I. Call To Order

II. Roll Call

III. Invocation

IV. Pledges of Allegiance - United States and Texas

V. 30 Minute Citizen Comment Period

PRESENTATIONS

1. Receive a staff presentation and provide direction to staff on City Council priority needs for drafting the 2020-2024 Community Development Block Grant (CDBG) Consolidated Plan and comment on the proposed renewal of the Citizen Participation Plan.

CONSENT AGENDA

2. Consider approval, by motion, of the following meeting Minutes:
   A. February 4, 2020 - Regular Meeting Minutes
   B. February 18, 2020 - Work Session Meeting Minutes
   C. February 18, 2020 - Regular Meeting Minutes
   D. February 20, 2020 - Budget Policy Workshop Meeting Minutes

3. Consider approval of Ordinance 2020-05, on the second of two readings, annexing into the City approximately 56.923 acres of land out of the John Williams Survey, Abstract 490, Hays County, being Phase 1, Section 2 of the La Cima Development, generally located west of the intersection of Old Ranch Road 12 and Wonder World Drive; including procedural provisions; and providing an effective date.

4. Consider approval of Ordinance 2020-06, on the second of two readings, amending the Official Zoning Map of the City by rezoning approximately 56.923 acres out of the John Williams Survey, Abstract No. 490, Hays County, generally located west of the intersection of Old Ranch Road 12 and Wonder World Drive, from “FD” Future Development District to “SF-4.5” Single Family - 4.5; and including procedural provisions.

5. Consider approval of Ordinance 2020-07, on the second of two readings, amending
section 2.191 of the San Marcos City Code relating to the composition of the Historic Preservation Commission; including procedural provisions; providing for the repeal of any conflicting provisions; and providing an effective date.

6. Consider approval of Resolution 2020-32R, approving an agreement with Texas State University, San Marcos Consolidated Independent School District, and Hays County providing for the joint funding of a contract with Community Action, Inc. of Central Texas to provide personnel to serve as a youth services director to administer youth services and programs for the benefit of the City and such entities; authorizing the City Manager or his designee to execute the agreement; and declaring an effective date.

7. Consider approval of Resolution 2020-33R, approving an agreement with Community Action, Inc. of Central Texas to provide personnel to serve as a Youth Services Director to administer Youth Services and Programs for the benefit of the City, Texas State University, San Marcos Consolidated Independent School District, and Hays County in an amount not to exceed $110,000.00, to be jointly funded by the City and such other entities, with a participation amount for the City not to exceed $50,000.00; authorizing the City Manager or his designee to execute the agreement; and declaring an effective date.

8. Consider approval of Resolution 2020-37R, approving an Airport Facility Lease Agreement for Non-Commercial Use with McCoy Corporation for property located at 1521 Airport Drive at the San Marcos Regional Airport for an initial term of ten years with options to renew totaling thirty years; authority the City Manager or his designee to execute the Lease Agreement; and declaring an effective date.

9. Consider approval of Resolution 2020-38R, approving the appointment of the Animal Services Manager Jeanne Saadi as the Local Rabies Control Authority as required by Texas Health and Safety Code 826.017; and declaring an effective date.

10. Consider approval of Resolution 2020-39R, approving a Change in Service to the agreement with the Quetel Corporation to provide for the renewal of evidence management software for use by the San Marcos Police Department and authorize three additional annual renewals in the amount of $29,265.00 for a total contract price of $161,125.00; authorizing the City Manager or his designee to execute the appropriate documents to implement the Change in Service; and declaring an effective date.

11. Consider approval of Resolution 2020-40R, approving a Change in Service to the agreement with MCCI, Inc. to renew the Laserfiche software license and application in the estimated annual amount of $30,509.15 and authorizing three one-year renewal periods for a total estimated contract price of $154,522.35; authorizing the City Manager or his designee to execute the appropriate documents to implement the Change in Service; and declaring an effective date.

12. Consider approval of Resolution 2020-41R, approving a Change in Service to the agreement with Solid Border, Inc. to provide for additional hardware and a one-year software license to upgrade the City’s security infrastructure through the Department of Information Resources Cooperative Purchasing Program (Contract No. TSO-4095) in the amount of $49,230.00; authorizing the City Manager or his designee to execute the appropriate documents to implement the change in service; and declaring an effective date.
13. Consider approval of Resolution 2020-42R, approving a Change in Service to the agreement with LNV, Inc. relating to design and construction services for the Blanco Gardens Improvement Project to convert existing overhead electric lines to underground lines in the amount of $61,770.00; authorizing the City Manager or his designee to execute the appropriate documents to implement the Change in Service; and declaring an effective date.

14. Consider approval of Resolution 2020-43R, approving an addendum to the Master Lease/Purchase Financing Agreement with US Bancorp Government Leasing and Finance, Inc. that adds eighteen 2020 Police Chevrolet Tahoes and two 2020 Chevrolet Silverados to be financed under the Agreement in the amount of $678,973.23, inclusive of interest, for a three-year term; authorizing the City Manager or his designee to execute all appropriate documents associated with this transaction; and declaring an effective date.

15. Consider approval of Resolution 2020-44R, awarding a contract to Caldwell Country Chevrolet through the BuyBoard Cooperative Agreement (Contract No. 601-19) for the purchase of eight Chevrolet Tahoes and two Chevrolet Silverados for the police department in the amount of $300,614.60; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.

16. Consider approval of Resolution 2020-45R, awarding an Indefinite Delivery Indefinite Quantity (IDIQ) Master Contract for Concrete Construction Services to Ace Company in the estimated annual amount of $200,649.00 and authorizing two additional one-year renewal periods for a total estimated contract price of $601,947.00; authorizing the City Manager or his designee to execute the contract documents on behalf of the City; and declaring an effective date.

17. Consider approval of Resolution 2020-46R, approving the appointment of the Law Firm Davidson Troilo Ream & Garza, P.C. as special counsel during Fiscal Year 2020 to advise the Ethics Review Commission as required when the Commission receives a complaint against a member of City Council or one of the City Council’s appointees; and declaring an effective date.

18. Consider approval of Resolution 2020-47R, approving a Change in Service to the agreement with MSHANA Group doing business as ARIESPRO for completion of a meter data management system designed to assist the City’s water utility monitor water loss and ensure compliance with applicable regulations in the amount of $10,000.00; authorizing the City Manager or his designee to execute the appropriate documents to implement the Change in Service; and declaring an effective date.

PUBLIC HEARINGS

19. Receive a Staff presentation and hold a Public Hearing to receive comments for or against Resolution 2020-48R, approving Substantial Amendment No. 9 to the Community Development Block Grant-Disaster Recovery (CDBG-DR) Action Plan that modifies the eligibility criteria for Single Family Housing Assistance to include any qualifying flood
20. Receive a Staff presentation and hold a Public Hearing to receive comments for or against Resolution 2020-49R, adopting the Community Development Block Grant-Mitigation ("CDBG-MIT") Action Plan that provides for the allocation of the $24,012,000 from the United States Department of Housing and Urban Development; authorizing the City Manager, or his designee, to act as the Official Representative of the City in matters related to the CDBG-MIT Program and Action Plan, and declaring an effective date; and consider approval of Resolution 2020-49R.

21. Receive a Staff presentation and hold a Public Hearing to receive comments for or against Resolution 2020-50R, approving a third amended and restated Development Agreement in connection with the La Cima Development near the intersection of Old Ranch Road 12 and Wonder World Drive to, among other things, add 129.383 acres of land to the area covered by the agreement, reduce the project density from 1.16 to 1.10 dwelling units per acre, enlarge the area within which the originally allowed 720 multi-family units may be located from 30 acres to any part of the area designated in the conceptual land use plan as community commercial, and allow Condominiums as new use only by a conditional use permit approved by the City Council, authorizing the City Manager, or his designee, to execute the agreement on behalf of the City; and providing an effective date; and consider approval of Resolution 2020-50R.

NON-CONSENT AGENDA

22. Consider approval of Resolution 2020-51R, approving the appointment of Guillermo S. Trevino to the position of Assistant City Attorney; and declaring an effective date.

23. Consider approval of Resolution 2020-52R, approving an agreement for the provision of services in connection with the proposed owner requested annexation of approximately 31 acres of land generally located on the East Side of Highway 123, between Monterey Oak Drive and Old Bastrop Highway; 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.

24. Consider approval of Resolution 2020-53R, approving an agreement for the provision of services in connection with the proposed owner requested annexation of approximately 62.48 acres of land generally located at the intersection of Gregsons Bend and Commercial Loop; 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.

25. Consider approval of Resolution 2020-54R, amending the Community Development Block Grant (CDBG) Action Plan for program year 2019 adopted by Resolution No. 2019-121R to reallocate $67,142.00 from the Unsafe Structures Program to the amount allocated for the Southside Community Center Rehab Program, authorizing the City Manager to act as
the Official Representative of the City in matters related to the CDBG-DR Program and Action Plan, and declaring an effective date.

26. Receive a Staff presentation regarding, and consider by motion, the initial authorization of Phase 2 of the San Marcos Development Code annual update, and provide direction to the City Manager.

27. Receive a Staff presentation and consider, by motion, removal of the the San Marcos Development Code proposed amendments which were not recommended for additional analysis at the June 5, 2019 joint (Planning and Zoning Commission/City Council) workshop, and provide direction to the City Manager.

28. Consider appointments to fill vacancies on the following Boards or Commissions, and provide direction to staff:
   A. Animal Shelter Advisory Board - COSM Official (Animal Services Manager)
   B. Historic Preservation Commission
   C. Housing Authority
   D. Convention & Visitor Bureau Board - Food/Beverage Establishment Representative

29. Hold discussion and receive a report from the Criminal Justice Reform Committee, including draft legislation supporting a Cite and Release Program, and provide direction to the City Manager.

EXECUTIVE SESSION


DIRECTION/ACTION FOLLOWING EXECUTIVE SESSION

31. Consider action, by motion, regarding the following Executive Session items held during the Work Session and/or Regular Meeting:

VI. Question and Answer Session with Press and Public.

VII. Adjournment.

POSTED ON WEDNESDAY, FEBRUARY 26, 2020 @ 1:30PM

TAMMY K. COOK, INTERIM CITY CLERK
Notice of Assistance at the Public Meetings

The City of San Marcos does not discriminate on the basis of disability in the admission or access to its services, programs, or activities. Individuals who require auxiliary aids and services for this meeting should contact the City of San Marcos ADA Coordinator at 512-393-8000 (voice) or call Texas Relay Service (TRS) by dialing 7-1-1. Requests can also be faxed to 855-461-6674 or sent by e-mail to ADArequest@sanmarcostx.gov
AGENDA CAPTION:
Receive a staff presentation regarding City Council priority needs for drafting the 2020-2024 Community Development Block Grant (CDBG) Consolidated Plan and comment on the proposed renewal of the Citizen Participation Plan, and provide direction to the City Manager.

Meeting date: March 3, 2020

Department: Planning and Development Services

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 Strategic Initiative: [Please select from the dropdown menu below]
Workforce Housing
Workforce Development
City Facilities

Comprehensive Plan Element(s): [Please select the Plan element(s) and Goal # from dropdown menu below]
☒ Economic Development - Workforce & Education Excellence
☐ Environment & Resource Protection - Choose an item.
☐ Land Use - Choose an item.
☒ Neighborhoods & Housing - Protected Neighborhoods in order to maintain high quality of life and stable property values
☒ Parks, Public Spaces & Facilities - Effective Social Services to those who can most benefit from them
☐ Transportation - Choose an item.
Background Information:
The City Council approved the 2015-2019 CDBG Consolidated Plan by Resolution 2015-95R on August 4, 2015. City Council approved the 2015-2019 Citizen Participation Plan at the same time as an appendix to the Consolidated Plan. When the City received the CDBG-Disaster Recovery Grant, the City Council approved an update to the 2015-2019 Consolidated Plan to incorporate the new grant, by Resolution 2017-097 on June 6, 2017.

The federal department of Housing and Urban Development (HUD) requires the creation of a Consolidated Plan that sets strategic priorities and goals for next five years of HUD grant funding, identifies types of activities the City will fund, and acts as the foundation for future one-year Action Plans. HUD grants received by San Marcos that are included in this Plan are CDBG Entitlement, CDBG-DR (Disaster Recovery), and CDBG-MIT (Mitigation). Priority needs for the CDBG-DR and CDBG-MIT have been recently reviewed by City Council and will be included in the Consolidated Plan for each of those grants.

The CDBG Entitlement is now due for its every-five-year review of Priority Needs, which forms the basis for the Consolidated Plan portions related to this grant. The Priority Needs chosen by City Council for the 2015-2019 Consolidated Plan for the CDBG Entitlement grant were:

- affordable housing
- public services
- public facilities/infrastructure/transportation
- clearance activities
- program administration

Citizen comments were received through a survey that was available February 2-23, 2020, and at a public meeting held February 19, 2020. In addition, staff met with service providers to gather their input. Staff will present needs assessment data gathered and public comments received on the categories of activities that could be funded using CDBG Entitlement funds.

Staff will also present the 2015-2019 Citizen Participation Plan (CPP) and the proposal to update the CPP.

Public comments and City responses are attached, as is a presentation.
Recommendation:
Staff requests City Council direction on the Priority Needs for the 2020-2024 Consolidated Plan, as well as the Citizen Participation Plan.
CITY COUNCIL MEETING
Tuesday, March 3, 2020

5 Year Consolidated Plan for HUD Federal Grants and the Citizen Participation Plan

Staff presentation
Council discussion and direction
Presentation Overview

HUD Federal Grants

Citizen Participation Plan
• Any Comments?

Consolidated Plan
  Purpose
  Ties to Other Studies and Policies
  Citizen Comments Received
  Past Priorities
  Funding and Accomplishments
• What are our priorities for the next 5 years?
HUD Federal Grants

US Dept of Housing and Urban Development

CDBG

HOME

San Marcos

HOME

TDHCA

CDBG Disaster Recovery

CDBG Entitlement

CDBG Mitigation
HUD Federal Grants

CDBG Disaster Recovery
CDBG Entitlement
CDBG Mitigation
Citizen Participation Plan
Citizen Participation Plan

Providing for citizen participation in creation and amendment of funding plans

- Public notice 14 days prior
- Materials available for review
- Information provided on website
- 30 day comment period
- A public meeting and a public hearing
- Accommodations for people with disabilities
- Translation to Spanish

Evaluated every 5 years
HUD Federal Grants

- CDBG Disaster Recovery
- CDBG Entitlement
- CDBG Mitigation

Citizen Participation Plan

- Fair Housing Analysis
- Housing Needs Assessment
- Market Analysis
- Other Needs Assessment

Consolidated Plan

- Needs Assessment

City Council Priorities

Public Housing Authority Plan

Social Service Agency Plans

Action Plan

Projects

Hazard Mitigation Plan

Projects

Projects

Projects
Purpose of the Consolidated Plan:
To set priority categories of needs for a HUD grant

✓ CDBG Disaster Recovery – done!
✓ CDBG Mitigation – in progress!
☐ CDBG Entitlement – now needed!
## CURRENT PROCESS – 5 Year Consolidated Plan

<table>
<thead>
<tr>
<th>Month</th>
<th>Activities</th>
</tr>
</thead>
</table>
| **February** | • Review data  
• Conduct outreach |
| **March** | • Request City Council direction on priorities for CDBG Entitlement funds  
• Post draft Consolidated Plan for public comment |
<p>| <strong>April</strong> | • Request City Council approval of the Consolidated Plan |</p>
<table>
<thead>
<tr>
<th>NEXT STEPS – CDBG Entitlement Action Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>April</strong></td>
</tr>
<tr>
<td><strong>May</strong></td>
</tr>
<tr>
<td><strong>June</strong></td>
</tr>
<tr>
<td><strong>July</strong></td>
</tr>
<tr>
<td><strong>August</strong></td>
</tr>
</tbody>
</table>
Part A: Review Data

2017 Analysis of Impediments to Fair Housing

1. Housing affordability
2. Insufficient income
3. Awareness of fair housing rights
4. Predatory lending and foreclosures
5. Limited home maintenance resources
6. Concentrations of poverty
Part A: Review Data
2019 Housing Needs Analysis

Core Housing Needs:
1. Rentals for residents earning <$25,000
2. Displacement prevention
3. Homes priced <$200,000
4. Ownership product diversity
5. Improved condition and accessibility of existing housing stock
Part B: Conduct Outreach

2019 Council Strategic Initiatives

1. Downtown Vitality
2. Workforce Housing
3. City Facilities
4. Multi-Modal Transportation
5. Workforce Development
Part B: Conduct Outreach

2020 Priority Needs Survey and Citizen Comments

This section to be written after survey closes 2/23
Part B: Conduct Outreach

2020 Fair Housing Survey and Citizen Comments

This section to be written after survey closes 2/23
Part B: Conduct Outreach
2020 Comments from Providers

This section to be written after survey closes 2/23 and meeting with PHA 2/20
Part C: Determine Priorities
Data and Outreach So Far: Common Themes

1. Lack of housing affordability compared to income
2. Need for home maintenance and accessibility in existing stock
3. Desire for workforce development to increase income
CDBG Mission

The mission of the CDBG Program is to promote the development of viable urban communities by providing decent housing, a suitable living environment; and expanded economic opportunities, principally for persons of low and moderate incomes.
National Objectives: Allowed Activities

• Benefiting people with incomes below 80% of area median (70% of program funding)
  – Project that benefits an area where at least 51% meet the income limit
  – Public service where at least 51% of the clients meet the income limit
  – Housing – single family or apartments
  – Jobs created where at least 51% are held by people who meet the income limit

• Prevention and Elimination of Slum and Blight

• Urgent Need
2015-2019 Priority Categories

• Affordable Housing
• Public Services
• Public Facilities
• Infrastructure, Transportation
• Demolition Activities
### Past 4 Years Accomplishments

<table>
<thead>
<tr>
<th>PRIORITY</th>
<th>ACTIVITY</th>
<th>BENEFICIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Affordable Housing</td>
<td>Home Rehab</td>
<td>42</td>
</tr>
<tr>
<td></td>
<td>Down Payments</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td>Land for a New Home</td>
<td>1</td>
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<tr>
<td></td>
<td>Rental Assistance</td>
<td>6</td>
</tr>
<tr>
<td>Public Services</td>
<td>Parks &amp; Rec Scholarships</td>
<td>363</td>
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<tr>
<td></td>
<td>CASA</td>
<td>270</td>
</tr>
<tr>
<td></td>
<td>Women's Shelter Renovation</td>
<td>516</td>
</tr>
<tr>
<td>Public Facilities</td>
<td>Park Improvements</td>
<td>3 parks</td>
</tr>
<tr>
<td>Demolition</td>
<td>Spot Slum and Blight</td>
<td>1</td>
</tr>
</tbody>
</table>
## Past 4 Years Funding

<table>
<thead>
<tr>
<th>Year</th>
<th>Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>649,948</td>
</tr>
<tr>
<td>2017</td>
<td>562,799</td>
</tr>
<tr>
<td>2016</td>
<td>525,164</td>
</tr>
<tr>
<td>2015</td>
<td>517,077</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$2,254,988</strong></td>
</tr>
</tbody>
</table>
Notes on Requirements

HUD Allocation for Program Year 2020-2021: $722,904

70% must benefit low-moderate income people.

No more than 15% can be used for Public Services.

No more than 20% can be used for Administration.
Which categories are priority needs for San Marcos?

Affordable Housing
Such as housing rehabilitation or reconstruction, land acquisition, accessibility improvements, homebuyer loans, weatherization, transitional housing

Public Services (no more than $90,000)
Such as programs for senior citizens, abuse victims, youth, children, homeless, treatment of drug or alcohol abuse, workforce skills development

Public Facilities
Such as parks, community centers, community gardens

Infrastructure, Transportation
Such as neighborhood sidewalks, hike and bike trails, covered bus shelters

Demolition Activities
Such as spot blight removal or demolition of unsafe structures

Economic Development
Such as business incubator construction or microloans for small businesses
Staff Recommendation

- Affordable Housing
  (such as rehab, repair, land acquisition)
- Public Services
  (such as children, seniors, workforce development)
- Public Facilities
  (such as parks)

Council Direction Needed
AGENDA CAPTION:
Consider approval, by motion, of the following meeting Minutes:
A. February 4, 2020 - Regular Meeting Minutes
B. February 18, 2020 - Work Session Meeting Minutes
C. February 18, 2020 - Regular Meeting Minutes
D. February 20, 2020 - Budget Policy Workshop Meeting Minutes

Meeting date: 3/3/2020

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)]
**Background Information:**
The following minutes are attached for review:
A. February 4, 2020 - Regular Meeting Minutes
B. February 18, 2020 - Work Session Meeting Minutes
C. February 18, 2020 - Regular Meeting Minutes
D. February 20, 2020 - Budget Policy Workshop Meeting Minutes

**Council Committee, Board/Commission Action:** Click or tap here to enter text.

**Alternatives:**

**Recommendation:** Approve Minutes as attached
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, February 18, 2020 in the City Council Chambers, 630 E. Hopkins, San Marcos, Texas 78666.

II. Roll Call

Council Member Derrick arrived after roll call at 3:05 p.m. Council Member Marquez was absent due to business travel.

Present: 6 - Council Member Melissa Derrick, Mayor Jane Hughson, Mayor Pro Tem Ed Mihalkanin, Deputy Mayor Pro Tem Mark Rockeymoore, Council Member Maxfield Baker and Council Member Saul Gonzales

Absent: 1 - Council Member Joca Marquez

PRESENTATIONS

1. Receive a Staff presentation and hold discussion regarding the proposed Parks and Recreation programs and services fees based on cost recovery, and the introduction of an Administrative Fee for Nuisance Abatement for the Code Compliance Division of Neighborhood Enhancement, and provide direction to the City Manager.

Mr. Lumbreras, City Manager, provided a brief introduction regarding the cost recovery fees for Parks and Recreation programs and services and the possible implementation of an administrative fee for Code Compliance when nuisance abatement is necessary.

He explained that setting fees appropriately is necessary for a number of reasons, and especially during tight budget times. It helps fund programs the community enjoys, and decreases reliance on property or sales tax revenue.

This process began over a year ago and he acknowledged the hard work of staff and the Parks and Recreation Advisory Board to get us to this point and providing the recommendation council is receiving this afternoon.
Drew Well, Director of Parks and Recreation and Jamie Lee Case, Assistant Director of Parks and Recreation led the presentation.

Mr. Wells discussed the General Fund FY20 Budget.

- Parks & Recreation Dept (PARD) operating budget consumes ~ $5.3M or 6% of the FY20 budget
- PARD Programs generate $545K in revenue with $4.8M supported by sales & property tax revenue
- FY21 budget General Fund property tax revenue could potentially face significant constraints due to SB2-property tax cap and pending changes to over 65 property tax.

Please See EXHIBIT A: Operating Budgets Compared to other Cities (attached)

Setting fees based on cost recovery accomplishes the following:
- Diversifies revenue to reduce property and sales tax dependency
- Utilizes tax dollar subsidies on community based programs
- Meets state mandates requiring all user fees be justifiable
- Moves toward self funding programs the community currently enjoys

He explained fee calculation using the cost recovery pyramid methodology.

He provided the timeline on how we got to this point:

Nov. 6, 2019: Provided proposed assumptions in finalizing cost recovery implementation for Parks and Recreation Programs and Services.
- Council provided direction to move forward with taking the proposed assumptions to the Parks and Recreation Advisory Board for their recommendation

Dec. 19, 2019: The Parks and Recreation Advisory Board created a committee to review the proposed fees and to bring back a recommendation to the Board.

Jan 13, 2020: The Board received the committee’s recommendation and adopted a Recommendation Resolution recommending the proposed fees within this presentation.

Summary of Changes:
- Simplify to only use “Resident” or “Non-Resident” fee categories.
• Remove the fee categories of: Non-Profit, Business/Commercial, Senior Spouse (will only have Senior rate)
• Increase the qualifying age for the senior discount from 50 to 65.
• Future fee increases will be reviewed during the budget process annually.

Rate Proposal: Facilities
• Staff recommends that Non-Profits receiving Community Development Block Grant (CDBG) Funding or Human Services Grants for the provision of social and human services/programs have facility rental fees waived up to 9 times per month.
• It is recommended that facility rental fees be waived when the non-profit is utilizing the facility to provide social and human services or programs to the community, and not for fundraising or similar events.
• The reservation process would be unchanged and would remain subject to availability.

Council asked Staff to review current funding received by non-profits and provide a more thorough explanation of fees.

Council provided the following consensus:

Change the qualifying age for the senior discount to 60 years of age, instead of the proposed 65 years of age.

Increase the Non Resident Rental Rates another 5% of the proposed rate.

Staff stated they will come up with a target amount, apply it and look at it with a 3 year implementation timeline. This schedule will be presented prior to action on the March 17th meeting.

DerryAnn Krupinsky and Shanna O'Brien provided the next presentation regarding administrative fee for nuisance abatement.

The current process includes:
• Seek voluntary compliance - communicate and educate
• Notice of violation - sent to all interested parties at every identified address
• Informal conference / hearing with Code staff - set corrective plan and timeline
• Once all options for compliance are exhausted, the City can abate the nuisance
• Statement of abatement costs, including an administrative fee established by
the city council, will be filed as a lien with the county clerk’s office

Without an administrative fee, property owners have used the City as a mowing/clean-up service, even when they had their own resources. Forced abatement is infrequent and has not been utilized in close to a year due to new code compliance initiatives that match needs with resources.

Staff proposes a $150 administrative fee for nuisance abatement. Staff will bring this back to council in a year to review this fee to make sure it is working as intended.

Council provided consensus to establish a $150 administrative fee. Additionally, if the property owner does not remit payment to the City by the due date, the City will file a lien with the County for the cost of the abatement, the administrative fee, an additional $50 fee, and the filing cost.

EXECUTIVE SESSION

2. 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.

   A motion was made by Council Member Baker, seconded by Mayor Pro Tem Mihalkanin, to enter into Executive Session at 4:03 p.m. The motion carried by the following vote:

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

   Against: 0

   Absent: 1 - Council Member Marquez

III. Adjournment.

Mayor Hughson stated Executive Session concluded at 4:49 p.m.

A motion was made by Mayor Pro Tem Mihalkanin, seconded by Council Member Baker, to adjourn the work session meeting of the City Council at 4:52 p.m, February 18, 2020. The motion carried by the following vote:

For: 4 - Mayor Hughson, Mayor Pro Tem Mihalkanin, Deputy Mayor Pro Tem Rockeymoore and Council Member Baker

Against: 0

Absent: 3 - Council Member Derrick, Council Member Marquez and Council Member Gonzales
## Operating Budgets Compared to other Cities

<table>
<thead>
<tr>
<th>Recovery</th>
<th>PARD Operating Cost</th>
<th>PARD Revenue</th>
<th>Recovery %</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Marcos</td>
<td>$5.3M</td>
<td>$545K</td>
<td>10.2%</td>
</tr>
<tr>
<td>New Braunfels</td>
<td>$7.8M</td>
<td>$3.6M</td>
<td>46.3%</td>
</tr>
<tr>
<td>Georgetown</td>
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<th>Target Cost Recovery Fee</th>
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1. Call To Order

With a quorum present, the budget policy workshop meeting of the San Marcos City Council was called to order by Mayor Hughson at 4:35 p.m. Thursday, February 20, 2020 in the City Council Chambers, 630 E. Hopkins, San Marcos, Texas 78666.

II. Roll Call

Present: 5 - Mayor Jane Hughson, Mayor Pro Tem Ed Mihalkanin, Deputy Mayor Pro Tem Mark Rockeymoore, Council Member Maxfield Baker and Council Member Saul Gonzales

Absent: 2 - Council Member Melissa Derrick and Council Member Joca Marquez

PRESENTATIONS

1. Receive a Staff presentation and hold discussion regarding the Fiscal Year 2020-2021 Budget Policy for the City of San Marcos, and provide direction to the City Manager.

Bert Lumbresas, City Manager provided a brief introduction and explained that with this Budget Policy the City will be taking a very conservative approach and planning for a worst case scenario.

Mr. Lumbresas turned the presentation over to Heather Hurlbert, Director of Finance and Melissa Neal, Assistant Director of Finance.

Ms. Hurlbert reviewed the FY 2019 Year End Summary including the:

• General Fund – Revenues were lower than expected by $108,000.
  Expenses came in lower than budgeted by $2,100,000
• Electric Utility Fund – Revenues were lower than expected by $4,000,000.
  Expenses came in lower than budgeted by $4,930,000
• Water/Wastewater Utility Fund – Revenue was lower than expected by $2,310,000.
  Expenses came in higher than budgeted by $3,624,000
• Drainage Utility Fund – Expenses came in lower than budgeted by $420,000
• Airport Fund – Revenues were lower than expected by $52,000.
  Expenses came in lower than budgeted by $27,400
• Hotel/Motel Fund – Revenues were higher than expected by $480,700. Expenses came in lower than budgeted by $158,200

Ms. Neel continued the presentation and outlined the budget development process:
• Set strategic initiatives for coming year
• Formulate policy statement to guide city manager during budget preparation
• Deliver budget capacity and trends
• Deliver budgeted programs, revenues, and expenditure philosophy
• Deliver proposed budget of all general budget items by fund type

The budget timeline was outlined which included the budget policy workshop held this evening, budget policy adoption, budget work session and CIP update, budget workshops, Public Hearing and adoption of budget and tax rate, and finally the year end closeout and implementation of budget.

Ms. Neel stated the economic indicators include unemployment, wages, hourly rate, home prices, and consumer price index (CPI).

The 2020 21 Strategic Initiatives were discussed briefly, but will be brought back to discuss in further detail next week. These include:
• Multi-Modal Transportation
• Workforce Development
• Workforce Housing
• Downtown Vitality
• Sustainability

General Fund Revenue includes:
Property Tax – 24% (First year of SB2 Property Tax Cap @ 3.5%)

Sales Tax – 46% (Comptroller Sales Tax ruling: change in definition of place of business determining collection point) They include the following:
• Base – 51% (7% average growth over last 12 months. Potential loss of $1.8M pending Comptroller interpretation of ruling.)
• Outlet Malls – 24% (4% average growth over last 12 months. Positive growth since September 2017)
• Best Buy Call Center – 25% (FY20 budgeted revenue of $8M, retained collections $2M. Potential FY23 revenue loss pending Comptroller ruling)

All Other – 30% (other fees forecasted using historical growth trends)
Ms. Neel provided the committed funding to the general fund:
• Preliminary forecasted base budget could require $4M increase of General Fund capacity
• Does not include any new or additional funding towards Animal Services Live Outcomes initiatives
• Budget requests last year for new personnel & operating expenses >$8M with $800K approved for funding (not including base increase)

The General Fund Capacity Options include:
Reduce fund balance
• Reducing required fund balance from 25 to 20% could reduce revenue requirements of $1.2 $1.5M

Operating process
• Identify potential cost savings through revised budget process
• Explore potential reduction in service levels

Diversify revenues
• Explore new revenue sources in General Fund to recover cost of services provided.

Other
• Capital Improvement Plan (CIP)
• Refinance TIRZ (Tax Increment Reinvestment Zone) #2  Blanco Vista
• TRZ (Transportation Reinvestment Zone) #1 – Loop 110

Current operating process:
• Zero based budget
• Federal/State mandate
• Operational necessity
• Core services

When looking at General Fund Revenue Diversification we can look at the following:
• Implementation of fees to achieve cost recovery
• Introduction of new fees
• Alternative funding sources such as paid parking, expenses to paid out of TIRZ, Redwood/Lantana projects to fund Workforce Housing in future years
• Restructure economic development incentive policy

TIRZ #2 Refinance
• Blanco Vista TIRZ was created in 2005 for the construction of a bridge over the railroad tracks at Yarrington Road
• Total amount owed developer was $9.6M
• Interest equal to Prime rate plus ½% (currently 4.75%) paid on outstanding principal since completion in 2008
• Slower than expected growth in the early years lead to payments being applied to a total of $5.67M in interest
• FY2020 payment of an estimated $1.5M will pay down approximately $945K of principal

TIRZ #2 Refinance Recommendation:
• Negotiate a payoff with developer
• Issue debt at a lower interest rate to pay off amount owed to developer
• Use proceeds from TIRZ increment to pay debt service – no effect on General Fund capacity

• Dissolve or repurpose TIRZ
• Future growth will create capacity in General Fund and full capacity will move in General Fund when debt is paid

Additional General Fund considerations that have been requested or discussed:
• Emergency Medical Services (EMS) expansion of service
• Transition Municipal Court Judge from part time to full time
• Sustainability
• Youth Services Funding
• Historic Preservation

Ms. Neel discussed the Enterprise Fund Revenue. Model rates over a multi year period will be utilized to determine required adjustments:

Operations & Maintenance
Capital Needs & Existing debt Obligations
Current and future infrastructure needs
Increase rates in small increments over time to meet future needs

Other forecasting assumptions:
• Hotel Occupancy rates show favorable growth
• Stormwater rate study
• Transit cost per hour

Upon completion of the Presentation, Council provided direction on the
following items:

• Tax Rate Not to exceed voter approval tax rate – Council consensus is to not exceed voter approved tax rate.
• Fund Balance – Council consensus is to maintain the 25% fund balance but decrease this to 20% if absolutely necessary. Council asked that staff bring back the amounts if this balance was 24%, 23%, 22%
• Social Services & Other (General Fund Committed Funding Slide) Social Service Funding – Council consensus is to keep these funding amounts

Youth Initiatives Funding  Council consensus is to not release the ($56,000) youth funding that was placed on hold last Fiscal Year

Museum Funding – Mayor Pro Tem Mihalkanin recused himself during the discussion on museum funding due to his affiliation with the LBJ Museum. Council consensus is to maintain the $100,000 funding.

Other funds – Council consensus is to keep the $5000 funding for Veterans Day, $15,000 for Summer Fest, and $30,000 for Special Events. Council will discuss Sights and Sounds funding at a later date. Council did not reach a consensus on the homebuyer’s incentives, so this will be brought back next week for further discussion.

• Merit Increase – This will be discussed further into the budget process to determine capacity.
• Revenue Diversification  Staff will bring this back for further discussion
• TIRZ Refinancing – Council consensus is to refinance TIRZ #2

Additional Considerations:
• EMS Expansion of Services  David Smith, Chief of Hays County EMS, provided a brief update on their services and what communities they serve. There is a need for more ambulances to provide adequate services in San Marcos. The Fire Department is first response, but EMS will transport to a hospital. If services are not expanded this will create a longer wait time for the Fire Department while treating on the scene. They are asking for 1 additional power truck and staffing, approximately $600,000. Matt Weinberg, provided the response time of EMS within the City of San Marcos. Council consensus is to fund this request.
• Municipal Court Judge to Full Time – Council would like to receive justification on why this is necessary, but many of the Council Members are in support and a decision will be made at the next meeting. Would like to receive
an amount of this funding request.
• Sustainability – consensus is to talk with committee to further discussions on sustainability, but no additional funding request at this time.
• Historic Preservation – No additional funding at this time.

III. Adjournment.

Mayor Hughson adjourned the budget policy workshop meeting of the City Council at 7:48 p.m. Thursday, February 20, 2020. The motion carried by the following vote:

Tammy K. Cook, Interim City Clerk                     Jane Hughson, Mayor
AGENDA CAPTION:
Consider approval of Ordinance 2020-05, on the second of two readings, annexing into the City approximately 56.923 acres of land out of the John Williams Survey, Abstract 490, Hays County, being Phase 1, Section 2 of the La Cima Development, generally located west of the intersection of Old Ranch Road 12 and Wonder World Drive; including procedural provisions; and providing an effective date.
Meeting date: March 3, 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: PH and 1st Reading on February 18, 2020 City Council Meeting

City Council Strategic Initiative: n/a

Comprehensive Plan Element(s):
☐ Economic Development
☐ Environment & Resource Protection
☒ 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
☐ Transportation
☐ Core Services
☐ Not Applicable

Master Plan: n/a
Background Information:
As regulated by the La Cima Development Agreement (Resolution 2018-75R), this is a request for voluntary annexation submitted by Natural Development Austin, LLC, on behalf of LCSM Ph. 1-2, LLC, for approximately 56.923 acres, more or less, out of the John Williams Survey, Abstract 490, Hays County, generally located west of the intersection of Old Ranch Road 12 and Wonder World Drive.

The City of San Marcos will provide water and wastewater services at the site. The developer has extended water and wastewater through the site. Pedernales 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):
January 21, 2010 (Approved)

City Council Ordinance 1st Reading (Public Hearing): February 18, 2020 (Today)
City Council Ordinance 2nd Reading: March 3, 2020

Council Committee, Board/Commission Action:

n/a

Alternatives:

n/a

Recommendation:
Staff recommends approval of the annexation request.
ORDINANCE NO. 2020-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS ANNEXING INTO THE CITY APPROXIMATELY 56.923 ACRES OF LAND OUT OF THE JOHN WILLIAMS SURVEY, ABSTRACT 490, HAYS COUNTY, BEING PHASE 1, SECTION 2 OF THE LA CIMA DEVELOPMENT, GENERALLY LOCATED WEST OF THE INTERSECTION OF OLD RANCH ROAD 12 AND WONDER WORLD DRIVE; INCLUDING PROCEDURAL PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

1. Pursuant to the terms of a development agreement with the City, the owner of approximately 56.923 acres of land out of the John Williams Survey, Abstract 490, Hays County, being Phase 1, Section 2 of the La Cima Development, generally located west of the intersection of Old Ranch Road 12 and Wonder World Drive, as further described in Exhibit “A,” attached hereto and incorporated herein for all purposes (the “Property”), made a request for the City to annex the Property.

2. Said owner and the City have entered into a written agreement for the provision of services to the Property.

3. The Property is contiguous and adjacent to the current boundaries of the City.

4. The City Council held a public hearing regarding the request.

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 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 of the Property and the City as noted in Recital 2.

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 February 18, 2020.


