvements the Operator believes are necessary at the Airport in the proposed CIP. However, the Operator is not relieved of its responsibility to perform minor repairs up to the capabilities of the existing facilities if the recommendations are not implemented by the City. In addition, the Operator may provide recommendations for capital improvement projects in accordance with Subsection 3.1.11.

### **Maintenance and Repair Services.**

- 3.2.6 Operator shall maintain and repair (structurally and otherwise) in a good, workmanlike manner and to the City's satisfaction all:
- a. Runway, taxiway, and aircraft parking/holding area lights, markings, signage, and striping;
  - b. Navigation aids and aeronautic communications which are not maintained by the Federal Aviation Administration (hereinafter "FAA ");
  - c. Vehicles, equipment, machinery and tools used by the Operator in connection with the Airport; and all Airport grounds (including, without limitation, fences, grass cutting and maintenance of trees, shrubs and other landscaping where and when necessary and in accordance with the landscaping requirements of the City).
  - d. Pavement maintenance in accordance with the pavement maintenance management program for any pavement at the airport which has been constructed, reconstructed, or repaired, with federal assistance
  - e. Security related equipment, tools, fences, etc.;
  - f. Aircraft parking areas;
  - g. Landscaping and fencing of the Airport property, including grass mowing;
  - h. Any other items on the Airport requiring maintenance or repair during any given fiscal year;
  - i. Provide all supplies and materials for facility and equipment maintenance.
- 3.2.7 Use its best efforts to remove or cause to be removed snow and ice from all Airport Property runways, taxiways, ramps, access roads, sidewalks, walkways, and other common areas, and apply such melting and/or friction agents as may be required and/or appropriate;
- 3.2.8 On a regular basis, visually check for and clean and remove all foreign objects from all Airport runways, taxiways, ramps and other airfield operating areas; and
- 3.2.9 Operate and maintain Airport Property's mechanical, plumbing, sprinkler, power, heating, steam, electrical, fuel, boiler, water, toilet, burglar alarm, communications

(other than those communications controlled by the FAA), gas, and other systems necessary and appropriate for the efficient operation of the Airport.

### **Equipment Use and Maintenance**

- 3.2.10 Maintain on all Airport facility equipment and vehicles in accordance with manufacturers' recommended maintenance schedules and manuals and prudent industry practices. For all equipment and vehicles other than those maintained by the City pursuant to section 5.0.14, the Operator will provide the City with full documentation that maintenance is being performed, at intervals and in sufficient detail as may be determined by the City.
- 3.2.11 City will provide equipment to Operator for its use in the operation and maintenance of the airport. Any equipment replacement must be budgeted and paid for by Operator.

### **Equipment and Facility Maintenance Costs**

- 3.2.12 The Operator will be responsible for the following costs associated with maintenance of equipment and facilities:
- a. Office equipment (including office computers and printers);
  - b. Safety equipment,
  - c. Tools,
  - d. Communication and media equipment.
  - e. Maintenance equipment and supplies,
  - f. Mechanical and manually operated equipment,
  - g. Repair parts,
  - h. Outside maintenance services,
  - i. Oil, grease, and fuel; and
  - j. All equipment on equipment inventory list;
  - k. TAP shall pay City for vehicle and fleet maintenance services performed by the City within 30 days of receipt of any invoice.

### **Equipment Warranties**

- 3.2.13 Operator will be responsible for filing timely claims on and pursuing city's rights under all manufacturer's warranties or guarantees on city-owned equipment in its possession or use under this Agreement.

## **3.3 REGULATORY AGENCY INTERFACE**

The Operator will:

- 3.3.1 Be fully responsible for and will comply with all applicable laws and regulations regarding the operation, maintenance and management of the Airport, including reporting requirements. The Operator will implement and maintain a process control system, which furnishes complete and accurate records, and is capable of readily providing reports showing historical data and trends. Except to the extent excused by uncontrollable circumstances, the Operator will comply with all contract standards continuously. If the Operator fails to comply with any of the contract standards, it will at its own cost and expense:
  - a. Promptly notify the City of such non-compliance within eight hours of the discovery that a non-compliant condition exists;
  - b. Promptly provide the City with any notice received from any government regulatory body within 12 hours of its receipt of the notice;
  - c. Pay any related damages or fines and hold harmless, indemnify and defend the City and its officers, agents and employees from all related liabilities and damages in accordance;
  - d. Pay any costs related to public notification required by the non-compliance; and
  - e. Take all action necessary to restore compliance with the contract standards and prevent a recurrence of non-compliance.
- 3.3.2 Supervise compliance with FAA, TCEQ and TxDOT regulations and perform all needed regulatory interface including assisting City with obtaining, modifying or renewing permits, and reporting, notifying, inspections and related activities as required by Federal, State or Local agencies having jurisdiction over the Airport.
- 3.3.3 Cooperate with and assist the City in dealing with all Federal, State and local agencies in matters related to the operation and management of the Airport. In addition, the Operator will prepare and submit financial and other reports to the appropriate entities as related to Federal and State grants and obligations.
- 3.3.4 Operator agrees to conform to existing grant agreements between City and FAA, including related FAA assurances.

#### **3.4 AIRPORT DEVELOPMENT AND MARKETING PLAN**

The Operator will:

- 3.4.1 Actively market the Airport to potential users, including aircraft owners and operators, as well as operators of support services. In addition, the Operator will actively promote high quality development of the Airport, including commercial operations for lawful purposes, provided such uses comply with all applicable laws, regulations, ordinance and rules. The Operator will use its best efforts to promote such development with the twin goals of optimizing the Airport's financial

performance, to maintain self-sustaining operations and promote economic development of the Airport. All costs associated with the marketing of the Airport as stipulated in this subsection will be borne by the Operator.

3.4.2 Periodically prepare and keep current a comprehensive information brochure regarding the Airport, subject to review and approval by the City, and make sufficient copies available for all reasonable public information purposes. The Operator will also conduct educational tours of the Airport for the public as reasonably requested by the City.

3.4.3 Additional Marketing Services. Operator will update the Marketing Plan for the Airport on a regular basis. The existing Marketing Plan is found in the current Airport Business Development Plan and Airport Master Plan. The Comprehensive Marketing Plan shall:

- a. Define the goals and objectives of the City for the Airport;
- b. Assess the Airport's strengths, weaknesses, opportunities, threats (SWOT analysis);
- c. Assess Airport resources;
- d. Identify the Airport's target audience, and identify and develop the message and marketing actions required;
- e. Identify marketing tools to deliver the message;
- f. Identify the resources needed to support the creation and implementation of the plan;
- g. Develop methods to measure the success of the Marketing Plan.

3.4.4 In maintaining the Marketing Plan and selecting the marketing tools the Operator shall take into account the funds available within the Approved Operating Budget and City's preferences and consult with the City during the process to obtain City input.

3.4.5 The cost for the additional marketing services may be appropriated as an addition to the Management Contract and shall be processed pursuant to City's change in services process or may be appropriated as separate funding in the Airport Operating Budget.

#### **ARTICLE 4**

**[THIS SECTION INTENTIONALLY LEFT BLANK]**

#### **ARTICLE 5**

#### **CITY RIGHTS AND RESPONSIBILITIES**

The City will:

- 5.0.1 Provide full information to the Operator regarding the City's requirements for the Operator's services under this Agreement. The City will furnish the Operator with copies of data and information needed by the Operator at the Operator's request in the City's possession.
- 5.0.2 The City Manager or designee is the City's point of contact for all communications and the City's authorized representative to act on the City's behalf with respect to this Agreement. The City will examine the documents and information submitted by the Operator and promptly render responses to the Operator on issues requiring a decision by the City.
- 5.0.3 Appropriate and make available funding sufficient to cover the operating expenses authorized in the Approved Operating Budget.
- 5.0.4 Retain control of the Airport, including the responsibility for developing and maintaining policy guidance for the Airport.
- 5.0.5 Retain authority for review and approval of the capital improvements recommended by the Operator, including location, size, design, and nature of use. The City is responsible for any capital improvements management, where City, State, or federal funds will be expended.
- 5.0.6 In its sole discretion, set rates and schedules, including but not limited to gross receipts, lease rates, fuel flowage, and any future rates currently not assessed as may be recommended by the Operator.
- 5.0.7 Retain all authority to arrange for the issuance of indebtedness payable from the revenues of the Airport.
- 5.0.8 Have the exclusive authority to initiate, review and approve the exercise of all powers of eminent domain regarding the Airport.
- 5.0.9 Provide access to and make all necessary provisions for the Operator to enter public and private property as reasonably required for the Operator to perform its services under this Agreement.
- 5.0.10 Bear all other costs incidental to this Article.
- 5.0.11 Be responsible for major repairs and maintenance. In the event of damage by fire or other casualty, the City will either repair or replace building(s) or remove the damage and restore building(s) to original condition at the sole option of the City.

- 5.0.12 Provide rent-free office space as reasonably determined by the City and subject to space availability.
- 5.0.13 City will provide vehicle and fleet maintenance services provided that TAP pays for the services at the City's recovery rate for these services.

## **ARTICLE 6 COMPENSATION TO THE OPERATOR**

- 6.1.1 The City will pay the Operator an amount specified per the annual contracted amount plus any amount appropriated for a specific purpose in the Annual Operating Budget. The annual contracted amount will increase by 2% annually with the base contract amount totaling \$469,850 in Fiscal Year 2020. No expenditure for any one line item or accounting category which is in excess of the amount shown in the Approved Operating Budget ("Excess Operating Costs") shall be paid or reimbursed to Operator, except expenditures that have been approved in writing by the City prior to the expenditure. Except in the event of an emergency (where immediate action is deemed necessary to protect the safety of the general public or protect physical assets of the Airport), any Operating Costs in excess of the Approved Operating Budget which have not been approved by the City prior to incurring such Costs shall be paid for by the Operator.
- 6.1.2 Incentive Compensation. Operator shall have the ability to earn incentive compensation annually based upon Financial Performance for each fiscal year provided however, that in no circumstance shall Operator earn any incentive compensation (either Profit Incentive or Revenue Incentive) from any contract, lease, license, or other agreement in which TAP, its members, successors-in-interest, assigns, employees, any person who is related to a member of TAP within the first degree by consanguinity (blood) or affinity (marriage), or any business entity has any interest. For the purposes of this contract, the term "Business entity" means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, or any other entity recognized by law. The purpose of the incentive compensation is to encourage the creative and aggressive marketing and promotion of the Airport with the goal of maintaining the Airport as a self-sustaining operation.
- 6.1.3 Disincentive. The City's issuance of two or more documented written notices of default that the Operator fails to satisfactorily correct according to Articles 8 or 10 during any contract year shall result in a financial disincentive in the amount of 10% reduction of the incentive compensation for the year in which the uncured default occurs. The City's right to impose the disincentive shall neither limit its other remedies or rights under this Agreement nor its right to terminate as provided herein.

6.1.4 Base Year Revenue related to Airport Leases has been calculated based under the current contractual leases currently negotiated at the City of San Marcos and is comprised of T-hangar rents, shelter rents, agricultural land leases, storage area rents, private hangar land rents and commercial and non-commercial facility rents. Base Year Revenue is based off of 2010 actual Gross Revenues of \$195,367.70 adjusted by 4% annually

a. For each Fiscal Year this Agreement remains in effect, the Operator will be eligible to receive two types of incentives as follows:

1. Profit Incentive

- i. The Gross Revenues of the Airport as defined in Section 1 herein shall be calculated annually at the end of each Fiscal Year.
- ii. For any Fiscal Year in which actual Airport Gross Revenues exceed the sum of actual Airport Operating Expenses established in the Approved Operating Budget, the city’s expenditures for capital improvements at the Airport, the city’s matching funds for any state or federal grants, and any Revenue Incentive paid for that Fiscal Year, the Operator will receive an Airport Profit Incentive equal to twenty five percent (25%) of the excess of revenues.

2. Revenue Incentive

- i. For each Fiscal Year of the contract in which actual Airport Gross Revenues exceed Base Year Revenues for that Fiscal Year, Operator shall be eligible to receive an “Airport Revenue Incentive” calculated annually at the end of each Fiscal Year equal to 25% of the excess of Fiscal Year actual revenues for the contract year over Base Year Revenues. A hypothetical example of how to calculate the Revenue Incentive is used for illustrative purposes only:

<b>Fiscal Year</b>	<b>Base Revenue Adjusted by 4% Annually</b>
FY 20	\$289,191.92
FY 21	\$300,759.60
FY 22	\$312,789.98
FY 23	\$325,301.58
FY 24	\$338,313.64
FY 25	\$351,846.19

- ii. The total of all compensation (including but not limited to the Airport Revenue Incentive) shall never exceed the fair and reasonable value of the services, or impair the City’s ability to issue bonded indebtedness for the Airport under FAA regulations. In such event, the Operator’s compensation shall be reduced to comply with FAA regulations.

- iii. The City will calculate the incentive payment on or before December 31st of the Fiscal Year following the Fiscal Year in which the incentive was earned and will pay the Operator the incentive payment, if any, on or before January 5th.

## **ARTICLE 7 OPERATOR'S RECORDS AND DOCUMENTS**

- 7.0.1 The Operator will keep all of its expense records in a recognized accounting format acceptable to the City and these records will be kept at the Airport and be made available to the City or its auditors upon request during regular business hours 9-5 Monday – Friday.
- 7.0.2 Access to Records; Audit. The City, its auditors, federal auditors, and state agencies that have monitoring or auditing responsibilities for this Agreement will have access to any books, documents, papers, and records of the Operator which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, copying and transcriptions. The City shall have the right to audit Operator's operations at the Airport.
- 7.0.3 Correction. Should weaknesses in internal control or errors in record keeping be discovered, Operator shall promptly correct such discrepancies upon discovery, or within a reasonable time after discovery (which shall not exceed thirty (30) days from discovery). Operator shall inform the City in writing of the action taken to correct any audit discrepancies.
- 7.0.4 Time for Audits. Audits conducted by the City will be performed at times as determined by the City in its sole discretion without specific cause. All such inspections and audits shall be conducted during normal business hours.
- 7.0.5 Overcharges and Deficiencies. If any audit discloses an overcharge of any of Operator's fees or expenses in excess of five percent (5%) for the period covered by the audit, then the expense of such audit shall be a non-reimbursable expense of the Operation which the Operator shall pay to the City immediately upon City's demand. In addition, if any such audit discloses a deficiency in the amount of funds which should have been turned over by Operator to the city during the period covered by such audit, Operator shall immediately deliver such deficiency together with interest at the rate of six percent (6%) (such interest to accrue from the time the said deficiency amount should have been turned over), to the City. If Operator does not pay to the City any such overcharge or deficiency, together with all interest accrued thereon, or the cost of an audit required to be paid by Operator within (3) days after demand is made therefor by the City, such failure shall be a default under the terms of this Agreement entitling the City, at its election, to terminate this Agreement pursuant to Article 8.

- 7.0.6 The Operator will furnish to the City at such time and in such form as the City may require, financial statements including audited financial statements, records, reports, data and information, as the City may request pertaining to the matters covered by this Agreement.
- 7.0.7 All reports, plans, papers, data, studies, materials and any documents and records or any other work product of any kind whatsoever which has been collected or developed by Operator pursuant to this Agreement, including without limitation, all such documents and records created or stored electronically, shall be the property of the City. Operator shall keep such records available for inspection by City and all such records shall be kept and maintained in accordance with the City's records retention policy. In the event of termination or expiration of this Agreement, all finished and unfinished reports, plans, papers, data, studies, materials, and any other documents or records collected, assembled, or prepared by or for Operator pursuant to this Agreement shall be the property of the City and Operator shall promptly deliver such items in Operator's possession or control to the City; provided, however, Operator shall be entitled to retain copies of its internal work product solely for the purpose of and to the extent necessary to support its internal business records. Intellectual property developed pursuant to this Agreement shall be the property of the City. For purposes of this Agreement, "intellectual property" refers to property (such as patents, trademarks, designs and copyrights) which is the product of invention or creativity and does not exist in a tangible, physical form.
- 7.0.8 The Operator will retain all of its records and supporting documentation relating to this Agreement, and not delivered to the City, for a period of three years except in the event that the Operator goes out of business during that period, it will turn over, to the City, all of its records relating to the Project for retention by the City.

## **ARTICLE 8 TERM; TERMINATION OF AGREEMENT**

- 8.0.1 The extension term of this Agreement begins on the Effective Date established in the first paragraph of the Agreement and will continue through September 30, 2025 unless this Agreement is terminated under Articles 8 or 10.
- 8.0.2 The Agreement may be extended for 2 additional five-year terms under the same terms and conditions. This option, if exercised, is to be executed as a contract renewal, to be issued no sooner than three hundred and sixty-five (365) days prior to expiration of each term of the Agreement, nor later than six (6) months before the final day of the Agreement period. This option to extend requires the mutual agreement of both parties. Refusal by either party to exercise this option to extend will cause the Agreement to expire on the original or mutually agreed upon date. The total period of the Agreement, including all extensions as a result of exercising this option will not exceed a maximum combined term of twenty-five (25) years.

- 8.0.3 Termination. This Agreement may be terminated upon 180 calendar days with prior written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 8.0.4 Either party may terminate this Agreement for convenience without cause and without recourse upon at least three hundred sixty (360) calendar days prior written notice to the non-terminating party.
- 8.0.5 In the event of termination as provided in this Article 8 or Article 10, the City will compensate the Operator for all services performed up to the termination date, which are deemed by the City to be in accordance with this Agreement. The City will pay this amount upon the Operator's delivering to the City all information and materials developed or accumulated by the Operator in performing all services described in this Agreement, whether completed or in progress. The expense of reproduction of these items will be borne by the City.
- 8.0.6 Upon termination for convenience by either party under Section 8.0.4, all rights, powers and privileges of the Operator will cease, and the Operator will immediately vacate any and all space occupied by him under this Agreement, and neither party will make a claim of any kind whatsoever against the other, its agents or representatives, by reason of such termination, or any act incident thereto. The Operator will deliver to the City all information and materials developed or accumulated by the Operator in performing all services described in this Agreement whether completed or in progress.

## **ARTICLE 9 INDEMNITY; INSURANCE; BONDS**

- 9.0.1 The Operator agrees to and will indemnify, hold harmless and defend the City and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action, suits and regulatory actions of any kind or character arising out of or in connection with the Operator's performance, acts, omissions, or failure to act under this Agreement. This will include, but not be limited to, the amounts of judgments, penalties, investigations, settlements, fines, forfeitures, interest, court costs, reasonable legal fees and expert witness fees, and all other expenses incurred by the City arising in favor of any party, including the amounts of any damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to property alleged or actual infringement of patents, copyrights, and trademarks and without limitation by enumeration, all other claims, demands, or causes of action of every character occurring, resulting, or arising from or related to the Operator's activities or performance under this Agreement. This obligation extends to contamination of or adverse effects on the environment after the Effective Date of this Agreement, and any violation or alleged**

violation of applicable law. This obligation by Operator will not be limited because of the specification of any particular insurance coverage in this Agreement.

**9.0.2** To the extent permitted by law, the City agrees to and will indemnify, hold harmless and defend Operator its officers and employees from any and all lawsuits, claims, demands and causes of action, suits and regulatory actions of any kind or character arising out of or in connection with the City's performance, acts, omissions, or failure to act under this Agreement. This will include, but not be limited to, the amounts of judgments, penalties, investigations, settlements, fines, forfeitures, interest, court costs, reasonable legal fees and expert witness fees, and all other expenses incurred by the Operator arising in favor of any party, including the amounts of any damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to property alleged or actual infringement of patents, copyrights, and trademarks and without limitation by enumeration, all other claims, demands, or causes of action of every character occurring, resulting, or arising from or related to the City's activities or performance under this Agreement. This obligation extends to contamination of or adverse effects on the environment after the Effective Date of this Agreement, and any violation or alleged violation of applicable law.

**9.0.3** The parties agree that the indemnity provided in Section 9.0.2 is provided by the City without waiving any immunity to which it may be entitled. The parties further agree that any and all indemnity provided for herein is subject to and shall not exceed the monetary limitations of damages as set forth in the Texas Tort Claims Act.

**9.0.4** The Operator will procure and maintain at Operator's expense insurance with insurance companies authorized to do business in the State of Texas, covering all operations under this Agreement, whether performed by Operator or Operator's agents, subcontractors or employees. Before commencing the work and for the duration of this Agreement, the Operator will furnish to the City a certificate or certificates in form satisfactory to the City, showing that Operator has complied with this paragraph. All certificates will provide that the policy will not be changed or canceled until at least thirty (30) calendar days written notice has been given to the City. Commercial general liability, airport premise, hangar keepers liability, non-owned aircraft and motor vehicle insurance will be written with the City of San Marcos, Texas as an additional insured and will be endorsed to provide a waiver of the carrier's right of subrogation against the City. The kinds and amounts of insurance required are as follows:

- a. Workers' Compensation Insurance: In accordance with the provisions of the Workers' Compensation Act of the State of Texas.
- b. Employer's liability insurance: with a limit of at least \$500,000;

- c. Commercial general liability insurance: including contractual liability, completed operations and independent operator's liability, with a combined single limit of at least \$1,000,000 for each occurrence;
- d. Motor vehicle liability insurance: including owned, hired, leased and non-owned vehicles, with a combined single limit of at least \$1,000,000 per occurrence.
- e. Errors and omissions: \$1,000,000 per occurrence.
- f. Airport Premises: \$1,000,000 for each occurrence; including damage from fire.
- g. Hanger Keepers' Liability: \$1,000,000 per occurrence. Limit per aircraft \$1,000,000
- h. Non-Owned Aircraft coverage: \$1,000,000 per occurrence
- i. Employee Dishonesty Insurance: \$300,000 limit. The policy must be endorsed to list the City as sole loss payee.

9.0.5 The stated limits of insurance required by this Paragraph are **minimums only** – they do not limit the Operator's indemnity obligation, and it will be the Operator's responsibility to determine what limits are adequate. These limits may be basic policy limits or any combination of basic limits and umbrella limits. The City may review the insurance coverages and limits annually and make adjustments thereto as determined by the City. The City's acceptance of Certificates of Insurance that do not comply with these requirements in any respect does not release the Operator from compliance with these requirements.

## ARTICLE 10 DEFAULT

- 10.0.1 The Operator will be deemed in default of the Agreement upon the occurrence of any of the following "Events of Default":
- a. Default in Covenants. The Operator is in default in the performance of any term, covenant, or agreement contained in this Agreement and any such default continues un-remedied by Operator for thirty (30) days after either (a) it becomes known to the Operator or (b) written notice has been given to the Operator by the City.
  - b. Voluntary Insolvency: If the Operator becomes insolvent or ceases to pay its debts as they mature or voluntarily files a petition seeking reorganization of, or the appointment of any receiver, trustee, or liquidation for it or a substantial portion of its assets, or effects a plan or other arrangement with creditors, or is adjudicated bankrupt, or makes a voluntary assignment for the benefit of its creditors.
  - c. Involuntary Insolvency. If an involuntary petition is filed against the Operator under any bankruptcy, insolvency, or similar law or seeks the reorganization of or the appointment of any receiver, trustee, or liquidator for the Operator, or of

a substantial part of the property of the Borrower, and such petition is not dismissed, or such writ or warrant of attachment or similar process is released or bonded within ninety (90) days after filing or levy.

- d. Assignment for the Benefit of Creditors. The making of an assignment for the benefit of creditors;
- e. Appointment of a receiver or trustee for all or substantially all of the assets of Operator.

10.0.2 The occurrence of any of the following shall constitute a “Termination Default” by the Operator:

- a. The failure of Operator to perform any of its obligations under this Agreement;
- b. An act or omission of the Operator that causes or contributes to any lapse, cancelation, denial of coverage, or any other prejudice to the applicability of any insurance required under this Agreement;
- c. The operation and maintenance of or failure to operate and maintain the Airport in a manner that creates or results in a serious and immediate threat to the health welfare of the public;
- d. An act or omission by the Operator its officers, employees, or agents which results in a conviction of a felony under applicable law or which was committed in the performance of or relates to the obligation of responsibilities of the Operator under this Agreement.

10.0.3 Remedies

- a. In the event of a Termination Default under 10.1 and 10.2 (c) or (d) the City shall have the right, upon written notice to the Operator outlining the specific circumstances of the event of Termination Default to immediately enter upon the Airport Property and suspend or terminate this Agreement and assume responsibility for the maintenance and operation of the Airport;
- b. In the event of a Termination Default by Operation under 10.2(a) or (b), the City shall give written notice of such default to the Operator specifying the reasons therefore. In such event, the Operation shall have thirty (30) days from the date of such notice to cure the default. If the Operator fails to cure such default to the satisfaction of the City, the City may terminate this Agreement upon written notice of termination.
- c. The remedies specified in this Article 10.2 shall be in addition to and not in limitation or in lieu of all other remedies available to the City in Article 8, available at law or in equity.

**ARTICLE 11**  
**MISCELLANEOUS PROVISIONS**

- 11.0.1 This Agreement is governed by and will be construed under the laws of the State of Texas. Exclusive venue for any dispute arising under this Agreement is in Hays County, Texas.
- 11.0.2 As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations will commence to run and any alleged cause of action will be deemed to have accrued when the party commencing the cause of action knew or should have known of the existence of the subject act(s) or failure(s) to act.
- 11.0.3 The Operator will not use funds received by it directly or indirectly under the terms of this Agreement for any partisan political activity or to further the election or defeat of any candidate for public office.
- 11.0.4 The Operator hereby affirms that Operator and Operator's firm have not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of his/her immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide consulting services to the City within the two years preceding the execution of this Agreement. A campaign contribution, as defined by the Texas Election Code or the San Marcos City Code is not considered a valuable gift for the purposes of this Agreement.
- 11.0.5 In performing all services required under this Agreement, the Operator will not discriminate against any person on the basis of race, color, religion, sex, national origin, age, disability or ancestry or in any way be subjected to discrimination in the use of Airport facilities. The Operator will furnish services on a fair, equal and non-discriminatory basis to all Airport users. A breach of this covenant by the Operator will be regarded as a default of the Agreement.
- 11.0.6 The Operator agrees not to engage in employment practices which have the purpose or effect of discriminating against employees because of race, color, sex, religion, national origin, age, disability or ancestry. A breach of this covenant by the Operator will be regarded as a default of the Agreement.
- 11.0.7 All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. The term "will" is mandatory in this Agreement.
- 11.0.8 Should any provision in this Agreement be found or deemed invalid, the balance of the Agreement shall remain in full force and effect and if legally possible the parties will attempt to reform the invalid provision to best reflect the original intent of the parties.

- 11.0.9 All services provided pursuant to this Agreement are for the exclusive use and benefit of the City.
- 11.0.10 In performing all services under this Agreement, the Operator, its subcontractors, successors and assigns will comply with all local, state and federal laws.
- 11.0.11 The City's execution of and performance under this Agreement will not act as a waiver by the City of any immunity from suit or liability to which it is entitled under applicable law. The parties acknowledge that the City, in executing and performing this Agreement, is a governmental entity acting in a governmental capacity.
- 11.0.12 The City of San Marcos is governed by the Texas Public Information Act (the "Act"), Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this agreement may be subject to release under the Act. The Operator will not make any reports, information, data, etc. generated under this Agreement available to any individual or organization without the written approval of the City.
- 11.0.13 The captions or headings included in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, articles, or sections of this Agreement.
- 11.0.14 In the event that the performance by either the City or the Operator of any of its obligations under this Agreement is interrupted or delayed by events outside of their control such as acts of God, war, riot or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of such events.
- 11.0.15 In the event of a default or breach of this Agreement by the Operator, the City reserves the right to choose among the remedies for the default or breach available to the City. These remedies may be used in conjunction with one another or separately, and together with any other statutory or common law remedies available to the City. Any failure by the City to enforce this Agreement with respect to one or more defaults by the Operator will not waive the City's ability to enforce the Agreement after that time.
- 11.0.16 All services provided pursuant to this Agreement are for the exclusive use and benefit of the City and the Agreement will not give rise to any rights in third parties.
- 11.0.17 If applicable, the Operator will pay all license fees, royalties and other costs incident to the use of any invention, design, process, product or device subject to a patent right or copyright held by others in performing the work or in the completed Project.

- 11.0.18 It is expressly agreed that the Operator is an independent contractor and not an employee, agent partner or joint-venturer with the City. The Operator will not pledge or attempt to pledge the credit of the City.
- 11.0.19 It is the City's intent to be proactive with regard to the environment. The City encourages value purchasing of environmentally friendly products. The Operator is encouraged to utilize green solutions in performing any services under the Agreement, as appropriate.
- 11.0.20 The Operator will, prior to execution and any future extension of this Agreement, furnish evidence as may be reasonably requested by the City to show the Operator is financially capable of providing the services set forth in the Agreement.
- 11.0.21 This Agreement will be subordinate to the provisions of any existing or future agreement between the City and the Texas Department of Transportation and any agency or department of the United States of America relative to the ownership, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport. Furthermore, this Agreement may be amended to include provisions required by those agreements.
- 11.0.22 In addition to other remedies available to the City, if the Operator fails to comply with the contract standards for the Airport, the Operator will be liable to the City for all incidental and consequential damages resulting from the noncompliance.
- 11.0.23 Funds for the payment of the City's obligations under this Agreement have been provided through the City budget approved by City Council for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Agreement is considered a recurring requirement and is included as a standard and routine expense of the City to be included in each proposed budget within the foreseeable future. City Council expects this to be an integral part of future budgets to be approved during the period of this Agreement except for unanticipated needs or events which may prevent such payments against this Agreement. However, the City cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. In the event sufficient funds are not appropriated for the City's continued payment, this Agreement may be terminated by City or Operator without recourse by either party.

## **ARTICLE 12 SUCCESSORS AND ASSIGNS**

- 12.0.1 The City and the Operator, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with

respect to all covenants of this Agreement. The City and the Operator will not assign, sublet or transfer any interest in this Agreement without the prior written consent of the other.

- 12.0.2 The Operator will notify the City, in writing, of any change in its partnership/ownership within thirty (30) calendar days of such change.

### **ARTICLE 13 EXTENT OF AGREEMENT**

- 13.0.1 This Agreement, including appendices and referenced attachments represents the entire and integrated Agreement between the City and the Operator and supersedes all prior proposals, negotiations, representations or agreements either written or oral between the parties. In the event of a dispute between the City and Operator regarding the intent of this Agreement, both parties agree that they will construe this Agreement in a manner consistent with the City's Request for Proposals, the Operator's proposal response and the public record of the City Council's approval of this Agreement as applicable. This Agreement may be amended only by written instrument, which must be signed by both the City and the Operator. The San Marcos City Council must approve any such authorization of change in services or amendment if the compensation for which exceeds \$50,000.00.
- 13.0.2 Any exhibits and/or attachments attached to this Agreement are incorporated by reference into this Agreement as though included verbatim herein.
- 13.0.3 In the event of any conflict between this Agreement and the provisions of any exhibit or attachment to this Agreement, this Agreement will govern and control.

### **ARTICLE 14 NOTICES**

- 14.0.1 Notices required under this Agreement will be provided by the parties to one another by certified mail, return receipt requested, or by confirmed facsimile transmission, to the following addresses or to such other address as the parties may designate in writing to which subsequent notices shall be sent:

**To the City:**  
City Manager  
City of San Marcos  
630 E. Hopkins  
San Marcos, Texas 78666  
Fax: 512.396.4656

**To the Operator**  
Jim Wimberly  
Texas Aviation Partners, LLC.  
1807 Airport Drive, Suite 200  
San Marcos, Texas 78666  
Fax: 512.216.6043

Each of the persons executing this Agreement represents that he or she has full power and authority to execute this Agreement on behalf of the party that person represents. This Agreement will be effective as of the day and year established in the first paragraph of this Agreement.

CITY OF SAN MARCOS

TEXAS AVIATION PARTNERS, LLC

\_\_\_\_\_  
Bert Lumbreras, City Manager

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

\_\_\_\_\_  
(Printed or typed name)

\_\_\_\_\_  
(Title)

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

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

Attest:

Attest:

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or typed name)

\_\_\_\_\_  
(Printed or typed name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

**SECOND EXTENSION AND RESTATEMENT OF OPERATION AND  
MANAGEMENT SERVICE AGREEMENT  
FOR  
THE SAN MARCOS REGIONAL AIRPORT**

This, the Second Extension and Restatement of the Operation and Management Service Agreement for the San Marcos Regional Airport is effective this day of October 1, 2020 by and between the City of San Marcos, Texas, (the “City”), 630 East Hopkins, San Marcos, Texas 78666 and Texas Aviation Partners, LLC (the “Operator”), [4400 Hwy 2+1807 Airport Drive, Suite 200](#), San Marcos, Texas 78666, for the operation, maintenance, management and development of the San Marcos Regional Airport (the “Agreement”).

**RECITALS**

The City owns the San Marcos Airport (“Airport”), the planning, acquisition, establishment, construction, improvement equipping, maintenance, operation, regulation, protection and policing of which is a public and governmental function, exercised for a public purpose and a matter of public necessity. The City has determined that it is in the City’s best interest to contract with an independent contractor as authorized by Section 22.020, Tex. Transp. Code.

The Airport currently hosts thirteen (13) aviation businesses that provide a full range of services that include, but are not limited to, aircraft refueling, maintenance and repairs, aircraft charter and rentals, and pilot training. The Airport is home to approximately 200 based aircraft with the majority housed in approximately 50 aircraft hangars and shelters.

The City issued a Request for Proposals (“RFP”) on May 27, 2010 and received a RFP from Texas Aviation Partners, LLC. The City has selected the Operator to operate and manage the Airport, and is relying on the expertise of the Operator to provide efficient management, operation, development and maintenance of the Airport.

The City and Operator previously entered into an Operation and Management Service Agreement for the San Marcos Regional Airport on October 1, 2010. The City and Operator subsequently entered into Amendment No. 1 to the original agreement on June 19, 2012 and Amendment No. 2 with an effective date of March 1, 2014. The City and Operator exercised the first extension term on February 3, 2015.

The City and Operator wish to further amend the agreement and extend its term for an additional five (5) years until October 1, 2025 subject to the earlier termination provisions herein provided.

The City and Operator intend to operate and maintain the Airport in a first-class manner. “First-class” and “First rate” as used in this Agreement shall mean the operation and maintenance of the Airport in accordance with the Airport Operating Plan, [Approved Operating Budget for 2019–2020 and for each year thereafter](#), Chapter 10 of the San Marcos Code, the airport maintenance standards

established by the City, FAA Regulations and any other applicable federal, state or local standards for public airports and the aviation industry.

**NOW, THEREFORE**, in consideration of the mutual covenant contained herein, the City and Operator, do hereby contract and agree as follows:

## **ARTICLE 1 DEFINITIONS**

- 1.0.1 **Airport** means the San Marcos Airport depicted generally in a boundary map attached hereto as Exhibit A. ~~The City will provide copies of deeds if requested by the Operator before the end of the Transition Period.~~
- 1.0.2 **Airport Master Plan** is the Plan adopted by the City that is on file with the City Manager and as amended from time to time and is incorporated by reference hereto.
- 1.0.3 **Airport Property** means all of the real property of the Airport (including without limitation, all improvements, appurtenances, buildings, facilities and fixtures) but excluding real property that is leased to third parties (during the term of any applicable lease). Airport Property shall include, without limitation, all runways, ramps, taxiways, lights, city-owned navigation or navigation aids and/or devices, markings, stripings, fences, boundaries, gates, hangars, buildings, improvements, landscaping, roadways, drainage systems, utility systems, and grounds.
- 1.0.4 **Base Year Revenues** means the Gross Revenues of the Airport for the Fiscal Year ending September 30, 2010. Base Year Revenues must increase by 4% each year (compounded) for purposes of calculating the Airport Revenue Incentive in Section 6.1.5(a)(2).
- 1.0.5 **Capital Improvements** means all permanent improvements that are \$100,000 or greater in value or have a useful life of five (5) or more years.
- 1.0.6 **City Manager** means the City Manager of the City or designee.
- 1.0.7 **Federal Aviation Administration or FAA** means the U.S. Federal Aviation Administration existing pursuant to Title 49 of the United States Code, as amended, or any successor agency thereto.
- 1.0.8 **Fiscal year** means the consecutive twelve-month period from October 1st through September 30th of the following year.
- 1.0.9 **General Administrative Costs** means those costs and expenses incurred in the general administration of the Airport. Such costs include but are not limited to accounting costs and costs of handling and processing payroll, bills, accounts

receivable and accounts payable as more specifically set forth in this Agreement, ~~and in the Approved Operating Budget attached hereto and incorporated herein by reference.~~

- 1.0.10 **Gross Revenue** means all moneys actually collected by or on behalf of the City from the operation of the Airport during each Fiscal Year, including but not limited to all rents, through-the-fence payments, fuel flowage fees, gross receipts taxes, any other fees or revenues as may be collected (including access fees, customs fees, sign lease fees, and landing fees), and any rent credits under leases approved by the City. Gross revenues shall not include:
- a. Security deposits unless and not until such deposits are applied as rental income upon termination of a lease;
  - b. Grants, including, without limitation, federal and state capital grants and local government grants;
  - c. Income earned from the investment of cash (provided, however, that income from the investment of funds in the Operating Account and security deposits, unless otherwise required to be paid to a tenant, shall be included as a part of Gross Revenue);
  - d. Property taxes, sales taxes, excise taxes, admissions taxes, occupancy taxes, use taxes and any other taxes now or later imposed upon any property (whether real or personal) at the Airport including but not limited to property leased to third parties;
  - e. Payments in the nature of indemnification or compensation for loss, damage, or liability sustained;
  - f. The actual uncollectible amount of any check or bank draft received by the City or Operator as payment for rent, goods or services and returned to the City or Operator from a customer's bank as being uncollectible (commonly "non-sufficient funds" checks);
  - g. The actual uncollectible amount of any rent or sale of services for which the City or Operator accepted a credit card;
  - h. Amounts received from the sale or trade-in of machinery, vehicles, trade fixture or personal property used in connection with the operation of the Airport;
  - i. Receipts from the sale of waste, scrap, or salvage materials resulting from the sale or disposal of Airport assets, unless specifically approved in writing by the City Manager;
  - j. Revenue received from any contract, lease, license or other agreement in which TAP, its members, successors-in-interest, assigns, employees, any person who is related to a member of TAP within the first degree by consanguinity (blood) or affinity (marriage), or any business entity has any interest. For purposes of this contract, the term "Business entity" means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, or any other entity recognized by law.
- 1.0.11 **Minor Repairs** means those repairs not defined as Major Repairs and that are \$5,000 or less per repair or replacement needed.

- 1.0.12 **Major Repairs and Replacements** means those repairs and replacements to the Airport Property or equipment that significantly extends the equipment useful life or the service life of the Airport Property and that exceed \$5,000 per repair or replacement needed.
- 1.0.13 **Marketing Costs** means any and all costs, expenses, charges or fees incurred by Operator in connection with or related to the marketing or promotion of the Airport in accordance with the Marketing Plan, including without limitation, costs of marketing personnel, advertising costs, travel costs related to Airport marketing and promotion, and costs incurred in coordinating Airport marketing and promotion efforts with the City.
- 1.0.14 **Operating Costs** means any and all costs, expenses, charges or fees actually incurred by Operator in the administration, management, operation and development of the Airport, ~~but excluding: (i) any and all profit to Operator, (ii) Marketing Costs, (iii) Real Estate Costs, and (iv) General Administrative Costs.~~ Operating Costs include, without limitation, costs to provide Upkeep at the Airport.
- 1.0.15 **Operator** means Texas Aviation Partners, LLC which is a Texas Limited Liability Corporation presently comprised of two shareholders: Stephen Alexander and James Wimberly.
- 1.0.16 **Operator's Representative or Airport Manager** means the representative assigned by the Operator to be the primary point of contact with regard to the services provided under this Agreement. The Operator's representative will supervise the day-to-day activities at the Airport.
- 1.0.17 **Real Estate Costs** means any and all costs, expenses, charges or fees incurred by Operator in connection with the administration, management, enforcement, negotiation, or drafting of any ground leases, hangar leases, building leases, rental agreements, through-the fence-agreements, license agreements, or any other agreement between the City and any third party relating to an interest in the real property of the Airport, including, without limitation, costs of personnel to handle any such matters and the costs of billing and collecting any rents or other payments, but specifically excluding (i) any collection or enforcement costs relating to out-of-pocket costs incurred at the request of the City, which shall be paid by the City, and (ii) legal expenses incurred in connection with the above, provided such legal expenses have been approved by the City prior to Operator incurring such expenses.
- 1.0.18 **Texas Department of Transportation or TxDot** the Texas Department of Transportation existing pursuant to the Texas Transportation Code as amended, or any successor agency.
- 1.0.19 **Through-the-Fence Agreement** means any agreement or license which allows access to or use of Airport Property or facilities by persons having an interest in

property located adjacent to the Airport or adjacent to a connecting taxiway as authorized by the San Marcos Code.

1.0.20 **Upkeep** means:

- a. Keeping and preserving Airport Property in sound, safe, serviceable, and first-rate condition; and
- b. Restoring, replacing, or adding to Airport Property so that any relevant portion of the Airport is brought to and remains in sound, safe, serviceable, and first-rate condition.

**ARTICLE 2  
STANDARDS OF PERFORMANCE**

2.0.1 The performance of all services by the Operator in connection with this Agreement will be by persons appropriately licensed or registered under state, local and federal laws governing the services specified under this Agreement. The Operator represents that it is qualified to provide the services specified under this Agreement and that it possesses a high degree of skill, knowledge and expertise in the aviation business, including, but not limited to, airport management and operation, property management, and real estate development. In performing all services under this Agreement, the Operator will use the highest degree of care and skill that is exercised by Operators in the airport management and aviation industry.

2.0.2 The Operator is responsible for the performance of all management and other services provided under this Agreement regardless of whether the services are subcontracted or not; provided however that the Operator agrees and represents that it will not subcontract any of the management services. The Operator will provide copies of any subcontracts entered into for work or services at the Airport to the City not later than thirty (30) days after execution.

2.0.3 Any provisions in this Agreement pertaining to the City's review, approval and/or acceptance of written materials prepared by the Operator and/or its sub-consultants, contractors, and subcontractors in connection with this Agreement will not diminish or relieve the Operator's responsibility for the materials.

~~2.0.4 Operator will advise the City of data and information the Operator needs during the transition period to perform its services and meet with City representatives at mutually convenient times to assemble this data and information.~~

2.0.52.0.4 The Operator's team includes:

- a. Stephen Alexander; and
- b. James Wimberly.

The Operator will not substitute another representative unless approved in writing by the City in advance of such proposed substitution. The Operator will notify the City of any changes in the membership of its team within 30 days of a final decision to implement the change. In the event the City and the Operator cannot agree to the substitution of the Operator's representative or any team member, the City may terminate this agreement in accordance with Article 8.

2.0.62.0.5 The Operator will not operate another Airport or own, lease or operate a business that competes with the San Marcos Airport located within the "I-35 Airport Corridor." For purposes of this Agreement the "I-35 Airport Corridor" shall be defined as: an area located within a 35 nautical mile circular radius of the San Marcos Regional Airport but also including Burnett Municipal Airport and Smithville Crawford Municipal Airport. A copy of the I-35 Airport Corridor is depicted in Exhibit B and attached hereto and incorporated herein by reference. Where a conflict exists between the description and the description in this section, the description in this Section shall control.

2.0.72.0.6 Operator may not own, operate, furnish services to or have any financial interest in any current or future business, lease, contract or agreement related to the Airport, Airport Property or adjacent property unless approved by the City ~~Council after review and a recommendation by the Airport Commission~~. Further, Operator may not enter into any business transaction or contract with any business entity for services, labor or materials in which it has a financial interest in the performance of this Agreement unless approved by the City ~~Council after review and recommendation of the Airport Commission~~.

2.0.82.0.7 In addition, the Operator will not provide services or perform functions for third parties at the Airport that would normally be provided by a fixed based operator or any other party, unless the provision for such services are approved in writing in advance by the City, at its sole discretion.

2.0.92.0.8 The Operator shall maintain its management office on the Airport Property at a location within the Airport that is approved by the City.

2.0.102.0.9 The Operator will not, without the prior written consent of the City:

- a. Change the nature of the business of the Airport as currently conducted;
- b. Enter into any contract, commitment or transaction on behalf of the City;
- c. Utilize the assets of the Airport for any purpose other than the continued operation of the Airport;
- d. Distribute, dispose of, transfer, convey, pledge, mortgage or encumber any of the assets of the Airport;

2.0.112.0.10 Unless in accordance with a plan approved by the City, Operator shall not act or fail to act in or on the Airport in a manner which is the reasonable judgment of the City:

- a. Interferes with the reasonable use of the Airport by the public;
- b. Hinders police, firefighting or other emergency personnel in the discharge of their duties at the Airport;
- c. Would constitute a hazardous condition;
- d. Would constitute an illegal purpose or violate any applicable laws, rules or regulations;
- e. Is not in accordance with this Agreement;
- f. Degrades the value or appearance of the Airport.

### **ARTICLE 3 SCOPE OF SERVICES**

The Operator's Basic Services consist of the services described in Sections 3.0 through 3.4 and generally includes administration, operation, management, maintenance, marketing and development of the Airport as a public airport on the City's behalf, the use and benefit of the general public, all tenants, users and stakeholders of the Airport.

~~The Operator has reviewed the City's Approved Operating budget for fiscal year 2019 and agrees that it is sufficient with which to manage and operate the Airport as required by this Agreement and it fairly compensates Operator for its services under this Agreement.~~

The Operator has inspected the Airport Property including its buildings, structures, improvements, equipment, vehicles, machinery and tools and is aware of the condition of these items and has taken this condition into account in submitting its proposal. The Operator accepts for its use in providing the services under this Agreement all of the Airport Property and equipment in its existing "as-is" condition as of the Effective Date.

### **3.0 AIRPORT ADMINISTRATION**

#### **General Administration and Management**

Operator shall:

- 3.0.1 Pursuant to and in accordance with this Agreement, manage and operate the Airport for the use and benefit of the City and the general public seven (7) days a week, twenty-four (24) hours a day, (or such other hours as may be reasonably prescribed by the City) through the term of this Agreement excluding the staffing and operation of the Airport Traffic Control Tower which is staffed and operated by ~~the~~ an FAA contractor. However, Operator is responsible for the maintenance of the Airport Traffic Control Tower.
- 3.0.2 Manage the operations of the Airport in a safe and efficient manner and use its best efforts to maintain it in a clean, orderly, operationally safe, and first-class condition

in conformity with all applicable federal, state and local laws, rules and regulations and other legal requirements including the San Marcos Code.

- 3.0.3 Provide the City with all of the management services within its expertise, ability and control which are usual, customary and customarily incident to the management, operation, maintenance and development of an airport in a safe, efficient, professional and first-class manner as well as such other services and expertise incidental to the performance of these services and those specified in this Agreement.
- 3.0.4 Perform general management and administrative duties associated with the operation, maintenance and management of the Airport, including monitoring, reporting, scheduling, purchasing, general correspondence, office administration and invoicing.
- 3.0.5 Provide and/or utilize information technology related to its operation of the Airport that is approved by the City and fully compatible with City information technology. The Operator will ensure that both the City and the Operator are licensed users of any information technology proposed for use by the Operator.
- 3.0.6 Assist the City in developing plans and initiatives to balance Airport user and community needs.
- 3.0.7 **Services for Commission Board and other meetings.** Operator will perform the following services in connection with meetings and activities related to the management of the airport:
  - a. Provide facilities and staffing for meetings of the Airport Commission Board. Operator will ensure that the facilities for Airport Commission Board meetings allow for attendance by members of the public.
  - b. Keep minutes of the public portion of meetings of the Airport Commission Board, and provide a copy of each set of minutes to the City Council and City Manager.
  - c. Prepare agendas for meetings of the Airport Commission Board, City Council and other Boards and Commissions and provide them to the City Clerk in a timely manner so that notice of meetings of the Airport Commission Board can be given in accordance with the Texas Open Meetings Act.
  - d. Ensure that an appropriate record is made of each closed meeting of the Airport Commission Board, and deliver the record to the City Clerk promptly after each such meeting.
  - e. Accept conflict of interest disclosure forms from members of the Airport Commission Board.
  - f. Attend City meetings and conferences as requested by the City Manager or designee including but not limited to, meetings of the City Council, Zoning Commission, etc. The City will assist Operator with public posting

requirements for Airport ~~Commission~~Board, City Council and other City meetings.

- 3.0.8 Confer with the City Manager or designee and attend meetings with State and local officials or other persons as requested in order to discuss matters related to the Airport.
- 3.0.9 Meet and confer with stakeholder groups located on the Airport as well as those stakeholder groups in the vicinity of whether they are on or off the Airport Property who have an interest in the management and operation of the Airport.
- 3.0.10 Provide other miscellaneous administrative services in support of the Airport as directed by the City.

### 3.1 AIRPORT OPERATION

**General Operations.** The Operator will:

- 3.1.1 Operate the Airport in a manner consistent with best practices for Airports of a similar character and perform all operational duties including controlling and monitoring operational, regulatory and safety compliance, in coordination with the City, of all regulatory agencies, all lessees and all FBO<sup>2</sup>s involved in the operation of the Airport or who have regulatory jurisdiction over the Airport.
- 3.1.2 The Operator will be responsible for the following Operating Costs associated with these services:
  - a. all utilities (electric, water, natural gas, heating fuels)
  - b. communications;
  - c. gasoline and diesel fuel;
  - d. vehicle supplies and accessories;
  - e. office, duplicating and photo supplies;
  - f. medical and cleaning supplies;
  - g. clothing and uniforms and other materials and supplies;
  - h. outside services such as equipment rentals, temporary and/or part-time help, legal services fees, registrations, telephone, courier service, dues, subscriptions, postage and freight charges, advertising, printing and binding, insurance and other professional services;
  - h.i. airport runway sweeping; and
  - h.j. any and all expenses not identified in any other specific category.
- 3.1.3 Enforce all City ordinances, requirements and policies with regard to the use of the Airport and diligently monitor and take every reasonable action necessary to prevent smoking and animals (except for service dogs) on any part of the Airport accessible to the generable public.

3.1.4 Develop and recommend operational policies, procedures and practices to the City Manager for approval by the City Council ~~or Airport Commission or both~~ to ensure the efficient and effective operation of the runways, taxiways, aprons, other aircraft operating areas, lighting systems, navigational systems (not maintained by the FAA), roadways and fuel storage systems, Airport minimum commercial aeronautical standards (in accordance with FAA recommended standards and related policies for the operation of flight schools, aircraft maintenance and repair facilities, charter operations, fueling and other aviation specialty commercial uses). Such policies shall be non-discriminatory and in conformity with Chapter 10 of the San Marcos City Code.

3.1.5 Develop and recommend to City Manager:

- a. Access and Security Plans for both airside and landside areas of the Airport including perimeter security, facilities security, parking lot security and disaster security on the Airport, exclusive however, of law enforcement responsibilities. The Operator will report breaches in security and threats of such breaches to the City Manager and the San Marcos Police Department immediately upon discovery. The Operator will conduct ~~an annual~~ review of the Airport's security with the City to identify areas of risk and measures for improving security as needed. In addition, the Operator will work with City emergency services to assist in developing and maintaining Airport emergency plans in cooperation with the City's Police and Fire Departments for all Airport related emergencies. The Operator may change the locks and/or security codes on any or all of the maintenance facilities and equipment; provided a duplicate key and/or security codes for all changed locks will be promptly provided to the City. All keys and/or security codes will be identified by tag or location.
- b. Operating Plan. As part of the City's budget process the Operator will work with appropriate City staff to identify: (i) upkeep reasonably needed at the Airport for the next fiscal year, based upon the Operator's prudent assessment and analysis, which will be used for budget policy issues, capital outlay requests and projects for the City's Capital Improvements Plan ("CIP"); (ii) projected changes in revenues or expenses which will affect the assumptions used for in the Airport budget preparation; and (iii) proposed staffing levels changes of full, part-time, and seasonal employees. The Operating Plan will be used to develop the ~~Approved—Annual~~ Operating Budget and City's Capital Improvements Plan ("CIP") as adopted or amended.
- c. Other Plans. Operator shall prepare such other plans or reports referenced throughout this Agreement for review and consideration of approval by the City related to the operation, maintenance or development of the Airport as may from time to time be requested by the City at no additional cost.

3.1.6 Coordinate regular inspections of Airport and provide maintenance services.

- 3.1.7 Coordinate with the City and individuals and other interested entities regarding special events/functions to be held at or near the Airport.
- 3.1.8 Obtain and maintain all required licenses, certificates, registrations, etc. for the Airport.
- 3.1.9 Report to the City Manager, the Airport ~~Commission Board~~ and other parties as requested by the City Manager regarding Airport operating statistics, incidents and issues.
- ~~3.1.10 — Develop and recommend to the City Manager for City’s approval a schedule of rates and charges for Airport Property and facility use that will make the airport as self-sustaining as possible within five (5) years of the Effective Date under the circumstances existing at the Airport, including volume of traffic and economy of collection.~~

## Budget

~~3.1.11~~3.1.10 The Airport operates as an Enterprise Fund of the City and budgets are prepared with the goal of maintaining a self-supporting structure of generating revenues that are sufficient to fully fund operating expenses, matching grant fund requirements, and capital improvements. During the entire term of the Agreement (including extensions), ~~commencing in June 2020 and in June of each year thereafter,~~ Operator will submit, per the schedule detailed in the annual budget calendar, budget information for the City’s review and consideration, approval, a proposed Operating Budget (the “Budget”) for the operation, repair, maintenance and development of the Airport for the following fiscal year. The Operator will ~~include~~ This information will include a schedule of projected Airport revenues for the fiscal year along with ~~its~~ proposed budget items in excess of the annual amount budgeted for the operations contract for for operation, non-capital items including but not limited to repair, upkeep, marketing and development of the Airport for that fiscal year. ~~In the Budget the Operator shall show all Operating Costs (including, without limitation all such costs which, in the Operator’s reasonable judgment, are (i) mandated as a result of safety considerations, and (ii) are mandated by applicable federal certifications, standards and grant agreement requirements), and Real Estate Costs, Marketing Costs, or General Administrative Costs. The Budget shall be submitted in conformance with the City Charter and any applicable rules, regulations, policies, practices and processes of the City. In addition, the Budget will include the Operator’s recommendations for non-capital expenditures including staffing expenses. The City will review the proposed operating budgets submitted budget items and will make a recommendation to City Council for items to be included in the City’s Annual Budget. submit the budget to the City Council for approval during the City’s normal budget process (the “Approved Operating Budget”).~~ The City’s Operating Annual Operating Budget will be

prepared according to the guidelines set forth during the Budget Policy Meeting and ~~submitted the budget to the City Council for approval during the City's normal budget process (the "Approved Operating Budget"), due to the City in accordance with the current fiscal year Budget Calendar due dates.~~ The Operator will exercise diligence and employ best efforts to ensure that projections of revenue are met or exceeded ~~and that the actual costs of maintaining and operating the Airport do not exceed the Approved Operating Budget, either in total or in any major expense category.~~ Amendments to the Approved Annual Operating Budget will be made in accordance with City procedures only and may not be made without the City's prior approval.

3.1.123.1.11 The Approved Annual Operating Budget will include recommendations for the necessary maintenance and repair ~~(including routine scheduled maintenance)~~ of Airport Property.

3.1.133.1.12 For each fiscal year, ~~commencing on January 1~~ per the Capital Improvements Plan ("CIP") calendar, and for the duration of the Agreement, ~~submit to the City a proposed Capital Improvements Plan~~ submit ("CIP") for the following fiscal year ~~on or before January 1~~. This proposed CIP will include the Operator's recommendations for capital improvement projects and expenses for the upcoming fiscal year as well as a ten-year CIP projection, along with potential funding sources for such improvements, including the identification of possible federal or state grants. The Operator may suggest additional capital improvement projects, which may become necessary or desirable and the City will review these proposals and approve, reject or modify such proposals or will implement the projects contingent upon the approval of funding and financing.

3.1.143.1.13 Regularly review the terms of all Airport concession agreements and other contracts and recommend for the City's review and consideration proposed terms on which these agreements might be extended, amended, renewed or rebid. As circumstances arise, the Operator may make additional recommendations for the City's review and consideration regarding potential concession agreements and revenue-producing contracts involving the Airport.

## **Personnel**

3.1.153.1.14 Operator will provide a sufficient number of qualified employees to adequately staff, support, and maintain the Airport operation and facilities. ~~Upon execution of this Agreement, provide a detailed staffing plan to the City Manager or designee for review and approval, indicating the type and quantity of the various positions the Operator has determined are necessary in order to adequately provide the services specified in this Agreement. Once accepted by the City, the staffing plan will not be adjusted or amended without the City's prior approval. The Operator will include in its staffing plan the provision of a full time Airport Manager dedicated solely to the Airport.~~ The Airport Manager will not work as an

Airport Manager for any other Airport. The Airport Manager normally will be on duty from 9:00 a.m. until 5:00 p.m. Monday through Friday in accordance with local, state and federal rules and regulations. When the Airport Manager or staff is not at the Airport premises, Operator and its staff shall be reasonably available. The Operator will designate a staff contact for 24-hour per day emergency services and provide the contact information to the City Manager. Operator shall use emergency procedures established in Chapter 10 of the San Marcos Code for emergencies as well as any other emergency procedures established by City.

3.1.163.1.15 Airport Manager. Operator shall at all times employ a person designated as the Airport Manager who shall, among his list of his or her other duties, serve as Operator's liaison with the City and who shall be Operator's representative primarily responsible for dealing with the City Manager, City Airport Commission, City Council, City employees, and any governmental entities.

- a. The Airport Manager shall supervise Airport activity and assure the availability and continuity of public services at the Airport. The Airport Manager shall provide direction and support to all airport lessees and tenants on a fair and reasonable basis. ~~The Operator shall, prior to the end of the Transition Period, provide to the City a written delegation of authority which shall, at a minimum, authorize the Airport Manager to perform the duties, obligations, and responsibilities of the Airport Manager set forth in this Agreement.~~
- b. The Airport Manager shall meet and communicate with the City Manager on a regular basis. The Airport Manager or his designee shall attend the regularly scheduled meetings of the City Council (when airport issues will be discussed at the meeting) and City Airport ~~Commission Board~~ as may be requested by the City. The Airport Manager shall inform the City Manager of all emergencies and the occurrence of any unforeseen circumstances relating to the Airport which an independent operator would be expected to report to an owner under customary and prudent business practices.
- c. The City Manager shall have the right to approve the Airport Manager designated by Operator. If the Airport Manager's performance is unsatisfactory to the City Manager, City Manager will notify the Airport Manager in writing. If the Airport Manager has not cured the unsatisfactory performance as set for in the notice promptly following such notice, the Airport Operator shall remove the Airport Manager and appoint a replacement satisfactory to the City within 45 days.

3.1.16 Other Personnel. Operator shall employ an Airport staff comprised of qualified persons who shall perform their duties at the Airport in accordance with this Agreement. Sufficient staff shall be available and present to carry out Operator's obligations under this Agreement, ~~including staffing in accordance to the approved staffing plan in this Agreement and such other schedule as may from time to time be set by the City.~~ Operator may employ, on a full, part-time or seasonal basis,

such other additional personnel as may be reasonably necessary to carry out its obligations hereunder; provided, however, that in the event the costs of such additional personnel has not been provided in the applicable ~~a~~Annual ~~Approved~~ Operating Budget, employment of such additional personnel is subject to the limitation that expenditures for this category in excess of the amount shown in the ~~Approved~~Annual Operating Budget shall not be reimbursable to Operator. Operator shall set policies commensurate with the objectives of the City (and use best efforts to enforce such policies) regarding the conduct, demeanor, and appearance of its employees (including policies which prohibit such employees or agents of the Operator from soliciting or conducting business in a loud, noisy, boisterous, offensive, or objectionable manner), who shall be trained and possess the qualifications as may be required by all governmental authorities in carrying out assigned duties. Operator shall perform background checks or require background checks to be performed on all personnel assigned to the Airport by the Operator, and the City shall have the right to review such background checks.

3.1.183.1.17 Supervise and manage its employees. The Operator will:

- a. Be solely responsible for the performance of its employees. In addition, the Operator will ensure that its employees provide airport customers with the highest level of courtesy, efficiency, operational performance and responsiveness.
- b. Provide adequate training for its personnel in areas of operation, maintenance, safety, supervisory skills, energy management, etc.
- c. Be responsible for all costs associated with its employees including, but not limited to, salaries, wages, overtime, pay differential, longevity, unemployment compensation, holiday pay, meal allowance, education assistance, hospital, medical, dental plans, life insurance, retirement contributions, sick leave and other costs directly attributable to the Operator's employees. In addition, the Operator will be fully responsible for processing payroll for its employees.