Jane Hughson
Mayor

Attest: Approved:

Tammy K. Cook Michael Cosentino
Interim City Clerk City Attorney
EXHIBIT “A”

Property Description

56.923 Acres
John Williams Survey, A-490,
Hays County, Texas

Job No. 5956-01-001
FN2327(bj)
Page 1 of 4

FIELD NOTES DESCRIPTION

DESCRIPTION OF 56.923 ACRES OF LAND IN THE JOHN WILLIAMS SURVEY, A-490, HAYS COUNTY, TEXAS, BEING A PORTION OF A CERTAIN CALLED 58.636 ACRE TRACT DESCRIBED IN THE DEED TO LCSM PH. 1-2, LLC OF RECORD IN INSTRUMENT NO. 17017222, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 58.636 ACRE TRACT BEING A PORTION OF A CERTAIN CALLED 649.592 ACRE TRACT DESCRIBED IN THE DEED TO LAZY OAKS RANCH, LP OF RECORD IN VOLUME 4877, PAGE 632, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 56.923 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a plastic cap stamped “BCG” set in the southeast line of the said 649.592 acre tract and the northwest line of a certain called 311.74 acre tract described in the deed to Claud Kern Wildenthal of record in Volume 1385, Page 398, Official Public Records of Hays County, Texas, for the south corner of a certain called 5.000 acre tract described in Exhibit C, reservation for exploration, exploitation and/or production of oilgas or minerals, of record in said Volume 4877, Page 632, Official Public Records of Hays County, Texas, for a northeast corner of the said 58.636 acre tract and for a northeast corner and POINT OF BEGINNING of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped “BCG” previously set at an angle point in the southeast line of the said 649.592 acre tract and the northwest line of the said 311.74 acre tract bears N 45°32’23” E, a distance of 636.08 feet;

THENCE S 45°32’23” W, with the southeast line of the said 58.636 acre tract and the northwest line of the said 311.74 acre tract, with the southeast line of the tract described herein, a distance of 1,011.20 feet to a ½-inch iron rod with a plastic cap stamped “BCG” set for the south corner of the said 58.636 acre tract and of the tract described herein, from which a 6-inch cedar fence post found at an angle point in the southeast line of the said 649.592 acre tract and the northwest line of the said 311.74 acre tract bears S 45°32’23” W, a distance of 5,336.80 feet;

THENCE N 08°46’59” W leaving the northwest line of the said 311.74 acre tract, crossing the said 649.592 acre tract, with the west line of the said 58.636 acre tract and of the tract described herein a distance of 289.68 feet to a ½-inch iron rod with a plastic cap stamped “BCG” set for an angle point in the west line of the tract described herein;

THENCE crossing the said 58.636 acre tract and continuing across the said 649.592 acre tract, with the west line of the tract described herein, the following eight (8) courses and distances:

1. N 00°55’44” W, a distance of 241.78 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

2. N 01°43’52” W, a distance of 88.35 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

3. N 09°27’36” W, a distance of 130.16 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

4. N 12°02’57” W, a distance of 320.26 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

5. N 24°03’48” W, a distance of 137.75 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

6. N 29°44’01” W, a distance of 172.57 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

7. N 36°16’25” W, a distance of 99.57 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for an angle point, and
8. N 43°14'53" W, a distance of 82.50 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set in the southeast right-of-way line of West Centerpoint Road, a variable-width right-of-way, called 45.839 acres and described in the deed to Hays County, Texas, of record in Volume 5310, Page 161, Official Public Records of Hays County, Texas, for the northwest corner of the tract described herein;

THENCE continuing across the said 649.592 acre tract, with the southeast right-of-way line of said West Centerpoint Road, with the northwest line the said 58.636 acre tract and of the tract described herein, the following twenty (20) courses and distances:

1. N 13°47'53" E, a distance of 162.99 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for a point of non-tangent curvature,

2. with the arc of a curve to the left, having a radius of 1,015.00 feet, an arc length of 55.59 feet, and a chord which bears N 39°08'44" E, a distance of 55.58 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for a point of reverse-curvature,

3. with the arc of a curve to the right, having a radius of 20.00 feet, an arc length of 29.76 feet, and a chord which bears N 80°10'00" E, a distance of 27.09 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

4. N 36°21'31" E, a distance of 60.12 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for a point of non-tangent curvature,

5. with the arc of a non-tangent curve to the right, having a radius of 20.00 feet, an arc length of 31.61 feet, and a chord which bears N 11°56'15" W, a distance of 28.42 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for a point-of-tangency,

6. N 33°20'06" E, a distance of 34.25 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

7. N 41°29'53" E, a distance of 22.65 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for a point-of-curvature,

8. with the arc of a non-tangent curve to the left, having a radius of 250.00 feet, an arc length of 89.33 feet, and a chord which bears N 31°15'40" E, a distance of 88.86 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for a point-of-tangency,

9. N 33°20'06" E, a distance of 323.11 feet to a ½-inch iron rod with plastic cap stamped “BCG” set for a point-of-curvature,

10. with the arc of a curve to the left, having a radius of 1,535.00 feet, an arc length of 269.37 feet, and a chord which bears N 28°18'26" E, a distance of 269.02 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for a point-of-tangency,

11. N 23°16'50" E, a distance of 106.82 feet to a ½-inch iron rod with a plastic cap stamped “BCG” previously set for a point-of-curvature,

12. with the arc of a curve to the right, having a radius of 20.00 feet, an arc length of 31.42 feet, and a chord which bears N 68°16'50" E, a distance of 28.28 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

13. N 23°16'50" E, a distance of 60.00 feet a ½-inch iron rod with plastic cap stamped “BCG” previously set for a point of non-tangent curvature,

14. with the arc of a curve to the right, having a radius of 20.00 feet, an arc length of 31.42 feet, and a chord which bears N 21°43'10" W, a distance of 28.28 feet to a ½-inch iron rod with plastic cap stamped “BCG" previously set for a point-of-tangency,
15. N 23°16'50" E, a distance of 140.14 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for a point-of-curvature,

16. with the arc of a curve to the right, having a radius of 715.00 feet, an arc length of 632.32 feet, and a chord which bears N 48°36'56" E, a distance of 811.91 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for a point of compound-curvature,

17. with the arc of a curve to the right, having a radius of 20.00 feet, an arc length of 32.85 feet, and a chord which bears S 59°00'02" E, a distance of 29.28 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

18. N 77°50'53" E, a distance of 60.00 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for a point of non-tangent curvature,

19. with the arc of a curve to the right, having a radius of 20.00 feet, an arc length of 32.32 feet, and a chord which bears N 34°20'37" E, a distance of 28.92 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for a point of tangency, and

20. N 80°38'20" E, a distance of 262.13 feet to a ½-inch iron rod with plastic cap stamped “BCG” set for the northerly northeast corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped “BCG” previously set for the northeast corner of the said 56.636 acre tract bears N 80°38'20" E, a distance of 13.06 feet;

THENCE leaving the southeast right-of-way line of said West Centerline Road and crossing the said 58.636 acre tract, with the east line of the tract described herein, the following five (5) courses and distances:

1. S 03°11'10" W, a distance of 1,461.22 feet to a ½-inch iron rod with a plastic cap stamped “BCG” set for an angle point,

2. S 13°10'56" W, a distance of 91.81 feet to a ½-inch iron rod with a plastic cap stamped “BCG” set for an angle point,

3. S 22°56'08" W, a distance of 39.67 feet to a ½-inch iron rod with a plastic cap stamped “BCG” set for an angle point,

4. S 22°14'34" W, a distance of 53.71 feet to a ½-inch iron rod with a plastic cap stamped “BCG” set for an angle point, and

5. S 22°05'52" W, a distance of 63.16 feet to a ½-inch iron rod with a plastic cap stamped “BCG” set in the north line of the said 5,000 acre tract, same being an angle point in the east line of the tract described herein;

THENCE continuing across the said 649.592 acre tract, with the north and west lines of the said 5,000 acre tract, with a southeast and northeast line of the said 56.636 acre tract and of the tract described herein, the following two (2) courses and distances:

1. S 45°32'23" W, a distance of 663.91 feet to a ½-inch iron rod with a plastic cap stamped “BCG” set for the west corner of the said 5,000 acre tract, same being a re-entrant corner of the tract described herein, and

2. S 44°27'37" E, a distance of 400.00 feet to the POINT OF BEGINNING and containing 56.923 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.
56.923 Acres
John Williams Survey, A-490,
Hays County, Texas

THE STATE OF TEXAS

COUNTY OF TRAVIS

§§

KNOW ALL MEN BY THESE PRESENTS

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the months of December 2013 through December 2019, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 30th day of December 2019 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

[Signature]

John D. Barnard
Registered Professional Land Surveyor
No. 5749 – State of Texas
FIELD NOTES DESCRIPTION

DESCRIPTION OF 56.923 ACRES OF LAND IN THE JOHN WILLIAMS SURVEY, A-490, HAYS COUNTY, TEXAS, BEING A PORTION OF A CERTAIN CALLED 58.636 ACRE TRACT DESCRIBED IN THE DEED TO LCSM PH. 1-2, LLC OF RECORD IN INSTRUMENT NO. 17017222, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SIAD 58.636 ACRE TRACT BEING A PORTION OF A CERTAIN CALLED 649.592 ACRE TRACT DESCRIBED IN THE DEED TO LAZY OAKS RANCH, LP OF RECORD IN VOLUME 4877, PAGE 632, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 56.923 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a plastic cap stamped “BCG” set in the southeast line of the said 649.592 acre tract and the northwest line of a certain called 311.74 acre tract described in the deed to Claud Kern Wildenthal of record in Volume 1385, Page 398, Official Public Records of Hays County, Texas, for the south corner of a certain called 5.000 acre tract described in Exhibit C, reservation for exploration, exploitation and/or production of oil/gas or minerals, of record in said Volume 4877, Page 632, Official Public Records of Hays County, Texas, for a northeast corner of the said 58.636 acre tract and for a northeast corner and POINT OF BEGINNING of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped “BCG” previously set at an angle point in the southeast line of the said 649.592 acre tract and the northwest line of the said 311.74 acre tract bears N 45°32'23" E, a distance of 836.08 feet;

THENCE S 45°32'23" W, with the southeast line of the said 58.636 acre tract and the northwest line of the said 311.74 acre tract, with the southeast line of the tract described herein, a distance of 1,011.20 feet to a ½-inch iron rod with a plastic cap stamped “BCG” set for the south corner of the said 58.636 acre tract and of the tract described herein, from which a 6-inch cedar fence post found at an angle point in the southeast line of the said 649.592 acre tract and the northwest line of the said 311.74 acre tract bears S 45°32'23" W, a distance of 5,336.80 feet;

THENCE N 08°46'59" W leaving the northwest line of the said 311.74 acre tract, crossing the said 649.592 acre tract, with the west line of the said 58.636 acre tract and of the tract described herein a distance of 269.69 feet to a ½-inch iron rod with a plastic cap stamped “BCG” set for an angle point in the west line of the tract described herein;

THENCE crossing the said 58.636 acre tract and continuing across the said 649.592 acre tract, with the west line of the tract described herein, the following eight (8) courses and distances:

1. N 00°55'44" W, a distance of 241.78 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,
2. N 01°43'52" W, a distance of 88.35 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,
3. N 09°27'36" W, a distance of 130.16 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,
4. N 12°02'57" W, a distance of 320.26 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,
5. N 24°03'48" W, a distance of 137.75 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,
6. N 29°44'01" W, a distance of 172.57 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,
7. N 36°16'25" W, a distance of 99.57 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for an angle point, and
8. N 43°14'53" W, a distance of 82.50 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set in the southeast right-of-way line of West Centerpoint Road, a variable-width right-of-way, called 45.839 acres and described in the street deed to Hays County, Texas, of record in Volume 5310, Page 161, Official Public Records of Hays County, Texas, for the northwest corner of the tract described herein;

THENCE continuing across the said 649.592 acre tract, with the southeast right-of-way line of said West Centerpoint Road, with the northwest line the said 58.636 acre tract and of the tract described herein, the following twenty (20) courses and distances:

1. N 13°47'53" E, a distance of 162.99 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point of non-tangent curvature,

2. with the arc of a curve to the left, having a radius of 1,015.00 feet, an arc length of 55.59 feet, and a chord which bears N 39°06'44" E, a distance of 55.58 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point of reverse-curvature,

3. with the arc of a curve to the right, having a radius of 20.00 feet, an arc length of 29.76 feet, and a chord which bears N 80°10'00" E, a distance of 27.09 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

4. N 36°21'31" E, a distance of 60.12 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point of non-tangent curvature,

5. with the arc of a non-tangent curve to the right, having a radius of 20.00 feet, an arc length of 31.61 feet, and a chord which bears N 11°56'15" W, a distance of 28.42 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point-of-tangency,

6. N 33°20'06" E, a distance of 34.25 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

7. N 41°29'53" E, a distance of 22.65 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point-of-curvature,

8. with the arc of a non-tangent curve to the left, having a radius of 250.00 feet, an arc length of 89.33 feet, and a chord which bears N 31°15'40" E, a distance of 88.86 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point-of-tangency,

9. N 33°20'06" E, a distance of 323.11 feet to a ½-inch iron rod with plastic cap stamped "BCG" set for a point-of-curvature,

10. with the arc of a curve to the left, having a radius of 1,535.00 feet, an arc length of 269.37 feet, and a chord which bears N 28°18'28" E, a distance of 269.02 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point-of-tangency,

11. N 23°16'50" E, a distance of 106.62 feet to a ½-inch iron rod with a plastic cap stamped "BCG" previously set for a point-of-curvature,

12. with the arc of a curve to the right, having a radius of 20.00 feet, an arc length of 31.42 feet, and a chord which bears N 68°16'50" E, a distance of 28.28 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

13. N 23°16'50" E, a distance of 60.00 feet a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point of non-tangent curvature,

14. with the arc of a curve to the right, having a radius of 20.00 feet, an arc length of 31.42 feet, and a chord which bears N 21°43'10" W, a distance of 28.28 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point-of-tangency,
15. N 23°16'50" E, a distance of 140.14 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point-of-curvature,

16. with the arc of a curve to the right, having a radius of 715.00 feet, an arc length of 632.32 feet, and a chord which bears N 48°36'56" E, a distance of 611.91 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point of compound-curvature,

17. with the arc of a curve to the right, having a radius of 20.00 feet, an arc length of 32.85 feet, and a chord which bears S 59°00'02" E, a distance of 29.28 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

18. N 77°50'53" E, a distance of 60.00 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point of non-tangent curvature,

19. with the arc of a curve to the right, having a radius of 20.00 feet, an arc length of 32.32 feet, and a chord which bears N 34°20'37" E, a distance of 28.92 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point-of-tangency, and

20. N 80°38'20" E, a distance of 262.13 feet to a ½-inch iron rod with plastic cap stamped "BCG" set for the northerly northeast corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "BCG" previously set for the northeast corner of the said 58.636 acre tract bears N 80°38'20" E, a distance of 13.06 feet;

THENCE leaving the southeast right-of-way line of said West Centerpoint Road and crossing the said 58.636 acre tract, with the east line of the tract described herein, the following five (5) courses and distances:

1. S 03°11'10" W, a distance of 1,461.22 feet to a ½-inch iron rod with a plastic cap stamped "BCG" set for an angle point,

2. S 13°10'56" W, a distance of 91.81 feet to a ½-inch iron rod with a plastic cap stamped "BCG" set for an angle point,

3. S 22°56'08" W, a distance of 39.67 feet to a ½-inch iron rod with a plastic cap stamped "BCG" set for an angle point,

4. S 22°14'34" W, a distance of 53.71 feet to a ½-inch iron rod with a plastic cap stamped "BCG" set for an angle point, and

5. S 22°05'52" W, a distance of 63.16 feet to a ½-inch iron rod with a plastic cap stamped "BCG" set in the north line of the said 5.000 acre tract, same being an angle point in the east line of the tract described herein;

THENCE continuing across the said 649.592 acre tract, with the north and west lines of the said 5.000 acre tract, with a southeast and northeast line of the said 58.636 acre tract and of the tract described herein, the following two (2) courses and distances:

1. S 45°32'23" W, a distance of 663.91 feet to a ½-inch iron rod with a plastic cap stamped "BCG" set for the west corner of the said 5.000 acre tract, same being a re-entrant corner of the tract described herein, and

2. S 44°27'37" E, a distance of 400.00 feet to the POINT OF BEGINNING and containing 56.923 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN2327(jb)
H:\Survey\FieldNotes\FN-2000s\FN2327(jb).doc
56.923 Acres
John Williams Survey, A-490,
Hays County, Texas

THE STATE OF TEXAS

COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the months of December 2013 through December 2019, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 30th day of December 2019 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

John D. Barnard
Registered Professional Land Surveyor
No. 5749 – State of Texas
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: 12/31/2019
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: 1/8/2020
AGREEMENT FOR THE PROVISION OF SERVICES  
(Pursuant to Tex. Local Gov’t Code §43.0672)

Date: January 21, 2020

Owner: LCSM Ph. 1-2, LLC, 303 Colorado Street, Suite 2300, Austin, TX 78701

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 pursuant to the terms of a development agreement with the City 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 LCSM PH. 1-2, 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 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 Pedernales 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.
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**LA CIMA PHASE 1, SECTION 2**

**FINAL PLAT**
ANNEXATION APPLICATION

CONTACT INFORMATION

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<tr>
<th>Applicant's Name</th>
<th>Doug Goss</th>
<th>Property Owner</th>
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<td>Owner's Email</td>
<td><a href="mailto:ericw@nd-austin.com">ericw@nd-austin.com</a></td>
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PROPERTY INFORMATION

- □ YES  □ NO  Is the property adjacent to city limits
- □ YES  □ NO  Is the property less than ½ mile in width
- □ YES  □ NO  Are there less than 3 qualified voters living on the property

- Proposed Use: single family
- Proposed Zoning: SF 4.5
- Development agreement allows City annexation upon final platting

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 $1,181  Technology Fee $13  TOTAL COST $1,194

Submittal of this digital Application shall constitute as acknowledgement and authorization to process this request.

APPLY ONLINE – WWW.MYGOVERNMENTONLINE.ORG/
PROPERTY OWNER AUTHORIZATION

I, Bryan Lee, Manager (owner name) on behalf of LCSM Ph 1-2, LLC (company, if applicable) acknowledge that I/we am/are the rightful owner of the property located at W. CenterPoint Road at Copper Sage (address).

I hereby authorize Doug Goss (agent name) on behalf of Natural Development (agent company) to file this application for Annexation (application type), and, if necessary, to work with the Responsible Official / Department on my behalf throughout the process.

Signature of Owner: __________________________ Date: 12/5/19
Printed Name, Title: Bryan Lee, Manager

Signature of Agent: __________________________ Date: 11/5/2019
Printed Name, Title: Doug Goss, Project Manager

Form Updated October, 2019
# 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.

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<td>- Please visit <a href="http://sanmarcostx.gov/1123/Pre-Development-Meetings">http://sanmarcostx.gov/1123/Pre-Development-Meetings</a> to schedule</td>
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<td>Authorization to represent the property owner, if the applicant is not</td>
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<td>the owner</td>
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<td>Written request to waive the timing requirements for processing</td>
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<td>annexation under Chapter 43 of the Texas Local Government Code, if</td>
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**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...”**
AN-20-01 (La Cima, Phase 1, Section 2 – Annexation)

Receive a Staff Presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-XX, annexing into the City approximately 56.923 acres, more or less, out of the John Williams Survey, Abstract 490, Hays County, generally located west of the intersection of Old Ranch Road 12 and Wonder World Drive; including procedural provisions; and providing an effective date; and consider approval of Ordinance 2020-XX, on the first of two readings.
Context:
• West of Old Ranch Road 12 and Wonder World Drive
• 56.923 acres
• Regulated by La Cima Development Agreement (Res. 2018-75R)
• Applicant proposes to develop property for single-family development (SF-4.5)
• 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): January 21, 2020 *(Approved)*

– City Council Ordinance 1\(^{st}\) Reading (Public Hearing): February 18, 2020 *(Today)*

– City Council Ordinance 2\(^{nd}\) Reading: March 3, 2020

Zoning Schedule

– Planning and Zoning Commission (Public Hearing): January 28, 2020 *(Approved)*

– City Council Ordinance 1\(^{st}\) Reading (Public Hearing): February 18, 2020 *(Today)*

– City Council Ordinance 2\(^{nd}\) Reading: March 3, 2020
AGENDA CAPTION:
Consider approval of Ordinance 2020-06, on the second of two readings, amending the Official Zoning Map of the City by rezoning approximately 56.923 acres out of the John Williams Survey, Abstract No. 490, Hays County, generally located west of the intersection of Old Ranch Road 12 and Wonder World Drive, from “FD” Future Development District to “SF-4.5” Single Family - 4.5; and including procedural provisions.

Meeting date: March 3, 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: PH and 1st Reading at February 18, 2020 City Council Meeting

City Council Strategic Initiative:
N/A

Comprehensive Plan Element (s):
☐ Economic Development
☐ Environment & Resource Protection
☒ 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
☐ Transportation
☐ Core Services
☐ Not Applicable
Master Plan: n/a

Background Information:
This property is part of the larger La Cima Development included in a Development Agreement with the City of San Marcos originally adopted September 16, 2014 (Resolution 2014-131R); amended in 2018 (Resolution 2018-75R). This agreement regulates issues including but not limited to the schedule of annexation, the permitted uses and development standards, impervious cover, environmental and water quality standards, and architectural design standards. The Future Development (“FD”) zoning classification is a default classification for newly annexed land. Per the development agreement, SF-4.5 is an allowable residential use. Phase 1, Section 2 provides for development of 101 residential lots, seven new streets, and seven open space lots. The zoning request is 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 has extended water and wastewater facilities through the site. Pedernales Electric Cooperative will provide electric service to this development.

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.

Council Committee, Board/Commission Action:
Planning and Zoning Commission Meeting: January 28, 2020
Speakers in favor or opposed: None

Recommendation: A motion was made by Commissioner Gleason, seconded by Commissioner Kelsey, to approve ZC-20-01. The motion carried 9-0.

- For: (9) Chairperson Garber, Vice Chairperson Gleason, Commissioner Rand, Commissioner McCarty, Commissioner Haverland, Commissioner Dillon, Commissioner Moore, Commissioner Kelsey, and Commissioner Agnew.
- Against:
- Absent:

Alternatives: n/a
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 "SF-4.5" Single Family - 4.5.
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 56.923 ACRES OUT OF THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, HAYS COUNTY, BEING PHASE 1, SECTION 2 OF THE LA CIMA DEVELOPMENT, GENERALLY LOCATED WEST OF THE INTERSECTION OF OLD RANCH ROAD 12 AND WONDER WORLD DRIVE, FROM “FD” FUTURE DEVELOPMENT DISTRICT TO “SF-4.5” SINGLE FAMILY–4.5 DISTRICT; AND INCLUDING PROCEDURAL PROVISIONS.

RECITALS:

1. On January 28, 2020, 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 “SF-4.5” Single Family–4.5 District for approximately 56.923 acres out of the John Williams Survey, Abstract 490, Hays County, Being Phase 1, Section 2 of the La Cima Development, generally located west of the intersection of Old Ranch Road 12 and Wonder World Drive.

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 February 18, 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 “SF-4.5” Single Family–4.5 District.

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 February 18, 2020.


Jane Hughson  
Mayor

Attest:

Tammy K. Cook  
Interim City Clerk

Approved:

Michael Cosentino  
City Attorney
EXHIBIT A

56.923 Acres
John Williams Survey, A-490,
Hays County, Texas

Job No. 5956-01-001
FN2327(b)
Page 1 of 4

FIELD NOTES DESCRIPTION

DESCRIPTION OF 56.923 ACRES OF LAND IN THE JOHN WILLIAMS SURVEY, A-490, HAYS COUNTY, TEXAS, BEING A PORTION OF A CERTAIN CALLED 56.636 ACRE TRACT DESCRIBED IN THE DEED TO LCSM PH. 1-2, LLC OF RECORD IN INSTRUMENT NO. 17017222, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 56.636 ACRE TRACT BEING A PORTION OF A CERTAIN CALLED 649.592 ACRE TRACT DESCRIBED IN THE DEED TO LAZY OAKS RANCH, LP OF RECORD IN VOLUME 4977, PAGE 632, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 56.923 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ¼-inch iron rod with a plastic cap stamped "BCG" set in the southeast line of the said 649.592 acre tract and the northwest line of a certain called 311.74 acre tract described in the deed to Claud Kern Wildenthal of record in Volume 1385, Page 398, Official Public Records of Hays County, Texas, for the south corner of a certain called 5,000 acre tract described in Exhibit C, reservation for exploration, exploitation and/or production of oil/gas or minerals, of record in said Volume 4977, Page 632, Official Public Records of Hays County, Texas, for a northeast corner of the said 56.636 acre tract and for a northeast corner and POINT OF BEGINNING of the tract described herein, from which a ¼-inch iron rod with a plastic cap stamped "BCG" previously set at an angle point in the southeast line of the said 649.592 acre tract and the northwest line of the said 311.74 acre tract bears N 45°32'23" W, a distance of 639.08 feet;

THENCE S 45°32'23" W, with the southeast line of the said 56.636 acre tract and the northwest line of the said 311.74 acre tract, with the southeast line of the tract described herein, a distance of 1,011.20 feet to a ¼-inch iron rod with a plastic cap stamped "BCG" set for the south corner of the said 56.636 acre tract and of the tract described herein, from which a 6-inch cedar fence post found at an angle point in the southeast line of the said 649.592 acre tract and the northwest line of the said 311.74 acre tract bears S 45°32'23" W, a distance of 5,336.80 feet;

THENCE N 08°46'59" W leaving the northwest line of the said 311.74 acre tract, crossing the said 649.592 acre tract, with the west line of the said 58.638 acre tract and of the tract described herein a distance of 269.89 feet to a ¼-inch iron rod with a plastic cap stamped "BCG" set for an angle point in the west line of the tract described herein;

THENCE crossing the said 58.636 acre tract and continuing across the said 649.592 acre tract, with the west line of the tract described herein, the following eight (8) courses and distances:

1. N 00°55'44" W, a distance of 241.78 feet to a ¼-inch iron rod with plastic cap stamped "BCG" previously set for an angle point;
2. N 01°43'52" W, a distance of 88.35 feet to a ¼-inch iron rod with plastic cap stamped "BCG" previously set for an angle point;
3. N 09°27'36" W, a distance of 130.16 feet to a ¼-inch iron rod with plastic cap stamped "BCG" previously set for an angle point;
4. N 12°02'57" W, a distance of 320.26 feet to a ¼-inch iron rod with plastic cap stamped "BCG" previously set for an angle point;
5. N 24°03'48" W, a distance of 137.75 feet to a ¼-inch iron rod with plastic cap stamped "BCG" previously set for an angle point;
6. N 29°44'01" W, a distance of 172.57 feet to a ¼-inch iron rod with plastic cap stamped "BCG" previously set for an angle point;
7. N 36°16'25" W, a distance of 99.57 feet to a ¼-inch iron rod with plastic cap stamped "BCG" previously set for an angle point; and
8. N 43°14'53" W, a distance of 82.50 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set in the southeast right-of-way line of West Centerpoint Road, a variable-width right-of-way, called 45.839 acres and described in the street deed to Hays County, Texas, of record in Volume 5310, Page 161, Official Public Records of Hays County, Texas, for the northwest corner of the tract described herein;

THENCE continuing across the said 649.592 acre tract, with the southeast right-of-way line of said West Centerpoint Road, with the northwest line the said 58.636 acre tract and of the tract described herein, the following twenty (20) courses and distances:

1. N 13°47'53" E, a distance of 162.99 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point of non-tangent curvature,

2. with the arc of a curve to the left, having a radius of 1,015.00 feet, an arc length of 55.59 feet, and a chord which bears N 39°08'44" E, a distance of 55.58 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point of reverse-curvature,

3. with the arc of a curve to the right, having a radius of 20.00 feet, an arc length of 29.76 feet, and a chord which bears N 80°10'00" E, a distance of 27.09 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

4. N 36°21'31" E, a distance of 60.12 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point of non-tangent curvature,

5. with the arc of a non-tangent curve to the right, having a radius of 20.00 feet, an arc length of 31.61 feet, and a chord which bears N 11°56'15" W, a distance of 28.42 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point-of-tangency,

6. N 33°20'06" E, a distance of 34.25 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

7. N 41°29'53" E, a distance of 22.65 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point-of-curvature,

8. with the arc of a non-tangent curve to the left, having a radius of 250.00 feet, an arc length of 89.33 feet, and a chord which bears N 31°15'40" E, a distance of 88.86 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point-of-tangency,

9. N 33°20'06" E, a distance of 323.11 feet to a ½-inch iron rod with plastic cap stamped "BCG" set for a point-of-curvature,

10. with the arc of a curve to the left, having a radius of 1,535.00 feet, an arc length of 269.37 feet, and a chord which bears N 28°18'28" E, a distance of 269.02 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point-of-tangency,

11. N 23°16'50" E, a distance of 106.62 feet to a ½-inch iron rod with a plastic cap stamped "BCG" previously set for a point-of-curvature,

12. with the arc of a curve to the right, having a radius of 20.00 feet, an arc length of 31.42 feet, and a chord which bears N 68°16'50" E, a distance of 28.28 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

13. N 23°16'50" E, a distance of 60.00 feet a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point of non-tangent curvature,

14. with the arc of a curve to the right, having a radius of 20.00 feet, an arc length of 31.42 feet, and a chord which bears N 21°43'10" W, a distance of 28.28 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point-of-tangency,
15. N 23°16'50" E, a distance of 140.14 feet to a ¾-inch iron rod with plastic cap stamped "BCG" previously set for a point-of-curvature,

16. with the arc of a curve to the right, having a radius of 715.00 feet, an arc length of 632.32 feet, and a chord which bears N 48°38'56" E, a distance of 811.91 feet to a ¾-inch iron rod with plastic cap stamped "BCG" previously set for a point of compound-curvature,

17. with the arc of a curve to the right, having a radius of 20.00 feet, an arc length of 32.85 feet, and a chord which bears S 59°00'02" E, a distance of 29.28 feet to a ¾-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

18. N 77°50'53" E, a distance of 60.00 feet to a ¾-inch iron rod with plastic cap stamped "BCG" previously set for a point of non-tangent curvature,

19. with the arc of a curve to the right, having a radius of 20.00 feet, an arc length of 32.32 feet, and a chord which bears N 34°20'37" E, a distance of 28.92 feet to a ¾-inch iron rod with plastic cap stamped "BCG" previously set for a point of tangency, and

20. N 80°38'20" E, a distance of 262.13 feet to a ¾-inch iron rod with plastic cap stamped "BCG" set for the northerly northeast corner of the tract described herein, from which a ¾-inch iron rod with a plastic cap stamped "BCG" previously set for the northeast corner of the said 56.636 acre tract bears N 80°36'20" E, a distance of 13.06 feet;

THENCE leaving the southeast right-of-way line of said West Centerpoint Road and crossing the said 58.636 acre tract, with the east line of the tract described herein, the following five (5) courses and distances:

1. S 03°11'10" W, a distance of 1,461.22 feet to a ¾-inch iron rod with a plastic cap stamped "BCG" set for an angle point,

2. S 13°10'56" W, a distance of 91.81 feet to a ¾-inch iron rod with a plastic cap stamped "BCG" set for an angle point,

3. S 22°56'08" W, a distance of 39.67 feet to a ¾-inch iron rod with a plastic cap stamped "BCG" set for an angle point,

4. S 22°43'34" W, a distance of 53.71 feet to a ¾-inch iron rod with a plastic cap stamped "BCG" set for an angle point, and

5. S 22°05'52" W, a distance of 63.16 feet to a ¾-inch iron rod with a plastic cap stamped "BCG" set in the north line of the said 5,000 acre tract, same being an angle point in the east line of the tract described herein;

THENCE continuing across the said 649.592 acre tract, with the north and west lines of the said 5,000 acre tract, with a southeast and northeast line of the said 56.636 acre tract and of the tract described herein, the following two (2) courses and distances:

1. S 45°32'23" W, a distance of 663.91 feet to a ¾-inch iron rod with a plastic cap stamped "BCG" set for the west corner of the said 5,000 acre tract, same being a re-entrant corner of the tract described herein, and

2. S 44°27'37" E, a distance of 400.00 feet to the POINT OF BEGINNING and containing 56.923 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.
56.923 Acres
John Williams Survey, A-490,
Hays County, Texas

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the months of December 2013 through December 2019, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 30th day of December 2019 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

John D. Barnard
Registered Professional Land Surveyor
No. 5749 – State of Texas
**Summary**

<table>
<thead>
<tr>
<th>Request:</th>
<th>Zoning change from “FD” Future Development to “SF-4.5” Single Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant:</td>
<td>Natural Development Austin 11612 FM 2244, Bldg. 1, Ste. 140 Austin, TX 78738</td>
</tr>
<tr>
<td>Property Owner:</td>
<td>LCSM Ph. 1-2, LLC 303 Colorado, Ste. 2300 Austin, TX 78701</td>
</tr>
</tbody>
</table>

**Notification**

| Application: | December 18, 2019 |
| Neighborhood Meeting: | N/A |
| Published: | January 12, 2020 |
| # of Participants: | N/A |
| Posted: | January 10, 2020 |
| Personal: | January 10, 2020 |
| Response: | None as of the date of this report |

**Property Description**

| Legal Description: | +/- 56.923 acre tract out of the John Williams Survey, Abstract 490, Hays County |
| Location: | Generally west of the intersection of Old Ranch Road 12 and Wonder World Drive |
| Acreage: | 56.923 acres |
| Existing Zoning: | “FD” Future Development |
| Proposed Zoning: | “SF-4.5” Single Family |
| Existing Use: | Vacant / Rural |
| Proposed Use: | Single Family |
| Existing Occupancy: | N/A |
| Occupancy: | Restrictions Do Apply |
| Preferred Scenario: | Area of Stability |
| Proposed Designation: | Area of Stability |
| CONA Neighborhood: | N/A |
| Sector: | 2 |
| Utility Capacity: | Adequate |
| Floodplain: | Yes or No |
| Historic Designation: | N/A |
| My Historic SMTX Resources Survey: | No |

**Surrounding Area**

<table>
<thead>
<tr>
<th>Zoning</th>
<th>Existing Land Use</th>
<th>Preferred Scenario</th>
</tr>
</thead>
<tbody>
<tr>
<td>North of Property:</td>
<td>SF-4.6</td>
<td>Single Family</td>
</tr>
<tr>
<td>South of Property:</td>
<td>ETJ</td>
<td>Vacant</td>
</tr>
<tr>
<td>East of Property:</td>
<td>ETJ</td>
<td>Vacant</td>
</tr>
<tr>
<td>West of Property:</td>
<td>ETJ</td>
<td>Vacant</td>
</tr>
</tbody>
</table>

**Staff Recommendation**

<table>
<thead>
<tr>
<th>X Approval as Submitted</th>
<th>Alternate Approval</th>
<th>Denial</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff: Alison Brake, CNU-A</td>
<td>Title: Historic Preservation Officer &amp; Planner</td>
<td>Date: January 23, 2020</td>
</tr>
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</table>
Commission Recommendation

<table>
<thead>
<tr>
<th></th>
<th>Approval as Submitted</th>
<th>Approval with Conditions / Alternate</th>
<th>Denial</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

Speakers in favor or opposed

1. None

Recommendation from the Planning and Zoning Commission Meeting held January 28, 2020:

A motion was made by Commissioner Gleason, seconded by Commissioner Kelsey, to approve ZC-20-01. The motion carried 9-0.

For: (9) Chairperson Garber, Vice Chairperson Gleason, Commissioner Rand, Commissioner McCarty, Commissioner Haverland, Commissioner Dillon, Commissioner Moore, Commissioner Kelsey, and Commissioner Agnew.

Against:

Absent

History

This property is part of the larger La Cima Development included in a Development Agreement with the City of San Marcos originally adopted September 16, 2014 (Resolution 2014-131R); amended in 2018 (Resolution 2018-75R). This agreement regulates issues including but not limited to the schedule of annexation, the permitted uses and development standards, impervious cover, environmental and water quality standards and architectural design standards. The Future Development (“FD”) zoning classification is a default classification for newly annexed land. Per the development agreement, SF-4.5 is an allowable residential use. Phase 1, Section 2 provides for development of 101 residential lots, seven new streets, and seven open space lots. The zoning requires is 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 has extended water and wastewater facilities through the site. Pedernales 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

<table>
<thead>
<tr>
<th>Department</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police</td>
<td>No Comment</td>
</tr>
<tr>
<td>Fire</td>
<td>No Comment</td>
</tr>
<tr>
<td>Public Services</td>
<td>No Comment</td>
</tr>
<tr>
<td>Engineering</td>
<td>No Comment</td>
</tr>
</tbody>
</table>
### Compatibility of Uses & Density Criteria (Sec.4.1.2.5)

<table>
<thead>
<tr>
<th>Evaluation</th>
<th>Compatible Uses &amp; Density Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consistent</td>
<td>Helps prevent the impacts of high density uses on low density areas. The subject property is regulated by an approved development agreement. SF-4.5 is an allowable use within that agreement.</td>
</tr>
<tr>
<td>Inconsistent</td>
<td>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.</td>
</tr>
<tr>
<td>Neutral</td>
<td>Encourages more opportunities for home ownership. SF-4.5 allows for residential uses which may offer homeownership opportunities through legal lots.</td>
</tr>
<tr>
<td>Neutral</td>
<td>Ensures a diversity of housing to serve citizens with varying needs and interests. Allowable residential Building Types are Accessory Dwelling, House, and Cottage.</td>
</tr>
</tbody>
</table>

### Criteria for Approval (Sec.2.5.1.4)

<table>
<thead>
<tr>
<th>Evaluation</th>
<th>Criteria for Approval</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consistent</td>
<td>Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan and preferred scenario map. The change in zoning is consistent with the Preferred Scenario Map. SF-4.5 an allowable zoning category to request without first changing the Preferred Scenario Map.</td>
</tr>
<tr>
<td>Inconsistent</td>
<td>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.</td>
</tr>
<tr>
<td>Neutral</td>
<td>Whether the proposed zoning map amendment is consistent with any applicable development agreement in effect. Resolution 2014-131 was approved in 2014 and amended in 2018 (Resolution 2018-75R) between the City of San Marcos and Lazy Oaks Ranch, LP. SF-4.5 is an allowable use per Section 1.04(A)(1) of the agreement.</td>
</tr>
</tbody>
</table>
### Zoning Request

<table>
<thead>
<tr>
<th>X</th>
<th>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</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Uses allowed within the Single Family district are compatible and appropriate for this area. This area is mostly residential in nature, with the San Marcos Academy located to the north</td>
</tr>
<tr>
<td>X</td>
<td>Whether the proposed zoning will reinforce the existing or planned character of the area</td>
</tr>
<tr>
<td>X</td>
<td>Approval of this zoning change would allow the property to develop according to the approved development agreement.</td>
</tr>
<tr>
<td>X</td>
<td>Whether the site is appropriate for the development allowed in the proposed district</td>
</tr>
<tr>
<td>X</td>
<td>Approval of this zoning change would allow the property to develop according to the approved development agreement.</td>
</tr>
<tr>
<td>N/A</td>
<td>Whether there are substantial reasons why the property cannot be used according to the existing zoning</td>
</tr>
<tr>
<td>X</td>
<td>The property is currently not zoned as it is located outside of the city limits.</td>
</tr>
<tr>
<td>X</td>
<td>Whether there is a need for the proposed use at the proposed location</td>
</tr>
<tr>
<td>X</td>
<td>The rezoning does serve a substantial public purpose by providing additional single family housing in San Marcos.</td>
</tr>
<tr>
<td>X</td>
<td>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</td>
</tr>
<tr>
<td>X</td>
<td>The property will be served with City water and wastewater per the approved development agreement.</td>
</tr>
<tr>
<td>X</td>
<td>Whether the proposed rezoning will have a significant adverse impact on property in the vicinity of the subject property</td>
</tr>
<tr>
<td>X</td>
<td>The surrounding area has remained single-family with The Settlement subdivision to the north of the property.</td>
</tr>
<tr>
<td>N/A</td>
<td>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</td>
</tr>
<tr>
<td>N/A</td>
<td>This request is not for a Neighborhood Density District.</td>
</tr>
<tr>
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FIELD NOTES DESCRIPTION

DESCRIPTION OF 56.923 ACRES OF LAND IN THE JOHN WILLIAMS SURVEY, A-490, HAYS COUNTY, TEXAS, BEING A PORTION OF A CERTAIN CALLED 58.636 ACRE TRACT DESCRIBED IN THE DEED TO LCSM PH. 1-2, LLC OF RECORD IN INSTRUMENT NO. 17017222, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; Said 58.636 ACRE TRACT BEING A PORTION OF A CERTAIN CALLED 649.592 ACRE TRACT DESCRIBED IN THE DEED TO LAZY OAKS RANCH, LP OF RECORD IN VOLUME 4877, PAGE 632, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; Said 56.923 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a plastic cap stamped “BCG” set in the southeast line of the said 649.592 acre tract and the northwest line of a certain called 311.74 acre tract described in the deed to Claud Kern Wildenthal of record in Volume 1385, Page 398, Official Public Records of Hays County, Texas, for the south corner of a certain called 5,000 acre tract described in Exhibit C, reservation for exploration, exploitation and/or production of oil/gas or minerals, of record in said Volume 4877, Page 632, Official Public Records of Hays County, Texas, for a northeast corner of the said 58.636 acre tract and for a northeast corner and POINT OF BEGINNING of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped “BCG” previously set at an angle point in the southeast line of the said 649.592 acre tract and the northwest line of the said 311.74 acre tract bears N 45°32’23” E, a distance of 836.08 feet;

THENCE S 45°32’23” W, with the southeast line of the said 58.636 acre tract and the northwest line of the said 311.74 acre tract, with the southeast line of the tract described herein, a distance of 1,011.20 feet to a ½-inch iron rod with a plastic cap stamped “BCG” set for the south corner of the said 58.636 acre tract and of the tract described herein, from which a 6-inch cedar fence post found at an angle point in the southeast line of the said 649.592 acre tract and the northwest line of the said 311.74 acre tract bears S 45°32’23” W, a distance of 5,336.80 feet;

THENCE N 08°46’59” W leaving the northwest line of the said 311.74 acre tract, crossing the said 649.592 acre tract, with the west line of the said 58.636 acre tract and of the tract described herein a distance of 269.69 feet to a ½-inch iron rod with a plastic cap stamped “BCG” set for an angle point in the west line of the tract described herein;

THENCE crossing the said 58.636 acre tract and continuing across the said 649.592 acre tract, with the west line of the tract described herein, the following eight (8) courses and distances:

1. N 00°55’44” W, a distance of 241.78 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,
2. N 01°43’52” W, a distance of 88.35 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,
3. N 09°27’36” W, a distance of 130.16 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,
4. N 12°02’57” W, a distance of 320.26 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,
5. N 24°03’48” W, a distance of 137.75 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,
6. N 29°44’01” W, a distance of 172.57 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,
7. N 36°16’25” W, a distance of 99.57 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,
8. N 43°14'53" W, a distance of 82.50 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set in the southeast right-of-way line of West Centerpoint Road, a variable-width right-of-way, called 45.839 acres and described in the street deed to Hays County, Texas, of record in Volume 5310, Page 161, Official Public Records of Hays County, Texas, for the northwest corner of the tract described herein;