**Financial Services.** The Operator will:

3.1.193.1.18 Promptly collect all funds due in connection with the management and operation of the Airport (including but not limited to, lease payments, through the fence agreement payments, tie down fees, license fees, concession fees, access fees, landing fees, customs fees, signage fees, gross receipts taxes, and fuel flowage fees) and deposit into the Operating Account, and remit on a ~~weekly~~monthly basis by the 25th of the month, all such funds with the Finance Department during regular business hours. Each remittance should provide an accurate and true accounting of all revenue codes related to the collection of funds.

Operator shall ~~establish-maintain~~ a joint operating account (“Operating Account”) with this City, ~~which shall be funded by the City on the 1st of each month with 1/12th of the Approved Operating Budget.~~ The purpose of this account is to deposit all funds collected by Operator ~~prior to remittance to the City, for the operations of the Airport to pay Operating Costs and Operator’s Management Fee in accordance with the Approved Operating Budget for FY 2014-15 which is marked as Exhibit “C” and attached to this Contract for all purposes as though fully set out herein and each year thereafter during the term of this Agreement.~~ Operator may apply to the City Manager or designee for a payment in excess of the monthly ~~Approved Operating Budget Payment~~ contract payment when the Operator receives an invoice for an annual or bulk payment that exceeds the monthly amount (including the payment for the month in which the Operator applies for the advance payment) ~~accumulated in the Operating Account to pay for the item.~~ Operator shall submit the invoice for consideration together with such other documentation or information as City may reasonably require, to determine the necessity and appropriateness of the advance payment.

3.1.203.1.19 In coordination with the City:

- a. Maintain proper accounting of Airport assets;
- b. Perform general accounting services;
- c. Assist the City in establishing rates (including lease rates), fees and charges for Airport airfield and facilities use in an effort to maintain financial self-sufficiency;
- d. Ensure that Airport financial records and supporting documentation are properly maintained and available for review by the City and its auditors at its request;

3.1.213.1.20 Prepare and submit written financial reports, financial plans and supporting statistical data to the City Manager as well as any other reports on an “as requested” basis. ~~Within thirty (30) days after the end of each month during the term of this Contract, the Operator shall submit a report in electronic format to the Finance Department with a copy to the City Manager describing the activities and expenditures resulting from the Airport Funds allocated during the previous one-month period.~~

3.1.22—Prepare and submit as needed an annual financial reconciliation of the contract revenues ~~and expenses~~ at the end of each Fiscal Year. ~~Also, submit comprehensive annual audited financial statements and related reports for the Operator, prepared by an independent, external audit firm by February 1 of the following year.~~

3.1.233.1.21 Accounting and Financial Controls and Policies. Operator shall comply with any accounting, purchasing and financial controls or policies approved by the City for the management of all Airport funds.

3.1.243.1.22 Invoices. Operator shall bill, on behalf of the City, for all monies due to the City in connection with the Airport, including but not limited to monies due pursuant to leases, through-the-fence agreements, contracts, fueling, and any arrangements with other persons conducting operations at the Airport.

3.1.253.1.23 Delinquent Accounts. In the event any money due and owing to the City is not paid within sixty (60) days following the date on which the same is due, Operator shall notify the City of such delinquency. Operator shall thereafter, at the City's request, use its reasonable efforts to collect the delinquency in accordance with law; provided however, that Operator shall use the collection firm under contract with the City. Operator shall not be authorized to institute a delinquency lawsuit but shall submit its recommendation to institute such proceedings to the City Manager.

3.1.24 Maintenance of Accounts. Operator shall keep and maintain all records and accounts in accordance with generally accepted accounting principles, consistently applied. The Operator shall prepare all periodic and annual reports, make all information submittals and provide notices to all governmental bodies required by all governmental approvals and under applicable law. The Operator shall maintain at the facilities and make available to the City upon request for review, accurate, complete and current financial books, records and accounts.

3.1.263.1.25 Monitoring of Performance: The Operator agrees to allow the City, either directly or through a subcontractor, to inspect, at City's request, and with fourteen (14) days advance notice to the Operator, all pertinent records, files, information or other written material maintained by the Operator or its subcontractors and related to the subject matter of this contract. Any failure by the Operator to provide such records as requested by the City in a timely manner may be deemed by the City to be in breach of this contract. Notwithstanding the foregoing requirements of this Section, the City acknowledges that the Operator may redact or withhold such information that is deemed confidential by law unless any such confidentiality laws permit disclosure to the City and such records are pertinent to the City's evaluation of the performance of the Operator under this contract.

## **Leases/Agreements**

3.1.273.1.26 Operator shall solicit and negotiate leases and other agreements for existing Airport facilities (including all ground leases, hangar leases, building leases and through-the-fence agreements) for all leasable areas of the Airport (including all renewals, expansions, relocations and extensions thereof collectively referred to as "Lease(s)") and to cause the Airport to be properly occupied with aviation related tenants and tenants which support aviation activities.

~~3.1.28 — During the transition period, Operator shall review the terms and conditions of standard Airport leases, permits, licenses, and other agreements (TxDOT and~~

otherwise), and review existing leases and agreements. Based upon this review Operator shall identify tenants, permittees, lessees and licensees that are noncompliant and recommend a compliance plan to the City Manager.

~~3.1.293.1.27~~ As part of the proposed operating budget submitted annually by the Operator to the City, the Operator will provide a schedule of all leases then in effect at the Airport and will develop and recommend for the City's review and consideration the proposed terms on which these leases might be extended, amended or renewed during the coming year as well as terms on which new leases might be made.

~~3.1.303.1.28~~ Develop with City staff and recommend to City Manager minimum standards for the physical appearance and operating condition of third-party premises in accordance with the terms and provisions of ground leases and airport use agreements. In addition, the Operator will enforce compliance with physical appearance, operating and environmental standards by all Airport tenants, permit holders, lessees, and licensees (including EPA and TCEQ regulations). The Operator will provide the City with prompt notification of third-party premises, facilities, and infrastructure to ensure proper maintenance (e.g., crack sealing, hole patching and seal coating).

~~3.1.313.1.29~~ Develop and recommend to the City Manager specific plans and programs to fully develop (and increase revenues from) Airport facilities and properties through leases or other agreements.

~~3.1.323.1.30~~ Operator shall prepare and keep current a rent roll for each property at the Airport which is subject to a Lease showing with respect to each Lease the name of each tenant, the business status of each tenant (e.g. individual, corporation, limited partnership, etc.) the space occupied, the rent payable, the date rent is paid through, the commencement date, the amount of security deposit held, renewal options, and any other information reasonably requested by the City related to the same.

~~3.1.333.1.31~~ With regard to leasing of Airport Property the Operator shall also:

- a. Diligently investigate and develop all inquiries and offers to lease space in the Airport;
- b. Comply with all federal, state, and local laws, regulations and rules and orders governing or applicable to the leasing of Airport Property;
- c. Submit leases to City for approval;
- d. Solicit and develop offers to prospective tenants with approval from City;
- e. Perform other leasing activities upon City's request.

## **3.2 FACILITY AND EQUIPMENT MAINTENANCE**

### **Facility Maintenance**

The Operator will:

- 3.2.1 Make regular inspections of the Airport grounds, facilities and premises to determine the need for maintenance and repairs, to ensure that safe and acceptable conditions exist at all times, and notify the City of the need for any major repairs or maintenance. The Operator will perform all maintenance and minor repairs in a timely and workmanlike manner ~~consistent with the Approved Operating Budget and the City Code of Ordinances.~~
- 3.2.2 Maintain City owned or leased Airport property (buildings, land and improvements) where the City is responsible for maintenance, in accordance with the City of San Marcos Code of Ordinances, Chapter 10, Aviation, and ensure that all such property is in good order. In addition, the Operator will maintain all airport buildings under the control of the Operator in a neat, clean condition and perform all custodial functions such as cleaning windows on a regular basis, constant maintenance of restroom facilities so that they are safe and pleasant to use and provide a safe, structurally sound, welcoming and professional atmosphere. The Operator will respond to complaints regarding the maintenance and appearance of the Airport immediately.
- 3.2.3 ~~Mow, trim, irrigate, and landscape property to m~~Maintain all non-agriculture property in a neat and commercial type appearance appropriate to an Airport of this character. The Operator will mow and trim turf extending out 30 feet from all paved surfaces to a maximum of 2-3 inches:
  - a. Twice a month from March through October;
  - b. Once a once a month from November through February; and
  - c. 20 cycles per year for runways, taxiways, entrance roads and grounds.

~~City will provide to Operator a map of areas to be mowed prior to end of the Transition Period~~
- 3.2.4 Inspect runways, taxiways, ramp areas, and all lighting (including runway), signage, and navigational aids on a daily basis and make repairs immediately or report as “out of service” and repair or replace as soon as practical thereafter. In addition, the Operator agrees to maintain and operate all FAA required obstruction, taxiway, runway, and approach path lights.
- 3.2.5 The Operator will provide the City with a list of any recommended capital improvements the Operator believes are necessary at the Airport in the proposed CIP. However, the Operator is not relieved of its responsibility to perform minor repairs up to the capabilities of the existing facilities if the recommendations are not implemented by the City. In addition, the Operator may provide recommendations for capital improvement projects in accordance with Subsection 3.1.11.

## Maintenance and Repair Services.

- 3.2.6 Operator shall maintain and repair (structurally and otherwise) in a good, workmanlike manner and to the City's satisfaction all:
- ~~a. Airport Property in accordance with the Approved Operating Budget and Operating Plan;~~
  - ~~b.a.~~ Runway, taxiway, and aircraft parking/holding area lights, markings, signage, and striping;
  - ~~e.b.~~ Navigation aids and aeronautic communications which are not maintained by the Federal Aviation Administration (hereinafter "FAA ");
  - ~~d.c.~~ Vehicles, equipment, machinery and tools used by the Operator in connection with the Airport; and all Airport grounds (including, without limitation, fences, grass cutting and maintenance of trees, shrubs and other landscaping where and when necessary and in accordance with the landscaping requirements of the City).
  - ~~e.d.~~ Pavement maintenance in accordance with the pavement maintenance management program for any pavement at the airport which has been constructed, reconstructed, or repaired, with federal assistance
  - ~~f.e.~~ Security related equipment, tools, fences, etc.;
  - ~~g.f.~~ Aircraft parking areas;
  - ~~h.g.~~ Landscaping and fencing of the Airport property, including grass mowing;
  - ~~i.h.~~ Any other items on the Airport requiring maintenance or repair during any given fiscal year;
  - ~~j.i.~~ Provide all supplies and materials for facility and equipment maintenance.
- 3.2.7 Use its best efforts to remove or cause to be removed snow and ice from all Airport Property runways, taxiways, ramps, access roads, sidewalks, walkways, and other common areas, and apply such melting and/or friction agents as may be required and/or appropriate;
- 3.2.8 On a regular basis, visually check for and clean and remove all foreign objects from all Airport runways, taxiways, ramps and other airfield operating areas; and
- 3.2.9 Operate and maintain Airport Property's mechanical, plumbing, sprinkler, power, heating, steam, electrical, fuel, boiler, water, toilet, burglar alarm, communications (other than those communications controlled by the FAA), gas, and other systems necessary and appropriate for the efficient operation of the Airport.

## Equipment Use and Maintenance

- 3.2.10 Maintain on all Airport facility equipment and vehicles in accordance with manufacturers' recommended maintenance schedules and manuals and prudent

industry practices. For all equipment and vehicles other than those maintained by the City pursuant to section 5.0.14, the Operator will provide the City with full documentation that maintenance is being performed, at intervals and in sufficient detail as may be determined by the City. ~~The Operator's maintenance program will include documentation of maintenance and a spare parts inventory.~~

- 3.2.11 City will provide equipment to Operator for its use in the operation and maintenance of the airport. Any equipment replacement must be budgeted and paid for by Operator. ~~An inventory of City equipment that will be available for Operator's use will be provided before the end of the Transition Period.~~

### **Equipment and Facility Maintenance Costs**

- 3.2.12 The Operator will be responsible for the following costs associated with maintenance of equipment and facilities:
- a. Office equipment (including office computers and printers);
  - b. Safety equipment,
  - c. Tools,
  - d. Communication and media equipment.
  - e. Maintenance equipment and supplies,
  - f. Mechanical and manually operated equipment,
  - g. Repair parts,
  - h. Outside maintenance services,
  - i. Oil, grease, and fuel; and
  - j. All equipment on equipment inventory list;
  - k. TAP shall pay City for vehicle and fleet maintenance services performed by the City within 30 days of receipt of any invoice.

### **Equipment Warranties**

- 3.2.13 Operator will be responsible for filing timely claims on and pursuing city's rights under all manufacturer's warranties or guarantees on city-owned equipment in its possession or use under this Agreement.

## **3.3 REGULATORY AGENCY INTERFACE**

The Operator will:

- 3.3.1 Be fully responsible for and will comply with all applicable laws and regulations regarding the operation, maintenance and management of the Airport, including reporting requirements. The Operator will implement and maintain a process control system, which furnishes complete and accurate records, and is capable of readily providing reports showing historical data and trends. Except to the extent

excused by uncontrollable circumstances, the Operator will comply with all contract standards continuously. If the Operator fails to comply with any of the contract standards, it will at its own cost and expense:

- a. Promptly notify the City of such non-compliance within eight hours of the discovery that a non-compliant condition exists;
- b. Promptly provide the City with any notice received from any government regulatory body within 12 hours of its receipt of the notice;
- c. Pay any related damages or fines and hold harmless, indemnify and defend the City and its officers, agents and employees from all related liabilities and damages in accordance;
- d. Pay any costs related to public notification required by the non-compliance; and
- e. Take all action necessary to restore compliance with the contract standards and prevent a recurrence of non-compliance.

3.3.2 Supervise compliance with FAA, TCEQ and TxDOT regulations and perform all needed regulatory interface including assisting City with obtaining, modifying or renewing permits, and reporting, notifying, inspections and related activities as required by Federal, State or Local agencies having jurisdiction over the Airport.

3.3.3 Cooperate with and assist the City in dealing with all Federal, State and local agencies in matters related to the operation and management of the Airport. In addition, the Operator will prepare and submit financial and other reports to the appropriate entities as related to Federal and State grants and obligations.

3.3.4 Operator agrees to conform to existing grant agreements between City and FAA, including related FAA assurances.

### **3.4 AIRPORT DEVELOPMENT AND MARKETING PLAN**

The Operator will:

3.4.1 Actively market the Airport to potential users, including aircraft owners and operators, as well as operators of support services. In addition, the Operator will actively promote high quality development of the Airport, including commercial operations for lawful purposes, provided such uses comply with all applicable laws, regulations, ordinance and rules. The Operator will use its best efforts to promote such development with the twin goals of optimizing the Airport's financial performance, to ~~make-maintain-it-as~~ self-sustaining ~~operations-as-possible~~ and promote economic development of the Airport. All costs associated with the marketing of the Airport as stipulated in this subsection will be borne by the Operator.

3.4.2 Periodically prepare and keep current a comprehensive information brochure regarding the Airport, subject to review and approval by the City, and make

sufficient copies available for all reasonable public information purposes. The Operator will also conduct educational tours of the Airport for the public as reasonably requested by the City.

3.4.3 Additional Marketing Services. ~~City may request the Operator to develop will update the a Comprehensive Marketing Plan for the Airport on a regular basis. The existing Marketing Plan is found in the current Airport Business Development Plan and Airport Master Plan as generally described in Tab H of the proposal submitted by Operator on May 26, 2010.~~ The Comprehensive Marketing Plan shall:

- a. Define the goals and objectives of the City for the Airport;
- b. Assess the Airport's strengths, weaknesses, opportunities, threats (SWOT analysis);
- c. Assess Airport resources;
- d. Identify the Airport's target audience, and identify and develop the message and marketing actions required;
- e. Identify marketing tools to deliver the message;
- f. Identify the resources needed to support the creation and implementation of the plan;
- g. Develop methods to measure the success of the Marketing Plan.

3.4.4 In ~~developing-maintaining~~ the Marketing Plan and selecting the marketing tools the Operator shall take into account the funds available within the Approved Operating Budget and City's preferences and consult with the City during the process to obtain City input.

3.4.5 The cost for the additional marketing services ~~is may be appropriated as an~~ addition to the ~~Base~~ Management ~~Fee-Contract~~ and shall be processed pursuant to City's change in services process ~~or may be appropriated as separate funding in the Airport Operating Budget.~~

#### ARTICLE 4

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#### ARTICLE 5

#### CITY RIGHTS AND RESPONSIBILITIES

The City will:

5.0.1 Provide full information to the Operator regarding the City's requirements for the Operator's services under this Agreement. The City will furnish the Operator with copies of data and information needed by the Operator at the Operator's request in the City's possession ~~including the 2019-2020 Approved Operating Budget.~~

5.0.2 The City Manager or designee is the City's point of contact for all communications and the City's authorized representative to act on the City's behalf with respect to this Agreement. The City will examine the documents and information submitted by the Operator and promptly render responses to the Operator on issues requiring a decision by the City.

5.0.3 Appropriate and make available funding sufficient to cover the operating expenses authorized in the Approved Operating Budget.

~~5.0.4 Provide a complete inventory of all equipment, assets, expendable supplies and spare parts which are on hand prior to the execution of this Agreement. The Operator will assume responsibility for the inventory upon execution of the Agreement.~~

~~5.0.55.0.4~~ Retain control of the Airport, including the responsibility for developing and maintaining policy guidance for the Airport.

~~5.0.65.0.5~~ Retain authority for review and approval of the capital improvements recommended by the Operator, including location, size, design, and nature of use. The City is responsible for any capital improvements management, where City, State, or federal funds will be expended.

~~5.0.75.0.6~~ In its sole discretion, set rates and schedules, including but not limited to gross receipts, lease rates, fuel flowage, and any future rates currently not assessed as may be recommended by the Operator.

~~5.0.85.0.7~~ Retain all authority to arrange for the issuance of indebtedness payable from the revenues of the Airport.

~~5.0.95.0.8~~ Have the exclusive authority to initiate, review and approve the exercise of all powers of eminent domain regarding the Airport.

~~5.0.105.0.9~~ Provide access to and make all necessary provisions for the Operator to enter public and private property as reasonably required for the Operator to perform its services under this Agreement.

~~5.0.115.0.10~~ Bear all other costs incidental to this Article.

~~5.0.125.0.11~~ Be responsible for major repairs and maintenance. In the event of damage by fire or other casualty, the City will either repair or replace building(s) or remove the damage and restore building(s) to original condition at the sole option of the City.

~~5.0.135.0.12~~ Provide rent-free office space as reasonably determined by the City and subject to space availability.

~~5.0.145.0.13~~ City will provide vehicle and fleet maintenance services provided that TAP pays for the services at the City's recovery rate for these services.

~~5.0.15~~ City will reimburse TAP for the use of a personal automobile in connection with the management of the Airport and provision of other services under this Agreement in an amount equivalent to one standard car allowance provided by City to Directors of other City Departments.

## ARTICLE 6 COMPENSATION TO THE OPERATOR

~~The total of all fees and expenses to be paid to the Operator for the provision of basic services for the first full year of the Agreement is \$479,247.00 plus possible incentives estimated at \$ 99,866.00 as described in Sections 3.0 through 3.4:~~

6.1.1 The City will pay the Operator an amount specified per the annual contracted amount plus any amount appropriated for a specific purpose in the Annual Operating Budget in the Approved Operating Budget to pay for Operator's Operating Costs. Operating Costs shall be paid in accordance with the annual Approved Operating Budget. The annual contracted amount will increase by 2% annually with the base contract amount totaling \$469,850 in Fiscal Year 2020. No expenditure for any one line item or accounting category which is in excess of the amount shown in the Approved Operating Budget ("Excess Operating Costs") shall be paid or reimbursed to Operator, except expenditures that have been approved in writing by the City prior to the expenditure. Except in the event of an emergency (where immediate action is deemed necessary to protect the safety of the general public or protect physical assets of the Airport), any Operating Costs in excess of the Approved Operating Budget which have not been approved by the City prior to incurring such Costs shall be paid for by the Operator.

~~6.1.2~~ Operator shall disburse funds from the Operating Account to pay Airport bills in accordance with City policies and the Texas Prompt Payment Act, Tex. Govt. Code, Section 2251 et. seq.

~~6.1.3~~ 6.1.2 Incentive Compensation. Operator shall have the ability to earn incentive compensation annually based upon Financial Performance for ~~the prior~~ each fiscal year provided however, that in no circumstance shall Operator earn any incentive compensation (either Profit Incentive or Revenue Incentive) from any contract, lease, license, or other agreement in which TAP, its members, successors-in-interest, assigns, employees, any person who is related to a member of TAP within the first degree by consanguinity (blood) or affinity (marriage), or any business entity has any interest. For the purposes of this contract, the term "Business entity" means a sole proprietorship, partnership, firm, corporation, holding company, join-

stock company, receivership, trust, or any other entity recognized by law. The purpose of the incentive compensation is to encourage the creative and aggressive marketing and promotion of the Airport with the goal of ~~making-maintaining~~ the Airport as a self-sustaining within five years operation.

6.1.46.1.3 Disincentive. The City's issuance of two or more documented written notices of default that the Operator fails to satisfactorily correct according to Articles 8 or 10 during any contract year shall result in a financial disincentive in the amount of 10% reduction of the incentive compensation for the year in which the uncured default occurs. The City's right to impose the disincentive shall neither limit its other remedies or rights under this Agreement nor its right to terminate as provided herein.

6.1.4 Base Year Revenue related to Airport Leases has been calculated based under the current contractual leases currently negotiated at the City of San Marcos and is comprised of T-hangar rents, shelter rents, agricultural land leases, storage area rents, private hangar land rents and commercial and non-commercial facility rents. Base Year Revenue is based off of 2010 actual Gross Revenues of -\$195,367.70 adjusted by 4% annually

a. For each Fiscal Year this Agreement remains in effect, the Operator will be eligible to receive two types of incentives as follows:

1. Profit Incentive

- i. The Gross Revenues of the Airport as defined in Section 1 herein shall be calculated annually at the end of each Fiscal Year.
- ii. For any Fiscal Year in which actual Airport Gross Revenues exceed the sum of actual Airport Operating Expenses established in the Approved Operating Budget, the city's expenditures for capital improvements at the Airport, the city's matching funds for any state or federal grants, and any Revenue Incentive paid for that Fiscal Year, the Operator will receive an Airport Profit Incentive equal to twenty five percent (25%) of the excess of revenues.

2. Revenue Incentive

- i. For each Fiscal Year of the contract in which actual Airport Gross Revenues exceed Base Year Revenues for that Fiscal Year, Operator shall be eligible to receive an "Airport Revenue Incentive" calculated annually at the end of each Fiscal Year equal to 25% of the excess of Fiscal Year actual revenues for the contract year over Base Year Revenues. A hypothetical example of how to calculate the Revenue Incentive is used for illustrative purposes only:

<b>Fiscal Year</b>	<b>Base Revenue Adjusted by 4% Annually</b>
FY 20	\$289,191.92
FY 21	\$300,759.60
FY 22	\$312,789.98
FY 23	\$325,301.58
FY 24	\$338,313.64
FY 25	\$351,846.19

- ii. The total of all compensation (including but not limited to the Airport Revenue Incentive) shall never exceed the fair and reasonable value of the services, or impair the City's ability to issue bonded indebtedness for the Airport under FAA regulations. In such event, the Operator's compensation shall be reduced to comply with FAA regulations.
- iii. The City will calculate the incentive payment on or before December 31st of the Fiscal Year following the Fiscal Year in which the incentive was earned and will pay the Operator the incentive payment, if any, on or before January 5th.

**ARTICLE 7  
OPERATOR'S RECORDS AND DOCUMENTS**

- 7.0.1 The Operator will keep all of its expense records in a recognized accounting format acceptable to the City and these records will be kept at the Airport and be made available to the City or its auditors upon request during regular business hours 9-5 Monday – Friday.
- 7.0.2 Access to Records; Audit. The City, its auditors, federal auditors, and state agencies that have monitoring or auditing responsibilities for this Agreement will have access to any books, documents, papers, and records of the Operator which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, copying and transcriptions. The City shall have the right to audit Operator's operations at the Airport.
- 7.0.3 Correction. Should weaknesses in internal control or errors in record keeping be discovered, Operator shall promptly correct such discrepancies upon discovery, or within a reasonable time after discovery (which shall not exceed thirty (30) days from discovery). Operator shall inform the City in writing of the action taken to correct any audit discrepancies.
- 7.0.4 Time for Audits. Audits conducted by the City will be performed at times as determined by the City in its sole discretion without specific cause. All such inspections and audits shall be conducted during normal business hours.

- 7.0.5 Overcharges and Deficiencies. If any audit discloses an overcharge of any of Operator's fees or expenses in excess of five percent (5%) for the period covered by the audit, then the expense of such audit shall be a non-reimbursable expense of the Operation which the Operator shall pay to the City immediately upon City's demand. In addition, if any such audit discloses a deficiency in the amount of funds which should have been turned over by Operator to the city during the period covered by such audit, Operator shall immediately deliver such deficiency together with interest at the rate of six percent (6%) (such interest to accrue from the time the said deficiency amount should have been turned over), to the City. If Operator does not pay to the City any such overcharge or deficiency, together with all interest accrued thereon, or the cost of an audit required to be paid by Operator within (3) days after demand is made therefor by the City, such failure shall be a default under the terms of this Agreement entitling the City, at its election, to terminate this Agreement pursuant to Article 8.
- 7.0.6 The Operator will furnish to the City at such time and in such form as the City may require, financial statements including audited financial statements, records, reports, data and information, as the City may request pertaining to the matters covered by this Agreement.
- 7.0.7 All reports, plans, papers, data, studies, materials and any documents and records or any other work product of any kind whatsoever which has been collected or developed by Operator pursuant to this Agreement, including without limitation, all such documents and records created or stored electronically, shall be the property of the City. Operator shall keep such records available for inspection by City and all such records shall be kept and maintained in accordance with the City's records retention policy. In the event of termination or expiration of this Agreement, all finished and unfinished reports, plans, papers, data, studies, materials, and any other documents or records collected, assembled, or prepared by or for Operator pursuant to this Agreement shall be the property of the City and Operator shall promptly deliver such items in Operator's possession or control to the City; provided, however, Operator shall be entitled to retain copies of its internal work product solely for the purpose of and to the extent necessary to support its internal business records. Intellectual property developed pursuant to this Agreement shall be the property of the City. For purposes of this Agreement, "intellectual property" refers to property (such as patents, trademarks, designs and copyrights) which is the product of invention or creativity and does not exist in a tangible, physical form.
- 7.0.8 The Operator will retain all of its records and supporting documentation relating to this Agreement, and not delivered to the City, for a period of three years except in the event that the Operator goes out of business during that period, it will turn over, to the City, all of its records relating to the Project for retention by the City.

## **ARTICLE 8**

## **TERM; TERMINATION OF AGREEMENT**

- 8.0.1 The extension term of this Agreement begins on the Effective Date established in the first paragraph of the Agreement and will continue through September 30, 2025 unless this Agreement is terminated under Articles 8 or 10.
- 8.0.2 The Agreement may be extended for 2 additional five-year terms under the same terms and conditions. This option, if exercised, is to be executed as a contract renewal, to be issued no sooner than three hundred and sixty-five (365) days prior to expiration of each term of the Agreement, nor later than six (6) months before the final day of the Agreement period. This option to extend requires the mutual agreement of both parties. Refusal by either party to exercise this option to extend will cause the Agreement to expire on the original or mutually agreed upon date. The total period of the Agreement, including all extensions as a result of exercising this option will not exceed a maximum combined term of twenty-five (25) years.
- 8.0.3 Termination. This Agreement may be terminated upon 180 calendar days with prior written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 8.0.4 Either party may terminate this Agreement for convenience without cause and without recourse upon at least three hundred sixty (360) calendar days prior written notice to the non-terminating party.
- 8.0.5 In the event of termination as provided in this Article 8 or Article 10, the City will compensate the Operator for all services performed up to the termination date, which are deemed by the City to be in accordance with this Agreement. The City will pay this amount upon the Operator's delivering to the City all information and materials developed or accumulated by the Operator in performing all services described in this Agreement, whether completed or in progress. The expense of reproduction of these items will be borne by the City.
- 8.0.6 Upon termination for convenience by either party under Section 8.0.4, all rights, powers and privileges of the Operator will cease, and the Operator will immediately vacate any and all space occupied by him under this Agreement, and neither party will make a claim of any kind whatsoever against the other, its agents or representatives, by reason of such termination, or any act incident thereto. The Operator will deliver to the City all information and materials developed or accumulated by the Operator in performing all services described in this Agreement whether completed or in progress.

## **ARTICLE 9 INDEMNITY; INSURANCE; BONDS**

- 9.0.1** The Operator agrees to and will indemnify, hold harmless and defend the City and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action, suits and regulatory actions of any kind or character arising out of or in connection with the Operator's performance, acts, omissions, or failure to act under this Agreement. This will include, but not be limited to, the amounts of judgments, penalties, investigations, settlements, fines, forfeitures, interest, court costs, reasonable legal fees and expert witness fees, and all other expenses incurred by the City arising in favor of any party, including the amounts of any damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to property alleged or actual infringement of patents, copyrights, and trademarks and without limitation by enumeration, all other claims, demands, or causes of action of every character occurring, resulting, or arising from or related to the Operator's activities or performance under this Agreement. This obligation extends to contamination of or adverse effects on the environment after the Effective Date of this Agreement, and any violation or alleged violation of applicable law. This obligation by Operator will not be limited because of the specification of any particular insurance coverage in this Agreement.
- 9.0.2** To the extent permitted by law, the City agrees to and will indemnify, hold harmless and defend Operator its officers and employees from any and all lawsuits, claims, demands and causes of action, suits and regulatory actions of any kind or character arising out of or in connection with the City's performance, acts, omissions, or failure to act under this Agreement. This will include, but not be limited to, the amounts of judgments, penalties, investigations, settlements, fines, forfeitures, interest, court costs, reasonable legal fees and expert witness fees, and all other expenses incurred by the Operator arising in favor of any party, including the amounts of any damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to property alleged or actual infringement of patents, copyrights, and trademarks and without limitation by enumeration, all other claims, demands, or causes of action of every character occurring, resulting, or arising from or related to the City's activities or performance under this Agreement. This obligation extends to contamination of or adverse effects on the environment after the Effective Date of this Agreement, and any violation or alleged violation of applicable law.
- 9.0.3** The parties agree that the indemnity provided in Section 9.0.2 is provided by the City without waiving any immunity to which it may be entitled. The parties further agree that any and all indemnity provided for herein is subject to and shall not exceed the monetary limitations of damages as set forth in the Texas Tort Claims Act.
- 9.0.4** The Operator will procure and maintain at Operator's expense insurance with insurance companies authorized to do business in the State of Texas, covering all

operations under this Agreement, whether performed by Operator or Operator's agents, subcontractors or employees. Before commencing the work and for the duration of this Agreement, the Operator will furnish to the City a certificate or certificates in form satisfactory to the City, showing that Operator has complied with this paragraph. All certificates will provide that the policy will not be changed or canceled until at least thirty (30) calendar days written notice has been given to the City. Commercial general liability, airport premise, hangar keepers liability, non-owned aircraft and motor vehicle insurance will be written with the City of San Marcos, Texas as an additional insured and will be endorsed to provide a waiver of the carrier's right of subrogation against the City. The kinds and amounts of insurance required are as follows:

- a. Workers' Compensation Insurance: In accordance with the provisions of the Workers' Compensation Act of the State of Texas.
- b. Employer's liability insurance: with a limit of at least \$500,000;
- c. Commercial general liability insurance: including contractual liability, completed operations and independent operator's liability, with a combined single limit of at least \$1,000,000 for each occurrence;
- d. Motor vehicle liability insurance: including owned, hired, leased and non-owned vehicles, with a combined single limit of at least \$1,000,000 per occurrence.
- e. Errors and omissions: \$1,000,000 per occurrence.
- f. Airport Premises: \$1,000,000 for each occurrence; including damage from fire.
- g. Hanger Keepers' Liability: \$1,000,000 per occurrence. Limit per aircraft \$1,000,000
- h. Non-Owned Aircraft coverage: \$1,000,000 per occurrence
- i. Employee Dishonesty Insurance: \$300,000 limit. The policy must be endorsed to list the City as sole loss payee.

9.0.5 The stated limits of insurance required by this Paragraph are **minimums only** – they do not limit the Operator's indemnity obligation, and it will be the Operator's responsibility to determine what limits are adequate. These limits may be basic policy limits or any combination of basic limits and umbrella limits. The City may review the insurance coverages and limits annually and make adjustments thereto as determined by the City. The City's acceptance of Certificates of Insurance that do not comply with these requirements in any respect does not release the Operator from compliance with these requirements.

## ARTICLE 10 DEFAULT

10.0.1 The Operator will be deemed in default of the Agreement upon the occurrence of any of the following "Events of Default":

- a. Default in Covenants. The Operator is in default in the performance of any term, covenant, or agreement contained in this Agreement and any such default continues un-remedied by Operator for thirty (30) days after either (a) it becomes known to the Operator or (b) written notice has been given to the Operator by the City.
- b. Voluntary Insolvency: If the Operator becomes insolvent or ceases to pay its debts as they mature or voluntarily files a petition seeking reorganization of, or the appointment of any receiver, trustee, or liquidation for it or a substantial portion of its assets, or effects a plan or other arrangement with creditors, or is adjudicated bankrupt, or makes a voluntary assignment for the benefit of its creditors.
- c. Involuntary Insolvency. If an involuntary petition is filed against the Operator under any bankruptcy, insolvency, or similar law or seeks the reorganization of or the appointment of any receiver, trustee, or liquidator for the Operator, or of a substantial part of the property of the Borrower, and such petition is not dismissed, or such writ or warrant of attachment or similar process is released or bonded within ninety (90) days after filing or levy.
- d. Assignment for the Benefit of Creditors. The making of an assignment for the benefit of creditors;
- e. Appointment of a receiver or trustee for all or substantially all of the assets of Operator.

10.0.2 The occurrence of any of the following shall constitute a “Termination Default” by the Operator:

- a. The failure of Operator to perform any of its obligations under this Agreement;
- b. An act or omission of the Operator that causes or contributes to any lapse, cancelation, denial of coverage, or any other prejudice to the applicability of any insurance required under this Agreement;
- c. The operation and maintenance of or failure to operate and maintain the Airport in a manner that creates or results in a serious and immediate threat to the health welfare of the public;
- d. An act or omission by the Operator its officers, employees, or agents which results in a conviction of a felony under applicable law or which was committed in the performance of or relates to the obligation of responsibilities of the Operator under this Agreement.

10.0.3 Remedies

- a. In the event of a Termination Default under 10.1 and 10.2 (c) or (d) the City shall have the right, upon written notice to the Operator outlining the specific circumstances of the event of Termination Default to immediately enter upon

the Airport Property and suspend or terminate this Agreement and assume responsibility for the maintenance and operation of the Airport;

- b. In the event of a Termination Default by Operation under 10.2(a) or (b), the City shall give written notice of such default to the Operator specifying the reasons therefore. In such event, the Operation shall have thirty (30) days from the date of such notice to cure the default. If the Operator fails to cure such default to the satisfaction of the City, the City may terminate this Agreement upon written notice of termination.
- c. The remedies specified in this Article 10.2 shall be in addition to and not in limitation or in lieu of all other remedies available to the City in Article 8, available at law or in equity.

## **ARTICLE 11 MISCELLANEOUS PROVISIONS**

- 11.0.1 This Agreement is governed by and will be construed under the laws of the State of Texas. Exclusive venue for any dispute arising under this Agreement is in Hays County, Texas.
- 11.0.2 As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations will commence to run and any alleged cause of action will be deemed to have accrued when the party commencing the cause of action knew or should have known of the existence of the subject act(s) or failure(s) to act.
- 11.0.3 The Operator will not use funds received by it directly or indirectly under the terms of this Agreement for any partisan political activity or to further the election or defeat of any candidate for public office.
- 11.0.4 The Operator hereby affirms that Operator and Operator's firm have not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of his/her immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide consulting services to the City within the two years preceding the execution of this Agreement. A campaign contribution, as defined by the Texas Election Code or the San Marcos City Code is not considered a valuable gift for the purposes of this Agreement.
- 11.0.5 In performing all services required under this Agreement, the Operator will not discriminate against any person on the basis of race, color, religion, sex, national origin, age, disability or ancestry or in any way be subjected to discrimination in the use of Airport facilities. The Operator will furnish services on a fair, equal and non-discriminatory basis to all Airport users. A breach of this covenant by the Operator will be regarded as a default of the Agreement.

- 11.0.6 The Operator agrees not to engage in employment practices which have the purpose or effect of discriminating against employees because of race, color, sex, religion, national origin, age, disability or ancestry. A breach of this covenant by the Operator will be regarded as a default of the Agreement.
- 11.0.7 All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. The term “will” is mandatory in this Agreement.
- 11.0.8 Should any provision in this Agreement be found or deemed invalid, the balance of the Agreement shall remain in full force and effect and if legally possible the parties will attempt to reform the invalid provision to best reflect the original intent of the parties.
- 11.0.9 All services provided pursuant to this Agreement are for the exclusive use and benefit of the City.
- 11.0.10 In performing all services under this Agreement, the Operator, its subcontractors, successors and assigns will comply with all local, state and federal laws.
- 11.0.11 The City’s execution of and performance under this Agreement will not act as a waiver by the City of any immunity from suit or liability to which it is entitled under applicable law. The parties acknowledge that the City, in executing and performing this Agreement, is a governmental entity acting in a governmental capacity.
- 11.0.12 The City of San Marcos is governed by the Texas Public Information Act (the “Act”), Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this agreement may be subject to release under the Act. The Operator will not make any reports, information, data, etc. generated under this Agreement available to any individual or organization without the written approval of the City.
- 11.0.13 The captions or headings included in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, articles, or sections of this Agreement.
- 11.0.14 In the event that the performance by either the City or the Operator of any of its obligations under this Agreement is interrupted or delayed by events outside of their control such as acts of God, war, riot or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of such events.
- 11.0.15 In the event of a default or breach of this Agreement by the Operator, the City reserves the right to choose among the remedies for the default or breach available

to the City. These remedies may be used in conjunction with one another or separately, and together with any other statutory or common law remedies available to the City. Any failure by the City to enforce this Agreement with respect to one or more defaults by the Operator will not waive the City's ability to enforce the Agreement after that time.

- 11.0.16 All services provided pursuant to this Agreement are for the exclusive use and benefit of the City and the Agreement will not give rise to any rights in third parties.
- 11.0.17 If applicable, the Operator will pay all license fees, royalties and other costs incident to the use of any invention, design, process, product or device subject to a patent right or copyright held by others in performing the work or in the completed Project.
- 11.0.18 It is expressly agreed that the Operator is an independent contractor and not an employee, agent partner or joint-venturer with the City. The Operator will not pledge or attempt to pledge the credit of the City.
- 11.0.19 It is the City's intent to be proactive with regard to the environment. The City encourages value purchasing of environmentally friendly products. The Operator is encouraged to utilize green solutions in performing any services under the Agreement, as appropriate.
- 11.0.20 The Operator will, prior to execution and any future extension of this Agreement, furnish evidence as may be reasonably requested by the City to show the Operator is financially capable of providing the services set forth in the Agreement.
- 11.0.21 This Agreement will be subordinate to the provisions of any existing or future agreement between the City and the Texas Department of Transportation and any agency or department of the United States of America relative to the ownership, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport. Furthermore, this Agreement may be amended to include provisions required by those agreements.
- 11.0.22 In addition to other remedies available to the City, if the Operator fails to comply with the contract standards for the Airport, the Operator will be liable to the City for all incidental and consequential damages resulting from the noncompliance.
- 11.0.23 Funds for the payment of the City's obligations under this Agreement have been provided through the City budget approved by City Council for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Agreement is considered a recurring requirement and is included as a standard and routine expense of the City to be included in each proposed budget within the foreseeable future. City Council expects this to be an

integral part of future budgets to be approved during the period of this Agreement except for unanticipated needs or events which may prevent such payments against this Agreement. However, the City cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. In the event sufficient funds are not appropriated for the City's continued payment, this Agreement may be terminated by City or Operator without recourse by either party.

## **ARTICLE 12 SUCCESSORS AND ASSIGNS**

- 12.0.1 The City and the Operator, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The City and the Operator will not assign, sublet or transfer any interest in this Agreement without the prior written consent of the other.
- 12.0.2 The Operator will notify the City, in writing, of any change in its partnership/ownership within thirty (30) calendar days of such change.

## **ARTICLE 13 EXTENT OF AGREEMENT**

- 13.0.1 This Agreement, including appendices and referenced attachments represents the entire and integrated Agreement between the City and the Operator and supersedes all prior proposals, negotiations, representations or agreements either written or oral between the parties. In the event of a dispute between the City and Operator regarding the intent of this Agreement, both parties agree that they will construe this Agreement in a manner consistent with the City's Request for Proposals, the Operator's proposal response and the public record of the City Council's approval of this Agreement as applicable. This Agreement may be amended only by written instrument, which must be signed by both the City and the Operator. The San Marcos City Council must approve any such authorization of change in services or amendment if the compensation for which exceeds \$50,000.00.
- 13.0.2 Any exhibits and/or attachments attached to this Agreement are incorporated by reference into this Agreement as though included verbatim herein.
- 13.0.3 In the event of any conflict between this Agreement and the provisions of any exhibit or attachment to this Agreement, this Agreement will govern and control.

## **ARTICLE 14 NOTICES**

14.0.1 Notices required under this Agreement will be provided by the parties to one another by certified mail, return receipt requested, or by confirmed facsimile transmission, to the following addresses or to such other address as the parties may designate in writing to which subsequent notices shall be sent:

**To the City:**  
City Manager  
City of San Marcos  
630 E. Hopkins  
San Marcos, Texas 78666  
Fax: 512.396.4656

**To the Operator**  
Jim Wimberly  
Texas Aviation Partners, LLC.  
1807 Airport Drive, Suite 200  
San Marcos, Texas 78666  
Fax: 512.216.6043

Each of the persons executing this Agreement represents that he or she has full power and authority to execute this Agreement on behalf of the party that person represents. This Agreement will be effective as of the day and year established in the first paragraph of this Agreement.

CITY OF SAN MARCOS

TEXAS AVIATION PARTNERS, LLC

\_\_\_\_\_  
Bert Lumbreras, City Manager

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

\_\_\_\_\_  
(Printed or typed name)

\_\_\_\_\_  
(Title)

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

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

Attest:

Attest:

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or typed name)

\_\_\_\_\_  
(Printed or typed name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)



# Airport Buffer

35 Nautical Miles



This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

0 5 10 20 Miles

City of San Marcos  
Municipal Airport Fund Summary  
2019/2020 Annual Budget

	Actual 2017/2018	Approved 2018/2019	Revised 2018/2019	Adopted 2019/2020
<b>Beginning Unreserved Fund Balance</b>	<b>3,332</b>	<b>24,863</b>	<b>24,863</b>	<b>89</b>
<b>Operating Revenues</b>				
Interest Income	-	-	-	-
Penalties Assessec	-	-	-	-
City-Owned T-Hangar Rentals	58,082	57,600	55,200	55,200
City-Owned Shelter Rentals	12,939	14,280	14,110	14,280
Agricultural Land Lease	134,130	134,130	134,130	134,130
Fuel Flowage Fees	88,497	94,000	69,400	69,400
City-Owned Storage Area Rental	4,850	4,200	4,200	4,200
Private Hangar/Land Rentals	45,772	71,457	75,225	113,786
Commercial Land/Facility Rental	195,331	239,082	200,279	244,809
Tie-Down Rent	20,925	22,500	16,150	16,150
Commercial Gross Receipts	40,644	9,000	36,700	37,900
Other Revenue	-	-	-	-
<b>Total Operating Revenues</b>	<b>601,170</b>	<b>646,249</b>	<b>605,394</b>	<b>689,855</b>
<b>Non-Operating Revenues</b>				
Commercial Land/Facility Improvement Credit	(74,232)	(47,433)	(74,000)	(74,000)
Transfer from General Fund	27,000	-	30,500	-
<b>Total Non-Operating Revenues</b>	<b>(47,232)</b>	<b>(47,433)</b>	<b>(43,500)</b>	<b>(74,000)</b>
<b>Total Revenue</b>	<b>553,938</b>	<b>598,816</b>	<b>561,894</b>	<b>615,855</b>
<b>Operating Expenses</b>				
Contracted Services	448,933	499,637	499,637	508,850
Materials and Supplies	(273)	5,000	5,000	5,000
Other Charges	83,747	94,245	82,031	102,065
<b>Total Operating Expenses</b>	<b>532,407</b>	<b>598,882</b>	<b>586,668</b>	<b>615,915</b>
<b>One-Time Expenses</b>				
One-Time Operating Transfer	-	-	-	-
<b>Total One-Time Expenses</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Expenses</b>				
<b>Ending Unreserved Fund Balance</b>	<b>24,863</b>	<b>24,797</b>	<b>89</b>	<b>29</b>
<b>Fund Balance as a Percentage of Operating Expenses</b>	<b>4.67%</b>	<b>4.14%</b>	<b>0.02%</b>	<b>0.00%</b>



# TEXAS AVIATION PARTNERS

December 17, 2019  
Operation and Management  
Service Agreement Renewal



# ABOUT TEXAS AVIATION PARTNERS

## 72 YEARS OF COMBINED AVIATION EXPERIENCE

Texas Aviation Partners was founded in 2007 with the vision that with well crafted planning, the creation of long-term relationships, and a holistic approach to airport management, general aviation airports can be beacons of economic growth to the communities they serve.

In 2010, after undergoing an RFP process, the city selected TAP to manage the airport with the ultimate goal to promote one of the city's most valuable assets and to attain self-sustainability.

# SCOPE OF SERVICES

## OUTLINED IN ARTICLE 3 OF CONTRACT

### AIRPORT ADMINISTRATION

- Operate airport 24/7 in safe and efficient manner
- Conform to all local, state, and federal laws and regulations
- Perform administrative duties such as invoicing and scheduling
- Develop plans and initiatives to balance airport user and community needs
- Host Airport Advisory Board meetings in accordance with Texas Open Meetings Act

### OPERATION & MANAGEMENT

- Pay directly for all expenses related to the day-to-day operations
- Develop and enforce airport policies, procedures, rates and charges, operational plans, and safety plans
- Assist in drafting airport budget and CIP
- Provide all airport personnel
- Collect all airport rent and fees
- Maintain all lease records
- Solicit and negotiate all lease and agreements

### FACILITY/EQUIPMENT MAINTENANCE

- Regularly inspect all airport property including runways and taxiways for foreign object debris
- Maintain all airport landscaping, fencing, navigational aids, city-owned facilities, aircraft parking areas, etc.
- Maintain all airport-owned equipment and vehicles
- Provide janitorial services
- Procure all tools, equipment, and repair parts necessary for daily routine maintenance activities

# SCOPE OF RESPONSIBILITIES

## OUTLINED IN ARTICLE 3 OF CONTRACT

### REGULATORY AGENCY INTERFACE

- Be fully responsible for and comply with all applicable laws and regulations regarding operation of airport
- Supervise compliance with FAA, TCEQ, and TxDOT regulations and perform all regulatory reporting, notification, and inspection
- Prepare and submit financial and other reports to appropriate state and federal entities for grants

### DEVELOPMENT & MARKETING

- Actively market the airport and promote high quality development
- Optimize airport's financial performance to make airport as self-sustaining as possible
- Promote economic development of airport
- Prepare and keep current informational items for potential users/tenants

# INCOME VS. EXPENSES

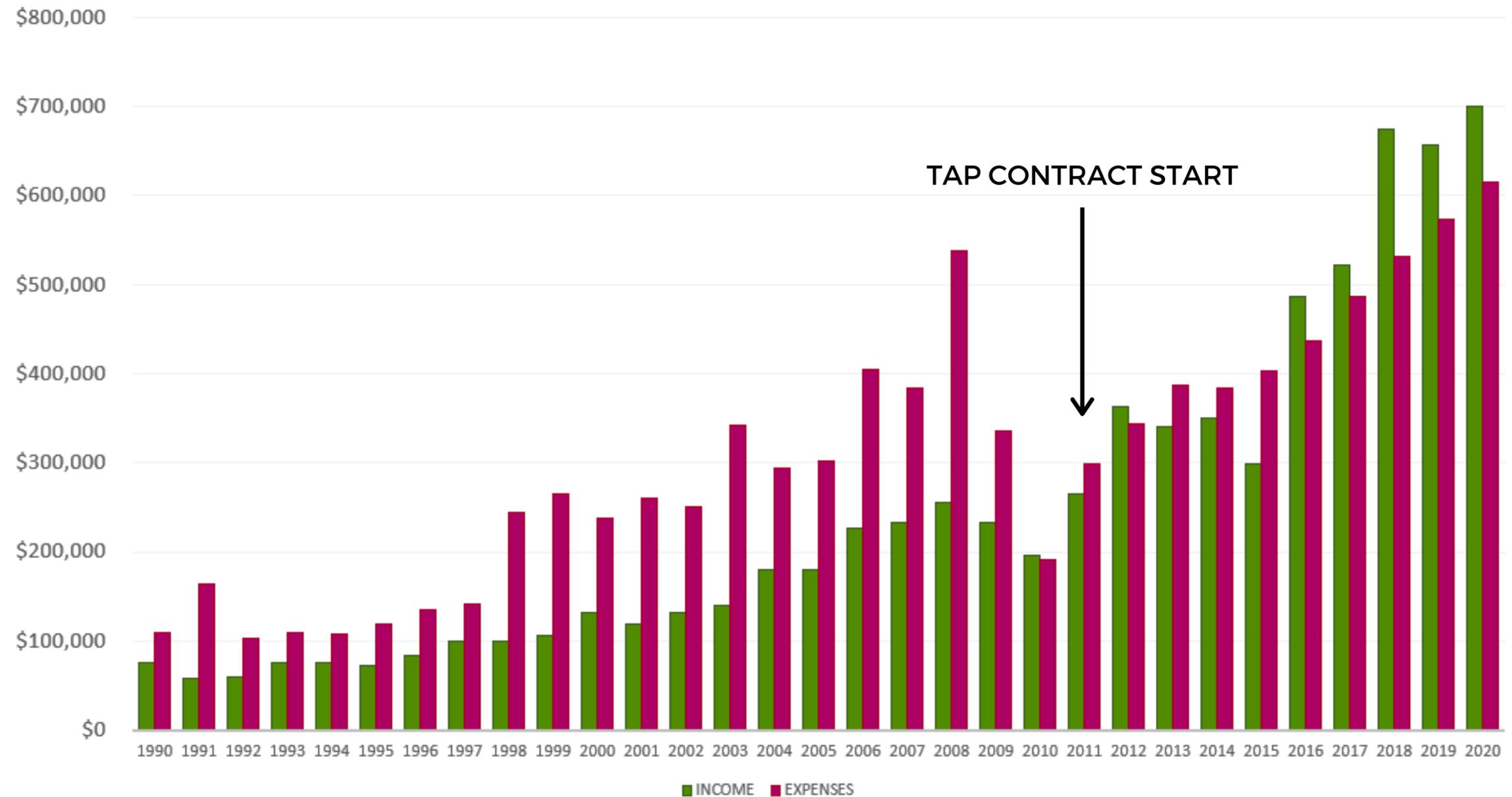


## PRE-TAP REVENUE

- Average annual revenue increase: **8.1%**

## POST-TAP REVENUE

- Average annual revenue increase: **25.6%**



# WHAT WE'VE ACCOMPLISHED

## AIRPORT IMPROVEMENTS



- Acquired GPS approach procedures for all six runway approaches
- Initiated repaving and restriping of Airport Drive
- Coordinated regular tree clearing and brush removal along Highway 21 to improve curb appeal
- Lobbied for and secured installation of tower radar
- Created vehicle lane on ramp to improve traffic flow and safety
- Secured installation of NextGen ADSB Repeater Station
- Completed Phase I of directory and wayfinding signage
- Developed improved airfield, grounds, and facilities maintenance schedule
- Improving airport utilities with new water and sanitary sewer mains and dual power feed
- Drainage and safety improvements along Airport Drive
- Representing the airport for the optimum configuration for airport access from FM 110
- Facilitated City-funding for historic WWII Commemorative Air Force hangar improvements
- Coordinated remodeling of new airport management offices including ADA compliance
- Proactively influenced TxDOT to restripe Highway 21 including left hand turn lanes
- Improved airfield panel signage for safety
- Directed taxiway pavement evaluation
- Coordinated crack sealing on all runways to extend useful life
- Coordinates ongoing repairs for city-owned facilities, leveraging grant funding

# WHAT WE'VE ACCOMPLISHED

## FAA-FUNDED PROJECTS

- Secured FAA 90/10 matching grant funding for and oversaw planning, design, funding, and construction of the following projects totaling nearly \$13M:
  - Taxiway Juliet reconstruction
  - Kilo Development Area construction
  - Runway 13/31 reconstruction
  - Installation of three runway PAPIs
  - Runway 13 run-up area
  - Upgraded airfield lighting regulators
  - AWOS (Automated Weather Observing System) installation
  - Tower-compatible pilot-controlled lighting system
  - Airport entrance widening
  - FAA box hangar
  - Security fence
  - Hazard Wildlife Assessment
  - Business Development Plan
  - Airport Master Plan
- Ensured smooth transition of non-controlled to controlled airspace in conjunction with the opening of the Air Traffic Control Tower
- Acquired 42 acres and new airport management office/public meeting space from Texas State University
- Spearheading updated Airport Master Plan
- Lobbying for supplemental grant funding for reconstruction of taxiways Alpha and Charlie
- Prevented decommission of RAILS associated with ILS on Runway 13

# WHAT WE'VE ACCOMPLISHED

## BUSINESS DEVELOPMENT

- Created 5-year Business Development Plan and completed 80% of implementation recommendations
- Recruited Redbird Skyport to construct 33,000 square foot facility and begin FBO operations
- Assisted Specialized Aero with the expansion of their business operations, including the construction of a new hangar
- Established new lease documents and procedures to streamline leasing process
- Codified and published airport rates and charges
- Negotiated lease for construction of \$2.7M 31,000 square foot maintenance hangar for Berry Aviation
- Recruited Coast Flight Training to expand their veteran pilot training program to San Marcos, increasing traffic counts
- Increased economic impact from \$44.9M to \$82.1M (82% increase) per the Texas Aviation Economic Impact Study commissioned by TxDOT
- Drafted new boundary maps to define property available for development
- Established relationship with city permitting to simplify development process at airport
- Created signage policy for on-airport tenants
- Implemented new insurance requirements to better protect city

# WHAT WE'VE ACCOMPLISHED

## MARKETING & COMMUNITY OUTREACH



- Successfully campaigned to host the first-ever Aircraft Owners and Pilots Association (AOPA) Regional Fly-In in 2014
- Established regular communication with tenants and airport users in the form of monthly newsletters and a regular social media presence
- Changed airport name to reflect FAA regional status
- Designed new logo and brand for airport to use on signage, marketing collaterals, and standalone airport website
- Improved management responsiveness to airport customers with increased staff
- Engaged marketing firm to assist with airport marketing plan
- Initiated preliminary plans for San Marcos hosted airshow
- Designed new standalone airport website and update regularly
- Worked closely with Circuit of the Americas (COTA) since its inaugural event to gain maximum exposure and utilization of the airport
- Established ongoing communication with Caldwell County Commissioners
- Actively engaged with the Texas Legislature through the General Aviation (GA) Caucus
- Draft and publish press releases in conjunction with the communications department
- Give presentations to various local groups on a regular basis including the Chamber of Commerce and Lion's Club
- Work directly with local San Marcos ISD and ACC to increase awareness of job opportunities within aviation
- Coordinated and hosted Go Wheels Up – a three day airshow

# WHAT WE'VE ACCOMPLISHED

## OPERATIONS & ADMIN



- Crafted new Minimum Standards and Rules and Regulations for City Council consideration and approval
- Secured agreement with Randolph Air Force Base to use airport for training flights and emergency procedure drills
- Served as rescue and recovery base for operations associated with 2015 floods
- Lobbied for continued ATCT funding during sequestration
- Host regular Airport Advisory Board meetings on a quarterly basis, tripling regular attendance
- Investigating regional pilot program to obtain US customs presence
- Working closely with the Fire Marshal's office to inspect all facilities at the airport for safety and code compliance
- Procured airband radios and implemented regular training for fire department staff
- Assisted with TxDOT/FAA land release requirements for FM 110
- Maintain SWPPP documentation for airport property
- Attend annual TxDOT and FAA conferences
- Promptly respond to open records requests
- Maintain FAA based aircraft database triggering National Airport System upgrade from Regional to National (one of 10 in Texas)



## Legislation Text

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**File #:** Ord. 2020-01, **Version:** 1

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**AGENDA CAPTION:**

Receive a Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-01, annexing into the City approximately 39.37 acres of land out of the Cyrus Wickson Survey, Abstract No. 474, Hays County, generally located at the western corner of South Old Bastrop Highway and Rattler Road; including procedural provisions; and providing an effective date; and consider approval of Ordinance 2020-01, on the first of two readings.

**Meeting date:** January 7, 2020

**Department:** Planning and Development Services

**Amount & Source of Funding**

**Funds Required:** n/a

**Account Number:** n/a

**Funds Available:** n/a

**Account Name:** n/a

**Fiscal Note:**

**Prior Council Action:** n/a

**City Council Strategic Initiative:**

N/A

**Comprehensive Plan Element (s):**

- Economic Development - Choose an item.
- Environment & Resource Protection - Choose an item.
- Land Use - Direct Growth, Compatible with Surrounding Uses
- Neighborhoods & Housing - Diversified housing options to serve citizens with varying needs and interests
- Parks, Public Spaces & Facilities - Choose an item.
- Transportation - Choose an item.
- Not Applicable

**Master Plan:**

Vision San Marcos - A River Runs Through Us

**Background Information:**

This is a request for a voluntary annexation submitted by Doucet and Associates on behalf of SHC Holdings, LLC, for approximately 39.4 +/- acres of land out of the Cyrus Wickson Survey, Abstract 474, Hays County, generally located at the western corner of South Old Bastrop Hwy and Rattler Road.

The City of San Marcos will provide water and wastewater services at the site. The developer will be responsible for extending water and wastewater facilities through the site. Bluebonnet Electric Cooperative will provide electric service for this development. The City of San Marcos will provide Police, Fire, and EMS services to the site.

Below is a proposed schedule for this annexation, which complies with the Texas Local Government Code requirements:

- City Council Resolution (Approval of Service Agreement and set a public hearing date): December 17, 2019 (Approved)
- City Council Ordinance 1st Reading (Public Hearing): January 7, 2020 (Today)
- City Council Ordinance 2nd Reading: January 21, 2020

**Council Committee, Board/Commission Action:**

n/a

**Alternatives:**

n/a

**Recommendation:**

Staff recommends **approval** of the voluntary annexation request.

**ORDINANCE NO. 2020-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS ANNEXING INTO THE CITY APPROXIMATELY 39.37 ACRES OF LAND OUT OF THE CYRUS WICKSON SURVEY, ABSTRACT NO. 474, HAYS COUNTY, GENERALLY LOCATED AT THE WESTERN CORNER OF SOUTH OLD BASTROP HIGHWAY AND RATTLER ROAD; INCLUDING PROCEDURAL PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.**

**RECITALS:**

1. The owner of approximately 39.37 acres of land out of the Cyrus Wickson Survey, Abstract No. 474, Hays County, generally located at the western corner of South Old Bastrop Highway and Rattler Road, as further described by metes and bounds in Exhibit "A," attached hereto and incorporated herein for all purposes (the "Property"), made a request for the City to annex the Property. A location map of the Property is also shown in Exhibit "A."
2. Said owner of the Property has declined the offer of a development agreement from the City concerning the Property.
3. The Owner and the City have entered into a written agreement for the provision of services to the Property.
4. The Property is contiguous and adjacent to the current boundaries of the City.
5. The City Council held a public hearing regarding the request.
6. The City Council hereby finds and determines that the adoption of the following ordinance is in the interest of the public health, morals, welfare and safety.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:**

**SECTION 1.** The recitals of this ordinance are approved and adopted.

**SECTION 2.** The Property is annexed to and is a part of the City of San Marcos, Texas and subject to the acts, ordinances, resolutions and regulations of the City.

**SECTION 3.** Services to the Property will be provided under the terms of the written agreement for the provision of services entered into between the Owner and the City as noted in Recital 3.

**SECTION 4.** The corporate limits of the City are extended to include the Property.

**SECTION 5.** The inhabitants of the Property are entitled to all the rights and privileges

of other citizens of the City, and are bound by the acts, ordinances, resolutions and regulations of the City.

**SECTION 6.** If any word, phrase, clause, sentence, or paragraph of this ordinance is held to be unconstitutional or invalid by a court of competent jurisdiction, the other provisions of this ordinance will continue in force if they can be given effect without the invalid portion.

**SECTION 7.** All ordinances and resolutions or parts of ordinances or resolutions in conflict with this ordinance are repealed.

**SECTION 8.** This ordinance shall be effective upon its adoption on second reading.

**PASSED AND APPROVED** on first reading on January 7, 2020.

**PASSED, APPROVED AND ADOPTED** on second reading on January 21, 2020.

Jane Hughson  
Mayor

Attest:

Approved:

Tammy K. Cook  
Interim City Clerk

Michael Cosentino  
City Attorney

**EXHIBIT "A"**  
Property Description



Exhibit " — "

7401B Highway 71 West, Suite 160  
Austin, TX 78735  
Office: 512.583.2600  
Fax: 512.583.2601

[Doucetengineers.com](http://Doucetengineers.com)

McCarty Lane  
Hays County, Texas

D&A Job No. 1787-001  
November 27, 2019

**METES & BOUNDS DESCRIPTION**  
For 39.37 acres [1,714,958 square feet].

**BEING A 39.37 ACRE [1,714,957 SQUARE FEET] TRACT OF LAND OUT OF THE CYRUS WICKSON SURVEY, ABSTRACT NUMBER 474, HAYS COUNTY, TEXAS, BEING ALL OF THE CALLED 35.40 ACRE TRACT OF LAND DESCRIBED IN VOLUME 4595, PAGE 398 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], AND A PORTION OF MCCARTY LANE [DEED OF RECORD NOT FOUND, AND OLD BASTROP ROAD [DEED OF RECORD NOT FOUND], SAID 39.37 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a 1/2-inch iron rod found for the east corner of the remainder of Lot 18 of Hillside Village Subdivision, a subdivision of record in Volume 8, Page 148, Plat Records of Hays County, Texas [P.R.H.C.T.], same being the south corner of a called 0.03 acre tract described in Volume 3510, Page 283 [O.P.R.H.C.T.], for the **POINT OF BEGINNING**, same being on the south right-of-way line of said McCarthy Lane;

**THENCE**, N47°47'46"E, across said right-of-way of McCarthy Lane, a distance of 81.64 feet, to an angle point of the tract described herein, same being on the north right-of-way of said McCarthy Lane;

**THENCE** with the north right-of-way of McCarthy Lane the following three (3) courses and distances:

- 1) S48°20'36"E, a distance of 113.94 feet to an angle point of the tract described herein,
- 2) S47°13'24"E, a distance of 40.31 feet to an angle point of the tract described herein, and
- 3) S46°06'12"E, a distance of 171.77 feet to an angle point, found on the north right-of-way of said McCarthy Lane, same being on the west right-of-way of Old Bastrop Road (County Road 266), no record information found;

**THENCE**, S57°34'20"E, across said right-of-way of Old Bastrop Road, a distance of 97.44 feet, to a point of curvature to the left of the tract described herein, same being on the south right-of-way of Old Bastrop Road;

**THENCE** with said curve to the left, an arc length of 39.28 feet, having a radius of 25.00 feet, a delta angle of 90°00'54", and a chord which bears S01°03'54"E, a distance of 35.36 feet, to an angle point found along the said north right-of-way of McCarthy Road;

(CONTINUED ON NEXT PAGE)

COMMITMENT YOU EXPECT.  
EXPERIENCE YOU NEED.  
PEOPLE YOU TRUST.



**THENCE**, S42°26'29"W, across the right-of-way of said McCarthy Lane, a distance of 90.04 feet, to point of curvature to the left of the tract described herein, same being on the south right-of-way of McCarthy Lane;

**THENCE** leaving the south right-of-way of said McCarthy Lane and continuing with the south right-of-way line of said Old Bastrop Road, the following seventeen (17) courses and distances:

- 1) With said curve to the left, an arc length of 45.22 feet, having a radius of 25.00 feet, a delta angle of 103°37'35", and a chord which bears S81°43'02"W a distance of 39.30 feet to a point of curvature to the left of the tract described herein,
- 2) With said curve to the left, an arc length of 170.36 feet, having a radius of 505.95 feet, a delta angle of 19°17'31", and a chord which bears S19°06'14"W a distance of 169.55 feet to an angle point of the tract described herein,
- 3) S08°58'47"W, a distance of 131.08 feet to a point of curvature to the right of the tract described herein,
- 4) With said curve to the right, an arc length of 411.18 feet, having a radius of 540.00 feet, a delta angle of 43°37'40", and a chord which bears S30°47'36"W a distance of 401.32 feet to an angle point of the tract described herein,
- 5) S52°36'25"W, a distance of 18.02 feet to an angle point of the tract described herein,
- 6) S50°32'28"W, a distance of 48.29 feet to an angle point of the tract described herein,
- 7) S52°20'06"W, a distance of 208.92 feet to an angle point of the tract described herein,
- 8) N41°00'32"W, a distance of 11.67 feet to an angle point of the tract described herein,
- 9) S51°06'42"W, a distance of 60.01 feet to an angle point of the tract described herein,
- 10) S41°00'17"E, a distance of 10.34 feet to an angle point of the tract described herein,
- 11) S52°21'10"W, a distance of 209.77 feet to an angle point of the tract described herein,
- 12) N39°21'26"W, a distance of 5.84 feet to an angle point of the tract described herein,
- 13) S55°04'30"W, a distance of 44.99 feet to an angle point of the tract described herein,
- 14) S52°01'14"W, a distance of 53.16 feet to an angle point of the tract described herein,

**(CONTINUED ON NEXT PAGE)**



- 15) S51°59'17"W, a distance of 234.60 feet to an angle point of the tract described herein,
- 16) S27°59'53"W, a distance of 22.97 feet to an angle point of the tract described herein and,
- 17) S55°06'48"W, a distance of 29.55 feet to a point for the south corner of the tract described herein,

**THENCE**, N46°06'13"W, across the said right-of-way of Old Bastrop Road, a distance of 84.66 feet, to 1/2-inch iron rod found on the north right-of-way of said Old Bastrop Road, same being the southeast corner of a called 10.265 acre tract, described in Volume 2761, Page 162 [O.P.R.H.C.T.], and same being the south corner of said 35.40-acre tract;

**THENCE**, N46°06'13"W, with the line common to said 35.40 acres and said 10.265 acres, for a distance of 1,335.73 feet to 1/2-inch iron rod, found for the west corner of said 35.40 acre-tract, the north corner of said 10.265 acres, and same being in the southeast line of a called 60.435 acre tract described in Volume 3698, Page 591 [O.P.R.H.C.T.], and for the west corner of the tract described herein;

**THENCE**, N44°08'35"E, with the line common to said 35.40 acres, and said 60.435 acres, for a distance of 697.25 feet to a 1/2-inch iron rod found for the westerly north corner of said 35.40 acres, and for the west corner of Lot 9 of said A Hillside Village, Section 1, and for the most westerly north corner of the tract described herein;

**THENCE**, with the lines common to said 35.40-acre tract and said Hillside Subdivision Section One, the following seven (7) courses and distances;

- 1) S46°01'51"E, a distance of 335.04 feet to a 1/2-inch iron rod with "Byrn" cap, found for the south corner of said Lot 9, same being in the northwest right-of-way line of Cerro Vista Drive, 60 feet wide per recorded plat, and an angle corner of the tract described herein;
- 2) S19°22'40"E, for a distance of 67.29 feet to a 1/2-inch iron rod, found in the southeast right-of-way line of Cerro Vista Drive, same being the west corner of Lot 17 of said A Hillside Village, Section 1, and an angle corner of the tract described herein;
- 3) S46°02'02" E, a distance of 286.55 feet to a 1/2-inch iron rod, found for the south corner of Lot 17, and an angle corner of the tract described herein,
- 4) N44°07'40"E, passing at a distance of 233.93 feet, a 1/2 inch iron rod, found for the common southerly corner of Lots 16 and 15, and continuing in all 350.84 feet to 1/2 inch iron rod found for an angle point in a northwest line of said 35.40 acres and the herein described tract, same being the common southerly corner of Lots 15 and 14,

**CONTINUED ON NEXT PAGE**



- 5) N47°46'10"E, passing at a distance of 117.71 feet a 1/2 inch iron rod, found for the common southerly corner of Lots 14 and 13, and passing at 235.47 feet a 1/2 inch iron rod, found for the common southerly corner of Lots 13 and 12, and continuing in all 273.51 feet to a 1/2 inch iron rod, found for an exterior corner of said 35.40 acres and the herein described tract, same being the west corner of said remainder of Lot 18;
- 6) S46°08'50" E, a distance of 159.87 feet to a 1/2-inch iron rod, found for the south corner of Lot 18, and an angle corner of the tract described herein,
- 7) N47°47'46"E, a distance of 321.75 feet, back to the **POINT OF BEGINNING** of the herein described tract and containing 39.37 acres [1,714,958 square feet].

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010.  
Units: U.S. Survey Feet.

This survey was performed without the benefit of a title commitment. Easements or other matters of record may exist where none are shown.

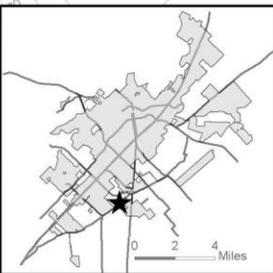
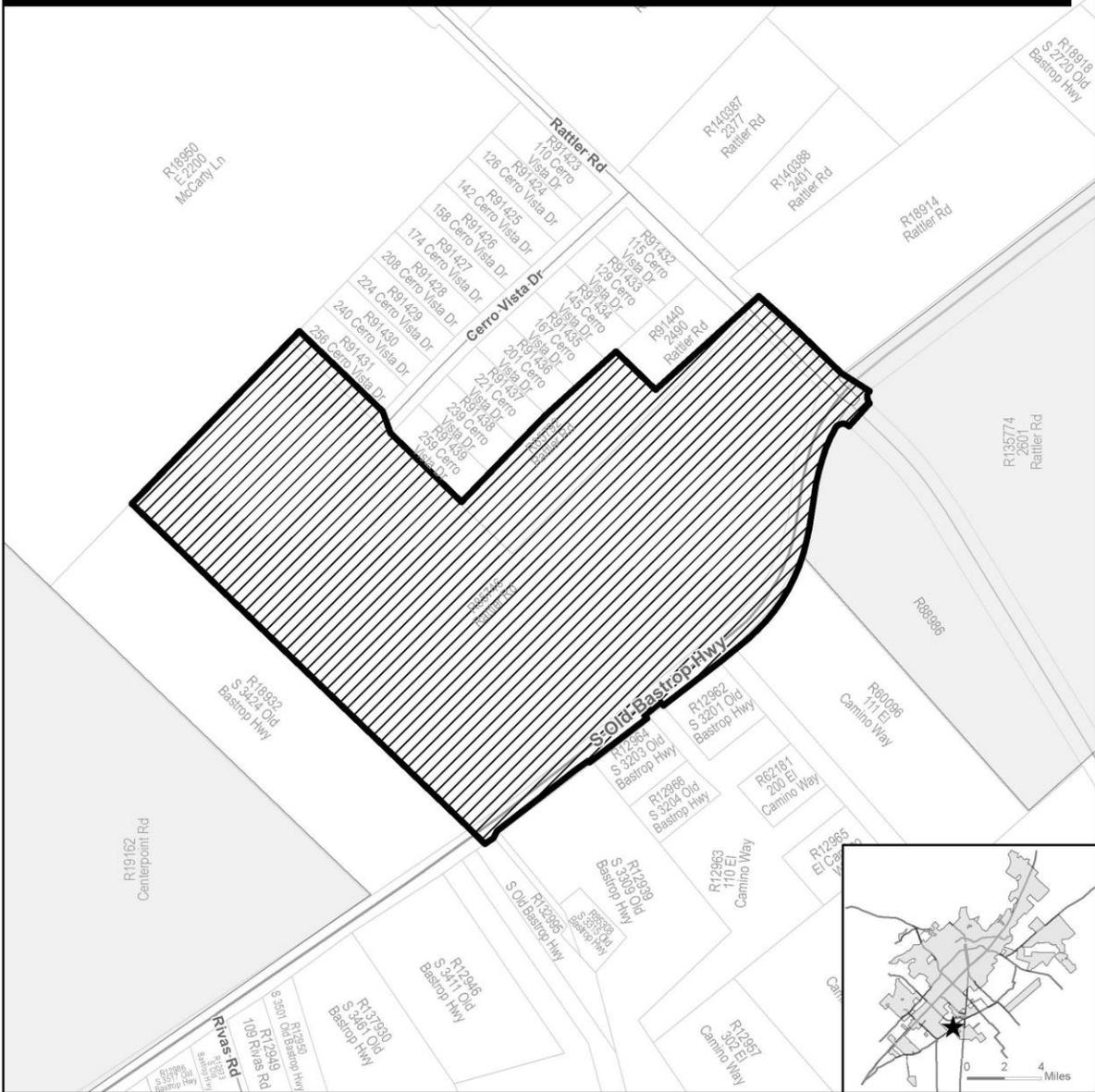
This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

  
\_\_\_\_\_  
Garrett Cavaiuolo  
Registered Professional Land Surveyor  
Texas Registration No. 6714  
Doucet & Associates, Inc.  
GCavaiuolo@DoucetEngineers.com  
TBPLS Firm No. 10105800

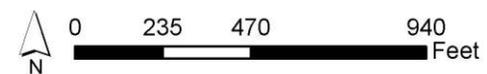
4/27/19  
Date



# AN-19-03 Location Map Annexation - South Old Bastrop Hwy / Rattler Road



- ★ Site Location
-  Subject Property
-  Parcel
-  City Limit

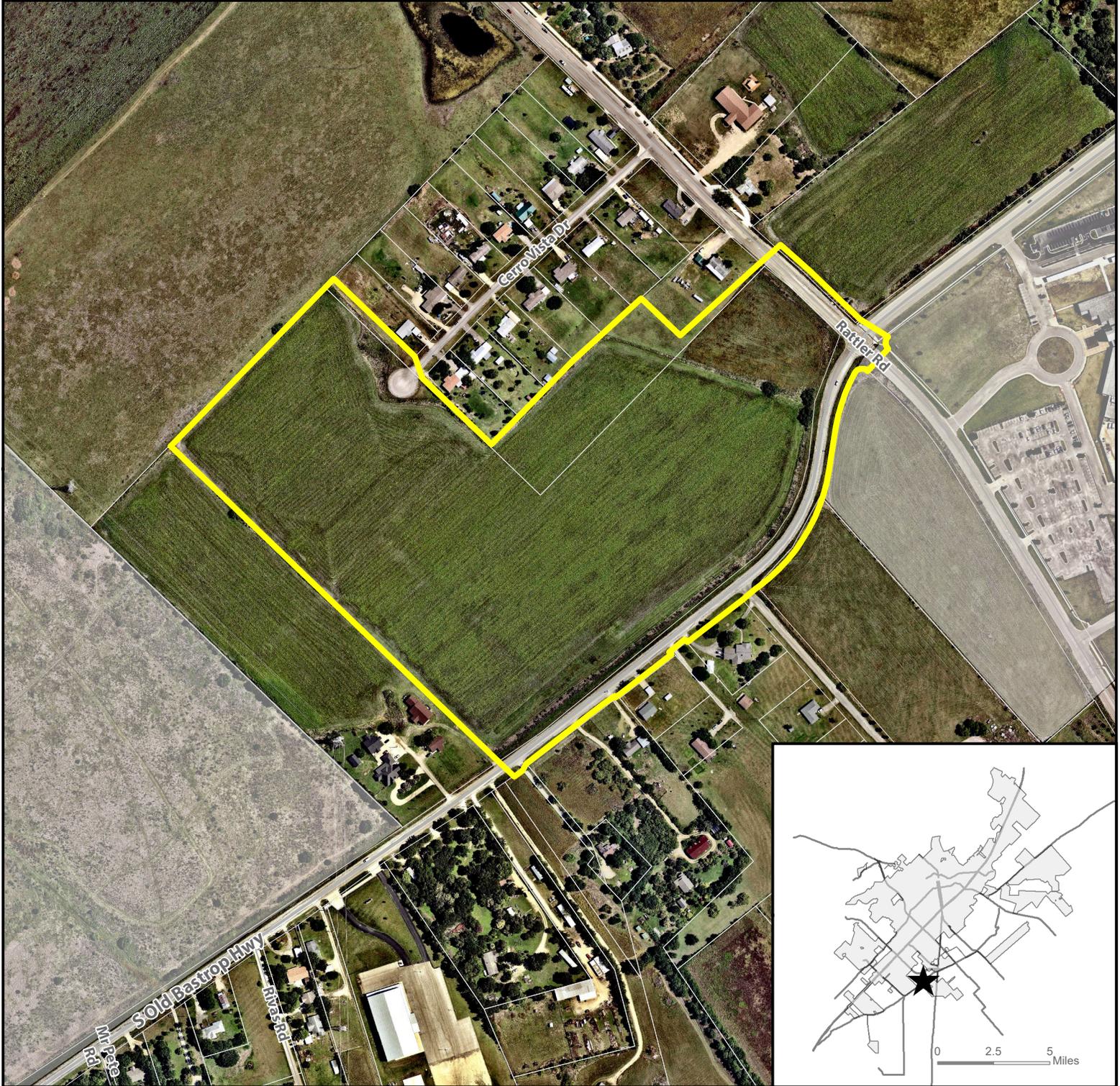


This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

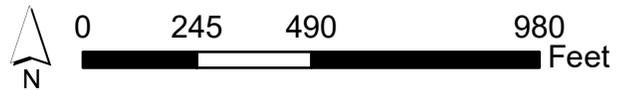
Map Date: 11/18/2019



# AN-19-03 Aerial View Annexation - South Old Bastrop Hwy / Rattler



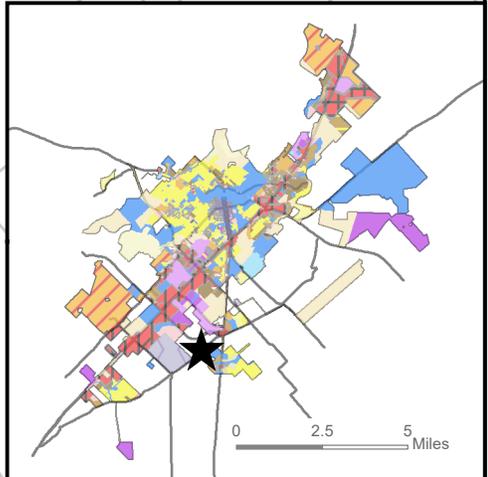
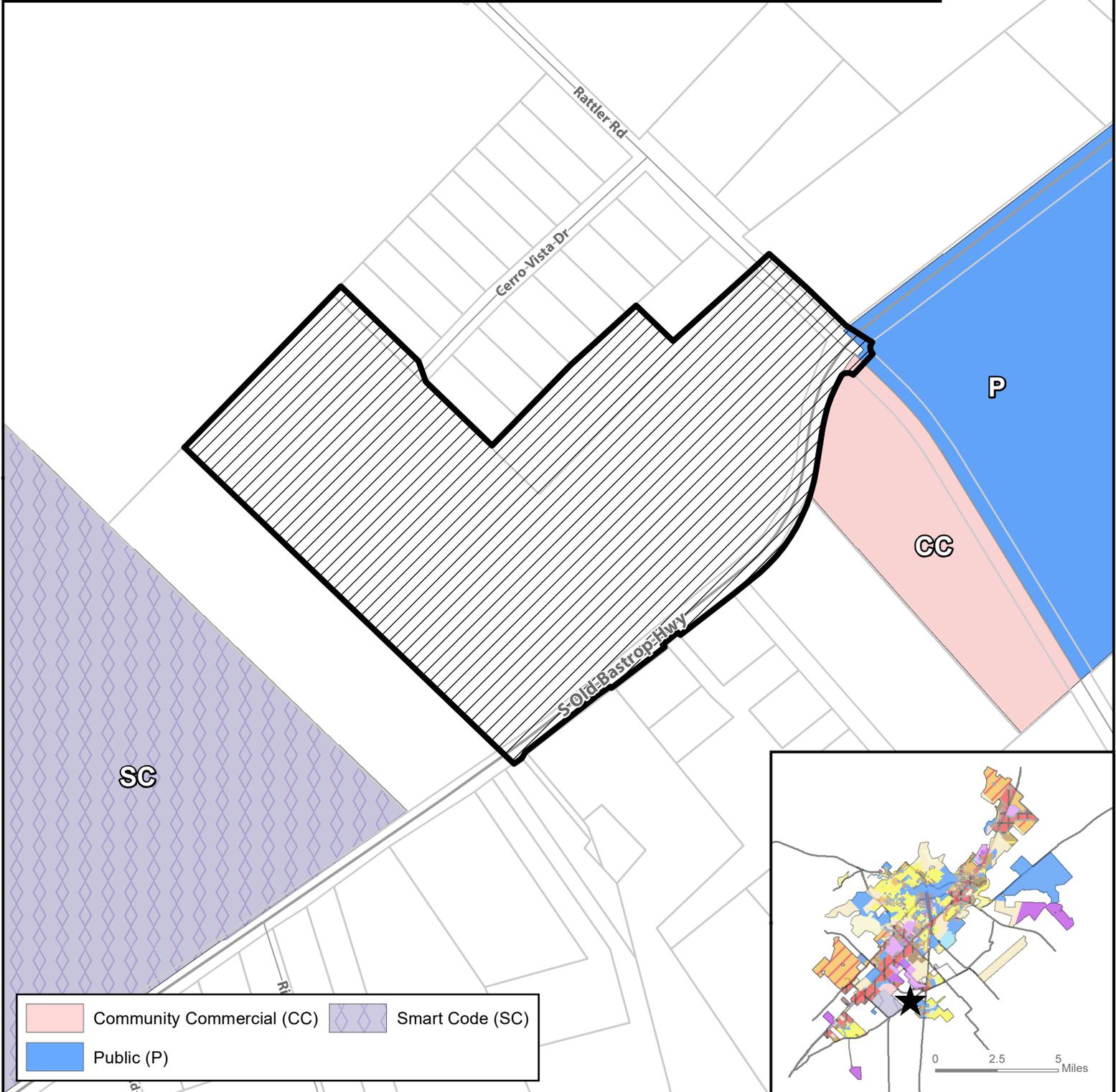
- ★ Site Location
- ▭ Subject Property
- ▭ Parcel
- ▭ City Limit



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Imagery from 2017.

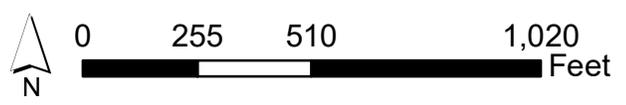
Map Date: 11/18/2019

# AN-19-03 Existing Zoning Map Annexation - South Old Bastrop Hwy / Rattler Road



	Community Commercial (CC)		Smart Code (SC)
	Public (P)		

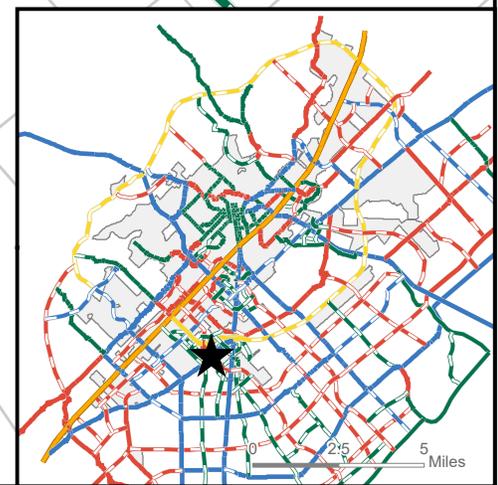
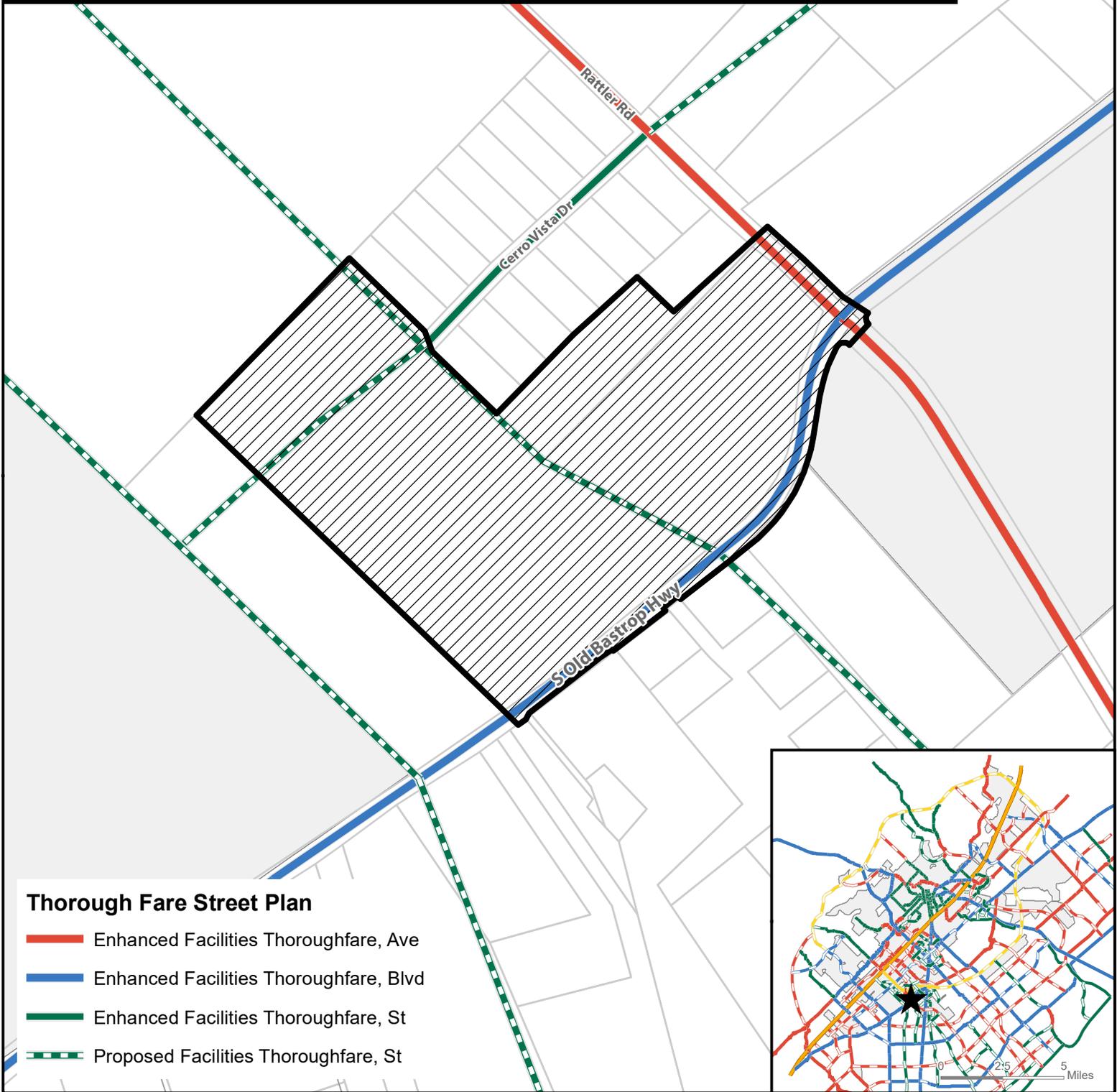
-  **Site Location**
-  **Subject Property**
-  **Parcels**
-  **City Limit**



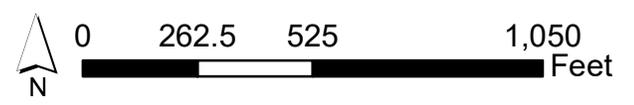
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Map Date: 11/18/2019

# AN-19-04 Transportation Master Plan Annexation - South Old Bastrop Hwy / Rattler Road



- ★ Site Location
- ▨ Subject Property
- Parcels
- City Limit

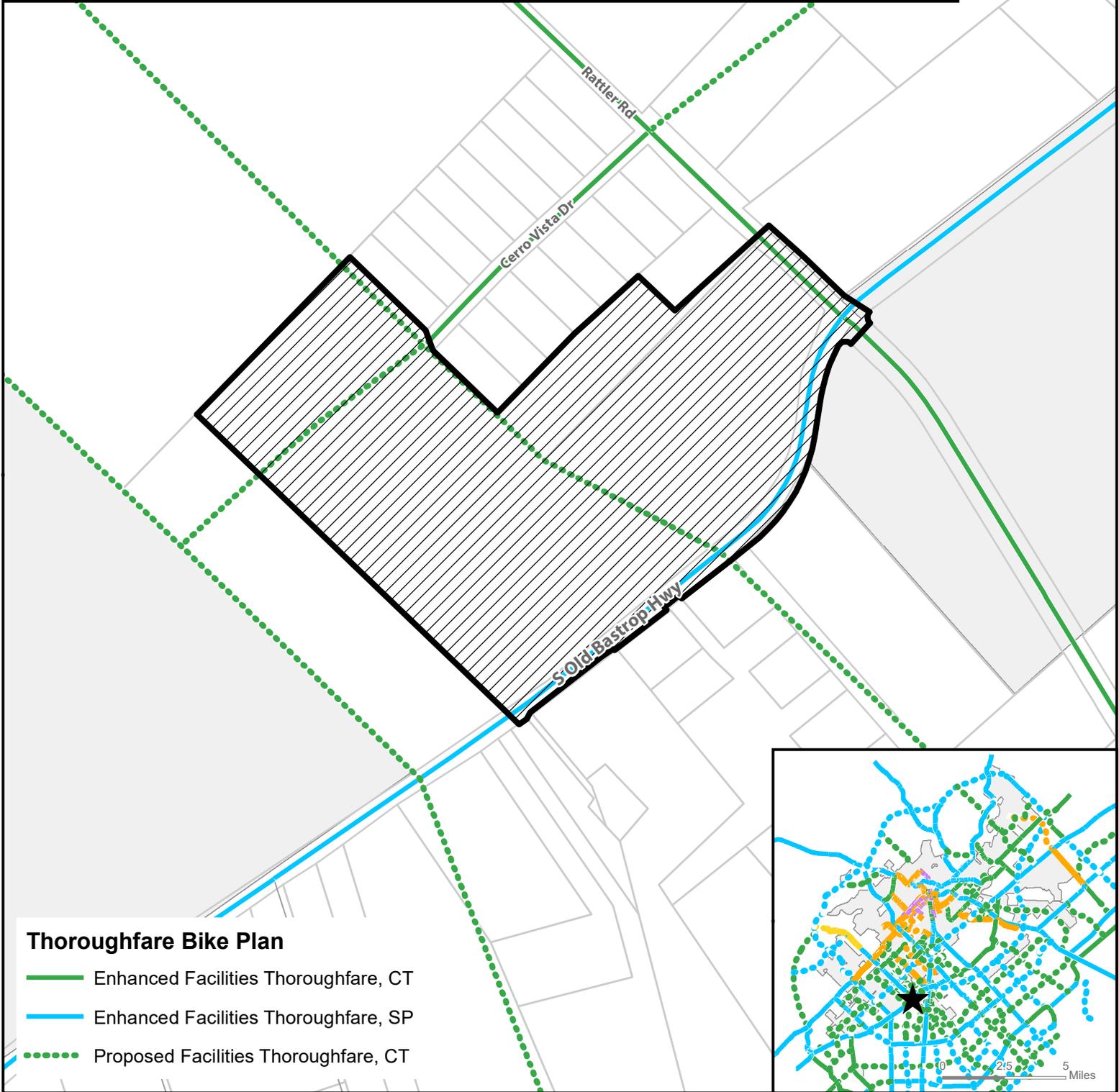


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Map Date: 11/18/2019

# AN-19-04

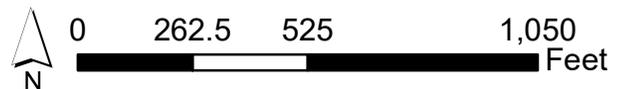
## Transportation Master Plan - Bike Facilities Annexation - South Old Bastrop Hwy / Rattler Road



### Thoroughfare Bike Plan

- Enhanced Facilities Thoroughfare, CT
- Enhanced Facilities Thoroughfare, SP
- Proposed Facilities Thoroughfare, CT

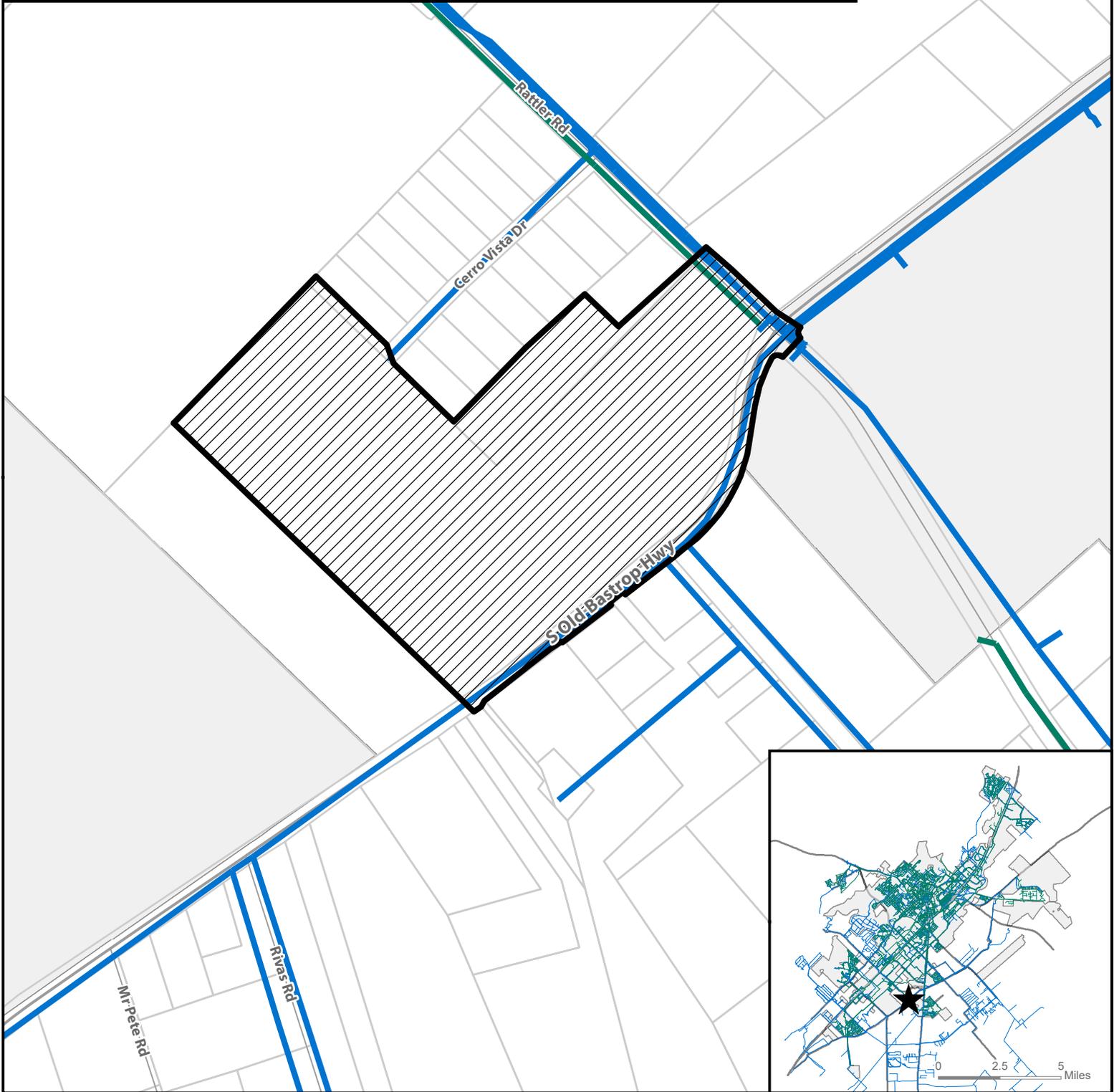
- ★ Site Location
- ▨ Subject Property
- Parcels
- City Limit



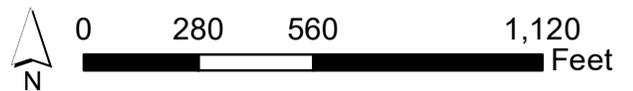
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Map Date: 11/18/2019

# AN-19-03 Water/Wastewater Lines Annexation - South Old Bastrop Hwy / Rattler



- ★ Site Location
- ▨ Subject Property
- Parcels
- City Limit
- Sanitary Main
- Water Main



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Map Date: 11/18/2019

**AGREEMENT FOR THE PROVISION OF SERVICES**  
(Pursuant to Tex. Local Gov't Code §43.0672)

**Date:** December 17, 2019

**Owner:** SHC, HOLDINGS, LLC, PO BOX 160523, Austin, TX 78716-0523

**City:** City of San Marcos, Texas, a home rule municipal corporation, 630, East Hopkins Street, San Marcos, Texas 78666

**Property:** As described in Exhibit A.

---

1. The Owner has petitioned the City and the City has elected to annex the Property into the corporate limits of the City. Pursuant to Tex. Local Gov't Code §43.0672, the Owner and the City enter this agreement (the "Agreement") for the provision of services to the Property when annexed.

2. By this Agreement, the Owner affirms its consent to such annexation of the Property by the City and that Owner does not wish to enter into and has declined the offer from the City of a development agreement under Sections 43.016 and 212.172 of the Texas Local Government Code.

3. In consideration of the mutual benefits to the Owner and the City arising from the annexation of the Property, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Owner and the City enter into this Agreement and agree that services to the Property will be provided as described in Exhibit B.

4. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas. Venue for any legal proceedings shall lie in state courts located in Hays County, Texas. Venue for any matters in federal court will be in the United States District Court for the Western District of Texas.

5. If any word, phrase, clause, sentence, or paragraph of this Agreement is held to be unconstitutional or invalid by a court of competent jurisdiction, the other provisions of this Agreement will continue in force if they can be given effect without the invalid portion.

6. This Agreement shall be binding upon Owner, and Owner's heirs, successors and assigns, and all future owners of all or any portion of the Property.

7. This Agreement will become effective as of the date an ordinance annexing the Property is finally passed, approved and adopted by the City's city council (the Effective Date).

[SIGNATURES ON NEXT PAGE]

**CITY:**

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

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

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

**ACKNOWLEDGMENT**

STATE OF TEXAS           §

§

COUNTY OF HAYS         §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, \_\_\_\_\_ of the City of San Marcos, in such capacity, on  
behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

**OWNER:**  
**SHC HOLDINGS LLC, a Texas limited liability company**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_ in such  
capacity on behalf of said entity.

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

## EXHIBIT A



Exhibit “ — ”

7401B Highway 71 West, Suite 160  
Austin, TX 78735  
Office: 512.583.2600  
Fax: 512.583.2601

[Doucetengineers.com](http://Doucetengineers.com)

McCarty Lane  
Hays County, Texas

D&A Job No. 1787-001  
November 27, 2019

### METES & BOUNDS DESCRIPTION For 39.37 acres [1,714,958 square feet].

**BEING A 39.37 ACRE [1,714,957 SQUARE FEET] TRACT OF LAND OUT OF THE CYRUS WICKSON SURVEY, ABSTRACT NUMBER 474, HAYS COUNTY, TEXAS, BEING ALL OF THE CALLED 35.40 ACRE TRACT OF LAND DESCRIBED IN VOLUME 4595, PAGE 398 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], AND A PORTION OF MCCARTY LANE [DEED OF RECORD NOT FOUND, AND OLD BASTROP ROAD [DEED OF RECORD NOT FOUND], SAID 39.37 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a 1/2-inch iron rod found for the east corner of the remainder of Lot 18 of Hillside Village Subdivision, a subdivision of record in Volume 8, Page 148, Plat Records of Hays County, Texas [P.R.H.C.T.], same being the south corner of a called 0.03 acre tract described in Volume 3510, Page 283 [O.P.R.H.C.T.], for the **POINT OF BEGINNING**, same being on the south right-of-way line of said McCarthy Lane;

**THENCE**, N47°47'46"E, across said right-of-way of McCarthy Lane, a distance of 81.64 feet, to an angle point of the tract described herein, same being on the north right-of-way of said McCarthy Lane;

**THENCE** with the north right-of-way of McCarthy Lane the following three (3) courses and distances:

- 1) S48°20'36"E, a distance of 113.94 feet to an angle point of the tract described herein,
- 2) S47°13'24"E, a distance of 40.31 feet to an angle point of the tract described herein, and
- 3) S46°06'12"E, a distance of 171.77 feet to an angle point, found on the north right-of-way of said McCarthy Lane, same being on the west right-of-way of Old Bastrop Road (County Road 266), no record information found;

**THENCE**, S57°34'20"E, across said right-of-way of Old Bastrop Road, a distance of 97.44 feet, to a point of curvature to the left of the tract described herein, same being on the south right-of-way of Old Bastrop Road;

**THENCE** with said curve to the left, an arc length of 39.28 feet, having a radius of 25.00 feet, a delta angle of 90°00'54", and a chord which bears S01°03'54"E, a distance of 35.36 feet, to an angle point found along the said north right-of-way of McCarthy Road;

(CONTINUED ON NEXT PAGE)

COMMITMENT YOU EXPECT.  
EXPERIENCE YOU NEED.  
PEOPLE YOU TRUST.



**THENCE**, S42°26'29"W, across the right-of-way of said McCarthy Lane, a distance of 90.04 feet, to point of curvature to the left of the tract described herein, same being on the south right-of-way of McCarthy Lane;

**THENCE** leaving the south right-of-way of said McCarthy Lane and continuing with the south right-of-way line of said Old Bastrop Road, the following seventeen (17) courses and distances:

- 1) With said curve to the left, an arc length of 45.22 feet, having a radius of 25.00 feet, a delta angle of 103°37'35", and a chord which bears S81°43'02"W a distance of 39.30 feet to a point of curvature to the left of the tract described herein,
- 2) With said curve to the left, an arc length of 170.36 feet, having a radius of 505.95 feet, a delta angle of 19°17'31", and a chord which bears S19°06'14"W a distance of 169.55 feet to an angle point of the tract described herein,
- 3) S08°58'47"W, a distance of 131.08 feet to a point of curvature to the right of the tract described herein,
- 4) With said curve to the right, an arc length of 411.18 feet, having a radius of 540.00 feet, a delta angle of 43°37'40", and a chord which bears S30°47'36"W a distance of 401.32 feet to an angle point of the tract described herein,
- 5) S52°36'25"W, a distance of 18.02 feet to an angle point of the tract described herein,
- 6) S50°32'28"W, a distance of 48.29 feet to an angle point of the tract described herein,
- 7) S52°20'06"W, a distance of 208.92 feet to an angle point of the tract described herein,
- 8) N41°00'32"W, a distance of 11.67 feet to an angle point of the tract described herein,
- 9) S51°06'42"W, a distance of 60.01 feet to an angle point of the tract described herein,
- 10) S41°00'17"E, a distance of 10.34 feet to an angle point of the tract described herein,
- 11) S52°21'10"W, a distance of 209.77 feet to an angle point of the tract described herein,
- 12) N39°21'26"W, a distance of 5.84 feet to an angle point of the tract described herein,
- 13) S55°04'30"W, a distance of 44.99 feet to an angle point of the tract described herein,
- 14) S52°01'14"W, a distance of 53.16 feet to an angle point of the tract described herein,

**(CONTINUED ON NEXT PAGE)**



- 15) S51°59'17"W, a distance of 234.60 feet to an angle point of the tract described herein,
- 16) S27°59'53"W, a distance of 22.97 feet to an angle point of the tract described herein and,
- 17) S55°06'48"W, a distance of 29.55 feet to a point for the south corner of the tract described herein,

**THENCE**, N46°06'13"W, across the said right-of-way of Old Bastrop Road, a distance of 84.66 feet, to 1/2-inch iron rod found on the north right-of-way of said Old Bastrop Road, same being the southeast corner of a called 10.265 acre tract, described in Volume 2761, Page 162 [O.P.R.H.C.T.], and same being the south corner of said 35.40-acre tract;

**THENCE**, N46°06'13"W, with the line common to said 35.40 acres and said 10.265 acres, for a distance of 1,335.73 feet to 1/2-inch iron rod, found for the west corner of said 35.40 acre-tract, the north corner of said 10.265 acres, and same being in the southeast line of a called 60.435 acre tract described in Volume 3698, Page 591 [O.P.R.H.C.T.], and for the west corner of the tract described herein;

**THENCE**, N44°08'35"E, with the line common to said 35.40 acres, and said 60.435 acres, for a distance of 697.25 feet to a 1/2-inch iron rod found for the westerly north corner of said 35.40 acres, and for the west corner of Lot 9 of said A Hillside Village, Section 1, and for the most westerly north corner of the tract described herein;

**THENCE**, with the lines common to said 35.40-acre tract and said Hillside Subdivision Section One, the following seven (7) courses and distances;

- 1) S46°01'51"E, a distance of 335.04 feet to a 1/2-inch iron rod with "Byrn" cap, found for the south corner of said Lot 9, same being in the northwest right-of-way line of Cerro Vista Drive, 60 feet wide per recorded plat, and an angle corner of the tract described herein;
- 2) S19°22'40"E, for a distance of 67.29 feet to a 1/2-inch iron rod, found in the southeast right-of-way line of Cerro Vista Drive, same being the west corner of Lot 17 of said A Hillside Village, Section 1, and an angle corner of the tract described herein;
- 3) S46°02'02" E, a distance of 286.55 feet to a 1/2-inch iron rod, found for the south corner of Lot 17, and an angle corner of the tract described herein,
- 4) N44°07'40"E, passing at a distance of 233.93 feet, a 1/2 inch iron rod, found for the common southerly corner of Lots 16 and 15, and continuing in all 350.84 feet to 1/2 inch iron rod found for an angle point in a northwest line of said 35.40 acres and the herein described tract, same being the common southerly corner of Lots 15 and 14,

**CONTINUED ON NEXT PAGE**



- 5) N47°46'10"E, passing at a distance of 117.71 feet a 1/2 inch iron rod, found for the common southerly corner of Lots 14 and 13, and passing at 235.47 feet a 1/2 inch iron rod, found for the common southerly corner of Lots 13 and 12, and continuing in all 273.51 feet to a 1/2 inch iron rod, found for an exterior corner of said 35.40 acres and the herein described tract, same being the west corner of said remainder of Lot 18;
- 6) S46°08'50" E, a distance of 159.87 feet to a 1/2-inch iron rod, found for the south corner of Lot 18, and an angle corner of the tract described herein,
- 7) N47°47'46"E, a distance of 321.75 feet, back to the **POINT OF BEGINNING** of the herein described tract and containing 39.37 acres [1,714,958 square feet].

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010.  
Units: U.S. Survey Feet.

This survey was performed without the benefit of a title commitment. Easements or other matters of record may exist where none are shown.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

  
\_\_\_\_\_  
Garrett Cavauiolo  
Registered Professional Land Surveyor  
Texas Registration No. 6714  
Doucet & Associates, Inc.  
GCavauiolo@DoucetEngineers.com  
TBPLS Firm No. 10105800

4/27/19  
Date



## **EXHIBIT B**

When the Property is annexed, services will be provided to the Property as follows:

### **1. Police Protection**

Police services, including patrolling, response to calls and other routine services, will begin on the Effective Date of the annexation using existing personnel and equipment.

### **2. Fire Protection**

Fire protection services, including emergency response calls, will begin on the Effective Date of the annexation using existing personnel and equipment and within the limitations of the available water supply.

### **3. Emergency Medical Services**

Emergency medical services, including emergency response calls, will continue at the same level of service after the annexation. The City of San Marcos contracts for emergency medical services through the San Marcos – Hays County EMS, which already provides service to the area being annexed.

### **4. Solid Waste Collection**

Solid waste collection services, provided under contract with a private company, will be made available to all properties on the Effective Date of the annexation. Residents of the Property may elect to continue using the services of a private solid waste hauler for a period of two years after the Effective Date of the annexation. Businesses and institutions must make arrangements with private solid waste haulers.

### **5. Operation and Maintenance of Water and Wastewater Facilities**

**a. Water.** The Property is located within an area over which the City of San Marcos holds a Certificate of Convenience and Necessity (CCN) for water service. The City will make water service available to the Property on the Effective Date of the annexation on the same basis as available to other owners of property in the City, i.e., the Owner is solely responsible for the cost to construct and extend all infrastructure, facilities, and lines necessary to serve the Property.

**b. Wastewater.** The Property is not covered by a CCN for wastewater service, however, the City of San Marcos has wastewater lines adjacent to the Property and agrees to make wastewater service available to the Property on the Effective Date of the annexation on the same basis as available to other owners of property in the City, i.e., the Owner is solely responsible for the cost to construct and extend all infrastructure, facilities, and lines necessary to serve the Property. In addition, the City is in the process of adding the Property as an area covered by the City's CCN for wastewater service.

### **6. Construction, Operation and Maintenance of Roads and Streets**

As new development occurs within the Property, the Owner(s) of Property will be required to construct streets at the Owner's sole expense in accordance with applicable ordinances of the City.

### **7. Electric Service**

The Property is located in the Bluebonnet Electric Cooperative service area. Thus, the City will not provide electric service to the Property.

### **8. Operation and Maintenance of Parks, Playgrounds, and/or Swimming Pools**

No parks, playgrounds, and/or swimming pools currently exist within the Property. The same standards and policies now established and in force within the city limits will be followed in maintaining and expanding recreational facilities to serve the Property. Upon annexation, the owners and residents of property located within the Property shall be entitled to the use of all municipal parks and recreational facilities, subject to the same restrictions, fees, and availability that pertains to the use of those facilities by other citizens of the city.

### **9. Operation and Maintenance of Other Public Facilities, Buildings, and Services**

No other public facilities, buildings, or services currently exist within the Property. The same standards and policies now established and in force within the city limits will be followed in maintaining and expanding other public facilities, building, and services. Upon annexation, the owners and residents of property located within the Property shall be entitled to the use of all municipal facilities, buildings, and services, subject to the same restrictions, fees, and availability that pertains to the use of those facilities and services by other citizens of the city.



McCarty Lane  
Hays County, Texas

D&A Job No. 1787-001  
November 27, 2019

**METES & BOUNDS DESCRIPTION**  
For 39.37 acres [1,714,958 square feet].

**BEING A 39.37 ACRE [1,714,957 SQUARE FEET] TRACT OF LAND OUT OF THE CYRUS WICKSON SURVEY, ABSTRACT NUMBER 474, HAYS COUNTY, TEXAS, BEING ALL OF THE CALLED 35.40 ACRE TRACT OF LAND DESCRIBED IN VOLUME 4595, PAGE 398 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], AND A PORTION OF MCCARTY LANE [DEED OF RECORD NOT FOUND, AND OLD BASTROP ROAD [DEED OF RECORD NOT FOUND], SAID 39.37 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a 1/2-inch iron rod found for the east corner of the remainder of Lot 18 of Hillside Village Subdivision, a subdivision of record in Volume 8, Page 148, Plat Records of Hays County, Texas [P.R.H.C.T.], same being the south corner of a called 0.03 acre tract described in Volume 3510, Page 283 [O.P.R.H.C.T.], for the **POINT OF BEGINNING**, same being on the south right-of-way line of said McCarthy Lane;

**THENCE**, N47°47'46"E, across said right-of-way of McCarthy Lane, a distance of 81.64 feet, to an angle point of the tract described herein, same being on the north right-of-way of said McCarthy Lane;

**THENCE** with the north right-of-way of McCarthy Lane the following three (3) courses and distances:

- 1) S48°20'36"E, a distance of 113.94 feet to an angle point of the tract described herein,
- 2) S47°13'24"E, a distance of 40.31 feet to an angle point of the tract described herein, and
- 3) S46°06'12"E, a distance of 171.77 feet to an angle point, found on the north right-of-way of said McCarthy Lane, same being on the west right-of-way of Old Bastrop Road (County Road 266), no record information found;

**THENCE**, S57°34'20"E, across said right-of-way of Old Bastrop Road, a distance of 97.44 feet, to a point of curvature to the left of the tract described herein, same being on the south right-of-way of Old Bastrop Road;

**THENCE** with said curve to the left, an arc length of 39.28 feet, having a radius of 25.00 feet, a delta angle of 90°00'54", and a chord which bears S01°03'54"E, a distance of 35.36 feet, to an angle point found along the said north right-of-way of McCarthy Road;

**(CONTINUED ON NEXT PAGE)**

**THENCE**, S42°26'29"W, across the right-of-way of said McCarthy Lane, a distance of 90.04 feet, to point of curvature to the left of the tract described herein, same being on the south right-of-way of McCarthy Lane;

**THENCE** leaving the south right-of-way of said McCarthy Lane and continuing with the south right-of-way line of said Old Bastrop Road, the following seventeen (17) courses and distances:

- 1) With said curve to the left, an arc length of 45.22 feet, having a radius of 25.00 feet, a delta angle of 103°37'35", and a chord which bears S81°43'02"W a distance of 39.30 feet to a point of curvature to the left of the tract described herein,
- 2) With said curve to the left, an arc length of 170.36 feet, having a radius of 505.95 feet, a delta angle of 19°17'31", and a chord which bears S19°06'14"W a distance of 169.55 feet to an angle point of the tract described herein,
- 3) S08°58'47"W, a distance of 131.08 feet to a point of curvature to the right of the tract described herein,
- 4) With said curve to the right, an arc length of 411.18 feet, having a radius of 540.00 feet, a delta angle of 43°37'40", and a chord which bears S30°47'36"W a distance of 401.32 feet to an angle point of the tract described herein,
- 5) S52°36'25"W, a distance of 18.02 feet to an angle point of the tract described herein,
- 6) S50°32'28"W, a distance of 48.29 feet to an angle point of the tract described herein,
- 7) S52°20'06"W, a distance of 208.92 feet to an angle point of the tract described herein,
- 8) N41°00'32"W, a distance of 11.67 feet to an angle point of the tract described herein,
- 9) S51°06'42"W, a distance of 60.01 feet to an angle point of the tract described herein,
- 10) S41°00'17"E, a distance of 10.34 feet to an angle point of the tract described herein,
- 11) S52°21'10"W, a distance of 209.77 feet to an angle point of the tract described herein,
- 12) N39°21'26"W, a distance of 5.84 feet to an angle point of the tract described herein,
- 13) S55°04'30"W, a distance of 44.99 feet to an angle point of the tract described herein,
- 14) S52°01'14"W, a distance of 53.16 feet to an angle point of the tract described herein,

**(CONTINUED ON NEXT PAGE)**

- 15) S51°59'17"W, a distance of 234.60 feet to an angle point of the tract described herein,
- 16) S27°59'53"W, a distance of 22.97 feet to an angle point of the tract described herein and,
- 17) S55°06'48"W, a distance of 29.55 feet to a point for the south corner of the tract described herein,

**THENCE**, N46°06'13"W, across the said right-of-way of Old Bastrop Road, a distance of 84.66 feet, to 1/2-inch iron rod found on the north right-of-way of said Old Bastrop Road, same being the southeast corner of a called 10.265 acre tract, described in Volume 2761, Page 162 [O.P.R.H.C.T.], and same being the south corner of said 35.40-acre tract;

**THENCE**, N46°06'13"W, with the line common to said 35.40 acres and said 10.265 acres, for a distance of 1,335.73 feet to 1/2-inch iron rod, found for the west corner of said 35.40 acre-tract, the north corner of said 10.265 acres, and same being in the southeast line of a called 60.435 acre tract described in Volume 3698, Page 591 [O.P.R.H.C.T.], and for the west corner of the tract described herein;

**THENCE**, N44°08'35"E, with the line common to said 35.40 acres, and said 60.435 acres, for a distance of 697.25 feet to a 1/2-inch iron rod found for the westerly north corner of said 35.40 acres, and for the west corner of Lot 9 of said A Hillside Village, Section 1, and for the most westerly north corner of the tract described herein;

**THENCE**, with the lines common to said 35.40-acre tract and said Hillside Subdivision Section One, the following seven (7) courses and distances;

- 1) S46°01'51"E, a distance of 335.04 feet to a 1/2-inch iron rod with "Byrn" cap, found for the south corner of said Lot 9, same being in the northwest right-of-way line of Cerro Vista Drive, 60 feet wide per recorded plat, and an angle corner of the tract described herein;
- 2) S19°22'40"E, for a distance of 67.29 feet to a 1/2-inch iron rod, found in the southeast right-of-way line of Cerro Vista Drive, same being the west corner of Lot 17 of said A Hillside Village, Section 1, and an angle corner of the tract described herein;
- 3) S46°02'02" E, a distance of 286.55 feet to a 1/2-inch iron rod, found for the south corner of Lot 17, and an angle corner of the tract described herein,
- 4) N44°07'40"E, passing at a distance of 233.93 feet, a 1/2 inch iron rod, found for the common southerly corner of Lots 16 and 15, and continuing in all 350.84 feet to 1/2 inch iron rod found for an angle point in a northwest line of said 35.40 acres and the herein described tract, same being the common southerly corner of Lots 15 and 14,

**CONTINUED ON NEXT PAGE**

- 5) N47°46'10"E, passing at a distance of 117.71 feet a 1/2 inch iron rod, found for the common southerly corner of Lots 14 and 13, and passing at 235.47 feet a 1/2 inch iron rod, found for the common southerly corner of Lots 13 and 12, and continuing in all 273.51 feet to a 1/2 inch iron rod, found for an exterior corner of said 35.40 acres and the herein described tract, same being the west corner of said remainder of Lot 18;
- 6) S46°08'50" E, a distance of 159.87 feet to a 1/2-inch iron rod, found for the south corner of Lot 18, and an angle corner of the tract described herein,
- 7) N47°47'46"E, a distance of 321.75 feet, back to the **POINT OF BEGINNING** of the herein described tract and containing 39.37 acres [1,714,958 square feet].

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010.  
Units: U.S. Survey Feet.

This survey was performed without the benefit of a title commitment. Easements or other matters of record may exist where none are shown.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

  
\_\_\_\_\_  
Garrett Cavaiuolo  
Registered Professional Land Surveyor  
Texas Registration No. 6714  
Doucet & Associates, Inc.  
GCavaiuolo@DoucetEngineers.com  
TBPLS Firm No. 10105800

11/27/19  
Date



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

### OWNER'S CONSENT TO ANNEXATION OF LAND

**Date:** November 12, 2019

**City:** City of San Marcos, Texas, a home rule municipal corporation

**Owner:** SHC, HOLDINGS, LLC, PO BOX 160523, Austin, TX 78716-0523

**Property:** 39.37 acres, more or less, of land area in the Cyrus Wickson Survey, Abstract 474, Hays County, Texas

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Owner petitioned the City to initiate proceedings to annex the Property. Owner acknowledges and agrees that, in connection with annexation of the Property:

1. Owner does not wish to enter into a development agreement with the City under Section 212.172 and has declined the offer by the City of such a development agreement.
2. Unless specifically authorized by a written agreement with Owner approved by the City Council under applicable ordinances, the City has no obligation to extend water, wastewater, or electric utility services, roads, or other infrastructure to the Property at the City's expense, and the City has made no offers, representations or promises that the City will, at the City's expense, extend water, wastewater, or electric utility services, roads, or other infrastructure to the Property. Such extensions to the Property shall be made available in the same manner and on the same basis as available to other areas of the City, whereby it shall be Owner's sole obligation, and at Owner's sole expense, to construct and install all infrastructure necessary to extend such services to the Property under applicable ordinances.
3. Owner waives any and all rights of Owner to assert any claim or demand, or to file suit against, and covenants not to sue, the City on the basis that the annexation of the Property by the City is invalid, void or voidable, in whole or in part.
4. This instrument is made, and shall be construed and interpreted under the laws of the State of Texas. Venue for any legal proceedings concerning this instrument shall lie in State courts having jurisdiction located in Hays County, Texas. Venue for any matters in federal court will be in the United States District Court for the Western District of Texas.
5. If any word, phrase, clause, sentence, or paragraph of this instrument is held to be unconstitutional or invalid by a court of

competent jurisdiction, the other provisions of this instrument will continue in force if they can be given effect without the invalid portion.

**6.** This instrument may be recorded in the Official Public Records of the County or Counties in which the Property is located and is binding on Owner's successors, heirs and assigns, and any future owners of the Property.

[SIGNATURE(S) ON NEXT PAGE]



**DECLINATION OF OFFER OF DEVELOPMENT AGREEMENT**

The attached Development Agreement was offered by the City of San Marcos to the owner of the property subject to the following application/petition (check one):

Out of City Utility Connection of Extension Application

Petition for Annexation (without OCU Request)

By signing below, the owner of the subject property declines the offer to enter into such Development Agreement.