THENCE continuing across the said 649.592 acre tract, with the southeast right-of-way line of said West Centerpoint Road, with the northwest line the said 58.636 acre tract and of the tract described herein, the following twenty (20) courses and distances:

1. N 13°47'53" E, a distance of 162.99 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for a point of non-tangent curvature,

2. with the arc of a curve to the left, having a radius of 1,015.00 feet, an arc length of 55.59 feet, and a chord which bears N 39°06'44" E, a distance of 55.58 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for a point of reverse-curvature,

3. with the arc of a curve to the right, having a radius of 20.00 feet, an arc length of 29.76 feet, and a chord which bears N 80°10'00" E, a distance of 27.09 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

4. N 36°21'31" E, a distance of 60.12 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for a point of non-tangent curvature,

5. with the arc of a non-tangent curve to the right, having a radius of 20.00 feet, an arc length of 31.61 feet, and a chord which bears N 11°56'15" W, a distance of 28.42 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for a point-of-tangency,

6. N 33°20'06" E, a distance of 34.25 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

7. N 41°29'53" E, a distance of 22.65 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for a point-of-curvature,

8. with the arc of a non-tangent curve to the left, having a radius of 250.00 feet, an arc length of 89.33 feet, and a chord which bears N 31°15'40" E, a distance of 88.86 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for a point-of-tangency,

9. N 33°20'06" E, a distance of 323.11 feet to a ½-inch iron rod with plastic cap stamped “BCG” set for a point-of-curvature,

10. with the arc of a curve to the left, having a radius of 1,535.00 feet, an arc length of 269.37 feet, and a chord which bears N 28°18'28" E, a distance of 269.02 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for a point-of-tangency,

11. N 23°16'50" E, a distance of 106.62 feet to a ½-inch iron rod with a plastic cap stamped “BCG” previously set for a point-of-curvature,

12. with the arc of a curve to the right, having a radius of 20.00 feet, an arc length of 31.42 feet, and a chord which bears N 68°16'50" E, a distance of 28.28 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

13. N 23°16'50" E, a distance of 60.00 feet a ½-inch iron rod with plastic cap stamped “BCG” previously set for a point of non-tangent curvature,

14. with the arc of a curve to the right, having a radius of 20.00 feet, an arc length of 31.42 feet, and a chord which bears N 21°43'10" W, a distance of 28.28 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for a point-of-tangency,
15. N 23°16'50" E, a distance of 140.14 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for a point-of-curvature,

16. with the arc of a curve to the right, having a radius of 715.00 feet, an arc length of 632.32 feet, and a chord which bears N 48°36'56" E, a distance of 611.91 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for a point of compound-curvature,

17. with the arc of a curve to the right, having a radius of 20.00 feet, an arc length of 32.85 feet, and a chord which bears S 59°00'02" E, a distance of 29.28 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

18. N 77°50'53" E, a distance of 60.00 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for a point of non-tangent curvature,

19. with the arc of a curve to the right, having a radius of 20.00 feet, an arc length of 32.32 feet, and a chord which bears N 34°20'37" E, a distance of 28.92 feet to a ½-inch iron rod with plastic cap stamped “BCG” previously set for a point-of-tangency, and

20. N 80°38'20" E, a distance of 262.13 feet to a ½-inch iron rod with plastic cap stamped “BCG” set for the northerly northeast corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped “BCG” previously set for the northeast corner of the said 58.636 acre tract bears N 80°38'20" E, a distance of 13.06 feet;

THENCE leaving the southeast right-of-way line of said West Centerpoint Road and crossing the said 58.636 acre tract, with the east line of the tract described herein, the following five (5) courses and distances:

1. S 03°11'10" W, a distance of 1,461.22 feet to a ½-inch iron rod with a plastic cap stamped “BCG” set for an angle point,

2. S 13°10'56" W, a distance of 91.81 feet to a ½-inch iron rod with a plastic cap stamped “BCG” set for an angle point,

3. S 22°56'08" W, a distance of 39.67 feet to a ½-inch iron rod with a plastic cap stamped “BCG” set for an angle point,

4. S 22°14'34" W, a distance of 53.71 feet to a ½-inch iron rod with a plastic cap stamped “BCG” set for an angle point, and

5. S 22°05'52" W, a distance of 63.16 feet to a ½-inch iron rod with a plastic cap stamped “BCG” set in the north line of the said 5,000 acre tract, same being an angle point in the east line of the tract described herein;

THENCE continuing across the said 649.592 acre tract, with the north and west lines of the said 5,000 acre tract, with a southeast and northeast line of the said 58.636 acre tract and of the tract described herein, the following two (2) courses and distances:

1. S 45°32'23" W, a distance of 663.91 feet to a ½-inch iron rod with a plastic cap stamped “BCG” set for the west corner of the said 5,000 acre tract, same being a re-entrant corner of the tract described herein, and

2. S 44°27'37" E, a distance of 400.00 feet to the POINT OF BEGINNING and containing 56.923 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.
THE STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the months of December 2013 through December 2019, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 30th day of December 2019 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

John D. Barnard
Registered Professional Land Surveyor
No. 5749 – State of Texas
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: 12/31/2019
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: 1/15/2020
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: 1/7/2020
Environmental Features
- Floodway
- 100 Year Floodplain
- Edwards Aquifer Contributing Zone
- Edwards Aquifer Contributing Zone within the Transition Zone
- Edwards Aquifer Recharge Zone
- Edwards Aquifer Transition Zone

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: 1/6/2020
ZC-20-01
400' Notification Buffer
FD to SF-4.5 - La Cima Phase 1, Section 2

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: 12/20/2019
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<th>Property</th>
<th>Site Address</th>
<th>Owner Name</th>
<th>Owner Address</th>
<th>Address 2</th>
<th>Owner City</th>
<th>Owner State</th>
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**Section 5.1.1.2 Land Use Matrix**

**Table 5.1 Land Use Matrix**

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<th>TYPES OF LAND USES</th>
<th>CONVENTIONAL RESIDENTIAL</th>
<th>NEIGHBORHOOD DENSITY DISTRICTS</th>
<th>CHARACTER DISTRICTS</th>
<th>SPECIAL DISTRICTS</th>
<th>DEFINITION USE STANDARDS</th>
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<td>Barns or agricultural buildings</td>
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<td>Accessory Building/Structure</td>
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<td>Small Multi-Family (up to 9 units)</td>
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<td>Courtyard Housing (up to 24 units)</td>
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### Table 5.1 Land Use Matrix

<table>
<thead>
<tr>
<th>Types of Land Uses</th>
<th>Conventional Residential</th>
<th>Neighborhood Density Districts</th>
<th>Character Districts</th>
<th>Special Districts</th>
<th>Definition Use Standards</th>
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<td>L L P P</td>
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<td>Fraternity or Sorority Building</td>
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<td>-- -- C C</td>
<td>-- -- C P P P</td>
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<td>-- -- -- P P P P</td>
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<td>-- -- -- --</td>
<td>-- -- -- -- -- --</td>
<td>C -- -- C</td>
<td>Section 5.1.5.3</td>
</tr>
<tr>
<td>Funeral Home</td>
<td>-- -- -- --</td>
<td>-- -- -- C</td>
<td>-- -- -- -- C</td>
<td>C P -- -- P</td>
<td>Section 5.1.5.3</td>
</tr>
<tr>
<td>Adult Oriented Businesses</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Retail Sales, except as listed below:</td>
<td>-- -- -- --</td>
<td>-- -- L P</td>
<td>-- -- L P P P P</td>
<td>P -- -- -- P</td>
<td>Section 5.1.5.4</td>
</tr>
<tr>
<td>Gasoline Sales</td>
<td>-- -- -- --</td>
<td>-- -- L --</td>
<td>-- -- C C P P</td>
<td>P -- -- -- P</td>
<td>Section 5.1.5.4</td>
</tr>
<tr>
<td>Truck stop</td>
<td>-- -- -- --</td>
<td>-- -- -- L</td>
<td>-- -- -- L C C P</td>
<td>P -- -- -- P</td>
<td>Section 5.1.5.4</td>
</tr>
<tr>
<td>Tattoo, body piercing</td>
<td>-- -- -- --</td>
<td>-- -- -- C</td>
<td>-- -- -- C P P P</td>
<td>P -- -- -- P</td>
<td>Section 5.1.5.4</td>
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<tr>
<td>Building material sales</td>
<td>-- -- -- --</td>
<td>-- -- -- --</td>
<td>-- -- -- -- -- C</td>
<td>C C P P -- P</td>
<td>Section 5.1.5.4</td>
</tr>
<tr>
<td>Vehicle Sales/ Rental</td>
<td>-- -- -- --</td>
<td>-- -- -- --</td>
<td>-- -- -- -- C</td>
<td>C C P P -- P</td>
<td>Section 5.1.5.4</td>
</tr>
<tr>
<td>Pawnshop</td>
<td>-- -- -- --</td>
<td>-- -- -- --</td>
<td>-- -- -- -- C</td>
<td>C P P P -- P</td>
<td>Section 5.1.5.4</td>
</tr>
<tr>
<td>Restaurant/Bar, as listed below:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eating Establishment</td>
<td>-- -- -- --</td>
<td>-- -- L P</td>
<td>-- -- L P P P P</td>
<td>P -- -- -- P</td>
<td>Section 5.1.5.5</td>
</tr>
<tr>
<td>Bar</td>
<td>-- -- -- --</td>
<td>-- -- -- C</td>
<td>-- -- -- C C C C P</td>
<td>C C P P</td>
<td>Section 5.1.5.5</td>
</tr>
<tr>
<td>Mobile Food Court</td>
<td>-- -- -- --</td>
<td>-- -- -- C</td>
<td>-- -- -- C C P P</td>
<td>P P -- -- P</td>
<td>Section 5.1.5.5</td>
</tr>
<tr>
<td>Sale of Alcohol for on premise consumption</td>
<td>-- -- -- --</td>
<td>-- -- -- C</td>
<td>-- -- -- C C C C C</td>
<td>C C C C</td>
<td>Section 5.1.5.5</td>
</tr>
<tr>
<td>Overnight Lodging, as listed below:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Section 5.1.5.6</td>
</tr>
<tr>
<td>Bed and Breakfast (up to 8 rooms)</td>
<td>L C C C C L L P P</td>
<td>-- P C P P P P</td>
<td>-- -- -- -- P P</td>
<td>P -- -- -- P</td>
<td>Section 5.1.5.6</td>
</tr>
<tr>
<td>Boutique Hotel (9 - 30 rooms)</td>
<td>-- -- -- --</td>
<td>-- -- -- C</td>
<td>-- -- -- P P P P</td>
<td>P -- -- -- P</td>
<td>Section 5.1.5.6</td>
</tr>
</tbody>
</table>
### Table 5.1 Land Use Matrix

<table>
<thead>
<tr>
<th>TYPES OF LAND USES</th>
<th>CONVENTIONAL RESIDENTIAL</th>
<th>NEIGHBORHOOD DENSITY DISTRICTS</th>
<th>CHARACTER DISTRICTS</th>
<th>SPECIAL DISTRICTS</th>
<th>DEFINITION USE STANDARDS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FD</td>
<td>SF-R</td>
<td>SF-6</td>
<td>SF-4.5</td>
<td></td>
</tr>
<tr>
<td>Hotel/ Motel (more than 30 rooms)</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>P</td>
<td>--</td>
</tr>
<tr>
<td>Outdoor Recreation, except as listed below:</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>C</td>
<td>--</td>
</tr>
<tr>
<td>Golf Course</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>Traveler Trailers/ RVs Short Term stays</td>
<td>P</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Shooting Range</td>
<td>C</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Indoor Recreation, except as listed below:</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>P</td>
</tr>
<tr>
<td>Gym/ Health club</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>L</td>
</tr>
<tr>
<td>Smoking Lounge</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Charitable Gaming Facility</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td><strong>PUBLIC &amp; INSTITUTIONAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Civic, except as listed below:</td>
<td>P</td>
<td>L</td>
<td>L</td>
<td>L</td>
<td>L</td>
</tr>
<tr>
<td>Day Care Center</td>
<td>C</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>C</td>
</tr>
<tr>
<td>Parks, Open Space, and Greenways</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Minor Utilities</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Major Utilities</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Antenna</td>
<td>See Section 5.1.6.3D</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>INDUSTRIAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Light Industrial</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Light Manufacturing</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Vehicle Service, as listed below:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Car Wash</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Vehicle repair (minor)</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Vehicle repair (major)</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Warehouse &amp; Distribution</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Waste-related service</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Wholesale trade</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Self Storage</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Research and Development</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Wrecking/Junk Yard</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
</tbody>
</table>
# Zoning District Comparison Chart

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Zoning Description</strong></td>
<td>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.</td>
<td>The SF-4.5 district is primarily intended to accommodate single family detached houses. Characterized by smaller landscaped areas with moderate setbacks and more frequent pedestrian uses. Uses that would substantially interfere with the residential nature of the district are not allowed.</td>
</tr>
<tr>
<td><strong>Uses</strong></td>
<td>Residential (See Land Use Matrix)</td>
<td>Residential (See Land Use Matrix)</td>
</tr>
<tr>
<td><strong>Parking Location</strong></td>
<td>No location standards</td>
<td>No location standards</td>
</tr>
<tr>
<td><strong>Parking Standards</strong></td>
<td>2 spaces per dwelling unit (Single Family Detached)</td>
<td>2 spaces per dwelling unit (Single Family Detached)</td>
</tr>
<tr>
<td><strong>Max Residential Units per acre</strong></td>
<td>0.4 units per acre (max)</td>
<td>7.5 units per acre (max)</td>
</tr>
<tr>
<td><strong>Occupancy Restrictions</strong></td>
<td>N/A</td>
<td>Restricted to a family and up to one other person who is not related to any of the other family members by blood, legal adoption, marriage, or conservatorship</td>
</tr>
<tr>
<td><strong>Landscaping</strong></td>
<td>Tree and shrub requirements</td>
<td>Tree and shrub requirements</td>
</tr>
<tr>
<td><strong>Building Height (max)</strong></td>
<td>2 stories</td>
<td>2 stories</td>
</tr>
<tr>
<td><strong>Setbacks</strong></td>
<td>Based on Zoning District</td>
<td>Based on Zoning District</td>
</tr>
<tr>
<td><strong>Impervious Cover (max)</strong></td>
<td>30%</td>
<td>60%</td>
</tr>
<tr>
<td><strong>Lot Sizes</strong></td>
<td>Allows a variety of lot sizes depending on Building Type.</td>
<td>Allows for a minimum lot size of 4,500 square feet</td>
</tr>
<tr>
<td><strong>Streetscapes</strong></td>
<td>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.</td>
<td>Residential Street: 5’ sidewalk, street trees every 35’ on center average, 7’ planting area between sidewalk and street required.</td>
</tr>
<tr>
<td><strong>Blocks</strong></td>
<td>No Block Perimeter Required</td>
<td>3,000 ft. Block Perimeter max</td>
</tr>
</tbody>
</table>
SECTION 4.4.1.4 SINGLE FAMILY - 4.5

GENERAL DESCRIPTION
The SF-4.5 district is intended to accommodate single family detached houses with a minimum lot size of 4,500 square feet. Characterized by smaller landscaped areas with moderate setbacks and more frequent pedestrian use. Uses that would substantially interfere with the residential nature of the district are not allowed.

DENSITY

<table>
<thead>
<tr>
<th>Metric</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Units Per Gross Acre</td>
<td>7.5 max.</td>
</tr>
<tr>
<td>Impervious Cover</td>
<td>60% max.</td>
</tr>
<tr>
<td>Occupancy Restrictions</td>
<td>Section 5.1.4.1</td>
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TRANSPORTATION

<table>
<thead>
<tr>
<th>Metric</th>
<th>Requirement</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>Block Perimeter</td>
<td>3,000 ft. max.</td>
<td>3.6.2.1</td>
</tr>
<tr>
<td>Streetscape Type</td>
<td>Residential</td>
<td>3.8.1.10</td>
</tr>
</tbody>
</table>

BUILDING TYPES ALLOWED

<table>
<thead>
<tr>
<th>Type</th>
<th>Section</th>
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<tr>
<td>Accessory Dwelling</td>
<td>4.4.6.1</td>
</tr>
<tr>
<td>House</td>
<td>4.4.6.2</td>
</tr>
<tr>
<td>Cottage</td>
<td>4.4.6.3</td>
</tr>
<tr>
<td>Civic</td>
<td>4.4.6.15</td>
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</tbody>
</table>
**ZC-20-01 (La Cima Phase 1, Section 2) Zoning Change Review (By Comp Plan Element)**

**LAND USE** – Preferred Scenario Map / Land Use Intensity Matrix

<table>
<thead>
<tr>
<th>Does the request meet the intent of the Preferred Scenario Map and the Land Use Intensity Matrix?</th>
<th>YES</th>
<th>NO (map amendment required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ECONOMIC DEVELOPMENT** – Furthering the goal of the Core 4 through the three strategies

<table>
<thead>
<tr>
<th>STRATEGY</th>
<th>SUMMARY</th>
<th>Supports</th>
<th>Contradicts</th>
<th>Neutral</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preparing the 21st Century Workforce</td>
<td>Provides / Encourages educational opportunities</td>
<td></td>
<td></td>
<td>Applicant has not indicated that educational facilities will be included.</td>
</tr>
<tr>
<td>Competitive Infrastructure &amp; Entrepreneurial Regulation</td>
<td>Provides / Encourages land, utilities and infrastructure for business</td>
<td></td>
<td></td>
<td>Applicant has not indicated that infrastructure will be extended.</td>
</tr>
<tr>
<td>The Community of Choice</td>
<td>Provides / Encourages safe &amp; stable neighborhoods, quality schools, fair wage jobs, community amenities, distinctive identity</td>
<td></td>
<td></td>
<td>Applicant has not indicated that opportunities for jobs and services will be included.</td>
</tr>
</tbody>
</table>

**ENVIRONMENT & RESOURCE PROTECTION** – Land Use Suitability & Development Constraints

<table>
<thead>
<tr>
<th>Constraint by Class</th>
<th>1 (least)</th>
<th>2</th>
<th>3 (moderate)</th>
<th>4</th>
<th>5 (most)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cultural</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Edwards Aquifer</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
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<tr>
<td>Endangered Species</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Floodplains</td>
<td>X</td>
<td></td>
<td></td>
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<tr>
<td>Geological</td>
<td>X</td>
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<tr>
<td>Slope</td>
<td>X</td>
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<td>Soils</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Vegetation</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
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<tr>
<td>Watersheds</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
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<tr>
<td>Water Quality Zone</td>
<td>X</td>
<td></td>
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</table>
**ENVIRONMENT & RESOURCE PROTECTION** – Water Quality Model Results

<table>
<thead>
<tr>
<th>Located in Subwatershed:</th>
<th>Purgatory Creek</th>
</tr>
</thead>
<tbody>
<tr>
<td>Modeled Impervious Cover Increase Anticipated for watershed</td>
<td>0-25%</td>
</tr>
<tr>
<td>Notes: The change in impervious cover under the Preferred Scenario is attributed to portions of the Paso Robles development, the Government Center, and downtown development. Purgatory Creek is a direct tributary of the San Marcos River, home of several endangered species. The Plan emphasizes the need to identify potential pollution from redevelopment as construction runoff and debris can wash into the creek during storm events.</td>
<td></td>
</tr>
</tbody>
</table>

**NEIGHBORHOODS** – Where is the property located

<table>
<thead>
<tr>
<th>CONA Neighborhood(s):</th>
<th>N/A – Outside City Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Neighborhood Commission Area(s):</td>
<td>N/A – Outside City Limits</td>
</tr>
<tr>
<td>Neighborhood Character Study Area(s):</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**PARKS, PUBLIC SPACES AND FACILITIES** – Availability of parks and infrastructure

<table>
<thead>
<tr>
<th>Will Parks and / or Open Space be Provided?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Will Trails and / or Green Space Connections be Provided?</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>As part of the overall La Cima Development.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance / Repair Density</td>
<td>Low (maintenance)</td>
<td>Medium</td>
</tr>
<tr>
<td>Wastewater Infrastructure</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Water Infrastructure</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Public Facility Availability</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parks / Open Space within ¼ mile (walking distance)? Upper Purgatory Creek Natural Area is located to the south of the La Cima Development.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Wastewater service available? As part of Development Agreement, extensions are required and developer will provide.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Water service available? As part of Development Agreement, extensions are required and developer will provide.</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

**TRANSPORTATION** – Level of Service (LOS), Access to sidewalks, bicycle lanes and public transportation

<table>
<thead>
<tr>
<th>Existing Daily LOS</th>
<th>Wonder World Drive Old Ranch Road 12</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing Peak LOS</td>
<td>Wonder World Drive Old Ranch Road 12</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preferred Scenario Daily LOS</td>
<td>Wonder World Drive Old Ranch Road 12</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preferred Scenario Peak LOS</td>
<td>Wonder World Drive</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The Transportation Demand Model shows that Wonder World Drive remains at a level of service A for the Existing Daily and Peak along with the Preferred Daily. It drops from an A to a C LOS in the Preferred Scenario Peak LOS. Old Ranch Road 12 is shown as a LOS F across the board. This could be alleviated with the construction of West Centerpoint Road through the La Cima Development.

<table>
<thead>
<tr>
<th>Sidewalk Availability</th>
<th>N/A</th>
<th>Good</th>
<th>Fair</th>
<th>Poor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sidewalks are required to be built as part of the development.</td>
<td>YES</td>
<td>NO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adjacent to existing bicycle lane?</td>
<td>YES</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adjacent to existing public transportation route?</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes: The closest CARTS bus route is Route 7, which is the Bishop Street route.
Notice of Public Hearing
Zoning Change Request
“FD” Future Development to “SF-4.5” Single Family – 4.5
La Cima, Phase 1, Section 2

Hold a public hearing and consider a request by Natural Development Austin, LLC, on behalf of LCSM Ph 1-2, LLC, for a zoning change from “FD” Future Development to “SF-4.5” Single Family – 4.5, for approximately 56.923 acres, more or less, out of the John Williams Survey, Abstract 490, Hays County, generally located west of the intersection of Old Ranch Road 12 and Wonder World Drive.

The San Marcos Planning and Zoning Commission will consider the above request at an upcoming public hearing and will either approve or deny the request. This recommendation will be forwarded to the San Marcos City Council. Before making a decision, the Commission and Council will hold public hearings to obtain citizen comments. Because you are listed as the owner of property located within 400 feet of the subject property, we would like to notify you of the following public hearings and seek your opinion of the request:

- A public hearing will be held at the Planning Zoning Commission Meeting on **Tuesday, January 28, 2020** at 6:00 p.m. in the Council Chambers in City Hall, 630 East Hopkins.
- A public hearing will be held at the City Council Meeting on **Tuesday, February 18, 2020** at 6:00 p.m. in the Council Chambers in City Hall, 630 East Hopkins.

All interested citizens are invited to attend and participate in the public hearing. If you cannot attend but wish to comment, you may write to the below address. Your written comments will be given to the Planning & Zoning Commission and City Council if they are received before 5 PM on the day of the meeting.

Development Services-Planning
630 East Hopkins
San Marcos, TX 78666
planninginfo@sanmarcostx.gov

For more information regarding this request, contact the case manager, Alison Brake, at 512.393.8232. When calling, please refer to case number ZC-20-01.

The City of San Marcos does not discriminate on the basis of disability in the admission or access to its services, programs, or activities. Individuals who require auxiliary aids and services for this meeting should contact the City of San Marcos ADA Coordinator at 512-393-8000 (voice) or call Texas Relay Service (TRS) by dialing 7-1-1. Requests can also be faxed to 512-393-8074 or sent by e-mail to ADArequest@sanmarcostx.gov
ZONING CHANGE, OVERLAY OR ESTABLISHMENT OF A HISTORIC DISTRICT/LANDMARK APPLICATION

CONTACT INFORMATION

<table>
<thead>
<tr>
<th>Applicant's Name</th>
<th>Doug Goss</th>
<th>Property Owner</th>
<th>LCSM Ph 1-2, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company</td>
<td>Natural Development</td>
<td>Company</td>
<td>LCSM Ph 1-2, LLC</td>
</tr>
<tr>
<td>Applicant's Mailing Address</td>
<td>11612 FM 2244, Bldg 1, Ste 140, Austin, TX 78738</td>
<td>Owner's Mailing Address</td>
<td>303 Colorado, Ste 2300, Austin, TX 78701</td>
</tr>
<tr>
<td>Applicant's Phone #</td>
<td>512-402-1790</td>
<td>Owner's Phone #</td>
<td>512-457-8000</td>
</tr>
<tr>
<td>Applicant's Email</td>
<td><a href="mailto:dougg@nd-austin.com">dougg@nd-austin.com</a></td>
<td>Owner's Email</td>
<td><a href="mailto:ericw@nd-austin.com">ericw@nd-austin.com</a></td>
</tr>
</tbody>
</table>

PROPERTY INFORMATION

Subject Property Address(es): W. Centerpoint Road and Copper Sage Drive (east side of W. Centerpoint Road)

Legal Description: Lot ALL Block ALL Subdivision La Cima Phase 1, Section 2

Total Acreage: 56.923

Preferred Scenario Designation: 

Existing Zoning: NA

Existing Land Use(s): Agriculture--wildlife exemption

DESCRIPTION OF REQUEST

Proposed Zoning District(s): SF 4.5

Proposed Land Uses / Reason for Change: City requiring annexation upon platting per development agreement

AUTHORIZED

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* $1,057 plus $100 per acre Technology Fee $13 MAXIMUM COST $3,013

*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/

Planning & Development Services • 630 East Hopkins • San Marcos, Texas 78666 • 512-393-8230
PROPERTY OWNER AUTHORIZATION

I, Bryan Lee, Manager (owner name) on behalf of LCSM Ph. 1-2, LLC (company, if applicable) acknowledge that I/we am/are the rightful owner of the property located at W. Centerpoint Road and Copper Sage (address).

I hereby authorize Doug Goss (agent name) on behalf of Natural Development (agent company) to file this application for Zoning (application type), and, if necessary, to work with the Responsible Official / Department on my behalf throughout the process.

Signature of Owner: [Signature] Date: 12-5-19

Printed Name, Title: Bryan Lee, Manager

Signature of Agent: [Signature] Date: 11/5/2019

Printed Name, Title: Doug Goss, Project Manager

Form Updated October, 2019
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 $91 plus a $13 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 $91 plus a $13 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: [Signature]
Date: 12/5/19
Print Name: Arfon Wilson

Form Updated October, 2019
FIELD NOTES DESCRIPTION

DESCRIPTION OF 56.923 ACRES OF LAND IN THE JOHN WILLIAMS SURVEY, A-490, HAYS COUNTY, TEXAS, BEING A PORTION OF A CERTAIN CALLED 58.636 ACRE TRACT DESCRIBED IN THE DEED TO LCSM PH. 1-2, LLC OF RECORD IN INSTRUMENT NO. 17017222, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SIAD 58.636 ACRE TRACT BEING A PORTION OF A CERTAIN CALLED 649.592 ACRE TRACT DESCRIBED IN THE DEED TO LAZY OAKS RANCH, LP OF RECORD IN VOLUME 4877, PAGE 632, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 56.923 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ¼-inch iron rod with a plastic cap stamped “BCG” set in the southeast line of the said 649.592 acre tract and the northwest line of a certain called 311.74 acre tract described in the deed to Claud Kern Wildenthal of record in Volume 1385, Page 398, Official Public Records of Hays County, Texas, for the south corner of a certain called 5,000 acre tract described in Exhibit C, reservation for exploration, exploitation and/or production of oil/gas or minerals, of record in said Volume 4877, Page 632, Official Public Records of Hays County, Texas, for a northeast corner of the said 58.636 acre tract and for a northeast corner and POINT OF BEGINNING of the tract described herein, from which a ¼-inch iron rod with a plastic cap stamped “BCG” previously set at an angle point in the southeast line of the said 649.592 acre tract and the northwest line of the said 311.74 acre tract bears N 45°32'23" E, a distance of 836.08 feet;

THENCE S 45°32'23" W, with the southeast line of the said 58.636 acre tract and the northwest line of the said 311.74 acre tract, with the southeast line of the tract described herein, a distance of 1,011.20 feet to a ¼-inch iron rod with a plastic cap stamped “BCG” set for the south corner of the said 58.636 acre tract and of the tract described herein, from which a 6-inch cedar fence post found at an angle point in the southeast line of the said 649.592 acre tract and the northwest line of the said 311.74 acre tract bears S 45°32'23" W, a distance of 5,336.80 feet;

THENCE N 08°46'59" W leaving the northwest line of the said 311.74 acre tract, crossing the said 649.592 acre tract, with the west line of the said 58.636 acre tract and of the tract described herein a distance of 269.69 feet to a ¼-inch iron rod with a plastic cap stamped “BCG” set for an angle point in the west line of the tract described herein;

THENCE crossing the said 58.636 acre tract and continuing across the said 649.592 acre tract, with the west line of the tract described herein, the following eight (8) courses and distances:

1. N 00°55'44" W, a distance of 241.78 feet to a ¼-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

2. N 01°43'52" W, a distance of 88.35 feet to a ¼-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

3. N 09°27'36" W, a distance of 130.16 feet to a ¼-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

4. N 12°02'57" W, a distance of 320.26 feet to a ¼-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

5. N 24°03'48" W, a distance of 137.75 feet to a ¼-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

6. N 29°44'01" W, a distance of 172.57 feet to a ¼-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

7. N 36°16'25" W, a distance of 99.57 feet to a ¼-inch iron rod with plastic cap stamped “BCG” previously set for an angle point, and
8. N 43°14'53" W, a distance of 82.50 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set in the southeast right-of-way line of West Centerpoint Road, a variable-width right-of-way, called 45.839 acres and described in the street deed to Hays County, Texas, of record in Volume 5310, Page 161, Official Public Records of Hays County, Texas, for the northwest corner of the tract described herein;

THENCE continuing across the said 649.592 acre tract, with the southeast right-of-way line of said West Centerpoint Road, with the northwest line the said 58.636 acre tract and of the tract described herein, the following twenty (20) courses and distances:

1. N 13°47'53" E, a distance of 162.99 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point of non-tangent curvature,

2. with the arc of a curve to the left, having a radius of 1,015.00 feet, an arc length of 55.59 feet, and a chord which bears N 39°06'44" E, a distance of 55.58 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point of reverse-curvature,

3. with the arc of a curve to the right, having a radius of 20.00 feet, an arc length of 29.76 feet, and a chord which bears N 80°10'00" E, a distance of 27.09 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

4. N 36°21'31" E, a distance of 60.12 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point of non-tangent curvature,

5. with the arc of a non-tangent curve to the right, having a radius of 20.00 feet, an arc length of 31.61 feet, and a chord which bears N 11°56'15" W, a distance of 28.42 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point-of-tangency,

6. N 33°20'06" E, a distance of 34.25 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

7. N 41°29'53" E, a distance of 22.65 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point-of-curvature,

8. with the arc of a non-tangent curve to the left, having a radius of 250.00 feet, an arc length of 89.33 feet, and a chord which bears N 31°15'40" E, a distance of 88.86 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point-of-tangency,

9. N 33°20'06" E, a distance of 323.11 feet to a ½-inch iron rod with plastic cap stamped "BCG" set for a point-of-curvature,

10. with the arc of a curve to the left, having a radius of 1,535.00 feet, an arc length of 269.37 feet, and a chord which bears N 28°18'28" E, a distance of 269.02 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point-of-tangency,

11. N 23°16'50" E, a distance of 106.62 feet to a ½-inch iron rod with a plastic cap stamped "BCG" previously set for a point-of-curvature,

12. with the arc of a curve to the right, having a radius of 20.00 feet, an arc length of 31.42 feet, and a chord which bears N 68°16'50" E, a distance of 28.28 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

13. N 23°16'50" E, a distance of 60.00 feet a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point of non-tangent curvature,

14. with the arc of a curve to the right, having a radius of 20.00 feet, an arc length of 31.42 feet, and a chord which bears N 21°43'10" W, a distance of 28.28 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point-of-tangency,
15. N 23°16'50" E, a distance of 140.14 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point-of-curvature,

16. with the arc of a curve to the right, having a radius of 715.00 feet, an arc length of 632.32 feet, and a chord which bears N 48°36'56" E, a distance of 611.91 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point of compound-curvature,

17. with the arc of a curve to the right, having a radius of 20.00 feet, an arc length of 32.85 feet, and a chord which bears S 59°00'02" E, a distance of 29.28 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

18. N 77°50'53" E, a distance of 60.00 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point of non-tangent curvature,

19. with the arc of a curve to the right, having a radius of 20.00 feet, an arc length of 32.32 feet, and a chord which bears N 34°20'37" E, a distance of 28.92 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point of tangency, and

20. N 80°38'20" E, a distance of 262.13 feet to a ½-inch iron rod with plastic cap stamped "BCG" set for the northerly northeast corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "BCG" previously set for the northeast corner of the said 58.636 acre tract bears N 80°38'20" E, a distance of 13.06 feet;

THENCE leaving the southeast right-of-way line of said West Centerpoint Road and crossing the said 58.636 acre tract, with the east line of the tract described herein, the following five (5) courses and distances:

1. S 03°11'10" W, a distance of 1,461.22 feet to a ½-inch iron rod with a plastic cap stamped "BCG" set for an angle point,

2. S 13°10'56" W, a distance of 91.81 feet to a ½-inch iron rod with a plastic cap stamped "BCG" set for an angle point,

3. S 22°56'08" W, a distance of 39.67 feet to a ½-inch iron rod with a plastic cap stamped "BCG" set for an angle point,

4. S 22°14'34" W, a distance of 53.71 feet to a ½-inch iron rod with a plastic cap stamped "BCG" set for an angle point, and

5. S 22°05'52" W, a distance of 63.16 feet to a ½-inch iron rod with a plastic cap stamped "BCG" set in the north line of the said 5.000 acre tract, same being an angle point in the east line of the tract described herein;

THENCE continuing across the said 649.592 acre tract, with the north and west lines of the said 5.000 acre tract, with a southeast and northeast line of the said 58.636 acre tract and of the tract described herein, the following two (2) courses and distances:

1. S 45°32'23" W, a distance of 663.91 feet to a ½-inch iron rod with a plastic cap stamped "BCG" set for the west corner of the said 5.000 acre tract, same being a re-entrant corner of the tract described herein, and

2. S 44°27'37" E, a distance of 400.00 feet to the POINT OF BEGINNING and containing 56.923 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN2327(jb)
H:\Survey\FieldNotes\FN-2000s\FN2327(jb).doc
The State of Texas  
County of Travis  

Know all men by these presents

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the months of December 2013 through December 2019, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 30th day of December 2019 A.D.

Bowman Consulting Group, Ltd.  
Austin, Texas 78746  

[Signature]

John D. Barnard  
Registered Professional Land Surveyor  
No. 5749 – State of Texas
ZC-20-01 (La Cima, Phase 1, Section 2)
Receive a Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-XX, amending the Official Zoning Map of the City by rezoning approximately 56.923 acres, more or less, out of the John Williams Survey, Abstract 490, Hays County, generally located west of the intersection of Old Ranch Road 12 and Wonder World Drive from “FD” Future Development to “SF-4.5” Single Family – 4.5, and including procedural provisions; and consider approval of Ordinance 2020-XX on the first of two readings.
Location:

- Approximately 56.923 acres

- **Current Configuration:** Vacant / Agricultural land

- Surrounding uses include:
  - Single-family (ETJ)
  - San Marcos Academy
  - Vacant / rural

- Located outside the City Limits (Extraterritorial Jurisdiction)
Context & History

• **Existing Zoning:** Outside City Limits (ETJ)

• **Proposed Zoning:** Single Family – 4.5 (SF-4.5)

• Proposed SF-4.5 zoning allows for residential uses

• Annexation request is being processed concurrently for property located outside City Limits
  
  • FD zoning is default classification for newly annexed land.
Comprehensive Plan Analysis

Step 1: Where is the property located on the Comprehensive Plan?

Located in a Low Intensity Zone

“Low Intensity Areas are varied and diverse with respect to environmental sensitivity and development suitability of the land. They are generally made up of larger undeveloped tracts of land where the preservation of sensitive environmental areas, flood hazard areas and agricultural lands should be considered as part of any development proposal. Development in these areas should be guided by the Land Use Suitability Map of the Comprehensive Plan.” (4.1.1.6)
Comprehensive Plan Analysis

Step 2: Is the request consistent with the Comprehensive Plan / District Translation Table?

Applicant is requesting “Conventional Residential” (SF-4.5) within a Low Intensity Zone. Development Agreement in place prior to Code SMTX adoption. Zoning request is consistent with existing Development Agreement.
SF-4.5 Zoning Analysis:

- SF-4.5 zoning is primarily intended to accommodate single family detached houses with a minimum lot size of 4,500 square feet. Uses that would substantially interfere with the residential nature of the district are not allowed.

- **Allowable Building Types:** House, Cottage, Accessory Dwelling Unit, Civic Building

- Proposed rezoning aligns with vision of the Comprehensive Plan, which states that the community needs diversified housing options.

- The property is vacant.
Environmental Analysis

• Not located in floodplain; floodplain is adjacent

• Existing development standards within Development Agreement to mitigate for impact to natural features
**Staff Recommendation:**

At their January 28, 2020 meeting, the Planning and Zoning Commission recommended approval of the zoning change with a 9-0 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 “SF-4.5” Single Family – 4.5
### Zoning District Comparison Chart

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Zoning Description</strong></td>
<td>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.</td>
<td>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.</td>
</tr>
<tr>
<td><strong>Uses</strong></td>
<td>Residential (See Land Use Matrix)</td>
<td>Residential (See Land Use Matrix)</td>
</tr>
<tr>
<td><strong>Parking Location</strong></td>
<td>No location standards</td>
<td>No location standards</td>
</tr>
<tr>
<td><strong>Parking Standards</strong></td>
<td>2 spaces per dwelling unit (Single Family Detached)</td>
<td>2 spaces per dwelling unit (Single Family Detached)</td>
</tr>
<tr>
<td><strong>Max Residential Units per acre</strong></td>
<td>0.4 units per acre (max)</td>
<td>7.5 units per acre (max)</td>
</tr>
<tr>
<td><strong>Occupancy Restrictions</strong></td>
<td>N/A</td>
<td>Restricted to a family and up to one other person who is not related to any of the other family members by blood, legal adoption, marriage, or conservatorship</td>
</tr>
<tr>
<td><strong>Landscaping</strong></td>
<td>Tree and shrub requirements</td>
<td>Tree and shrub requirements</td>
</tr>
<tr>
<td><strong>Building Height (max)</strong></td>
<td>2 stories</td>
<td>2 stories</td>
</tr>
<tr>
<td><strong>Setbacks</strong></td>
<td>Based on Zoning District</td>
<td>Based on Zoning District</td>
</tr>
<tr>
<td><strong>Impervious Cover (max)</strong></td>
<td>30%</td>
<td>60%</td>
</tr>
<tr>
<td><strong>Lot Sizes</strong></td>
<td>Allows a variety of lot sizes depending on Building Type.</td>
<td>Allows a variety of lot sizes depending on Building Type.</td>
</tr>
<tr>
<td><strong>Streetscapes</strong></td>
<td>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.</td>
<td>Residential Street: 5’ sidewalk, street trees every 35’ on center average, 7’ planting area between sidewalk and street required.</td>
</tr>
<tr>
<td><strong>Blocks</strong></td>
<td>No Block Perimeter Required</td>
<td>3,000 ft. Block Perimeter max</td>
</tr>
</tbody>
</table>
AGENDA CAPTION:
Consider approval of Ordinance 2020-07, on the second of two readings, amending section 2.191 of the San Marcos City Code relating to the composition of the Historic Preservation Commission; including procedural provisions; providing for the repeal of any conflicting provisions; and providing an effective date.

Meeting date: March 3, 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: On February 4, 2020, the City Council held a discussion regarding the recommendation of the Historic Preservation Commission (HPC) to amend section 2.191 of the City Code to change the qualifications for membership on the commission. Following its discussion, the City Council directed staff to bring back an ordinance for consideration based on the HPC’s recommendation. Approved on 1st Reading at February 18, 2020 City Council Meeting

City Council Strategic Initiative: N/A

Comprehensive Plan Element(s):
☐ Economic Development
☐ Environment & Resource Protection
☐ Land Use
☐ Neighborhoods & Housing
☐ Parks, Public Spaces & Facilities
☐ Transportation
☐ Core Services
Background Information:
Per Section 2.191 of the City Code and Article 3(C) of the Commission bylaws, the Historic Preservation Commission shall consist of seven members appointed by the City Council. The composition of the Commission currently is as follows:

1. Two members shall be residents of the City, or shall be employed in the City.
2. Two members shall be citizens of the City with a demonstrated interest in the history of the City of San Marcos.
3. Two members shall be property owners or residents from one of the Historic Districts designated in the Development Code, other than the downtown Historic District. The city council shall endeavor to rotate appointments evenly among the districts.
4. One member shall be a property owner, business owner, or resident of the downtown Historic District.
5. If possible, at least two members shall be from the disciplines of architecture, history, archaeology, or other disciplines related to historic preservation.

Recommendation Resolution 2020-01RR was approved at the January 2, 2020 regular meeting of the Historic Preservation Commission. The resolution proposed amending the qualifications listed in Section 2.191 to better meet the historic preservation needs of the City and make appointments to the Commission easier.

The draft ordinance amending Section 2.191 of the City Code is attached. The proposed ordinance is consistent with the recommendation of the HPC and the direction of City Council.

The bylaws of the Historic Preservation Commission will be amended to reflect the ordinance changes and approved at a future Commission meeting.

Council Committee, Board/Commission Action:
The Historic Preservation Commission unanimously approved Recommendation Resolution 2020-01RR at the January 2, 2020 regular meeting.
ORDINANCE NO. 2020-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING SECTION 2.191 OF THE SAN MARCOS CITY CODE RELATING TO THE COMPOSITION OF THE HISTORIC PRESERVATION COMMISSION; INCLUDING PROCEDURAL PROVISIONS; PROVIDING FOR THE REPEAL OF ANY CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Section 2.191 of the San Marcos City Code is hereby amended to read as set forth below. Added text is indicated by underlining and deleted text is indicated by strikethroughs.

Sec. 2.191. Composition; term.

(a) Composition. The historic preservation commission shall consist of seven members appointed by the city council from the following sources:

(1) Members shall be residents of the city, or shall be employed in the city, and shall demonstrate an interest in the history of the City of San Marcos.

(2) Three members shall be property owners or residents from one of the Historic Districts designated in the Development Code.

(3) The city council shall endeavor to maintain a downtown representative and rotate appointments evenly among the districts.

(4) The city council shall endeavor to appoint members from the disciplines of architecture, history, archaeology, or other disciplines related to historic preservation.

(b) Term of office. The members of the Historic Preservation Commission shall serve three-year staggered terms. Three members shall be appointed in one year. Two members shall be appointed in the next year and two members shall be appointed in the third year. An appointment to fill a vacancy shall be for the unexpired term.

SECTION 2. 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 3. 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 4. All ordinances and resolutions or parts of ordinances or resolutions in conflict with this ordinance are repealed.

SECTION 5. This ordinance shall be effective upon its adoption on second reading.

PASSED AND APPROVED on first reading on February 18, 2020.


Jane Hughson
Mayor

Attest: Approved:

Tammy K. Cook Michael Cosentino
Interim City Clerk City Attorney
RECOMMENDATION RESOLUTION

Historic Preservation Commission

Recommendation Number: (2020-01RR): Recommending an amendment to the qualifications for membership on the Historic Preservation Commission.

WHEREAS, the City’s Comprehensive Plan, “Vision San Marcos: A River Runs Through Us,” recognizes that the citizens of San Marcos “are conscious of preserving our rich historical past and will pursue future cultural enrichment”; and

WHEREAS, toward that end, the City boasts seven locally designated historic districts and eight locally designated landmarks while other structures and sites have been recognized at the national and state levels for their historical or cultural significance; and

WHEREAS, the qualifications for membership on Historic Preservation Commission were first codified in 1984; and

WHEREAS, the Historic Preservation Commission believes that the current qualifications established by ordinance should be updated to encourage broader opportunities for membership on and participation in the decisions of the Commission; and

WHEREAS, broadening opportunities for membership on and participation in the decisions of the Historic Preservation Commission would, ultimately, advance the goals of the Comprehensive Plan, and preservation of the City’s historical and cultural resources for future generations.

NOW, THEREFORE, BE IT RESOLVED that the Historic Preservation Commission recommends that the San Marcos City Council consider amending Section 2.191 of the City Code to update the qualifications for membership on the Historic Preservation Commission substantially in the form attached.

Date of Approval: January 2, 2020

Record of the vote:

Attest: ____________________________
Griffin Spell, Chair, Historic Preservation Commission
Proposed Amendment

DIVISION 7. - HISTORIC PRESERVATION COMMISSION

Sec. 2.191. - Composition; term.

(a) Composition. The historic preservation commission shall consist of seven members appointed by the city council from the following sources:

1. Two members shall be residents of the city, or shall be employed in the city. Members shall be residents of the city, or shall be employed in the city, and shall demonstrate an interest in the history of the City of San Marcos. The city council shall endeavor to appoint members from the disciplines of architecture, history, archaeology, or other disciplines related to historic preservation.

2. Two members shall be citizens of the City with a demonstrated interest in the history of the City of San Marcos. Three members shall be property owners or residents from one of the Historic Districts designated in the Development Code. The city council shall endeavor to maintain a downtown representative and rotate appointments evenly among the districts.

3. Two members shall be property owners or residents from one of the Historic Districts designated in the Development Code, other than the downtown Historic District. The city council shall endeavor to rotate appointments evenly among the districts.

4. One member shall be a property owner, business owner, or resident of the downtown Historic District.

5. If possible, at least two members shall be from the disciplines of architecture, history, archaeology, or other disciplines related to historic preservation.

(b) Term of office. The members of the Historic Preservation Commission shall serve three-year staggered terms. Three members shall be appointed in one year. Two members appointed in the next year and two appointed in the third year. An appointment to fill a vacancy shall be for the unexpired term.

(source=ordbank" web="yes">2018-04 , § 5, 4-17-18)

Sec. 2.192. - Rules and regulations.

The historic preservation commission shall elect from its membership a chair who shall serve for a term of one year and who shall be eligible for reelection. The chair shall preside over the historic preservation commission and shall have the right to vote.

(source=ordbank" web="yes">2018-04 , § 5, 4-17-18)

Secs. 2.193—2.210. - Reserved
Amendment to Qualification for Membership on Historic Preservation Commission

Consider Ordinance 2020-XX amending the qualifications for membership on the Historic Preservation Commission.
Sec. 2.191. - Composition; term.

(a) Composition. The historic preservation commission shall consist of seven members appointed by the city council from the following sources:

(1) Two members shall be residents of the city, or shall be employed in the city. Members shall be residents of the city, or shall be employed in the city, and shall demonstrate an interest in the history of the City of San Marcos.

(2) Two members shall be citizens of the City with a demonstrated interest in the history of the City of San Marcos. Three members shall be property owners or residents from one of the Historic Districts designated in the Development Code.

(3) Two members shall be property owners or residents from one of the Historic Districts designated in the Development Code, other than the downtown Historic District. The city council shall endeavor to rotate appointments evenly among the districts. The city council shall endeavor to maintain a downtown representative and rotate appointments evenly among the districts.

(4) The city council shall endeavor to appoint members from the disciplines of architecture, history, archaeology, or other disciplines related to historic preservation.

(4) One member shall be a property owner, business owner, or resident of the downtown Historic District.

(5) If possible, at least two members shall be from the disciplines of architecture, history, archaeology, or other disciplines related to historic preservation.
AGENDA CAPTION:
Consider approval of Resolution 2020-32R, approving an agreement with Texas State University, San Marcos Consolidated Independent School District, and Hays County providing for the joint funding of a contract with Community Action, Inc. of Central Texas to provide personnel to serve as a youth services director to administer youth services and programs for the benefit of the City and such entities; authorizing the City Manager or his designee to execute the agreement; and declaring an effective date.
Meeting date: March 3, 2020

Department: Parks and Recreation Department

Amount & Source of Funding
Funds Required: N/A
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: On September 17, 2019 the City Council provided direction to staff to move forward with a proposed concept to contract with a local non-profit organization for a period of two-years, and execute the funding and hiring of this full-time, executive level position. Postponed at the February 18, 2020 City Council Meeting.

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

Background Information:

Representatives from the Core 4 entities, the City of San Marcos, Hays County, San Marcos Consolidated Independent School District, and Texas State University, met on August 9, 2019 to discuss the implementation of the Youth Master Plan. Discussions were held regarding the need for a high-level position dedicated to the implementation and organization of the Youth Master Plan and its initiatives.

On September 17, 2019 the City Council provided direction to staff to move forward with a proposed concept to contract with a local non-profit organization for a period of two-years, and execute the funding and hiring of this full-time, executive level position.

On December 16, 2019 the SMCISD Board of Trustees voted to approve the overall initiative, including the financial contribution.

During Texas State University’s budget process during the Fall of 2019 they too approved the overall initiative and the financial contribution.

On January 21, 2020 the Hays County Commissioners Court voted to approve the overall initiative, including the financial contribution.

The City of San Marcos will fund 50% of this position and the other three entities equally funding the balance. The anticipated cost to Core 4 partners is a not to exceed amount of $20,000 per year.

While all entities will work with this position, the City of San Marcos will be the contracting agent with Community Action Inc of Central Texas. Once the contract has been approved by both parities the City will be seeking formal collaboration through a Memorandum of Agreement with our Core 4 partners.

The following are the draft deliverables that Community Action is expected to perform as part of this endeavor:

- Partner with Texas State University, San Marcos CISD, and community-based organizations to develop out-of-school time programming focused on building a college-going and career-ready culture and increasing levels of post-secondary educational attainment among teenagers throughout Hays County

- Work in tandem with the Core 4 and members of the community at large, to develop and implement a sustainable, community-wide mentoring program for teens focused on goal-setting and educational achievement grounded in research and best-practices
- Provide quarterly progress reports on deliverables, budget, research metrics, and program implementation to members of the Core 4 entities

- Work with Texas State University faculty in conducting research on programs that produce positive mental health outcomes in young people, collect relevant social statistics, and develop indicative longitudinal metrics to gauge efficacy of programming

- Work with Core Four partners to establish best practices for working with youth around the intersection of mental health and school safety

- Work with Hays County to pilot a juvenile diversion program that incorporates preventative mental health programming and creates pathways for post-secondary success

- Provide opportunities for Texas State University faculty to conduct local research on issues pertaining to mentoring, poverty, family, at-risk youth, and children work with the Early Childhood Coalition of Hays County to promote kindergarten readiness.

**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, APPROVING AN AGREEMENT WITH TEXAS STATE UNIVERSITY, SAN MARCOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, AND HAYS COUNTY PROVIDING FOR THE JOINT FUNDING OF A CONTRACT WITH COMMUNITY ACTION, INC. OF CENTRAL TEXAS TO PROVIDE PERSONNEL TO SERVE AS A YOUTH SERVICES DIRECTOR TO ADMINISTER YOUTH SERVICES AND PROGRAMS FOR THE BENEFIT OF THE CITY AND SUCH ENTITIES; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The attached Agreement with Texas State University, San Marcos Consolidated Independent School District, and Hays County is approved.

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

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


Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk
 AGREEMENT TO PROVIDE JOINT FUNDING FOR THE PROVISION OF YOUTH SERVICES

As of _________________, 2020 (the “Effective Date”) the City of San Marcos (the “City”) and Texas State University (the “University”), San Marcos Consolidated Independent School District (the “SMCISD”), and Hays County enter into this agreement (the “Agreement”), for the creation and joint funding of a youth services director to administer youth services and programs on behalf of and for the mutual benefit of the parties to this Agreement.

I. RECITALS:

1.1. The City, the University, SMCISD, and Hays County (hereinafter, the “Core 4” or the “Parties,” or individually, a “Party”) wish to establish youth programming that will include information on the benefits of a post-secondary education and continuing education beyond a high school diploma.

1.2. The Core 4 wish to work cooperatively to create educational links between each of them in order to continue the Bobcat Promise and to foster better communications.

1.3. Representatives of the “Core 4” and other youth-service agencies will occupy seats on the San Marcos Commission on Children and Youth (the “Commission”), which will provide leadership and oversight for ongoing collaborative youth services planning for San Marcos area youth.

1.4. The Core 4 wish to jointly fund the creation of a youth services director (the “Director”) that will be responsible for administering and delivering programs for youth in the community and other related services agreed to by the Core 4.

1.5. The Core 4 wish to designate the City as the Party responsible for contracting with Community Action, Inc. to provide the personnel to serve as the Director.

1.6. For the reasons stated above, and in consideration of the mutual covenants and promises contained herein, the parties enter into this agreement.

II. AGREEMENT

2.1. City Agreements. The City agrees to:

2.1.1. Subject to each Party’s advance review and written approval, execute a contract with Community Action, Inc. to procure the services of and set the terms of compensation of the Director in an amount not to exceed $90,000.00 for the wages or salary, and the cost of benefits for the person serving as the Director, plus an amount up to $20,000.00 for associated administrative and program expenses, for a total contract amount not to exceed $110,000.00.

2.1.2. Manage the contract with Community Action, Inc. and the day to day
activities of the Director, and provide staff support to the Commission for implementation of the Youth Master Plan.

2.1.3. Contribute funding toward the compensation to be paid to Community Action, Inc. under said contract for Director services with the City as follows: a) no less than 50 percent of the wages or salary, plus the cost of benefits paid to the person serving as the Director; and b) up to $5,000.00 for associated administrative and program expenses, contingent on the availability of funding.

2.1.4. Deliver one or more invoices to the each of the Parties for payment of each Party’s share (as described in paragraph 2.1.3) of amounts owed by the City under its contract with Community Action, Inc for the services of the Director.

2.1.5. Meet with the Core 4 at least once annually, outside of the Commission meetings, to: a) establish the scope of work and compensation of Community Action, Inc. for the Director services to be contracted with the City; b) evaluate the performance of Community Action, Inc. under said contract; and c) set common goals, including the promotion of post-secondary educational opportunities, for the upcoming year's work.

2.1.6. Designate a representative authorized to act on the City’s behalf in relation to the obligations under this Agreement.

2.2. University, SMCISD and Hays County Agreements: The University, SMCISD, Hays County agree to:

2.2.1. Each contribute funding toward the compensation to be paid to Community Action, Inc. under said contract for Director services with the City as follows: a) no less than one-third of the remaining 50 percent of the wages or salary, plus the cost of benefits paid to the person serving as the Director; and b) up to $5,000.00 for associated administrative and program expenses, contingent on the availability of funding.

2.2.2. Each make such contributions by paying the City directly 15 days after the receipt of one or more invoices from the City for amounts owed by the City under its contract with Community Action, Inc for the services of the Director.

2.2.3. Meet with the Core 4 at least once annually, outside of the Commission meetings, to: a) establish the scope of work and compensation of Community Action, Inc. for the Director services to be contracted with the City; b) evaluate the performance of Community Action, Inc. under said contract; and c) set common goals, including the promotion of post-secondary educational opportunities, for the upcoming year's work.

2.2.4. Each designate a representative authorized to act on their behalf in relation to their respective obligations under this Agreement.
III. TERM

The term of this Agreement will commence on the Effective Date and will continue for two years unless sooner terminated in accordance with other terms of this Agreement.

IV. MISCELLANEOUS PROVISIONS

4.1. Cooperation. The Parties agree to cooperate with each other in good faith at all times during the term of this Agreement in order to achieve the purposes and intent of this Agreement. Each Party to this Agreement acknowledges and represents that this Agreement has been executed by its duly authorized representative.

4.2. Funding. The Parties acknowledge that funding under this Agreement will be made from current revenues legally available to each of the Parties.

4.3. 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 all Parties. No Party may assign this Agreement without the written consent of the other Parties.

4.4. Invalid Provisions; Severability. Should any provision in this Agreement be found or deemed invalid by a court of competent jurisdiction, this Agreement will be construed as not containing the provision and all other provisions that are otherwise lawful will remain in full force and effect, and to this end, the provisions of this Agreement are declared severable.

4.5. Applicable Law. This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising under this Agreement is in Hays County, Texas.

4.6. Public Information Act. The Parties are governed by the Texas Public Information 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.

4.7. Termination. Any Party may terminate this Agreement by giving at least 60 days’ advance written notice of termination to the other Parties. In such event, the terminating Party shall remain responsible for payment to the City of its share of funding for any amounts due to Community Action, Inc. under its Youth Services Director contract with the City through the actual date such contract may be and is terminated by the City as a result of the Party’s termination under this paragraph. After termination of this Agreement, each Party shall be reimbursed their respective share of any unexpended funds held by the City, if any.

4.8. Binding Effect; Assignment. This Agreement shall take effect immediately upon the Effective Date and shall inure to the benefit of and be binding upon the administrators, successors and assigns of the Parties. The City, the Parties will not assign or transfer any interest in this Agreement.

4.9. Limitation on Liability and Immunity. The Parties each reserve their applicable
4.9. **Amendments.** This Agreement, including appendices and referenced attachments represents the entire and integrated Agreement between the City, the University, SMCISD, and Hays County and supersedes all prior proposals, negotiations, representations or agreements either written or oral between the parties. This Agreement may be amended only by separate written instrument approved by the Parties.

4.10. **Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered by email, hand-delivery, or by certified mail to the addresses for each Party as follows:

City of San Marcos: Director of Parks and Recreation  
City of San Marcos  
630 E. Hopkins  
San Marcos, Texas 78666  
dwells@sanmarcostx.gov

Texas State University: Finance and Support Services  
Texas State University  
601 University Drive, JCK 920  
San Marcos, TX 78666  
[insert email]

San Marcos Consolidated Independent School District: SMCISD  
XXXXX  
San Marcos, Texas 78666  
[insert email]

Hays County: XXXX  
XXXX  
San Marcos, TX 78666  
[insert email]

A Party may change the address or contact information for notice by providing written notice of such change to the other Parties.

**EXECUTED by the Parties to be effective as of the Effective Date first written above.**

[**SIGNATURES ON THE FOLLOWING PAGES**]
CITY OF SAN MARCOS:

By: __________________________

Name: _________________________

Title: _________________________
TEXAS STATE UNIVERSITY:

By: __________________________

Name: _________________________

Title: _________________________
SAN MARCOS CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT:

By:  ____________________________

Name:  ____________________________

Title:  ____________________________
HAYS COUNTY:

By: ________________________

Name: ______________________

Title: ______________________
AGENDA CAPTION:
Consider approval of Resolution 2020-33R, approving an agreement with Community Action, Inc. of Central Texas to provide personnel to serve as a Youth Services Director to administer Youth Services and Programs for the benefit of the City, Texas State University, San Marcos Consolidated Independent School District, and Hays County in an amount not to exceed $110,000.00, to be jointly funded by the City and such other entities, with a participation amount for the City not to exceed $50,000.00; authorizing the City Manager or his designee to execute the agreement; and declaring an effective date.

Meeting date: March 3, 2020

Department: Parks and Recreation

Amount & Source of Funding
Funds Required: $50,000 (not to exceed)
Account Number: 10001280.54275
Funds Available: $78,938.32
Account Name: Youth Initiatives

Fiscal Note:
Prior Council Action: The City Council approved the Youth Master Plan with the adoption of Resolution 2013-145R on 09/17/2013. The San Marcos Commission on Children and Youth and San Marcos Youth Commission were created in 2013 to aid in the implementation of the Youth Master Plan. Postponed at February 18, 2020 Regular Meeting.

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.
Background Information:

The City Council approved the Youth Master Plan with the adoption of Resolution 2013-145R on 09/17/2013 following the hard work that was completed by the Core 4 (City of San Marcos, Hays County, Texas State University and San Marcos CISD) and community stakeholders throughout 2012 and 2013.

Recently the Core 4 partners were brought back together and discussions were held regarding the need for a high-level position dedicated to the implementation and organization of the Youth Master Plan and its initiatives.

The City of San Marcos will fund 50% of this position and the other three entities of the Core 4 equally funding the balance. The anticipated cost to SMCISD, Hays County and Texas State University is a not to exceed amount of $20,000 per year.

While all entities will work with this position, the City of San Marcos will be the contracting agent with Community Action Inc of Central Texas. The City will also be seeking formal collaboration through a Memorandum of Agreement with our Core 4 partners.

The following are the draft deliverables that Community Action is expected to perform as part of this endeavor:

- Partner with Texas State University, San Marcos CISD, and community-based organizations to develop out-of-school time programming focused on building a college-going and career-ready culture and increasing levels of post-secondary educational attainment among teenagers throughout Hays County

- Work in tandem with the Core 4 and members of the community at large, to develop and implement a sustainable, community-wide mentoring program for teens focused on goal-setting and educational achievement grounded in research and best-practices

- Provide quarterly progress reports on deliverables, budget, research metrics, and program implementation to members of the Core 4 entities

- Work with Texas State University faculty in conducting research on programs that produce positive...
mental health outcomes in young people, collect relevant social statistics, and develop indicative longitudinal metrics to gauge efficacy of programming

- Work with Core Four partners to establish best practices for working with youth around the intersection of mental health and school safety

- Work with Hays County to pilot a juvenile diversion program that incorporates preventative mental health programming and creates pathways for post-secondary success

- Provide opportunities for Texas State University faculty to conduct local research on issues pertaining to mentoring, poverty, family, at-risk youth, and children work with the Early Childhood Coalition of Hays County to promote kindergarten readiness

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, APPROVING AN AGREEMENT WITH COMMUNITY ACTION, INC. OF CENTRAL TEXAS TO PROVIDE PERSONNEL TO SERVE AS A YOUTH SERVICES DIRECTOR TO ADMINISTER YOUTH SERVICES AND PROGRAMS FOR THE BENEFIT OF THE CITY, TEXAS STATE UNIVERSITY, SAN MARCOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, AND HAYS COUNTY IN AN AMOUNT NOT TO EXCEED $110,000.00, TO BE JOINTLY FUNDED BY THE CITY AND SUCH OTHER ENTITIES, WITH A PARTICIPATION AMOUNT FOR THE CITY NOT TO EXCEED $50,000.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The attached agreement with Community Action, Inc. of Central Texas is approved.

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

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


Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk
AGREEMENT BETWEEN
THE CITY OF SAN MARCOS AND
COMMUNITY ACTION INC. OF CENTRAL TEXAS
FOR THE PROVISION OF YOUTH SERVICES

This Agreement is made as of February 18, 2020 (the “Effective Date”), by and between the City of San Marcos, Texas, a home rule municipal corporation (the “City”), and Community Action, Inc. of Central Texas, a Texas non-profit corporation (“CAI”).

In consideration of the mutual benefits to and obligations of the parties, the City and the CAI agree as follows:

ARTICLE 1
CAI’S SERVICES

1.1 CAI agrees to perform the services specifically described in Exhibit 1 and all other professional services reasonably inferable from Exhibit 1 and necessary for complete performance of CAI’s obligations under this Agreement (collectively, “CAI’s Services”). To the extent of any conflict between the terms in Exhibit 1 and this Agreement, the terms of this Agreement shall prevail.

1.2 “Additional Services” are services provided by CAI under this Agreement not included in the CAI’s Services and not reasonably inferable from CAI’s Services. Additional Services shall be provided only if authorized or confirmed in writing by the City. Prior to commencing any Additional Service, CAI shall prepare for acceptance by the City an Additional Services proposal detailing the scope of the Additional Services and the proposed fee for those services. CAI shall proceed to perform Additional Services only after written acceptance of the Additional Services proposal by the City.

1.3 Upon acceptance by the City, each Additional Services proposal and the services performed by CAI pursuant to such Additional Services proposal shall become part of this Agreement and shall be subject to all the terms and conditions of this Agreement, including terms and conditions applicable to CAI’s Services.

1.4 If a party requires a change or amendment to this Agreement or its Exhibits, the Parties agree to use the Authorization of Change in Services Form in Exhibit 2 to do so. The Authorization of Change in Services Form must be agreed to and signed by both parties before any change to this Agreement is effective.

ARTICLE 2
CAI’S RESPONSIBILITIES

2.1 CAI agrees to use CAI's best efforts, skill, judgment, and abilities so as to perform CAI's Services in an expeditious and timely manner consistent with the highest and customary professional standards of care in the Central Texas region. CAI shall at all times provide sufficient personnel meeting the qualifications in Exhibit 1 to accomplish CAI's Services in a timely manner. CAI shall manage its services, administer the delivery of CAI’s Services and coordinate other professional services as necessary for the complete performance of CAI’s obligations under this Agreement.
2.2 CAI agrees to perform CAI's Services in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the activities related to CAI’s Services.

2.3 CAI’s Services shall be reasonably accurate and free from material errors or omissions. CAI shall promptly correct any known or discovered error, omission, or other defect in the services provided by CAI without any additional cost or expense to City.

2.4 CAI shall designate a representative primarily responsible for CAI's Services. The designated representative shall act on behalf of CAI with respect to all phases of CAI's Services and shall be available as required for the benefit of the City. The designated representative shall not be changed without prior approval of the City. The contact information, including mailing and email address, for CAI’s representative(s) will be provided in writing to the City and may be amended by CAI from time to time.

2.5 For all personnel performing services under this Agreement having direct personal interaction with minors or other constituents for whom CAI’s Services are intended to benefit, the CAI shall conduct and provide to the City the results of a criminal background check conducted immediately before such personnel initially provide any services under this Agreement.

ARTICLE 3
CAI'S COMPENSATION

The compensation for CAI’s Services and CAI’s reimbursable expenses, if any, shall be as shown in Exhibit 3. The compensation for any approved Additional Services shall be as described in the additional services proposal accepted by the City

ARTICLE 4
THE CITY’S RESPONSIBILITIES

4.1 The City shall furnish required information and render approvals and decisions as expeditiously as necessary for the orderly execution of CAI's Services.

4.2 The City will designate one or more persons as its representative(s) authorized to act in the City's behalf with respect to the delivery of CAI’s Services. The contact information, including mailing and email address, for the City’s representative(s) will be provided in writing to CAI and may be amended by the City from time to time.

ARTICLE 5
PAYMENTS TO CAI

5.1 Once per each fiscal year during the term of this Agreement, the City will advance funding to CAI to fund the compensation for personnel as specified in Exhibit 3. Such funding will be provided by the City for the applicable fiscal year within 15 days after the City’s receipt of a written request for funding from CAI. For all other expenses authorized under this Agreement, CAI shall present monthly applications for payment to the City detailing any approved Additional Services performed or approved by the City to be performed or any reimbursable expenses incurred or obligated by CAI in the previous month.
5.2 The City shall promptly review any application for payment and notify CAI whether the Application is approved or disapproved, in whole or in part. City shall promptly pay CAI for all approved services and expenses. For purposes of Texas Government Code § 2251.021(a)(2), the date performance of services is completed is the date when the City's representative approves the Application for Payment.

5.3 The City shall have the right to withhold from payments due CAI such sums as are necessary to protect City against any loss or damage which may result from negligence by CAI or failure of CAI to perform its obligations under this Agreement. CAI shall submit payroll information, receipts, invoices and any other evidence which City or its designated representatives shall deem necessary to support the amount requested.

ARTICLE 6
CAI’S RECORDS

Records of CAI activities, costs and reimbursable expenses pertaining to CAI’s Services shall be available to the City or its authorized representative during business hours and shall be retained for three years after final payment under this Agreement, unless the City otherwise instructs CAI in writing. CAI’s records shall be kept on the basis of generally accepted accounting principles.

ARTICLE 7
INSURANCE

7.1 For provision of CAI’s Services, CAI shall furnish to the City Certificates of Insurance as set forth below prior to the commencement of any work hereunder and shall maintain such coverage during the full term of this Agreement.

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Statutory Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker's Compensation</td>
<td>Statutory Limits</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>$1,000,000 each occurrence</td>
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<tr>
<td></td>
<td>$1,000,000 aggregate</td>
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<tr>
<td>Comprehensive General Liability</td>
<td>$1,000,000 each occurrence</td>
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<td></td>
<td>$1,000,000 aggregate</td>
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<tr>
<td>Comprehensive Auto Liability</td>
<td>$1,000,000 each person</td>
</tr>
<tr>
<td>Bodily Injury</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$1,000,000 each occurrence</td>
</tr>
</tbody>
</table>

7.2 CAI shall include the City, Texas State University, Hays County and San Marcos Consolidated Independent School District as additional insureds on the General Liability policy, and the Worker’s Compensation policy shall include a waiver of subrogation in favor of such entities.

7.3 Required insurance shall not be cancelable without thirty (30) days’ prior written notice to City.

7.4 Upon request CAI shall furnish complete sets of its insurance policies to the City for review. If additional insurance or changes to this article are required, they shall be explicitly laid out in an Exhibit 4 and appended hereto.
ARTICLE 8
HOLD HARMLESS AND INDEMNITY

CAI shall hold the City, Texas State University, Hays County and San Marcos Consolidated Independent School District, and their respective, officers, agents and employees harmless and free from any loss, damage or expense arising out of any occurrence relating to this Agreement or its performance and shall indemnify the City, Texas State University, Hays County and San Marcos Consolidated Independent School District, and their respective officers, agents and employees, customers, agents, successors and assigns against any damage or claim of any type arising from the negligent or intentional acts or omission of CAI, its employees, agents and/or assigns.

ARTICLE 9
DISPUTE RESOLUTION

9.1 If a dispute arises out of or relates to this Agreement or these Terms and Conditions, or a breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

9.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the CAI agree to act in good faith in the selection of the mediator and consider qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and CAI will share the mediator’s fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

ARTICLE 10
TERMINATION OR SUSPENSION

10.1 This Agreement may be terminated by either party upon seven days’ written notice should the other party fail substantially to perform in accordance with its terms through no fault of the terminating party and such failure is not fully cured in the seven-day notice period. This Agreement may be terminated by the City for any reason upon 30 days’ written notice of termination to CAI. Upon receipt of such notice, CAI shall, unless the notice directs otherwise, discontinue all services in connection with the performance of this Agreement.
10.2 In the event of termination through no fault of the CAI, CAI shall be equitably compensated for all CAI Services performed and reimbursable expenses incurred prior to termination in accordance with this Agreement.

ARTICLE 11
TERM

The term of this Agreement will commence on the Effective Date and will continue for two years unless sooner terminated in accordance with applicable provisions of this Agreement.

ARTICLE 12
MISCELLANEOUS PROVISIONS

12.1 Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between CAI and City and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.

12.2 Assignment. This Agreement is a personal service contract for the services of CAI, and CAI’s interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

12.3 Applicable Law. The Agreement will be governed by and construed under the laws of the State of Texas. Any controversy, claim or dispute arising out of or relating to this Agreement will be brought in a state court of competent jurisdiction in Hays County, Texas or, if in federal court, in the United States District Court for the Western District of Texas, Austin Division.

12.4 Waiver. A delay or omission by either party in exercising any right or power under the Agreement shall not be construed as a waiver of that right or power. A waiver by either party of any term or condition of the Agreement shall not be construed as a waiver of any subsequent breach of that term or condition or of any other term or condition of the Agreement.

12.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, that determination shall not affect any other provision of this Agreement which shall be interpreted as if the invalid or unenforceable provision had not been included.

12.6 Independent Contractor. CAI recognizes that CAI is engaged as an independent contractor and acknowledges that City shall have no responsibility to provide CAI or its employees with any benefits normally associated with employee status. CAI will neither hold itself out as nor claim to be an officer, partner, employee or agent of City.

12.7 Family Code Child Support Certification. If State funds are being used in the procurement of the services described in Exhibit 1, pursuant to Section 231.006, Texas Family Code, CAI certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

12.8 Prohibition on Contracts with Companies Boycotting Israel. Pursuant to Chapter 2270 and 808, Texas Government Code, CAI certifies that it is not ineligible to receive the award of or payments
under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate. Failure to meet or maintain the requirements under this provision will be considered a material breach.

12.9 Section 2252 Compliance. Section 2252 of the Texas Government Code restricts the City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. CAI hereby certifies that is not ineligible to receive the award of or payments under this Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

12.10 Termination Due to Loss of Funding. If City funds are utilized to fund any part of this Agreement, the CAI understands that those City funds for the payment for work performed by the CAI under this Agreement have been provided through the City’s 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. The City cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. The CAI acknowledges and agrees that it will have no recourse against the City for its failure to appropriate funds for the purposes of this Agreement in any fiscal year other than the year in which this Agreement was executed. The fiscal year for the City extends from October 1st of each calendar year to September 30th of the following calendar year.

12.12 Ethics Matters; No Financial Interest. CAI and its employees, agents, representatives, and subcontractors have read and understand City’s Ethics Policy available at http://www.sanmarcostx.gov/380/Ethics, and applicable state ethics laws and rules. Neither CAI nor its employees, agents, representatives or subcontractors will assist or cause City employees to violate City’s Conflicts of Interest Policy, provisions described by City’s Standards of Conduct Guide, or applicable state ethics laws or rules. CAI represents and warrants that no member of the City Council of San Marcos has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

12.13 Subcontracting. The CAI will not subcontract any work under this Agreement without prior written approval from the City. In the event approval is given by the City, the CAI will specify any work or services, the appropriate insurance requirements and miscellaneous provisions by separate written agreement with the subcontractor.

12.14 Notices. All notices referenced in this Agreement shall be provided in writing to the representatives of the parties listed in paragraphs 2.4 and 4.2. Notices shall be deemed effective when delivered by hand delivery, the date received by email at the correct email address, or on the third business day after the notice is deposited in the U.S. Mail. The parties may designate alternative methods for delivery of notices by mutual agreement in writing.

12.15 Public Information Act. The City is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information, including books and records of CAI related to the expenditure of the City’s funds hereunder may be subject to release under this Act, and CAI agrees to cooperate in good faith with the City in providing such information to the City if responsive to a request for information under said Act.

12.16 Non-Discrimination. CAI assures that no person shall be excluded from, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part under this Agreement on the basis of race, color, religion, sex, national origin, age, disability, or other classification subject to protection under applicable laws and ordinances. CAI will not discriminate
against any employee or applicant on the basis of race, color, religion, sex, national 
origin, age, disability, or other classification subject to protection under applicable laws and ordinances. 
CAI will take affirmative action to ensure that applicants are employed and that employees are treated 
during employment without regard to their race, color, religion, sex, national origin, age, disability or 
other classification subject to protection under applicable laws and ordinances.

EXECUTED To be effective as of the Effective Date first stated above.

CITY: 

THE CITY OF SAN MARCOS

CAI:

COMMUNITY ACTION, INC. OF CENTRAL TEXAS

By: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________

By: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________
EXHIBIT 1
SCOPE OF SERVICES AND DELIVERABLES

CAI will provide personnel to act as a Youth Services Director. The Youth Services Director will work with the City of San Marcos, Texas State University, San Marcos CISD, and Hays County (“Core 4”) to implement the recommendations and goals set forth by these entities, the San Marcos Commission on Children and Youth and the Youth Master Plan. The Youth Services Director will consult with youth and organizations that represent youth to determine their needs and endeavor to develop programs in response to those needs. The Youth Master Plan focuses on the development of children, youth, and young adults from birth through age 24. The plan establishes that as a community, we will strive to ensure that all of our young people are:

**Academically successful and workforce ready. They will:**
- Enter school ready to learn.
- Be academically productive and motivated.
- Be prepared for college and career.
- Have a healthy work ethic and skills needed by employers.

**Healthy, active, and safe (physically and mentally). They will:**
- Be hopeful and engaged with a sense of well-being.
- Make healthy choices.
- Have positive social and life skills.

**Productive and contributing members of the community. They will:**
- Have established integrity, character, and values.
- Be good stewards of resources.
- Be globally and culturally aware.
- Be socially and civically knowledgeable and connected.

This is a senior-level, two-year position with the possibility for extension. Criteria for evaluation will include the character of the relationships developed with the various public and private agencies active in programs for and with youth, and the degree to which deliverables are achieved.

**Qualifications**

**Required**

- Bachelor's degree in education, mental health, social work, or youth-related field from an accredited college or university.
- 5 years managerial experience, including managing a board of directors, staffing, contract oversight, budgeting, project management, and operations, in connection with youth programming
- Demonstrated track record in successful grant application and administration
- Demonstrated respect for diverse individuals and organizations
- Knowledge of the social factors which contribute to the development of juvenile delinquency and youth crime, as well as crisis intervention, mental health, and counseling
- Extensive knowledge of existing community organizations with particular emphasis on the public and private agencies serving children and youth
- Excellent interpersonal skills, ability to speak and write effectively, attention to detail and deadlines
- Ability to coach youth leaders by demonstrating and modeling tact, initiative, resourcefulness, and emotional maturity

**Preferred**

- Master’s degree in education, mental health, social work or youth-related field from an accredited college or university

**Job Duties and Responsibilities**

- Provide support to the Commission on Children and Youth in assessing available resources and service gaps, program conception, and directing program implementation activities
- Work with the Commission on Children and Youth in making policy recommendations to officials at the City of San Marcos and Hays County concerning the social behavior, health, and wellbeing of the community's children and youth
- Oversee and provide infrastructure and ongoing support for COSM Youth Commission, including recruiting and advising membership and assisting youth in civic engagement activities
- Establish meaningful working relationships with City of San Marcos, Texas State University, Hays County, San Marcos CISD, external agencies, community-based organizations, and other stakeholders in the local youth services landscape in order to foster cultural, educational, and economic development
- Spearhead the SMTX Mental Health Coalition, including members of the staff and faculty at COSM, Hays County, SMCISD, Texas State University, Hill County MHDD, local healthcare providers, first responders, private schools, faith-based organizations, and non-profit and business communities, in implementing research-driven, mental health initiatives for youth across Hays County
- Oversee mentoring programs at San Marcos CISD
- All other duties as assigned

**Deliverables**

- Partner with Texas State University, San Marcos CISD, and community-based organizations to develop out-of-school time programming focused on building a college-going and career-ready culture and increasing levels of post-secondary educational attainment among teenagers throughout Hays County
- Work in tandem with the Core 4 and members of the community at large, to develop and implement a sustainable, community-wide mentoring program for teens focused on goal-setting and educational achievement grounded in research and best-practices
- Provide quarterly progress reports on deliverables, budget, research metrics, and program implementation to members of the Core 4 entities
- Work with Texas State University faculty in conducting research on programs that produce positive mental health outcomes in young people, collect relevant social statistics, and develop indicative longitudinal metrics to gauge efficacy of programming
- Work with Core Four partners to establish best practices for working with youth around the intersection of mental health and school safety
- Work with Hays County to pilot a juvenile diversion program that incorporates preventative mental health programming and creates pathways for post-secondary success
- Provide opportunities for Texas State University faculty to conduct local research on issues pertaining to mentoring, poverty, family, at-risk youth, and children
- Work with the Early Childhood Coalition of Hays County to promote kindergarten readiness
EXHIBIT 2

AUTHORIZATION OF CHANGE IN SERVICES
CITY OF SAN MARCOS, TEXAS

AGREEMENT/ SERVICES:
CITY REPRESENTATIVE:
CONTRACTOR:
AUTHORIZATION NO.:
CONTRACT EFFECTIVE DATE:
THIS AUTHORIZATION DATE:

WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES

Previous contract amount: $_________ (NTE annual fee)
Net increase/decrease in contract amount: $-0-
Revised annual Agreement amount: $_________ (NTE annual fee)

Contractor Name

By:____________________________ Date: ________________

____________________________
Printed Name, Title

Approved by:

City of San Marcos: Date: ________________

By:____________________________

____________________________
Printed Name, Title

City Department (PM, etc.) only below this line.
Account Number(s):________________________, __________________________
Previous Changes in Service:
#_____; date; amount
#_____; date; amount
#_____; date; amount

________________________

(Additional comments or notes if necessary)
AGENDA CAPTION:
Consider approval of Resolution 2020-37R, approving an Airport Facility Lease Agreement for Non-Commercial Use with McCoy Corporation for property located at 1521 Airport Drive at the San Marcos Regional Airport for an initial term of ten years with options to renew totaling thirty years; authority the City Manager or his designee to execute the Lease Agreement; and declaring an effective date.

Meeting date: March 3, 2020

Department: General Services/Airport - Texas Aviation Partners, LLC

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 Strategic Initiative: [Please select from the dropdown menu below]
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.
Background Information:

In 2016, Council approved an FAA grant for hangar construction through the Texas Department of Transportation Aviation Division. Construction began in August 2019 and is scheduled for completion in March 2020. The total project cost is $881,667 with the City’s match consisting of $214,036.

In October 2016, airport management sent a newsletter to all airport users to determine if any existing tenants would be interested in expanding or relocating their business to the new facility. After meeting with multiple existing tenants to determine their needs, airport management began negotiations with McCoy Corporation for the lease of the new facility.

McCoy Corporation utilizes the airport for their corporate aircraft and has been a tenant in good standing since 1979. Upon completion of the FAA-funded hangar, McCoy’s existing facility will be vacated and marketed to a new user via RFP.

As part of the lease agreement, McCoy is investing approximately $201,400 toward the construction and finish out of approximately 600 square feet of office and restroom space. A breakdown of improvements can be found in Exhibit D of the lease and includes office/restroom buildout, wainscot on the public-facing side of the building, fire and burglar alarm system, hangar floor surface finishing, and xeriscape landscaping.