**OWNER (Entity):**

By: 

Name: SCOTT C SNYDER

Title: MANAGER

Date: 11/12/19



# ANNEXATION APPLICATION

Updated: October, 2018

Case # AN-\_\_\_\_ - \_\_\_\_

## CONTACT INFORMATION

Applicant's Name	Doucet & Associates, Inc.	Property Owner	SHC Holdings, LLC
Applicant's Mailing Address	7401B Hwy. 71 W., Ste. 160 Austin, TX 78735	Owner's Mailing Address	P.O. Box 160523 Austin, TX 78716-0523
Applicant's Phone #	512-583-2600	Owner's Phone #	512-347-7320
Applicant's Email	etheriot@doucetengineers.com	Owner's Email	ssnyder@rstaxcpa.com

## PROPERTY INFORMATION

Is the property adjacent to city limits  YES  NO

Is the property less than 1/2 mile in width  YES  NO

Are there less than 3 qualified voters living on the property  YES  NO

Commercial (6 acres),

Proposed Use: SF Residential (29.4 acres) Proposed Zoning: CD-5, CD-3

Reason for Annexation / Other Considerations: \_\_\_\_\_

Development of the tract requires annexation to apply appropriate zoning controls.

## AUTHORIZATION

*I certify that the information on this application is complete and accurate. I understand the fees and the process for this application. I understand my responsibility, as the applicant, to be present at meetings regarding this request.*

Filing Fee \$1,151      Technology Fee \$12      TOTAL COST \$1,163

Submittal of this digital Application shall constitute as acknowledgement and authorization to process this request.

**APPLY ONLINE – [WWW.MYGOVERNMENTONLINE.ORG/](http://WWW.MYGOVERNMENTONLINE.ORG/)**



# CHECKLIST FOR ANNEXATION APPLICATION

The following items are requested for consideration of this application. These and additional items may be required at the request of the Department		Comments
<input checked="" type="checkbox"/>	Pre-development meeting with staff is recommended <ul style="list-style-type: none"> <li>Please visit <a href="http://sanmarcostx.gov/1123/Pre-Development-Meetings">http://sanmarcostx.gov/1123/Pre-Development-Meetings</a> to schedule</li> </ul>	
<input checked="" type="checkbox"/>	Completed Application for Annexation	
<input checked="" type="checkbox"/>	Metes & Bounds description of the area to be annexed	Attached
<input checked="" type="checkbox"/>	CAD file in grid for GIS integration. Projection: NAD 1983 StatePlane Texas South Central FIPS 4204 Feet	Attached
<input checked="" type="checkbox"/>	Property Owner Authorization	Agent Authorization Letter signed by owner
<input checked="" type="checkbox"/>	Written request to waive the timing requirements for processing annexation under Chapter 43 of the Texas Local Government Code, if the applicant wishes for concurrent consideration of a Zoning Change	See attached Petition signed by the owner
<input type="checkbox"/>	Application Filing Fee    \$1,151 Technology Fee                \$12	
<p><b>**San Marcos Development Code Section 2.3.1.1(C): "Every application accepted by the responsible official for filing shall be subject to a determination of completeness...the responsible official is not required to review an application unless it is complete..."</b></p>		

September 6, 2019

Authority Having Jurisdiction (AHJ)

RE: Agent Authorization for an approximately 36 tract located at the intersection of Rattler Road and CR 266 in Hays County, Texas

Doucet & Associates, Inc. is authorized to act as Agents for SHC, Holdings, LLC, owner of the property, locally known as ABS 474, being a 31.456 AC tract and a 3.944 acre tract located in the Cyrus Wickson Survey, with regard to coordinating, submitting and processing all necessary development related permits, zoning requests and plats with the various Authorities Having Jurisdiction.

If you should have any questions, please contact me.

**SHC Holdings, LLC**

By:



---

**Scott Snyder**  
**ssnyder@rstaxcpa.com**  
**512-347-7320**

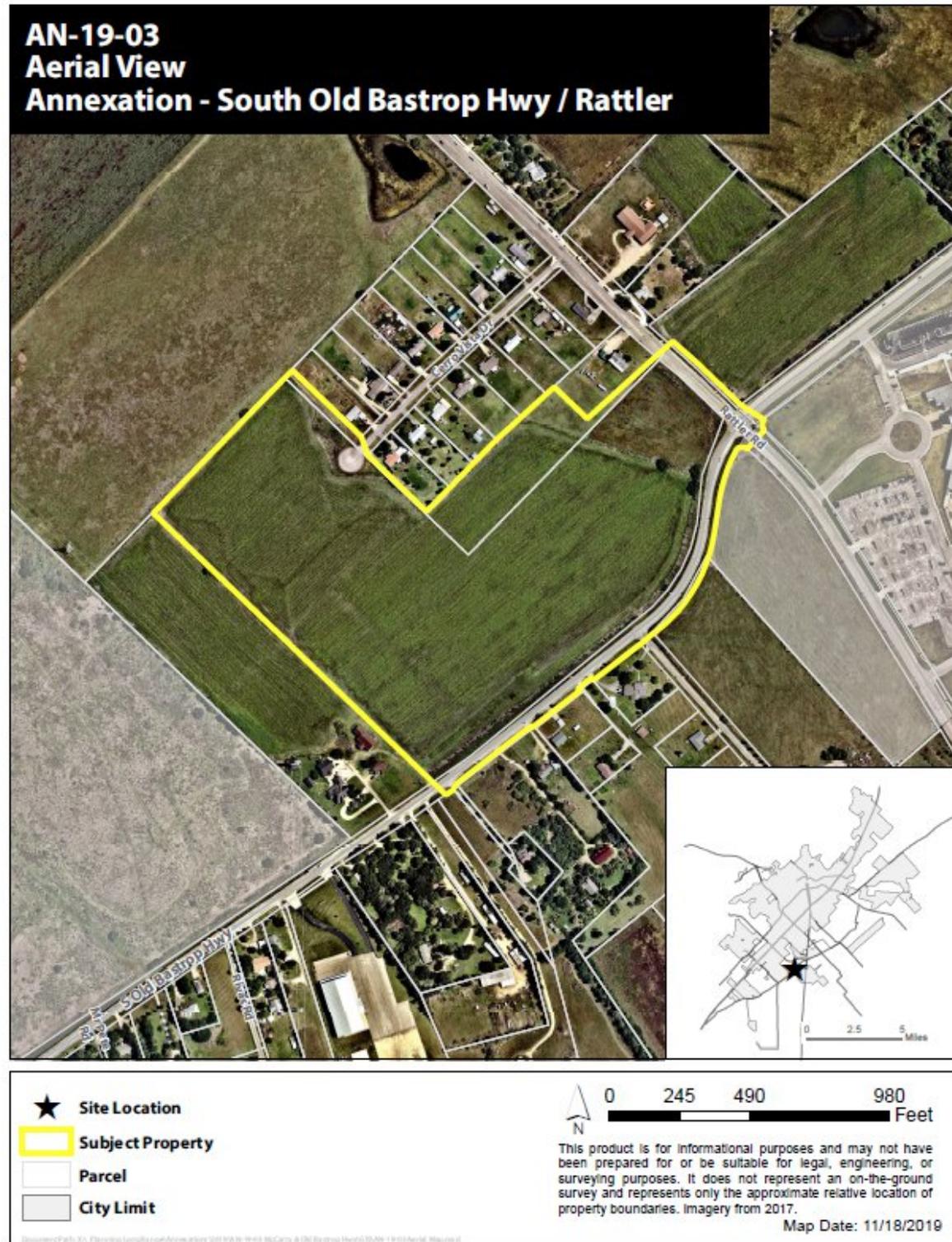
# Ordinance 2020-XX

(South Old Bastrop Hwy / Rattler Road – Annexation)

Receive a Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-XX, by Doucet and Associates on behalf of SHC Holdings, LLC, annexing into the City approximately 39.4 acres of land out of the Cyrus Wickson Survey, Abstract 474, Hays County, generally located at the western corner of South Old Bastrop Hwy and Rattler Road; including procedural provisions; and providing an effective date; and Consider approval of Ordinance 2020-XX, on the first of two readings.

## Context:

- Corner of South Old Bastrop Hwy and Rattler Road
- 39.4 acres
- Applicant proposes to develop property for single-family development (29.4 acres) with a portion of commercial (6 acres) at the corner of South Old Bastrop Hwy and Rattler Road.
- Service Plan (Attachment)





## Annexation & Zoning Schedules:

\*This schedule reflects the new annexation schedule per Texas House Bill 347

### Annexation Schedule

- **City Council Resolution (Approval of Service Agreement and set a public hearing date):** December 17, 2019 (*Approved*)
  - **City Council Ordinance 1<sup>st</sup> Reading (Public Hearing):** January 7, 2020 (*Today*)
  - **City Council Ordinance 2<sup>nd</sup> Reading:** January 21, 2020
- 

### Zoning Schedule

- **Planning and Zoning Commission (Public Hearing):** December 10, 2019 (*Approved*)
- **City Council Ordinance 1<sup>st</sup> Reading (Public Hearing):** January 7, 2020 (*Today*)
- **City Council Ordinance 2<sup>nd</sup> Reading:** January 21, 2020



## Legislation Text

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**File #:** Ord. 2020-02, **Version:** 1

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**AGENDA CAPTION:**

Receive a Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-02, amending the Official Zoning Map of the City by rezoning approximately 29.4 acres out of the Cyrus Wickson Survey, Abstract No. 474, Hays County, generally located in the 3200 block of South Old Bastrop Highway, from "FD" Future Development District to "CD-3" Character District 3; and including procedural provisions; and consider approval of Ordinance 2020-02 on first of two readings.

**Meeting date:** January 7, 2020

**Department:** Planning and Development Services

**Amount & Source of Funding**

**Funds Required:** n/a

**Account Number:** n/a

**Funds Available:** n/a

**Account Name:** n/a

**Fiscal Note:**

**Prior Council Action:** n/a

**City Council Strategic Initiative:**

N/A

**Comprehensive Plan Element (s):**

- Economic Development - Choose an item.
- Environment & Resource Protection - Choose an item.
- Land Use - Direct Growth, Compatible with Surrounding Uses
- Neighborhoods & Housing - Diversified housing options to serve citizens with varying needs and interests
- Parks, Public Spaces & Facilities - Choose an item.
- Transportation - Choose an item.
- Not Applicable

**Master Plan:**

Vision San Marcos - A River Runs Through Us

**Background Information:**

The subject property is currently located outside the City Limits in the Extraterritorial Jurisdiction (ETJ). The property is currently vacant and is diagonally opposite from the San Marcos High School and adjacent to vacant and residential uses. The adjacent 18-lot residential subdivision to the north includes a public roadway known as Cerro Vista Drive. This roadway extends slightly onto the subject property to provide a turn-around cul-de-sac for the subdivision and may have been extended to serve a future phase of the neighborhood.

The purpose of this zoning change is to allow the development of residential lots allowed within CD-3 zoning. The applicant is also requesting a rezoning to CD-5 for six acres abutting the subject property. This request is being considered as part of a separate zoning request (ZC-19-11). Both zoning requests are being processed concurrently with an annexation request for the property.

The City of San Marcos will provide water and wastewater services at the site. The developer will be responsible for extending water and wastewater facilities through the site. Bluebonnet Electric Cooperative will provide electric service to this development.

**Council Committee, Board/Commission Action:**

**Planning and Zoning Commission Meeting: December 10, 2019**

**Speakers in favor or opposed:**

1. Ed Theriot (in favor)

**Recommendation:** A motion was made by Commissioner Rand, seconded by Commissioner Haverland, to approve ZC-19-10. The motion carried 8-0.

- **For:** (8) Chairperson Garber, Vice Chairperson Gleason, Commissioner Rand, Commissioner McCarty, Commissioner Haverland, Commissioner Dillon, Commissioner Moore, and Commissioner Agnew
- **Against:** 0
- **Absent:** (1) Commissioner Kelsey

**Alternatives:**

n/a

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**File #:** Ord. 2020-02, **Version:** 1

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**Recommendation:**

Staff provides this request to the Council for your consideration and recommends approval of the request for a zoning change from "FD" Future Development to "CD-3" Character District - 3.

**ORDINANCE NO. 2020-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY REZONING APPROXIMATELY 29.4 ACRES OUT OF THE CYRUS WICKSON SURVEY, ABSTRACT NO. 474, HAYS COUNTY, GENERALLY LOCATED IN THE 3200 BLOCK OF SOUTH OLD BASTROP HIGHWAY, FROM “FD” FUTURE DEVELOPMENT DISTRICT TO “CD-3” CHARACTER DISTRICT 3; AND INCLUDING PROCEDURAL PROVISIONS.**

**RECITALS:**

1. On December 10, 2019, the Planning and Zoning Commission of the City of San Marcos held a public hearing regarding a request to change the zoning designation from “FD” Future Development District to “CD-3” Character District 3 for approximately 29.4 acres out of the Cyrus Wickson Survey, Abstract No. 474, Hays County, generally located in the 3200 Block of South Old Bastrop Highway.

2. The Planning and Zoning Commission voted to recommend that the request be approved by the City Council.

3. The City Council held a public hearing on January 7, 2020 regarding the request.

4. All requirements pertaining to Zoning Map amendments have been met.

5. The City Council hereby finds and determines that the adoption of the following ordinance is in the interest of the public health, morals, welfare and safety.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:**

**SECTION 1.** The Official Zoning Map of the City is amended to rezone the tract of land described in Exhibit A, attached hereto and made a part hereof, from “FD” Future Development District to “CD-3” Character District 3.

**SECTION 2.** If any word, phrase, clause, sentence, or paragraph of this ordinance is held to be unconstitutional or invalid by a court of competent jurisdiction, the other provisions of this ordinance will continue in force if they can be given effect without the invalid portion.

**SECTION 3.** All ordinances and resolutions or parts of ordinances or resolutions in conflict with this ordinance are repealed.

**SECTION 4.** This ordinance will take effect after its passage, approval and adoption on second reading.

**PASSED AND APPROVED** on first reading on January 7, 2020.

**PASSED, APPROVED AND ADOPTED** on second reading on January 21, 2020.

Jane Hughson  
Mayor

Attest:

Tammy K. Cook  
Interim City Clerk

Approved:

Michael Cosentino  
City Attorney

## EXHIBIT A



Exhibit “ — ”

7401B Highway 71 West, Suite 160  
Austin, TX 78735  
Office: 512.583.2600  
Fax: 512.583.2601

[Doucetengineers.com](http://Doucetengineers.com)

McCarty Lane  
Hays County, Texas

D&A Job No. 1787-001  
November 27, 2019

### METES & BOUNDS DESCRIPTION For 29.40 Acres [1,280,644 Square Feet]

**BEING A 29.40 ACRE [1,280,644 SQUARE FEET] TRACT OF LAND OUT OF THE CYRUS WICKSON SURVEY, ABSTRACT NUMBER 474, BEING OUT OF A CALLED 35.40 ACRE TRACT OF LAND DESCRIBED IN VOLUME 4595, PAGE 398 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], SAID 29.40 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a calculated point in the south line of said 35.40 acre tract, same being in the apparent northwest right-of-way line of Old Bastrop Road (County Road 266), no record information found, and same being a point in the arc of a curve to the right;

**THENCE**, with the southeast line of said 35.40 acre and the apparent northwest right-of-way line of Old Bastrop Road, the following two (2) courses and distances;

- 1) With said curve to the right, having an arc length of 180.25 feet, a radius of 460.00 feet, a delta angle of 22°27'04", and a chord which bears S41°08'02"W, a distance of 179.10 feet to a found 1/2 inch iron rod,
- 2) S52°22'02"W, passing at 885.61 feet, a 1/2 inch iron rod, found for reference, and continuing in all 942.24 feet to a 1/2 inch iron rod, found for the south corner of said 35.40 acres and the herein described tract, same being the southeast corner of a called 10.265 acre tract, described in Volume 2761, Page 162 [O.P.R.H.C.T.]

**THENCE**, N46°06'13"W, with the southwest line of said 35.40 acres and the northeast line of said 10.265 acres, for a distance of 1,335.73 feet to 1/2 inch iron rod, found for the west corner of said 35.40 acres, the north corner of said 10.265 acres, and same being in the southeast line of a called 60.435 acre tract described in Volume 3698, Page 591 [O.P.R.H.C.T.];

**THENCE**, N44°08'35"E, with the westerly northwest line of said 35.40 acres, and the southeast line of said 60.435 acres, for a distance of 697.25 feet to a 1/2 inch iron rod, found for the westerly north corner of said 35.40 acres and the herein described tract, same being the west corner of A Hillside Village, Section 1, as recorded in Volume 8, Page 148 of the Plat Records of Hays County, Texas [P.R.H.C.T.], same being the west corner of Lot 9 of said A Hillside Village, Section 1;

(CONTINUED ON NEXT PAGE)

COMMITMENT YOU EXPECT.  
EXPERIENCE YOU NEED.  
PEOPLE YOU TRUST.



THENCE, S46°01'51"E, with the westerly northeast line of said 35.40 acres, and the southwest line of said Lot 9, for a distance of 335.04 feet to a 1/2 inch iron rod with "Byrn" cap, found for the south corner of said Lot 9, same being in the northwest right-of-way line of Cerro Vista Drive, 60 feet wide per recorded plat;

THENCE, S19°22'40"E, continuing with the westerly northeast line of said 35.40 acres and the southerly terminus right-of-way line of Cerro Vista Drive, for a distance of 67.29 feet to a 1/2 inch iron rod, found in the southeast right-of-way line of Cerro Vista Drive, same being the west corner of Lot 17 of said A Hillside Village, Section 1;

THENCE, with the common lines of the 35.40 acres to Lots 17, 16, 15, and 14 of said A Hillside Village, Section 1, the following three (3) courses and distances;

- 1) S46°02'02" E, a distance of 286.55 feet to a 1/2 inch iron rod, found for the south corner of Lot 17,
- 2) N44°07'40"E, passing at a distance of 233.93 feet, a 1/2 inch iron rod, found for the common southerly corner of Lots 16 and 15, and continuing in all 350.84 feet to 1/2 inch iron rod, found for an angle point in a northwest line of said 35.40 acres and the herein described tract, same being the common southerly corner of Lots 15 and 14,
- 3) N47°46'10"E, a distance of 98.70 feet a calculated point for the easterly north corner of the herein described tract, same being in the south line of Lot 14;

THENCE, S45°45'12"E, over and across said 35.40 acre tract, for a distance of 773.13 feet back to the POINT OF BEGINNING of the herein described tract and containing 29.40 acres [1,280,644 square feet].

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010.  
Units: U.S. Survey Feet.

This survey was performed without the benefit of a title commitment. Easements or other matters of record may exist where none are shown.

I, Garrett Cavaiuolo, Registered Professional Land Surveyor, hereby certify that this metes and bounds description represents an actual survey performed on the ground under my supervision.

  
 \_\_\_\_\_  
 Garrett Cavaiuolo  
 Registered Professional Land Surveyor  
 Texas Registration No. 6714  
 Doucet & Associates, Inc.  
 GCavaiuolo@DoucetEngineers.com  
 TBPLS Firm No. 10105800

11/27/19  
Date



Zoning Request	3200 Block of South Old Bastrop Hwy
ZC-19-10	



Summary

Request:	Zoning change from "FD" Future Development to "CD-3" Character District – 3		
Applicant:	Ed Theriot Doucet and Associates 7401B Hwy 71 W, Ste 160 Austin, TX 78735	Property Owner:	Scott Snyder SHC Holdings, LLC P.O. Box 160523 Austin, TX 78716-0523

Notification

Application:	November 5, 2019	Neighborhood Meeting:	N/A
Published:	November 24, 2019	# of Participants	N/A
Posted:	November 20, 2019	Personal:	November 22, 2019
Response:	None as of Staff Report date		

Property Description

Legal Description:	+/- 29.4 acre tract out of the Cyrus Wickson Survey, Abstract 474, Hays County		
Location:	3200 Block of South Old Bastrop Hwy		
Acreage:	29.4	PDD/DA/Other:	Pending Annexation
Existing Zoning:	"FD" Future Development	Proposed Zoning:	"CD-3" Character District – 3
Existing Use:	Vacant / Rural	Proposed Use:	Single-Family
Preferred Scenario:	"Growth Area – Medium Intensity".	Proposed Designation:	"Growth Area – Medium Intensity".
CONA Neighborhood:	N/A	Sector:	N/A
Utility Capacity:	Developer is responsible for extended utilities.	Floodplain:	No
Historic District	N/A		

Surrounding Area

	Zoning	Existing Land Use	Preferred Scenario
North of Property:	ETJ	Single Family / Vacant	Growth Area - Medium Intensity
South of Property:	ETJ	Vacant	Growth Area - Medium Intensity
East of Property:	ETJ; "P" Public and Institutional; "CC" Community Commercial	Single Family / Vacant / San Marcos High School	Growth Area - Medium Intensity
West of Property:	ETJ	Single Family	Growth Area - Medium Intensity

Zoning Request	3200 Block of South Old Bastrop Hwy
ZC-19-10	



Staff Recommendation

<input checked="" type="checkbox"/>	Approval as Submitted	<input type="checkbox"/>	Approval with Conditions / Alternate	<input type="checkbox"/>	Denial
Staff: Andrea Villalobos, CNU-A		Title : Senior Planner		Date: December 5, 2019	

Commission Recommendation

<input checked="" type="checkbox"/>	Approval as Submitted	<input type="checkbox"/>	Approval with Conditions / Alternate	<input type="checkbox"/>	Denial
<p><u>Planning and Zoning Commission Meeting: December 10, 2019</u></p> <p>Speakers in favor or opposed:</p> <ol style="list-style-type: none"> <li>Ed Theriot (in favor)</li> </ol> <p>Recommendation from the Planning and Zoning Commission meeting held December 10, 2019:  A motion was made by Commissioner Rand, seconded by Commissioner Haverland, to approve ZC-19-10.  The motion carried 8-0.</p> <ul style="list-style-type: none"> <li>For: (8) Chairperson Garber, Vice Chairperson Gleason, Commissioner Rand, Commissioner McCarty, Commissioner Haverland, Commissioner Dillon, Commissioner Moore, and Commissioner Agnew</li> <li>Against: 0</li> <li>Absent: (1) Commissioner Kelsey</li> </ul>					

Zoning Request	3200 Block of South Old Bastrop Hwy
ZC-19-10	



History

The subject property is currently located outside the City Limits in the Extraterritorial Jurisdiction (ETJ). The property is currently vacant and is diagonally opposite from the San Marcos High School and adjacent to vacant and residential uses. The adjacent 18-lot residential subdivision to the north includes a public roadway known as Cerro Vista Drive. This roadway extends slightly onto the subject property to provide a turn-around cul-de-sac for the subdivision and may have been extended to serve a future phase of the neighborhood.

The purpose of this zoning change is to allow the development of residential lots allowed within CD-3 zoning. The applicant is also requesting a rezoning to CD-5 for six acres abutting the subject property. This request is being considered as part of a separate zoning request (ZC-19-11). Both zoning requests are being processed concurrently with an annexation request for the property.

The City of San Marcos will provide water and wastewater services at the site. The developer will be responsible for extending water and wastewater facilities through the site. Bluebonnet Electric Cooperative will provide electric service to this development.

Additional Analysis

Upon annexation, the property will be zoned "FD", the default classification for newly annexed land. The annexation request will be considered prior to the zoning change by City Council. See Comprehensive Plan Analysis Checklist and Criteria Checklists.

Comments from Other Departments

Police	No Comment
Fire	No Comment
Public Services	No Comment
Engineering	No Comment

Zoning Request	3200 Block of South Old Bastrop Hwy
ZC-19-10	



Evaluation			Compatibility of Uses & Density Criteria (Sec.4.1.2.5)
Consistent	Inconsistent	Neutral	
<u>X</u>			Helps prevent the impacts of high density uses on low density areas The subject property is located within a Medium Intensity - Growth Area on the Preferred Scenario Map. Character Districts, such as CD-3, are intended for new development within this designation on the Preferred Scenario Map.
		<u>N/A</u>	Limits changes in neighborhood density categories unless directed by a small area plan or neighborhood character study Studies were not complete at the time of the request.
<u>X</u>			Encourages more opportunities for home ownership The property is proposed to be constructed as a single-family residential subdivision.
<u>X</u>			Ensures a diversity of housing to serve citizens with varying needs and interests CD-3 zoning is a residential district that will allow for one and two family residential uses. Allowable residential Building Types are House, Cottage, Cottage Court, Duplex, and Zero Lot Line House.

Evaluation			Criteria for Approval (Sec.2.5.1.4)
Consistent	Inconsistent	Neutral	
<u>X</u>			Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan and preferred scenario map Vision San Marcos states that the East Village Medium Intensity Zone should include a mix of commercial, retail, and service oriented activity including a variety of residential options. It further states that as the site of San Marcos' only high school, this area has a high potential for growth. The proposed request will add residential uses to the East Village and will be near the high school. In addition, Character Districts, such as CD-3, are designated as "C" Considered on the Comprehensive Plan / District Translation Table within a Medium Intensity District.
		<u>N/A</u>	Whether the proposed zoning map amendment is consistent with any adopted small area plan or neighborhood character study for the area Studies were not complete at time of request.

Zoning Request  
 ZC-19-10

3200 Block of South Old  
 Bastrop Hwy



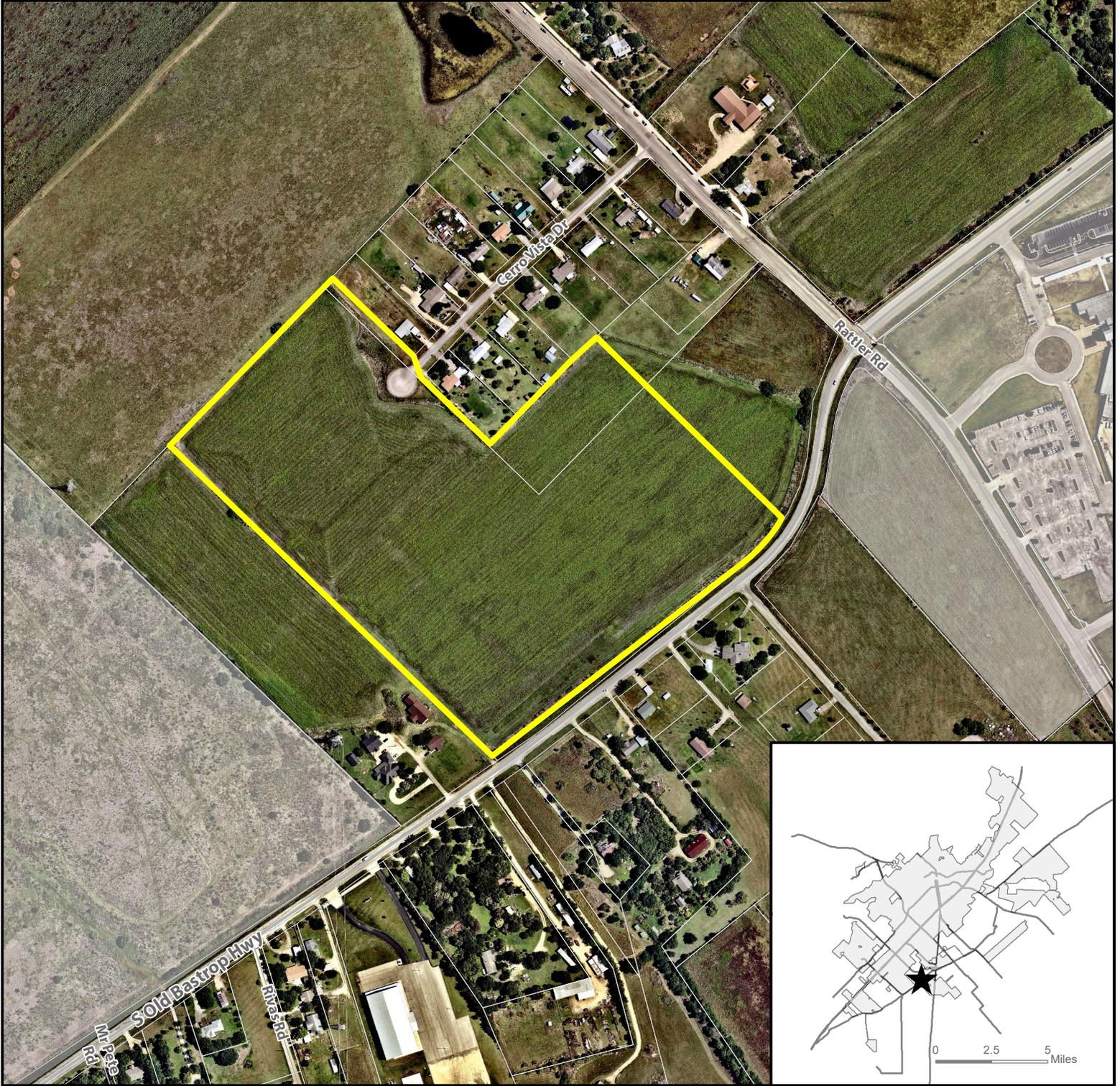
<u>X</u>		<p>Whether the proposed zoning map amendment is consistent with any applicable development agreement in effect          A development agreement is not required because the property is being annexed.</p>
<u>X</u>		<p>Whether the uses permitted by the proposed change in zoning district classification and the standards applicable to such uses shall be appropriate in the immediate area of the land to be reclassified          CD-3 only allows for residential uses and Building Types and uses that would substantially interfere with the residential nature of the district are not allowed.</p>
<u>X</u>		<p>Whether the proposed zoning will reinforce the existing or planned character of the area          Approval of this zoning change would allow the property to develop according to the vision of the Comprehensive Plan, which states that the community needs diversified housing options (Neighborhood and Housing Goal 3). It is also located within the East Village Medium Intensity Zone which is planned for growth. In addition, the subject property's proximity to the High School has the potential to provide convenient pedestrian and bike access between the property and the school.</p>
<u>X</u>		<p>Whether the site is appropriate for the development allowed in the proposed district          The property is vacant and shown to be in a low constrained area. In addition, the subject property is near existing residential development.</p>
	<u>N/A</u>	<p>Whether there are substantial reasons why the property cannot be used according to the existing zoning          The property is currently not zoned as it is located outside of the City Limits.</p>
<u>X</u>		<p>Whether there is a need for the proposed use at the proposed location          The rezoning does serve a public purpose as it furthers the goals and vision of the Comprehensive Plan.</p>
<u>X</u>		<p>Whether the City and other service providers will be able to provide sufficient public facilities and services including schools, roads, recreation facilities, wastewater treatment, water supply and stormwater facilities, public safety, and emergency services, while maintaining sufficient levels of service to existing development          The property is located within the City's water service area and approximately 350 feet from the City's wastewater service area. Once the property is annexed, the City's wastewater service area boundary will be updated.</p>

Zoning Request	3200 Block of South Old Bastrop Hwy
ZC-19-10	

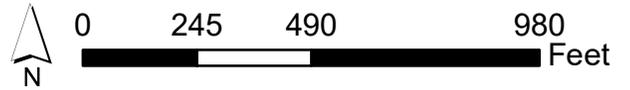


<u>X</u>		<p>Whether the proposed rezoning will have a significant adverse impact on property in the vicinity of the subject property</p> <p>The majority of the area surrounding the property is located within the East Village Medium Intensity Zone. Character districts are intended for new development in Medium Intensity Zone.</p>
	<u>N/A</u>	<p>For requests to a Neighborhood Density District, whether the proposed amendment complies with the compatibility of uses and density in Section 4.1.2.5</p> <p>This request is not for a Neighborhood Density District.</p>
<u>X</u>		<p>The impact the proposed amendment has with regard to the natural environment, including the quality and quantity of water and other natural resources, flooding, and wildlife management</p> <p>The property is located within a low constrained area according to the Land Use Suitability Map. In addition, there is no floodplain on the property.</p>
<u>X</u>		<p>Any other factors which shall substantially affect the public health, safety, morals, or general welfare</p> <p>None noted.</p>

# ZC-19-10 Aerial View FD to CD-3 - 3200 Block of South Old Bastrop



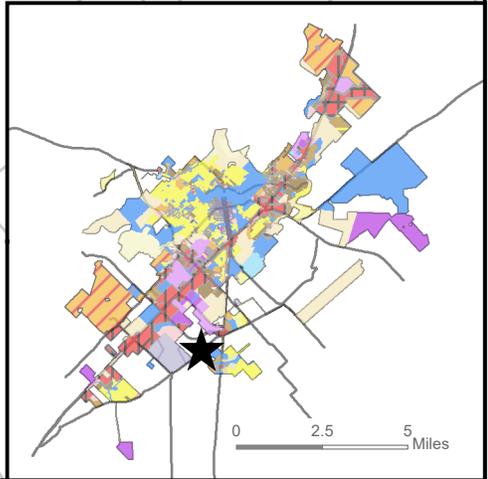
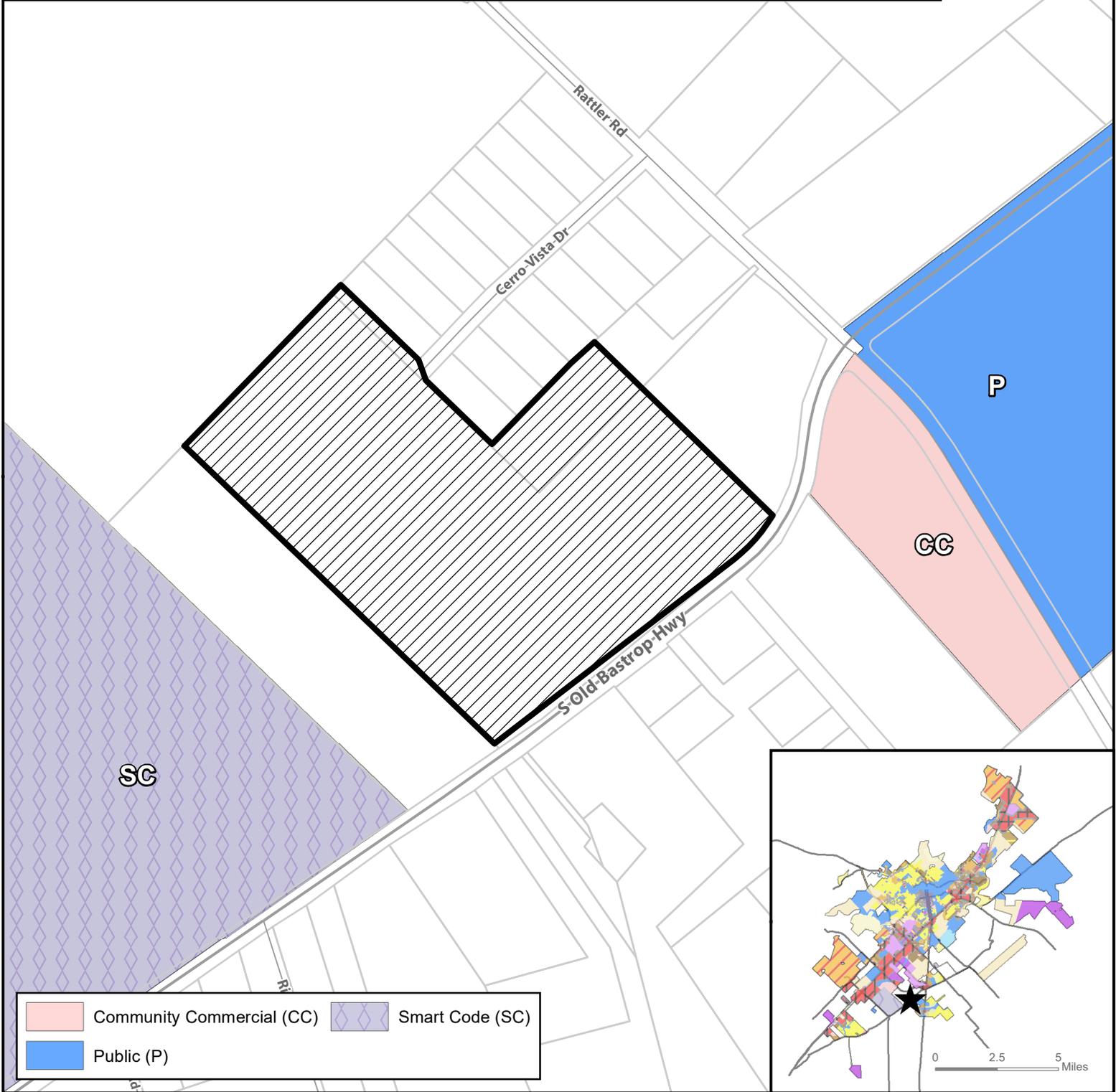
- ★ Site Location
- ▭ Subject Property
- ▭ Parcel
- ▭ City Limit



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Imagery from 2017.

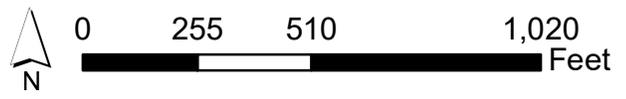
Map Date: 11/25/2019

# ZC-19-10 Existing Zoning Map FD to CD-3 - 3200 Block of South Old Bastrop



	Community Commercial (CC)		Smart Code (SC)
	Public (P)		

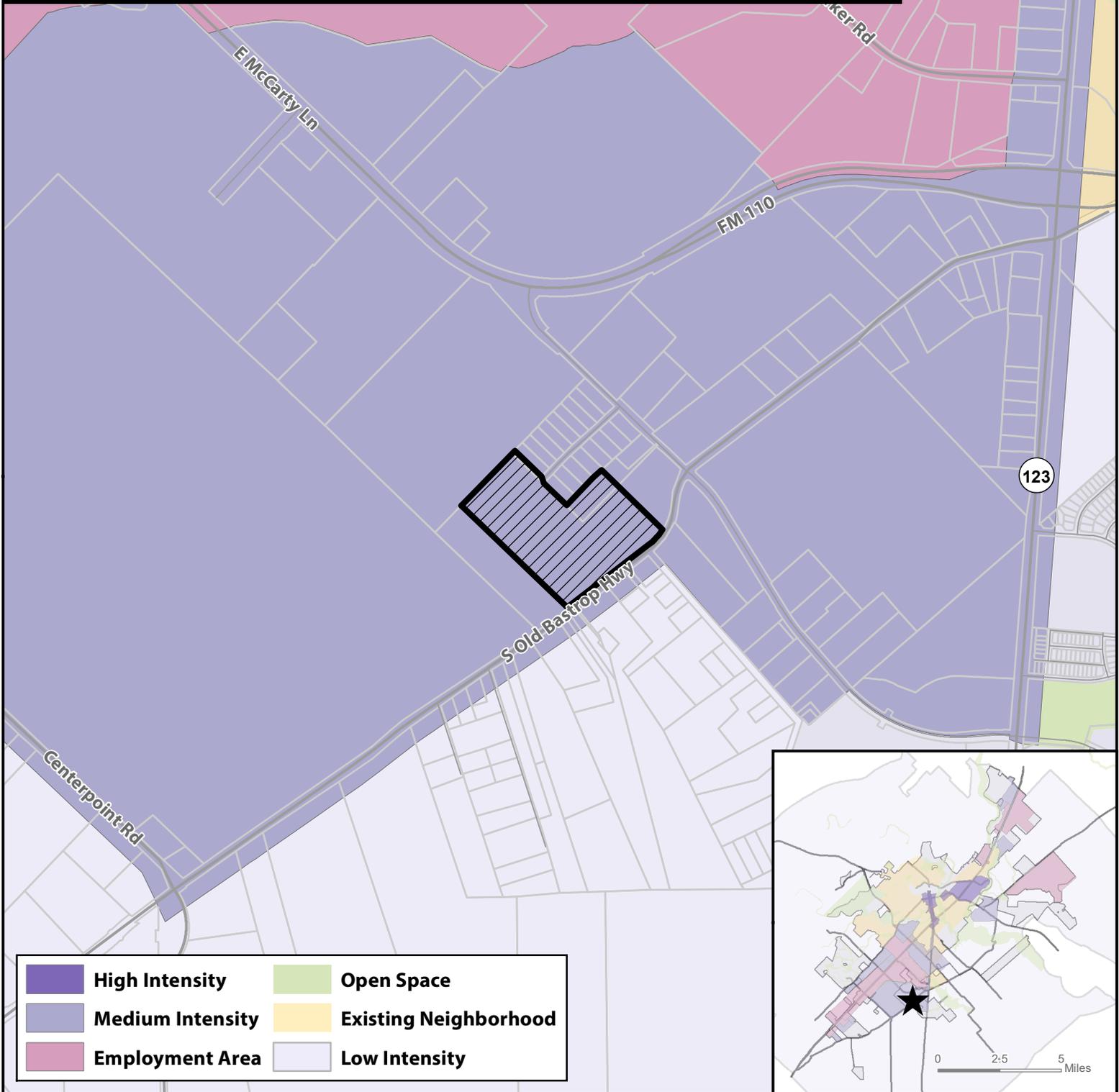
-  **Site Location**
-  **Subject Property**
-  **Parcels**
-  **City Limit**



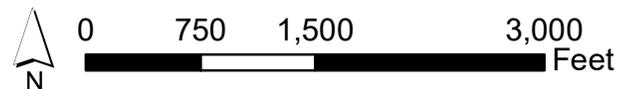
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Map Date: 11/25/2019

# ZC-19-10 Preferred Scenario FD to CD-3 - 3200 Block of South Old Bastrop Hwy



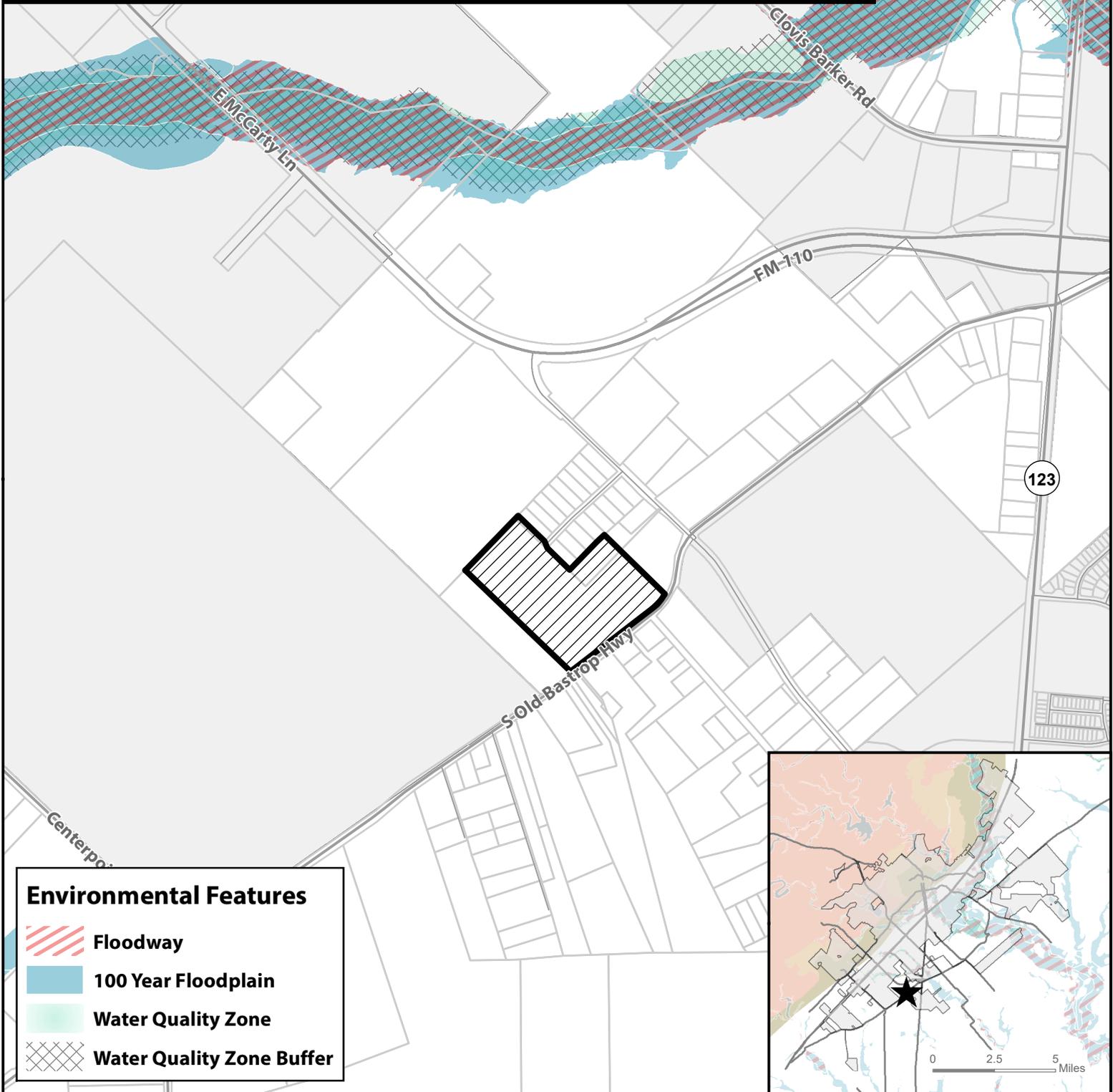
-  **Site Location**
-  **Subject Property**
-  **Parcels**
-  **City Limit**



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Map Date: 11/25/2019

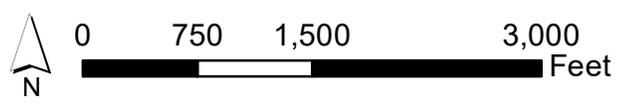
# ZC-19-10 Environmental Features FD to CD-3 - 3200 Block of South Old Bastrop Hwy



**Environmental Features**

-  Floodway
-  100 Year Floodplain
-  Water Quality Zone
-  Water Quality Zone Buffer

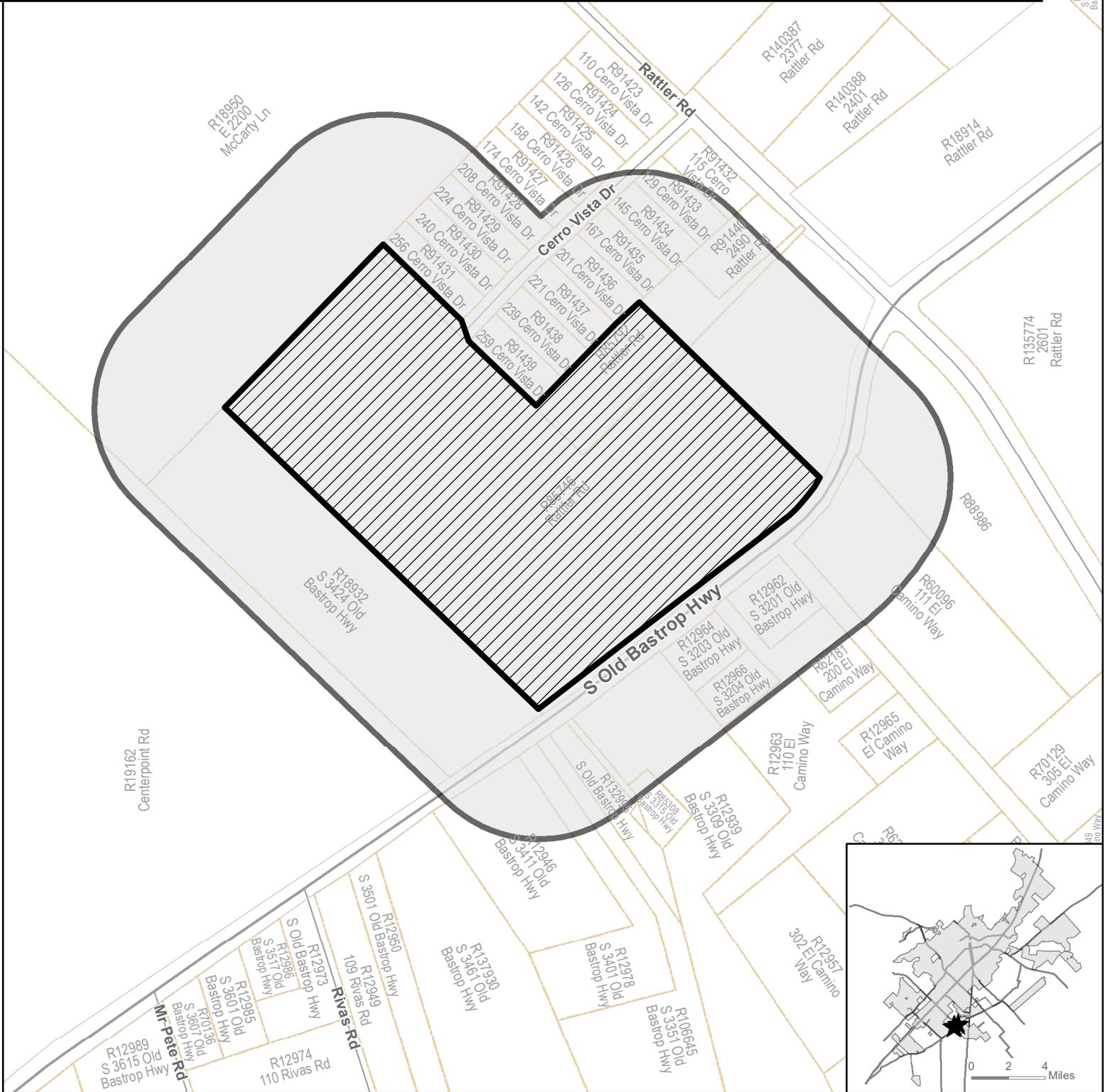
-  **Site Location**
-  **Subject Property**
-  **Parcels**
-  **City Limit**



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Map Date: 11/26/2019

# ZC-19-10 400' Notification Buffer FD to CD-3 — 3200 Block of South Old Bastrop Highway



<ul style="list-style-type: none"> <li> <b>Site Location</b></li> <li> <b>Subject Property</b></li> <li> <b>400' Buffer</b></li> <li> <b>Parcel</b></li> <li> <b>City Limit</b></li> </ul>	  <p>This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.</p> <p>Map Date: 11/19/2019</p>
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**Notification List (ZC-19-10)**

Property	Site Address	Owner Name	Owner Address	Address 2	Owner City	Owner State	Owner Zip
R91427	174 CERRO VISTA DR	ANGEL AUDELINO B & HERNANDEZ BLANCA E	174 CERRO VISTA DR	# 5	SAN MARCOS	TX	78666-1065
R91434	145 CERRO VISTA DR	BAILEY JESSE H & JESSICA L	754 BRIARBEND DR		NEW BRAUNFELS	TX	78130-2323
R91425	142 CERRO VISTA DR	CHAVEZ ALBERTO & IRENE	142 CERRO DR		SAN MARCOS	TX	78666
R91433	129 CERRO VISTA DR	COY MARY & GOMEZ MANUEL	129 CERRO VISTA DR		SAN MARCOS	TX	78666
R106645	3351 S OLD BASTROP HWY	DUCOTE, BRUCE A	3351 S OLD BASTROP HWY		SAN MARCOS	TX	78666
R91436	201 CERRO VISTA DR	FLORES, GUADALUPE, JR	201 CERRA VISTA DR		SAN MARCOS	TX	78666
R88986		FRAYEZUR PROPERTIES LP	PO BOX 629		SAN MARCOS	TX	78667
R91438	239 CERRO VISTA DR	GONZALEZ PABLO & ANGELICA	239 CERRO VISTA DR		SAN MARCOS	TX	78666-1067
R60096	111 EL CAMINO WAY	ISLAS PEDRO T & JOSEFA G REVOCABLE LIVING TRUST	726 WILLOW CREEK CIR		SAN MARCOS	TX	78666-5058
R91429	224 CERRO VISTA DR	MATA RAMON & RUTH	224 CERRO VISTA DR		SAN MARCOS	TX	78666
R91428	208 CERRO VISTA DR	MAYHEW MARK P & BARBARA	P O BOX 2695		WIMBERLEY	TX	78676-2695
R18932	3424 S OLD BASTROP HWY	MENDOZA ROY R & MARIA G	3424 B S OLD BASTROP HWY		SAN MARCOS	TX	78666
R85308	3315 S OLD BASTROP HWY	NATAL, FRANCES	% RAYMOND & PATRICIA NATAL	3315 S OLD BASTROP RD	SAN MARCOS	TX	78666
R12946	3411 S OLD BASTROP HWY	NATAL, MARY ANN	3411 OLD BASTROP HWY		SAN MARCOS	TX	78666
R12964	3203 S OLD BASTROP HWY	NEWBY JERRY & PATRICIA	3203 S OLD BASTROP HWY		SAN MARCOS	TX	78666
R91430	240 CERRO VISTA DR	NGO ANNA	240 CERRO VISTA DR		SAN MARCOS	TX	78666-1066
R91440	2486 RATTLER RD	PALACIOS LUIS	2486 E MCCARTY LN		SAN MARCOS	TX	78666-5029
R91431	256 CERRO VISTA DR	PARTIDA JENNIFER LYNN	8225 N FM 620 RD	APT 2132	AUSTIN	TX	78726-4171
R91439	259 CERRO VISTA DR	PATES DIGNA E	1612 MOCKINGBIRD DR		SAN MARCOS	TX	78666-7513
R91435	167 CERRO VISTA DR	PEREZ, DOMINGO	167 CERRO VISTA DR		SAN MARCOS	TX	78666-1065
R18950	2200 E MCCARTY LN	PEREZ, MARTINA C	2200 E MCCARTY LN		SAN MARCOS	TX	78666
R132995	S OLD BASTROP HWY	RAYMOND MATTHEW & RASMEY MAU	3309 S Old Bastrop HWY		San Marcos	TX	78666-8938
R12939	3309 S OLD BASTROP HWY	RAYMOND MATTHEW & RASMEY MAU	3309 S Old Bastrop HWY		San Marcos	TX	78666-8938
R12978	3401 S OLD BASTROP HWY	ROMANO AMANDA LAMONT TRUST	ROMANO ROCKY TRUSTEE	P O BOX 769	WIMBERLEY	TX	78676
R91437	221 CERRO VISTA DR	SANCHEZ THEODORA & SALAS ALFONSO	221 CERRO VISTA DR		SAN MARCOS	TX	78666
R62181	200 EL CAMINO WAY	SELVERA ALEX & CARMEN	3201 S OLD BASTROP RD		SAN MARCOS	TX	78666
R12962	3201 S OLD BASTROP HWY	SELVERA ALEX & CARMEN	3201 S OLD BASTROP RD		SAN MARCOS	TX	78666
R12963	110 EL CAMINO WAY	SELVERA, ALEX	3201 S OLD BASTROP HWY		SAN MARCOS	TX	78666
R12966	3204 S OLD BASTROP HWY	SELVERA, ROSANNA	3204 S OLD BASTROP HWY		SAN MARCOS	TX	78666
R85792	RATTLER RD	SHC HOLDINGS LLC	ATTN: SCOTT SNYDER	PO BOX 160523	AUSTIN	TX	78716-0523
R91432	115 CERRO VISTA DR	TIJERINA, ROBERT, Jr	115 CERRO VISTA DR		SAN MARCOS	TX	78666
R91426	158 CERRO VISTA DR	VILLANUEVA NANCY G & JOHN M	158 CERRO VISTA DR		SAN MARCOS	TX	78666
		SARA LEE UNDERWOOD-MYERS	1415 HARPER DR				
		LIZBETH DOBBINS	2705 LESLIE LN				
		WALTON TEXAS LP, C/O WALTON INTERNATIONAL GROUP	5420 LYNDON B JOHNSON FWY STE 790		DALLAS	TX	75240-1084

Section 5.1.1.2 Land Use Matrix Future Development (FD) VS. Character District (CD-3)

TABLE 5.1 LAND USE MATRIX

TYPES OF LAND USES	CONVENTIONAL RESIDENTIAL				NEIGHBORHOOD DENSITY DISTRICTS				CHARACTER DISTRICTS						SPECIAL DISTRICTS					DEFINITION USE STANDARDS
	FD	SF-R	SF-6	SF-4.5	ND-3	ND-3.5	ND-4	N-MS	CD-1	CD-2	CD-3	CD-4	CD-5	CD-5D	HC	LI	HI	MH	EC	
<b>AGRICULTURAL USES</b>																				
Barns or agricultural buildings	P	L	--	--	--	--	--	--	P	P	L	--	--	--	P	--	--	--	--	Section 5.1.2.1
Stables	P	L	--	--	--	--	--	--	--	P	L	--	--	--	P	--	--	--	--	Section 5.1.2.2
Community Garden	P	P	L	L	L	L	L	--	P	P	L	L	L	L	P	P	P	P	P	Section 5.1.2.3
Urban Farm	P	C	C	C	C	L	L	C	P	P	L	L	C	C	P	P	--	P	C	Section 5.1.2.4
Plant Nursery	L	--	--	--	--	--	--	P	--	L	--	--	P	P	P	P	P	--	P	Section 5.1.2.5
<b>ACCESSORY USES AND STRUCTURES</b>																				
Accessory Building/Structure	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 5.1.3.1
Accessory Dwelling Unit	L	L	L	L	L	L	P	P	--	P	L	P	P	P	--	--	--	--	--	Section 5.1.3.1
Accessory Use, except as listed below:	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 5.1.3.2
Outdoor Storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	L	P	--	L	Section 5.1.3.2
Outdoor Display	--	--	--	--	--	--	--	L	--	--	--	--	L	L	P	--	--	--	L	Section 5.1.3.2
Food Truck	--	--	--	--	--	--	--	P	--	--	--	--	P	P	P	P	P	--	P	Section 5.1.3.1
Drive-thru or Drive-in	--	--	--	--	--	--	--	C	--	--	--	--	C	C	P	--	--	--	P	Section 5.1.3.2
Home Occupation	L	L	L	L	L	L	L	--	--	L	L	L	--	--	--	--	--	--	--	Section 5.1.3.4
Family Home Care	P	P	P	P	P	P	P	--	--	P	P	P	--	--	--	--	--	--	--	Section 5.1.3.5
Short Term Rental	L	L	L	L	L	L	L	P	--	L	L	P	P	P	--	--	--	L	P	Section 5.1.3.6
<b>RESIDENTIAL USES</b>																				
Single Family Detached	P	L	L	L	L	L	L	--	--	P	P	P	--	--	--	--	--	--	--	Section 5.1.4.1
Cottage Court	--	--	--	--	--	L	L	--	--	--	P	P	--	--	--	--	--	--	--	Section 5.1.4.1
Two Family	--	--	--	--	--	L	L	--	--	--	P	P	--	--	--	--	--	--	--	Section 5.1.4.1
Single Family Attached	--	--	--	--	L	L	L	L	--	--	P	P	P	P	--	--	--	--	--	Section 5.1.4.1
Small Multi-Family (up to 9 units)	--	--	--	--	--	L	L	L	--	--	--	P	P	P	--	--	--	--	--	Section 5.1.4.1
Courtyard Housing (up to 24 units)	--	--	--	--	--	--	L	L	--	--	--	P	P	P	--	--	--	--	--	Section 5.1.4.1
Multi-family (10 or more units)	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	--	--	Section 5.1.4.1
Purpose Built Student Housing	--	--	--	--	--	--	--	--	--	--	--	--	C	C	--	--	--	--	--	Section 5.1.4.1
Manufactured Home	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	Section 5.1.4.1
Mobile Home Community	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	Section 5.1.4.1

TABLE 5.1 LAND USE MATRIX

TYPES OF LAND USES	CONVENTIONAL RESIDENTIAL				NEIGHBORHOOD DENSITY DISTRICTS				CHARACTER DISTRICTS						SPECIAL DISTRICTS					DEFINITION USE STANDARDS
	FD	SF-R	SF-6	SF-4.5	ND-3	ND-3.5	ND-4	N-MS	CD-1	CD-2	CD-3	CD-4	CD-5	CD-5D	HC	LI	HI	MH	EC	
Community Home	L	L	L	L	L	L	P	P	--	P	P	P	P	P	--	--	--	L	--	Section 5.1.4.12
Fraternity or Sorority Building	--	--	--	--	--	--	C	C	--	--	--	C	P	P	--	--	--	--	--	Section 5.1.4.12
<b>COMMERCIAL USES</b>																				
Professional Office	--	--	--	--	--	--	L	P	--	--	--	L	P	P	P	P	--	--	P	Section 5.1.5.1
Medical, except as listed below:	--	--	--	--	--	--	L	P	--	--	--	L	P	P	P	--	--	--	P	Section 5.1.5.2
Urgent care, emergency clinic, or hospital	--	--	--	--	--	--	--	P	--	--	--	--	P	P	P	P	--	--	P	Section 5.1.5.2
Nursing/ retirement home	--	--	--	--	--	--	P	P	--	--	--	P	P	P	P	--	--	--	P	Section 5.1.5.2
Personal Services, except as listed below:	--	--	--	--	--	--	L	P	--	--	--	L	P	P	P	--	--	--	P	Section 5.1.5.3
Animal care (indoor)	C	--	--	--	--	--	--	P	--	--	--	--	P	P	P	--	--	--	P	Section 5.1.5.3
Animal care (outdoor)	C	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	--	C	Section 5.1.5.3
Funeral Home	--	--	--	--	--	--	--	C	--	--	--	--	C	C	P	--	--	--	P	Section 5.1.5.3
Adult Oriented Businesses	See Section 18, Article 6 of the City Code																			
All Retail Sales, except as listed below:	--	--	--	--	--	--	L	P	--	--	--	L	P	P	P	--	--	--	P	Section 5.1.5.4
Gasoline Sales	--	--	--	--	--	--	--	L	--	--	--	--	C	C	P	--	--	--	P	Section 5.1.5.4
Truck stop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	--	--	--	L	Section 5.1.5.4
Tattoo, body piercing	--	--	--	--	--	--	C	C	--	--	--	C	P	P	P	--	--	--	P	Section 5.1.5.4
Building material sales	--	--	--	--	--	--	--	C	--	--	--	--	C	C	P	P	P	--	P	Section 5.1.5.4
Vehicle Sales/ Rental	--	--	--	--	--	--	--	C	--	--	--	--	C	C	P	--	--	--	P	Section 5.1.5.4
Pawnshop	--	--	--	--	--	--	--	C	--	--	--	C	P	P	P	--	--	--	P	Section 5.1.5.4
Restaurant/ Bar, as listed below:																				
Eating Establishment	--	--	--	--	--	--	L	P	--	--	--	L	P	P	P	--	--	--	P	Section 5.1.5.5
Bar	--	--	--	--	--	--	--	C	--	--	--	--	C	C	C	--	--	--	C	Section 5.1.5.5
Mobile Food Court	--	--	--	--	--	--	--	C	--	--	--	--	P	P	--	--	--	--	--	Section 5.1.5.5
Sale of Alcohol for on premise consumption	--	--	--	--	--	--	C	C	--	--	--	C	C	C	C	--	--	--	C	Section 5.1.5.5
Overnight Lodging, as listed below:																				Section 5.1.5.6
Bed and Breakfast (up to 8 rooms)	L	C	C	C	C	L	L	P	--	P	C	P	P	P	--	--	--	--	P	Section 5.1.5.6
Boutique Hotel (9 - 30 rooms)	--	--	--	--	--	--	C	P	--	--	--	P	P	P	--	--	--	--	P	Section 5.1.5.6

TABLE 5.1 LAND USE MATRIX

TYPES OF LAND USES	CONVENTIONAL RESIDENTIAL				NEIGHBORHOOD DENSITY DISTRICTS				CHARACTER DISTRICTS					SPECIAL DISTRICTS					DEFINITION USE STANDARDS	
	FD	SF-R	SF-6	SF-4.5	ND-3	ND-3.5	ND-4	N-MS	CD-1	CD-2	CD-3	CD-4	CD-5	CD-5D	HC	LI	HI	MH		EC
Hotel/ Motel (more than 30 rooms)	--	--	--	--	--	--	--	P	--	--	--	--	P	P	--	--	--	--	P	Section 5.1.5.6
Outdoor Recreation, except as listed below:	--	--	--	--	--	--	--	C	--	--	--	--	P	C	P	--	--	--	P	Section 5.1.5.7
Golf Course	C	C	C	C	C	C	C	C	C	C	C	C	C	C	--	--	--	C	C	Section 5.1.5.7
Traveler Trailers/ RVs Short Term stays	P	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	P	--	Section 5.1.5.7
Shooting Range	C	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	--	C	Section 5.1.5.7
Indoor Recreation, except as listed below:	--	--	--	--	--	--	--	P	--	--	--	--	P	P	P	P	P	--	P	Section 5.1.5.8
Gym/ Health club	--	--	--	--	--	--	L	P	--	--	--	L	P	P	P	P	P	--	P	Section 5.1.5.8
Smoking Lounge	--	--	--	--	--	--	--	C	--	--	--	--	P	C	--	--	--	--	P	Section 5.1.5.8
Charitable Gaming Facility	--	--	--	--	--	--	--	--	--	--	--	--	C	--	C	--	--	--	C	Section 5.1.5.8
<b>PUBLIC &amp; INSTITUTIONAL</b>																				
Civic, except as listed below:	P	L	L	L	L	L	P	P	L	L	L	P	P	P	P	P	P	P	P	Section 5.1.6.1
Day Care Center	C	--	--	--	C	C	L	P	--	C	C	L	P	P	P	--	--	--	P	Section 5.1.6.1
Parks, Open Space, and Greenways	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 5.1.6.2
Minor Utilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 5.1.6.3
Major Utilities	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	C	--	--	Section 5.1.6.3
Antenna	See Section 5.1.6.3D																			
<b>INDUSTRIAL</b>																				
Light Industrial	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	P	P	--	C	Section 5.1.7.1
Light Manufacturing	--	--	--	--	--	--	--	C	--	--	--	--	P	P	P	P	P	--	P	Section 5.1.7.2
Vehicle Service, as listed below:																				Section 5.1.7.3
Car Wash	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	C	Section 5.1.7.3
Vehicle repair (minor)	--	--	--	--	--	--	--	C	--	--	--	--	P	P	P	P	P	--	C	Section 5.1.7.3
Vehicle repair (major)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	C	Section 5.1.7.3
Warehouse & Distribution	--	--	--	--	--	--	--	--	--	--	--	--	C	--	P	P	P	--	P	Section 5.1.7.4
Waste-Related service	--	--	--	--	--	--	--	--	--	--	--	--	C	--	P	P	P	--	--	Section 5.1.7.5
Wholesale trade	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	Section 5.1.7.6
Self Storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	C	Section 5.1.7.7
Research and Development	--	--	--	--	--	--	--	--	--	--	--	--	C	C	P	P	P	--	C	Section 5.1.7.8
Wrecking/Junk Yard	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	Section 5.1.7.9

# Zoning District Comparison Chart

Topic	Existing Zoning: Future Development (FD)	Proposed Zoning: Character District – 3 (CD-3)
<b>Zoning Description</b>	The Future Development (FD) District is intended to serve as a temporary zoning district for properties that shall develop in the future, but have been newly annexed and/or are not yet ready to be zoned for a particular Use. Characterized by primarily agricultural use with woodlands and wetlands and scattered buildings.	The CD-3 district is primarily intended to accommodate one and two family houses. Uses that would substantially interfere with the residential nature of the district are not allowed.
<b>Uses</b>	Residential ( <i>See Land Use Matrix</i> )	Residential ( <i>See Land Use Matrix</i> )
<b>Parking Location</b>	No location standards	No parking in the 1st layer; Garage design/orientation requirements
<b>Parking Standards</b>	2 spaces per dwelling unit (Single Family Detached)	2 spaces per dwelling unit (Single Family Detached)
<b>Max Residential Units per acre</b>	0.4 units per acre (max)	10 units per acre (max)
<b>Occupancy Restrictions</b>	N/A	N/A
<b>Landscaping</b>	Tree and shrub requirements	Tree and shrub requirements
<b>Building Height (max)</b>	2 stories	2 stories
<b>Setbacks</b>	Based on Zoning District	Based on Zoning District
<b>Impervious Cover (max)</b>	30%	60%
<b>Lot Sizes</b>	Allows a variety of lot sizes depending on Building Type.	Allows a variety of lot sizes depending on Building Type.
<b>Streetscapes</b>	Residential Street: 5' sidewalk for lots smaller than 1 acre, street trees every 40' on center average, 7' planting area between sidewalk and street required.	Residential Street: 5' sidewalk, street trees every 40' on center average, 7' planting area between sidewalk and street required.
<b>Blocks</b>	No Block Perimeter Required	2,800 ft. Block Perimeter max

ZC-19-10 (3200 Block of South Old Bastrop Hwy) Zoning Change Review (By Comp Plan Element)

LAND USE – Preferred Scenario Map / Land Use Intensity Matrix

	YES	NO (map amendment required)
Does the request meet the intent of the Preferred Scenario Map and the Land Use Intensity Matrix?	X – East Village Medium Intensity Zone	

ECONOMIC DEVELOPMENT – Furthering the goal of the Core 4 through the three strategies

STRATEGY	SUMMARY	Supports	Contradicts	Neutral
Preparing the 21 <sup>st</sup> Century Workforce	Provides / Encourages educational opportunities			X
Competitive Infrastructure & Entrepreneurial Regulation	Provides / Encourages land, utilities and infrastructure for business			X
The Community of Choice	Provides / Encourages safe & stable neighborhoods, quality schools, fair wage jobs, community amenities, distinctive identity			X

ENVIRONMENT & RESOURCE PROTECTION – Land Use Suitability & Development Constraints

	1 (least)	2	3 (moderate)	4	5 (most)
Level of Overall Constraint	X				
Constraint by Class					
Cultural	X				
Edwards Aquifer	X				
Endangered Species	X				
Floodplains	X				
Geological	X				
Slope	X				
Soils	X				
Vegetation	X				
Watersheds	X				
Water Quality Zone	X				

ENVIRONMENT & RESOURCE PROTECTION – Water Quality Model Results

Located in Subwatershed:	Cottonwood Creek Watershed				
	0-25%	25-50%	50-75%	75-100%	100%+
Modeled Impervious Cover Increase Anticipated for watershed					X
Notes: The property is located within the Cottonwood Creek Watershed. Most of the area that is located within this watershed is primarily rural, undeveloped, and used for agriculture. The Comprehensive Plan states that the rise in impervious cover can be attributed to multiple intensity zones located within the watershed.					

NEIGHBORHOODS – Where is the property located

CONA Neighborhood(s):	N/A – Outside City Limits
Neighborhood Commission Area(s):	N/A – Outside City Limits
Neighborhood Character Study Area(s):	N/A

PARKS, PUBLIC SPACES AND FACILITIES –Availability of parks and infrastructure

				YES	NO
Will Parks and / or Open Space be Provided? <a href="#">Parkland dedication or fee-in-lieu will be required at time of plat. In addition, the San Marcos Development Code requires a \$400/unit Parkland Development Fee to be paid prior to development.</a>				X	
Will Trails and / or Green Space Connections be Provided?					X
Maintenance / Repair Density	Low (maintenance)		Medium		High (maintenance)
Wastewater Infrastructure	X				
Water Infrastructure	X				
Public Facility Availability				YES	NO
Parks / Open Space within ¼ mile (walking distance)? <a href="#">The development will be required to dedicate required parkland at the time of plat. The nearest park is the Cottonwood Creek Park.</a>					X
Wastewater service available? <a href="#">Wastewater lines will also be required throughout the development to service the property.</a>				X	
Water service available? <a href="#">Water lines will be also required throughout the development to service the property.</a>				X	

TRANSPORTATION – Level of Service (LOS), Access to sidewalks, bicycle lanes and public transportation

		A	B	C	D	F
Existing Daily LOS	<a href="#">South Old Bastrop Highway</a> <a href="#">Rattler Road</a>	X X				
Existing Peak LOS	<a href="#">South Old Bastrop Highway</a> <a href="#">Rattler Road</a>	X X				
Preferred Scenario Daily LOS	<a href="#">South Old Bastrop Highway</a> <a href="#">Rattler Road</a>	X X				
Preferred Scenario Peak LOS	<a href="#">South Old Bastrop Highway</a> <a href="#">Rattler Road</a>	X		X		
<a href="#">Note: The property will be required to meet the Transportation Master Plan and construct required streets per the Block Standards in the Development Code.</a>						
			N/A	Good	Fair	Poor
Sidewalk Availability (Required to build.)			X			
<a href="#">Sidewalks will be required to be constructed at the time of development.</a>						
			YES	NO		
Adjacent to existing bicycle lane? <a href="#">The development will be responsible for constructing required bike infrastructure within new proposed streets.</a>				X		
Adjacent to existing public transportation route?				X		

# ZONING CHANGE, OVERLAY OR ESTABLISHMENT OF A HISTORIC DISTRICT/LANDMARK APPLICATION



Updated: October, 2018

Case # ZC-\_\_\_\_-\_\_\_\_

## CONTACT INFORMATION

<b>Applicant's Name</b>	Doucet & Associates (Ed Theriot)	<b>Property Owner</b>	SHC Holdings (Scott Snyder)
<b>Applicant's Mailing Address</b>	7401B Hwy. 71 W., Ste. 160 Austin, TX 78735	<b>Owner's Mailing Address</b>	P.O. Box 160523 Austin, TX 78716-0523
<b>Applicant's Phone #</b>	512-583-2600 o / 512-618-2865 c	<b>Owner's Phone #</b>	512-347-7320
<b>Applicant's Email</b>	etheriot@doucetengineers.com	<b>Owner's Email</b>	ssnyder@rstaxcpa.com

## PROPERTY INFORMATION

**Subject Property Address(es):** E. McCarty & S. Old Bastrop Hwy, San Marcos, TX 78666

**Legal Description:** Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision 29.4 ac out of Cyrus Wickson Survey, Abstract #474

**Total Acreage:** 29.4 acres (out of 31.456 ac) **Tax ID #: R** 85746

**Preferred Scenario Designation:** Dev. Zone: East Village **Existing Zoning:** ETJ

**Existing Land Use(s):** Vacant

## DESCRIPTION OF REQUEST

**Proposed Zoning District(s):** CD-3

**Proposed Land Uses / Reason for Change:** \_\_\_\_\_

Annexation application has been submitted, Site development for single-family residential development requires rezoning

## AUTHORIZATION

*I certify that the information on this application is complete and accurate. I understand the fees and the process for this application. I understand my responsibility, as the applicant, to be present at meetings regarding this request.*

**Filing Fee\*** \$1,030 plus \$100 per acre **Technology Fee** \$12 **MAXIMUM COST** \$3,012

*\*Existing Neighborhood Regulating Plan Included.*

**Submittal of this digital Application shall constitute as acknowledgement and authorization to process this request.**

**APPLY ONLINE – [WWW.MYGOVERNMENTONLINE.ORG/](http://WWW.MYGOVERNMENTONLINE.ORG/)**



## CHECKLIST FOR ZONING CHANGE, ZONING OVERLAY OR HISTORIC DISTRICT

The following items are requested for consideration of this application. These and additional items may be required at the request of the Department		Comments
<input type="checkbox"/>	Pre-application conference with staff is recommended Please call 512-393-8230 to schedule	
<input type="checkbox"/>	Completed Application for Zoning Change, Overlay, or Establishment of Historic District/Landmark	
<input type="checkbox"/>	Copy of Subdivision Plat or Metes & Bounds	Metes & bounds for overall subdivision is attached
<input type="checkbox"/>	CAD file in grid for GIS integration. Projection: NAD 1983 StatePlane Texas South Central FIPS 4204 Feet	
<input type="checkbox"/>	Certificate of no tax delinquency	Copies of current Account Summary & Tax Receipts are attached
<input type="checkbox"/>	Proof of Ownership	Deed attached: Vol. 4595, Pg. 398
<input type="checkbox"/>	Lien Holder(s) Name and Mailing Address(es)	Trustee: Rex G. Baker, III, P.O. Box 718, Dripping Springs, TX 78620
<input type="checkbox"/>	Agreement to the placement of notification signs and acknowledgement of notification requirements	Attached
<input type="checkbox"/>	Property Owner Authorization	Signed Agent Authorization Letter is attached.
<input type="checkbox"/>	Filing Fee \$1,030 + \$100 per acre (\$3,000 max) Technology Fee \$12	
<p><b>**San Marcos Development Code Section 2.3.1.1(C): “Every application accepted by the responsible official for filing shall be subject to a determination of completeness...the responsible official is not required to review an application unless it is complete...”</b></p>		

September 6, 2019

Authority Having Jurisdiction (AHJ)

RE: Agent Authorization for an approximately 36 tract located at the intersection of Rattler Road and CR 266 in Hays County, Texas

Doucet & Associates, Inc. is authorized to act as Agents for SHC, Holdings, LLC, owner of the property, locally known as ABS 474, being a 31.456 AC tract and a 3.944 acre tract located in the Cyrus Wickson Survey, with regard to coordinating, submitting and processing all necessary development related permits, zoning requests and plats with the various Authorities Having Jurisdiction.

If you should have any questions, please contact me.

**SHC Holdings, LLC**

By:



---

**Scott Snyder**  
**ssnyder@rstaxcpa.com**  
**512-347-7320**

**AGREEMENT TO THE PLACEMENT OF NOTIFICATION SIGNS  
AND ACKNOWLEDGEMENT OF NOTIFICATION REQUIREMENTS**

The City of San Marcos Development Code requires public notification in the form of notification signs on the subject property, published notice, and / or personal notice based on the type of application presented to the Planning Commission and / or City Council.

- Notification Signs: if required by code, staff shall place notification signs on each street adjacent to the subject property and must be placed in a visible, unobstructed location near the property line. It is unlawful for a person to alter any notification sign, or to remove it while the request is pending. However, any removal or alteration that is beyond the control of the applicant shall not constitute a failure to meet notification requirements. ***It shall be the responsibility of the applicant to periodically check sign locations to verify that the signs remain in place had have not been vandalized or removed. The applicant shall immediately notify the responsible official of any missing or defective signs. It is unlawful for a person to alter any notification sign, or to remove it while the case is pending; however, any removal or alteration that is beyond the control of the applicant shall not constitute a failure to meet notification requirements.***
- Published Notice: if required by code, staff shall publish a notice in a newspaper of general circulation in accordance with City Codes and the Texas Local Government Code. ***If, for any reason, more than one notice is required to be published it may be at the expense of the applicant. The renotification fee shall be \$88 plus an \$12 technology fee.***
- Personal Notice: if required by code, staff shall mail personal notice in accordance with City Codes and the Texas Local Government Code. ***If, for any reason, more than one notice is required to be mailed it may be at the expense of the applicant. The renotification fee shall be \$88 plus a \$12 technology fee.***

*I have read the above statements and agree to the required public notification, as required, based on the attached application. The City's Planning and Development Services Department staff has my permission to place signs, as required, on the property and I will notify City staff if the sign(s) is/are damaged, moved or removed. I understand the process of notification and public hearing and hereby submit the attached application for review by the City.*

Signature:  \_\_\_\_\_

Date: 9/30/2019 \_\_\_\_\_

Print Name: Ed Theriot \_\_\_\_\_



McCarty Lane  
Hays County, Texas

D&A Job No. 1787-001  
November 27, 2019

**METES & BOUNDS DESCRIPTION  
For 29.40 Acres [1,280,644 Square Feet]**

**BEING A 29.40 ACRE [1,280,644 SQUARE FEET] TRACT OF LAND OUT OF THE CYRUS WICKSON SURVEY, ABSTRACT NUMBER 474, BEING OUT OF A CALLED 35.40 ACRE TRACT OF LAND DESCRIBED IN VOLUME 4595, PAGE 398 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], SAID 29.40 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a calculated point in the south line of said 35.40 acre tract, same being in the apparent northwest right-of-way line of Old Bastrop Road (County Road 266), no record information found, and same being a point in the arc of a curve to the right;

**THENCE**, with the southeast line of said 35.40 acre and the apparent northwest right-of-way line of Old Bastrop Road, the following two (2) courses and distances;

- 1) With said curve to the right, having an arc length of 180.25 feet, a radius of 460.00 feet, a delta angle of  $22^{\circ}27'04''$ , and a chord which bears  $S41^{\circ}08'02''W$ , a distance of 179.10 feet to a found 1/2 inch iron rod,
- 2)  $S52^{\circ}22'02''W$ , passing at 885.61 feet, a 1/2 inch iron rod, found for reference, and continuing in all 942.24 feet to a 1/2 inch iron rod, found for the south corner of said 35.40 acres and the herein described tract, same being the southeast corner of a called 10.265 acre tract, described in Volume 2761, Page 162 [O.P.R.H.C.T.]

**THENCE**,  $N46^{\circ}06'13''W$ , with the southwest line of said 35.40 acres and the northeast line of said 10.265 acres, for a distance of 1,335.73 feet to 1/2 inch iron rod, found for the west corner of said 35.40 acres, the north corner of said 10.265 acres, and same being in the southeast line of a called 60.435 acre tract described in Volume 3698, Page 591 [O.P.R.H.C.T.];

**THENCE**,  $N44^{\circ}08'35''E$ , with the westerly northwest line of said 35.40 acres, and the southeast line of said 60.435 acres, for a distance of 697.25 feet to a 1/2 inch iron rod, found for the westerly north corner of said 35.40 acres and the herein described tract, same being the west corner of A Hillside Village, Section 1, as recorded in Volume 8, Page 148 of the Plat Records of Hays County, Texas [P.R.H.C.T.], same being the west corner of Lot 9 of said A Hillside Village, Section 1;

**(CONTINUED ON NEXT PAGE)**

**THENCE**, S46°01'51"E, with the westerly northeast line of said 35.40 acres, and the southwest line of said Lot 9, for a distance of 335.04 feet to a 1/2 inch iron rod with "Byrn" cap, found for the south corner of said Lot 9, same being in the northwest right-of-way line of Cerro Vista Drive, 60 feet wide per recorded plat;

**THENCE**, S19°22'40"E, continuing with the westerly northeast line of said 35.40 acres and the southerly terminus right-of-way line of Cerro Vista Drive, for a distance of 67.29 feet to a 1/2 inch iron rod, found in the southeast right-of-way line of Cerro Vista Drive, same being the west corner of Lot 17 of said A Hillside Village, Section 1;

**THENCE**, with the common lines of the 35.40 acres to Lots 17, 16, 15, and 14 of said A Hillside Village, Section 1, the following three (3) courses and distances;

- 1) S46°02'02" E, a distance of 286.55 feet to a 1/2 inch iron rod, found for the south corner of Lot 17,
- 2) N44°07'40"E, passing at a distance of 233.93 feet, a 1/2 inch iron rod, found for the common southerly corner of Lots 16 and 15, and continuing in all 350.84 feet to 1/2 inch iron rod, found for an angle point in a northwest line of said 35.40 acres and the herein described tract, same being the common southerly corner of Lots 15 and 14,
- 3) N47°46'10"E, a distance of 98.70 feet a calculated point for the easterly north corner of the herein described tract, same being in the south line of Lot 14;

**THENCE**, S45°45'12"E, over and across said 35.40 acre tract, for a distance of 773.13 feet back to the **POINT OF BEGINNING** of the herein described tract and containing 29.40 acres [1,280,644 square feet].

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010.  
Units: U.S. Survey Feet.

This survey was performed without the benefit of a title commitment. Easements or other matters of record may exist where none are shown.

I, Garrett Cavaiuolo, Registered Professional Land Surveyor, hereby certify that this metes and bounds description represents an actual survey performed on the ground under my supervision.

  
\_\_\_\_\_  
Garrett Cavaiuolo  
Registered Professional Land Surveyor  
Texas Registration No. 6714  
Doucet & Associates, Inc.  
GCavaiuolo@DoucetEngineers.com  
TBPLS Firm No. 10105800

11/27/19  
Date



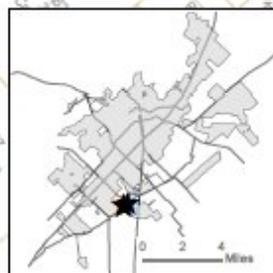
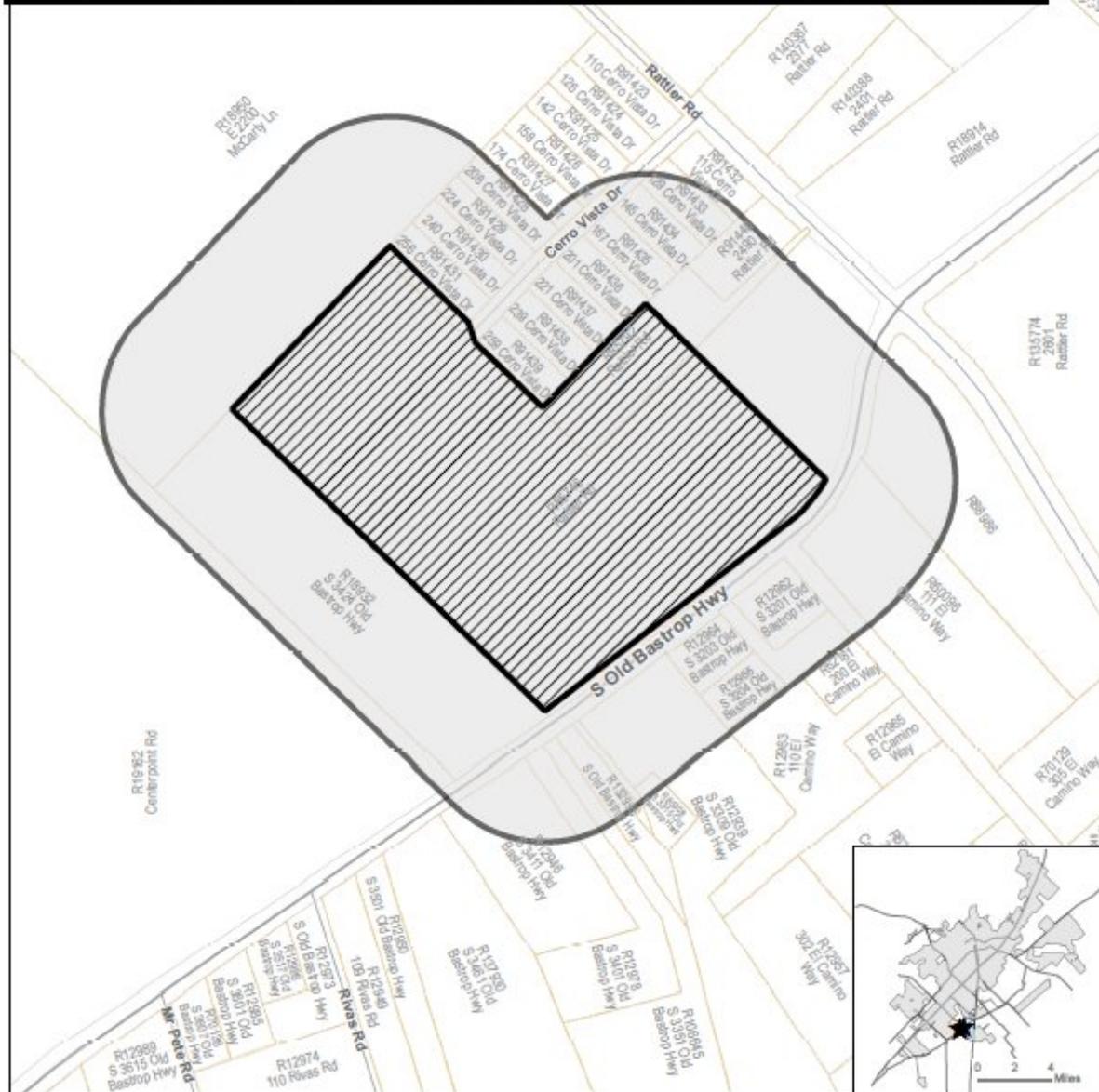
# Ordinance 2020-XX

## South Old Bastrop Highway Zoning Change

Receive a Staff presentation and hold a public hearing to receive comments for or against Ordinance 2020-XX, by Doucet and Associates on behalf of SHC Holdings, LLC, amending the Official Zoning Map of the City by rezoning 29.4 acres, more or less, out of the Cyrus Wickson Survey, Abstract 474, Hays County, generally located in the 3200 Block of South Old Bastrop Hwy, from “FD” Future Development to “CD-3” Character District - 3, and including procedural provisions on the first of two readings, and consider approval of Ordinance 2020-XX, on the first of two readings.

**Location:**

- Approximately 29.4 acres
- **Current Configuration:**  
Vacant / Agricultural land
- Surrounding uses include:
  - Single-family (ETJ)
  - San Marcos High School
  - Vacant / rural
- Located outside the City Limits (Extraterritorial Jurisdiction)



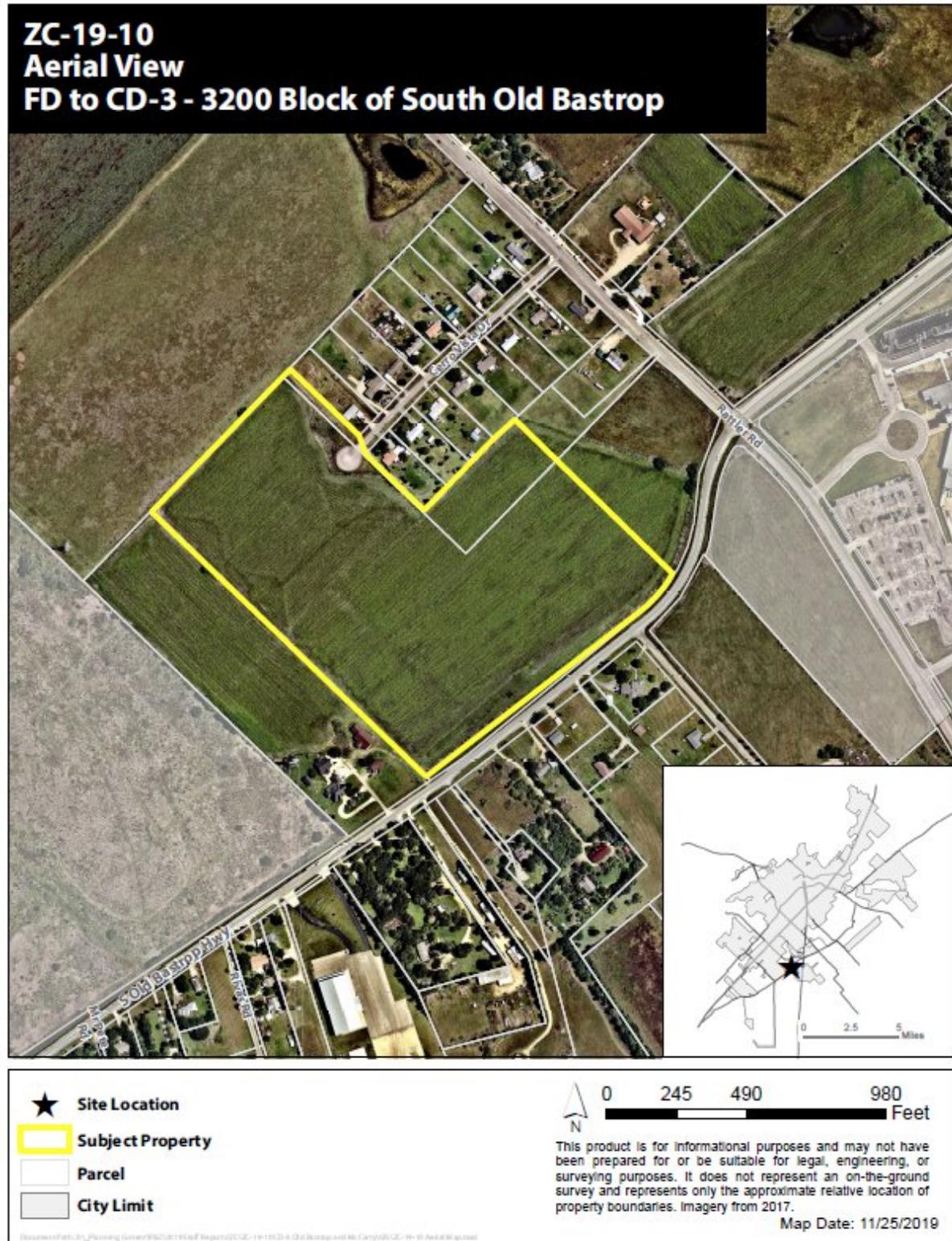
★	Site Location	<p>0 250 500 1,000 Feet</p>
	Subject Property	
	400' Buffer	
	Parcel	
	City Limit	

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Map Date: 11/19/2019

## Context & History

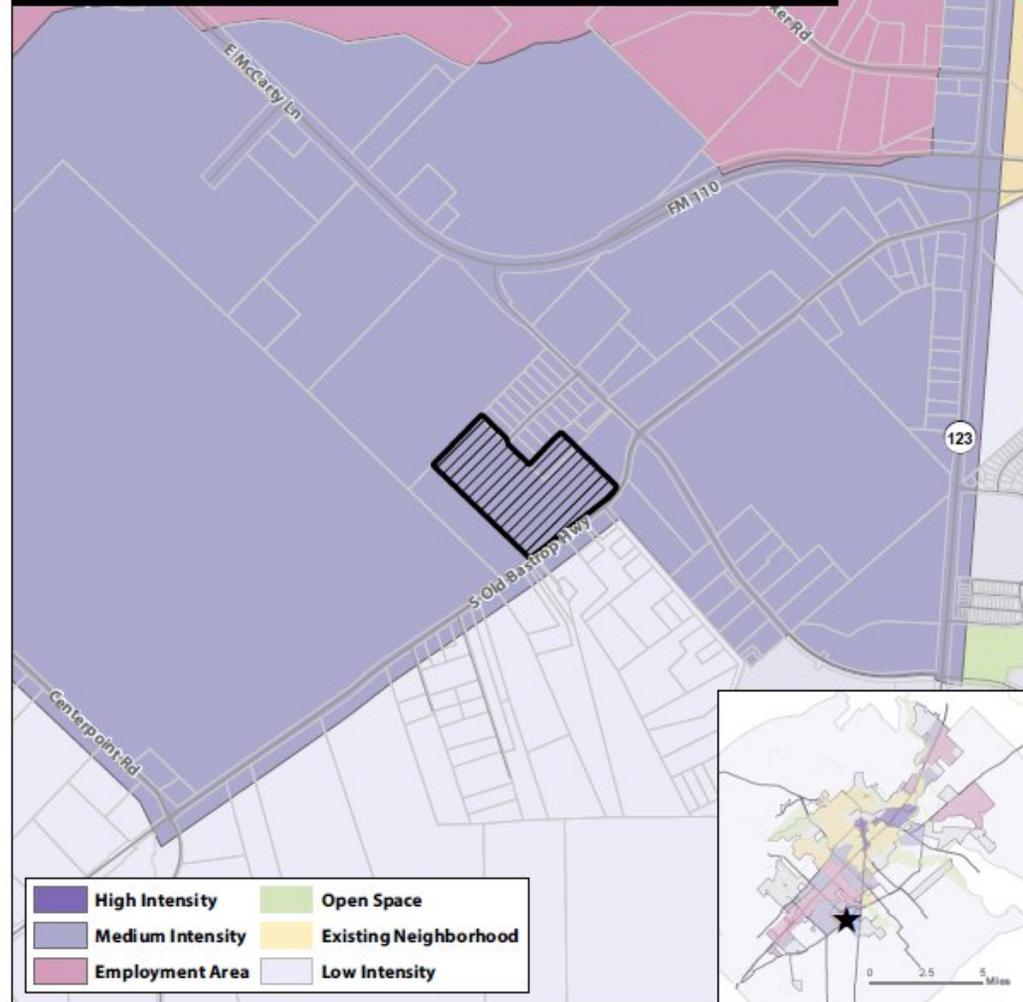
- **Existing Zoning:** Outside City Limits (ETJ)
- **Proposed Zoning:** Character District - 3 (CD-3)
- Proposed CD-3 zoning allows for residential uses and Building Types.
- Annexation request is being processed concurrently for property located outside City Limits
  - FD zoning is default classification for newly annexed land.



## ZC-19-10 Existing Zoning Map FD to CD-3 - 3200 Block of South Old Bastrop



## ZC-19-10 Preferred Scenario FD to CD-3 - 3200 Block of South Old Bastrop Hwy



- ★ Site Location
- ▨ Subject Property
- ▭ Parcels
- ▭ City Limit



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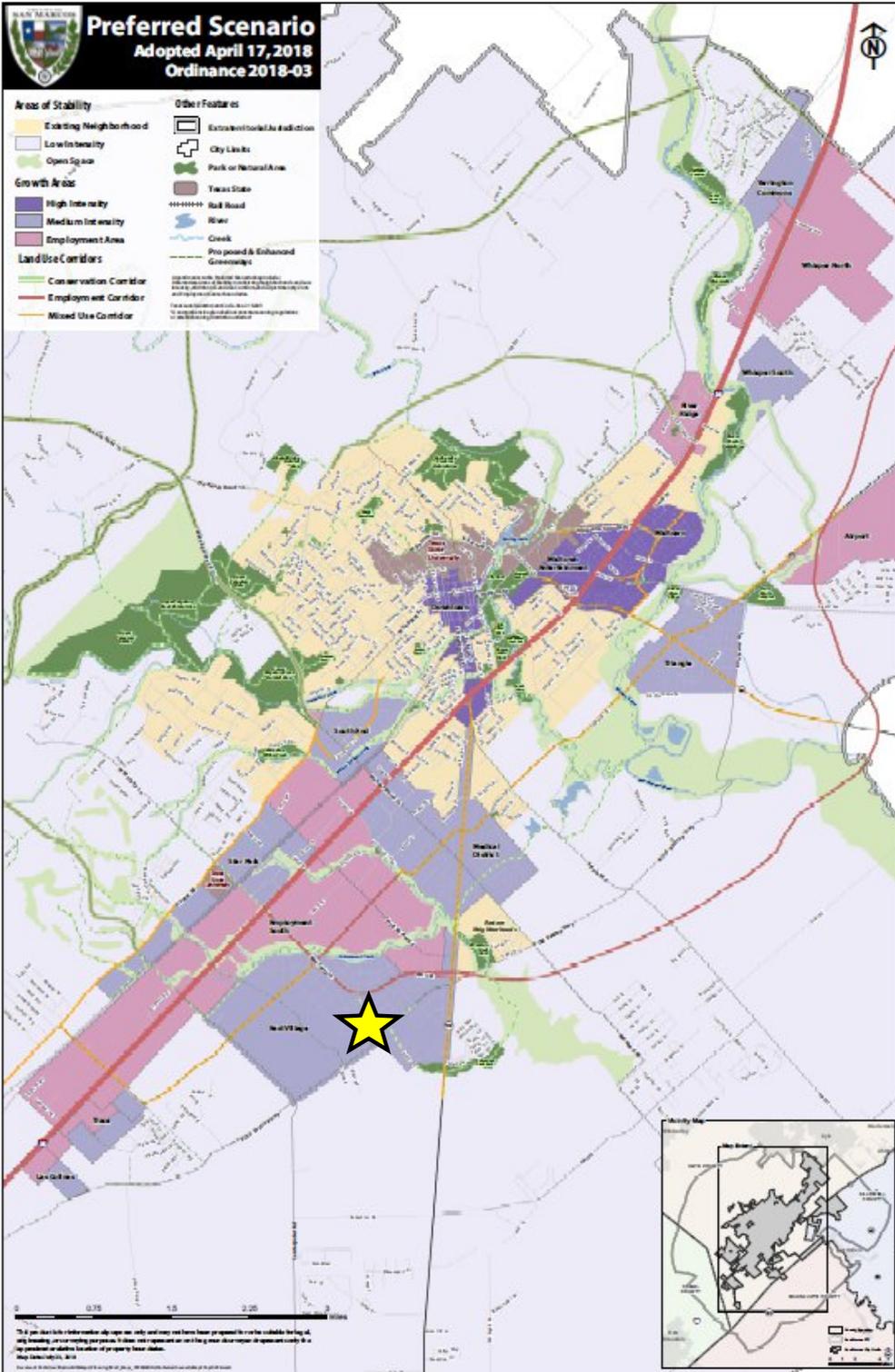
Map Date: 11/25/2019

- ★ Site Location
- ▨ Subject Property
- ▭ Parcels
- ▭ City Limit



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Map Date: 11/25/2019



# Comprehensive Plan Analysis

**Step 1:** Where is the property located on the Comprehensive Plan?

**Located in a Medium Intensity Zone**

“An area of change intended to accommodate the City’s future growth and expansion where people can meet their daily needs within a short walk, bike, transit trip, or drive” (4.1.1.6)

# Comprehensive Plan Analysis

**Step 2:** Is the request consistent with the Comprehensive Plan / District Translation Table?

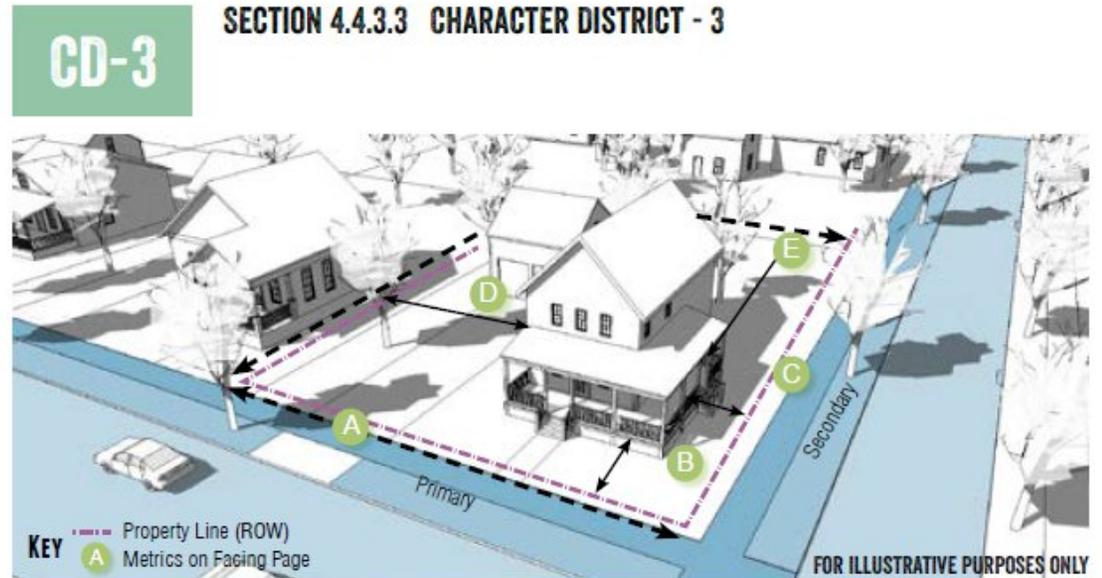
**Applicant is requesting a “Character District” (CD-3) within a Medium Intensity Zone.**

**TABLE 4.1 COMPREHENSIVE PLAN / DISTRICT TRANSLATION**

DISTRICT CLASSIFICATION	COMPREHENSIVE PLAN DESIGNATIONS					
	OPEN SPACE/ AGRICULTURAL	LOW INTENSITY	EXISTING NEIGHBORHOOD	MEDIUM OR HIGH INTENSITY ZONE	EMPLOYMENT CENTER	CORRIDOR
Conventional Residential	NP	NP	C	--	--	--
Neighborhood Density Districts	NP	NP	See Section 4.1.2.4 - 4.1.2.5	NP	NP	C
<b>Character Districts</b>	NP	C	--	C	NP	C
Special Districts	--	NP	NP	NP	C	C
Legend	-- = Not Allowed (PSA Required)		NP = Not Preferred		C = Consider	

# CD-3 Zoning Analysis:

- CD-3 zoning is primarily intended to accommodate one and two family houses. Uses that would substantially interfere with the residential nature of the district are not allowed.
- **Allowable Building Types:** *House, Cottage, Accessory Dwelling Unit, Cottage Court, Duplex, Zero Lot Line House, Civic Building*
- Proposed rezoning aligns with vision of the Comprehensive Plan, which states that the community needs **diversified housing options**.
- The property is vacant and shown to be in a low constrained area. There is no floodplain on the property.



**GENERAL DESCRIPTION**

The CD-3 district is primarily intended to accommodate one and two family houses. Uses that would substantially interfere with the residential nature of the district are not allowed.

**DENSITY**

Impervious Cover	60% max.
Units Per Gross Acre	10 max.

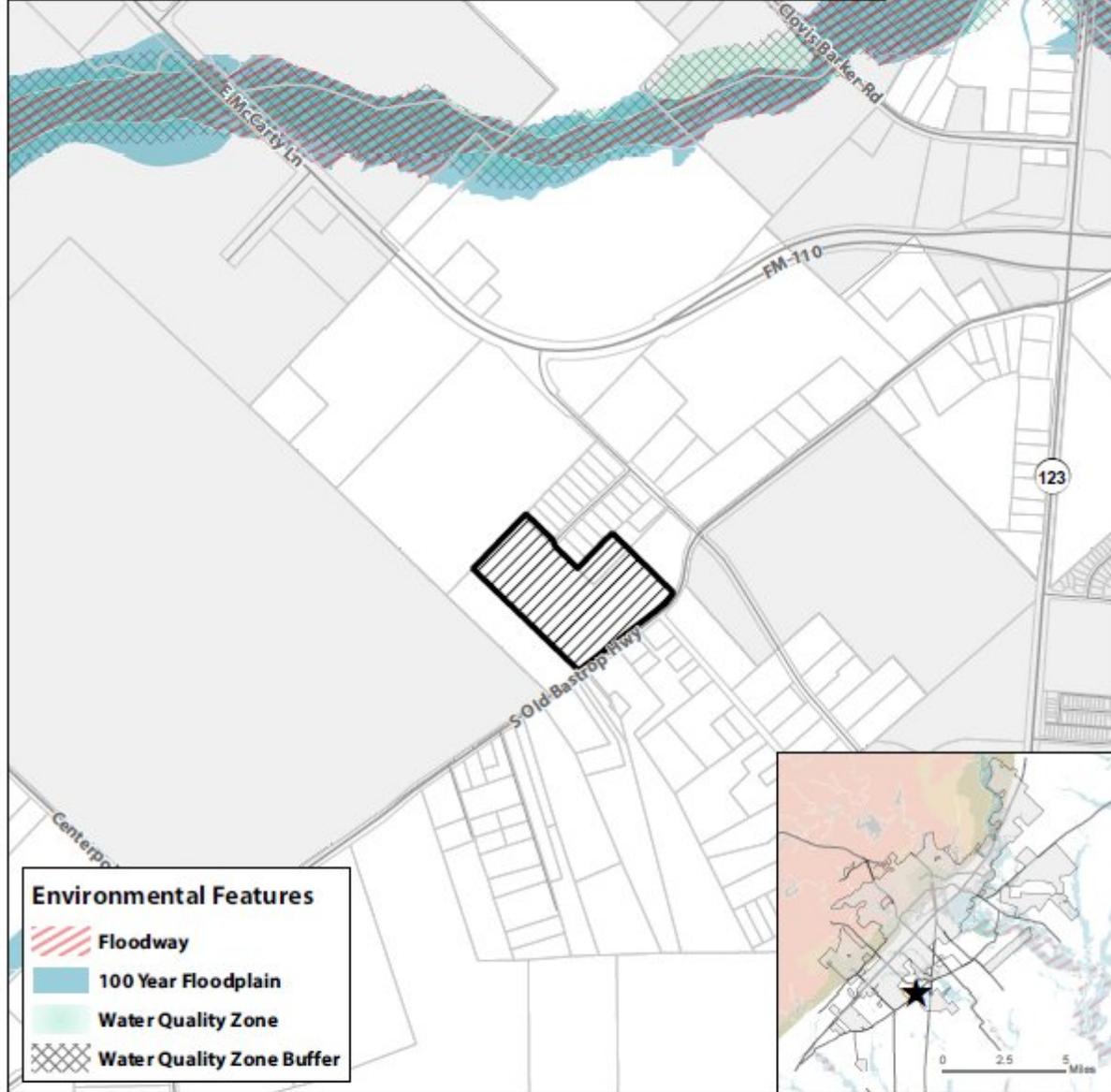
**TRANSPORTATION**

Block Perimeter	2,800 ft. max.	Section 3.6.2.1
Streetscape Type	Residential	Section 3.8.1.10

**BUILDING TYPES ALLOWED**

Accessory Dwelling	Section 4.4.6.1
House	Section 4.4.6.2
Cottage	Section 4.4.6.3
Cottage Court	Section 4.4.6.4
Duplex	Section 4.4.6.5
Zero Lot Line House	Section 4.4.6.6
Civic Building	Section 4.4.6.15

**ZC-19-10  
Environmental Features  
FD to CD-3 - 3200 Block of South Old Bastrop Hwy**



**Environmental Features**

- Floodway
- 100 Year Floodplain
- Water Quality Zone
- Water Quality Zone Buffer

- Site Location
- Subject Property
- Parcels
- City Limit



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Map Date: 11/26/2019

## Infrastructure

- **Street Requirements**

- Transportation Master Plan
- Block perimeter requirements
- Bike facility requirements
- Sidewalk connections
- Traffic Impact Analysis (TIA)

- **Parkland Dedication + Development**

- Land dedication and development of infrastructure (fee-in-lieu may be requested)
- Approved by Parks Board
- Active recreation
- Neighborhood / regional parks
- Parkland types

- **Environmental Requirements**

- Watershed Protection Plan
- Lot and street landscaping







## Staff Recommendation:

At their December 10, 2019 Meeting, the Planning and Zoning Commission recommended **approval** of the zoning change with a 8-0 vote.

Staff provides this request to the Council for your consideration and recommends **approval** of the request for a zoning change from “FD” Future Development to “CD-3” Character District – 3

# Zoning District Comparison Chart

Topic	Existing Zoning: Future Development (FD)	Proposed Zoning: Character District – 3 (CD-3)
Zoning Description	The Future Development (FD) District is intended to serve as a temporary zoning district for properties that shall develop in the future, but have been newly annexed and/or are not yet ready to be zoned for a particular Use. Characterized by primarily agricultural use with woodlands and wetlands and scattered buildings.	The CD-3 district is primarily intended to accommodate one and two family houses. Uses that would substantially interfere with the residential nature of the district are not allowed.
Uses	Residential (See Land Use Matrix)	Residential (See Land Use Matrix)
Parking Location	No location standards	No parking in the 1st layer; Garage design/orientation requirements
Parking Standards	2 spaces per dwelling unit (Single Family Detached)	2 spaces per dwelling unit (Single Family Detached)
Max Residential Units per acre	0.4 units per acre (max)	10 units per acre (max)
Occupancy Restrictions	N/A	N/A
Landscaping	Tree and shrub requirements	Tree and shrub requirements
Building Height (max)	2 stories	2 stories
Setbacks	Based on Zoning District	Based on Zoning District
Impervious Cover (max)	30%	60%
Lot Sizes	Allows a variety of lot sizes depending on Building Type.	Allows a variety of lot sizes depending on Building Type.
Streetscapes	Residential Street: 5' sidewalk for lots smaller than 1 acre, street trees every 40' on center average, 7' planting area between sidewalk and street required.	Residential Street: 5' sidewalk, street trees every 40' on center average, 7' planting area between sidewalk and street required.
Blocks	No Block Perimeter Required	2,800 ft. Block Perimeter max



## Legislation Text

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**File #:** Ord. 2020-03, **Version:** 1

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**AGENDA CAPTION:**

Receive a Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-03, amending the Official Zoning Map of the City by rezoning approximately six acres out of the Cyrus Wickson Survey, Abstract No. 474, Hays County, generally located at the western corner of South Old Bastrop Highway and Rattler Road, from "FD" Future Development District to "CD-5" Character District 5; and including procedural provisions; and consider approval of Ordinance 2020-03, on the first of two readings.

**Meeting date:** January 7, 2020

**Department:** Planning and Development Services

**Amount & Source of Funding**

**Funds Required:** n/a

**Account Number:** n/a

**Funds Available:** n/a

**Account Name:** n/a

**Fiscal Note:**

**Prior Council Action:** n/a

**City Council Strategic Initiative:**

N/A

**Comprehensive Plan Element (s):**

- Economic Development - Choose an item.
- Environment & Resource Protection - Choose an item.
- Land Use - Direct Growth, Compatible with Surrounding Uses
- Neighborhoods & Housing - Diversified housing options to serve citizens with varying needs and interests
- Parks, Public Spaces & Facilities - Choose an item.
- Transportation - Choose an item.
- Not Applicable

**Master Plan:**

Vision San Marcos - A River Runs Through Us

**Background Information:**

The subject property is currently located outside the City Limits in the Extraterritorial Jurisdiction (ETJ). The property is currently vacant and is diagonally opposite from the San Marcos High School and adjacent to vacant and residential uses.

The purpose of this zoning change is to allow the development of retail corner uses allowed within CD-5 zoning. The applicant is also requesting a rezoning to CD-3 for 29.4 acres abutting the subject property. This request is being considered as part of a separate zoning request (ZC-19-10). Both zoning requests are being processed concurrently with an annexation request for the property.

The City of San Marcos will provide water and wastewater services at the site. The developer will be responsible for extending water and wastewater facilities through the site. Bluebonnet Electric Cooperative will provide electric service to this development.

**Council Committee, Board/Commission Action:**

**Planning and Zoning Commission Meeting: December 10, 2019**

**Speakers in favor or opposed:**

1. Ed Theriot (in favor)
2. Rosanna Ramirez (did not state position)
3. Angela Pates (did not state position)
4. Robert Tijerina (did not state position)
5. Richard Ramirez (did not state position)
6. Mary Alice Gomez (did not state position)

**Recommendation from the Planning and Zoning Commission meeting held December 10, 2019:**

A motion was made by Commissioner Gleason, seconded by Commissioner Moore to approve ZC-19-11. The motion carried 7-1.

- **For:** (7) Chairperson Garber, Vice Chairperson Gleason, Commissioner McCarty, Commissioner Haverland, Commissioner Dillon, Commissioner Moore, and Commissioner Agnew
- **Against:** (1) Commissioner Rand
- **Absent:** (1) Commissioner Kelsey

**Alternatives:**

n/a

**Recommendation:**

Staff provides this request to the Commission for your consideration and recommends approval of the request for a zoning change from “FD” Future Development to “CD-5” Character District - 5.

**ORDINANCE NO. 2020-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY REZONING APPROXIMATELY SIX ACRES OUT OF THE CYRUS WICKSON SURVEY, ABSTRACT NO. 474, HAYS COUNTY, GENERALLY LOCATED AT THE WESTERN CORNER OF SOUTH OLD BASTROP HIGHWAY AND RATTLER ROAD, FROM “FD” FUTURE DEVELOPMENT DISTRICT TO “CD-5” CHARACTER DISTRICT 5; AND INCLUDING PROCEDURAL PROVISIONS.**

**RECITALS:**

1. On December 10, 2019, the Planning and Zoning Commission of the City of San Marcos held a public hearing regarding a request to change the zoning designation from “FD” Future Development District to “CD-5” Character District 5 for approximately six acres out of the Cyrus Wickson Survey, Abstract No. 474, Hays County, generally located at the western corner of South Old Bastrop Hwy and Rattler Road.

2. The Planning and Zoning Commission voted to recommend that the request be approved by the City Council.

3. The City Council held a public hearing on January 7, 2020 regarding the request.

4. All requirements pertaining to Zoning Map amendments have been met.

5. The City Council hereby finds and determines that the adoption of the following ordinance is in the interest of the public health, morals, welfare and safety.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:**

**SECTION 1.** The Official Zoning Map of the City is amended to rezone the tract of land described in Exhibit A, attached hereto and made a part hereof, from “FD” Future Development District to “CD-5” Character District 5.

**SECTION 2.** If any word, phrase, clause, sentence, or paragraph of this ordinance is held to be unconstitutional or invalid by a court of competent jurisdiction, the other provisions of this ordinance will continue in force if they can be given effect without the invalid portion.

**SECTION 3.** All ordinances and resolutions or parts of ordinances or resolutions in conflict with this ordinance are repealed.

**SECTION 4.** This ordinance will take effect after its passage, approval and adoption on second reading.

**PASSED AND APPROVED** on first reading on January 7, 2020.

**PASSED, APPROVED AND ADOPTED** on second reading on January 21, 2020.

Jane Hughson  
Mayor

Attest:

Tammy K. Cook  
Interim City Clerk

Approved:

Michael Cosentino  
City Attorney

## EXHIBIT A



Exhibit “ — ”

7401B Highway 71 West, Suite 160  
Austin, TX 78735  
Office: 512.583.2600  
Fax: 512.583.2601

[Doucetengineers.com](http://Doucetengineers.com)

McCarty Lane  
Hays County, Texas

D&A Job No. 1787-001  
September 06, 2019

### METES & BOUNDS DESCRIPTION For 6.00 Acres [261,359 Square Feet]

**BEING A 6.00 ACRE [261,359 SQUARE FEET] TRACT OF LAND OUT OF THE CYRUS WICKSON SURVEY, ABSTRACT NUMBER 474, BEING OUT OF A CALLED 35.40 ACRE TRACT OF LAND DESCRIBED IN VOLUME 4595, PAGE 398 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], SAID 6.00 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a 1/2 inch iron rod, found for the east corner of the herein described tract and said 35.40 acres, same being the south corner of a called 0.12 acre tract described in Volume 3592, Page 145 [O.P.R.H.C.T.] same being at the intersection of the apparent southwest right-of-way line of McCarty Lane (County Road 233), no record information found, and the apparent northwest right-of-way line of Old Bastrop Road (County Road 266), no record information found;

**THENCE**, with the southeast line of said 35.40 acre and the apparent northwest right-of-way line of Old Bastrop Road, the following four (4) courses and distances;

- 1) S23°16'03" W, a distance of 91.74 to a 1/2 inch iron rod with “Byrn” cap, found at the start of a curve to the left,
- 2) With said curve to the left, having an arc length of 175.93 feet, a radius of 540.00 feet, a delta angle of 18°40'02”, and a chord which bears S18°11'01”W, 175.16 feet to a found 1/2 inch iron rod with “Byrn” cap,
- 3) S08°50'48”W, a distance of 131.10 feet to a 1/2 inch iron rod found at the start of a curve to the right,
- 4) With said curve to the right, having an arc length of 170.97 feet, a radius of 460.00 feet, a delta angle of 21°17'41”, and a chord which bears S19°50'40”W, 169.98 feet to a point for the south corner of the herein described tract,

**THENCE**, N45°45'12”W, over and across said 35.40 acres, a distance of 773.15 feet to a point for the west corner of the herein described tract, same being in a northwest line of the 35.40 acres, and also being in the southeast line of Lot 14 of A Hillside Village, Section 1, as recorded in Volume 8, Page 148 of the Plat Records of Hays County, Texas [P.R.H.C.T.],

(CONTINUED ON NEXT PAGE)

COMMITMENT YOU EXPECT.  
EXPERIENCE YOU NEED.  
PEOPLE YOU TRUST.



**THENCE**, N47°46'10"E, with a northwest line of said 35.40 acres and the southeast lines of Lots 14, 13, and 12 of said A Hillside Village, Section 1, passing at a distance of 18.95 feet a 1/2 inch iron rod, found for the common southerly corner of Lots 14 and 13, and passing at a distance of 136.72 feet a 1/2 inch iron rod, found for the common southerly corner of Lots 13 and 12, and continuing in all 174.76 feet to a 1/2 inch iron rod, found for an exterior corner of said 35.40 acres and the herein described tract, same being the west corner of the remainder of Lot 18 of said A Hillside Village, section 1, further described in Document Number 16037515 [O.P.R.H.C.T.]

**THENCE**, with the lines common to the remainder of Lot 18 and said 35.40 acre tract, the following two (2) courses and distances;

- 1) S46°08'50" E, a distance of 159.87 feet to a 1/2 inch iron rod, found for the south corner of Lot 18,
- 2) N47°47'46"E, a distance of 321.75 feet, to a 1/2 inch iron rod with "Byrn" cap, found for the easterly north corner of said 35.40 acres and the herein described tract, being the east corner of the remainder of Lot 18, same being the south corner of a called 0.03 acre tract described in Volume 3510, Page 283 [O.P.R.H.C.T.], and same being in the apparent southwest right-of-way line of said McCarty Lane,

**THENCE**, with the apparent southwest right-of-way line of McCarty Lane and the easterly northeast line of said 35.40 acre tract, the following three (3) courses and distances;

- 1) S48°23'27" E, a distance of 118.08 feet to a point at the start of a curve to the right,
- 2) With said curve to the right, having an arc length of 37.92 feet, a radius of 969.00 feet, a delta angle of 02°14'31", and a chord which bears S46°46'08"E, 37.91 feet to a found 1/2 inch iron rod,
- 3) S46°09'13"E, a distance of 169.20 feet back to the **POINT OF BEGINNING** of the herein described tract and containing 6.00 acres [261,359 square feet].

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010.  
Units: U.S. Survey Feet.

This survey was performed without the benefit of a title commitment. Easements or other matters of record may exist where none are shown.

I, Garrett Cavaiuolo, Registered Professional Land Surveyor, hereby certify that this metes and bounds description represents an actual survey performed on the ground under my supervision.