These additions increase the value of the facility, as reflected in the proposed rate, while eliminating the need for additional City funding.

The initial lease term is 10 years with two 10-year options. The lease rate is $5.50 per square foot per year ($3,689.58 per month) for the first five years to increase by 10% every five years.

For context, most new facilities at the airport are built by private individuals on ground leased property. The current ground lease rate is $0.20 per square foot per year. Therefore, if McCoy built this facility themselves, they would pay approximately $134.00 per month. Having a grant-funded hangar means the City only has to invest a percentage of the total cost and immediately receives the benefit of owning the hangar and therefore charging market facility rates from day one. As a brand-new facility, the $5.50 per square foot rate is the highest rate currently charged by the airport and is comparable to newer hangars being subleased by private individuals.

McCoy will receive a 50% reduction of their rent equal to the value of their improvements until their total capital outlay is exhausted. City Council has approved this method of tenants funding capital improvements at their cost in exchange for a reduced rent for a period of time as a way of making necessary improvements to City-owned
facilities in lieu of spending general funds. Projects are only considered eligible for rent reduction if the requested improvements are either necessary for the general maintenance and upkeep of the building or enhance the building in a manner that would allow the airport the charge a higher market rate.

McCoy's investment of $201,400 is a not-to-exceed amount and will be verified and reconciled upon completion and acceptance of their improvements. At the maximum investment amount, their capital outlay would be exhausted prior to the expiration of the initial 10-year term. In the past, improvement credits were applied to 100% of the monthly rent, however, airport management is suggesting that only 50% of the rent be eligible for credits. This ensures the City is still receiving actual rent from the tenant.

This project and proposed lease terms are in line with the airport’s master plan as well as the ongoing effort to reduce the airport’s burden on the general fund - both in terms of additional rent as well as improvements to facilities without capital outlay.

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

**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 APPROVING AN AIRPORT FACILITY LEASE AGREEMENT FOR NON-COMMERCIAL USE WITH MCCOY CORPORATION FOR PROPERTY LOCATED AT 1521 AIRPORT DRIVE AT THE SAN MARCOS REGIONAL AIRPORT FOR AN INITIAL TEN-YEAR PERIOD WITH OPTIONS TO RENEW TOTALING THIRTY YEARS; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE LEASE 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 Airport Facility Lease Agreement for Non-Commercial Use between the City and McCoy Corporation for property located at 1521 Airport Drive at the San Marcos Regional Airport (the “Lease Agreement”) is hereby approved.

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

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


Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk
ARTICLE 1: LEASE OF PREMISES; ACCEPTANCE OF EXISTING CONDITIONS; COMPLIANCE WITH REGULATIONS

1.01 Airport. Lessor is the owner of the San Marcos Regional Airport (the “Airport”), situated in Caldwell County, Texas, by virtue of deeds from the United States of America.

1.02 Demise. For and in consideration of, and subject to, the terms, conditions and covenants herein, Lessor hereby demises and leases unto Lessee, and Lessee hereby leases from Lessor, the following described real property (hereinafter referred to as the “Leased Premises”), located at the Airport in Caldwell County, Texas:

a. a 8,050 square foot hangar facility with an address of 1521 Airport Drive (the “Hangar”), the location of which is more particularly described in Exhibit A attached hereto;

b. six (6) parking spaces adjacent to the Hangar, the location of which is more particularly described in Exhibit A attached hereto; and

1.03 Acceptance. Lessee acknowledges that, subject to Lessor’s obligations under paragraph 1.05 below: (i) Lessor makes no representations or warranty regarding the suitability of the Leased Premises for Lessee’s intended purposes, or the presence of environmental, geologic, or other site conditions that may affect Lessee’s use of the Leased Premises; and (ii) Lessee accepts full responsibility for determining the suitability of the Leased Premises for its intended purposes.

1.04 Rules and Regulations; Minimum Standards. Lessee agrees to comply with the (i) San Marcos Regional Airport Rules and Regulations (the “Rules and Regulations”), and (ii) San Marcos Regional Airport Minimum Standards (the “Minimum Standards”). Provided the same do not impair the material rights of Lessee hereunder or adversely affect Lessee’s ability to use the Leased Premises for the Authorized Use (as defined below), Lessor has the right to amend and/or restate the Rules and Regulations and/or the Minimum Standards and Lessee shall comply with the same.

1.05 Airport Operation. During the Term, Lessor covenants and agrees to operate and maintain the Airport and appurtenant facilities (including, without limitation, runways, taxiways, landing areas, entrance roads, driveways and existing parking lots leading to and/or contiguous to the Leased Premises) as a public airport consistent with, at a minimum, current operations and the “sponsor” assurances given by Lessor to the United States of America and, as applicable, the State of Texas. In connection with such sponsor assurances, Lessee agrees that this Lease and Lessee’s rights and privileges hereunder shall be subordinate to such sponsor assurances.
Ingress and Egress. Lessor agrees that Lessee, its officers, directors, agents, representatives, contractors, employees, invitees and licensees shall have the right of ingress and egress to and from the Leased Premises by means of roadways and gated entrances owned by the City for automobiles and taxiways at the Airport for aircraft, including access during the construction phase of Airport improvements, unless otherwise agreed to in writing by both parties. Security codes for any gated entrances shall be provided to Lessee by Lessor. Such rights shall be consistent with the Rules and Regulations and applicable laws, rules and regulations (“Applicable Law”) of the City, the Federal Aviation Administration (“FAA”) and other governmental authorities with jurisdiction over the Airport and this Lease.

ARTICLE 2: COMMENCEMENT, TERM AND RENT

2.01 Commencement. Rental (“Rent”) shall accrue commencing upon the issuance of a Certificate of Occupancy to Lessee from Lessor upon completion and approval of Lessee’s Improvements (the “Effective Date”) as defined in Section 5.02. Rent shall be payable at the place designated in Section 2.04.

2.02 Term. The term of this Lease (“Term”) will commence on the Effective Date and will terminate in ten (10) years (the “Expiration Date”), subject to earlier termination or renewal as provided herein. Lessee shall have the option to extend the Term in accordance with Exhibit B attached hereto. As used herein, “Lease Year” means each period of twelve (12) full calendar months from and after the Effective Date.

2.03 Rent.

a. Subject to the provisions of (b) below, Lessee hereby promises and agrees to pay Lessor “fixed rent” for use of the Hangar equal to $3,689.58 per month for the first five (5) years of the Term. The rental rate shall be increased by a flat ten percent (10%) for the second five (5) years of the Lease to $4,058.54 per month.

Fixed Rent shall be paid, in advance, in monthly installments. Rent will be prorated in the event of any partial calendar month. Lessee, at its option, may make advance payments of Rent up to one (1) year in advance, but there will be no discount for advance payments.

b. Notwithstanding the provisions of (a) above, Lessor and Lessee acknowledge and agree that (i) as of the Effective Date, the amount of rent credits approved by Lessor pursuant to the Lessee Improvements as defined in Section 5.02 will not exceed $201,400.00 (the “Approved Credit”); and (ii) during the Term and any extension thereof, until such time as the Approved Credit has been depleted, Lessee may receive a credit against 50% of the monthly fixed Rent from the Approved Credit. Upon completion of Lessee Improvements, Lessee shall submit to Lessor a reconciliation of all costs and a final Approved Credit amount will be determined. Notwithstanding Lessee’s right to a Rent credit hereunder, in no event shall Lessor be responsible for amounts in excess of Rent payable by Lessee during the Term and any extension thereof.

2.04 Form and Place of Payment. Rent shall be due on or before the first day of each calendar month. A payment shall be considered past due if, after the fifth (5th) day of the calendar month in which the payment is due, Lessor has not received full payment by the end of such day (which shall end during normal working hours) physically at 4400 Airport Highway 21, San Marcos, Texas, or by mail to 1807 Airport Drive Suite 200, San Marcos, Texas 78666. Payments submitted via United States Postal Service or other means are considered paid when received, not on the date posted.
2.05 **Late Charges.** Payments not received in full by 5:00 p.m. San Marcos, Texas, time, on the fifth (5th) day of the calendar quarter in which such Rent is due will be considered late, and a $15.00 per day late charge will be assessed. In addition, Lessee shall reimburse Lessor for each check that is returned or not honored.

2.06 **No Release.** Except as expressly provided herein or in any written consent of Lessor, Lessee (i) will not be released from liability pursuant to this Lease for any reason, including, but not limited to, a change in business conditions, voluntary or involuntary job transfer, change of marital status, loss of content, loss of employment, bad health or the sale or disposition of any aircraft; and (ii) is obligated to the terms and conditions of this Lease, including the payment of Rent for the entire Term, subject to earlier termination (except due to an uncured event of default by Lessee) or renewal, as provided herein.

2.07 **Holdover.** In the event Lessee holds over after the expiration of this Lease, such hold over status will create a tenancy from calendar month to calendar month. In such event, Lessee agrees to pay Rent equal to the amount payable on the Expiration Date plus fifty (50%) percent as the month-to-month holdover rate. Holdover tenancy will be subject to all other terms and conditions of this Lease.

2.08 **Other Fees and Charges.** Provided all other tenants and users at the Airport are required to pay for tie-down and other public Airport Facilities (as defined below) use, Lessee agrees to pay for such use offsite of the Leased Premises, in addition to Rent, in an amount equal to the lowest amount Lessor charges similar tenants and users at the Airport for use.

**ARTICLE 3: USE AND CARE OF PREMISES**

3.01 **Authorized Use.** During the Term and any renewal thereof, the Leased Premises may be used and occupied by Lessee for the following, and for no other purpose: aviation related activities and business, including, but not limited to, aircraft storage; and aviation-related office use; and all other uses ancillary to any of the foregoing (herein, the “Authorized Use”). In addition to the Authorized Use, with the express consent of Airport Management (as defined below), Lessee may conduct incidental activities on the Leased Premises reasonably related to the Authorized Use. The Leased Premises may not be used for any other purpose without the prior written consent of Lessor, and any commercial use of the Leased Premises not expressly authorized under the terms of this Lease may, at Lessor’s election, be set forth in an amendment hereto or separate contract with Lessor.

3.02 **Conduct of Business.**

a. Except during any period of repair, reconstruction or Alteration, Lessee shall not fail to occupy and use the Leased Premises for the Authorized Use.

b. Lessee agrees to keep the Hangar locked when Lessee is not present therein. If the Hangar is found unlocked by Lessor or Airport Manager, Lessor may overlock the Hangar until Lessee’s lock is replaced, and Lessee notifies Lessor that the Hangar has been locked by Lessee. At all times during the Term, Lessee shall provide Lessor with a currently operative key to the Hangar.

c. Lessee covenants and agrees that it shall not make any unlawful use of, nor shall it permit the unlawful use of, the Leased Premises by any person(s).

3.03 **No Insurance Invalidation; Risk of Lessee.** Lessee shall not place or keep anything on the Leased Premises or conduct any unauthorized use of the Leased Premises which invalidates any insurance
policy carried on the Leased Premises without Lessor’s prior written consent. Lessee agrees that the risk of loss and damage for property kept, stored or maintained by it within the Leased Premises is that of Lessee.

3.04 **No Waste or Nuisance; Compliance with Laws.** Lessee shall not use or permit the use of the Leased Premises in any manner which results in waste of the Leased Premises or constitutes a nuisance. During the Term and any renewal thereof, Lessee shall comply with Applicable Laws of the City, the FAA and other governmental authorities with jurisdiction over the Leased Premises.

3.05 **Trash and Debris.** Lessee shall keep the Leased Premises and adjacent areas, together with any Lessee signage on or near the Airport, neat, clean and free from dirt and trash at all times; provided, except for the obligation to remove its debris therefrom, Lessee shall have no responsibility for any of the following which are located off of the Leased Premises and used in common with others: ramps, sidewalks, service ways, loading areas and other Airport Facilities. Lessee will provide a dumpster or other suitable trash receptacles for the Leased Premises for use by Lessee, its agents, contractors, employees, invitees or licensees. Lessee shall arrange for the regular removal of the trash at Lessee’s expense.

3.06 **No Outside Storage.** Lessee shall store all equipment, materials and supplies within the confines of the Hangar, and outside storage is specifically prohibited without the advance written consent of Lessor.

3.07 **Use of Airport Facilities.** Lessor agrees that Lessee shall have access to the runways, taxiways, ramps and other Airport Facilities at the Airport to the same extent as other Airport users.

3.08 **Parking.** Lessee may install reserved parking signs to demarcate the six parking spots defined in Exhibit A at their sole cost. Signage must be approved by Airport Management. In addition to the six reserved parking spaces described in Exhibit A, Lessee shall have nonexclusive use of the public parking lot adjacent to the Hangar for Lessee’s employees and customers. Lessee and Lessor may negotiate additional reserved parking as demand dictates. Additional rental fees may apply, provided the same fees are applied to other users.

**ARTICLE 4: MAINTENANCE AND REPAIR OF PREMISES**

4.01 **Lessee Obligations.** Lessee shall, at its sole cost and expense, perform day-to-day repair and maintenance of the interior of the Hangar, keeping the same in a safe condition and good state of repair, including, without limitation, items such as light bulbs and bathroom supplies, if applicable, and heating and ventilation equipment; provided, Lessor, and not Lessee, shall be responsible for Major Repairs (as defined below) to the Hangar. In addition, from and after the Effective Date, Lessee shall (a) be responsible for janitorial and pest control services interior of the Hangar, and (b) be responsible for fire alarm monitoring with respect to the Hangar (if applicable). In no event shall Lessee be responsible for the cost of maintenance, repair and/or replacement occasioned by the gross negligence or willful misconduct of Lessor or any person or entity claiming by or through Lessor. Subject to the foregoing and Section 6.01, Lessee shall keep all fixtures constructed or installed on the Leased Premises by Lessee (collectively, the "Lessee Improvements"), in good condition and repair. In addition, Lessee shall be responsible for the cost of repair and/or replacement directly attributable to the gross negligence or willful misconduct of Lessee, its employees, sublessees, concessionaires, contractors, licensees, and invitees. Lessee shall accomplish all repairs and maintenance for which it is responsible routinely and, in all events, within thirty (30) days of receipt of written notice from Lessor. If, within such thirty (30) day period, Lessee fails to make any necessary repairs or perform any other necessary repair and/or
maintenance for which Lessee is responsible, Lessor may, as a result of such failure, perform or have such repairs or maintenance performed and notify Lessee of the same, together with evidence of the cost thereof, and the actual, reasonable cost of such work shall be payable by Lessee within thirty (30) days of Lessee’s receipt of such notice. As used herein, “Major Repairs” means and refers to any required repair, maintenance, or replacement which costs in excess of $5,000.00. Upon completion of Lessor Improvements, Lessor will provide Lessee with information regarding warranty items associated with the construction of the facility. Any repairs and maintenance covered under warranty will be coordinated by Lessor.

4.02 Lessor’s Right of Access. When no state of emergency exists and subject to compliance with Applicable Laws, Lessor and Airport Management, acting by and through their authorized representatives, shall have the right to enter the Leased Premises following reasonable notice to Lessee during Lessee’s regular business hours for the purpose of (i) determining whether the Leased Premises are in good condition and repair, or (ii) performing any maintenance or repairs for which Lessor is responsible under this Lease. In an emergency and subject to compliance with Applicable Laws, Lessor and Airport Management, acting by and through their authorized representatives, may enter the Leased Premises at any time and without prior notice to Lessee (but written notice of entry and the time and reason therefor, together with the names and contact information of each individual who entered without notice, shall be provided by Airport Management to Lessee within twenty-four [24] hours of any such entry). Lessor and Airport Management shall minimize disruption to Lessee and operations at the Leased Premises resulting from any access thereto by Lessor or Airport Management.

ARTICLE 5: CONSTRUCTION, ALTERATIONS, AND FIXTURES

5.01 Lessor Improvements. Attached as Exhibit C to this Lease and incorporated herein for all purposes are the plans and specifications for the improvements to be constructed by the FAA acting through the Texas Department of Transportation Aviation Division (“TxDOT Aviation”) on behalf of the Lessor at the sole expense of the FAA and Lessor (herein referred to as “Lessor Improvements”). Any changes to the Lessor Improvements will require approval of Lessee.

5.02 Lessee Improvements. Attached as Exhibit D to this Lease and incorporated herein for all purposes are the plans, specifications and detailed quote to be used for the determination of the Approved Credit for the improvements to be constructed by Lessee at the sole expense of the Lessee (herein referred to as “Lessee Improvements”). Lessee shall be responsible for retaining a contractor authorized to conduct business in the city of San Marcos to construct Lessee Improvements in accordance with the plans and all applicable laws and building codes. Any changes to the Lessee Improvements will require approval of Lessor.

5.03 Alterations. All alterations to the Leased Premises, including alterations which do not require permitting and/or alterations made following a casualty or eminent domain event (“Alterations”) must be approved in writing by Lessor and constructed pursuant to plans approved by the City, such approval not to be unreasonably withheld, conditioned or delayed. All such plans, specifications and work shall conform to Applicable Law, including, without limitation, applicable provisions of the Americans With Disabilities Act of 1990, as amended (the “ADA”).

5.04 Condition on Surrender. Subject to the provisions of Section 4.01, Lessee shall surrender the Leased Premises at the expiration of the Term and any renewal thereof in good condition and repair, normal wear and tear excepted.
5.05 No Liens. Lessee shall not permit, or permit any contractor or other person or entity claiming by or through Lessee, to place a lien or similar obligation on the Leased Premises for any alteration, repair, labor performed or materials furnished to the Leased Premises, and Lessee shall promptly (and in all events prior to foreclosure) discharge any such lien or similar obligations. In the event Lessee disputes the lien or obligation, however, Lessee shall have the right to promptly pursue the settlement or litigation thereof without paying the claim until the claim becomes final and subject to no further appeal by Lessee. LESSEE SHALL HOLD HARMLESS LESSOR AND AIRPORT MANAGEMENT, AND INDEMNIFY AND DEFEND THE LEASED PREMISES, FROM AND AGAINST ANY CLAIMS, DEMANDS OR SUITS RELATED TO ANY SUCH LIENS OR OBLIGATIONS.

5.06 Exterior Lighting and Signage.

a. Except as set forth in any Alterations plans approved by Lessor, Lessee shall not do any of the following without Lessor’s prior written consent: (i) install any shades or awnings, or any exterior decorations or paintings on any buildings, or (ii) erect, install or change any windows (but Lessee may replace windows with windows of the same size and dimensions), or door lettering, placards, decorations or advertising media of any type which can be viewed from the exterior of any building. Notwithstanding the foregoing to the contrary, Lessee may install construction signage during construction of permitted or approved Alterations, subject to compliance with applicable sign ordinances and rules.

b. Lessee shall, at its sole expense, be responsible for creation, installation and maintenance of all signs, posters or other similar devices. Lessee agrees to pay for the installation, maintenance and repair of any such signs, posters or other similar devices. Any signs, posters or other similar devices placed on the Leased Premises shall be maintained at all times in a safe, neat, sightly and good physical condition.

c. To the extent applicable, Lessee will install signage indicating that portions of the Leased Premises are included within an aircraft movement area, the location, size and wording of which must be reasonably approved by Lessor prior to installation.

ARTICLE 6: UTILITIES AND TAXES

6.01 Utilities. Except as provided in Section 4.01, Lessee agrees and covenants that it will pay for all utilities used by it on the Leased Premises, including all costs charged or necessary for utility connection fees, the installation of meters, any deposits and any other customary prerequisites for such utility service or replacements thereof. Upon commencement of construction of Lessee Improvements, Lessee shall cause the electric utility provider to bill Lessee directly for electricity service. If applicable, Lessee must first obtain, in writing, permission from Lessor before undertaking any utility improvements that impact Lessor’s property. In addition, Lessee shall maintain and repair all utility service lines located on and serving the Leased Premises, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service. Except for its gross negligence or willful misconduct operating in its capacity as a utility provider, Lessor shall not be liable for any interruption or impairment in utility services to the Leased Premises; provided, in the event utility service is not available to the Leased Premises for a period of forty-five (45) consecutive days or longer, Rent shall be abated. Any such abatement shall be applicable to the period between the date of interruption and the date services are resumed.
Taxes.

a. In entering into this Lease, Lessee understands that it will be solely responsible for the payment of ad valorem taxes, if any, that are assessed against all or any portion of (i) the Improvements, (ii) Lessee’s equipment, inventory and other personal property, including, but not limited to, any Lessee aircraft used for commercial purposes, or (iii) Lessee’s interest in the leasehold estate. For the avoidance of doubt, Lessee’s obligations under this subsection include payment on behalf of the City of any ad valorem taxes assessed directly to the City.

b. Lessee shall pay, when due, all sales, excise, income and other taxes levied upon its business operations at the Leased Premises.

c. Lessee may, at Lessee’s expense, contest the validity or amount of any taxes for which Lessee is responsible, in which event, the payment thereof may be deferred, as permitted by Applicable Law, during the pendency of such contest. Notwithstanding the foregoing, no such taxes shall remain unpaid for such length of time as would permit the Premises, any Improvements or any part thereof to be sold or seized by any governmental authority for nonpayment of the same. If at any time, in Lessor’s reasonable judgment, it shall become necessary to do so, Lessor may, after notice to Lessee, under protest, pay such amount of the taxes as may be required to prevent a sale or seizure of or foreclosure of any lien created thereon by such item. The amount so paid by Lessor shall be promptly paid on demand by Lessee to Lessor, and, if not so paid, such amount, together with interest thereon from the date advanced until paid, shall be deemed an event of default under Article 15.01(a). Lessee shall promptly furnish Airport Management with copies of all proceedings and documents with regard to any tax contest, and Lessor may, at its expense, participate therein.

ARTICLE 7: RIGHTS AND PRIVILEGES OF LESSEE

Grant of Rights. Lessor hereby grants to Lessee the following general rights and privileges, in common with others, all of which shall be subject to the terms, conditions and covenants hereinafter set forth and all of which shall be non-exclusive on the Airport:

a. The use in common with the public generally of all public Airport Facilities for or in connection with the Authorized Use. For the purposes of this Lease, “Airport Facilities” includes, but is not limited to, runways, taxiways, landing areas, ramps, aprons, public automobile parking areas, public roadways, sidewalks, tie-down areas and tie-down facilities and terminal facilities of Lessor located at or near the Airport and used in conjunction therewith, which areas may be expanded following the Effective Date but, to the extent the same are extant on the Effective Date, shall not as to Lessee, unless otherwise expressly permitted herein or agreed in writing by Lessee, be materially diminished or extinguished unless the same are substituted with facilities which are equivalent or better in terms of location and quality. Subject to the express provisions of this Lease, said rights shall be subject to such rules, regulations and laws which now or may hereafter have application at the Airport.

b. Nothing in this Lease shall be construed to grant Lessee a permanent right in any particular public Airport Facility should Lessor deem it advantageous to the operation of the Airport to close or relocate any such facility.
ARTICLE 8: RIGHTS, RESERVATIONS AND OBLIGATIONS OF LESSOR

8.01 Aerial Approaches. Subject to the provisions of this Lease, Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft or diminish the capability of existing or future avigational and/or navigational aids used on the Airport.

8.02 Temporary Closure. Lessor reserves the right, consistent with industry standard operations, to temporarily close the Airport or any of the facilities thereon for maintenance, improvement, safety or security of the Airport or the public, or for other aviation-related cause deemed reasonably necessary by Lessor, without being liable to Lessee for any damages caused by disruption of Lessee’s business operations or for any other reason; provided, Lessor shall take reasonable steps to avoid or mitigate interference with the operation of Lessee’s business at the Leased Premises.

8.03 Subordination. This Lease is subject to the provisions of any agreement made between Lessor and the United States of America and/or the State of Texas relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal or State of Texas rights or property to Lessor for the development, maintenance and repair of Airport infrastructure. Lessor covenants and agrees that it has no existing agreements with the United States of America or the State of Texas in conflict with the express provisions of this Lease and that it will not enter into any such agreements.

8.04 War; National Emergency. During time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States of America for military or naval use and, if such lease is executed, the provisions of this Lease, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended. All Rent or other payments owing under this Lease shall likewise be suspended until Lessee’s normal operations resume at the Leased Premises. In addition, if Lessee’s normal business operations are materially affected for a period in excess of one eighty (180) days, Lessee may terminate this Lease upon written notice to Lessor, in which event, except for the obligations of the parties which expressly survive termination of this Lease, the parties shall have no further rights or obligations hereunder except to the extent permitted in, and in accordance with, Section 4.07, Lessee may remove its personal and other property within thirty (30) days after the date of Lessee’s notice of termination (the exercise of which right shall not constitute a holdover). Nothing contained in this Lease shall prevent Lessee from pursuing any rights which Lessee may have for reimbursement from the United States of America for the taking of any part of Lessee’s leasehold estate or for any loss or damage caused to Lessee by the United States of America.

8.05 Operation as Public Airport. Lessor covenants and agrees that during the Term and any renewal thereof it will operate and maintain the Airport and its public Airport Facilities as a public use airport.

ARTICLE 9: OPERATION OF THE AIRPORT

9.01 Non-Discrimination Requirements.

a. It is specifically understood and agreed that this Lease does not grant or authorize an exclusive right for conducting any aeronautical activity which is unlawfully discriminatory. Lessee specifically agrees not to discriminate in its use of the Leased Premises.
Premises in any manner prohibited by applicable FAA regulations. Lessor agrees not to lease space to other tenants or users at the Airport on terms more favorable (including, without limitation, ground rents, other rents or fees, or length of term) than those contained in this Lease and, if Lessor enters into a lease or other agreement for the same or similar use, the material terms of which are more favorable terms than those contained herein, the more favorable material terms shall be offered to Lessee and, at Lessee’s election, this Lease shall be modified to reflect the more favorable material terms.

Lessee, for itself, its personal representative, successors in interest and assigns, as part of the consideration herein, agrees that no person shall be excluded from participation in or denied the benefits of Lessee’s use of the Airport on the basis of race, color, national origin, religion, handicap or gender. Lessee further agrees for itself, its personal representatives, successors in interest and assigns that no person shall be excluded from the provision of any service on or in the construction of any improvements or alterations to the Leased Premises on grounds of race, color, national origin, religion, handicap or gender. In addition, Lessee covenants and agrees that it will at all times comply with any applicable requirements imposed by or pursuant to Title 49 of the Code of Federal Regulations, Part 121, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, and with any applicable future amendments thereto.

IF ANY CLAIM ARISES FROM A VIOLATION OF THE FOREGOING NON-DISCRIMINATION COVENANT BY LESSEE, LESSEE AGREES TO HOLD HARMLESS AND INDEMNIFY LESSOR AND AIRPORT MANAGEMENT FROM ANY ACTUAL LOSS OR EXPENSE, BUT NOT CONSEQUENTIAL, SPECIAL OR EXEMPLARY COSTS, EXPENSES OR DAMAGES, INCURRED BY EITHER OF THEM IN CONNECTION WITH SUCH VIOLATION.

9.02 **Airport Development.** The use of a portion of the Airport property for use of the Leased Premises is subordinate to the use of Airport property for aviation purposes. Lessor reserves the right to further develop and improve the Airport as it may see fit. If the future development of the Airport requires the relocation of Lessee’s Improvements during the Term and any renewal thereof, Lessor agrees, prior to any such relocation, to (i) provide substitute leased premises comparable to the Leased Premises for the remainder of the Term and renewal thereof, plus any then permitted extensions, (ii) provide substitute leased premises in a location which is consistent with and suitable for Lessee’s current business operations at the Leased Premises at the time of such relocation, (iii) minimize disruptions to Lessee’s business and operations at the Leased Premises to the extent possible, and (iv) to relocate (subject to Lessee’s reasonable agreement, taking into account impacts on Lessee’s use thereof) or promptly reconstruct the Improvements at no cost to Lessee.

9.03 **Aeronautical Services Grant and Requirements.** The right to furnish aeronautical services to the public is granted to Lessee by Lessor, subject to the following:

a. Lessee shall furnish such services on a fair, equal and nondiscriminatory basis to all users.

b. Any discounts, rebates or similar price reductions to volume purchasers shall be fair, reasonable and nondiscriminatory.
ARTICLE 10: INSPECTION

10.01 Fire Safety. Lessee will permit the Fire Marshal and building inspector to make inspection of the Leased Premises during regular business hours, except in the event of an emergency, and Lessee will comply with Applicable Laws as required to ensure the Leased Premises comply with fire and building provisions regarding fire safety. Lessee shall maintain, in proper condition, accessible fire extinguishers in number and type required or approved by fire underwriters for the particular hazard involved.

ARTICLE 11: INSURANCE AND INDEMNITY

11.01 Insurance: Lessee shall procure and maintain at all times during the Term and any renewal thereof, in full force and effect, a policy or policies of insurance as set forth in the Minimum Standards as they exist now or may be amended in the future and related to Lessee’s lease, use and occupancy of the Leased Premises. Such insurance shall be written so that Lessor must be notified in writing at least thirty (30) days in advance of cancellation or non-renewal, and Lessee shall not amend such insurance in any manner which fails to comply with the Minimum Standards. To the extent not already in Lessor’s possession, Lessee shall provide certificates of insurance which satisfy the foregoing within three (3) Business Days of the Effective Date and, thereafter, at least once per calendar year during the Term. All required insurance shall be primary over any other insurance coverage Lessor may have and shall name the City and Airport Management as additional insureds (as applicable, to the extent of their interests therein). Lessor does not carry insurance on Lessee’s personal property.

11.02 Indemnity and Hold Harmless.

Indemnity. LESSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR AND ITS OFFICERS, EMPLOYEES, AGENTS (INCLUSIVE OF AIRPORT MANAGEMENT) AND REPRESENTATIVES (COLLECTIVELY, THE “LESSOR INDEMNIFIED PARTIES”), FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES, EXPENSES AND COURT COSTS), LIABILITIES, DAMAGES (EXCLUSIVE OF CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES), CLAIMS, SUITS, ACTIONS AND CAUSES OF ACTIONS. (“CLAIMS”), TO THE EXTENT ARISING DIRECTLY OR INDIRECTLY, OUT OF (i) ANY BREACH OF THIS LEASE BY LESSEE AND ITS AGENTS, CONTRACTORS, EMPLOYEES, LICENSEES AND INVITEES, (COLLECTIVELY THE “LESSEE PARTIES”), (ii) ANY FALSE REPRESENTATION OR WARRANTY MADE BY LESSEE HEREIN, AND (iii) ANY NEGLIGENT ACT OR OMISSION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LESSEE PARTIES IN CONNECTION WITH THIS LEASE, THE CONSTRUCTION, DEVELOPMENT, OPERATION AND USE OF THE LEASED PREMISES AND USE OF AIRPORT IMPROVEMENTS. LESSEE IS NOT EXCUSED OR RELIEVED OF ITS OBLIGATIONS UNDER THIS SECTION IF A CLAIM ARISES OUT OF, OR IS CAUSED BY, THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LESSEE PARTIES CONCURRENT WITH THAT OF THE LESSOR INDEMNIFIED PARTIES. LESSEE SHALL ASSUME ON BEHALF OF THE LESSOR INDEMNIFIED PARTIES AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE OF ALL CLAIMS AGAINST ANY OF THE LESSOR INDEMNIFIED PARTIES; PROVIDED, HOWEVER, LESSEE IS NOT OBLIGATED TO ASSUME THE DEFENSE OF ANY CLAIMS TO THE EXTENT CAUSED BY LESSOR INDEMNIFIED PARTIES. LESSEE MAY CONTEST THE VALIDITY OF
ANY CLAIMS, IN THE NAME OF THE LESSOR INDEMNIFIED PARTIES OR LESSEE, AS LESSEE MAY IN GOOD FAITH DEEM APPROPRIATE, PROVIDED THE EXPENSES THEREOF SHALL BE PAID BY LESSEE SUBJECT TO THE TERMS OF THIS SECTION 11.03a. IN NO EVENT MAY LESSEE ADMIT LIABILITY ON THE PART OF LESSOR OR AIRPORT MANAGEMENT WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF LESSOR’S CITY ATTORNEY.

TO THE EXTENT PERMITTED BY LAW, LESSOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LESSEE AND ITS OFFICERS, EMPLOYEES, AGENTS (INCLUSIVE OF AIRPORT MANAGEMENT) AND REPRESENTATIVES (COLLECTIVELY, THE “LESSEE INDEMNIFIED PARTIES”), FROM AND AGAINST ALL CLAIMS, TO THE EXTENT ARISING DIRECTLY OR INDIRECTLY, OUT OF (i) ANY BREACH OF THIS LEASE BY LESSOR AND ITS AGENTS, CONTRACTORS, EMPLOYEES, LICENSEES AND INVITEES, (COLLECTIVELY THE “LESSEE PARTIES”), (ii) ANY FALSE REPRESENTATION OR WARRANTY MADE BY LESSOR HEREIN, AND (iii) ANY NEGLIGENT ACT OR OMISSION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LESSOR PARTIES IN CONNECTION WITH THIS LEASE. LESSOR IS NOT EXCUSED OR RELIEVED OF ITS OBLIGATIONS UNDER THIS SECTION IF A CLAIM ARISES OUT OF, OR IS CAUSED BY, THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LESSOR PARTIES CONCURRENT WITH THAT OF THE LESSEE INDEMNIFIED PARTIES. LESSOR SHALL ASSUME ON BEHALF OF THE LESSEE INDEMNIFIED PARTIES AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE OF ALL CLAIMS AGAINST ANY OF THE LESSEE INDEMNIFIED PARTIES; PROVIDED, HOWEVER, LESSEE IS NOT OBLIGATED TO ASSUME THE DEFENSE OF ANY CLAIMS TO THE EXTENT CAUSED BY LESSEE INDEMNIFIED PARTIES. LESSOR MAY CONTEST THE VALIDITY OF ANY CLAIMS, IN THE NAME OF THE LESSEE INDEMNIFIED PARTIES OR LESSOR, AS LESSOR MAY IN GOOD FAITH DEEM APPROPRIATE, PROVIDED THE EXPENSES THEREOF SHALL BE PAID BY LESSOR SUBJECT TO THE TERMS OF THIS SECTION 11.03a. IN NO EVENT MAY LESSOR ADMIT LIABILITY ON THE PART OF LESSEE WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF LESSEE.

a. Limitation of Liability. The foregoing and any other indemnity herein shall not be interpreted as requiring either Party to indemnify any of the Indemnified Parties from any liability arising solely out of willful misconduct, gross negligence, breach of this Lease or breach of any strict liability obligations by such Indemnified Parties.

b. Waiver of Consequential Damages. EACH PARTY HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES FROM THE OTHER PARTY, INCLUDING CLAIMS OF PERSONS AND ENTITIES CLAIMING BY OR THROUGH ANY OF THEM AND OTHER SIMILAR CLAIMS OR DAMAGES.

c. Claims Against Lessee. If any claim, demand, suit or other action is made or brought by any person or entity against Lessee arising out of or concerning this Lease, Lessee shall give written notice thereof, to Lessor and Airport Management within ten (10) days after receipt of such claim, demand, suit or action.
d. **Notice.** Lessee shall promptly (and in all events within three Business Days) notify Lessor and Airport if it is involved in any material or significant accident on the Leased Premises or Airport. To the extent Lessee’s officers are aware of any material or significant defects in Airport runways, taxiways, landing areas, lighting systems or other facilities which may require immediate attention, Lessee shall promptly notify Airport Management of the same (Lessor acknowledging that inspection and reporting is not Lessee’s obligation, and that such notice is provided as a courtesy to Lessor).

e. **Security.** Lessor does not guarantee police protection or security to Lessee or its property and, (i) Lessor and Airport Management shall not be responsible for injury to any person on the Leased Premises or for harm to any property which belongs to Lessee or those claiming by or through Lessee, or which may be stolen, destroyed or damaged directly attributable to a third party not subject to Lessor’s control; and (ii) LESSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR AND AIRPORT MANAGEMENT AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL SUCH CLAIMS.

**ARTICLE 12: CONDEMNATION**

12.01 **Total:** If the whole of the Leased Premises is taken by eminent domain, then this Lease shall terminate as of the date the title vests in the condemning authority.

12.02 **Partial:** If a portion of the Leased Premises is taken by eminent domain, and the partial taking renders the Hangar unsuitable for the business of Lessee, then this Lease shall terminate. If the partial taking is not extensive enough to render the Hangar unsuitable for the business of Lessee, then this Lease shall continue in effect with respect to the remainder of the Leased Premises, except that the fixed annual rental shall be reduced and adjusted in an appropriate manner.

12.03 **Rent.** If this Lease is terminated as provided in this section, rent shall be paid up to the earlier of: (a) the date that title vests in the condemning authority, or (b) the date Lessee is unable to utilize the Leased Premises as contemplated by this Lease, and Lessor shall make an equitable refund of any rent paid by Lessee in advance.

12.04 **Division of Award:** Lessor and Lessee shall each be entitled to receive and retain separate awards, or portions of lump sum awards, as are allocated to their respective interests in the condemnation proceeding. Without limiting the generality of the preceding sentence, Lessor has no interest in any award made to Lessee for Lessee’s moving and relocation expenses or for the loss of Lessee’s leasehold interest, fixtures and other tangible personal property if a separate award for such items is made to Lessee. The termination of this Lease under this section shall not affect the rights of the respective parties to such awards.

12.05 **Definition of Taking.** As used in this Article 12, “taken” or “taking” shall include a sale, transfer or conveyance in avoidance or in settlement of condemnation or a similar proceeding.

**ARTICLE 13: DAMAGE BY CASUALTY**

13.01 **Notice Required.** Lessee shall give immediate verbal notice (within one [1] hour of knowledge), followed by prompt written notice, to Lessor of any material damage caused to the Leased Premises by fire or other casualty.
13.02 Restoration Upon Casualty Loss.

a. If the Leased Premises are totally destroyed by fire, tornado or other casualty not the fault (in whole or in part) of Lessee or any person in or about the Leased Premises with the express or implied consent of Lessee, or if not totally destroyed, if the Leased Premises should be so damaged by such a cause that rebuilding or repairs cannot reasonably be completed within one hundred eighty (180) working days after the date of Lessor’s receipt of insurance proceeds in connection with the casualty, this Lease shall terminate, and rent shall be abated from the date of the casualty. Lessee may waive termination, in which event Lessor shall rebuild or repair the Leased Premises with due diligence, and rent shall be abated for the length of time necessary for the reconstruction or repairs based on the proportion of the Leased Premises rendered unusable as compared to the entire Leased Premises, but there shall be no abatement of any other amounts payable by Lessee under the terms of this Lease.

b. If the Leased Premises are damaged by fire, tornado or other casualty not the fault of Lessee or any person in or about the Leased Premises with the express or implied consent of Lessee, but not to such an extent that rebuilding or repairs cannot reasonably be completed within 180 working days after the date of Lessor’s receipt of insurance proceeds in connection with the casualty, this Lease shall not terminate except as provided in subsection c below.

c. If such damage to the Leased Premises occurs, Lessor shall proceed to rebuild or repair the Leased Premises and any damaged Lessee Improvements as approved in Exhibit D, to substantially the condition in which they existed upon the Effective Date. If the Leased Premises are untenantable in whole or in part following such damage, the rent payable during the period in which they are untenantable shall be adjusted based on the proportion of the Leased Premises rendered unusable as compared to the entire Leased Premises, but there shall be no abatement of any other amounts payable by Lessee under the terms of this Lease. In the event that Lessor fails to complete such rebuilding or repairs within one hundred eighty (180) working days after the date of Lessor’s receipt of insurance proceeds in connection with the casualty, Lessee may terminate this Lease as to the portion of the Leased Premises affected by the casualty or in its entirety upon thirty (30) days’ written notice to Lessor, in which event, except for obligations of the parties which survive termination, the parties shall have no further rights or obligations under this Lease or, as applicable, with respect to the terminated portion of the Leased Premises as of the effective date of termination.

ARTICLE 14: ASSIGNMENT AND SUBLETTING

14.01 Assignment by Lessee. Except with respect to a Permitted Assignment (as defined below), Lessee may not assign this Lease, or any of its rights or obligations hereunder, in whole or in part, including by operation of law, without the prior written consent of Lessor; provided (i) no change in the direct or indirect control of Lessee or any ownership interests therein shall be considered an assignment, and (ii) Lessor shall not unreasonably withhold, condition or delay its consent to a proposed assignment. In connection with any request by Lessee for Lessor’s consent to a proposed assignment, Lessor’s denial of such consent shall be based upon the following:

a. In the reasonable judgment of Lessor, the assignee (i) is of a character or engaged in a business or proposes to use the Leased Premises in a manner which is not in keeping with Airport standards or would diminish the value of the Airport, or (ii) in Lessor’s reasonable
opinion, is not creditworthy (provided, consent shall not be denied if Lessee agrees to remain liable under this Lease);

b. The occupancy of the Leased Premises by the proposed assignee would cause Lessor’s insurance to be cancelled (or increased, unless such costs will be reimbursed by the proposed assignee);

c. The use is not a use generally in keeping with uses allowed at the Leased Premises; or

d. The use is prohibited at the Airport.