  
 \_\_\_\_\_  
 Garrett Cavaiuolo  
 Registered Professional Land Surveyor  
 Texas Registration No. 6714  
 Doucet & Associates, Inc.  
 GCavaiuolo@DoucetEngineers.com  
 TBPLS Firm No. 10105800

9/6/19  
 \_\_\_\_\_  
 Date



Zoning Request	Corner of Rattler Road and South Old Bastrop Highway
ZC-19-11	



Summary

Request:	Zoning change from "FD" Future Development to "CD-5" Character District – 5		
Applicant:	Ed Theriot Doucet and Associates 7401B Hwy 71 W, Ste 160 Austin, TX 78735	Property Owner:	Scott Snyder SHC Holdings, LLC P.O. Box 160523 Austin, TX 78716-0523

Notification

Application:	November 5, 2019	Neighborhood Meeting:	N/A
Published:	November 24, 2019	# of Participants	N/A
Posted:	November 20, 2019	Personal:	November 22, 2019
Response:	None as of Staff Report date		

Property Description

Legal Description:	+/- 6 acre tract out of the Cyrus Wickson Survey, Abstract 474, Hays County		
Location:	Corner of Rattler Road and Old Bastrop Highway		
Acreage:	6	PDD/DA/Other:	Pending Annexation
Existing Zoning:	"FD" Future Development	Proposed Zoning:	"CD-5" Character District – 5
Existing Use:	Vacant / Rural	Proposed Use:	Commercial
Preferred Scenario:	"Growth Area – Medium Intensity".	Proposed Designation:	"Growth Area – Medium Intensity".
CONA Neighborhood:	N/A	Sector:	N/A
Utility Capacity:	Developer is responsible for extended utilities.	Floodplain:	No
Historic District	N/A		

Surrounding Area

	Zoning	Existing Land Use	Preferred Scenario
North of Property:	ETJ	Single Family / Vacant	Growth Area - Medium Intensity
South of Property:	ETJ	Vacant	Growth Area - Medium Intensity
East of Property:	ETJ; "P" Public and Institutional; "CC" Community Commercial	Single Family / Vacant / San Marcos High School	Growth Area - Medium Intensity
West of Property:	ETJ	Single Family	Growth Area - Medium Intensity

Zoning Request	Corner of Rattler Road and South Old Bastrop Highway
ZC-19-11	



Staff Recommendation

<input checked="" type="checkbox"/>	Approval as Submitted	<input type="checkbox"/>	Approval with Conditions / Alternate	<input type="checkbox"/>	Denial
Staff: Andrea Villalobos, CNU-A		Title : Senior Planner		Date: December 5, 2019	

Commission Recommendation

<input checked="" type="checkbox"/>	Approval as Submitted	<input type="checkbox"/>	Approval with Conditions / Alternate	<input type="checkbox"/>	Denial
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Planning and Zoning Commission Meeting: December 10, 2019

Speakers in favor or opposed:

1. Ed Theriot (in favor)
2. Rosanna Ramirez (did not state position)
3. Angela Pates (did not state position)
4. Robert Tijerina (did not state position)
5. Richard Ramirez (did not state position)
6. Mary Alice Gomez (did not state position)

Recommendation from the Planning and Zoning Commission meeting held December 10, 2019:

A motion was made by Commissioner Gleason, seconded by Commissioner Moore to approve ZC-19-11. The motion carried 7-1.

- For: (7) Chairperson Garber, Vice Chairperson Gleason, Commissioner McCarty, Commissioner Haverland, Commissioner Dillon, Commissioner Moore, and Commissioner Agnew
- Against: (1) Commissioner Rand
- Absent: (1) Commissioner Kelsey

Zoning Request	Corner of Rattler Road and South Old Bastrop Highway
ZC-19-11	



History

The subject property is currently located outside the City Limits in the Extraterritorial Jurisdiction (ETJ). The property is currently vacant and is diagonally opposite from the San Marcos High School and adjacent to vacant and residential uses.

The purpose of this zoning change is to allow the development of retail corner uses allowed within CD-5 zoning. The applicant is also requesting a rezoning to CD-3 for 29.4 acres abutting the subject property. This request is being considered as part of a separate zoning request (ZC-19-10). Both zoning requests are being processed concurrently with an annexation request for the property.

The City of San Marcos will provide water and wastewater services at the site. The developer will be responsible for extending water and wastewater facilities through the site. Bluebonnet Electric Cooperative will provide electric service to this development.

Additional Analysis

Upon annexation, the property will be zoned "FD", the default classification for newly annexed land. The annexation request will be considered prior to the zoning change by City Council. See Comprehensive Plan Analysis Checklist and Criteria Checklists.

Comments from Other Departments

Police	No Comment
Fire	No Comment
Public Services	No Comment
Engineering	No Comment

Zoning Request	Corner of Rattler Road and South Old Bastrop Highway
ZC-19-11	



Evaluation			Compatibility of Uses & Density Criteria (Sec.4.1.2.5)
Consistent	Inconsistent	Neutral	
<u>X</u>			Helps prevent the impacts of high density uses on low density areas The subject property is located within a Medium Intensity - Growth Area on the Preferred Scenario Map. Character Districts, such as CD-5, are intended for new development within this designation on the Preferred Scenario Map. The property is also located at the corner of a major intersection.
		<u>N/A</u>	Limits changes in neighborhood density categories unless directed by a small area plan or neighborhood character study Studies were not complete at the time of the request.
<u>X</u>			Encourages more opportunities for home ownership CD-5 zoning allows for a variety of residential uses which include townhome, apartment, mixed use shopfront, and live/work. These building types may offer homeownership opportunities through legal lots or condo regime.
<u>X</u>			Ensures a diversity of housing to serve citizens with varying needs and interests Allowable residential Building Types are Townhome, Apartment, Mixed Use Shopfront, and Live/Work.

Evaluation			Criteria for Approval (Sec.2.5.1.4)
Consistent	Inconsistent	Neutral	
<u>X</u>			Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan and preferred scenario map Vision San Marcos states that the East Village Medium Intensity Zone should include a mix of commercial, retail, and service oriented activity including a variety of residential options. It further states that as the site of San Marcos' only high school, this area has a high potential for growth. The proposed request will add commercial, office, or residential uses to East Village and will be near the high school. In addition, Character Districts, such as CD-5, are designated as "C" Considered on the Comprehensive Plan / District Translation Table within a Medium Intensity District.
		<u>N/A</u>	Whether the proposed zoning map amendment is consistent with any adopted small area plan or neighborhood character study for the area Studies were not complete at time of request.

Zoning Request

ZC-19-11

Corner of Rattler Road and  
South Old Bastrop Highway



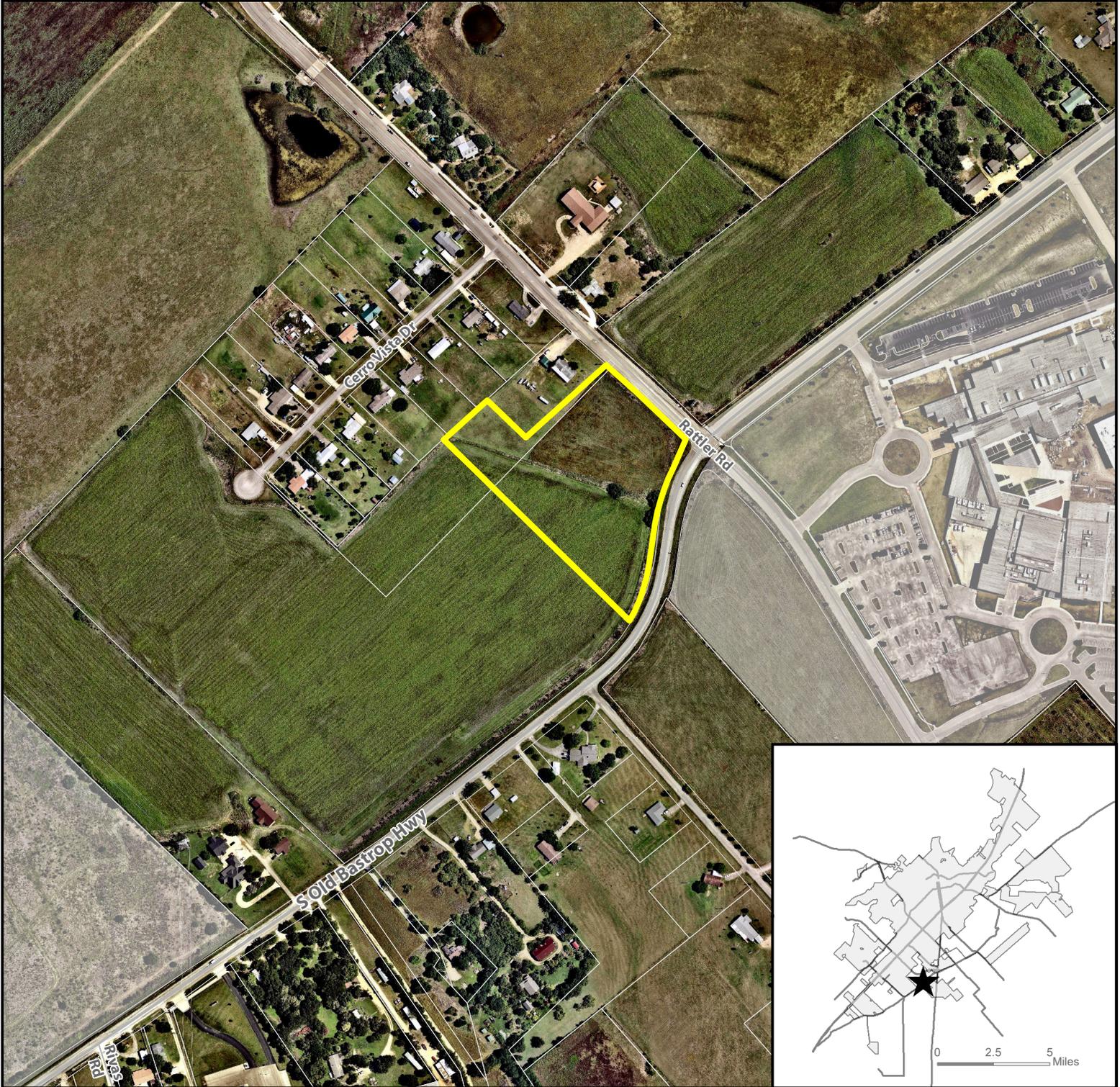
<u>X</u>			Whether the proposed zoning map amendment is consistent with any applicable development agreement in effect A development agreement is not required because the property is being annexed.
<u>X</u>			Whether the uses permitted by the proposed change in zoning district classification and the standards applicable to such uses shall be appropriate in the immediate area of the land to be reclassified The property is surrounded by property that is outside the city limits and is not regulated with regards to zoning or use. However, the subject property is located across from the San Marcos High School and can serve the school and surrounding community. In addition, there is existing Community Commercial zoning across from the subject property.
<u>X</u>			Whether the proposed zoning will reinforce the existing or planned character of the area Approval of this zoning change would allow the property to develop according to the vision of the Comprehensive Plan, which states that the community needs diversified housing options (Neighborhood and Housing Goal 3) and directs growth in the East Village Medium Intensity Zone, which is planned for such growth. In addition, the subject property's proximity to the High School has the potential to provide convenient pedestrian and bike access between the property and the school.
<u>X</u>			Whether the site is appropriate for the development allowed in the proposed district The property is vacant and shown to be in a low constrained area. In addition, the subject property is near existing residential, commercial, and public uses.
		<u>N/A</u>	Whether there are substantial reasons why the property cannot be used according to the existing zoning The property is currently not zoned as it is located outside of the city limits.
<u>X</u>			Whether there is a need for the proposed use at the proposed location The rezoning does serve a public purpose as it furthers the goals and vision of the Comprehensive Plan.
<u>X</u>			Whether the City and other service providers will be able to provide sufficient public facilities and services including schools, roads, recreation facilities, wastewater treatment, water supply and

Zoning Request	Corner of Rattler Road and South Old Bastrop Highway
ZC-19-11	

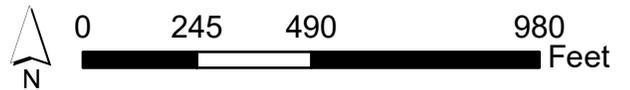


			<p>stormwater facilities, public safety, and emergency services, while maintaining sufficient levels of service to existing development</p> <p>The property is located within the City's water service area and approximately 350 feet from the City's wastewater service area. Once the property is annexed, the City's wastewater service area boundary will be updated.</p>
<u>X</u>			<p>Whether the proposed rezoning will have a significant adverse impact on property in the vicinity of the subject property</p> <p>The majority of the area surrounding the property is located within the East Village Medium Intensity Zone. Character districts are intended for new development in Medium Intensity Zone.</p>
		<u>N/A</u>	<p>For requests to a Neighborhood Density District, whether the proposed amendment complies with the compatibility of uses and density in Section 4.1.2.5</p> <p>This request is not for a Neighborhood Density District.</p>
<u>X</u>			<p>The impact the proposed amendment has with regard to the natural environment, including the quality and quantity of water and other natural resources, flooding, and wildlife management</p> <p>The property is located within a low constrained area according to the Land Use Suitability Map. In addition, there is no floodplain on the property.</p>
<u>X</u>			<p>Any other factors which shall substantially affect the public health, safety, morals, or general welfare</p> <p>None noted.</p>

# ZC-19-11 Aerial View FD to CD-5 - Corner of Rattler Road and South Old Bastrop Hwy



- ★ Site Location
- ▭ Subject Property
- ▭ Parcel
- ▭ City Limit



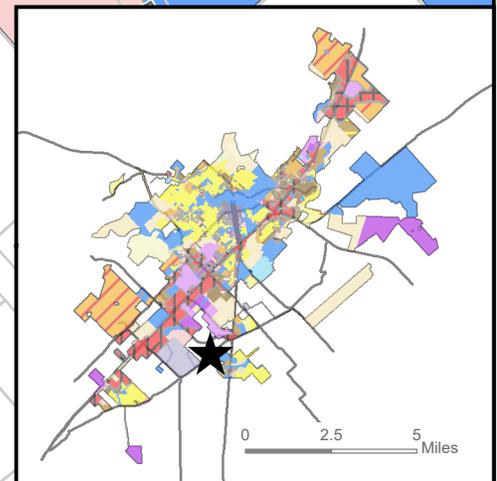
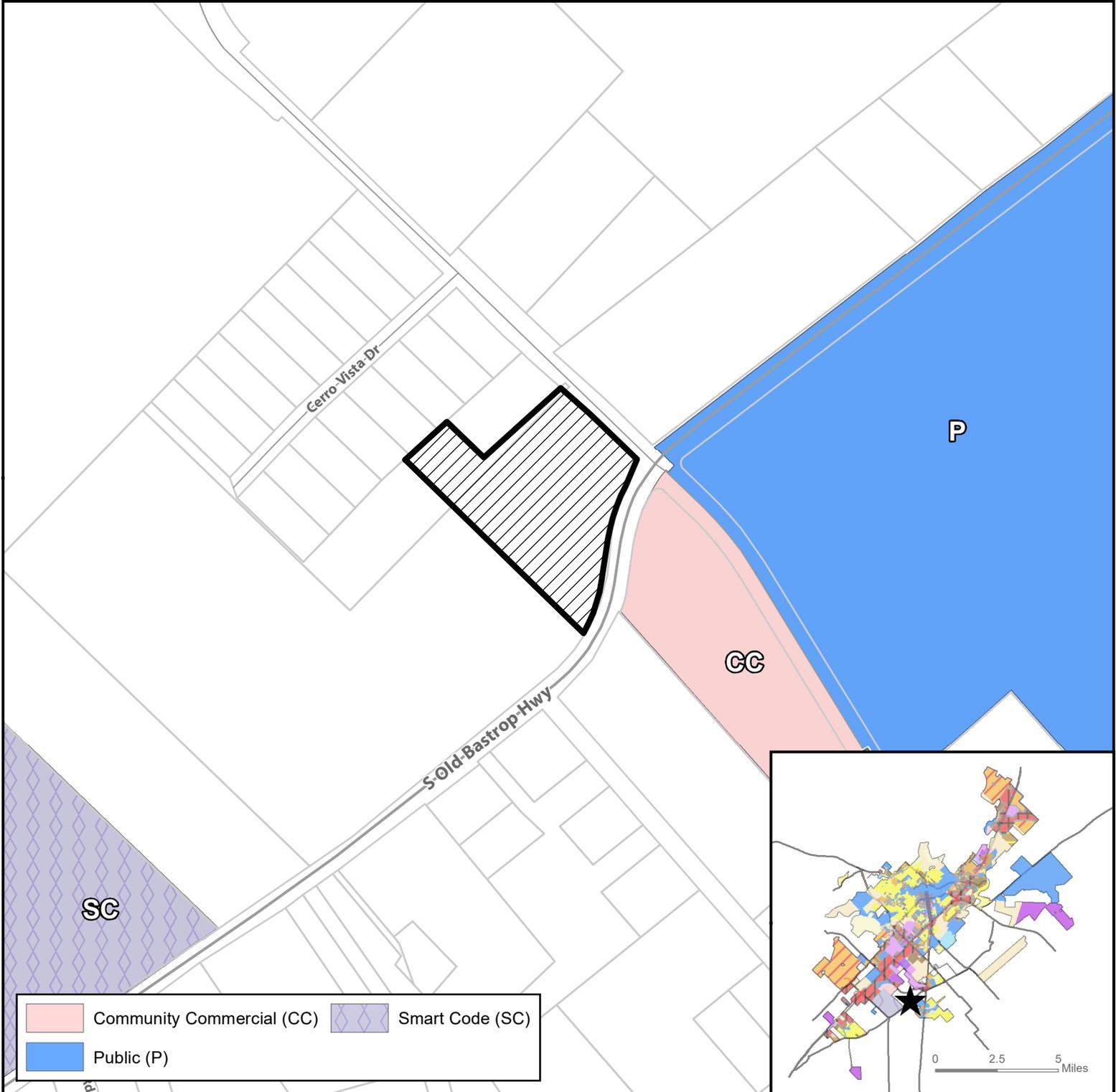
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Imagery from 2017.

Map Date: 11/27/2019

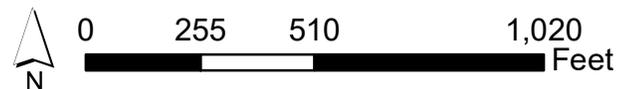
# ZC-19-11

## Existing Zoning Map

### FD to CD-5 - Corner of Rattler Road and South Old Bastrop Hwy



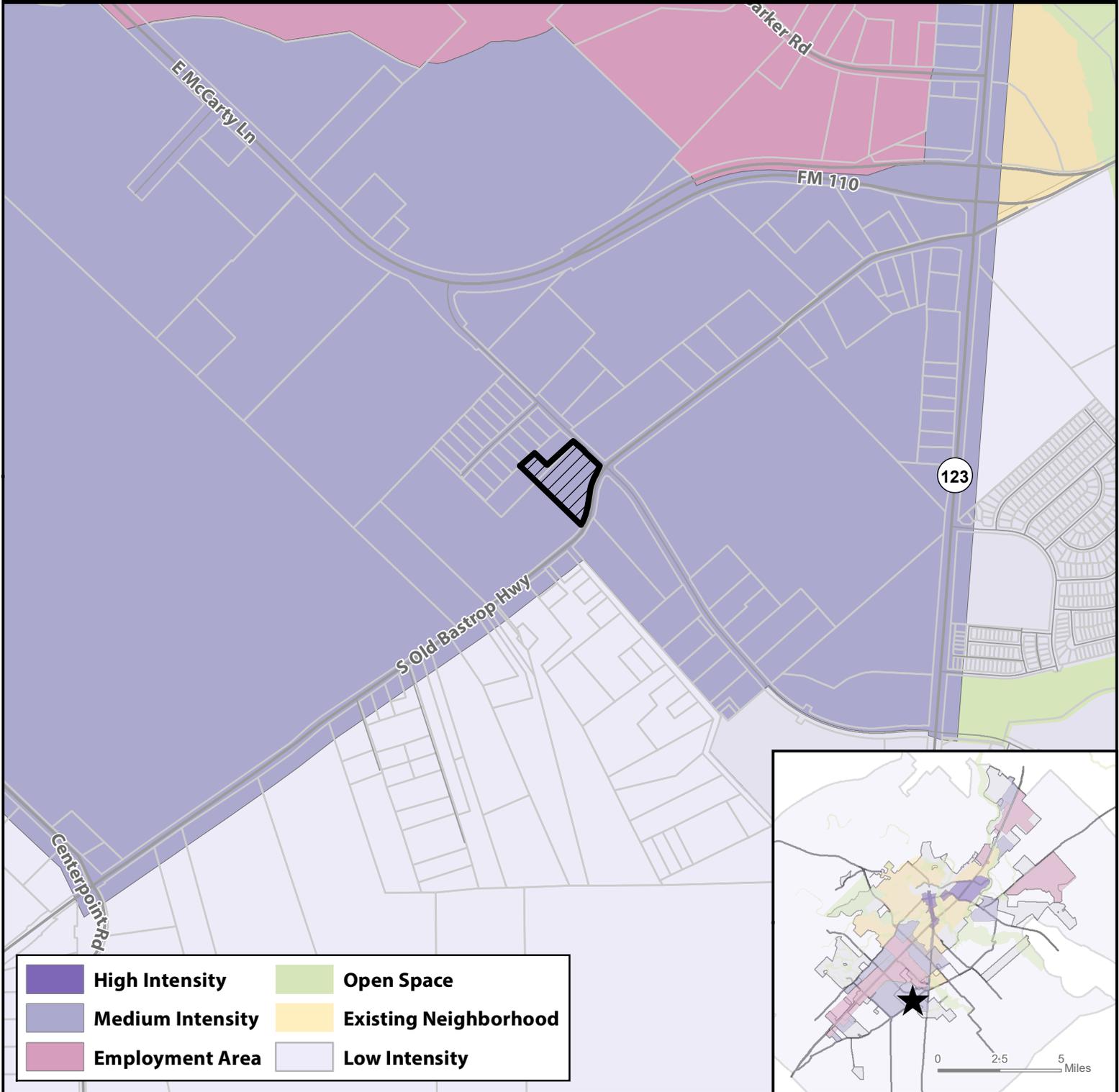
-  **Site Location**
-  **Subject Property**
-  **Parcels**
-  **City Limit**



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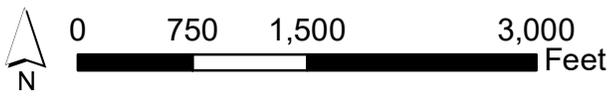
Map Date: 11/27/2019

# ZC-19-11 Preferred Scenario FD to CD-5 - Corner of Rattler Road and South Old Bastrop Hwy



	<b>High Intensity</b>		<b>Open Space</b>
	<b>Medium Intensity</b>		<b>Existing Neighborhood</b>
	<b>Employment Area</b>		<b>Low Intensity</b>

- Site Location**
- Subject Property**
- Parcels**
- City Limit**



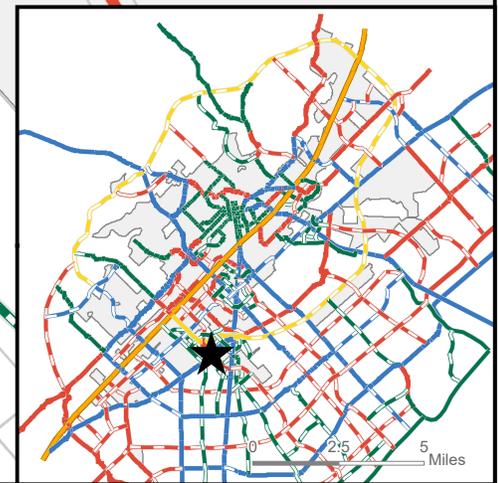
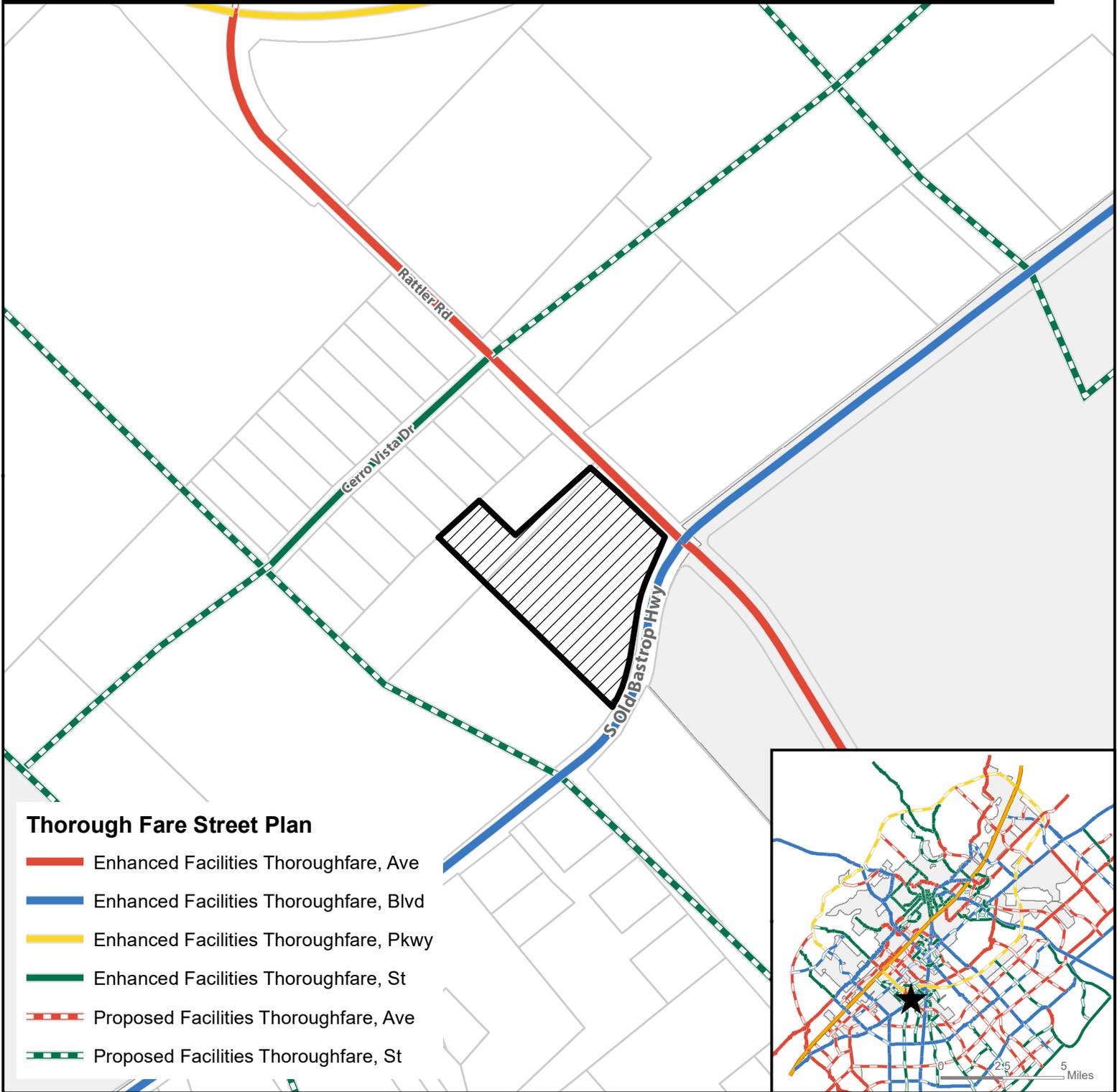
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Map Date: 11/27/2019

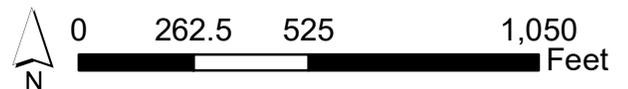
# ZC-19-11

## Transportation Master Plan

### FD to CD-5 - Corner of Rattler Road and Old Bastrop Hwy



- ★ Site Location
- ▨ Subject Property
- Parcels
- City Limit



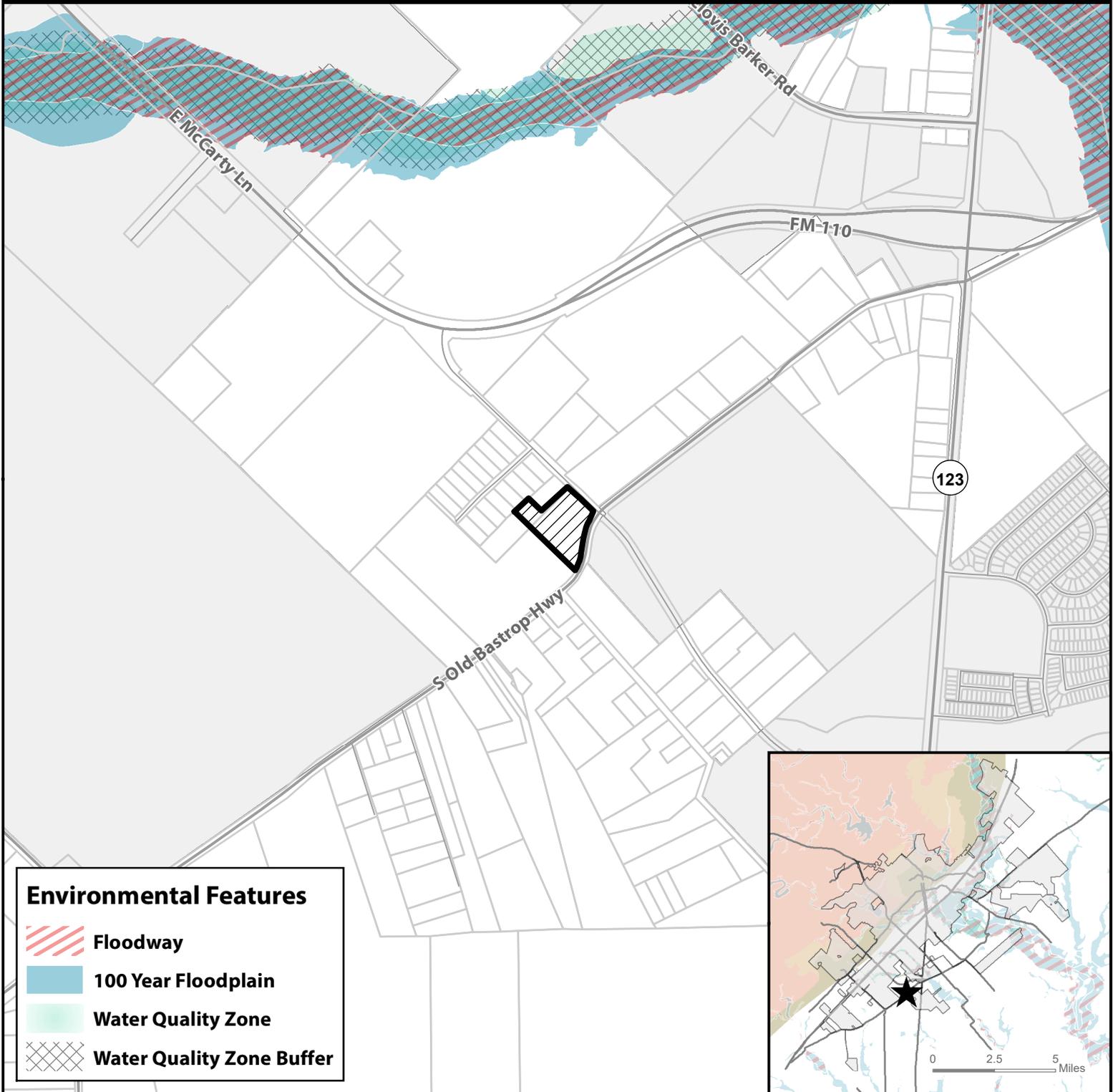
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Map Date: 11/27/2019

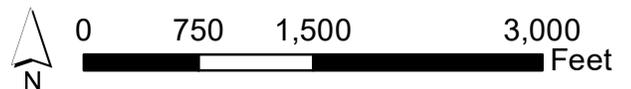
# ZC-19-11

## Environmental Features

### FD to CD-5 - Corner of Rattler Road and South Old Bastrop Hwy



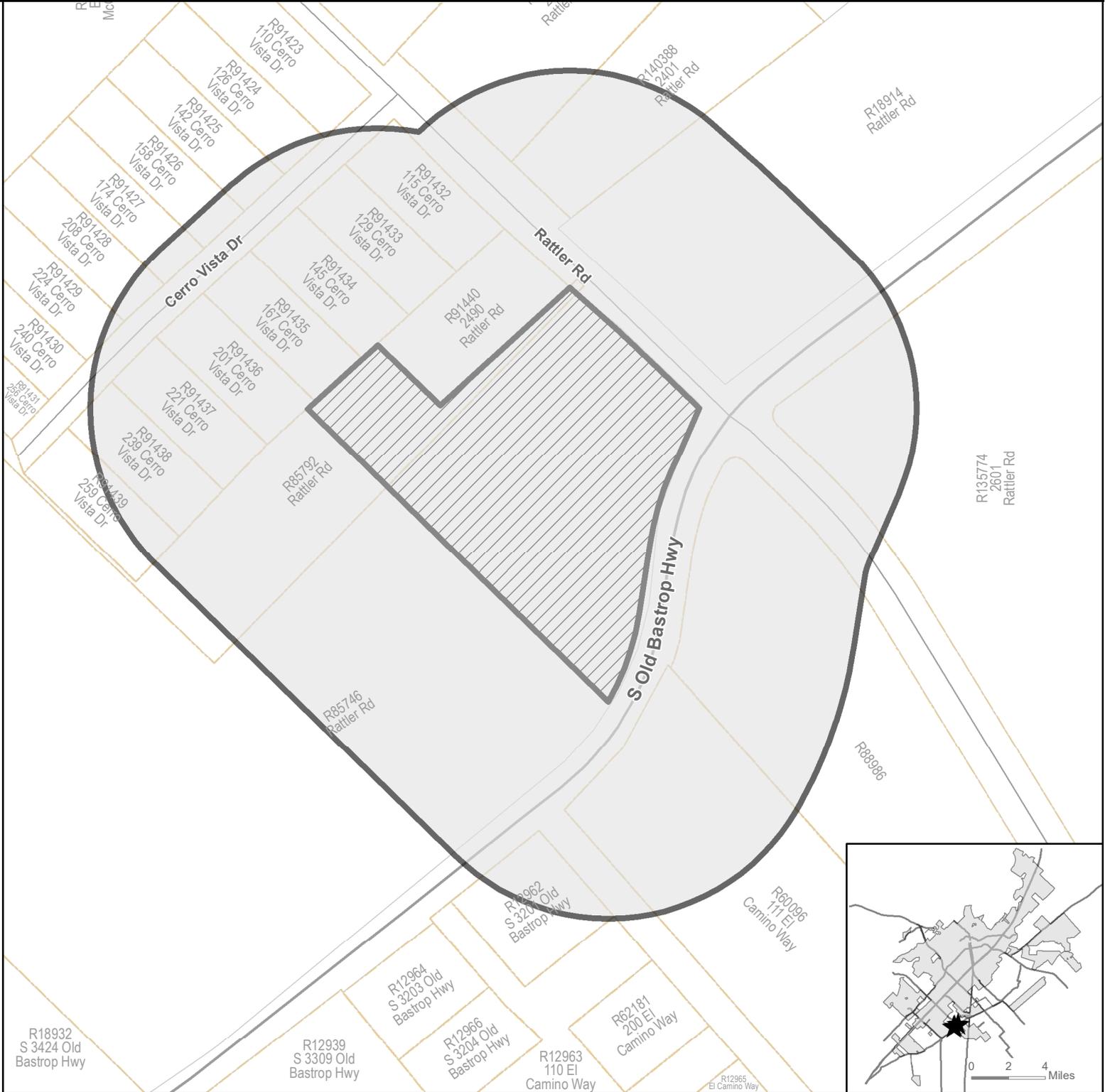
- ★ Site Location
- ▨ Subject Property
- Parcels
- City Limit



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Map Date: 11/27/2019

# ZC-19-11 400' Notification Buffer FD to CD-5 — Corner of Rattler Rd and S Old Bastrop Hwy



- ★ Site Location
-  Subject Property
-  400' Buffer
-  Parcel
-  City Limit



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Map Date: 11/19/2019

**Notification List**

<b>Property ID</b>	<b>Site Address</b>	<b>Owner Name</b>	<b>Owner Address</b>	<b>Address 2</b>	<b>Owner City</b>	<b>Owner State</b>	<b>Owner Zip</b>
R91434	145 CERRO VISTA DR	BAILEY JESSE H & JESSICA L	754 BRIARBEND DR		NEW BRAUNFELS	TX	78130-2323
R91435	167 CERRO VISTA DR	PEREZ, DOMINGO	167 CERRO VISTA DR		SAN MARCOS	TX	78666-1065
R91436	201 CERRO VISTA DR	FLORES, GUADALUPE, JR	201 CERRA VISTA DR		SAN MARCOS	TX	78666
R91437	221 CERRO VISTA DR	SANCHEZ THEODORA & SALAS ALFONSO	221 CERRO VISTA DR		SAN MARCOS	TX	78666
R91438	239 CERRO VISTA DR	GONZALEZ PABLO & ANGELICA	239 CERRO VISTA DR		SAN MARCOS	TX	78666-1067
R91439	259 CERRO VISTA DR	PATES DIGNA E	1612 MOCKINGBIRD DR		SAN MARCOS	TX	78666-7513
R140388	2401 RATTLER RD	SALINAS ELIAS F & MARY C FAMILY TRUST	2704 S OLD BASTROP HWY		SAN MARCOS	TX	78666
R85792	RATTLER RD	SHC HOLDINGS LLC	ATTN: SCOTT SNYDER	PO BOX 160523	AUSTIN	TX	78716-0523
R60096	111 EL CAMINO WAY	ISLAS PEDRO T & JOSEFA G REVOCABLE LIVING TRUST	726 WILLOW CREEK CIR		SAN MARCOS	TX	78666-5058
R12963	110 EL CAMINO WAY	SELVERA, ALEX	3201 S OLD BASTROP HWY		SAN MARCOS	TX	78666
R140387	2377 RATTLER RD	SEGUNDA IGLESIA BAUTISTA	2377 RATTLER RD		SAN MARCOS	TX	78666-6400
R135774	2601 RATTLER RD	SAN MARCOS CISD	P O BOX 1087		SAN MARCOS	TX	78667-1087
R91440	2486 RATTLER RD	PALACIOS LUIS	2486 E MCCARTY LN		SAN MARCOS	TX	78666-5029
R91429	224 CERRO VISTA DR	MATA RAMON & RUTH	224 CERRO VISTA DR		SAN MARCOS	TX	78666
R12962	3201 S OLD BASTROP HWY	SELVERA ALEX & CARMEN	3201 S OLD BASTROP RD		SAN MARCOS	TX	78666
R88986		FRAYEZUR PROPERTIES LP	PO BOX 629		SAN MARCOS	TX	78667
R91423	110 CERRO VISTA DR	MURAD ROSSANA Y PINILLA	110 CERRO VISTA DR		SAN MARCOS	TX	78666-1065
R91424	126 CERRO VISTA DR	MAYHEW MARK & BARBARA	PO BOX 2695		WIMBERLEY	TX	78676-7595
R91425	142 CERRO VISTA DR	CHAVEZ ALBERTO & IRENE	142 CERRO DR		SAN MARCOS	TX	78666
R91426	158 CERRO VISTA DR	VILLANUEVA NANCY G & JOHN M	158 CERRO VISTA DR		SAN MARCOS	TX	78666
R91427	174 CERRO VISTA DR	ANGEL AUDELINO B & HERNANDEZ BLANCA E	174 CERRO VISTA DR	# 5	SAN MARCOS	TX	78666-1065
R91428	208 CERRO VISTA DR	MAYHEW MARK P & BARBARA	P O BOX 2695		WIMBERLEY	TX	78676-2695
R91432	115 CERRO VISTA DR	TIJERINA, ROBERT, Jr	115 CERRO VISTA DR		SAN MARCOS	TX	78666
R91433	129 CERRO VISTA DR	COY MARY & GOMEZ MANUEL	129 CERRO VISTA DR		SAN MARCOS	TX	78666
		SARA LEE UNDERWOOD-MYERS	1415 HARPER DR				
		LIZBETH DOBBINS	2705 LESLIE LN				
		BARNUM GEORGE ESTATE LINDA BARNUM HURT ETAL	26125 MESA OAK DR		SAN ANTONIO	TX	78255-3534

Section 5.1.1.2 Land Use Matrix Future Development (FD) VS. Character District (CD-5)

TABLE 5.1 LAND USE MATRIX

TYPES OF LAND USES	CONVENTIONAL RESIDENTIAL				NEIGHBORHOOD DENSITY DISTRICTS				CHARACTER DISTRICTS					SPECIAL DISTRICTS					DEFINITION USE STANDARDS	
	FD	SF-R	SF-6	SF-4.5	ND-3	ND-3.5	ND-4	N-MS	CD-1	CD-2	CD-3	CD-4	CD-5	CD-5D	HC	LI	HI	MH		EC
<b>AGRICULTURAL USES</b>																				
Barns or agricultural buildings	P	L	--	--	--	--	--	--	P	P	L	--	--	--	P	--	--	--	--	Section 5.1.2.1
Stables	P	L	--	--	--	--	--	--	--	P	L	--	--	--	P	--	--	--	--	Section 5.1.2.2
Community Garden	P	P	L	L	L	L	L	--	P	P	L	L	L	L	P	P	P	P	P	Section 5.1.2.3
Urban Farm	P	C	C	C	C	L	L	C	P	P	L	L	C	C	P	P	--	P	C	Section 5.1.2.4
Plant Nursery	L	--	--	--	--	--	--	P	--	L	--	--	P	P	P	P	P	--	P	Section 5.1.2.5
<b>ACCESSORY USES AND STRUCTURES</b>																				
Accessory Building/Structure	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 5.1.3.1
Accessory Dwelling Unit	L	L	L	L	L	L	P	P	--	P	L	P	P	P	--	--	--	--	--	Section 5.1.3.1
Accessory Use, except as listed below:	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 5.1.3.2
Outdoor Storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	L	P	--	L	Section 5.1.3.2
Outdoor Display	--	--	--	--	--	--	--	L	--	--	--	--	L	L	P	--	--	--	L	Section 5.1.3.2
Food Truck	--	--	--	--	--	--	--	P	--	--	--	--	P	P	P	P	P	--	P	Section 5.1.3.1
Drive-thru or Drive-in	--	--	--	--	--	--	--	C	--	--	--	--	C	C	P	--	--	--	P	Section 5.1.3.2
Home Occupation	L	L	L	L	L	L	L	--	--	L	L	L	--	--	--	--	--	--	--	Section 5.1.3.4
Family Home Care	P	P	P	P	P	P	P	--	--	P	P	P	--	--	--	--	--	--	--	Section 5.1.3.5
Short Term Rental	L	L	L	L	L	L	L	P	--	L	L	P	P	P	--	--	--	L	P	Section 5.1.3.6
<b>RESIDENTIAL USES</b>																				
Single Family Detached	P	L	L	L	L	L	L	--	--	P	P	P	--	--	--	--	--	--	--	Section 5.1.4.1
Cottage Court	--	--	--	--	--	L	L	--	--	--	P	P	--	--	--	--	--	--	--	Section 5.1.4.1
Two Family	--	--	--	--	--	L	L	--	--	--	P	P	--	--	--	--	--	--	--	Section 5.1.4.1
Single Family Attached	--	--	--	--	L	L	L	L	--	--	P	P	P	P	--	--	--	--	--	Section 5.1.4.1
Small Multi-Family (up to 9 units)	--	--	--	--	--	L	L	L	--	--	--	P	P	P	--	--	--	--	--	Section 5.1.4.1
Courtyard Housing (up to 24 units)	--	--	--	--	--	--	L	L	--	--	--	P	P	P	--	--	--	--	--	Section 5.1.4.1
Multi-family (10 or more units)	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	--	--	Section 5.1.4.1
Purpose Built Student Housing	--	--	--	--	--	--	--	--	--	--	--	--	C	C	--	--	--	--	--	Section 5.1.4.1
Manufactured Home	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	Section 5.1.4.1
Mobile Home Community	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	Section 5.1.4.1

TABLE 5.1 LAND USE MATRIX

TYPES OF LAND USES	CONVENTIONAL RESIDENTIAL				NEIGHBORHOOD DENSITY DISTRICTS				CHARACTER DISTRICTS						SPECIAL DISTRICTS					DEFINITION USE STANDARDS
	FD	SF-R	SF-6	SF-4.5	ND-3	ND-3.5	ND-4	N-MS	CD-1	CD-2	CD-3	CD-4	CD-5	CD-5D	HC	LI	HI	MH	EC	
Community Home	L	L	L	L	L	L	P	P	--	P	P	P	P	P	--	--	--	L	--	Section 5.1.4.12
Fraternity or Sorority Building	--	--	--	--	--	--	C	C	--	--	--	C	P	P	--	--	--	--	--	Section 5.1.4.12
<b>COMMERCIAL USES</b>																				
Professional Office	--	--	--	--	--	--	L	P	--	--	--	L	P	P	P	P	--	--	P	Section 5.1.5.1
Medical, except as listed below:	--	--	--	--	--	--	L	P	--	--	--	L	P	P	P	--	--	--	P	Section 5.1.5.2
Urgent care, emergency clinic, or hospital	--	--	--	--	--	--	--	P	--	--	--	--	P	P	P	P	--	--	P	Section 5.1.5.2
Nursing/ retirement home	--	--	--	--	--	--	P	P	--	--	--	P	P	P	P	--	--	--	P	Section 5.1.5.2
Personal Services, except as listed below:	--	--	--	--	--	--	L	P	--	--	--	L	P	P	P	--	--	--	P	Section 5.1.5.3
Animal care (indoor)	C	--	--	--	--	--	--	P	--	--	--	--	P	P	P	--	--	--	P	Section 5.1.5.3
Animal care (outdoor)	C	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	--	C	Section 5.1.5.3
Funeral Home	--	--	--	--	--	--	--	C	--	--	--	--	C	C	P	--	--	--	P	Section 5.1.5.3
Adult Oriented Businesses	See Section 18, Article 6 of the City Code																			
All Retail Sales, except as listed below:	--	--	--	--	--	--	L	P	--	--	--	L	P	P	P	--	--	--	P	Section 5.1.5.4
Gasoline Sales	--	--	--	--	--	--	--	L	--	--	--	--	C	C	P	--	--	--	P	Section 5.1.5.4
Truck stop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	--	--	--	L	Section 5.1.5.4
Tattoo, body piercing	--	--	--	--	--	--	C	C	--	--	--	C	P	P	P	--	--	--	P	Section 5.1.5.4
Building material sales	--	--	--	--	--	--	--	C	--	--	--	--	C	C	P	P	P	--	P	Section 5.1.5.4
Vehicle Sales/ Rental	--	--	--	--	--	--	--	C	--	--	--	--	C	C	P	--	--	--	P	Section 5.1.5.4
Pawnshop	--	--	--	--	--	--	--	C	--	--	--	C	P	P	P	--	--	--	P	Section 5.1.5.4
Restaurant/ Bar, as listed below:																				
Eating Establishment	--	--	--	--	--	--	L	P	--	--	--	L	P	P	P	--	--	--	P	Section 5.1.5.5
Bar	--	--	--	--	--	--	--	C	--	--	--	--	C	C	C	--	--	--	C	Section 5.1.5.5
Mobile Food Court	--	--	--	--	--	--	--	C	--	--	--	--	P	P	--	--	--	--	--	Section 5.1.5.5
Sale of Alcohol for on premise consumption	--	--	--	--	--	--	C	C	--	--	--	C	C	C	C	--	--	--	C	Section 5.1.5.5
Overnight Lodging, as listed below:																				Section 5.1.5.6
Bed and Breakfast (up to 8 rooms)	L	C	C	C	C	L	L	P	--	P	C	P	P	P	--	--	--	--	P	Section 5.1.5.6
Boutique Hotel (9 - 30 rooms)	--	--	--	--	--	--	C	P	--	--	--	P	P	P	--	--	--	--	P	Section 5.1.5.6

TABLE 5.1 LAND USE MATRIX

TYPES OF LAND USES	CONVENTIONAL RESIDENTIAL				NEIGHBORHOOD DENSITY DISTRICTS				CHARACTER DISTRICTS						SPECIAL DISTRICTS					DEFINITION USE STANDARDS
	FD	SF-R	SF-6	SF-4.5	ND-3	ND-3.5	ND-4	N-MS	CD-1	CD-2	CD-3	CD-4	CD-5	CD-5D	HC	LI	HI	MH	EC	
Hotel/ Motel (more than 30 rooms)	--	--	--	--	--	--	--	P	--	--	--	--	P	P	--	--	--	--	P	Section 5.1.5.6
Outdoor Recreation, except as listed below:	--	--	--	--	--	--	--	C	--	--	--	--	P	C	P	--	--	--	P	Section 5.1.5.7
Golf Course	C	C	C	C	C	C	C	C	C	C	C	C	C	C	--	--	--	C	C	Section 5.1.5.7
Traveler Trailers/ RVs Short Term stays	P	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	P	--	Section 5.1.5.7
Shooting Range	C	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	--	C	Section 5.1.5.7
Indoor Recreation, except as listed below:	--	--	--	--	--	--	--	P	--	--	--	--	P	P	P	P	P	--	P	Section 5.1.5.8
Gym/ Health club	--	--	--	--	--	--	L	P	--	--	--	L	P	P	P	P	P	--	P	Section 5.1.5.8
Smoking Lounge	--	--	--	--	--	--	--	C	--	--	--	--	P	C	--	--	--	--	P	Section 5.1.5.8
Charitable Gaming Facility	--	--	--	--	--	--	--	--	--	--	--	--	C	--	C	--	--	--	C	Section 5.1.5.8
<b>PUBLIC &amp; INSTITUTIONAL</b>																				
Civic, except as listed below:	P	L	L	L	L	L	P	P	L	L	L	P	P	P	P	P	P	P	P	Section 5.1.6.1
Day Care Center	C	--	--	--	C	C	L	P	--	C	C	L	P	P	P	--	--	--	P	Section 5.1.6.1
Parks, Open Space, and Greenways	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 5.1.6.2
Minor Utilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 5.1.6.3
Major Utilities	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	C	--	--	Section 5.1.6.3
Antenna	See Section 5.1.6.3D																			
<b>INDUSTRIAL</b>																				
Light Industrial	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	P	P	--	C	Section 5.1.7.1
Light Manufacturing	--	--	--	--	--	--	--	C	--	--	--	--	P	P	P	P	P	--	P	Section 5.1.7.2
Vehicle Service, as listed below:																				Section 5.1.7.3
Car Wash	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	C	Section 5.1.7.3
Vehicle repair (minor)	--	--	--	--	--	--	--	C	--	--	--	--	P	P	P	P	P	--	C	Section 5.1.7.3
Vehicle repair (major)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	C	Section 5.1.7.3
Warehouse & Distribution	--	--	--	--	--	--	--	--	--	--	--	--	C	--	P	P	P	--	P	Section 5.1.7.4
Waste-Related service	--	--	--	--	--	--	--	--	--	--	--	--	C	--	P	P	P	--	--	Section 5.1.7.5
Wholesale trade	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	Section 5.1.7.6
Self Storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	C	Section 5.1.7.7
Research and Development	--	--	--	--	--	--	--	--	--	--	--	--	C	C	P	P	P	--	C	Section 5.1.7.8
Wrecking/Junk Yard	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	Section 5.1.7.9

# Zoning District Comparison Chart

Topic	<i>Existing Zoning:</i> Future Development (FD)	<i>Proposed Zoning:</i> Character District – 5 (CD-5)
<b>Zoning Description</b>	The Future Development (FD) District is intended to serve as a temporary zoning district for properties that shall develop in the future, but have been newly annexed and/or are not yet ready to be zoned for a particular Use. Characterized by primarily agricultural use with woodlands and wetlands and scattered buildings.	The CD-5 district is primarily intended to provide a variety of residential, retail, service, and commercial uses. To promote walkability and compatibility, auto-oriented uses are restricted. CD-5 promotes mixed use and pedestrian-oriented activity.
<b>Uses</b>	Residential / Agricultural ( <i>See Land Use Matrix</i> )	Residential, Commercial, Office, etc. ( <i>See Land Use Matrix</i> )
<b>Parking Location</b>	No location standards	No parking in the 1st layer; Parking allowed in 2 <sup>nd</sup> layer along secondary street only
<b>Parking Standards</b>	Dependent upon use	Dependent upon use
<b>Max Residential Units per acre</b>	0.4 units per acre (max)	N/A
<b>Occupancy Restrictions</b>	N/A	N/A
<b>Landscaping</b>	Tree and shrub requirements	Tree and shrub requirements
<b>Building Height (max)</b>	2 stories	2 stories (min), 5 stories (max)
<b>Setbacks</b>	Based on Zoning District	Based on Zoning District
<b>Impervious Cover (max)</b>	30%	100%
<b>Lot Sizes</b>	Allows a variety of lot sizes depending on Building Type.	Allows a variety of lot sizes depending on Building Type.
<b>Streetscapes</b>	Residential Street: 5' sidewalk for lots smaller than 1 acre, street trees every 40' on center average, 7' planting area between sidewalk and street required.	Main Street: 10' sidewalk, street trees every 35' on center average, 7' planting area between sidewalk and street required.
<b>Blocks</b>	No Block Perimeter Required	2,000 ft. Block Perimeter max

ZC-19-11 (3200 Block of South Old Bastrop Hwy) Zoning Change Review (By Comp Plan Element)

LAND USE – Preferred Scenario Map / Land Use Intensity Matrix

	YES	NO (map amendment required)
Does the request meet the intent of the Preferred Scenario Map and the Land Use Intensity Matrix?	X – East Village Medium Intensity Zone	

ECONOMIC DEVELOPMENT – Furthering the goal of the Core 4 through the three strategies

STRATEGY	SUMMARY	Supports	Contradicts	Neutral
Preparing the 21 <sup>st</sup> Century Workforce	Provides / Encourages educational opportunities			X
Competitive Infrastructure & Entrepreneurial Regulation	Provides / Encourages land, utilities and infrastructure for business			X
The Community of Choice	Provides / Encourages safe & stable neighborhoods, quality schools, fair wage jobs, community amenities, distinctive identity			X

ENVIRONMENT & RESOURCE PROTECTION – Land Use Suitability & Development Constraints

	1 (least)	2	3 (moderate)	4	5 (most)
Level of Overall Constraint	X				
Constraint by Class					
Cultural	X				
Edwards Aquifer	X				
Endangered Species	X				
Floodplains	X				
Geological	X				
Slope	X				
Soils	X				
Vegetation	X				
Watersheds	X				
Water Quality Zone	X				

ENVIRONMENT & RESOURCE PROTECTION – Water Quality Model Results

Located in Subwatershed:	Cottonwood Creek Watershed				
	0-25%	25-50%	50-75%	75-100%	100%+
Modeled Impervious Cover Increase Anticipated for watershed					X
Notes: The property is located within the Cottonwood Creek Watershed. Most of the area that is located within this watershed is primarily rural, undeveloped, and used for agriculture. The Comprehensive Plan states that the rise in impervious cover can be attributed to multiple intensity zones located within the watershed.					

NEIGHBORHOODS – Where is the property located

CONA Neighborhood(s):	N/A – Outside City Limits
Neighborhood Commission Area(s):	N/A – Outside City Limits
Neighborhood Character Study Area(s):	N/A

PARKS, PUBLIC SPACES AND FACILITIES –Availability of parks and infrastructure

				YES	NO
Will Parks and / or Open Space be Provided? <a href="#">Parkland dedication or fee-in-lieu will be required at time of plat. In addition, the San Marcos Development Code requires a \$400/unit Parkland Development Fee to be paid prior to development for residential uses.</a>				X	
Will Trails and / or Green Space Connections be Provided?					X
Maintenance / Repair Density	Low (maintenance)		Medium		High (maintenance)
Wastewater Infrastructure	X				
Water Infrastructure	X				
Public Facility Availability				YES	NO
Parks / Open Space within ¼ mile (walking distance)? <a href="#">The development will be required to dedicate required parkland at the time of plat. The nearest park is the Cottonwood Creek Park.</a>					X
Wastewater service available? <a href="#">Wastewater lines will also be required throughout the development to service the property.</a>				X	
Water service available? <a href="#">Water lines will be also required throughout the development to service the property.</a>				X	

TRANSPORTATION – Level of Service (LOS), Access to sidewalks, bicycle lanes and public transportation

		A	B	C	D	F
Existing Daily LOS	<a href="#">South Old Bastrop Highway</a>	X				
	<a href="#">Rattler Road</a>	X				
Existing Peak LOS	<a href="#">South Old Bastrop Highway</a>	X				
	<a href="#">Rattler Road</a>	X				
Preferred Scenario Daily LOS	<a href="#">South Old Bastrop Highway</a>	X				
	<a href="#">Rattler Road</a>	X				
Preferred Scenario Peak LOS	<a href="#">South Old Bastrop Highway</a> <a href="#">Rattler Road</a>	X		X		
<a href="#">Note: The property will be required to meet the Transportation Master Plan and construct required streets per the Block Standards in the Development Code.</a>						
			N/A	Good	Fair	Poor
Sidewalk Availability (Required to build.)			X			
<a href="#">Sidewalks will be required to be constructed at the time of development.</a>						
			YES	NO		
Adjacent to existing bicycle lane? <a href="#">The development will be responsible for constructing required bike infrastructure within new proposed streets.</a>				X		
Adjacent to existing public transportation route?				X		

# ZONING CHANGE, OVERLAY OR ESTABLISHMENT OF A HISTORIC DISTRICT/LANDMARK APPLICATION



Updated: October, 2018

Case # ZC-\_\_\_\_-\_\_\_\_

## CONTACT INFORMATION

Applicant's Name	Doucet & Associates (Ed Theriot)	Property Owner	SHC Holdings (Scott Snyder)
Applicant's Mailing Address	7401B Hwy. 71 W., Ste. 180 Austin, TX 78735	Owner's Mailing Address	P.O. Box 160523 Austin, TX 78716-0523
Applicant's Phone #	512-583-2600 o / 512-618-2865 c	Owner's Phone #	512-347-7320
Applicant's Email	etheriot@doucetengineers.com	Owner's Email	ssnyder@rstaxcpa.com

## PROPERTY INFORMATION

Subject Property Address(es): E. McCarty & S. Old Bastrop Hwy, San Marcos, TX 78666

Legal Description: Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision 6 ac out of Cyrus Wickson Survey, Abstract #474

Total Acreage: 6 acres

Tax ID #: R 85746, R85792

Preferred Scenario Designation: Dev. Zone: East Village

Existing Zoning: ETJ

Existing Land Use(s): Vacant

## DESCRIPTION OF REQUEST

Proposed Zoning District(s): CD-5

Proposed Land Uses / Reason for Change: \_\_\_\_\_

Commercial / Property is being annexed and therefore zoning must be assigned for development of the tract

## AUTHORIZATION

*I certify that the information on this application is complete and accurate. I understand the fees and the process for this application. I understand my responsibility, as the applicant, to be present at meetings regarding this request.*

Filing Fee\* \$1,030 plus \$100 per acre Technology Fee \$12 **MAXIMUM COST \$3,012**

*\*Existing Neighborhood Regulating Plan Included.*

Submittal of this digital Application shall constitute as acknowledgement and authorization to process this request.

**APPLY ONLINE – [WWW.MYGOVERNMENTONLINE.ORG/](http://WWW.MYGOVERNMENTONLINE.ORG/)**



## CHECKLIST FOR ZONING CHANGE, ZONING OVERLAY OR HISTORIC DISTRICT

The following items are requested for consideration of this application. These and additional items may be required at the request of the Department		Comments
<input checked="" type="checkbox"/>	Pre-application conference with staff is recommended Please call 512-393-8230 to schedule	
<input checked="" type="checkbox"/>	Completed Application for Zoning Change, Overlay, or Establishment of Historic District/Landmark	
<input checked="" type="checkbox"/>	Copy of Subdivision Plat or Metes & Bounds	
<input type="checkbox"/>	CAD file in grid for GIS integration. Projection: NAD 1983 StatePlane Texas South Central FIPS 4204 Feet	
<input checked="" type="checkbox"/>	Certificate of no tax delinquency	Copies of current Account Summary & Tax Receipts are attached
<input checked="" type="checkbox"/>	Proof of Ownership	
<input checked="" type="checkbox"/>	Lien Holder(s) Name and Mailing Address(es)	Trustee: Rex G. Baker, III, P.O. Box 718, Dripping Springs, TX 78620
<input type="checkbox"/>	Agreement to the placement of notification signs and acknowledgement of notification requirements	
<input checked="" type="checkbox"/>	Property Owner Authorization	Signed Agent Authorization Letter is attached
<input checked="" type="checkbox"/>	Filing Fee \$1,030 + \$100 per acre (\$3,000 max) Technology Fee \$12	
<p><b>**San Marcos Development Code Section 2.3.1.1(C): "Every application accepted by the responsible official for filing shall be subject to a determination of completeness...the responsible official is not required to review an application unless it is complete..."</b></p>		

September 6, 2019

Authority Having Jurisdiction (AHJ)

RE: Agent Authorization for an approximately 36 tract located at the intersection of Rattler Road and CR 266 in Hays County, Texas

Doucet & Associates, Inc. is authorized to act as Agents for SHC, Holdings, LLC, owner of the property, locally known as ABS 474, being a 31.456 AC tract and a 3.944 acre tract located in the Cyrus Wickson Survey, with regard to coordinating, submitting and processing all necessary development related permits, zoning requests and plats with the various Authorities Having Jurisdiction.

If you should have any questions, please contact me.

**SHC Holdings, LLC**

By:



---

**Scott Snyder**  
**ssnyder@rstaxcpa.com**  
**512-347-7320**

**AGREEMENT TO THE PLACEMENT OF NOTIFICATION SIGNS  
AND ACKNOWLEDGEMENT OF NOTIFICATION REQUIREMENTS**

The City of San Marcos Development Code requires public notification in the form of notification signs on the subject property, published notice, and / or personal notice based on the type of application presented to the Planning Commission and / or City Council.

- Notification Signs: if required by code, staff shall place notification signs on each street adjacent to the subject property and must be placed in a visible, unobstructed location near the property line. It is unlawful for a person to alter any notification sign, or to remove it while the request is pending. However, any removal or alteration that is beyond the control of the applicant shall not constitute a failure to meet notification requirements. ***It shall be the responsibility of the applicant to periodically check sign locations to verify that the signs remain in place had have not been vandalized or removed. The applicant shall immediately notify the responsible official of any missing or defective signs. It is unlawful for a person to alter any notification sign, or to remove it while the case is pending; however, any removal or alteration that is beyond the control of the applicant shall not constitute a failure to meet notification requirements.***
- Published Notice: if required by code, staff shall publish a notice in a newspaper of general circulation in accordance with City Codes and the Texas Local Government Code. ***If, for any reason, more than one notice is required to be published it may be at the expense of the applicant. The renotification fee shall be \$88 plus an \$12 technology fee.***
- Personal Notice: if required by code, staff shall mail personal notice in accordance with City Codes and the Texas Local Government Code. ***If, for any reason, more than one notice is required to be mailed it may be at the expense of the applicant. The renotification fee shall be \$88 plus a \$12 technology fee.***

*I have read the above statements and agree to the required public notification, as required, based on the attached application. The City's Planning and Development Services Department staff has my permission to place signs, as required, on the property and I will notify City staff if the sign(s) is/are damaged, moved or removed. I understand the process of notification and public hearing and hereby submit the attached application for review by the City.*

Signature:  \_\_\_\_\_

Date: 9/30/2019

Print Name: Ed Theriot



McCarty Lane  
Hays County, Texas

D&A Job No. 1787-001  
September 06, 2019

**METES & BOUNDS DESCRIPTION  
For 6.00 Acres [261,359 Square Feet]**

**BEING A 6.00 ACRE [261,359 SQUARE FEET] TRACT OF LAND OUT OF THE CYRUS WICKSON SURVEY, ABSTRACT NUMBER 474, BEING OUT OF A CALLED 35.40 ACRE TRACT OF LAND DESCRIBED IN VOLUME 4595, PAGE 398 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], SAID 6.00 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a 1/2 inch iron rod, found for the east corner of the herein described tract and said 35.40 acres, same being the south corner of a called 0.12 acre tract described in Volume 3592, Page 145 [O.P.R.H.C.T.] same being at the intersection of the apparent southwest right-of-way line of McCarty Lane (County Road 233), no record information found, and the apparent northwest right-of-way line of Old Bastrop Road (County Road 266), no record information found;

**THENCE**, with the southeast line of said 35.40 acre and the apparent northwest right-of-way line of Old Bastrop Road, the following four (4) courses and distances;

- 1) S23°16'03" W, a distance of 91.74 to a 1/2 inch iron rod with “Byrn” cap, found at the start of a curve to the left,
- 2) With said curve to the left, having an arc length of 175.93 feet, a radius of 540.00 feet, a delta angle of 18°40'02”, and a chord which bears S18°11'01”W, 175.16 feet to a found 1/2 inch iron rod with “Byrn” cap,
- 3) S08°50'48”W, a distance of 131.10 feet to a 1/2 inch iron rod found at the start of a curve to the right,
- 4) With said curve to the right, having an arc length of 170.97 feet, a radius of 460.00 feet, a delta angle of 21°17'41”, and a chord which bears S19°50'40”W, 169.98 feet to a point for the south corner of the herein described tract,

**THENCE**, N45°45'12”W, over and across said 35.40 acres, a distance of 773.15 feet to a point for the west corner of the herein described tract, same being in a northwest line of the 35.40 acres, and also being in the southeast line of Lot 14 of A Hillside Village, Section 1, as recorded in Volume 8, Page 148 of the Plat Records of Hays County, Texas [P.R.H.C.T.],

**(CONTINUED ON NEXT PAGE)**



**THENCE**, N47°46'10"E, with a northwest line of said 35.40 acres and the southeast lines of Lots 14, 13, and 12 of said A Hillside Village, Section 1, passing at a distance of 18.95 feet a 1/2 inch iron rod, found for the common southerly corner of Lots 14 and 13, and passing at a distance of 136.72 feet a 1/2 inch iron rod, found for the common southerly corner of Lots 13 and 12, and continuing in all 174.76 feet to a 1/2 inch iron rod, found for an exterior corner of said 35.40 acres and the herein described tract, same being the west corner of the remainder of Lot 18 of said A Hillside Village, section 1, further described in Document Number 16037515 [O.P.R.H.C.T.]

**THENCE**, with the lines common to the remainder of Lot 18 and said 35.40 acre tract, the following two (2) courses and distances;

- 1) S46°08'50" E, a distance of 159.87 feet to a 1/2 inch iron rod, found for the south corner of Lot 18,
- 2) N47°47'46"E, a distance of 321.75 feet, to a 1/2 inch iron rod with "Byrn" cap, found for the easterly north corner of said 35.40 acres and the herein described tract, being the east corner of the remainder of Lot 18, same being the south corner of a called 0.03 acre tract described in Volume 3510, Page 283 [O.P.R.H.C.T.], and same being in the apparent southwest right-of-way line of said McCarty Lane,

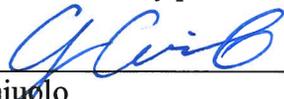
**THENCE**, with the apparent southwest right-of-way line of McCarty Lane and the easterly northeast line of said 35.40 acre tract, the following three (3) courses and distances;

- 1) S48°23'27" E, a distance of 118.08 feet to a point at the start of a curve to the right,
- 2) With said curve to the right, having an arc length of 37.92 feet, a radius of 969.00 feet, a delta angle of 02°14'31", and a chord which bears S46°46'08"E, 37.91 feet to a found 1/2 inch iron rod,
- 3) S46°09'13"E, a distance of 169.20 feet back to the **POINT OF BEGINNING** of the herein described tract and containing 6.00 acres [261,359 square feet].

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010.  
Units: U.S. Survey Feet.

This survey was performed without the benefit of a title commitment. Easements or other matters of record may exist where none are shown.

I, Garrett Cavaiuolo, Registered Professional Land Surveyor, hereby certify that this metes and bounds description represents an actual survey performed on the ground under my supervision.

  
 \_\_\_\_\_  
 Garrett Cavaiuolo  
 Registered Professional Land Surveyor  
 Texas Registration No. 6714  
 Doucet & Associates, Inc.  
 GCavaiuolo@DoucetEngineers.com  
 TBPLS Firm No. 10105800

9/6/19  
Date



# Ordinances 2020-XX

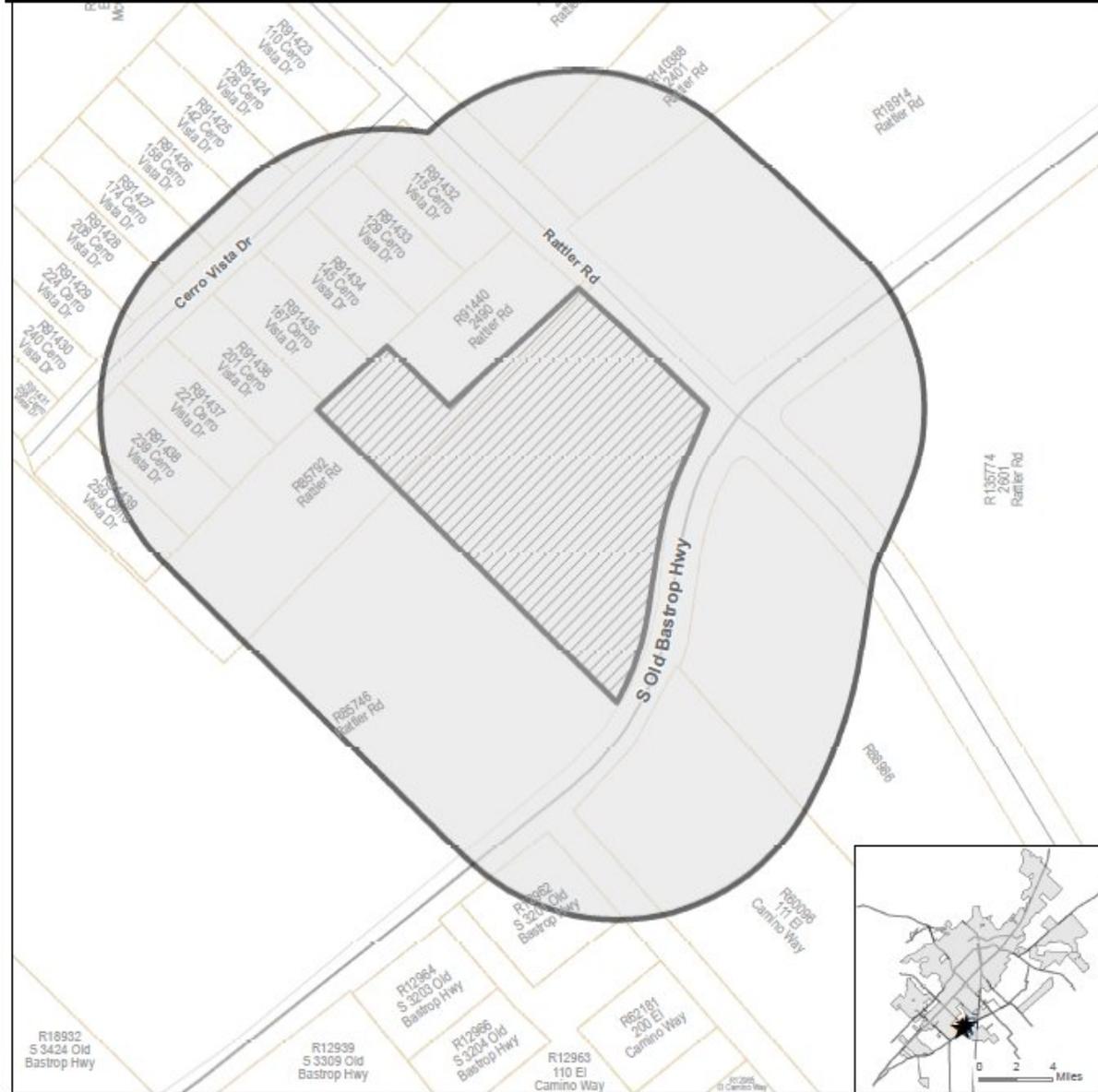
## Rattler Road / Old Bastrop Highway Zoning Change

Receive a Staff presentation and hold a public hearing to receive comments for or against Ordinance 2020-XX, by Doucet and Associates on behalf of SHC Holdings, LLC, amending the Official Zoning Map of the City by rezoning six acres, more or less, out of the Cyrus Wickson Survey, Abstract 474, Hays County, generally located at the western corner of South Old Bastrop Hwy and Rattler Road, from “FD” Future Development to “CD-5” Character District - 5, and including procedural provisions on the first of two readings, and consider approval of Ordinance 2020-XX, on the first of two readings.

**ZC-19-11  
400' Notification Buffer  
FD to CD-5 — Corner of Rattler Rd and S Old Bastrop Hwy**

**Location:**

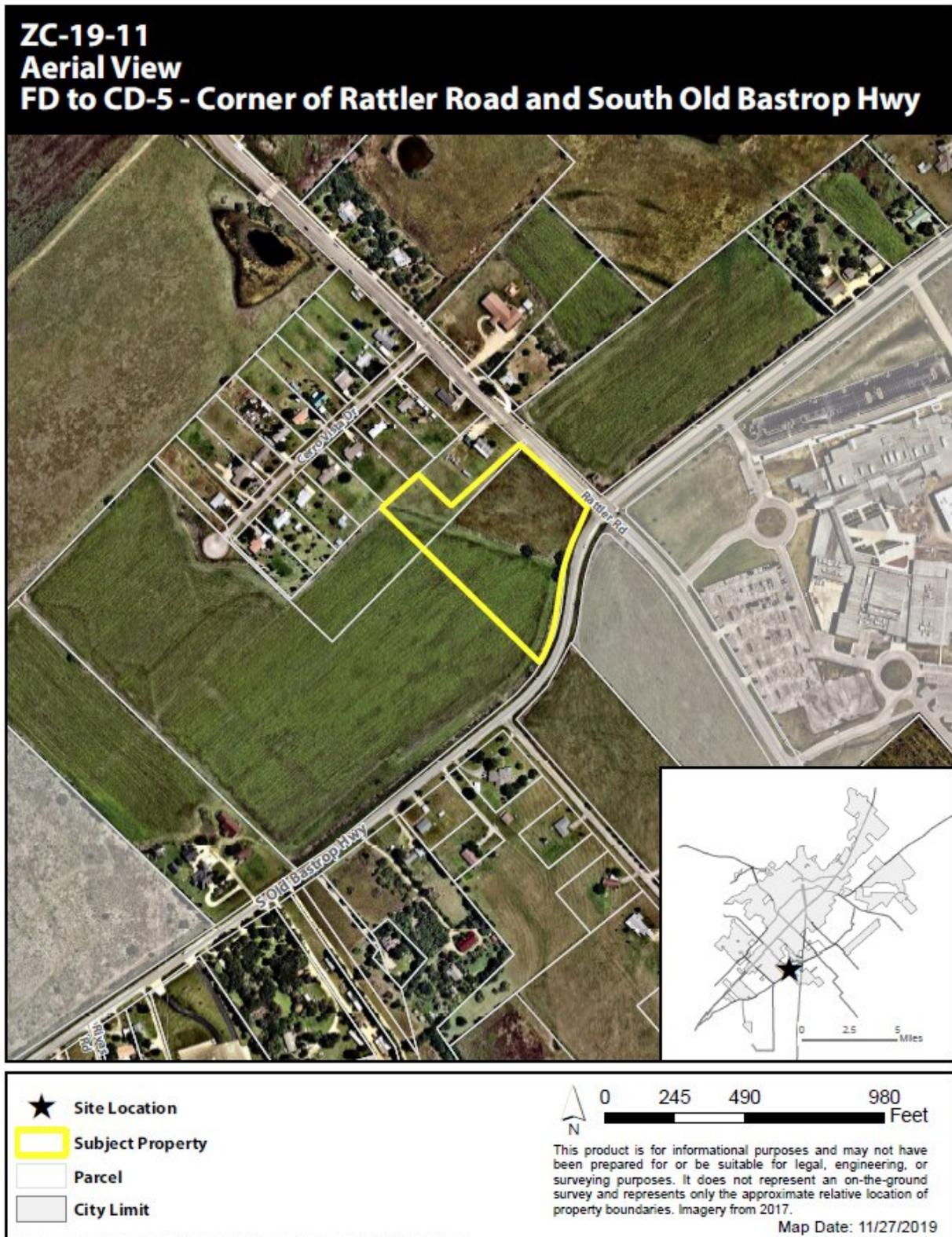
- Approximately six acres
- **Current Configuration:**  
Vacant / Agricultural land
- Surrounding uses include:
  - Single-family (ETJ)
  - San Marcos High School
  - Vacant / rural
- Located outside the City Limits (Extraterritorial Jurisdiction)



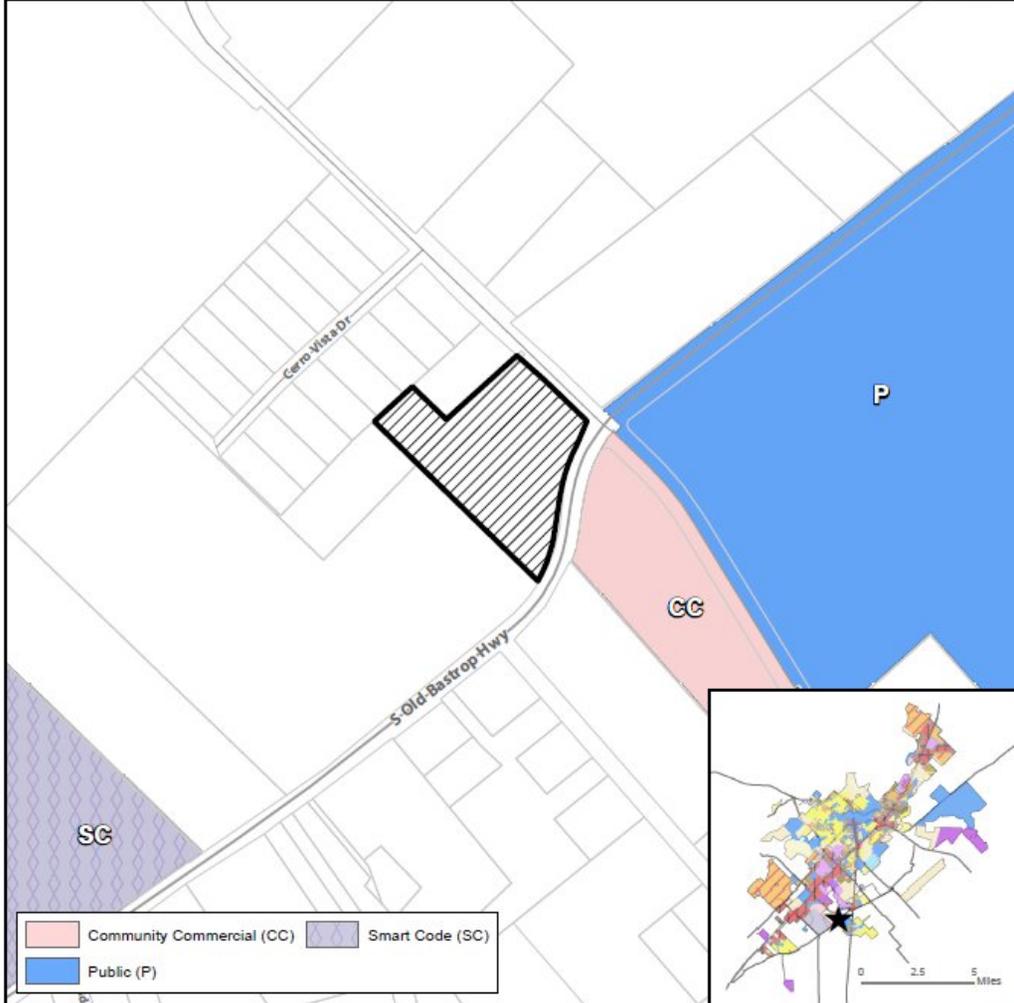
★	Site Location	<p>0 150 300 600 Feet</p> <p>This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.</p> <p>Map Date: 11/19/2019</p>
	Subject Property	
	400' Buffer	
	Parcel	
	City Limit	

## Context & History

- **Existing Zoning:** Outside City Limits (ETJ)
- **Proposed Zoning:** Character District - 5 (CD-5)
- Proposed CD-5 zoning allows for residential, commercial, and office uses and Building Types.
- Annexation request is being processed concurrently for property located outside City Limits
  - FD zoning is default classification for newly annexed land.



**ZC-19-11  
Existing Zoning Map  
FD to CD-5 - Corner of Rattler Road and South Old Bastrop Hwy**



★ Site Location

▨ Subject Property

▭ Parcels

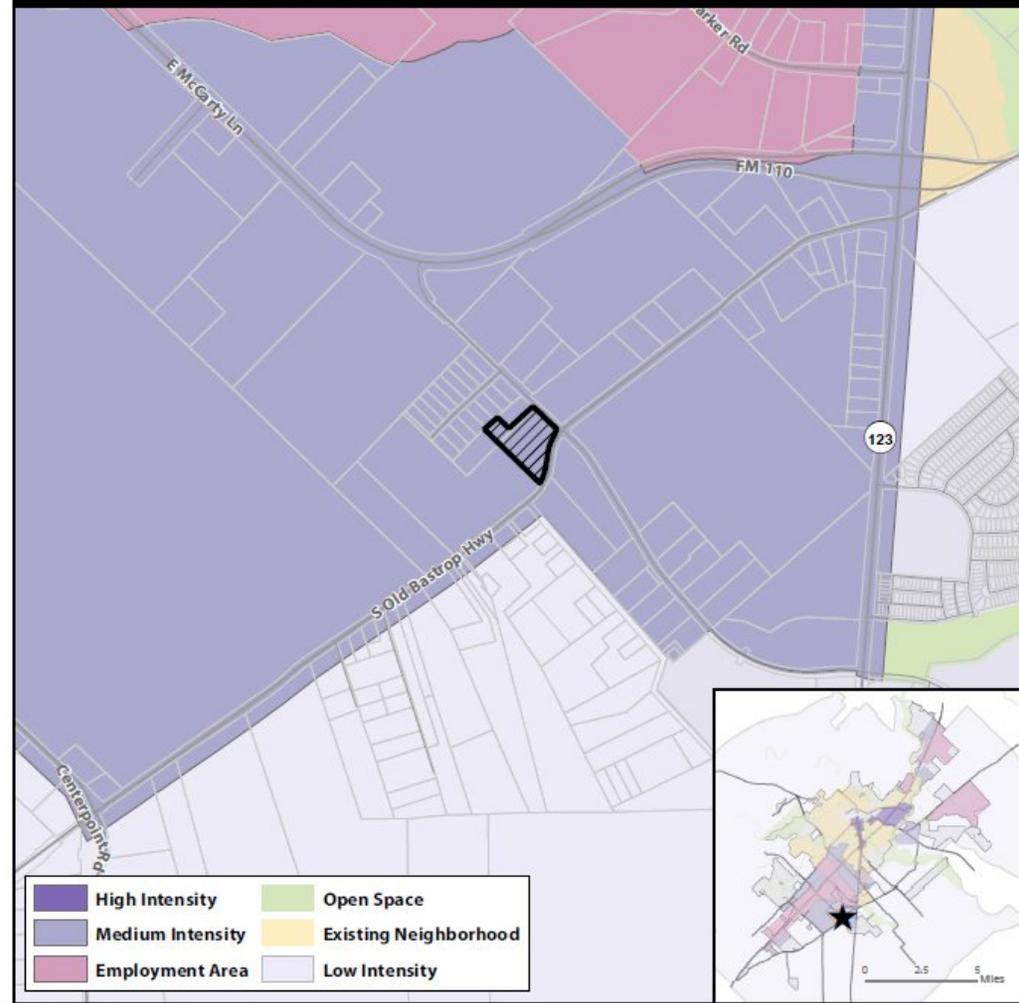
▭ City Limit

0 255 510 1,020 Feet

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Map Date: 11/27/2019

**ZC-19-11  
Preferred Scenario  
FD to CD-5 - Corner of Rattler Road and South Old Bastrop Hwy**



★ Site Location

▨ Subject Property

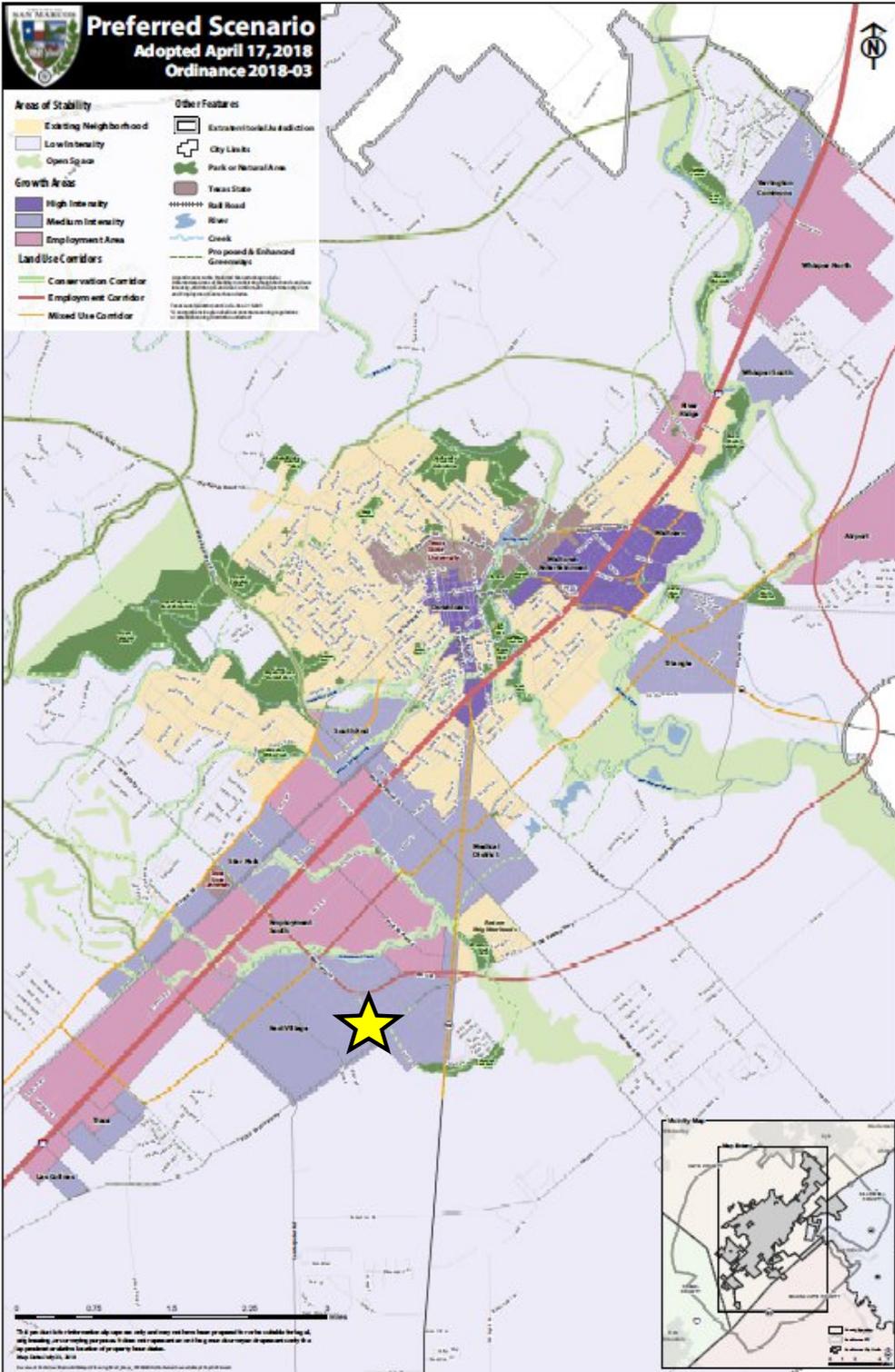
▭ Parcels

▭ City Limit

0 750 1,500 3,000 Feet

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Map Date: 11/27/2019



# Comprehensive Plan Analysis

**Step 1:** Where is the property located on the Comprehensive Plan?

**Located in a Medium Intensity Zone**

“An area of change intended to accommodate the City’s future growth and expansion where people can meet their daily needs within a short walk, bike, transit trip, or drive” (4.1.1.6)

# Comprehensive Plan Analysis

**Step 2:** Is the request consistent with the Comprehensive Plan / District Translation Table?

**Applicant is requesting a “Character District” (CD-5) within a Medium Intensity Zone.**

**TABLE 4.1 COMPREHENSIVE PLAN / DISTRICT TRANSLATION**

DISTRICT CLASSIFICATION	COMPREHENSIVE PLAN DESIGNATIONS					
	OPEN SPACE/ AGRICULTURAL	LOW INTENSITY	EXISTING NEIGHBORHOOD	MEDIUM OR HIGH INTENSITY ZONE	EMPLOYMENT CENTER	CORRIDOR
Conventional Residential	NP	NP	C	--	--	--
Neighborhood Density Districts	NP	NP	See Section 4.1.2.4 - 4.1.2.5	NP	NP	C
<b>Character Districts</b>	NP	C	--	C	NP	C
Special Districts	--	NP	NP	NP	C	C
Legend	-- = Not Allowed (PSA Required)		NP = Not Preferred		C = Consider	

# CD-5 Zoning Analysis:

- CD-5 zoning is intended to provide a variety of residential, retail, and commercial uses. To promote walkability and compatibility, auto-oriented uses are restricted. CD-5 promotes mixed use and pedestrian-oriented activity.
- **Allowable Building Types:** *Accessory Dwelling, Townhouse, Apartment, Live/Work, Mixed Use Shopfront, Civic Building*
- Proposed rezoning aligns with vision of the Comprehensive Plan, which states that the community needs diversified housing options and to direct growth to Intensity Zones.
- The property is vacant and shown to be in a low constrained area. There is no floodplain on the property.



**GENERAL DESCRIPTION**  
 The CD-5 district is intended to provide for a variety of residential, retail, service and commercial uses. To promote walkability and compatibility, auto-oriented uses are restricted. CD-5 promotes mixed use and pedestrian-oriented activity.

DENSITY	
Impervious Cover	100% max.

TRANSPORTATION		
Block Perimeter	2,000 ft. max	Section 3.6.2.1
Streetscape Type	Main Street Multi-Way	Section 3.8.1.6 Section 3.8.1.9

BUILDING TYPES ALLOWED	
Accessory Dwelling	Section 4.4.6.1
Townhouse	Section 4.4.6.7
Apartment	Section 4.4.6.10
Live/ Work	Section 4.4.6.11
Mixed Use Shopfront	Section 4.4.6.14
Civic Building	Section 4.4.6.15

## Infrastructure

- **Street Requirements**

- Block perimeter requirements
- Bike facility requirements
- Sidewalk connections
- Traffic Impact Analysis (TIA)

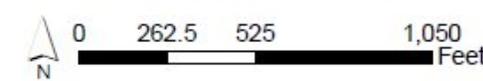
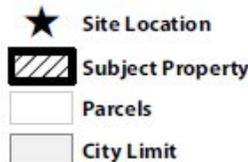
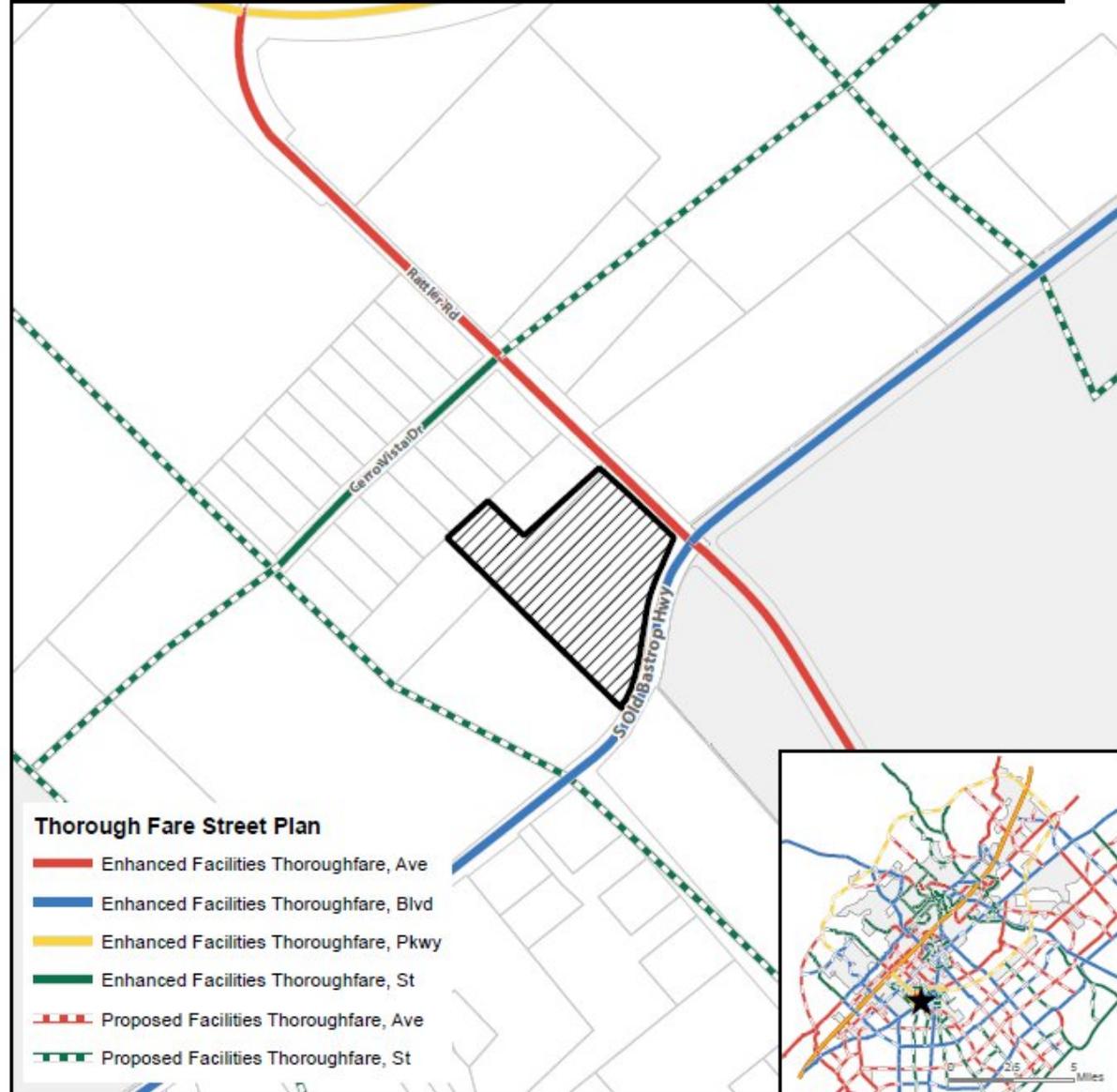
- **Parkland Dedication + Development**

- Land dedication and development of infrastructure required for residential uses
- Fee-in-lieu may be requested

- **Environmental Requirements**

- Watershed Protection Plan
- Lot and street landscaping

### ZC-19-11 Transportation Master Plan FD to CD-5 - Corner of Rattler Road and Old Bastrop Hwy



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Map Date: 11/27/2019





## Staff Recommendation:

At their December 10, 2019 Meeting, the Planning and Zoning Commission recommended **approval** of the zoning change with a 7-1 vote.

Staff provides this request to the Commission for your consideration and recommends **approval** of the request for a zoning change from “FD” Future Development to “CD-5” Character District – 5

# Zoning District Comparison Chart

Topic	Existing Zoning: Future Development (FD)	Proposed Zoning: Character District – 5 (CD-5)
Zoning Description	The Future Development (FD) District is intended to serve as a temporary zoning district for properties that shall develop in the future, but have been newly annexed and/or are not yet ready to be zoned for a particular Use. Characterized by primarily agricultural use with woodlands and wetlands and scattered buildings.	The CD-5 district is primarily intended to provide a variety of residential, retail, service, and commercial uses. To promote walkability and compatibility, auto-oriented uses are restricted. CD-5 promotes mixed use and pedestrian-oriented activity.
Uses	Residential / Agricultural ( <i>See Land Use Matrix</i> )	Residential, Commercial, Office, etc. ( <i>See Land Use Matrix</i> )
Parking Location	No location standards	No parking in the 1st layer; Parking allowed in 2 <sup>nd</sup> layer along secondary street only
Parking Standards	Dependent upon use	Dependent upon use
Max Residential Units per acre	0.4 units per acre (max)	N/A
Occupancy Restrictions	N/A	N/A
Landscaping	Tree and shrub requirements	Tree and shrub requirements
Building Height (max)	2 stories	2 stories (min), 5 stories (max)
Setbacks	Based on Zoning District	Based on Zoning District
Impervious Cover (max)	30%	100%
Lot Sizes	Allows a variety of lot sizes depending on Building Type.	Allows a variety of lot sizes depending on Building Type.
Streetscapes	Residential Street: 5' sidewalk for lots smaller than 1 acre, street trees every 40' on center average, 7' planting area between sidewalk and street required.	Main Street: 10' sidewalk, street trees every 35' on center average, 7' planting area between sidewalk and street required.
Blocks	No Block Perimeter Required	2,000 ft. Block Perimeter max



Legislation Text

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**File #:** Ord. 2019-46(b), **Version:** 1

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**AGENDA CAPTION:**

Consider approval of Ordinance 2019-46, on the second of two readings, amending Chapter 82, Traffic and Vehicles, of the San Marcos City Code, by adding a new Article 9 that prohibits motor-assisted scooters on public property, streets and sidewalks; providing a savings clause; providing for the repeal of any conflicting provisions; providing for penalties; and providing an effective date.

**Meeting date:** January 7, 2020

**Department:** General Services / Legal

**Amount & Source of Funding**

**Funds Required:** Click or tap here to enter text.

**Account Number:** Click or tap here to enter text.

**Funds Available:** Click or tap here to enter text.

**Account Name:** Click or tap here to enter text.

**Fiscal Note:**

**Prior Council Action:** outlined in background information below. **Approved on first reading on December 17, 2019.**

**City Council Strategic Initiative:** [Please select from the dropdown menu below]

Multi Modal Transportation

Choose an item.

Choose an item.

**Comprehensive Plan Element (s):** [Please select the Plan element(s) and Goal # from dropdown menu below]

- Economic Development - Choose an item.
- Environment & Resource Protection - Choose an item.
- Land Use - Choose an item.
- Neighborhoods & Housing - Choose an item.
- Parks, Public Spaces & Facilities - Choose an item.
- Transportation - Choose an item.

Not Applicable

**Master Plan:** *[Please select the corresponding Master Plan from the dropdown menu below (if applicable)]*

Choose an item.

**Background Information:**

- Texas Transportation Code Chapter 551.352. (b) states: “a county or municipality may prohibit the operation of a motor-assisted scooter on a street, highway, or sidewalk if the governing body of the county or municipality determines that the prohibition is necessary in the interest of safety.”
- During the Council work session on April 2, 2019, the City Council (7-0) directed staff to draft an ordinance prohibiting the use of a motor-assisted scooter in the public right-of-way, including sidewalks and streets
  - Staff conducted a peer review of cities in the central Texas region. Dripping Springs, New Braunfels, and Fredericksburg have successfully prohibited motor-assisted scooters in their respective municipalities
  - The City’s legal team has reviewed these ordinances in drafting the City of San Marcos ordinance
  - Link to video can be found here:  
[http://san-marcos-tx.granicus.com/MediaPlayer.php?view\\_id=9&clip\\_id=1325](http://san-marcos-tx.granicus.com/MediaPlayer.php?view_id=9&clip_id=1325)
- During consideration of the ordinance on first reading on December 17, 2019, the City Council provided direction for staff as follows:
  - **Add a delayed enforcement period** to the ordinance during which the City would conduct a public outreach campaign to notify the public of the requirements of the ordinance. The draft ordinance for second reading includes such a provision that *allows for warnings, but no citations and no impoundments during the delay period*. Staff seeks Council input regarding the appropriate length of the delay period before enforcement would begin. **Thus, a motion will be needed to establish the beginning date for enforcement.**
  - **Reduce the maximum fine for violations** of the ordinance from \$500 to \$25. Staff has some concern that the reduced fine may be inadequate to discourage large national scooter rental companies from dumping scooters in the City. Thus, the draft ordinance provides two options from which the Council may select. Option 1 provides for a single maximum fine not to exceed \$25 for all violations as directed by the City Council. Option 2 provides a tiered penalty under which large scooter rental companies may be fined up to \$500, while individuals would be subject to a lesser fine not to exceed \$25. **A motion will be needed to approve the ordinance with either Option 1 or Option 2.**
- Concerns were also expressed by the Council regarding impoundment of privately owned scooters. Staff believes that this concern may best be addressed through public outreach and education informing the public about the possibility of impoundment and where impounded scooters may be retrieved.

**Council Committee, Board/Commission Action:**

Click or tap here to enter text.

**Alternatives:**

Click or tap here to enter text.

**Recommendation:**

Staff recommends approval of the ordinance.

**ORDINANCE NO. 2019-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING CHAPTER 82, TRAFFIC AND VEHICLES, OF THE SAN MARCOS CITY CODE, BY ADDING A NEW ARTICLE 9 THAT PROHIBITS MOTOR-ASSISTED SCOOTERS ON PUBLIC PROPERTY, STREETS AND SIDEWALKS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF ANY CONFLICTING PROVISIONS; PROVIDING FOR PENALTIES; AND PROVIDING AN EFFECTIVE DATE.**

**RECITALS:**

The City Council hereby finds and determines that the adoption of this ordinance is in the interest of the public health, welfare and safety.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:**

**SECTION 1.** The Recitals are incorporated into this ordinance by reference as findings of fact for all purposes.

**SECTION 2.** Chapter 82, Traffic and Vehicles, of the San Marcos City Code, is amended by adding a new Article 9, Motor-Assisted Scooters, as set forth below. Added text is indicated by underlining.

**ARTICLE 9. MOTOR-ASSISTED SCOOTERS**

**Sec. 82.295. Purpose.**

This article is established to enhance public safety by restricting the use of motor-assisted scooters within the city and on city-owned property.

**Sec. 82.296. Applicability.**

This article does not apply to:

(1) a moped or motorcycle;

(2) a motor-assisted bicycle;

(3) or a motorized mobility device designed for transportation of persons with physical disabilities as defined under Section 552A.0101 of the Texas Transportation Code.

**Sec. 82.297. Definitions.**

Impoundment or impound as used in this article means removal by the city of a motor-assisted scooter to a temporary storage location or designated impound facility.

Motor-assisted scooter means a self-propelled device with at least two wheels in contact with the ground during operation, a braking system capable of stopping the device under typical operating conditions; a gas or electric motor not exceeding 40 cubic centimeters; a deck designed to allow a person to stand or sit while operating the device; and the ability to be propelled by human power alone.

**Sec. 82.298. Offenses.**

(a) It is an offense for any person to operate a motor-assisted scooter on any public property, public park (including natural areas and open spaces), public sidewalk, public way, public street, or public highway within the city, or on any city-owned property located outside the corporate limits of the city.

(b) It is an offense for any person to abandon, place, or leave behind any motor-assisted scooter on any public property, public park (including natural areas and open spaces), public sidewalk, public way, public street, or public highway within the city, or on any city-owned property located outside the corporate limits of the city.

(c) **OPTION 1 AS DIRECTED BY CITY COUNCIL** A person who violates, causes, allows or permits a violation of this section commits a misdemeanor offense punishable by a fine not to exceed ~~\$500.00~~ **\$25.00**.

**OR**

(c) **OPTION 2** Any person, or entity that operates a scooter sharing business or service by which motor-assisted scooters are made available to the public for short-term rental, or any authorized representative thereof, that violates, causes, allows or permits a violation of this section commits a misdemeanor offense punishable by a fine not to exceed \$500.00. Any other person who violates, causes, allows or permits a violation of this section commits a misdemeanor offense punishable by a fine not to exceed \$25.00.

(d) Each violation of this section constitutes a separate offense.

**Sec. 82.299. Impoundment.**

(a) The city may impound any motor-assisted scooter found unattended on any public property, public park (including natural areas and open spaces), public sidewalk, public way, public street, or highway within the city and on any

city-owned property located outside the corporate limits of the city.

(b) Prior to impoundment, and where no emergency conditions exist, or where traffic or public access is not unduly impeded, a warning shall be issued and placed upon any such unattended motor-assisted scooter. The warning shall state that, if the motor-assisted scooter is not removed within 24 hours, then impoundment shall occur.

(c) Not more than 72 hours after impoundment of any motor-assisted scooter, the city shall attempt to notify the owner of the motor-assisted scooter, as disclosed by readily identifiable owner contact information attached to the motor-assisted scooter. The notice shall be attempted by telephone, electronic mail, or U.S. mail. The notice shall outline the impoundment and redemption process. If a motor-assisted scooter is redeemed prior to the submission of notice, or if the city is unable to readily identify the owner, then notice need not be sent. Saturdays, Sundays and city holidays are to be excluded from the calculation of the 72-hour notice period.

(d) All motor-assisted scooters impounded under this section shall be subject to an impounded fee that is sufficient to offset the city's costs of enforcement and storage for each such motor-assisted scooter.

**SECTION 3.** In codifying the changes authorized by this ordinance, paragraphs, sections and subsections may be renumbered and reformatted as appropriate consistent with the numbering and formatting of the San Marcos City Code.

**SECTION 4.** If any word, phrase, clause, sentence, or paragraph of this ordinance is held to be unconstitutional or invalid by a court of competent jurisdiction, the other provisions of this ordinance will continue in force if they can be given effect without the invalid portion.

**SECTION 5.** All ordinances and resolutions or parts of ordinances or resolutions in conflict with this ordinance are repealed.

**SECTION 6.** This ordinance will take effect after its passage, approval and adoption on second reading and publication in accordance with the City Charter, **provided that neither the penal provisions under Section 82.298, nor impoundment under Section 82.299 will be enforced by the City until [REDACTED], 2020. Before such date, only warnings may be issued and City staff shall conduct an extensive notification and educational program to inform the public about the importance and requirements of this ordinance.**

**PASSED AND APPROVED** on first reading on December 17, 2019.

**PASSED, APPROVED AND ADOPTED** on second reading on January 7, 2020.

Jane Hughson  
Mayor

Attest:

Approved:

Tammy K. Cook  
Interim City Clerk

Michael J. Cosentino  
City Attorney



## Legislation Text

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**File #:** ID#19-980, **Version:** 1

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**AGENDA CAPTION:**

Receive a presentation and provide feedback regarding the San Marcos Complete Count Committee's planned outreach efforts to promote the 2020 Census.

**Meeting date:** January 7, 2020

**Department:** Planning & Development

**Amount & Source of Funding**

**Funds Required:** Click or tap here to enter text.

**Account Number:** Click or tap here to enter text.

**Funds Available:** Click or tap here to enter text.

**Account Name:** Click or tap here to enter text.

**Fiscal Note:**

**Prior Council Action:** N/A

**City Council Strategic Initiative:** [Please select from the dropdown menu below]

Choose an item.

Choose an item.

Choose an item.

**Comprehensive Plan Element (s):** [Please select the Plan element(s) and Goal # from dropdown menu below]

- Economic Development - Choose an item.
- Environment & Resource Protection - Choose an item.
- Land Use - Choose an item.
- Neighborhoods & Housing - Choose an item.
- Parks, Public Spaces & Facilities - Choose an item.
- Transportation - Choose an item.
- Not Applicable

**Master Plan:** *[Please select the corresponding Master Plan from the dropdown menu below (if applicable)]*

Choose an item.

**Background Information:**

Once every decade, the federal government conducts a census of the entire population to count everyone in the United States. Our nation's founders believed these data were so important that they mandated the decennial census in the Constitution. While the primary constitutional purpose of the census is to determine the number of congressional representatives for each state and ensure equal representation in the redistricting process, the census, in particular, an accurate census, is vital to cities for a variety of reasons discussed in the attached workplan.

In order to create awareness of the 2020 Census and to help communities engage and promote self-response among hard-to-count populations, the Census Bureau encourages tribal, state, and local governments; community-based organizations; faith-based groups; schools; businesses; the media; and other key sectors of a community to work together and form **Complete Count Committees**. These committees are comprised of a broad spectrum of government and community leaders and represent the trusted voices necessary to develop and implement a 2020 Census awareness campaign. These community leaders are able to utilize their knowledge of and connections in the local community to accurately identify hard-to-count populations and create localized strategies and messaging that resonates with the population in their respective area. They are the trusted voices and are best suited to mobilize community resources in an efficient manner.

The San Marcos Complete Count Committee is a 21-person committee (currently 17 filled positions) that was created by City Council via Resolution 2019-35R. Over four separate meetings the CCC has worked to understand their target outreach audience and develop strategies to effectively promote the census and increase self-response amongst San Marcos residents. The attached workplan outlines the Committee's strategic approach, planned activities, identified partners, and general timeline for outreach activities. The Committee is presenting this workplan to the Council to inform them of the outreach they will be doing and to receive feedback.

**Council Committee, Board/Commission Action:**

**Provide feedback**

**Alternatives:**

**N/A**

**Recommendation:**

N/A

## Overview

Once every decade, the federal government conducts a census of the entire population to count everyone in the United States. Our nation's founders believed these data were so important that they mandated the decennial census in the Constitution. Even before the U.S. Constitution fully outlines the powers of the three branches of government, it mandates a decennial count of all persons in the country.

While the primary *constitutional* purpose of the decennial census is to determine the number of congressional representatives each state will have for the next decade and to ensure equal representation in the redistricting process, the census, in particular, an **accurate** census, is vital to cities for a wide variety of reasons.

### The Census directly impacts funding San Marcos will receive over the next decade

Population counts and statistics derived from both the decennial census and other surveys determine the annual allocation of more than \$800 billion in federal investment across states, counties, and cities. Texas, with a population of nearly 29 million, receives more than \$43 billion in federal funds every year based on census data. An undercount of just 1% could cost the state at least **\$300 million annually** for a decade. To put things into perspective, it's estimated that about \$1,580 will be allocated annually for every Texan that is counted in the 2020 Census.

So, who exactly stands to lose out on all this money if San Marcos is undercounted yet again in the 2020 Census? A study from the U.S. Department of Commerce reviewed the total federal funds distributed each year in whole or in part using U.S. Census Bureau data and found that **132 different programs** used Census data to distribute more than \$675 billion in funds during fiscal year 2015. Among others, these programs include Medicaid, CHIP, SNAP, Highway Planning & Construction, Federal Pell Grant, Head Start, National School Lunch, Section 8 Housing Vouchers, WIC, Low Income Home Energy Assistance, Unemployment Insurance, CDBG Disaster Recover Grants, Historic Preservation Fund, Small Business Development Grants, Violence Against Women Grants, Emergency Food Assistance Program, Assistance to Firefighters Grant, Public Housing Capital Fund; the list goes on.

### An accurate count helps fuel a thriving economy

Economic development does not happen without up-to date Census information. Census data offers detailed economic and demographic data that businesses have come to rely on when assessing potential employees, customers, products and markets. The Consumer Price Index, Current Population Survey, Survey of Construction, Exports from Manufacturing, and Annual Survey of Entrepreneurs are all premier tools that are used heavily by the business community and those working in economic development. All these tools and premier surveys are based in whole, or in part, off Census data and inform local economies on everything from inflation rates, statistics about the labor force, housing and construction totals which manufacturers use to plan production and estimate market shares, the value of exports and estimated job

creation, and characteristics of small area businesses for local entrepreneurs. In summary, an inaccurate count potentially puts **billions** of dollars in economic activity at stake.

### **Miscounts can contribute to inequities**

The census often under-counts certain segments of the population. Groups that predictably have net undercounts include black people, those of Hispanic/Latinx descent, American Indians living on reservations, children under the age of 4, people renting their home, and those with low incomes. The 2010 census missed more than 1.5 million minorities and struggled to count in particular, black Americans, Hispanics, and renters. These “hard-to-count” populations often represent our most vulnerable citizens that face substantial barriers to participation. Language barriers, low literacy, lack of internet access, fear of government retaliation, and housing insecurity can all perpetuate undercounts of these populations. A complete count ensures that all San Marcos residents, regardless of their race or income, enjoy the political representation and fiscal resources to which they are entitled. An accurate census is a fair census.

### **If not us then who?**

Across the country, states are planning on spending millions to make sure they get a better head count of their residents. For example, California officials announced they are investing as much as \$154 million in the 2020 Census. But not all states are making investments, or even coming up with statewide plans to improve the count. This year, Texas lawmakers failed to pass legislation that would have created a statewide effort aimed at making sure all Texans are counted. Measures that would have ensured millions of dollars in funding for the census in Texas also failed. In lieu of state support to ensure accurate census numbers, it’s up to San Marcos advocates and local officials to come up with their own plans and funding to reach all parts of our diverse, hard-to-count community.

## **San Marcos Complete Count Committee**

### **COMPLETE COUNT COMMITTEES**

In order to create awareness of the 2020 Census and to help communities engage and promote self-response among hard-to-count populations, the Census Bureau encourages tribal, state, and local governments; community-based organizations; faith-based groups; schools; businesses; the media; and other key sectors of a community to work together and form **Complete Count Committees**. These committees are comprised of a broad spectrum of government and community leaders and represent the trusted voices necessary to develop and implement a 2020 Census awareness campaign. These community leaders are able to utilize their knowledge of and connections in the local community to accurately identify hard-to-count populations and create localized strategies and messaging that resonates with the population in their respective area. They are the trusted voices and are best suited to mobilize community resources in an efficient manner.

### **COMMITTEE FORM AND STRUCTURE**

The San Marcos Complete Count Committee is a 21-person committee that was created by City Council via Resolution 2019-35R. The Resolution gives guidance on who the CCC will be made

up of and specifies that representatives from City Council, Texas State University, the business community, the school district and education sector, the community/nonprofit organizations, faith-based groups, the media, youth organizations, the healthcare industry, and three at large members should make up the committee. The San Marcos Complete Count Committee is made up of the below volunteers representing the respective listed sectors of the San Marcos community.

- Saul Gonzeles and Mark Rockeymoor: City Council
- Dr. Roseanne Proite and Margaret Yackel: Texas State University
- Monica Valadez and Keith Cunningham: San Marcos CISD
- Linda Coker: Community Based/Non-Profit
- Michelle Harper: Youth Organization
- Jason Mock: Business
- Pastor Sam Montoya and Jordan Buckley: Faith based
- Melissa Jewett and Lance Winter: Media
- Ida Miller: Healthcare
- Roland Saucedo, Dr. Gloria P. Martinez-Ramos, and Mary Lacy: At Large



*Figure 1. San Marcos Complete Count Committee Subcommittee Structure*

CCC members organized themselves into workgroups, i.e., subcommittees based on the San Marcos hard-to-count populations they identified and their respective area of local knowledge and expertise. Some CCC members have chosen to work across several subcommittee workgroups to utilize their various ties in the community and area of interest. A description of each subcommittee and their purpose is included in the Appendix 4 of this document.

## San Marcos Hard-to-Count

### METHODOLOGY

Over the course of three meetings the Committee identified their target outreach and engagement audience using the Census Bureau's [Response Outreach Area Mapper \(ROAM\)](#) application, the City University of New York's Graduate Center's [Hard to Count Map](#), and each committee member's local knowledge.

The ROAM application is a web mapping application that shows the Low Response Score (LRS) of each census tract in the country and reveals additional neighborhood characteristics of that tract such as percentages of the population below poverty level, education attainment, age, income level, ethnicity and race, language spoken, internet access, and housing composition. The Hard to Count application is also a web mapping application that shows the total percentage of households, by census tract, that self-responded to the 2010 census questionnaire and allows the user to summarize additional data on internet access and the proportion of at-risk residents within that tract.

## IDENTIFYING SAN MARCOS HARD TO COUNT POPULATIONS

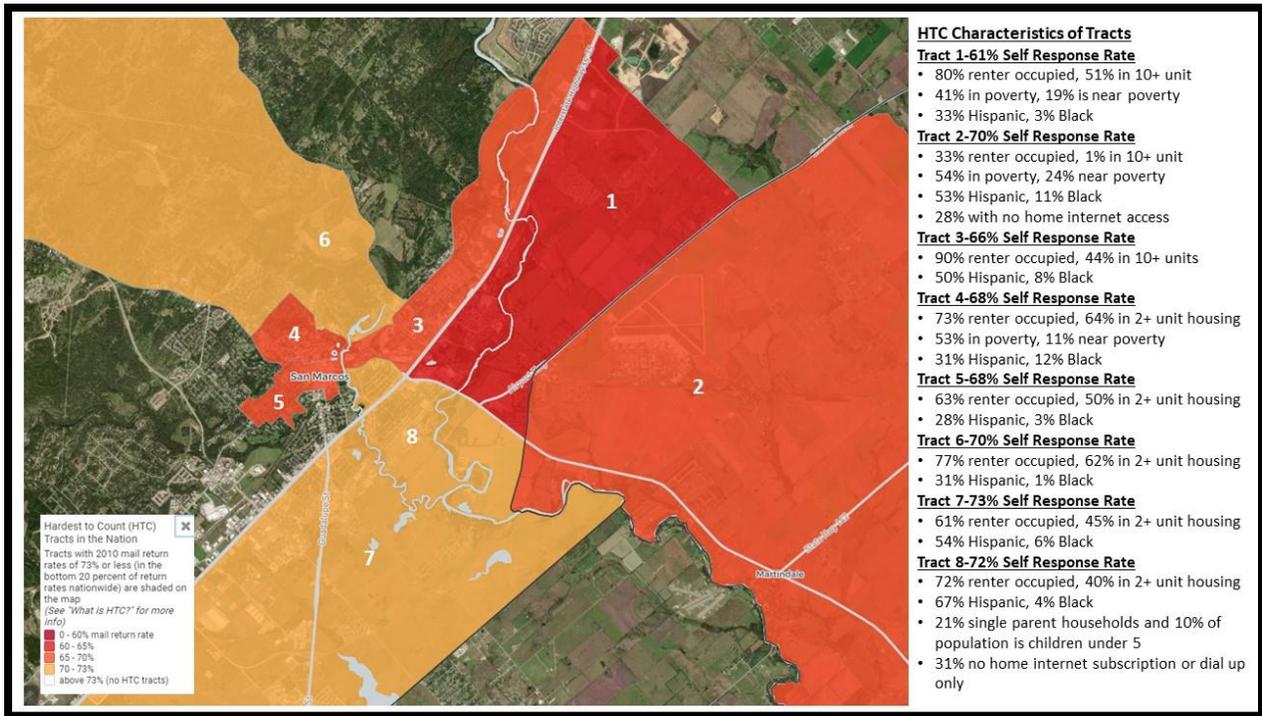


Figure 2. San Marcos Populations at Risk of Being Undercounted, Hard to Count Map 2020. For a full-size version of this map refer to Appendix 5

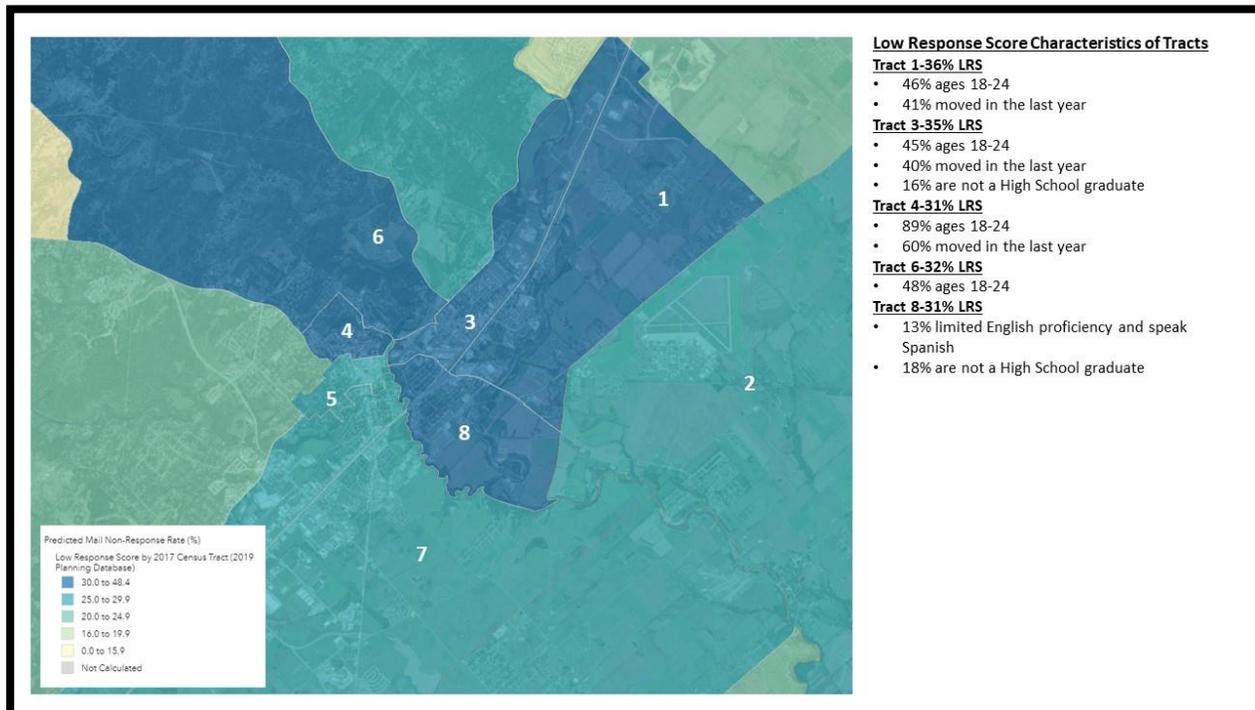


Figure 3. San Marcos Low Response Score Tracts with Relevant Neighborhood Characteristics, Census ROAM Map. For a full-size version of this map refer to Appendix 5

Using these two tools and their local knowledge, the following observations on hard-to-count populations and locations in San Marcos were made. These observations will guide the Committee in choosing appropriate outreach and engagement strategies.