Such consent shall be deemed to have been granted if written notice of non-consent is not received by Lessee within thirty (30) days of a written request for consent.

14.02 Sublease. Notwithstanding the provisions of Section 14.01, Lessee may sublease or otherwise permit the use of office space to subtenants or other users without Lessor’s prior consent provided that (i) the sublease or other use and occupancy agreement is expressly subject to and subordinate to this Lease, and (ii) the terms of the sublease or other use or occupancy agreement are consistent with the terms and conditions of this Lease. Additionally, Lessee shall provide Airport Management with a list of subtenants no more than two times per calendar year.

14.03 No Release. Except for a Permitted Assignment or assignment to a Qualified Lessee (as defined below) to which Lessor has consented pursuant to Section 14.01, no assignment, sublease or grant of use and occupancy rights shall relieve Lessee of its obligations to Lessor hereunder. Any assignment, transfer or sublease that is not permitted under this Lease and has not been authorized by Lessor in writing shall be void. As used herein:

a. “Permitted Assignment” means the transfer of all of part of Lessee’s interest in this Lease or all or part of the Leased Premises to the following types of entities without the written consent of Lessor:

(i) Any transfer to a trust or other entity in connection with estate planning of Lessee’s principal shareholder(s);

(ii) Any transfer to an affiliate (by common ownership) or subsidiary of Lessee;

(iii) Any transfer to a corporation, limited partnership, limited liability partnership, limited liability company or other business entity in which or with which Lessee, or its corporate successors or assigns, is merged, consolidated or reorganized, so long as Lessee’s obligations hereunder are assumed by the entity surviving such merger or created by such consolidation or reorganization.

(iv) Any transfer to a corporation, limited partnership, limited liability partnership, limited liability company or other business entity acquiring all or substantially all of Lessee’s or of Lessee’s business operations in the Leased Premises.

(v) Any transfer to a Qualified Lessee.

b. “Qualified Lessee” means a person or entity with a net worth equal to or greater than an amount equal to three hundred percent (300%) of the then-unpaid Rent obligations of Lessee hereunder.
**Assignment by Lessor.** In the event of an assignment by Lessor of all of its interest in the Leased Premises to a person or entity that assumes all of Lessor’s obligations pursuant to this Lease, Lessee agrees to look solely to such assignee.

**ARTICLE 15: EVENTS OF DEFAULT AND REMEDIES; TERMINATION**

**15.01 Events of Default.** The following events shall constitute “events of default” by Lessee under this Lease:

a. **Rent.** Lessee fails to pay when due any rental or any other sums or charges due under this Lease, and such failure continues for ten (10) days following written notice thereof (provided, however, that Lessor shall be obligated to give only two such notices in any calendar year, and after such two notices, Lessor will no longer be obligated to give any other notice under this section within such calendar year).

b. **Other Breaches.** Failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee, other than as described in subsection a above, where such failure continues for a period of thirty (30) days after written notice by Lessor to Lessee; provided, if the nature of Lessee’s obligation which it has failed to perform is such that more than thirty (30) days are reasonably required for its cure, then it shall not be deemed an event of default if Lessee commences such cure within the thirty (30) day period and, having so commenced, thereafter prosecutes with diligence and completes the curing of such failure or breach within a reasonable time; or

c. **Certain Voluntary Acts.** Lessee (i) files, or consents by answer or otherwise to the filing against it if, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction, (ii) makes an assignment for the benefit of its creditors, or (iii) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Lessee or of any substantial part of Lessee’s property; or

d. **Receivership; Bankruptcy.** Without consent by Lessee, a court or government authority enters an order, and such order is not vacated within thirty (30) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Lessee or with respect to any substantial part of Lessee’s property, or (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction, or (iii) ordering the dissolution, winding up or liquidation of Lessee; or

e. **Vacation or Failure to Operate.** Except in connection with construction, alteration, casualty, eminent domain, act of Lessor, the United States of America or the State of Texas which precludes occupation and use of the Leased Premises or Force Majeure, Lessee vacates or fails to use all or any substantial portion of the Leased Premises for one hundred (120) consecutive days; or

f. **Levy or Attachment.** Except as permitted pursuant to a SNDA executed by Lessor, Lessee and Lessee’s lender and/or any related loan documents, this Lease or any estate of Lessee hereunder is levied upon under any attachment or execution and such attachment or execution is not vacated within thirty (30) days.
15.02 **Lessor Remedies.** If an event of default occurs and the applicable cure period has expired, at any time after such occurrence and prior to the cure thereof, with or without additional notice or demand and without limiting Lessor’s rights or remedies as a result of the event of default, Lessor may do the following:

a. **Terminate this Lease.** Lessor may terminate this Lease on written notice to Lessee. In such event, Lessee shall immediately surrender the Leased Premises to Lessor and, if Lessee fails to do so, Lessor may enter and take possession of the Leased Premises and remove Lessee and any other person occupying the Leased Premises, using reasonable force if necessary, without prejudice to any other remedy it may have for possession or arrearages in Rent and without being liable for any resulting damages. Lessee agrees to pay to Lessor the actual and reasonable amount of related costs and expenses incurred by Lessor, inclusive of reasonable attorney and court costs, within thirty (30) days of Lessor’s request for payment, accompanied by evidence of such costs and expenses. If Lessor terminates this Lease, Lessee shall be deemed to have relinquished all right, title and interest in and to all Improvements (exclusive of Lessee’s removable trade fixtures and equipment), and the same shall become the property of Lessor.

b. **Relet the Leased Premises and Receive the Rent.** Lessor may terminate Lessee’s right to possession of the Leased Premises and enjoyment of the rents, issues and profits there from without terminating this Lease or the estate created hereby. If Lessor retakes possession of the Leased Premises as provided herein, Lessor may lease, manage and operate the Leased Premises and collect the rents, issues and profits there from for the account of Lessee, and credit to the satisfaction of Lessee’s obligations hereunder the net rental thus received, after deducting therefrom all reasonable, actual out-of-pocket third party costs and expenses of repossessing, leasing, managing and operating the Leased Premises.

c. **Enter and Perform.** Lessor shall have the right, but not the obligation, to enter upon the Leased Premises and perform any obligation that Lessee has failed to perform. All reasonable and actual costs and expenses incurred by Lessor in performing such obligations of Lessee shall be deemed additional Rent payable by Lessee to Lessor.

d. **Other Remedies.** Lessor may exercise any other right or remedy available to Lessor under this Lease or at law or in equity.

e. **Default by Lessor.** Lessor shall be deemed to be in default of this Lease (herein, a “Lessor Default”) if Lessor shall fail to keep, perform or observe any of the covenants, agreements, terms or provisions contained in this Lease that are to be kept or performed by Lessor and Lessor shall fail to cure such failure within thirty (30) days after delivery by Lessee to Lessor of written notice specifying the failure; provided, so long as the subject default did not occur due to Lessor’s breach of an affirmative covenant herein (e.g., pursuant to Sections 1.01, 1.05, 1.06, 3.08, 7.01(a), 9.02 and Article 8), if the failure is curable other than by the payment of money but cannot be cured within such thirty (30) day period, Lessor shall not be in default if Lessor commenced cure of the failure during such thirty (30) day period and thereafter diligently and continuously pursues the cure to its completion.

15.03 **Lessee’s Remedies.** If a Lessor Default occurs, Lessee may at any time thereafter and prior to the cure thereof do any one or more of the following:
a. **Terminate this Lease.** Lessee may terminate this Lease by giving Lessor written notice thereof, in which event this Lease and the leasehold estate hereby created and all interest of Lessee and all parties claiming by, through or under Lessee shall automatically terminate upon the effective date of such notice and, except for the obligations of the parties which survive closing and Lessee’s rights under b. below (which shall survive termination), the parties shall have no further rights or obligations hereunder; or

b. **Other Remedies.** Lessee may exercise any other right or remedy available to Lessee under this Lease or under Applicable Law, except as expressly limited by the terms of this Lease.

15.04 **Acceptance of Rent.** The acceptance by Lessor of Lessee’s monthly payments subsequent to the occurrence of any event of default shall be considered to be compensation for Lessee’s use and occupancy of the Leased Premises, and shall in no way constitute a waiver by Lessor of its right to exercise any remedy provided for any event of default.

**ARTICLE 16: LESSOR’S LIEN**

16.01 **Subordination of Lessor’s Lien.** Upon written request from Lessee, Lessor agrees to reasonably subordinate its statutory and contractual landlord’s liens on the Improvements or Lessee’s personal property and trade fixtures to the lien of a lender providing financing to the Lessee, consistent with the terms of this Lease.

**ARTICLE 17: LESSEE’S MORTGAGE OF LEASEHOLD INTEREST**

17.01 **Mortgage of Leasehold Estate.** Lessor grants permission to Lessee for the mortgaging of Lessee’s leasehold interest in the Leased Premises for the sole purpose of obtaining funding for permanent improvements to the Leased Premises. Lessee will provide written notification to Lessor of each such mortgage within ten (10) days after it is executed. Lessor agrees that any lien in its favor arising under this Lease as to the Leased Premises will be subordinate to the lien of the mortgagee under each such mortgage. This clause is self-operative and no further instrument of subordination need be required by any mortgagee of Lessee. The mortgaging by Lessee of its leasehold interest for any other purpose, however, shall require the advance written approval of Lessor. **In no event, however, shall any lien be asserted against the underlying fee simple interest of Lessor in the Leased Premises.**

**ARTICLE 18: MISCELLANEOUS**

18.01 **Gender Neutral.** When the singular number is used in this Lease, it will include the plural when appropriate, and the neuter gender will include the feminine and masculine genders when appropriate.

18.02 **Severability.** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, this Lease will remain in effect, and the remaining provisions will continue in force if they can be given effect without the invalid portion.

18.03 **Amendment.** This Lease may be amended only by an instrument in writing signed by both parties. This Lease shall apply to and be binding upon the parties and their permitted successors in interest and legal representatives.

18.04 **Headings.** The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions of this Lease.
18.05 **Nonwaiver of Rights.** No waiver of default by either party of any terms, covenants and conditions hereof to be performed, kept and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept and observed by the other party.

18.06 **Force Majeure.** Whenever a period of time is prescribed for action to be taken by Lessor or Lessee, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes beyond the reasonable control of Lessor or Lessee (herein, “force majeure”) shall be excluded from the computation of any such period of time.

18.07 **Quiet Enjoyment.** Lessor represents and warrants that it has the lawful authority to enter into this Lease and has title to the Leased Premises. Lessor further covenants that Lessee shall have and enjoy undisturbed possession of the Leased Premises as long as Lessee performs its obligations under this Lease. This Lease is subject, however, to the rights of the United States of America during periods of national emergency and its right to take all or a portion of the Airport for federal activities, as provided herein.

18.08 **No Partnership.** This Lease shall not be construed as creating the relationship of principal and agent or of partnership or of joint venture between the parties. The only relationship between the parties is that of Lessor and Lessee.

18.09 **No Brokers.** Lessee warrants that it has had no dealings with any broker or agent in connection with the negotiation or execution of this Lease, and Lessee agrees to indemnify and hold Lessor and Airport Management harmless from and against any and all costs, expense or liability for commissions or other compensation charges payable to any broker or agent of Lessee with respect to this Lease.

18.10 **Governing Law; Venue; Dispute Resolution.** The parties agree that the laws of the State of Texas shall govern this Lease and that exclusive venue for enforcement of this Lease shall lie in Hays County, Texas. In the event a claim, dispute, or controversy (defined for the purposes of this Lease as “Claim”) arises out of or relates to this Lease, Lessor and Lessee agree that, as a condition precedent to litigation, Lessor (or, at Lessor’s direction, Airport Manager) shall meet and attempt to resolve the matter within five (5) business days of a party’s request.

18.11 **Charitable Immunity or Exemption.** If Lessee is a charitable association, corporation, partnership, individual enterprise or entity and claims immunity to or an exemption from liability for any kind of property damage or personal damage, injury or death, Lessee hereby expressly waives its rights to plead defensively any such immunity or exemption as against Lessor and Airport Management.

18.12 **Notices.** Notices required of either party pursuant to the provisions of this Lease shall be conclusively determined to have been delivered to the other party when (i) hand-delivered to the other party, or (ii) mailed in the United States Mail, postage prepaid, certified, with return receipt requested, to the address specified below:

If to Lessor:

City of San Marcos
630 East Hopkins
San Marcos, Texas 78666
and

1807 Airport Drive, Suite 200
San Marcos, Texas 78666

If to Lessee:
McCoy Corporation
1350 IH 35 N
San Marcos, Texas 78666
Attn: VP of Real Estate and General Counsel

A party hereto may change its address by giving notice thereof to the other party in conformity with this Section 18.12.

18.13 **Entire Agreement.** This Lease and the exhibits hereto constitute the entire understanding and agreement by the parties hereto concerning the Leased Premises, and any prior or contemporaneous agreement, oral or written, which purports to vary from the terms hereof shall be void.

18.14 **Action through Airport Management.** All parties agree that Lessor may choose to exercise any of its non-delegable powers under this Lease through its Airport Management. Unless Lessor notifies Lessee in writing of new Airport Management, Airport Management is Texas Aviation Partners, LLC, a Texas limited liability company, with an address of 1807 Airport Drive, Suite 200, San Marcos, Texas 78666.

18.15 **Consent.** In any instance in which the consent of one party, or the Airport Management, is required, consideration of the matter in question is to be promptly given, consent not to be unreasonably withheld, conditioned or delayed.

18.16 **Attorney Fees.** Each party will be required to pay its own attorneys’ fees incurred in connection with the negotiation of this Lease or any action or proceeding arising between Lessor and Lessee regarding this Lease. Further, except as expressly provided herein, each party waives any and all rights under law or in equity to seek or recover attorney’s fees from the other party in any civil or administrative litigation or dispute resolution proceeding for breach of this Lease or to enforce any provision of this Lease.

18.17 **Recordation.** Lessor and Lessee will, at the request of the other, promptly execute a memorandum of lease in recordable form constituting a short form of this Lease, which may be filed for record in the Official Public Records of Caldwell County, Texas. This Lease itself shall not be filed of record.

18.18 **Reservation of Immunities.** TO THE EXTENT PROVIDED IN TEXAS LOCAL GOVERNMENT CODE CHAPTER 271 SUBCHAPTER I, AND OTHER APPLICABLE LAW, LESSOR WAIVES ITS RIGHTS TO ASSERT GOVERNMENTAL IMMUNITY FROM SUIT FOR BREACH OF THIS LEASE BY LESSOR OR LIABILITY FOR CONTRACT CLAIMS ASSERTED BY LESSEE SEEKING THE REMEDIES OF LESSEE SET FORTH HEREIN, INCLUSIVE OF SECTION 15.04. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE, LESSOR DOES NOT WAIVE, AND EXPRESSLY RESERVES, ALL IMMUNITIES EXISTING UNDER APPLICABLE LAW AVAILABLE TO LESSOR AS A TEXAS HOME-RULE MUNICIPAL CORPORATION. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT THE FOREGOING WAIVER IS A LIMITED AND NOT A GENERAL WAIVER, AND THAT ITS EFFECT IS LIMITED TO SPECIFIC CONTRACT CLAIMS UNDER THIS LEASE.
18.19 **No Third Party Beneficiaries.** This Lease is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person or entity other than the parties hereto and their assigns any legal or equitable rights hereunder.

18.20 **Survival.** Any terms and provisions of this Lease pertaining to rights, duties or liabilities extending beyond the expiration or termination of this Lease shall survive the same.

18.21 **Exhibits.** The exhibits to this Lease are as follows:

- **Exhibit A** Location of Hangar and Parking Facilities
- **Exhibit B** Renewal Option
- **Exhibit C** Lessor’s Improvements
- **Exhibit D** Lessee’s Improvements

18.22 **Termination of Current Lease.** Effective as of the Effective Date, the Current Lease (“Lease of Airport Property and Buildings” for the hangar located at 1747 Airport Drive) is terminated and, except for Lessor’s obligation to credit any sums previously paid by Lessee to Lessor thereunder against sums due hereunder, the parties shall have no further rights or obligations thereunder.

**IN WITNESS WHEREOF,** the parties hereto have executed this Lease effective as of the Effective Date.

**LESSOR:**

CITY OF SAN MARCOS, TEXAS

By: ____________________________
Name Printed: ____________________
Title: __________________________

**LESSEE:**

McCoy Corporation, a Texas corporation

By: ____________________________
Name Printed: ____________________
Title: __________________________

**ATTEST:**

________________________________
EXHIBIT A
Location of Hangar and Reserved Parking Spaces
EXHIBIT B
Renewal Option

This Renewal Option is attached to and a part of that certain Airport Facility Lease Agreement for Incidental Business Use (the “Lease”), by and between the City of San Marcos, a municipal corporation of the State of Texas (“Lessor”), and McCoy Corporation, a Texas corporation (“Lessee”). For and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor grants to Lessee the option to extend the Lease, as hereinafter set forth.

Contingent upon satisfaction of all of the following conditions, Lessee is hereby granted the option to extend the Term (the “Primary Term”) for two (2) successive periods following the expiration of the Primary Term on ______________________, the first containing approximately one hundred twenty (120) calendar months and expiring on ______________________, and the second containing one hundred twenty (120) full calendar months and expiring on ______________________ (such extension periods herein “Renewal Term 1” and “Renewal Term 2”, respectively, and each a “Renewal Term”), said conditions being that:

(i) Lessee shall not be in default beyond any applicable cure period at the time it attempts to exercise an option hereunder; and

(ii) Lessee shall have given notice to Lessor not less than one hundred eighty (180) days prior to the expiration of the Primary Term, Renewal Term 1, or Renewal Term 2, as applicable, of Lessee’s exercise of such option.

Time is of the essence in the exercise of the options herein granted and should Lessee fail to exercise its right to any option by timely notice, such option and all successive options shall lapse and be of no further force or effect.

In the event that Lessee effectively exercises any option herein granted, then all of the terms and provisions of the Lease as are applicable during the Primary Term shall likewise be applicable during Renewal Term 1 and Renewal Term 2 as applicable, except that fixed Rent per calendar month (subject to proration with respect to any partial calendar month) shall be payable as follows:

____________, 2030 through ______________, 2035:  $4,464.39
____________, 2035 through ______________, 2040:  $4,910.82
____________, 2040 through ______________, 2045:  $5,401.90
____________, 2045 through ______________, 2050:  $5,942.09

Other than as provided herein, Lessee shall have no further right to renew or extend the Term. Lessee’s rights under this Renewal Option shall immediately terminate if the Lease or Lessee’s right to possession of the Leased Premises is terminated.

References in this Renewal Option and the Lease to the “Term” or the “Lease Term” shall be understood to refer to both the Primary Term and (if Lessee’s option therefor is effectively exercised in accordance with the provisions hereof) also the stated Renewal Term(s), as applicable, unless such interpretation is expressly negated.
EXHIBIT D
Lessee’s Improvements

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<tr>
<td>Office/Restroom Facility</td>
<td>$150,900</td>
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<tr>
<td>Rock Wainscot on Front of Hangar</td>
<td>$8,000</td>
</tr>
<tr>
<td>Fire Alarm/Burglar Alarm Installation</td>
<td>$24,000</td>
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<tr>
<td>Asphalt Lane Behind Hangar</td>
<td>$5,000</td>
</tr>
<tr>
<td>Floor Surface Finishing</td>
<td>$6,000</td>
</tr>
<tr>
<td>Electrical for Hobart GPU-400</td>
<td>$4,000</td>
</tr>
<tr>
<td>Xeriscape Landscaping</td>
<td>$3,500</td>
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Total: $201,400
AGENDA CAPTION:
Consider approval of Resolution 2020-38R, approving the appointment of the Animal Services Manager Jeanne Saadi as the Local Rabies Control Authority as required by Texas Health and Safety Code 826.017; and declaring an effective date.

Meeting date: March 3, 2020

Department: Neighborhood Enhancement - Animal Services

Amount & Source of Funding
Funds Required: N/A
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: Council appointed an interim LRCA in 2019 while the Animal Services Manager position was vacant.

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.
Master Plan: [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]
Choose an item.

Background Information:
Section 826.017 of the Texas Health and Safety Code states that the governing body of a municipality shall designate an officer to act as the local rabies control authority. Additionally, Chapter 6 of the San Marcos ordinance, related to animals, states that the Animal Services Manager shall act as the local rabies control authority.

Council Committee, Board/Commission Action:
Click or tap here to enter text.

Alternatives:
Click or tap here to enter text.

Recommendation:
Designate the Animal Services Manager as the local rabies control authority.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING THE APPOINTMENT OF THE ANIMAL SERVICES MANAGER JEANNE SAADI AS THE LOCAL RABIES CONTROL AUTHORITY AS REQUIRED BY TEXAS HEALTH AND SAFETY CODE SECTION 826.017; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The City Council of the City of San Marcos hereby appoints the Animal Services Manager Jeanne Saadi as the Local Rabies Control Authority as required by Texas Health and Safety Code section 826.017.

PART 2. This resolution shall be in full force and effect immediately from and after its passage.


Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk
STATE LAW

HEALTH AND SAFETY CODE
TITLE 10. HEALTH AND SAFETY OF ANIMALS
CHAPTER 826. RABIES
SUBCHAPTER A. GENERAL PROVISIONS

Section 826.017. Designation of Local Rabies Control Authority.

(a) The commissioners court of each county and the governing body of each municipality shall designate an officer to act as the local rabies control authority for the purposes of this chapter.

(b) Except as restricted by department rule, the officer designated as the local rabies control authority may be the county health officer, municipal health officer, animal control officer, peace officer, or any entity that the commissioners court or governing body considers appropriate.

(c) Among other duties, the local rabies control authority shall enforce:

(1) this chapter and the department rules that comprise the minimum standards for rabies control;

(2) the ordinances or rules of the municipality or county that the local rabies control authority serves; and

(3) the rules adopted by the executive commissioner under the area rabies quarantine provisions of Section 826.045.

LOCAL ORDINANCE

• CHAPTER 6 - ANIMALS

• ARTICLE 1. - IN GENERAL—TREATMENT OF ANIMALS

Sec. 6.003. - Office of animal services manager: duties; enforcement.

(a) The director of community services will select an animal services manager. The animal services manager will select the animal services staff members including animal control officers. The animal services staff will be under the supervision and control of the director of community services.

(b) The animal services manager shall act as the local rabies control authority for the purpose of enforcing animal health and control laws in the State of Texas.
The __________________________ of __________________________
(governing body) (city or county)

designates __________________ as the Local Rabies Control Authority (LRCA) for the purposes of the RABIES CONTROL ACT OF 1981.

This appointment became effective __________________________
(date)

AUTHORIZING PERSON’S NAME (print): __________________________

AUTHORIZING PERSON’S TITLE: __________________________

AUTHORIZING PERSON’S SIGNATURE: __________________________

Please print the name and contact information of the appointed individual:

NAME: __________________________

AGENCY: __________________________

STREET ADDRESS: __________________________

MAILING ADDRESS: __________________________

CITY/STATE/ZIP: __________________________

JOB TITLE: __________________________

TELEPHONE: __________________________

FAX: __________________________

E-MAIL ADDRESS: __________________________

RETURN THIS FORM TO: Department of State Health Services
Zoonosis Control
2408 South 37th Street
Temple, TX 76504
AGENDA CAPTION:
Consider approval of Resolution 2020-39R, approving a Change in Service to the agreement with the Quetel Corporation to provide for the renewal of evidence management software for use by the San Marcos Police Department and authorize three additional annual renewals in the amount of $29,265.00 for a total contract price of $161,125.00; 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: March 3, 2020

Department: Police, Bob Klett, Interim Chief, Director (By Lynda Williams, Purchasing Manager)

Amount & Source of Funding
Funds Required: $29,625 (annually)
Account Number: 10002141 52395
Funds Available: $29,625
Account Name: SOFTWARE LIC & MAINTENANCE

Fiscal Note:
Prior Council Action: August 2015 Quetel Corporation was awarded a Sole Source contract in the amount of $101,480.00.

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.
Master Plan: [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]
Choose an item.

Background Information:
On August 4, 2015 Council approved the sole source contract with Quetel Corporation for Evidence Management Software for the City of San Marcos Police Department in the amount of $101,480.00. This Authorization for Change in Service Renewal exceeds that approved amount.

This request is for annual renewals in an estimated amount of $29,625 for an anticipated three (3) additional renewals to be awarded administratively in the form of an Authorization of Change in Service.

Council Committee, Board/Commission Action:
Click or tap here to enter text.

Alternatives:
Click or tap here to enter text.

Recommendation:
Approve annual renewal of $29,265 for an anticipated three (3) additional years for contract 215-316 for Evidence Management Software for the Police Department.
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 THE QUETEL CORPORATION TO PROVIDE FOR THE RENEWAL OF EVIDENCE MANAGEMENT SOFTWARE FOR USE BY THE SAN MARCOS POLICE DEPARTMENT AND AUTHORIZE THREE ADDITIONAL ANNUAL RENEWALS IN THE AMOUNT OF $29,265.00 FOR A TOTAL CONTRACT PRICE OF $161,125.00; 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 agreement with the Quetel Corporation to provide for the renewal of Evidence Management Software for use by the San Marcos Police Department and authorize three additional annual renewals in the amount of $29,265.00 for a total contract price of $161,125.00 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.


Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk
EXHIBIT B
AUTHORIZATION OF CHANGE IN SERVICE

| CONTRACT NUMBER / CONTRACT NAME: | 215-316 Upgrade Evidence Management Software |
| CITY REPRESENTATIVE: | Tanee Young, Information Technology Department |
| CONTRACTOR: | QUETEL Corporation |
| CONTRACT EFFECTIVE DATE: | September 1, 2015 |
| THIS AUTHORIZATION DATE: | March 4, 2020 |

DESCRIPTION OF WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES:
Renewal of annual support for Evidence Management Software from the period of February 1, 2020 through January 31, 2021. The annual renewal amount is $29,625.

| Original Contract Amount: | 30,380.01 |
| Previous Increases/Decreases in Contract Amount: | 101,480.00 |
| This Increase/Decrease in Contract Amount: | 29,625.00 Renew 2-1-20 through 1-31-21 |
| Revised Contract Amount: | 161,125.01 |

CONTRACTOR:

Attached Invoice 15089

Signature

Date

Print Full Name / Title (if not in individual capacity)

CITY:

Signature

Date

Bert Lumbreras
Print Name

City Manager
Title

City Department Use Only Below This Line (PM, etc.).

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# Invoice

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**QUETEL CORPORATION**  
14100 Sullyfield Circle Suite 700  
Chantilly, VA 20151  
703-318-8836

**BILL TO:**  
City of San Marcos  
630 East Hopkins Street  
San Marcos, TX 78666

**SHIP TO:**  
City of San Marcos  
630 East Hopkins Street  
San Marcos, TX 78666

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**TOTAL**  
$29,625.00
AGENDA CAPTION:
Consider approval of Resolution 2020-40R, approving a Change in Service to the agreement with MCCI, Inc. to renew the Laserfiche software license and application in the estimated annual amount of $30,509.15 and authorizing three one-year renewal periods for a total estimated contract price of $154,522.35; 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: March 3, 2020

Department: City Clerk, Tammy Cook, Interim City Clerk (By Lynda Williams, Purchasing Manager)

Amount & Source of Funding
Funds Required: $30,509.15 (Annually)
Account Number: 10001101 52395
Funds Available: $31,000
Account Name: SOFTWARE LIC & MAINTENANCE

Fiscal Note:
Prior Council Action: December 11, 2007: MCCI was awarded a contract in the amount of $150,000.

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.
Master Plan: [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]
Choose an item.

Background Information:
On December 11, 2007 Council approved the sole source contract with MCCI LLC for Laserfiche an enterprise content management (ECM) or document management software in the amount of $150,000.

This request is for annual renewal in an estimated amount of $30,509.15 with three (3) anticipated renewals to be awarded administratively in the form of an Authorization of Change in Service.

Council Committee, Board/Commission Action:
Click or tap here to enter text.

Alternatives:
Click or tap here to enter text.

Recommendation:
Approval of Authorization of Change in Service for contract 216-199 with MCCI, LLC for an estimated annual renewal amount of $30,509.15.
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 MCC, INC. TO RENEW THE LASERFICHE SOFTWARE LICENSE AND APPLICATION IN THE ANNUAL AMOUNT OF $30,509.15 AND AUTHORIZING THREE ONE-YEAR RENEWAL PERIODS FOR A TOTAL ESTIMATED CONTRACT PRICE OF $154,522.35; 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 agreement with MCC, Inc. to renew the Laserfiche software application in the annual amount of $30,509.15 and authorizing three renewal periods for a total contract price of $154,522.35 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.


Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk
EXHIBIT B
AUTHORIZATION OF CHANGE IN SERVICE

| CONTRACT NUMBER / CONTRACT NAME: | 216-199 Laserfiche Scanning & Indexing |
| CITY REPRESENTATIVE: | Tanee Young, Information Technology Department |
| CONTRACTOR: | MCCI |
| CONTRACT EFFECTIVE DATE: | February 1, 2017 |
| THIS AUTHORIZATION DATE: | March 3, 2020 | AUTHORIZATION NO.: 3 |

DESCRIPTION OF WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES:

Renewal of Annual Support for Laserfiche content management software from the period March 25, 2020 to March 24, 2021. The annual renewal amount is $30,509.15.

| Original Contract Amount: | 30,514.00 |
| Previous Increases/Decreases in Contract Amount: | 93,529.20 |
| This Increase/Decrease in Contract Amount: | 30,509.15 Renewal 3-25-20 to 3-24-21 |
| Revised Contract Amount: | 154,522.35 |

CONTRACTOR:

Renewal per terms of the Agreement

Signature ___________________________ Date ________________

Print Full Name / Title (if not in individual capacity)

CITY:

Signature ___________________________ Date ________________

Bert Lumbreras
Print Name

City Manager
Title

City Department Use Only Below This Line (PM, etc.).

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</table>
AGENDA CAPTION:
Consider approval of Resolution 2020-41R, approving a Change in Service to the agreement with Solid Border, Inc. to provide for additional hardware and a one-year software license to upgrade the City’s security infrastructure through the Department of Information Resources Cooperative Purchasing Program (Contract No. TSO-4095) in the amount of $49,230.00; 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: March 3, 2020

Department: Information Technology - Mike Sturm, Director (By Lynda Williams, Purchasing Manager)

Amount & Source of Funding
Funds Required: $49,230.00
Account Number: 10001117.52395 ($16,408), 22006330.53095 ($12,411), 22006330.52395 ($4,000), 21006316.52395 ($12,411), 21006316.53095 ($4,000)

Funds Available: $50,000
Account Name: Software License and Maintenance, Supplies-Computer

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.
Background Information:
This change in service is for 2 physical hardware security appliances, with advanced security license, and 1-year support in the amount of $49,230 from Solid Border through purchasing cooperative DIR, to upgrade the City’s security infrastructure. This will replace the City’s 2-physical security appliances and support the secondary internet egress to the City network. This equipment is for the enterprise and will be used by the entire City. This Change in Services includes recurring maintenance expenses and may be awarded administratively in the form of an Authorization of Change in Service.

The City of San Marcos is authorized by the Local Government Code, Chapter 271, to participate in cooperative purchasing programs. Department of Information Resources (DIR) Cooperative Purchasing has awarded contract #DIR-TSO-4095 for Information Technology Security (ITS) Hardware, Software and Services to Solid Border, Inc.

Council Committee, Board/Commission Action:
Click or tap here to enter text.

Alternatives:
Click or tap here to enter text.

Recommendation:
Recommend approval of change in service for $49,230 to Solid Border to purchase hardware to upgrade the City’s security hardware.
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 SOLID BORDER, INC. TO PROVIDE FOR ADDITIONAL HARDWARE AND A ONE-YEAR SOFTWARE LICENSE TO UPGRADE THE CITY’S SECURITY INFRASTRUCTURE THROUGH THE DEPARTMENT OF INFORMATION RESOURCES COOPERATIVE PURCHASING PROGRAM (CONTRACT NO. TSO-4095) IN THE AMOUNT OF $49,230.00; 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 agreement with Solid Border, Inc. to provide for additional hardware and a one-year software license to upgrade the City’s security infrastructure through the Department of Information Resources Cooperative Purchasing Program (Contract No. TSO-4095) in the amount of $49,230.00 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.


Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk
AGENDA CAPTION:
Consider approval of Resolution 2020-42R, approving a Change in Service to the agreement with LNV, Inc. relating to design and construction services for the Blanco Gardens Improvement Project to convert existing overhead electric lines to underground lines in the amount of $61,770.00; 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: March 3, 2020

Department: Engineering & Capital Improvements, Laurie Moyer, Director (by Lynda Williams, Purchasing Manager)

Amount & Source of Funding
Funds Required: $61,770.00 (electric)
Account Number: C563
Funds Available: $8,000 (electric)
Account Name: Linda Drive Improvements

Fiscal Note:

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.
This is to request approval of Change In Service to contract 219-113 with LNV, Inc. to add electric design services to the Linda Drive Improvements Project. The city’s electric department recently decided to convert their overhead electric infrastructure to underground in the Blanco Gardens neighborhood. This project will include the conversion to underground within the Linda Drive Project limits i.e. Bugg Lane to River Road (approximately 3,000 ft.). Conversion of electric to underground will increase system reliability and improve the aesthetics of the area.

Overall, the Linda Drive Improvements will:
- Replace 7,000 ft. of sewer main
- Provide storm water improvements as identified in the stormwater master plan
- Provide water system improvements
- Add sidewalk from Sherbarb St. to River Road.
- Provide other street improvements fixing driveways and curb and gutter.

The design is due to complete by Spring of 2021 with Construction scheduled for 2022.

Council Committee, Board/Commission Action:
Click or tap here to enter text.

Alternatives:
Click or tap here to enter text.

Recommendation:
Staff recommends approval Change in Service to contract 219-113 with LNV, Inc. in the estimated amount of $61,770.00.
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 LNV, INC. RELATING TO DESIGN SERVICES FOR THE LINDA DRIVE IMPROVEMENT PROJECT TO CONVERT EXISTING OVERHEAD ELECTRIC LINES TO UNDERGROUND LINES ON LINDA DRIVE FROM RIVER ROAD TO REBECCA STREET IN THE AMOUNT OF $61,770.00; 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 agreement with LNV, Inc. relating to design services for the Linda Drive Improvement Project to convert existing overhead electric lines to underground lines on Linda Drive from River Road to Rebecca Street in the amount of $61,770.00 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.


Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk
### EXHIBIT 4
**AUTHORIZATION OF CHANGE IN SERVICE**

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<th>219-113 Linda Drive Improvements</th>
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<td>CITY REPRESENTATIVE:</td>
<td>Kirk Abbott, P.E.</td>
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<td>CONTRACTOR:</td>
<td>LNV, Inc.</td>
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<td>CONTRACT EFFECTIVE DATE:</td>
<td>May 28, 2019</td>
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<td>THIS AUTHORIZATION DATE:</td>
<td>January 28, 2020</td>
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**DESCRIPTION OF WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES:**

Provide electrical design services to convert the existing overhead to underground located on Linda Drive from River Road to Rebecca Street, approximately 3,000 feet. See attached LNV’s Fee Proposal Worksheet, Attachment A and Schneider Engineering’s Proposal, Attachment B.

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<td>Revised Contract Amount:</td>
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**CONTRACTOR:**

Byron Sanderfer, P.E. / Vice President

Print Full Name / Title (if not in individual capacity)

**CITY:**

Signature                                    Date

Print Name

Title

---

**City Department Use Only Below This Line (PM, etc.).**

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| Fully-Loaded Hourly Wage Rates * (as defined below) | $225.00 | $205.00 | $160.00 | $140.00 | $96.00 | $60.00 | $50.00 | $140.00 | $94.50 | $180.00 | $210.00 | Schneider |

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).
“LNV, Inc.” as CLIENT engages “SCHNEIDER ENGINEERING, LTD.” as CONSULTANT to perform professional services for the assignment described as follows:

I. SERVICES: CONSULTANT agrees to perform engineering and/or consulting services on an as-needed basis to support projects assigned by the CLIENT.

SEE ATTACHMENT 1: Proposal for Linda Drive Overhead to Underground Conversion

II. COMPENSATION: The CONSULTANT’S periodic compensation will be a percentage of completion of each milestone during the billing period. The CONSULTANT shall submit an invoice statement to the CLIENT monthly for all compensation due hereunder.

III. PAYMENTS: CONSULTANT will invoice CLIENT periodically in amounts earned under this Agreement. CLIENT agrees to promptly pay CONSULTANT at his office, the full amount of each such invoice upon receipt. CLIENT agrees to pay a charge of one and one-half (1.5) percent per month on all invoiced amounts not paid within thirty (30) calendar days of the date of the invoice, calculated from the date of the invoice.

IV. TERMINATION: This Agreement may be terminated without cause at any time prior to completion of CONSULTANT’S services by CLIENT or by CONSULTANT upon seven (7) days’ written notice to the other at the address of record. Termination shall release each party from all obligations of this Agreement, except CLIENT shall pay CONSULTANT the full amount specified in paragraph II, with respect to any SERVICES performed to the date of termination.

V. LIABILITY LIMITATION: CONSULTANT’S liability to CLIENT for any reasons beyond generally accepted standard of care in performing the SERVICES of this Agreement shall not exceed the amount of COMPENSATION received by CONSULTANT for these SERVICES.

VI. INDEMNITY AGREEMENT: The CONSULTANT shall, to the fullest extent permitted by law, indemnify and hold harmless the CLIENT; CLIENT’S officers and employees; agents and sub-consultants from and against all damage, liability and cost including reasonable attorney fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this Contract, excepting only those damages, liabilities or costs attributable to the negligence or willful misconduct of the CLIENT, CLIENT’S officers, agents or sub consultants.

VII. CONFIDENTIAL INFORMATION: It is understood that the CONSULTANT may be dealing with confidential information and/or documents which are the CLIENT’S property, used in the course of its business. The CONSULTANT agrees, during term of this agreement and at all times thereafter, not disclose to anyone, directly or indirectly, any of such confidential information and/or documents, or use them other than in the course of work under this Agreement without the CLIENT’S written consent.

VIII. INVALIDATION: This Agreement is tendered on January 22, 2020. If this Agreement is not executed by CLIENT within thirty (30) calendar days of the date tendered, it shall become invalid unless CONSULTANT extends the time in writing.

IX. AUTHORIZATION: Each individual executing this Agreement on behalf of the CLIENT or CONSULTANT, by this execution, acknowledges that he is duly authorized to commit the CLIENT or CONSULTANT to the AGREEMENT.
LNV, INC.  
CLIENT

By: ____________________________________________
Name:  
Position:  

SCHNEIDER ENGINEERING, LTD.  
CONSULTANT

By: ____________________________________________
Mr. Nakee Laws, P.E.  
Vice President
Client: LNV, Inc.

Proposal: Linda Drive Overhead to Underground Conversion

Scope of Work:
The Schneider Engineering, Ltd. (SE) team is pleased to present this proposal to prepare design plans and specifications for a future overhead to underground conversion of the San Marcos Electric Utilities (SMEU) overhead electrical distribution facilities located on Linda Drive approximately 3000 feet from River Road to Rebecca Street.

The design plans will include plan and profile drawings of the conduits and manholes necessary for conversion of overhead to underground facilities for incorporation with the Client’s water and sewer engineering upgrade project along Linda Drive.

SE will survey the existing electrical facilities and prepare an overall, high level plan to provide service to existing SMEU customers along Linda Drive from the future underground distribution facilities. The overall, high level plan is not intended to provide detail design of services to individual SMEU customer facilities but is required to ensure adequate conduits are extended to the edge of road right-of-way for future service conversion to underground.

Deliverables

▪ SE will deliver 30%, 60%, and 90% design level drawings, and 100% for construction design drawings, specifications, and BOM for bidding purposes. SE will attend interim (30%, 60% and 90%) and final design review meetings with Client: SE will maintain contact with the Client and transmit preliminary review drawings during the design process to ensure details conform to project requirements. SE will revise and update design plans per Client and SMEU comments.

▪ SE will provide a Probable Cost of Construction for the underground electric facilities at each design level.

▪ SE will attend pre-bid meeting and respond to Requests for Information from prospective bidders. SE will evaluate the electrical facility portion of bids.