### **Renters**

Renters make up a significant portion of the households in San Marcos with some undercounted census tracts being as much as 90% renter occupied. Renters share certain characteristics that compound their risk of being undercounted, including:

- **Transitory status:** Renters are more transitory and more likely to be missed during the census due to incorrect address information or the fact that they may be moving during the census taking process.
- **Poverty and Low Income:** There's a correlation between renters and poverty with nearly 30% of the nation's renters living below the poverty line. Renters typically devote a greater share of their income towards rent and often don't have the time or resources to invest in taking the census. In addition, renters who are or have been evicted during the census could be undercounted if their address is not updated.
- **Race and Ethnicity:** Renters are disproportionately people of color with Black and Hispanic households being twice as likely to be renters than White households. People of color have historically been undercounted.
- **Education:** Areas with lower educational attainment are hard to count and statistically, renters tend to have lower education attainment.
- **Type of Housing:** Multi-unit buildings are considered a factor that makes an area hard-to-count and renters tend to live in multiunit buildings.

### **Those of Hispanic/Latino Descent**

Latinos have been undercounted for decades, disadvantaging their families, communities, and neighborhoods. Latino children in particular are among the most undercounted populations in the United States. There are many characteristics that make the Latino community hard to count, requiring special attention to reach these households and make sure they complete a 2020 Census questionnaire.

- **Language Barriers:** Almost 1/3 of the nation's Hispanics speak English less than "very well". Historically, areas with low rates of English proficiency have been undercounted.
- **Poverty:** Hispanics have an official poverty rate of 21% nationwide which is significantly higher than the U.S. rate of 13%. It is widely believed by Census officials and other experts that households in poverty are difficult to enumerate.
- **Education:** More than 60% of Hispanic adults have only a High School degree or less compared with 40% of the total population. Areas with lower educational attainment are difficult to enumerate.
- **Immigrant Status:** More than 1/3 of Latinos are foreign born. A range of stakeholders, from state officials to immigrant advocates, fear the recent increase in negative political rhetoric and federal detention and deportation operations targeting the undocumented community could greatly reduce participation amongst immigrant communities. It's

likely that immigrant households will be reluctant to respond to the census due to concerns about data confidentiality.

- **Latino Children:** Latino children make up nearly ¼ of all U.S. children under 5. Fifty-five percent of all Latino children under the age of 5 live in a household with complex living arrangements, sometimes moving between various relatives or caregivers' residences. One quarter of young Latino children also live in a household with adults having limited English language proficiency. Each of these characteristics is correlated with heightened risk of being hard-to count.

### **Highly Mobile and Young Households**

With over 38,000 students currently enrolled at Texas State University the Committee identified University students as a likely hard-to-count population early on. College students are considered a hard-to-count population, primarily because they are highly mobile, may live off campus as renters, and are typically in the age category of 18-29 years, an age group that has indicated it is least likely to participate in the Census according to a recent Pew Research Center study. In addition, the Census will send mailings and ultimately the questionnaire out on a *one-per-household basis*, which presents barriers in instances where multiple students (or roommates) are sharing a unit. It should be noted that Texas State University Students living in on-campus dormitory housing are counted via the Census Group Quarters initiative and are not a target population of this Committee. The CCC will focus specifically on those Texas State University students living **off campus**.

### **Reaching the Most Vulnerable-Considering Poverty, Housing Insecurity, Education Attainment, Language Proficiency, and Internet Access**

Using the two mapping applications, Committee members identified data trends that indicated renters, those of Hispanic or Latino descent, and Texas State University students should be highly considered in developing strategies to promote the Census. In addition to these populations the Committee stressed the need to reach the most vulnerable populations in San Marcos including **children under 5, immigrants, the elderly, those of disability, and those experiencing homelessness or housing insecurity**. These populations often face significant hurdles to full participation in the Census such as limited language proficiency, low levels of education attainment, fear of the government, and limited time and resources. In addition, these populations are often the most impacted by an undercount and the resulting misallocation of federal funding to support programs vital to public health, housing, and education. The Committee expects that there is likely a large degree of overlap between these characteristics and *all* the identified hard-to-count populations.

## **COMMITTEE MISSION AND GOALS**

### **Mission Statement**

The San Marcos Complete Count Committee aspires to assist in the thorough identification, education, and representation of our diverse and under-represented populations in the 2020 Census. We envision an accurate, inclusive, and non-partisan count where future federal funding matches the number of San Marcos residents.

## Goals

1. **The accurate identification of hard-to-count and underrepresented populations in the City of San Marcos**
2. **The effective promotion of the Census and increase in self-response among residents through:**
  - The creation of a climate where stakeholders and residents are aware of the Census and the benefits of an accurate count
  - Increasing awareness and understanding of the Census through a variety of channels
  - Partnering with the San Marcos library
  - Promoting the four ways to participate in the census. These four options are online, over the phone, via the mail-in form, or through an in-person interview with a Census enumerator.

## Complete Count Committee Strategies

The Complete Count Committee worked in their respective subcommittee to understand barriers to an accurate count and to develop effective strategies that could be pursued in the following months to promote the Census. The Committee's planned activities and events focus on three central strategic approaches; an institutional approach, a grassroots approach, and a media and mass communications approach. The three strategic approaches are listed below.

**An institutional strategy**, centered on mobilizing a broad swath of trusted local institutions who are likely to be successful in educating and motivating a large segment of the public to participate in the Census;

**A grassroots strategy**, to identify and communicate with San Marcos residents who are not easily or ordinarily reached by institutional outreach component; and,

**A media and communications strategy**, to communicate effectively with all residents through radio, TV, print media, and social media.

### **Institutional Strategy-Engage Trusted Healthcare, Education, and Local Government Institutions**

**Healthcare:** The CCC will engage trusted healthcare institutions and providers such as CTMC, Hospice locations, WIC, Community Action Network, Communicare, WellMed, Hays County Food Bank, Live Oak Partners, Fresenius Dialysis Centers, WellMed partner clinics like Medfirst, Ascension Seton, Baylor Scott and White, and various Urgent Care Centers. The Committee will partner with these trusted healthcare institutions to request the promotion of the Census through their social media channels, waiting area television displays, text outs to patient list, and the distribution of print materials to patients and clients. **San Marcos CISD:** The Committee will also engage San Marcos Consolidated ISD administration, principals, and teachers to communicate the urgency of a complete count and to distribute promotional materials. The SMCISD Website, Blackboard District Application, and social media accounts will be used to fully promote the Census and encourage participation amongst parents, students, and SMCISD

employees. The Committee will also coordinate with SMCISD to table at their various, already scheduled fairs, festivals, carnivals, and other events throughout the year. The Committee will leverage the popular School Fuel program and SMCISD sporting events to promote the Census. If funding becomes available, the Committee will explore the possibility of purchasing Include message/promotion wraps for school bus fleet that advertise the Census and provide the 1-800 assistance hotline.

**Texas State University:** The Committee will partner with Texas State University staff to include a census message on the University Website, the TV in the University Quad, and on the University Marquee. Texas State University sporting events should be taken as an opportunity to promote the Census as well. Engaging the appropriate Texas State University staff and organizations for assistance is a key strategy for the Committee's Texas State University representatives. They plan to engage the Resident Advisors Council, the Vice President of Student Affairs, the Dean of Students, the Associated Student Government, the University Marketing Team, Texas State Staff Council, Faculty Senate, Student Affairs Council, and Student Foundation with further requests to promote the Census.

**City of San Marcos:** The Committee will work with the City of San Marcos to include a Census message in utility bills. They will also request proclamations be made from City Elected Officials and Boards and Commission Chairs in the month leading up to Census Day. The Committee will utilize the Board and Commissioner mailing lists to perform direct mailings of promotional materials. They will also explore the possibility of installing a promotional banner across a high traffic street on Census Day. Finally, the Committee will communicate an ongoing request for participation through funding or dedicated volunteer hours from all institutional stakeholders throughout their outreach campaign.

**Chamber of Commerce and Greater San Marcos Partnership:** The Committee will solicit assistance in gaining sponsorship, in kind donations, and general engagement from the business community and major San Marcos employers through the Chamber of Commerce and Greater San Marcos Partnership.

### **Grassroots Strategy-Meet San Marcos Residents Where They're At**

The Committee realizes that not all San Marcos residents regularly interact with local institutions and are better reached at services and locations that are frequented as part of their daily routine. Knowing that much of the San Marcos community spends a considerable amount of time at the river, the Committee will pursue opportunities to engage residents at any and all events being held along the San Marcos River. The Committee also plans to coordinate with the Housing Authority to promote the Census at their already scheduled meetings and events. The Faith Based subcommittee will engage local faith-based leaders and ask them to include a message about the Census in their sermon. Local daycares and childcare centers will be provided with "Remember to Count Me" stickers and promotional materials to bring home to Mom and Dad. The Committee will engage San Marcos renters by coordinating with property management companies to hold incentive-based events such as pizza socials and raffles. These events should simultaneously educate and incentivize renters to participate in the Census. Finally, Committee members will continuously solicit the input from local NGO and CBO partners on the best strategies for reaching the populations they serve.

### Media Strategy-Promotion Through Radio, TV, Print, and Social Media

The Committee will work to develop key messaging that is **consistent** and **relevant** to the specific target audiences identified in this workplan. They will work to ensure that census messaging is easily understood by all residents, available in appropriate languages, spread through a variety of channels, and “spoken in many voices, but with a consistent message”.

The Committee intends to utilize the following outlets to promote the 2020 Census.

- Flyers posted at apartment complexes throughout town, particularly those with a large number of residents that are TX State University students (identified by rent-by-the room leasing structure)
- Local San Marcos podcasts
- Events Center Marquees
- Social Media Accounts (Twitter, Instagram, Facebook)
- CARTS Bus Ads
- Billboards
- Promotion and stories in the San Marcos Daily Record, University Star, Community Impact, & Hays Free Press
- Parish bulletins
- Local radio stations (KTSW)
- Request EVO and Stars & Stripes play a PSA or promotional video before movie
- Direct mailings City Boards and Commissions members
- Posters in high traffic locations
- Public access channel

### Events Strategy

In addition to the three-pronged approach outlined above, the CCC intends to plan and execute several Census focused events. The CCC will explore opportunities to hold a kick off event where press is invited, an event focused specifically on engaging institutional partners such as the healthcare sector, a fun, entertaining and culturally appropriate event at Cuahtemoc Hall, a Census Sunday event for the faith-based community on the Sunday prior to Census Day, and a Census Day event on April 1<sup>st</sup> 2020.

### Timeline

The Census Bureau will send out an initial invitation to respond to all San Marcos households beginning March 12, 2020. The San Marcos Complete Count Committee will begin their work to build awareness and encourage self-response much earlier in January 2020. A month by month summary of the activities proposed by the Committee is provided on the following page.

## Census Bureau Invitation to Self Respond Timeline

## San Marcos CCC Outreach Timeline

### JAN, 2020

- Engage Partners
- Develop Message & Materials
- Schedule Speaker Engagements and Tabling Opportunities
- Educate & Inform
- Hold Kick-Off Event

### FEB, 2020

- Begin Mass Media & Marketing Campaign
- Distribute & Post Materials at Physical Locations
- Direct Mailings
- Speaker Engagement & Tabling

### MAR, 2020

- News Releases
- Utility Bill Message
- Local Proclamations
- Ramp Up Tabling & Events
- Web & Social Media

### MAR 12-20

Census Bureau will send an invitation to respond online to the 2020 Census (Some households will also receive paper questionnaires at this time)

### MAR 16-24

Census Bureau will send a reminder letter

### MAR 26-APR 3

Census Bureau will send a reminder postcard

### APR 8-16

Census Bureau will send a reminder letter and paper questionnaire

### APR 20-27

Census Bureau will send a final reminder postcard before they follow up in person

### APR, 2020

- Hold Census Day Event
- Advertise Census Kiosks Locations
- Evaluate Census Response Rate Numbers
- Send "It's Not Too Late" Reminder

### MAY, 2020

- Notify Residents of Enumerator Operations
- Thank the Community
- Prepare a Summary Report

## Reporting

The Committee will continue to meet on a regular, monthly basis to report on outreach efforts and progress. Subcommittee members will provide the Committee a verbal report summarizing the number of events they've held, advertising and promotional opportunities they have secured, and if possible, the total number of individuals reached. Some metrics the Committee will use to evaluate success throughout their outreach efforts include:

- Number of visitors to websites and/or social media pages
- Number of attendees at sponsored and/or hosted events
- Number of print promotional materials distributed
- Number of direct mailings sent
- Number of partnering agencies and organizations that commit to be Census Ambassadors
- Number of print, radio, and television ads secured
- Census response rate numbers and map

The Committee will also prepare a final evaluation of our activities and successes to help the Census Bureau guide future committees.

## Thank-You

To achieve a complete count the Committee will need the support and assistance of major San Marcos institutions, grassroots organizations, and residents. The Committee plans to hold a community celebration in June 2020 to thank all our community partners.

## Appendices

### Appendix 1-Who We Will Partner With

**SMCISD:** Parent Liaisons, Principals, GEAR UP Coordinators, SMHS Social Studies Department

**Texas State University:** Resident Advisors Council, Vice President of Student Affairs/Dean of Students Email, Associated Student Government, University Marketing, Texas State Staff Council, Faculty Senate, Student Affairs Council, Student Foundation, ACT, Student Services (Greek Life).

**Healthcare:** CTMC, Hospice locations, WIC, Community Action Network, Communicare, WellMed, Hays County Food Bank, Live Oak Partners, Fresenius Dialysis Centers, WellMed partner clinics like Medfirst, Ascension Seton, Baylor Scott and White, and various Urgent Care Centers.

**Nonprofit & Community Based Organizations:** San Marcos Religious leaders and officials, HCWC, Southside, Community Action, CASA, Centro, Rotary, Lions Club

**Other Institutional Partners:** City of San Marcos, Hays County, Chamber of Commerce

### Appendix 2-Materials We Will Develop & Distribute

- PowerPoint presentations targeted to specific audience
- Hospital and clinic TV display
- Text out message to various target populations
- Remember to Count Me stickers

- Flyers, postcards, posters, and banners for physical locations and distribution
- Wrap for table
- Branded “swag” to give out at tabling events
- Direct mailings
- Web materials (websites, twitter, Instagram, Facebook)
- Billboard design
- Bus ad design
- Public Service Announcements

### Appendix 3-Needed Resources

- Spanish language translation of materials and for in person presentations
- Food budget (Presentations to Boards, pizza socials and lunch and learns)
- Room rental if public space is not available
- Printing budget for posters, handouts, postcards, etc.
- Remember to Count Me stickers
- Space rental fee for booth at fairs and events
- Supplies for fun games and activities designed to make people more comfortable (spinning wheel other similar mechanism)
- Snacks
- Design and printing costs for school bus wraps
- Postage and stationary for direct mailings
- Branded swag to give out at table events
- Advertising space fee for:
  - Airtime at EVO and Stars & Stripes
  - Billboard space
  - Bus ads

### Appendix 4-Subcommittee Focus & Composition

#### GOVERNMENT SUBCOMMITTEE

Focus: Represents local government in all programs between the Census Bureau and local government. Utilizes available resources (social media, sponsored events and meetings, utility bills, public meetings, etc.) to promote the 2020 Census.

Composition: Elected officials, city/county planners, demographers, cartographers, and municipal employees.

#### EDUCATION SUBCOMMITTEE

Focus: Ensures that local school districts, community college districts, and universities are aware of the upcoming census. Early childhood advocates can also be a part of this subgroup to promote a full count of very young children ages 0-5. The Bureau has also created “The Statistics in Schools” program ([www.census.gov/schools](http://www.census.gov/schools)), which provides resources for teaching and learning with real life data and standards-aligned, classroom ready activities. Works to create a generation of future self-responders.

Composition: Educational leaders, superintendents, principals, school district administrators, charter school administrators, teachers, students, Parent Teacher Organizations (PTOs), teachers' organizations, and university housing coordinators.

#### BUSINESS SUBCOMMITTEE

Focus: Develops strategies for engaging the private sector, including partnering with local chambers of commerce and similar organizations to ensure that people can find census information at commercial establishments throughout the area. Other possible focus points could include securing sponsorship from local businesses for events and materials. This subcommittee could also focus on and facilitate recruitment efforts for Census positions.

Composition: Chambers of Commerce, business alliances, neighborhood business associations, franchise owners and operators, financial institution officers (i.e., bank managers), owners of small community and ethnic businesses, and utility company managers

#### FAITH BASED SUBCOMMITTEE

Focus: Reaches out to religious groups and coordinates activities and material that all faith-based institutions can use for census promotion.

Composition: Faith-based leaders from ALL denominations, ministerial alliances, ecumenical councils, and seminary administrators

#### COMMUNITY BASED ORGANIZATION & OUTREACH SUBCOMMITTEE

Focus: Brings together non-profits, community-based organizations, coalitions, community leaders, media representatives and other stakeholders to develop and implement community-based grassroots "Get Out the Count" (GOTC) strategy focused on promoting the full participation of communities of color, including Latinos, in the 2020 Census. This group could also focus renters as they are statistically, more likely to demonstrate characteristics of traditionally hard-to-count populations (poverty, race and ethnicity, and education attainment).

Composition: Executive directors from community organizations, Community Block Grant (CDBG) directors, leaders of fraternities and sororities, membership and non-membership organizations, and advocacy groups.

#### COMMUNICATIONS, MEDIA, & TECHNOLOGY SUBCOMMITTEE

Focus: Assists Committee in communicating the Census message to all. Assists community organizations that would like to promote Census 2020 in utilizing available Census toolkit materials and general communications approach. Facilitates communication of committee messages through multiple channels, such as ethnic media, local newsletters, electronic bulletins, local Web sites, and utilizing different social media venues.

Composition: Local media representative, communication directors, bloggers, publishers and editors of neighborhood newspapers, graphic designers, social media users, and ethnic media representatives.

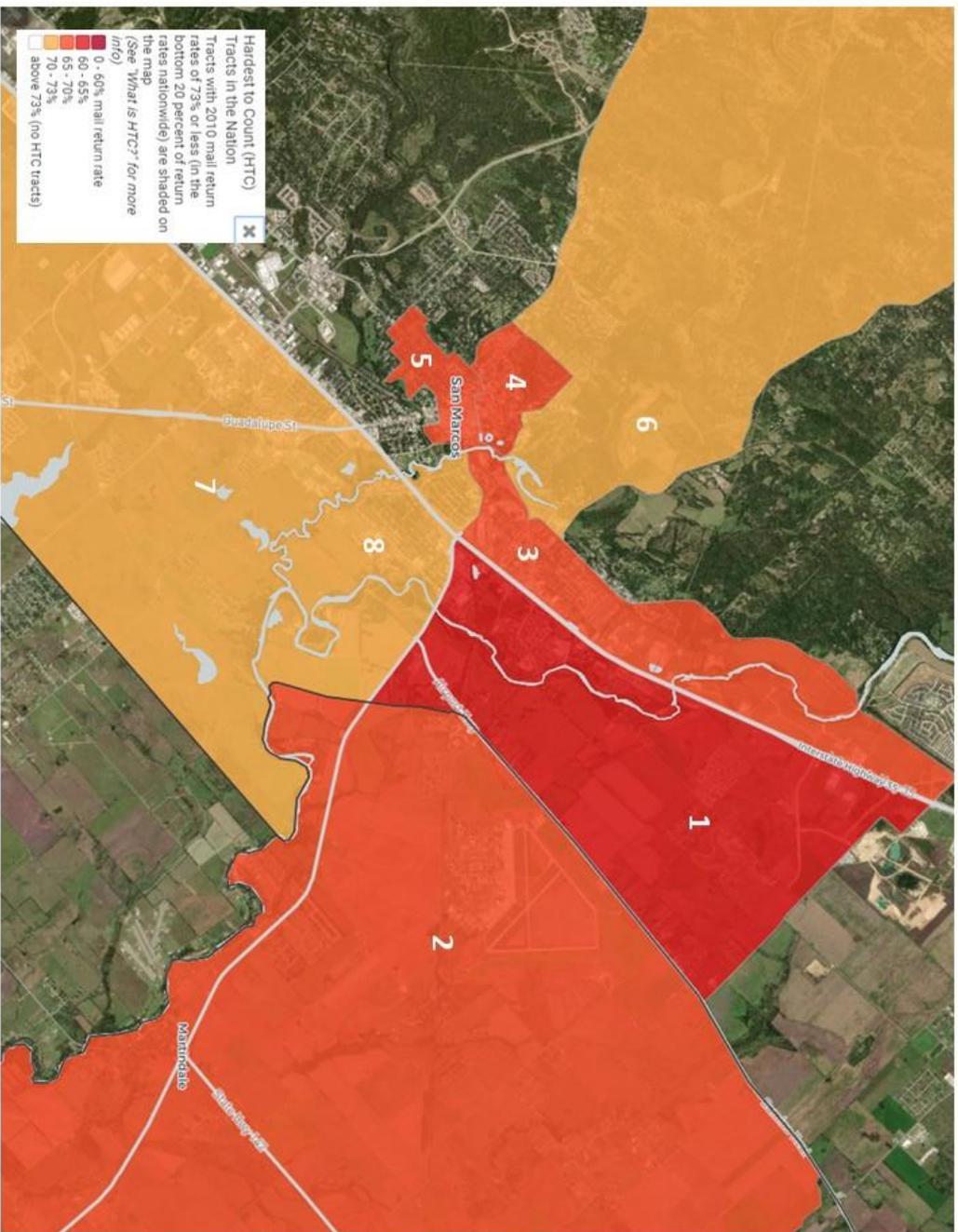
#### HEALTHCARE SUBCOMMITTEE

Focus: Promote the Census to colleagues, patients, and partners in the community as impactful to hospital services, nutrition and health programs. Medicaid, and other federally funded, data driven health services. Utilize San Marcos medical district as prominent employer and

community presence to spread the message that an inaccurate count deprive the health care sector of vital resources needed to ensure it is meeting the community's needs.

Composition: Local healthcare administrators and providers.

**Appendix 5-Hard-to-Count & ROAM Maps (Attached)**



**HTC Characteristics of Tracts**

**Tract 1-61% Self Response Rate**

- 80% renter occupied, 51% in 10+ unit
- 41% in poverty, 19% is near poverty
- 33% Hispanic, 3% Black

**Tract 2-70% Self Response Rate**

- 33% renter occupied, 1% in 10+ unit
- 54% in poverty, 24% near poverty
- 53% Hispanic, 11% Black
- 28% with no home internet access

**Tract 3-66% Self Response Rate**

- 90% renter occupied, 44% in 10+ units
- 50% Hispanic, 8% Black

**Tract 4-68% Self Response Rate**

- 73% renter occupied, 64% in 2+ unit housing
- 53% in poverty, 11% near poverty
- 31% Hispanic, 12% Black

**Tract 5-68% Self Response Rate**

- 63% renter occupied, 50% in 2+ unit housing
- 28% Hispanic, 3% Black

**Tract 6-70% Self Response Rate**

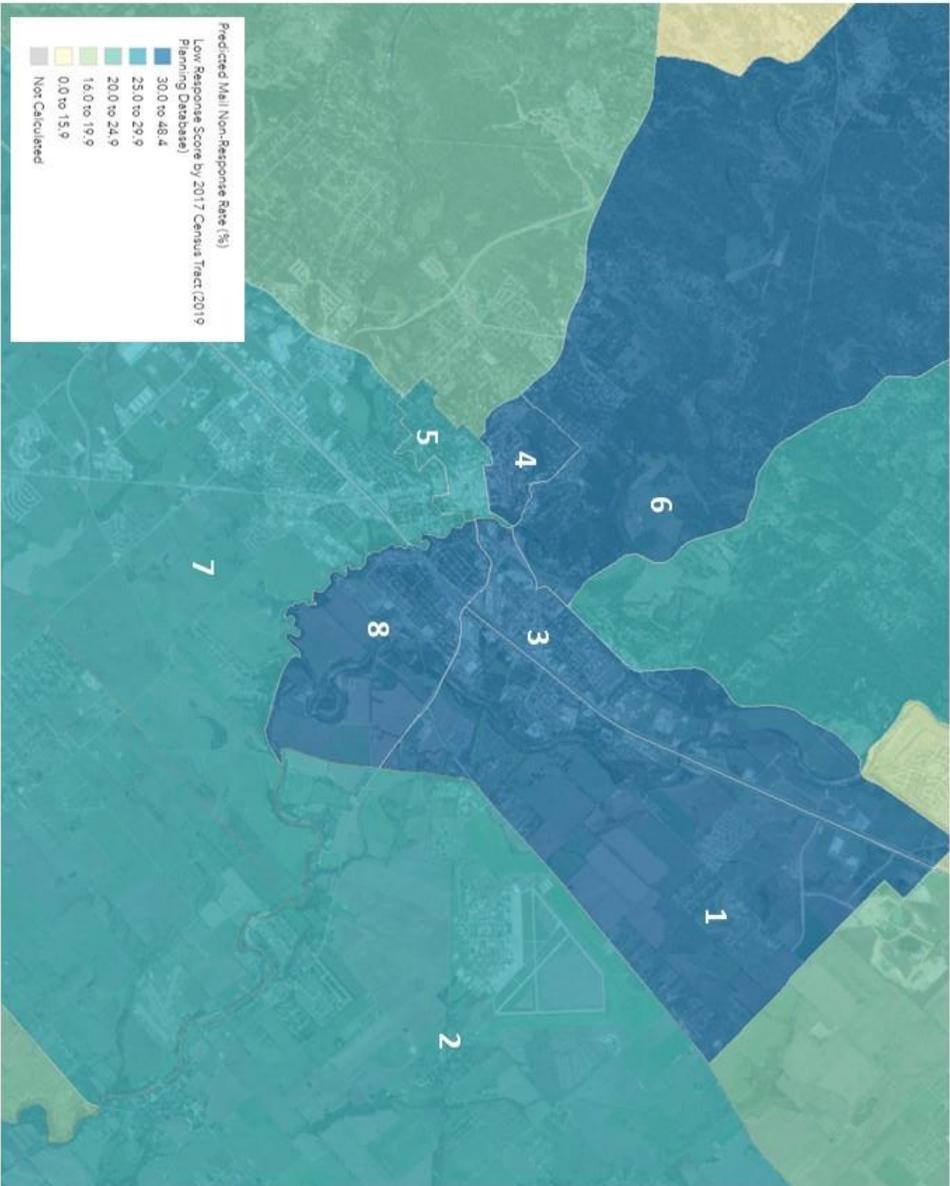
- 77% renter occupied, 62% in 2+ unit housing
- 31% Hispanic, 1% Black

**Tract 7-73% Self Response Rate**

- 61% renter occupied, 45% in 2+ unit housing
- 54% Hispanic, 6% Black

**Tract 8-72% Self Response Rate**

- 72% renter occupied, 40% in 2+ unit housing
- 67% Hispanic, 4% Black
- 21% single parent households and 10% of population is children under 5
- 31% no home internet subscription or dial up only



**Low Response Score Characteristics of Tracts**

**Tract 1-36% LRS**

- 46% ages 18-24
- 41% moved in the last year

**Tract 3-35% LRS**

- 45% ages 18-24
- 40% moved in the last year
- 16% are not a High School graduate

**Tract 4-31% LRS**

- 89% ages 18-24
- 60% moved in the last year

**Tract 6-32% LRS**

- 48% ages 18-24

**Tract 8-31% LRS**

- 13% limited English proficiency and speak Spanish
- 18% are not a High School graduate

# Census 2020

## San Marcos Complete Count Committee Workplan

Receive a presentation and provide feedback regarding the San Marcos Complete Count Committee's planned outreach efforts to promote the 2020 Census.

# What is a Census?

- A head count of every person living in the United States
- Conducted by the U.S. Census Bureau every ten years
- Aids in decision-making in governments and communities



# Why do we do it?

## It's required by law

- Required by the U.S. Constitution

## It's about power and representation

- Says "I count!"
- Determines # of seats Texas gets in Congress
- Used to redraw district boundaries, from congressional to school districts

# Why do we do it?

## It's about money

- A fair share of funding for your community
- Distribution of more than \$675 billion in federal funding per year

## It's about data

- Guides important decisions regarding programs and services provided in our communities

# Why should the City be invested?

Direct  
impact to  
funding for  
San Marcos  
residents  
over next  
10 years

- Annual allocation of \$800 billion in federal investment
- Texas receives more than \$43 billion per year
- ~\$1,600 allocated annually for every Texan counted in 2020
- In 2015 132 different programs used Census data to administer funds

# Why should the City be invested?

Fuels a  
thriving  
economy

- Businesses rely on Census data
- Economic development does not work without accurate Census data
- An inaccurate count puts billions of dollars in economic activity at stake

# Why should the City be invested?

Addresses  
inequities

- Census often under-counts segments of the population
- Predictable and chronic net under-counts of black people, those of Hispanic/Latinx descent, American Indians living on reservations, children under the age of 4, those renting their home, and those with low incomes
- An accurate census is a fair census

# Why should the City be invested?

If not us  
then who?

- Many states are pouring millions of dollars into getting a better head count
- Most states have at least come up with statewide plans, Complete Count Committees, and task forces dedicated to a better head count
- Texas lawmakers failed to pass legislation creating a statewide effort or allocating funding to a better headcount
- It's up to us

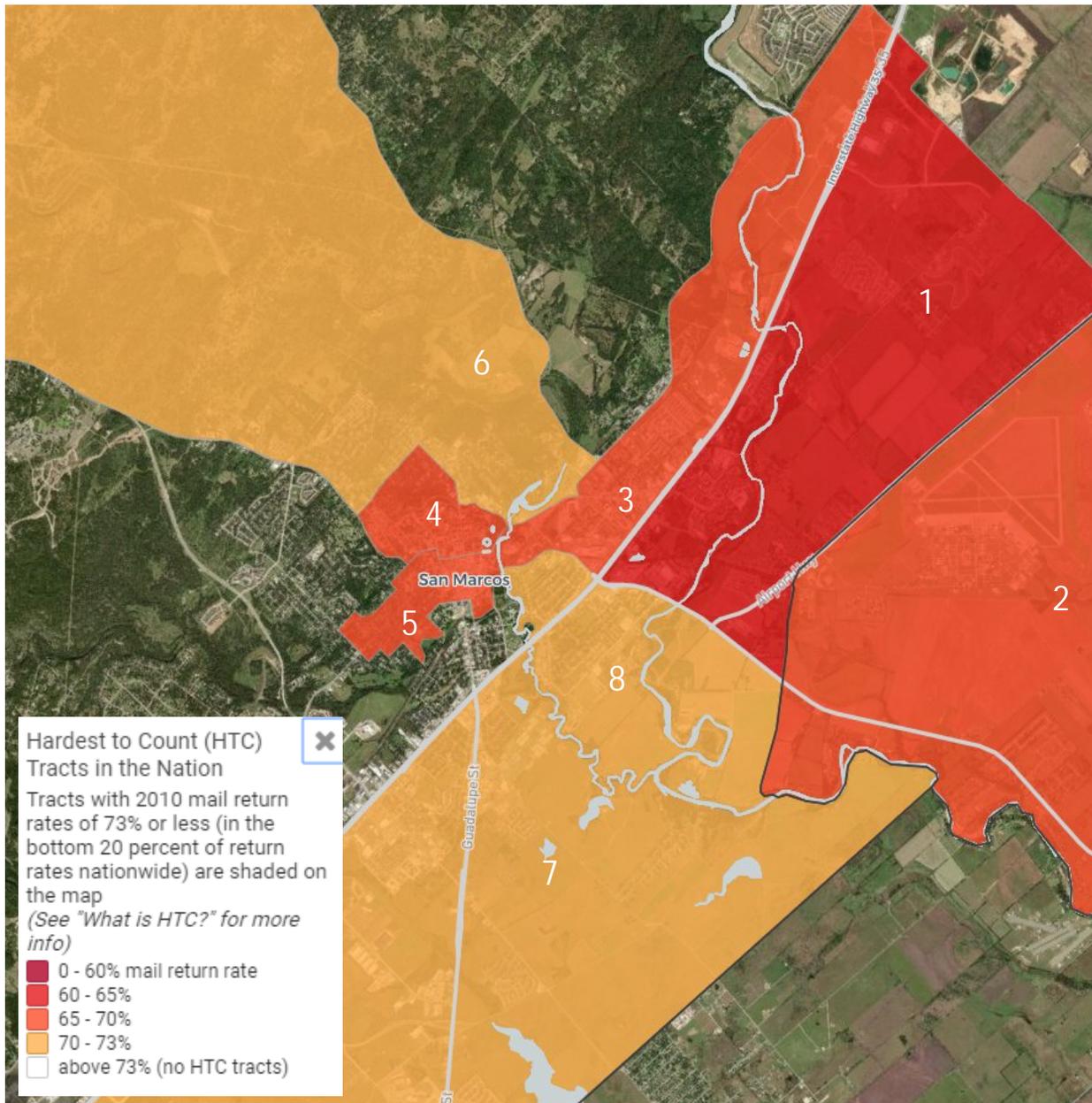
# What is the challenge?

- **The 2020 Census will be conducted in an environment that is more challenging than ever before**



# What is the challenge?

- **San Marcos is comprised of some of the hardest-to-count tracts in the nation**
  - In 2010, some census tracts in San Marcos had response rates as low as 61.4%
  - The Census Bureau is currently predicting a response rate as low as 63.9% for some tracts in San Marcos
  - An estimated 67% of San Marcos households self responded to the 2010 Census



## HTC Characteristics of Tracts

### Tract 1-61% Self Response Rate

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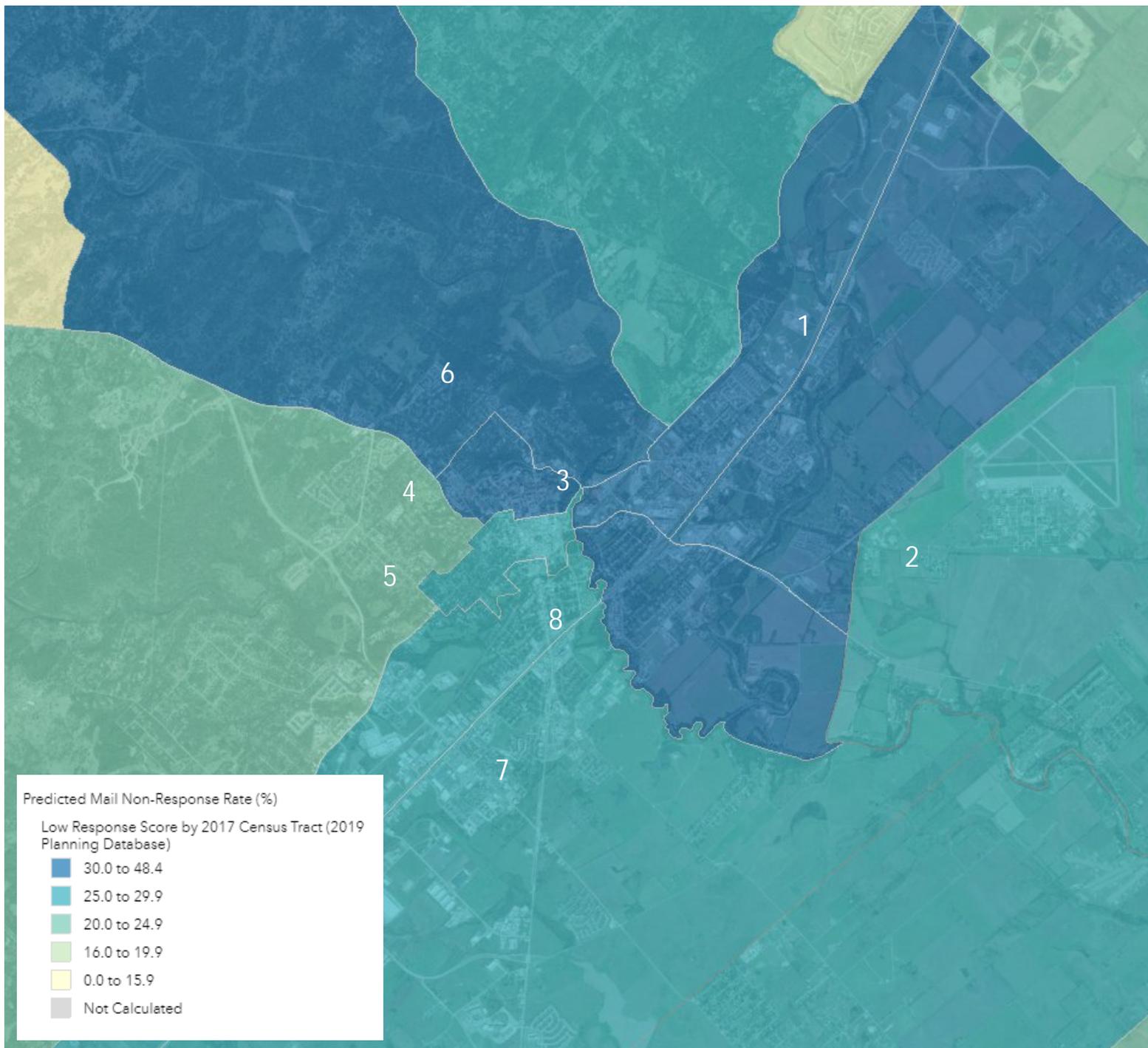
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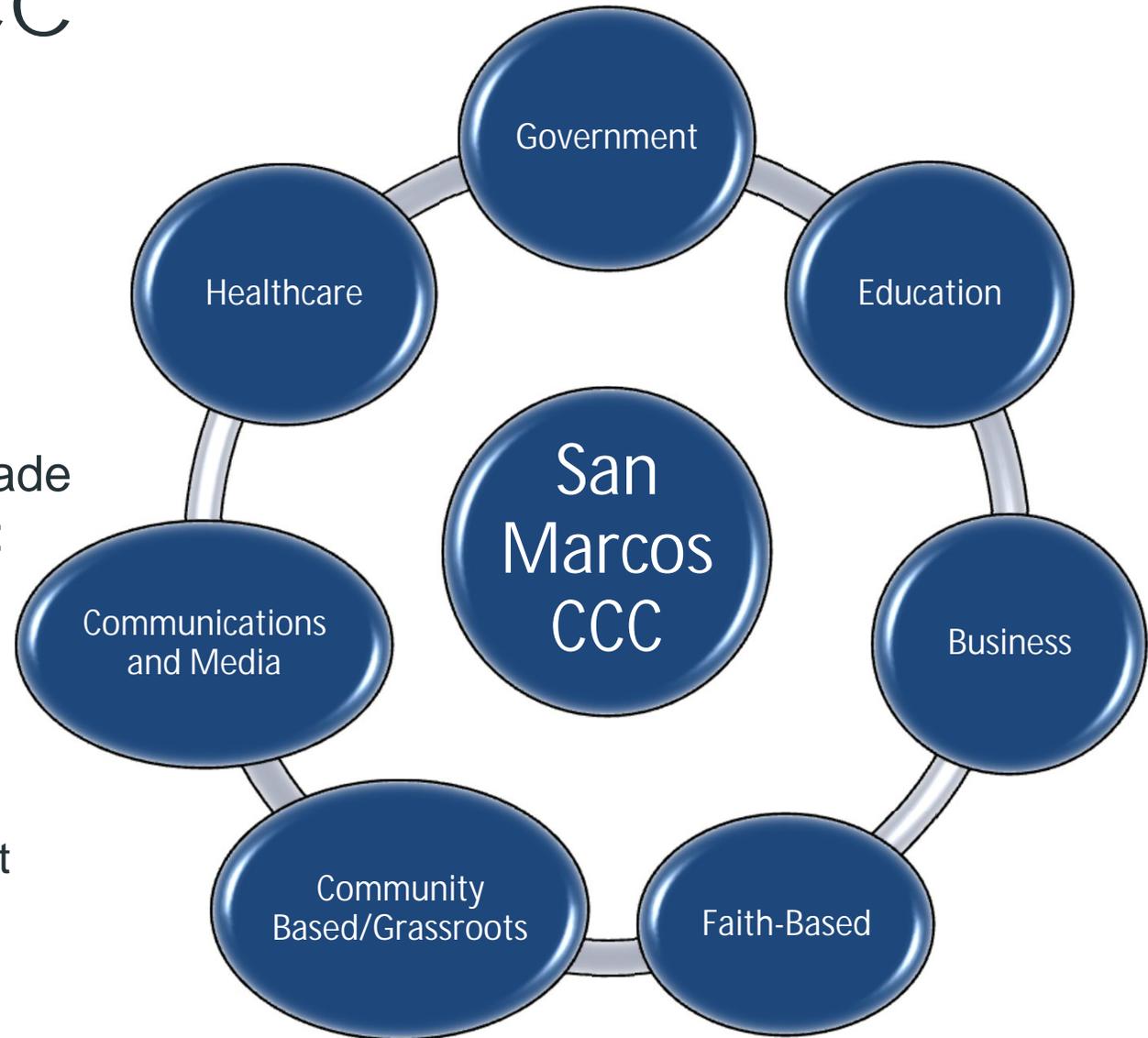
# What is being done?

- **Complete Count Committees (CCCs)**
  - Core strategic element of the Census Bureau's 2020 Partnership Program
  - Census Bureau works with tribal, state, and local governments as well as community organizations to form CCCs around the country
  - Charged with planning and implementing locally based outreach campaigns to raise awareness of the census and ultimately drive participation
  - Committee members are typically experts or influential figures in the following areas government, media, workforce development, business, education, grassroots or community organizations, the faith based community, and other sectors of the community as needed.

# San Marcos CCC

- **San Marcos Complete Count Committee**

- Established via Resolution 2019-35R
- 17 committee members made up of representatives from:
  - City Council
  - Texas State University,
  - Business community
  - San Marcos CISD
  - Community and non-profit
  - Faith based
  - Media
  - Youth organizations
  - Healthcare



# San Marcos CCC Mission Statement

**The San Marcos Complete Count Committee aspires to assist in the thorough identification, education, and representation of our diverse and under-represented populations in the 2020 Census. We envision an accurate, inclusive, and non-partisan count where future federal funding matches the number of San Marcos residents.**

# San Marcos CCC Goals

- 1. The accurate identification of hard-to-count and underrepresented populations in the City of San Marcos**
- 2. The effective promotion of the Census and increase in self-response among residents through:**
  - 1. The creation of a climate where stakeholders and residents are aware of the Census and the benefits of an accurate count**
  - 2. Increasing awareness and understanding of the Census through a variety of channels**
  - 3. Partnering with the San Marcos library**
  - 4. Promoting the four ways to participate in the census. These four options are online, over the phone, via the mail-in form, or through an in-person interview with a Census enumerator.**

# San Marcos CCC Strategy

- **Our Strategy: Understand who our target populations are.**
  - Renters
  - Hispanic/Latino
  - Young and Mobile Households
  - The most vulnerable and traditionally hard-to-count
    - Children under 5
    - Immigrants
    - Elderly
    - Those of disability
    - Those experiencing homelessness or housing instability

# San Marcos CCC Strategy

- **Our Strategy: A three pronged strategic approach that incorporates:**
  - **An institutional strategy**, centered on mobilizing a broad swath of trusted local institutions who are likely to be successful in educating and motivating a large segment of the public to participate in the Census;
  - **A grassroots strategy**, to identify and communicate with San Marcos residents who are not easily or ordinarily reached by institutional outreach component; and,
  - **A media and communications strategy**, to communicate effectively with all residents through radio, TV, print media, and social media.

# San Marcos CCC Strategy

## Institutional Strategy

- **Engage trusted healthcare, education, local government, and economic development institutions and organizations to educate and motivate through:**
  - Social media, waiting area television displays, text outs and direct mailings, distribution of print materials, organizational intranet applications, public facing websites, marquees, elected official proclamations, messaging in utility bills, announcements at sporting events, and tabling at various community events throughout the year

# San Marcos CCC Strategy

## Grassroots Strategy

- **Meet residents where they're at.**
  - Tabling at events held along the San Marcos River
  - Partner with the Housing Authority to educate and engage
  - Asking faith based leaders to include a message in their sermon
  - Distributing print materials and “Remember to Count Me” stickers to daycares and childcare centers
  - Coordinating with apartment property managers to implement incentive-based events such as pizza socials and raffles
  - Partner with nonprofits and community based organizations to solicit input on additional appropriate strategies and ask for assistance in outreach and engagement

# San Marcos CCC Strategy

## Media Strategy

- **Promotion through radio, TV, print, and social media**
  - Flyers posted at apartment complexes throughout town, particularly those with a large number of residents that are TX State University students
  - Local San Marcos podcasts
  - Events Center Marquees
  - Social Media Accounts (Twitter, Instagram, Facebook)
  - CARTS and Texas State University Bus Ads
  - Billboards
  - Promotion and stories in the San Marcos Daily Record, University Star, Community Impact, & Hays Free Press
  - Parish bulletins
  - Local radio stations (KTSW)

# San Marcos CCC Strategy

## Media Strategy continued

- **Promotion through radio, TV, print, and social media**
  - Request EVO and Stars & Stripes play a PSA or promotional video before movie
  - Posters in high traffic locations
  - Public access channel

# San Marcos CCC Strategy

- **In addition to the three-pronged approach, the CCC will explore opportunities to host several events aimed at promoting the Census and self response**
  - A kick-off event where local press is invited
  - An event focused on engaging institutional partners
  - A fun, entertaining, and culturally appropriate event focused on reaching hard-to-count populations
  - A Census Sunday event held on the Sunday before Census Day aimed at engaging the faith based community
  - An event on Census Day (April 1<sup>st</sup> 2020) aimed at providing resources and assistance



## Census Bureau Invitation to Self Respond Timeline

## San Marcos CCC Outreach Timeline

### JAN, 2020

- Engage Partners
- Develop Message & Materials
- Schedule Speaker Engagements and Tabling Opportunities
- Educate & Inform
- Hold Kick-Off Event

### FEB, 2020

- Begin Mass Media & Marketing Campaign
- Distribute & Post Materials at Physical Locations
- Direct Mailings
- Speaker Engagement & Tabling

### MAR, 2020

- News Releases
- Utility Bill Message
- Local Proclamations
- Ramp Up Tabling & Events
- Web & Social Media

### MAR 12-20

Census Bureau will send an invitation to respond online to the 2020 Census (Some households will also receive paper questionnaires at this time)



# How can you help?

- **Stay informed**
  - Residents look to City staff and officials for answers. Prepare yourself to answer questions, address concerns, and squash misinformation.
- **Personally and publicly encourage households to complete the census**
  - Utilize already scheduled meetings, Town Halls, and other public events to incorporate a census message. Promote the census via other channels such as social media, radio, television, etc.
- **Get involved**
  - Attend a Committee meeting, join the speakers bureau, request a speaker present to your organization, volunteer with a CCC subcommittee, secure funding and in-kind donations, and in general, help ***spread the message.***

# What is the message?

- **It's safe!**
  - Confidential and sealed for 72 years
  - Protected from immigration and law enforcement
  - Cannot be used to determine eligibility for government benefits
  - Penalty of \$250,000 and/or 5 years in prison
  - Online responses are secure

# What is the message?

- **It's easy!**

## INTERNET

Look for an invitation in the mail  
March 16-24

## PHONE

Toll-free number with assistance in 12 languages

## MAIL

Respond on a paper form and mail back

## IN-PERSON

Census taker will visit your home and record your answers

# What is the message?

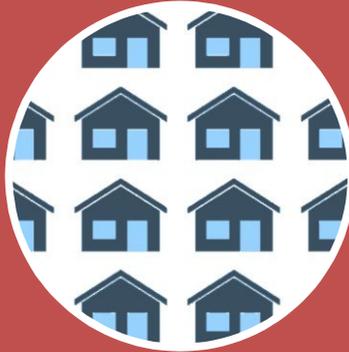
- **It's easy!**
- The Census will ask nine questions. It will ask:
  - How many people are living or staying at your home on April 1, 2020.
  - Whether the home is owned or rented.
  - Demographic data on sex, age, race, Hispanic or Latino origin, household type, family type, and relationship of each person in your home.
- Completing the census form should only take about 10 minutes to fill out.

# What is the message?

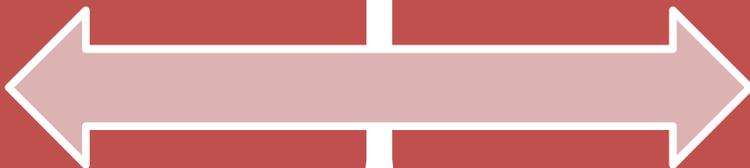
- **It's easy!**



Every person  
living in the U.S.



Where they  
sleep the most



- Regardless of age
- Regardless of immigration status
- Children living in split households
- College students

# What is the message?

- **It's important!**

- The results of the 2020 Census can help shape the future of our community
- We risk
  - Underfunded services and potentially cuts to programs our entire community relies on
  - Inequality in access to public funding, private investment, and political power for undercounted populations
  - Fair political representation
  - Loss in economic activity and development
  - Accurate and informed planning and decision making

## And finally...

- **Give us feedback!**
  - Any other innovative and engaging ways to reach the community?
  - Which partnerships should we focus on?
  - What are key messaging items and talking points that will reach San Marcos residents?
  - What are we not thinking of?

**Thank-you!**

**Questions?**



## Legislation Text

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**File #:** ID#19-826, **Version:** 1

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**AGENDA CAPTION:**

Receive a Staff update regarding the advertising and marketing program of the Convention and Visitor Bureau to promote tourism in the City, and provide direction to the City Manager.

**Meeting date:** January 7, 2020

**Department:** Destination Services

**Amount & Source of Funding**

**Funds Required:** \$676,800

**Account Number:** 120.24224.53110

**Funds Available:** \$676,800

**Account Name:** Advertising

**Fiscal Note:**

**Prior Council Action:** [Click or tap here to enter text.](#)

**City Council Strategic Initiative:** [Please select from the dropdown menu below]

Choose an item.

Choose an item.

Choose an item.

**Comprehensive Plan Element (s):** [Please select the Plan element(s) and Goal # from dropdown menu below]

- Economic Development - Choose an item.
- Environment & Resource Protection - Choose an item.
- Land Use - Choose an item.
- Neighborhoods & Housing - Choose an item.
- Parks, Public Spaces & Facilities - Choose an item.
- Transportation - Choose an item.
- Core Services
- Not Applicable

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**File #:** ID#19-826, **Version:** 1

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**Master Plan:** *[Please select the corresponding Master Plan from the dropdown menu below (if applicable)]*

Choose an item.

**Background Information:**

Click or tap here to enter text.

**Council Committee, Board/Commission Action:**

Click or tap here to enter text.

**Alternatives:**

Click or tap here to enter text.

**Recommendation:**

Click or tap here to enter text.

# San Marcos Convention and Visitor Bureau

## Advertising and Marketing Overview

Our marketing message is primarily delivered through digital ads and social media content served to people whose on-line behaviors and interests match our target audiences. The way marketing is delivered has changed dramatically in the last decade. Digital advertising has a far greater reach than print and is the most cost-effective way to reach targeted visitors. Less than 10% of our marketing budget is spent on print advertising.

Since we have a split-second to catch a potential visitor's attention, we use eye-catching photos and videos to break through all the on-line noise and entice them to click on our ad. The click-thru directs them to content on our website built specifically for that ad to tell more of the story about relevant attractions and events in San Marcos.

We market attractions and events together to present a multiple day experience package to visitors to encourage overnight stays. Our website presents all lodging that collects city Hotel Occupancy Tax. Though there is a way to book hotels through our site, we have found most use it to research options and then reserve accommodations through their favorite loyalty rewards app.

Here is a breakdown of target audiences and what interests are focused on each season. All audiences are located primarily in Texas plus the touch states of Louisiana and Oklahoma.

### FALL

- **Shoppers:** skews female, often with children at home. Ages 35-64, household income \$75K+. Interests include outlet shopping, downtown shop/dine, arts & culture activities.
- **Outdoor Adventurers:** singles and couples, often without children at home. Ages 25-54, Household income \$45K+. Interests include urban trail hikers, kayaking/SUP, breweries/craft beer, outdoor art/murals, travels with dog.

### LATE WINTER/EARLY SPRING

- **Families:** singles and couples, with children at home. Ages 30-59, Household income \$75K+. Interests include nature educational activities/attractions, urban trail hikers, river recreation.
- **Arts & Culture Enthusiasts:** singles and couples, often without children at home. Ages 25-54, Household income \$45K+. Interests include live music, art markets, public art/murals, craft breweries, travels with dog.

### LATE SPRING/SUMMER

- **Outdoor Adventurers:** singles and couples, often without children at home. Ages 25-54, Household income \$45K+. Interests include urban trail hikers, live music, breweries/craft beer, outdoor art/murals, travels with dog.
- **Families:** singles and couples, with children at home. Ages 30-59, Household income \$75K+. Interests include nature educational activities/attractions, outdoor art/murals, river recreation, family-friendly outdoor events.

Below are examples of digital, native article and video ads we have used.

Please click on the image to view the content:

## FALL



### [Why San Marcos is the Best for Family Getaways](#)

Outdoor adventure, educational attractions, and family-friendly fun. San Marcos is perfect for a family getaway.

## SPRING



### [Let Your Pup Plan Your Next Adventure](#)

From hiking the hills to a dip in our river, and lots of food and craft brew in between, San Marcos is a doggie must-do.

Please click on the image to view the content:



Please click on the words to view the video:

[DOWNTOWN](#)

[CRAFT BEER](#)

[DOG FRIENDLY](#)

[ART](#)

[OUTLETS](#)

[ATTRACTIONS](#)

[LIVE MUSIC](#)

[OUTDOORS](#)

[MEET](#)

## Examples of print event ads.



**Start your SMTXperience!**

San Marcos, Texas is a groove. An experience. We'll have your summer rockin' in no time. Find more events at [VisitSMTX.com](http://VisitSMTX.com)

**Thursdays thru August 8 • Summer in the Park Concert Series •**  
Grab your friends, chairs and favorite refreshments to enjoy excellent Texas musicians like Terri Hendrix, Joe Ely, Two Tons of Steel and more!

**August 23-24 • SMfest •** Plan to attend this all inclusive free music festival in downtown San Marcos spanning two days at 10 local venues.


[VisitSMTX.com](http://VisitSMTX.com)  
 @TourSanMarcos 512.393.5930

**SANMARCOS**



**Start your SMTXperience!**

San Marcos, TX is a groove. An experience. Where you can soak in some murals, music, mermaids and more. With quirky shops, breweries and farm fresh eats in our hip little downtown square, you'll definitely want to stay a while. Check out these upcoming events and plan your trip at [VisitSMTX.com](http://VisitSMTX.com).

**SEPTEMBER 7: SMTX PRIDE PARADE AND FESTIVAL**  
**SEPTEMBER 20: MERMAID SOCIETY BALL**  
**SEPTEMBER 21: MERMAID PROMENADE & AQUA FAIRE**


[VisitSMTX.com](http://VisitSMTX.com) | 512.393.5930

**SANMARCOS**



**#SMTXperience**

San Marcos is a groove. An experience. With art markets, pop-up galleries, and studio shows galore — you're sure to find gifts as unique as those you are shopping for.

**December 1 • DuBois Pop-up Gallery:**  
Enjoy wine, hors d'oeuvres and fine local art.

**December 8 • Art Squared Art Market:**  
Artisan booths and music on the downtown lawn.

**December 15 • Eye of the Dog Studio Sale:**  
This eclectic setting is the place to find quirky gifts.

And there's more — visit [TourSanMarcos.com](http://TourSanMarcos.com)!


[TourSanMarcos.com](http://TourSanMarcos.com) | 512.393.5930

**SANMARCOS**



**Start your SMTXperience!**

San Marcos, TX is a groove. An experience. Where our vibrant culture moves you with its colorful beat. You'll genuinely be enchanted by experiences that delight you. With quirky shops, breweries and farm fresh eats in our hip little downtown square, you'll definitely want to stay a while. Plan your visit at [TourSanMarcos.com](http://TourSanMarcos.com).

**NOVEMBER 19-20: SACRED SPRINGS POWWOW**


[TourSanMarcos.com](http://TourSanMarcos.com)  
 @TourSanMarcos 512.393.5930 | [VisitSMTX.com](http://VisitSMTX.com)

**SANMARCOS**



**Start your SMTXperience!**

San Marcos, TX is a groove. A way of living. Where you can lace up your shoes and hit the roads or the trails when the mood strikes. With scenic roadways and greenbelts that wind through town and up hill country paths, you can hit your perfect stride. Plan your run this year in San Marcos at [VisitSMTX.com](http://VisitSMTX.com).

**PLAN FOR THESE UPCOMING RACES:**

- JULY 14, 2019: Don't Tread on My Tri
- SEPTEMBER 2019: Spring Lake Tri
- OCTOBER 5, 2019: BoMF Bigfoot Trail Race
- OCTOBER 12, 2019: Pink Heals Glow Run 5K
- DECEMBER 14, 2019: Jingle Bell Run 5K
- JANUARY 19, 2020: Purgatory Trail Run
- FEBRUARY 9, 2020: San Marcos Half Marathon
- APRIL 19, 2020: Texas State Sprint Tri
- APRIL 25, 2020: Dash 4 Donuts 4 Mile
- JULY 12, 2020: Don't Tread on My Tri


[VisitSMTX.com](http://VisitSMTX.com)

**SANMARCOS**



Legislation Text

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**File #:** ID#19-827, **Version:** 1

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**AGENDA CAPTION:**

Executive Session in accordance with the following Government Code Sections:

- A. Section § 551.072 - Real Property: to receive a staff briefing and deliberation regarding acquisition of property in Downtown San Marcos for Public Use.
- B. Section § 551.071 - Consultation with Attorney: to receive a staff briefing and deliberation regarding Martindale ETJ Matters.

**Meeting date:** 1/7/2020

**Department:** City Clerk's Office on behalf of the City Council

**Amount & Source of Funding**

**Funds Required:** Click or tap here to enter text.

**Account Number:** Click or tap here to enter text.

**Funds Available:** Click or tap here to enter text.

**Account Name:** Click or tap here to enter text.

**Fiscal Note:**

**Prior Council Action:** Click or tap here to enter text.

**City Council Goal:** [Please select goal from dropdown menu below]

Choose an item.

Choose an item.

Choose an item.

**Comprehensive Plan Element (s):** [Please select the Plan element(s) and Goal # from dropdown menu below]

- Economic Development - Choose an item.
- Environment & Resource Protection - Choose an item.
- Land Use - Choose an item.
- Neighborhoods & Housing - Choose an item.
- Parks, Public Spaces & Facilities - Choose an item.
- Transportation - Choose an item.

Not Applicable

**Master Plan:** *[Please select the corresponding Master Plan from the dropdown menu below (if applicable)]*

Choose an item.

**Background Information:**

Click or tap here to enter text.

**Council Committee, Board/Commission Action:**

Click or tap here to enter text.

**Alternatives:**

Click or tap here to enter text.

**Recommendation:**

Click or tap here to enter text.



## Legislation Text

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**File #:** ID#19-828, **Version:** 1

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**AGENDA CAPTION:**

Consider action, by motion, regarding the following Executive Session items held during the Work Session:

- A. Section § 551.072 - Real Property: to receive a staff briefing and deliberation regarding acquisition of property in Downtown San Marcos for Public Use
- B. Section § 551.071 - Consultation with Attorney: to receive a staff briefing and deliberation regarding Martindale ETJ Matters.

**Meeting date:** 1/7/2020

**Department:** City Clerk's Office on behalf of the City Council

**Amount & Source of Funding**

**Funds Required:** Click or tap here to enter text.

**Account Number:** Click or tap here to enter text.

**Funds Available:** Click or tap here to enter text.

**Account Name:** Click or tap here to enter text.

**Fiscal Note:**

**Prior Council Action:** Click or tap here to enter text.

**City Council Goal:** [Please select goal from dropdown menu below]

Choose an item.

Choose an item.

Choose an item.

**Comprehensive Plan Element (s):** [Please select the Plan element(s) and Goal # from dropdown menu below]

- Economic Development - Choose an item.
- Environment & Resource Protection - Choose an item.
- Land Use - Choose an item.
- Neighborhoods & Housing - Choose an item.
- Parks, Public Spaces & Facilities - Choose an item.

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**File #:** ID#19-828, **Version:** 1

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Transportation - Choose an item.

Not Applicable

**Master Plan:** *[Please select the corresponding Master Plan from the dropdown menu below (if applicable)]*

Choose an item.

**Background Information:**

Click or tap here to enter text.

**Council Committee, Board/Commission Action:**

Click or tap here to enter text.

**Alternatives:**

Click or tap here to enter text.

**Recommendation:**

Click or tap here to enter text.