▪ SE will provide construction support, estimated at 2 manhours per month, during construction, including submittal review. SE will prepare an As-built drawing set based on survey data of manhole and marker locations provided by Client.

Assumptions

▪ Client will provide SE with CAD drawings of the Client Linda Drive Improvement Project as the basis of SE design plans.

▪ SE’s services do not include any easement exhibit development or acquisition services.

▪ Coordination with telecommunication providers and design of telecommunication facilities is not included in the scope of work. SE will incorporate conduits for telecommunication providers in the design plans for joint trenching with electric installation purposes only as directed by Client or SMEU personnel only.

▪ The estimate of cost is based on six (6) meetings at SMEU facilities, including the pre-bid meeting.

▪ Permits and applications are not included in the estimate.
- Staking services are not included.
- Construction Support does not include inspection of workmanship.
- Environmental services are not included.

**Cost Estimate:**
The fixed fee cost for the engineering services for the scope of work outlined above is provided in the chart below:

<table>
<thead>
<tr>
<th>MILESTONG/TASKS</th>
<th>TOTAL HOURS</th>
<th>COST</th>
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<tbody>
<tr>
<td>30% Design Level</td>
<td>189</td>
<td>$ 28,200.00</td>
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<td>60% Design Level</td>
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<td>$ 4,995.00</td>
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<td>90% Design Level</td>
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<tr>
<td>100% IFC</td>
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<td>Construction Support and Submittal Review</td>
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<tr>
<td>As-built Drawings</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>320</strong></td>
<td><strong>$ 53,250.00</strong></td>
</tr>
</tbody>
</table>

Any change in the scope of work as stated above may require an Addendum to this proposal.

The Schneider Engineering team is looking forward to working with you on this project and will work in a proficient and accurate manner.
### Project Name:
Linda Drive Improvements

### Name of Firm:
Schneider

### Date Proposal Submitted:
1/22/2020

### Project Manager:
Gregory Baumbach

<table>
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<th>Position/Personnel Title</th>
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<th>Project Manager</th>
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Linda Drive Improvements
AGENDA CAPTION:
Consider approval of Resolution 2020-43R, approving an addendum to the Master Lease/Purchase Financing Agreement with US Bancorp Government Leasing and Finance, Inc. that adds eighteen 2020 Police Chevrolet Tahoes and two 2020 Chevrolet Silverados to be financed under the Agreement in the amount of $678,973.23, inclusive of interest, for a three-year term; authorizing the City Manager or his designee to execute all appropriate documents associated with this transaction; and declaring an effective date.

Meeting date: March 3, 2020

Department: Police Department - Bob Klett, Interim Chief (By Lynda Williams, Purchasing Manager)

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 a financing agreement to finance twenty 2020 Tahoes in the amount of $678,973.23 on October 15, 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.
Background Information:

On January 2, 2020, we were notified that resulting from the United Auto Workers strike of over eight weeks, the City’s order through Johnson Grayson Automotive would be reduced to 10 units by General Motors. The Police Department was able to obtain 8 additional Chevrolet Tahoe units and 2 Chevrolet Silverado Trucks from Caldwell Country off of the BuyBoard Contract #601-19 for Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor.

This is a $0.00 change to the financing agreement and only a change to the description from twenty 2020 Police Chevrolet Tahoes to eighteen (18) 2020 Police Chevrolet Tahoes and two (2) 2020 Chevrolet Silverados.

Council Committee, Board/Commission Action:
Click or tap here to enter text.

Alternatives:
Click or tap here to enter text.

Recommendation:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING AN ADDENDUM TO THE MASTER LEASE-PURCHASE FINANCING AGREEMENT WITH US BANCORP GOVERNMENT LEASING AND FINANCE INC. THAT ADDS EIGHTEEN 2020 POLICE CHEVROLET TAHOES AND TWO 2020 CHEVROLET SILVERADOS TO BE FINANCED UNDER THE AGREEMENT IN THE AMOUNT OF $678,973.23, INCLUSIVE OF INTEREST, FOR A THREE-YEAR TERM; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL APPROPRIATE DOCUMENTS ASSOCIATED WITH THIS TRANSACTION; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The Addendum to Master Lease Purchase Financing Agreement (the “Addendum”) with US Bancorp Government Leasing and Finance, Inc. adding eighteen 2020 police Chevrolet Tahoes and two 2020 Chevrolet Silverados to be financed under the agreement in the amount of $678,973.23, inclusive of interest, for a three-year term is approved.

PART 2. The City Manager or his designee is authorized to execute the appropriate documents associated with this transaction on behalf of the City.

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


Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk
File #: Res. 2020-44R, Version: 1

AGENDA CAPTION:
Consider approval of Resolution 2020-44R, awarding a contract to Caldwell Country Chevrolet through the BuyBoard Cooperative Agreement (Contract No. 601-19) for the purchase of eight Chevrolet Tahoes and two Chevrolet Silveradoes for the police department in the amount of $300,614.60; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.

Meeting date: March 3, 2020

Department: Police Department - Bob Klett, Interim Chief of Police (By Lynda Williams, Purchasing Manager)

Amount & Source of Funding
Funds Required: $300,614.60
Account Number: Funded through financing agreement with U.S. Bancorp Government Leasing and Financing, Inc
Funds Available: $294,715-Financing agreement, $5,899.60 Capital Funding

Account Name: Financing agreement, Capital Outlay

Fiscal Note:

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.
Background Information:
On October 15, 2019 City Council approved the purchase of twenty 2020 Police Chevrolet Tahoes in the amount of $649,780 from Johnson Grayson Automotive, through the Texas SmartBuy Cooperative (Contract #070-A1). On January 2, 2020, we were notified that resulting from the United Auto Workers strike of over eight weeks, the City's order through Johnson Grayson Automotive would be reduced to 10 units by General Motors. Fortunately, the Police Department located 8 additional Tahoes and 2 Chevrolet Silverados from Caldwell Country Chevrolet (on contract with purchasing cooperative BuyBoard) for the cost of $330,789.60.

The City of San Marcos is authorized by the Local Government Code, Chapter 271, to participate in cooperative purchasing programs. The (“BuyBoard”) Cooperative Purchasing has awarded contract #601-19 for Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor to Caldwell Country Chevrolet.

The original authorization by Council in October 2019 was for the amount of $649,780 to Johnson Grayson Automotive for 20 Tahoes. Due to unforeseen circumstances which reduced the previously approved vehicle order, the city requests the purchase of 8 Tahoes and 2 trucks for the revised total cost of $655,679.60 for 20 vehicles. The net difference from the originally approved amount and the revised amount is $5,899.60, which will be cash funded by the City. The original financed amount of $649,780 through U.S. Bancorp Government Leasing and Finance, Inc. will not change.

Due to availability, model year changes, and fluctuating costs we continue to review the best purchase option for our marked fleet. Each year we look at several factors when deciding which type of vehicles to order as replacement vehicles for police cruisers. First, we look at the pricing that is available for the normal police package vehicles available from each manufacturer. What we have found is that the most cost-effective vehicle this year may not be so next year. For example, the Ford Explorers available in FY20 were more expensive than the Tahoes. We also look at where the needs exist within the department. For example, we have found that an SUV works best for our SWAT members and command patrol positions. Tahoes remain
the best purchase option this cycle. Two of the vehicles were changed during this process to a pickup based on need.

**Council Committee, Board/Commission Action:**
Click or tap here to enter text.

**Alternatives:**
Click or tap here to enter text.

**Recommendation:**
Recommend revising the award to Johnson Grayson from 20 Tahoes to 10 and award to a contract Caldwell Country Chevrolet through the BuyBoard for 8 Tahoes and 2 Silverado trucks for the total revised contract award amount of $655,679.60 for 20 police department vehicles.
RESOLUTION NO. 2020-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, AWARDING A CONTRACT TO CALDWELL COUNTRY CHEVROLET THROUGH THE BUYBOARD COOPERATIVE AGREEMENT (CONTRACT NO. 601-19) FOR THE PURCHASE OF EIGHT CHEVROLET TAHOES AND TWO CHEVROLET SILVERADOS FOR THE POLICE DEPARTMENT IN THE AMOUNT OF $300,614.60; 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 contract with Caldwell Country Chevrolet through the BuyBoard Cooperative Agreement (Contract No. 601-19) for the purchase of eight Chevrolet Tahoes and two Chevrolet Silverados for the Police Department in the amount of $300,614.60 is approved.

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

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


Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk
QUOTE# 001

**CONTRACT PRICING WORKSHEET**

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<th>End User: CITY OF SAN MARCOS</th>
<th>Contractor: CALDWELL COUNTRY</th>
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<tr>
<td>Contact Name: SGT. CARL SPRIEGEL</td>
<td>CALDWELL COUNTRY</td>
</tr>
<tr>
<td>Email: <a href="mailto:CSPRIEGEL@SANMARCOSTX.GOV">CSPRIEGEL@SANMARCOSTX.GOV</a></td>
<td>Prepared By: Averyt Knapp</td>
</tr>
<tr>
<td>Phone #: 512-754-2206</td>
<td>Email: <a href="mailto:aknapp@caldwellcountry.com">aknapp@caldwellcountry.com</a></td>
</tr>
<tr>
<td>Fax #:</td>
<td>Telephone #: 512-754-2206</td>
</tr>
<tr>
<td>Location City &amp; State: SAN MARCOS</td>
<td>Fax #: 979-567-4376</td>
</tr>
<tr>
<td>Date Prepared: JANUARY 21, 2020</td>
<td>Address: P. O. Box 27, Caldwell, TX 77836</td>
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<tr>
<td>Contract Number: BUY BOARD #601-19</td>
<td>Tax ID #: 14-1856872</td>
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<td>Product Description: 2020 CHEVROLET 1500 SILVERADO 4X4 CREW CAB CK10543</td>
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**A Base Price & Options:** $29,775

**B Fleet Quote Option:**

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<th>Cost</th>
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**GM WARRANTY**

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<th>Description</th>
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</tr>
</thead>
<tbody>
<tr>
<td>5YR/100,000 MILES POWERTRAIN @ N/C</td>
<td>INCL</td>
<td>CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal B** INCL

**C Unpublished Options**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Cost</th>
<th>Code</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Amount</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------</td>
<td>------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal C</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D Other Price Adjustments (Installation, Delivery, Etc...)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal D INCL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E Unit Cost Before Fee &amp; Non-Equipment Charges (A+B+C+D)</td>
<td>$29,775</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quantity Ordered</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal E $59,550</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F Non-Equipment Charges (Trade-In, Warranty, Etc...)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BUY BOARD FEE</td>
<td>$400</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G. Color of Vehicle: BLACK</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H. Total Purchase Price (E+F)</td>
<td>$59,950</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Estimated Delivery Date: UNITS IN STOCK - REF#LG208559
### A. Bid Series: 31

**A. Base Price:** $26,975.00

### B. Published Options [Itemize each below]

<table>
<thead>
<tr>
<th>Code</th>
<th>Options</th>
<th>Bid Price</th>
<th>Code</th>
<th>Options</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>CC15</td>
<td>2020 CHEVY TAHOE PPV 4X2 PKG</td>
<td>$6,525.00</td>
<td>INCL</td>
<td>DRIVER SIDE SPOT LIGHT</td>
<td>INCL</td>
</tr>
<tr>
<td></td>
<td>5.3L V8 GAS E85; 6-SPEED AUTO</td>
<td>INCL</td>
<td>INCL</td>
<td>FLEET MAINTENANCE CREDIT</td>
<td>INCL</td>
</tr>
<tr>
<td></td>
<td>DUAL BATTERIES</td>
<td>INCL</td>
<td>INCL</td>
<td>FLEET KEYED 6E2</td>
<td>INCL</td>
</tr>
<tr>
<td></td>
<td>AC &amp; HEAT; AM/FM RADIO/CD</td>
<td>INCL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CRUISE CONTROL</td>
<td>INCL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>POWER WINDOWS &amp; LOCKS</td>
<td>INCL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>KEYLESS ENTRY</td>
<td>INCL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>POLICE RATED TIRES &amp; WHEELS</td>
<td>INCL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CLOTH 40-20-40 FRONT SEATS</td>
<td>INCL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>VINYL REAR SEATS</td>
<td>INCL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>LOCKING REAR DIFFERENTIAL</td>
<td>INCL</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total of B. Published Options:** $6,525.00

### C. Unpublished Options [Itemize each below, not to exceed 25%]  

<table>
<thead>
<tr>
<th>Options</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>DELIVER TO DANA SAFETY SUPPLY IN</td>
<td>BLACK</td>
</tr>
<tr>
<td>HOUSTON</td>
<td>ESTIMATED 15-30 DAYS TO DANA</td>
</tr>
<tr>
<td></td>
<td>ON ORDER FOR STOCK</td>
</tr>
</tbody>
</table>

**Total of C. Unpublished Options:** $ -

### D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:  

$ -

### E.  

$ -

### F. Manufacturer Destination/Delivery:  

$ -

### G. Floor Plan Interest (for in-stock and/or equipped vehicles):  

$ -

### H. Lot Insurance (for in-stock and/or equipped vehicles):  

$ -

### I. Contract Price Adjustment:  

$ -

### J. Additional Delivery Charge:  

107 miles  $ 304.95

### K. Subtotal:  

$ 33,804.95

### L. Quantity Ordered  

8 x K =  

$270,439.60

### M. Trade in:  

$ -

### N. BUYBOARD FEE PER PURCHASE ORDER:  

$400.00

### O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE:  

$270,839.60
AGENDA CAPTION:
Consider approval of Resolution 2020-45R, awarding an Indefinite Delivery Indefinite Quantity (IDIQ) Master Contract for Concrete Construction Services to Ace Company in the estimated annual amount of $200,649.00 and authorizing two additional one-year renewal periods for a total estimated contract price of $601,947.00; authorizing the City Manager or his designee to execute the contract documents on behalf of the City; and declaring an effective date.

Meeting date: March 3, 2020

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

Amount & Source of Funding
Funds Required: $601,947
Account Number: various accounts
Funds Available: various accounts
Account Name: various accounts

Fiscal Note:
Prior Council Action: Click or tap here to enter text.

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 - Safe, Well coordinated transportation system implemented in an environmentally sensitive manner

Core Services

Not Applicable

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

Background Information:
This contract will serve the City's need for concrete construction and repair work. The Streets and Drainage Divisions of Public Services will utilize this contract for sidewalks, curbs, head walls, and other concrete structures as needed.

On January 30, 2020 the City received four (4) bids for Concrete Construction Services Indefinite Delivery/Indefinite Quantity. Staff recommends award of an annual contract to the lowest responsible bidder, ACE Co., San Antonio, Texas. The term of the agreement on an indefinite delivery/indefinite quantity basis for a one (1) year initial period with the option of two (2) additional one-year periods for a total estimated contract amount of $601,947.

Council Committee, Board/Commission Action:
Click or tap here to enter text.

Alternatives:
Click or tap here to enter text.

Recommendation:
Recommend a contract award to ACE Co, in the estimated amount of $601,947.
RESOLUTION 2020- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, AWARDING AN INDEFINITE DELIVERY AND INDEFINITE QUANTITY (IDIQ) MASTER CONTRACT FOR CONCRETE CONSTRUCTION SERVICES TO ACE COMPANY IN THE ESTIMATED ANNUAL AMOUNT OF $200,649.00 AND AUTHORIZING TWO ADDITIONAL ONE-YEAR RENEWAL PERIODS FOR A TOTAL ESTIMATED CONTRACT PRICE OF $601,947.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE CONTRACT DOCUMENTS 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 award of a construction contract to ACE Company for the Indefinite Delivery - Indefinite Quantity (IDIQ) Master Contract for concrete construction services in the estimated annual amount of $200,649.00 and two additional one-year terms for a total estimated contract price of $601,947.00 is approved.

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

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


Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk
# BID TABULATION

Concrete Construction Services IDIQ, #220-048  
January 30, 2019, at 2:00 p.m.

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>XeVEX Buda Tx</td>
<td>$996,580</td>
</tr>
<tr>
<td>Myers Concrete Construction Wimberley Tx</td>
<td>$944,667</td>
</tr>
<tr>
<td>Partner Remodeling Austin TX</td>
<td>$589,300</td>
</tr>
<tr>
<td>Ace Company San Antonio TX</td>
<td>$601,947</td>
</tr>
</tbody>
</table>

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: Rachel Shelb

Rev. 03/19/19
AGENDA CAPTION:
Consider approval of Resolution 2020-46R, approving the appointment of the Law Firm Davidson Troilo Ream & Garza, P.C. as special counsel during Fiscal Year 2020 to advise the Ethics Review Commission as required when the Commission receives a complaint against a member of City Council or one of the City Council’s appointees; and declaring an effective date.

Meeting date: March 3, 2020

Department: City Attorney

Amount & Source of Funding
Funds Required: $20,000
Account Number: 10001108.52270
Funds Available: $20,000
Account Name: Special Counsel

Fiscal Note:
Prior Council Action: None

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
Background Information:
Section 2.445 of the San Marcos City Code requires the city council to approve appointment of an independent outside attorney to serve as special counsel to the Ethics Review Commission (ERC) when a complaint is filed alleging that a member of the city council or a council appointee has violated the San Marcos Code of Ethics or a state conflict of interest law.

Complaints are currently pending that require the appointment of special counsel to represent the ERC.

Staff recommends the appointment of the firm of Davidson Troilo Ream & Garza, PC to represent the ERC with regard to the pending complaints and any others that may be filed. As stated in the attached resolution and in the fee proposal, the total to be paid to the firm for fees and expenses shall not exceed $20,000 without city council approval.

Council Committee, Board/Commission Action:
Click or tap here to enter text.

Alternatives:
Click or tap here to enter text.

Recommendation:
Staff recommends approval.
RESOLUTION NO. 2020- R


RECITALS:

1. Section 2.445 of the San Marcos City Code requires the city council to approve the appointment of an independent outside attorney to serve as special counsel to the Ethics Review Commission when a complaint is filed alleging that a member of the city council or a council appointee violated the San Marcos Code of Ethics or a state conflict of interest law.

2. Complaints are currently pending that require the appointment of special counsel to represent the Ethics Review Commission.

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

PART 1. Mr. Frank Garza, with the firm of Davidson Troilo Ream & Garza, P.C. is hereby approved as special counsel to the Ethics Review Commission to assist with ethics complaints filed during Fiscal Year 2020.

PART 2. This resolution shall be in full force and effect immediately from and after its passage.


Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk
February 25, 2020

Mr. Michael J. Cosentino  
City Attorney  
City of San Marcos  
630 East Hopkins  
San Marcos, Texas 78666  

RE: Proposal for Legal Services  
City of San Marcos  

Dear Michael:

I am pleased to have this opportunity to submit this proposal on behalf of Davidson Troilo Ream & Garza, a Professional Corporation, to provide legal services to the City of San Marcos regarding Ethics Complaints filed in 2020 that require independent counsel because the complaint alleges that the mayor or a member of the city council, or the city manager, city attorney, city clerk or municipal court judge violated the Ethics Code or a state conflict of interest law per Section 2.445 (1) of the San Marcos City Code (Code of Ethics).

Davidson Troilo Ream & Garza is prepared with extensive experience in handling legal issues associated with an ethics complaint and the preparation of an advisory opinion, if necessary. Our firm has assisted the following cities with ethics matters, including opinions for the following cities: Balcones Heights, Bulverde, Cibolo, Helotes, Karnes City, Kyle, Live Oak, Olmos Park, Potect, San Antonio and San Marcos.

I propose to have the City’s team led by Molly Solis and myself. Our fees for professional services are charged at hourly rates ranging from $210.00 to $350.00. Services that I will perform will be at the reduced rate of $210.00 per hour and our senior associate Molly Solis at $175.00 per hour. The services for our paralegal personnel, who assist our attorneys by performing many technical services under their supervision, are charged at $90.00 an hour. **The firm’s fees for any assigned matters shall not exceed $20,000.00 without City Council approval.**

If selected, our firm will bill the City monthly for services rendered and for any support expenses (copying, special mailing, out of town travel, etc.) incurred in its behalf. Our statements are payable within thirty (30) days upon receipt. Since I am familiar with the requirements of most cities, our statements will include a description and a breakdown of each of my entries for each day, the amount of time expended and the

__Email to: MCosentino@sanmarcostx.gov__
dollar figure charged for each entry. There is no expectation for any billable hours per attorney and only anticipate payment for actual services provided.

To the best of our knowledge, our firm does not represent any person, company or entity that would create a conflict of interest with the City of San Marcos. It is our firm’s policy not to represent any client against any of our governmental entity clients. If we represent any entity that seeks services from the City of San Marcos, our firm will represent the City and not the private entity.

If you have any questions regarding this submission, please contact me at (210) 349-6484. Thank you for your consideration and I look forward to hearing from you.

Sincerely,

[Signature]

Frank J. Garza
Davidson Troilo Ream & Garza
A Professional Corporation

FJG/am
AGENDA CAPTION:
Consider approval of Resolution 2020-47R, approving a Change in Service to the agreement with MSHANA Group doing business as ARIESPRO for completion of a meter data management system designed to assist the City's water utility monitor water loss and ensure compliance with applicable regulations in the amount of $10,000.00; 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: March 3, 2020

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

Amount & Source of Funding
Funds Required: $10,000
Account Number: 22006330 52305
Funds Available: $10,000
Account Name: Professional Services

Fiscal Note:
Prior Council Action: August 15, 2017: ARIESPRO was awarded a contract through purchasing cooperative DIR Contract #DIR-TSO-3611 in the amount of $79,222.

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.
Background Information:
August 2017 the city entered into a contract with ARIESPRO through the purchasing cooperative contract #DIR-TSO-3611 in the amount of $79,222 for water analytics support.

This Change in Service to contract 217-464 in the amount of $10,000 is for final water analytics support from October 2019 to March 2020. This change in service together with previous increases exceed the amount approved by Council in August 2017.

Council Committee, Board/Commission Action:
Click or tap here to enter text.

Alternatives:
Click or tap here to enter text.

Recommendation:
Approval of Authorization of Change in Service for ARIESPRO.
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 MSHANA GROUP DOING BUSINESS AS ARIESPRO FOR COMPLETION OF A METER DATA MANAGEMENT SYSTEM DESIGNED TO ASSIST THE CITY’S WATER UTILITY MONITOR WATER LOSS AND ENSURE COMPLIANCE WITH APPLICABLE REGULATIONS IN THE AMOUNT OF $10,000; 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 agreement with MSHANA Group doing business as ARIESPRO for completion of a meter data management system designed to assist the City’s water utility monitor water loss and ensure compliance with applicable regulations in the amount of $10,000.00 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.


Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk
EXHIBIT B
AUTHORIZATION OF CHANGE IN SERVICE

| CONTRACT NUMBER / CONTRACT NAME: | 217-464 Meter Data Management System |
| CITY REPRESENTATIVE: | Tanee Young I.T. / Jon Clack, Asst. Dir., Water Wastewater |
| CONTRACTOR: | MSHANA GROUP/dba ARIESPRO |
| CONTRACT EFFECTIVE DATE: | July 11, 2017 |
| THIS AUTHORIZATION DATE: | March 4, 2020 |
| AUTHORIZATION NO.: | 5 |

DESCRIPTION OF WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES:

The contract is nearing completion and this increase is for the final water analytics support from October 2019 through March 2020. This will complete this contract.

| Original Contract Amount: | 79,222.00 |
| Previous Increases/Decreases in Contract Amount: | 84,406.00 |
| This Increase/Decrease in Contract Amount: | 10,000.00 |
| Revised Contract Amount: | 173,628.00 |

CONTRACTOR:

__________________________________________
Signature

____________________
Date

Print Full Name / Title (if not in individual capacity)

CITY:

__________________________________________
Signature

____________________
Date

Bert Lumbreras
Print Name

City Manager
Title

City Department Use Only Below This Line (PM, etc.).

<table>
<thead>
<tr>
<th>Account Number(s):</th>
<th>Amount</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td># 22006330-52305</td>
<td>$10,000</td>
<td></td>
</tr>
</tbody>
</table>
AGENDA CAPTION:
Receive a Staff presentation and hold a Public Hearing to receive comments for or against Resolution 2020-48R, approving Substantial Amendment No. 9 to the Community Development Block Grant-Disaster Recovery (CDBG-DR) Action Plan that modifies the eligibility criteria for Single Family Housing Assistance to include any qualifying flood damage home in the City, and changes the activity category of the Blanco Riverine Project from “Construction” to “Acquisition”; authorizing the City Manager to act as the Official Representative of the City in matters related to the CDBG-DR Program and Action Plan; and declaring an effective date; and consider approval of Resolution 2020-48R.

Meeting date:  March 3, 2020

Department:  Planning and Development Services

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:

City Council Strategic Initiative:  [Please select from the dropdown menu below]
Workforce Housing
Choose an item.
Choose an item.

Comprehensive Plan Element(s):  [Please select the Plan element(s) and Goal # from dropdown menu below]
☐ Economic Development
☒ Environment & Resource Protection - Population Prepared for and resilient to Man-Made & Natural
Disasters
☐ Land Use - Choose an item.
☒ Neighborhoods & Housing - Protected Neighborhoods in order to maintain high quality of life and stable property values
☐ Parks, Public Spaces & Facilities - Effective Social Services to those who can most benefit from them
☐ Transportation - Choose an item.
☐ Core Services
☐ Not Applicable

Master Plan: [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]
Choose an item.

Background Information:
The City Council approved the Community Development Block Grant - Disaster Recovery Action Plan on November 6, 2016, and the federal department of Housing and Urban Development (HUD) approved the Plan in December, 2016. The following amendments to the CDBG-DR Action Plan have been approved by City Council:

- February 7, 2017, Non-Substantial Amendment #1 - Projections of Expenditures submission;
- September 26, 2017, Substantial Amendment #2 - Clarifying the terms of deferred loans;
- May 31, 2017, Substantial Amendment #3 - Changing the Method of Program Eligibility Determination;
- October 17, 2017, Substantial Amendment #4 - Identifying an additional infrastructure activity to be funded with 2nd Round funds;
- January 12, 2018, Non-Substantial Amendment #5 - Increasing the Cap for housing construction;
- May 2, 2018, Substantial Amendment #6 - Establishing the Reconstruction on City-Owned Lots Housing Program;
- October 19, 2018, Substantial Amendment #7 - Adding the San Marcos Public Housing Authority Reimbursement Activity to the CDBG-DR Action Plan; and
- June 4, 2019, Substantial Amendment #8 - adding the Owner Occupied Housing Reimbursement Activity to the CDBG-DR Action Plan and reallocating funds between certain activities and budgets.

The City of San Marcos was awarded $33,794,000 in HUD Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to address the impact of the floods of 2015. In response to HUD recommendations, Substantial Amendment No. 9 to the Action Plan proposes to modify eligibility criteria for all Single Family Housing Activities to be citywide instead of just the homes that were damaged within the 100-year floodplain. In addition, this amendment would change the activity category of the Blanco Riverine project to “acquisition”. These amendments do not impact the budgets in the CDBG-DR Action Plan.

Please note, due to the length of the document, we have only included the pages that are being amended within the packet. If you wish to receive a complete copy of the document, please contact staff or visit the link to the Disaster Recovery Action Plan <http://www.smtxfloodrecovery.com/DocumentCenter/View/408/Action-Plan---Substantial-
Amendment-No-9-version-1-12-12-2019?bidId= with proposed Amendment #9.

The citizen review and comment period for this proposed amendment was from January 27, 2020, at 8:00am through February 26, 2020, at 9:00pm. A community meeting was held Wednesday, February 12, 2020 to provide information about the proposed amendment and seek public comment.

Public comments and City responses are attached, as is a presentation.

Council Committee, Board/Commission Action:
Click or tap here to enter text.

Alternatives:
Click or tap here to enter text.

Recommendation:
City staff recommends approval of the resolution.
RESOLUTION NO. 2020- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING SUBSTANTIAL AMENDMENT NO. 9 TO THE COMMUNITY DEVELOPMENT BLOCK GRANT–DISASTER RECOVERY (CDBG-DR) ACTION PLAN THAT MODIFIES THE ELIGIBILITY CRITERIA FOR SINGLE FAMILY HOUSING ASSISTANCE TO INCLUDE ANY QUALIFYING FLOOD DAMAGED HOME IN THE CITY, AND CHANGES THE ACTIVITY CATEGORY OF THE BLANCO RIVERINE PROJECT FROM “CONSTRUCTION” TO “ACQUISITION”; AUTHORIZING THE CITY MANAGER TO ACT AS THE OFFICIAL REPRESENTATIVE OF THE CITY IN MATTERS RELATED TO THE CDBG-DR PROGRAM AND ACTION PLAN; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The City Council of the City of San Marcos hereby approves Substantial Amendment No. 9 to the City of San Marcos Community Development Block Grant–Disaster Recovery (CDBG-DR) Action Plan as attached hereto.

PART 2. The City Manager is hereby authorized to act as the official representative of the City in matters related to the CDBG-DR Program and Action Plan.

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


Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk
Proposed Amendment #9 to the City of San Marcos Action Plan for Disaster Recovery
March 3, 2020

The City proposes the following changes to the City of San Marcos Action Plan for Disaster Recovery as Amendment No. 9 to the document.

Regarding eligibility for Single Family Housing Rehabilitation and Reconstruction:

Page 33 (Page 47 of the electronic document): Under “Owner Occupied Applicant Eligibility Requirements” change “updated 100-year floodplain” to “City Limits of San Marcos and have been damaged as a result of one or both of the major two floods in 2015.”.

Page 34 (Page 48 of the electronic document): Under “Single Family 1-4 Unit Rental Applicant Eligibility Requirements” change “updated 100-year floodplain” to “City Limits of San Marcos”.

Regarding the Blanco-Riverine Improvements Project:

Page 23 (Page 37 of the electronic document): Add note stating, “Substantial Amendment #9 changes the use of funds for the Blanco-Riverine project from infrastructure construction to acquisition. Construction funds will be provided by other sources.”

Page 36 (Page 50 of the electronic document): Adding “including land acquisition” to the following sentence, as shown here: “H. Hazard Mitigation activities including land acquisition: Blanco Riverine Improvements”

Page 282 of the electronic document: Add “along with…” to end of sentence, as shown here: “Eligibility Criteria (Infrastructure): Typical infrastructure activities include the repair, replacement, or relocation of damaged public facilities and improvements to include, but not be limited to, bridges, water treatment facilities, roads, and sewer and water lines, along with acquisition of land needed to complete these activities.”

Page 285 of the electronic document: Add note to the paragraph entitled “Proposed Infrastructure”: “CDBG-DR funds will be used for land acquisition to support this project.”

Page 291 of the electronic document: On the table entitled CDBG-DR Funded Infrastructure Projects, add note to the Blanco-Riverine Improvements project under Project Description: “CDBG-DR funds will be used for land acquisition to support this project.”
City of San Marcos
Action Plan for Disaster Recovery

Disaster Relief Appropriations Act of 2016
(Public Law 114-113, Approved Dec. 18th, 2015)

Revised March 3, 2020
Including Amendments 1 - 9
IV. Funding Allocation and Prioritization Method

The City anticipates expending all funds awarded within the six year required time frame. The City will identify specific project related timelines as each project plan is identified and finalized.

A. Budget Table

<table>
<thead>
<tr>
<th>City of San Marcos</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing SF Owner Occupied Rehabilitation, Reconstruction, or Buyout</td>
<td>$7,524,000</td>
</tr>
<tr>
<td>Infrastructure - See below for itemized projects</td>
<td>$25,080,000</td>
</tr>
<tr>
<td>Planning</td>
<td>$3,762,000</td>
</tr>
<tr>
<td>Admin</td>
<td>$1,254,000</td>
</tr>
</tbody>
</table>

Action Plan Amendments

Substantial Amendment #9 changes the use of funds for the Blanco-Riverine project from infrastructure construction to acquisition. Construction funds will be provided by other sources. Substantial Amendment #8 to the Action Plan reallocates funds between activities and the addition of a Single Family Owner Occupied Housing Reimbursement Activity. Refined modeling of infrastructure activities indicated the need to increase the cost of some infrastructure Activities and the need to close the Clarewood/Barbara Activity which was found to be ineffective in reducing flooding. The Clarewood/Barbara Activity was closed and the remaining funds $2,325,000 were distributed to the Midtown/Aquarena Springs Activity ($850,000) and the Blanco Gardens Activity ($1,475,000). Also, the SF 1-4 Rental Rehabilitation, Reconstruction, Buyout Activity did not receive any eligible applicants over 2 years and 5 rounds of Application intake, so the funds of $1,000,000 from this activity were reallocated to the new Single family Owner Occupied Housing Reimbursement Activity. Planning funds of $3,000,000 were reallocated to the Blanco Gardens Activity ($1,596,987) and the Uhland Road Activity ($1,403,013). The Blanco Riverine Activity funds were reduced by $1,585,987 due to other grant funding for the activity, and the funds were reallocated to the Uhland Road Activity. Substantial Amendment No. 7 to the Action Plan allows for the reimbursement of cost of flood-related repairs and for funds not to exceed $864,987 to be designated to the Public Housing Authority Activity. The Public Housing Authority was allocated $864,987. The SF 1-4 Unit Rental Rehabilitation, Reconstruction, Buyout Activity was reduced by $864,987 for a total of $1,657,397. Substantial Amendment No. 6 expanded the Housing Project to include the addition of the Reconstruction on City Owned Property (RCOP) program under the Single Family Owner Occupied Housing activity and the budget was not altered.

Infrastructure Project Budget

<table>
<thead>
<tr>
<th>Activity</th>
<th>Amendment #8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Midtown/Aquarena Springs</td>
<td>$850,000</td>
</tr>
<tr>
<td>Blanco Gardens</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Clarewood/Barbara</td>
<td>$2,500,000</td>
</tr>
<tr>
<td>Uhland Road</td>
<td>$4,190,000</td>
</tr>
<tr>
<td>Blanco Riverine</td>
<td>$6,971,200</td>
</tr>
</tbody>
</table>

The infrastructure projects were presented in Substantial Amendment No. 2 and Substantial Amendment No. 4 and are described in Appendix J of the Action Plan.

C. Management of Program Income

The City does not intend to undertake activities that will generate income, but in the event program income is generated, those funds will be used first before requesting or drawing down new CDBG Disaster Recovery funds. If program income is generated as a result of any activity or activities funded by this grants, the City will comply with the requirements found at 24 CFR 570.489.

V. Post Disaster Long Term Recovery Planning

The City will take an integrated approach when developing recovery projects relative to housing, infrastructure, economic revitalization, and overall community recovery.
households have incomes at or below 80% of the area median income);

- Enable the City to satisfy the federal requirement that at least 70% of the Funding benefit low moderate income persons;
- Address conditions that threaten the health and safety of either the occupants or the public;
- Contribute significantly to the long-term recovery and economic revitalization of the affected area; and
- Enhance hazard mitigation efforts to reduce the chance of loss in future floods or disaster events.

3. **Threshold Factors and Eligibility Criteria**

Each site must undergo a complete environmental review prior to any commitment of funds. No work can start on a site until the environmental assessment is complete. The City is responsible for the preparation of the environmental review and will provide notice when rehabilitation activities can commence.

Both the site and the homeowner/applicant must meet eligibility requirements as detailed below. This program is not intended to be a first-come, first-served program; prioritization criteria is established in the following Section 4. Potential applicants may be referred by other organizations or may apply directly to the program administrator.

**a) Owner Occupied Applicant Eligibility Requirements**

The following are threshold requirements, which must be met for an applicant to be eligible for assistance. Eligibility does not assure assistance, since a prioritization strategy will be used and it is expected that there will be more eligible applicants than can be served with available funds.

- **Income eligibility.** The annual household income will be calculated using the Internal Revenue Service (IRS) Adjusted Gross Income Method of income determination. To be eligible, the annual household income must be less than 80% of the Area Median Income for the appropriate household size. Proof of ownership. The applicant must have been the owner of the damaged home at the time of the flood(s) as well as the current owner. Standard proof of ownership is a valid deed of trust or warranty deed which cites the applicant's name and that is recorded in the county records. The Texas Administrative Code Section 54.3 allows alternative proof of ownership for the purposes of federally funded disaster recovery programs. Primary residency. The unit to be rehabilitated, reconstructed, or replaced must have been occupied by the applicant as the applicant’s principal residence prior to May 23, 2015; for units impacted only by the All Saints Flood, principal residency must have been established prior to October 30, 2015. Principal residency for applicants can be documented through property tax homestead exemptions. If a homestead exemption was not in place at the time of the disaster, an Affidavit of Principal Residency (form to be provided by the City) may be utilized as an alternative method of verification of principal residency. The affidavit must be supported by documentation such as asset verification (income tax returns, credit check, etc.) or utility bills specific to the property address and name of the applicant which were active as of the applicable, above-referenced dates. The Reconstruction on City Owned Property Activity includes the above criteria and the following additional criteria for eligibility for the activity: (1) The homeowner must be located on property not eligible for rebuild by City or HUD policy. (2) The property is an [example of types of property].

1) Temporary Voluntary Relocation. The applicant must acknowledge that there are available resources (such as family or friends) that will allow the residents to temporarily relocate if necessary during the rehabilitation period. The City may consider providing temporary relocation assistance to households that qualify as very low income; i.e. 30% AMI or under.

2) Property taxes. Applicant must furnish evidence that property taxes are current, have an approved payment plan, or qualify for an exemption under current laws. If property taxes are not current, applicant must document that one of the following alternatives have been met:

- The property owner qualified for and received tax deferral as allowed under Section 33.06 of the Texas Property Tax Code;
The property owner qualified for and received a tax exemption pursuant to section 11.182 of the Texas Property Tax Code; or, the applicant entered into a payment plan, and is current, with the applicable taxing authority.

3) Child support. All applicants and co-applicants must be current on payments for child support. If the applicant or co-applicant is not current on child support, that person will be required to enter into a payment plan. Any applicant that enters into a payment plan must supply a copy of the payment plan signed by all applicable parties, along with documentation that they are current on their payment plan.

4) Residency status. The applicant and co-applicant must be U.S. citizens or a legal resident aliens.

5) Mortgage Payments. The applicant must be current on mortgage payments, if applicable.

b) Single Family 1-4 Unit Rental Applicant Eligibility Requirements - The Single Family 1-4 Unit Rental applications will be taken on a first come-first served basis. Only homes that sustained substantial damage or were destroyed will be considered for program participation. The owner of the rental unit will need to certify that the rental unit(s) will be rented to low to moderate income households for a period of five years. The owner must also be able to show the following:

1) Applicant’s home must be located within the updated 100 year floodplain within the City limits of San Marcos and have been damaged as a result of one or both of the major two floods in 2015.

2) Proof of ownership. The applicant must have been the owner of the damaged home at the time of the flood(s) as well as the current owner. Standard proof of ownership is a valid deed of trust or warranty deed which cites the applicant’s name and that is recorded in the county records. The Texas Administrative Code Section 54.3 allows alternative proof of ownership for the purposes of federally funded disaster recovery programs.

3) Property taxes. Applicant must furnish evidence that property taxes are current, have an approved payment plan, or qualify for an exemption under current laws. If property taxes are not current, applicant must document that one of the following alternatives have been met.

4) Below please note the Affordability period per amount of assistance per unit (except for the Reconstruction of City Owned Property activity, added to the Action Plan by Substantial Amendment No. 6 that has a 30 year affordability period):

<table>
<thead>
<tr>
<th>Amount of Assistance per unit</th>
<th>Length of Affordability Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $15,000</td>
<td>5 years</td>
</tr>
<tr>
<td>$15,001 to $40,000</td>
<td>10 years</td>
</tr>
<tr>
<td>More than $40,000</td>
<td>15 years</td>
</tr>
<tr>
<td>New Construction</td>
<td>20 years</td>
</tr>
</tbody>
</table>

Uniform Relocation Act requirements will apply to landlords that have tenants at the time of application. The City is exploring options on the best way to approach temporary relocation needs for tenants during the program planning process.

4. Owner Occupied Applicant Prioritization to Address provision of housing for all income groups and those at risk of homelessness

The following household characteristics indicate a funding priority:

- Household income. Priority is given to households with the lowest annual income as calculated.
no elevation $45,000
with elevation $60,000

Single Family Rental Reconstruction w/ elevation (1-4 Unit) $196,000

D. Infrastructure

The City will designate $12.5 million to infrastructure projects that will alleviate repetitive loss, inundation, and recurring flooding. Any match funding activities will be compliant with CDBG-DR eligibility requirements as well as other federal regulations that may apply. Activities undertaken will focus on projects under the FEMA Public Assistance Categories as listed in the Needs Assessment above, as well as address the Hazard Mitigation measures designed to reduce future repetitive losses. Eligible projects (defined by the Category they may fall under) may include but are not limited to: The projects highlighted in the blue color are projects that will be implemented using CDBG DR funds as directed by City Council.

A. Debris Removal (none proposed as this is an immediate Disaster Recovery level activity and not eligible for CDBG-DR funds);
B. Emergency Protective Measures;
   a. Develop early warning systems
   b. Deploy Reverse Callback systems
   c. Construct Flood gates and barriers
C. Road Systems and Bridges; Midtown, Clarewood/Barbara (Activity Terminated), Blanco Gardens, Uhland Projects
   a. Culvert repair/replacement
   b. Drainage ditch repair/replacement
   c. At risk road segment repair/replacement
   d. Bridge repair/replacement
D. Water Control Facilities;
   a. Repairs to water treatment plants
E. Buildings, Contents, and Equipment;
   a. Repair and replacement of City owned buildings, equipment, facilities and vehicles if not covered by insurance or another funding source
F. Utilities; Midtown, Clarewood /Barbara (Activity Terminated), Blanco Gardens, Uhland Projects
   a. Storm sewer system upgrades
   b. Creation of new drainage systems and lines
G. Parks, recreation and other facilities; and
H. Hazard Mitigation activities including land acquisition: Blanco Riverine Improvements

The City may also elect to participate in a U.S. Army Corps of Engineers projects as well by contributing the Chief’s Report, with a max contribution of $250,000.00, but specific projects under this Activity have not currently been identified.

Potential flood recovery projects were included within the 10-year Capital Improvement Plan adopted by City Council and are attached in Appendix J. The projects were identified through the unmet needs process and are all located in the area most impacted by the floods and in census tracts meeting LMI requirements. The list includes anticipated funding needs and project schedules.

Using HUD-DR planning funds, a Feasibility Study was conducted to prioritize the infrastructure projects. The privatization matrix included, in order of most important and that will have the most positive impact on the community:

- Impact to low to moderate income population;
- Reduction in water surface elevations;
- Benefit to cost ratios;
Selection of Public Infrastructure Projects

The objective of the Infrastructure Feasibility Study is to prioritize the potential infrastructure projects that best utilize the $19,511,200 CDBG-DR Infrastructure budget allocation within a 6-year (yr) timeline for design, permitting, and construction (2016-2022). The infrastructure projects shall meet both the eligibility criteria and national objectives of the HUD CDBG-DR grant as outlined in Federal Register 2016-141102:

- National Objective: establishing that the overall area served by each project can be categorized under the low-to moderate Income (LMI) national objective. The LMI objective is defined as: 70 percent (%) of the aggregate of CDBG program funds being used to support activities benefitting low- and moderate-income persons, and/or established a 50% overall low- and moderate income benefit requirement for a CDBG–DR grant. (Federal register page 39696-97)

- Eligibility Criteria (Infrastructure): Typical infrastructure activities include the repair, replacement, or relocation of damaged public facilities and improvements to include, but not be limited to, bridges, water treatment facilities, roads, and sewer and water lines, along with acquisition of land needed to complete these activities.

Using the data compiled for the projects in the Project Assessments, projects were further analyzed using a Project Ranking Matrix developed in order to measure benefit of the proposed infrastructure projects and to meet HUD objectives. The Project Ranking Matrix is attached.

Using Project Ranking Matrix prioritization weights, points were calculated for each project, and then the projects were prioritized using the Project Prioritization Matrix in terms of top/ranked or projects based on "need". The point calculations and Matrix results and ranking are attached and a color gradation scale is used wherein green indicates the best score per category, yellow indicated middle or average point ranks, and red indicated the categories that scored the least points.

The Matrix Results indicate that the top 5 projects based on points is as follows

1. Area 3- Midtown/Aquarena Springs (75 points)
2. Area 1- Blanco Gardens (66 points)
3. Area 2- Clarewood/Barbara Drive (63 points)
4. Bank Improvement Trail & Blanco River Improvements (61 points)
5. Area 4- Uhland Road (56 Points)

Based on funding objectives, the projects were packaged to complete as many projects as possible with CDBG-DR funding. The sixth ranked project, Rio Vista, was also added for City funding. All projects will be implemented by the City without the use of sub recipients.

Description of CDBG-DR Funded Public Infrastructure Projects

1. **Midtown**

The Midtown/Aquarena Springs project area is located in San Marcos, TX east of the intersection at IH-35 and Loop 82/Aquarena Springs Drive and is generally bounded by development along Aquarena Springs on the north, IH-35 on the west, Davis Lane on the south, and the Blanco River on the east. The area is primarily multi-family residential and commercial property with businesses located along IH-35. The area is not located within the 100-year flood plain, thus local flooding and inadequate conveyance likely cause the drainage issues reported at this location. City staff has indicated that the Loop 82/Aquarena Springs underpass at IH-35 is one of the first major intersections in the City to flood during significant rainfall events. The area falls within 1 census tract which is 84.13% low-to-moderate income.
alley/easement between Barbara & Conway. (Infrastructure Categories C. Road Systems & Bridges and F. Utilities)

**Benefits:** Approximately 420 properties would benefit during local rainfall events up to 25-year frequencies with the new storm drain system. Mobility will be improved due to decreased ponding in the roadways, and this fairly small system provides relief to a majority of the project area without having to remove and replace what is there today. The project provides LMI benefit, health and safety benefit, helps long-term recovery, and enhances hazard mitigation.

**National Objective:** Low Moderate Income

3. **Clarewood/Barbara Drive**

The Clarewood/Barbara Drive area is located in San Marcos, TX on the east side of IH-35 at the intersection of Highway 80/Hopkins Street and is generally bounded by Highway 80 on the north, IH-35 on the west, Clarewood on the east, and Bugg Road on the south. The area is primarily multi-family residential and commercial with businesses located along IH-35, Clarewood, and Highway 80. The area is almost entirely located within the 100-year flood plain with the exception of a few higher properties along IH-35. The area is significantly affected by the Blanco River overflows in events 20-year and above, as well as backwater from the Bugg Road and Highway 80 storm drain systems when the Blanco River is high. The area falls within 1 census tract which is 87.99% low-to-moderate income.

**Existing Infrastructure:** The Blanco Gardens north side storm sewer system drains Bugg Lane and River Road with a dual 48-inch outfall to the Blanco River. There is no existing system on Clarewood Drive.

**Drainage issues:** As part of Blanco Gardens, this area is influenced by the Blanco River overflows. During local rainfall events, the existing Bugg Lane storm drain system is undersized and does not meet current the 25-year City design Criteria. The project area is fairly flat, Bugg Lane topography drains towards IH-35 instead of the Blanco River outfall, and drainage along Barbara Dr. from Wendell to Bugg Lane is not well defined. Clarewood Drive has no existing storm sewer system, and coupled with the Bugg Lane topography, the area experiences significant roadway ponding in the areas that cannot drain when the system is inundated.

**Proposed Infrastructure:** By adding a new storm drain system to Clarewood Dr. with a connection to both the Bugg Lane system and with a connection to the existing Highway 80 ditch (where ponded water currently flows), the system will meet criteria, and runoff will be captured by the storm drains and ditches instead of ponding in the roadway. Barbara Drive will be regraded to drain to Bugg Lane for adequate drainage. The project will require coordination with TxDOT to outfall into the Highway 80 ditch and some addition of storage volume as detention in this ditch may be required.

**Benefits:** Approximately 76 properties would benefit during local rainfall events up to 25-years with the new storm drain system. Mobility will be improved due to decreased ponding in roadways, and both Clarewood and Barbara Drives will have adequate drainage not available today. The project provides LMI benefit, health and safety benefit, helps long-term recovery, and enhances hazard mitigation.

**National Objective:** Low Moderate Income

4. **Blanco Riverine Project**

Currently for flood events greater than a 20-year and larger, a portion of the river flood flow exits the Blanco River channel and proceeds uncontrolled across the Blanco Gardens area to the west, eventually entering the San Marcos River upstream of the junction with the Blanco River. This overflow creates the highest concentration of damages in the City. There are numerous areas in the Blanco River overbank that allow this overflow to occur. The uncontrolled overflow impacts 1 census tract which is 87.99% low-to-moderate income.
**Existing Infrastructure:** The Blanco Gardens north side storm sewer system drains Bugg Lane and River Road with a dual 48-inch outfall to the Blanco River. The Blanco Gardens south side system drains to an outfall on the San Marcos River. The current storm water infrastructure is not adequate to address drainage issues from local rain events and will be upgraded with two other CDBG-DR projects.

**Drainage issues:** The Blanco Gardens area is influenced by the Blanco River overflows. The Blanco Gardens and Clarewood/Barbara Drive projects will upgrade the storm sewer system to provide capacity for local storm events. However, the infrastructure which would be required to convey the overflow from the Blanco River would be too large to construct within the existing neighborhood.

**Proposed Infrastructure:** **CDBG-DR funds will be used for land acquisition to support this project.** This project will make bank improvements to block low bank areas in the Blanco River overbank which allow the overflow to occur. With the improvements, the Blanco Gardens area can gain protection from approximately 3-4 feet of river rise. The bank improvements would have the purpose of setting maximum grade limitations, minimum widths and surface. It is possible that the improvements could also provide a dual purpose of a greenway if desired by the community.

The blockage of diversion flow will cause a minor rise in water surface elevation. To address this minor rise, this project will also include flow capacity improvements to the Blanco River. These capacity improvements could include modifications to the channel and/or an overflow channel on the opposite bank.

**Benefits:** The project benefit will reduce the risk for flooding to the Blanco Gardens neighborhood by 44% annually by reducing the level of floods from overtopping the bank from a 20-yr or higher floods to a 36-yr or higher. And during higher floods the flow and depth of water will be reduced. The graphic below illustrates the additional protection based upon previous flood events.

**Historic Flood Events - Blanco River**

![Historic Flood Events - Blanco River](image)

**National Objective:** Low Moderate Income
<table>
<thead>
<tr>
<th>Project ID</th>
<th>Project Name</th>
<th>Project Description</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>PROJECT TOTAL</th>
<th>CITY</th>
<th>COUNTY/OTHER</th>
</tr>
</thead>
<tbody>
<tr>
<td>623**</td>
<td>Midtown/Aquana Springs</td>
<td>Infrastructure project to resolve local flooding in events up to 25-years in Midtown/Aquana Springs Area including: intersection improvements; addition of inlet improvements to address significant roadway ponding in a slow-moving area; 'TCEQ outfall ditch improvements to address wavelength and remaining vegetation to increase drainage capacity and addition of dual 8'x4' culverts to supplement existing Davis Road Culverts to increase stormwater conveyance.</td>
<td>850,000</td>
<td>780,000</td>
<td>850,000</td>
<td>850,000</td>
<td>0</td>
<td>0</td>
<td>5,000,000</td>
<td>500,000</td>
<td>500,000</td>
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<tr>
<td>617**</td>
<td>Blanco Gardens</td>
<td>Infrastructure project to resolve local flooding in events up to 25-years in Blanco Gardens area including: addition of a new central storm drain system to Conway &amp; Barbara Drive connected to the existing storm drain system, with a new outfall to the San Marcos River. Includes new storm sewer outlets across River Road into the Woods Apartment Ditch and road grading on River Road from Linda to Cape Rd to realign the roadway cross section to a crowned section. Also considers inlet and head systems for all representations between Barbara &amp; Conway.</td>
<td>820,000</td>
<td>8,168,000</td>
<td>5,000,000</td>
<td>5,000,000</td>
<td>500,000</td>
<td>500,000</td>
<td>9,539,000</td>
<td>9,539,000</td>
<td>9,539,000</td>
</tr>
<tr>
<td>602**</td>
<td>Clarewood/Barbara Drive</td>
<td>Infrastructure project to resolve local flooding in events up to 25-years in Clarewood/Barbara Dr. area including: providing a new storm drain system to Clarewood Dr. with a connection to both the Bug Lane storm system and the existing Hwy 80 ditch; regrading Barbara Drive to drain to Bug Lane for adequate drainage.</td>
<td>250,000</td>
<td>2,250,000</td>
<td>2,500,000</td>
<td>2,500,000</td>
<td>0</td>
<td>0</td>
<td>7,500,000</td>
<td>7,500,000</td>
<td>7,500,000</td>
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<tr>
<td>n/a</td>
<td>Blanco Riverine Improvements</td>
<td>CDBG-DR fund will be used for land acquisition to support this project. Infrastructure project to address Blanco Riverine overflow influence on the Blanco Gardens subdivision area along the river bank from Highway 80 to Old Martin Lane Road. Project includes construction of about 1,000 feet of a bank improvements, and an associated overflow channel improvements on the Blanco River for mitigation. Project provides significantly increased protection to Blanco Gardens from over fines in river events up to 36 years.</td>
<td>1,460,000</td>
<td>950,000</td>
<td>1,190,000</td>
<td>6,971,200</td>
<td>4,528,800</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>36***</td>
<td>Uhland Road Improvements</td>
<td>Infrastructure project to resolve local flooding in events up to 25-years in County/Uhland Rd. area including: regrading the roadway to depressured curb and gutter sections with adequate grading; and adding a new storm sewer system along the whole route with a new outfall to the Blanco River.</td>
<td>563,000</td>
<td>2,672,000</td>
<td>6,180,000</td>
<td>6,180,000</td>
<td>0</td>
<td>0</td>
<td>6,028,800</td>
<td>6,028,800</td>
<td>6,028,800</td>
</tr>
</tbody>
</table>

**TOTAL 2017-2022** $2,540,000 $1,082,000 $10,810,000 $9,539,000 $0 $0 $24,040,000 $19,511,200 $5,028,800
CITY COUNCIL MEETING

Tuesday, March 3, 2020
CDBG-Disaster Recovery Action Plan – Amendment No. 9

Staff presentation
Public hearing
Council discussion and action
Overview

In response to the Memorial Day Floods and All Saints Flood of 2015, San Marcos received a $33M allocation from the U.S. Department of Housing (HUD).

Step One: Needs Assessment
Step Two: Action Plan
Step Three: Implementation
Step Four: Reassessment of Needs
Step Five: Amendment as Needed
Step Six: Work Completion
Single Family Housing Rehabilitation and Reconstruction

**Current:**
Homes within the updated 100 year floodplain are eligible

**Proposed Amendment:**
Any home within the City Limits of San Marcos that was damaged in the two major 2015 flood events

906 Conway
Blanco Riverine Infrastructure Project

Current:
Funds to be used for construction

Proposed Amendment:
Funds to be used for acquisition

Project Description:
Modifications to banks and channels to reduce the potential for overflow
### CDBG-Disaster Recovery Action Plan

**Proposed Amendments:** No Impact on the Budget

<table>
<thead>
<tr>
<th>Project/Activity</th>
<th>Budget</th>
<th>Funds Expended</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Housing Program</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Owner-Occupied Rehab/Recon</td>
<td>$5,000,000</td>
<td>$1,878,016</td>
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<tr>
<td>2. Rental-Unit Rehab/Recon</td>
<td>$659,013</td>
<td>$0</td>
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<tr>
<td>3. Public Housing Authority</td>
<td>$864,987</td>
<td>$26,460</td>
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<tr>
<td>4. Reimbursement Program</td>
<td>$1,000,000</td>
<td>$0</td>
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<tr>
<td><strong>Infrastructure Projects</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Midtown/Aquarena Springs</td>
<td>$1,700,000</td>
<td>$133,591</td>
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<tr>
<td>2. Blanco Gardens</td>
<td>$8,071,987</td>
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<td>3. Clarewood/Barbara Drive</td>
<td>$175,000</td>
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<td>4. Uhland Road</td>
<td>$7,179,000</td>
<td>$791,133</td>
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<tr>
<td><strong>Acquisition</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Blanco Riverine</td>
<td>$5,385,213</td>
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<tr>
<td><strong>Planning</strong></td>
<td>$2,069,100</td>
<td>$1,082,146</td>
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<tr>
<td><strong>Administration</strong></td>
<td>$1,689,700</td>
<td>$468,637</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td>$33,794,000</td>
<td>$4,963,324</td>
</tr>
</tbody>
</table>
CDBG-Disaster Recovery Action Plan

Staff Recommendation

Staff recommends that City Council approve a Resolution to accept Substantial Amendment No. 9 to the Community Development Block Grant-Disaster Recovery Action Plan modifying eligibility criteria for all Single Family Housing Activities to be citywide, changing the activity category of the Blanco Riverine project from “construction” to “acquisition”, authorizing the City Manager to act as the Official Representative of the City in matters related to the CDBG-DR Program and Action Plan, and declaring an effective date.
AGENDA CAPTION:
Receive a Staff presentation and hold a Public Hearing to receive comments for or against Resolution 2020-49R, adopting the Community Development Block Grant-Mitigation (“CDBG-MIT”) Action Plan that provides for the allocation of the $24,012,000 from the United Stated Department of Housing and Urban Development; authorizing the City Manager, or his designee, to act as the Official Representative of the City in matters related to the CDBG-MIT Program and Action Plan, and declaring an effective date; and consider approval of Resolution 2020-48R.

Meeting date: March 3, 2020

Department: Planning and Development Services

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 Strategic Initiative: [Please select from the dropdown menu below]
Sustainability
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.
Background Information:

On December 17, 2019, the City Council held a public hearing to receive comments and provided direction to staff to continue forward through the CDBG-MIT Action Plan approval process.

Federal Register Notice 6109-N-02 provides HUD’s requirement that the City submit an Action Plan prioritizing the use of a new allocation of $24,012,000 to the City of San Marcos for hazard mitigation and preparedness.

City staff provided the opportunity for public comment on priorities for the funding through a survey open October 18-31, 2019, and a Town Hall Meeting October 29, 2019. Comments received by the public and from the City Council were incorporated into a draft Action Plan. The draft was posted online <http://www.sanmarcostx.gov/3017/Action-Plan> for comment January 13, 2010-February 27, 2020, and a public meeting regarding the document was held February 12, 2020.

The Action Plan includes a risk-based mitigation Needs Assessment derived from the 2018 City of San Marcos / Hays County Hazard Mitigation Plan. The Needs Assessment identifies and analyzes all significant current and future disaster risks and provides a basis for the proposed CDBG-MIT activities. As determined through the mitigation needs assessment and public input, CDBG-MIT activities will focus on decreasing the risks associated with flooding in San Marcos through multiple initiatives.

Based on public comments and staff analysis, the priorities proposed for the funding are as follows:

<table>
<thead>
<tr>
<th>Priority</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addressing Repetitive Loss</td>
<td>$16,000,000</td>
</tr>
<tr>
<td>Preservation of Land</td>
<td>$2,849,600</td>
</tr>
<tr>
<td>Warning Systems</td>
<td>$300,000</td>
</tr>
<tr>
<td>Signs &amp; Barricades</td>
<td>$60,000</td>
</tr>
<tr>
<td>Planning (15%)</td>
<td>$3,601,800</td>
</tr>
<tr>
<td>Administration (5%)</td>
<td>$1,200,600</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$24,012,000</strong></td>
</tr>
</tbody>
</table>

Public comments and City responses are attached, as is a presentation.
File #: Res. 2020-49R, Version: 1

Council Committee, Board/Commission Action:
Click or tap here to enter text.

Alternatives:
Click or tap here to enter text.

Recommendation:
City staff recommends approval of the resolution.
RESOLUTION NO. 2020- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION (“CDBG-MIT”) ACTION PLAN THAT PROVIDES FOR THE ALLOCATION OF $24,012,000 FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ACT AS THE OFFICIAL REPRESENTATIVE OF THE CITY IN MATTERS RELATED TO THE CDBG-MIT PROGRAM AND ACTION PLAN; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The allocation of Community Development Block Grant-Mitigation (“CDBG-MIT”) funds in the amount of $24,012,000 as set forth in Exhibit A, is approved.

PART 2. The City Manager, or his designee, is authorized to act as the official representative of the City in matters related to the CDBG-MIT Program and Action Plan.

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


Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

EXHIBIT A
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I. Executive Summary

a. Introduction

On February 9, 2018, the United States Congress approved Public Law 115-123, which directed the U.S. Department of Housing and Urban Development (HUD) to allocate more than $12 billion for mitigation activities proportional to the amounts that Community Development Disaster Recovery (CDBG-DR) grantees received for qualifying federally declared disasters in 2015, 2016, and 2017.

On August 30, 2019, 84 Federal Register 45838 was published, which allocated $6.875 billion in Community Development Block Grant Mitigation (CDBG-MIT) to grantees recovering from qualifying disasters in 2015, 2016, and 2017. This notice, and any subsequent notices, describes grant requirements and procedures applicable to CDBG-MIT funds only. CDBG-MIT is a new grant and the first appropriation of CDBG funds to be used specifically for mitigation activities. As part of this notice, HUD allocated $24,012,000 in CDBG-MIT funds to the City of San Marcos.

CDBG-MIT activities are defined as those that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters. These funds represent a unique and significant opportunity to carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses. The grant prioritizes activities that benefit vulnerable and lower-income people and communities while targeting the most impacted and distressed areas.

This document, San Marcos’ CDBG-MIT Action Plan (Action Plan) was developed to meet the HUD requirements outlined in their Federal Register notice, 84 FR 45838 (August 30, 2019). The Action Plan includes a risk-based mitigation needs assessment derived from the 2018 City of San Marcos / Hays County Hazard Mitigation Plan (the Assessment). The Assessment identifies and analyzes all significant current and future disaster risks and provides a basis for the proposed CDBG-MIT activities. This Action Plan also includes information about the use of CDBG-MIT funds, including prioritizing assistance for low- and moderate-income (LMI) communities. As determined through the mitigation needs assessment and public input, CDBG-MIT activities will focus on decreasing the risk of flooding in San Marcos through several initiatives/projects. Table 1 provides a breakdown of how the City intends to utilize the CDBG-MIT allocation.

Table 1 CDBG-MIT Budget Allocation

<table>
<thead>
<tr>
<th>Programs</th>
<th>Total Allocation</th>
<th>% of Total Allocation</th>
<th>Minimum LMI Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Repetitive Loss Infrastructure</td>
<td>$16,000,000</td>
<td>66.63%</td>
<td>$8,000,000</td>
</tr>
<tr>
<td>Land Preservation Program</td>
<td>$2,849,600</td>
<td>11.87%</td>
<td>$1,424,800</td>
</tr>
<tr>
<td>Hazard Warning System</td>
<td>$300,000</td>
<td>1.25%</td>
<td>$150,000</td>
</tr>
<tr>
<td>Signs &amp; Barricades</td>
<td>$60,000</td>
<td>0.25%</td>
<td>$30,000</td>
</tr>
<tr>
<td>Planning</td>
<td>$3,601,800</td>
<td>15.00%</td>
<td>N/A</td>
</tr>
<tr>
<td>Administration</td>
<td>$1,200,600</td>
<td>5.00%</td>
<td>N/A</td>
</tr>
<tr>
<td>Total</td>
<td>$24,012,000</td>
<td>100.00%</td>
<td>$9,604,800</td>
</tr>
</tbody>
</table>

Source: City of San Marcos Planning and Development Services and Engineering Departments
HUD set the city limits of San Marcos as the “most impacted and distressed” areas (HUD MID) the Federal Register notice, 84 FR 45838 (August 30, 2019), and has required that at least 50 percent of the allocation must address identified risks within these areas. In contrast, up to 50 percent may address identified risks needs within the “most impacted and distressed” areas determined by the City. Refer to the map below of the eligible areas as identified by HUD, also included as Appendix A.

*Figure 1 CDBG-MIT Eligible Areas*

*Source: City of San Marcos Planning and Development Services Department*
b. Recent Flood Events

The City of San Marcos, Texas was inundated with historic flash and river flooding in Hays County on two separate occasions within six months of each other in 2015. The first event, now called the “Memorial Day Floods”, occurred overnight on May 23rd and early May 24th. May 2015 has been documented by the National Weather Service as the wettest month in Texas History, with well above-normal rainfall during the first two to three weeks of the month. A persistent area of low pressure over the western United States brought multiple rain events throughout the month of May that saturated soil throughout south-central Texas. By the time Memorial Day weekend arrived, much of the region was at least 2-4 inches (100-300%) above normal. These wet antecedent conditions meant that any new rain, and especially heavy rain, would become rapid run-off directly into rivers, streams, and flash flood prone areas.

This “worst-case” scenario came to pass Memorial Day weekend. A thunderstorm cluster organized west of Hays County on Saturday afternoon and produced upwards of 12 inches of rain in less than six (6) hours. The majority of this rain fell in the upper reaches of the Blanco River watershed at rates that exceeded four (4) inches per hour as thunderstorms merged and regenerated for hours over southern Blanco and eastern Kendall counties.

Most of the rain fell from Saturday afternoon into the overnight hours of early Sunday morning, leading to a rapid rise in the Blanco and San Marcos rivers. The Blanco River at Wimberley rose from near five (5) feet at 9 p.m. on May 23rd to near 41 feet by 1 a.m. on May 24th. The Blanco River rose five (5) feet every 15 minutes just before midnight, equating to a 20-foot rise along the river within a one-hour time frame. Numerous high-water rescues occurred throughout the late evening and morning hours along the banks of the Blanco River and eventually the San Marcos River. The resulting flash flooding caused a tragic loss of life and extreme property damage.

Rescue and recovery efforts stalled on May 25th as another round of severe weather struck the neighboring counties of Williamson, Travis, Bastrop and Caldwell. Large areas of these counties experienced flash flooding and tornados.

Another catastrophic flood event took the area on October 30, 2015, referred to as the “All Saints Flood”, where water caused portions of Interstate 35 to be closed for a second time that year. The impacts of this event were widespread, leading to the closing of Austin-Bergstrom International Airport, approximately 30 miles away. The National Weather Service reported “nearly 6 inches of rain…within an hour…flooding the ground floor of the Austin Air Traffic Control Tower and Terminal Radar Approach Control facility.” Elsewhere in Texas, some areas received more than 10 inches of rain with heavy rains washing away RVs, boats, and trailers along the Guadalupe River in New Braunfels, Texas.

The powerful waters of the All Saints Flood struck Cypress Creek in Wimberley, the Blanco River, and the San Marcos River, causing additional property damage and delaying recovery efforts from the previous flood. However, the community’s heightened sense of awareness and improved reaction to alerts translated to no loss of life during the All Saints Flood.

Both events were considered historical flood events for Central Texas, but for different reasons. The Memorial Day Flood was noted for its extreme water velocities, analogous to the velocities of Niagara Falls. The All Saints Flood was noted for the extreme volume of precipitation in such a short
period of time in various locations around Hays County quickly inundating the rivers, ditches, and ephemeral streams.

The cumulative impact of these disasters has been devastating for the City of San Marcos, and the scale of damage, both physically and financially, is unparalleled. The community experienced a loss of life and property, including a significant amount of infrastructure. These disasters have created significant financial challenges for area residents, as well as local governments. It is imperative the City of San Marcos address areas of concern to reduce the probability of future disasters, especially those relating to flooding and repetitive loss. Through these holistic approaches, the City will be able to improve the health and quality of life for its residents. Table 2 presents the total estimated cost of damages incurred from each of these storm events, and the corresponding CDBG-DR funds that the City received.

Table 2 Federally Declared Disasters in San Marcos 2015

<table>
<thead>
<tr>
<th>Disaster</th>
<th>Year</th>
<th>Estimated Damage</th>
<th>CDBG-DR Funds Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>Memorial Day Floods</td>
<td>2015</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Saints Flood</td>
<td>2015</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$49,431,274</td>
<td>$33,794,000</td>
</tr>
</tbody>
</table>

Source: City of San Marcos Finance Department

c. State of Texas

Separate from this Action Plan and San Marcos' direct allocation of CDBG-MIT funds, the State of Texas, as administered by the Texas General Land Office (GLO), was allocated $4,297,189,000 of CDBG-MIT as a result of the six natural disasters that impacted Texas between 2015 and 2017 (Disaster Numbers 4223, 4245, 4266, 4269, 4272, and 4332). HUD has directly allocated CDBG-MIT funds to the City of San Marcos resulting from the two 2015 flood events. In addition, the City of San Marcos may be eligible to receive additional CDBG-MIT funds through the GLO-administered state allocation. Information about the State of Texas activities and projects using CDBG-MIT funds can be found here: https://recovery.texas.gov/action-plans/mitigation-funding/index.html.

II. Mitigation Needs Assessment

a. Overview of the City of San Marcos Hazard Mitigation Action Plan

As required by HUD, the City developed a mitigation needs assessment based in part on the existing, approved City of San Marcos/Hays County Hazard Mitigation Plan (the HMP, see Appendix B). The purpose of the assessment is to identify strategies to protect life and property and to minimize the costs of disaster response and recovery. The goal of the assessment is to minimize or eliminate long-term risks to human life and property from known hazards by identifying and implementing cost-effective hazard mitigation actions. The assessment addresses current and future risks including hazards, vulnerability, and impacts of disasters. It also serves to identify appropriate mitigation actions and develop the action plan that will reduce the highest risks that San Marcos faces. The assessment considers a comprehensive set of data sources that cover multiple geographies and sectors and was completed according to guidelines set forth by HUD in
its first CDBG-MIT Federal Register notice, 84 FR 45838 (August 30, 2019).

The information contained in the assessment focuses on the impacts on the CDBG-MIT eligible area (Figure 1, or Appendix A). The information was compiled using federal and state sources, including information from FEMA, Texas Division of Emergency Management (TDEM), and other federal, state, and local agencies and data sources.

The City was able to gather information regarding the impacts of the 2015 floods, actions taken during and following the event, and the risks and impacts on impacted area. The Assessment includes specific details about needs in the eligible, most impacted, and distressed area. This includes risks to and the impact on housing and infrastructure. The Mitigation Strategy in the HMAP provides a comprehensive approach to address hazards that pose a harm to the city, including a strong emphasis on flooding. The strategy identifies the following:

(1) Existing Capabilities;
(2) National Flood Insurance Program Participation;
(3) Mitigation Goals;
(4) Mitigation Actions;
(5) Capabilities Assessment; and
(6) Integration Efforts.

b. San Marcos’ Risk Landscape
i. Geography

San Marcos is known as the heart of Central Texas, located exactly midway between the cities of Austin and San Antonio, Texas on Interstate Highway 35 (IH-35). Located along the San Marcos River, San Marcos is the county seat for Hays County. The community has the largest population throughout the County and is home to Texas State University. Incorporated in 1877, the community follows a Council-Manager form of city government made up of a Mayor and 6 Council Members. The City is supported by 670 employees and known for its arts and history and is a popular tourist destination fueled by river activities, shopping and other attractions. In 2015, the City was named the fastest growing city in the United States with a population of 50,000 residents or more, and earned the designation for 3 years running (Time, 2015). Recent U.S. Census Bureau estimates show that San Marcos’ population has grown to 63,509, or nearly 41 percent, between the 2000 decennial census and 2018. San Marcos is served by San Marcos Consolidated ISD (SMCISD), which has 12 campuses throughout the City. There are almost 38,000 people enrolled at Texas State University as of 2018. In 2013, San Marcos permitted $235,940,463 in building permit values between the months of January and August. Most populated in the County, and still growing at an impressive rate, San Marcos is also home to 1,700 acres of parkland and open space.

The city has a total area of over 31 square miles, of which 30 square miles are land and one (1) square miles is over water. It is situated on the Balcones Fault, the boundary between the Hill Country to the west and the Coastal Plains to the east. Along the fault, many springs emerge, such as San Marcos Springs, which forms Spring Lake and is the source of the San Marcos River. The fault extends from Waco to Del Rio and marks the beginning of the Texas Hill Country to the west. Leading the United States in the number
of flash and river flooding-related deaths annually, Texas, specifically the Hill Country, is the most flash flood-prone region found in North America. The eastern part of San Marcos is Blackland Prairie while the western part of the city consists of forested or grassy rolling hills, often marked with cacti. The San Marcos River and the Blanco River, part of the Guadalupe watershed, flow through the city, along with Cottonwood Creek, Purgatory Creek, Sink Creek, and Willow Springs Creek. The San Marcos River begins at San Marcos Springs, rising from the Edwards Aquifer into Spring Lake. The upper river flows through Texas State University and San Marcos and is a popular recreational area. It is joined by the Blanco River after four miles, passes through Luling and near Gonzales, and flows into the Guadalupe River after 75 miles (121 km).

Figure 2 San Marcos River Watershed

Source: Guadalupe-Blanco River Authority
c. Hazard Analysis and Lifeline Assessment

The most recent comprehensive hazard identification and risk assessment for mitigation planning was completed, along with the required plan update, in 2017. Upon a review of the full range of natural hazards suggested under the Federal Emergency Management Agency (FEMA) planning guidance, the City of San Marcos identified 13 hazard types that could occur in the region. Of the hazards identified, 11 natural hazards and 1 quasi-technological hazard (dam failure) were identified as significant and therefore included in the City of San Marcos Hazard Mitigation Action Plan. This data is presented in Table 3. Using a Halff-exclusive risk assessment tool, community’s hazards were ranked and given a value between 100 and 0 according to risk based on the quantified impacts to Health and Safety, Property Damage, Business Continuity/Resiliency, and Citizen Perception/Concern.

Table 3 Hazard Identification Ranking

<table>
<thead>
<tr>
<th>Ranking Order</th>
<th>Hazard</th>
<th>Risk Ranking Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Floods</td>
<td>99.5</td>
</tr>
<tr>
<td>2</td>
<td>Drought</td>
<td>94.1</td>
</tr>
<tr>
<td>3</td>
<td>Dam/Levee Failure</td>
<td>91.3</td>
</tr>
<tr>
<td>4</td>
<td>Severe Winter Storms</td>
<td>72.9</td>
</tr>
<tr>
<td>5</td>
<td>Tornadoes</td>
<td>70.9</td>
</tr>
<tr>
<td>6</td>
<td>Extreme Heat</td>
<td>70.0</td>
</tr>
<tr>
<td>7</td>
<td>Wildfire</td>
<td>51.9</td>
</tr>
<tr>
<td>8</td>
<td>Wind Storms</td>
<td>51.0</td>
</tr>
<tr>
<td>9</td>
<td>Lightning</td>
<td>50.8</td>
</tr>
<tr>
<td>10</td>
<td>Hail Storms</td>
<td>44.7</td>
</tr>
<tr>
<td>11</td>
<td>Expansive Soils</td>
<td>43.2</td>
</tr>
<tr>
<td>12</td>
<td>Earthquakes</td>
<td>35.9</td>
</tr>
<tr>
<td>13</td>
<td>Hurricanes/Tropical Storms</td>
<td>33.8</td>
</tr>
</tbody>
</table>

Source: City of San Marcos Hazard Mitigation Plan Update 2017

The CDBG-Mitigation risk assessment addresses all hazards identified in the City of San Marcos Hazard Mitigation Plan. More detailed analyses are provided on hazards which have impacted San Marcos significantly in recent years. These are the risks that are considered to have the highest potential for consequences for the City of San Marcos.

FEMA recently defined Community Lifelines for the purposes of incident response, allowing the federal government to better understand the impacts of hazards and disasters in states and local jurisdictions. While the City of San Marcos Hazard Mitigation Plan does not currently evaluate hazards using these lifelines, future risk assessments and plans will include lifeline assessments to align with this federal initiative. The lifelines assessed, including their components are shown in Table 4.
Table 4 Community Lifeline Components

<table>
<thead>
<tr>
<th>Safety &amp; Security</th>
<th>Food, Water, Sheltering</th>
<th>Communications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Law Enforcement/Security</td>
<td>Food</td>
<td>Infrastructure</td>
</tr>
<tr>
<td>Fire Service</td>
<td>Water</td>
<td>Responder Communications</td>
</tr>
<tr>
<td>Search and Rescue</td>
<td>Shelter</td>
<td>Alerts, Warnings, Messages</td>
</tr>
<tr>
<td>Government Service</td>
<td>Agriculture</td>
<td>Finance</td>
</tr>
<tr>
<td>Community Safety</td>
<td></td>
<td>911 and Dispatch</td>
</tr>
<tr>
<td>Transportation</td>
<td>Health and Medical</td>
<td>Hazardous Material (Mgmt)</td>
</tr>
<tr>
<td>Highway/Roadway/Motor Vehicle</td>
<td>Medical Care</td>
<td>Facilities</td>
</tr>
<tr>
<td>Mass Transit</td>
<td>Public Health</td>
<td>HAZMAT, Pollutants, Contaminants</td>
</tr>
<tr>
<td>Railway</td>
<td>Patient Movement</td>
<td>Energy</td>
</tr>
<tr>
<td>Aviation</td>
<td>Medical Supply Chain</td>
<td>Power Grid</td>
</tr>
<tr>
<td>Maritime</td>
<td>Fatality Management</td>
<td>Fuel</td>
</tr>
</tbody>
</table>

Source: FEMA Community Lifelines Toolkit 2.0

Ensuring the resiliency of Community Lifelines is an important concept in all phases of emergency management, including mitigation. To quantitatively assess lifelines, the City of San Marcos is evaluating known facilities and infrastructure to support each lifeline and conducting geographic assessments of each with known hazard zones. The quantitative assessment is limited to flood risks. A preliminary assessment of each lifeline by hazard is provided in this section using vulnerability and consequence/impact assessments for each of the seven community lifelines. The classifications of vulnerability and consequences are shown in Table 5 and Table 6, respectively. These assessments are presented at the end of each hazard section. Consequence analysis may include all components of a lifeline or be isolated to one or two components or subcomponents that are critical in a given hazard condition.

Table 5 Vulnerability Classifications

<table>
<thead>
<tr>
<th>Vulnerability</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>High Vulnerability</td>
<td>Geographically widespread exposure of facilities and systems to the damaging effects of a hazard AND the lifeline has low resilience to a hazard.</td>
</tr>
<tr>
<td>Moderate Vulnerability</td>
<td>The geographic exposure of facilities and systems to a hazard is widespread OR the lifeline has a low resilience to a hazard and the hazard is geographically isolated.</td>
</tr>
<tr>
<td>Low Vulnerability</td>
<td>Exposure of facilities and systems related to a community lifeline are geographically isolated or the system itself has significant resilience to the hazard.</td>
</tr>
</tbody>
</table>

Source: City of San Marcos OEM

Table 6 Consequence Classifications

<table>
<thead>
<tr>
<th>Consequence</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low Impact to Lifeline/Services</td>
<td>In the worst, most probable hazard situation, services and infrastructure are fully functioning within hours of onset of the hazard condition.</td>
</tr>
<tr>
<td>Moderate Impact to Lifeline/Services</td>
<td>In the worst, most probable hazard situation, services and infrastructure are functioning within days of onset of the hazard condition.</td>
</tr>
<tr>
<td>Significant Impact to Lifeline/Services</td>
<td>In the worst, most probable hazard situation, services and infrastructure are functioning within weeks of onset of the hazard condition.</td>
</tr>
</tbody>
</table>

Source: City of San Marcos OEM
i. **Flood**

According to the City’s Hazard Mitigation Plan, flooding is the foremost hazard that threatens the City of San Marcos. The severity of a flood event is determined by a combination of several major factors including: stream and river basin topography and physiography; precipitation and weather patterns; antecedent; recent soil moisture conditions; the degree of vegetative clearing and impervious surfaces; and drainage system capacity and condition of infrastructure. Floods can be short-term or long-term in duration, ranging from several hours to several days.

The location of low water crossings, as well as the 1% (100-year) and 0.2% (500-year) Annual Chance Event (ACE) floodplains for the City of San Marcos are shown in Figure 3. This figure represents the locations within the planning area that are most affected by riverine flooding and is based upon newly developed hydrologic and hydraulic analysis. The new analysis is considered the best information available to date. The total acreage of the city that is located in the 1% floodplain is 4,250 acres and 0.2% is 5,938 acres. The new Atlas 14 data indicates the average 24-hour precipitation depth for a 1% flood event is 13.3 inches and the .02% is 19.9 inches. Both events represent a significant increase over the previous USGS 1998 depths.

*Figure 3 Special Flood Hazard Areas and Low Water Crossings, City of San Marcos*
According to the NOAA Storm Events Database, there were eight (8) documented flood events listed for the City of San Marcos and 69 documented events listed for Hays County from year 1997. While NOAA Storm Events Database lists events since 1997 for the County, events were not documented per jurisdiction until 2004. The flood events reported for the City of San Marcos are shown in Table 7.

Table 7 Flood Events, City of San Marcos

<table>
<thead>
<tr>
<th>Location</th>
<th>Date</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Marcos</td>
<td>11/14/2004</td>
<td>Flash Flood</td>
</tr>
<tr>
<td>San Marcos</td>
<td>9/8/2010</td>
<td>Flash Flood</td>
</tr>
<tr>
<td>San Marcos</td>
<td>5/13/2014</td>
<td>Flash Flood</td>
</tr>
<tr>
<td>San Marcos</td>
<td>5/27/2014</td>
<td>Flash Flood</td>
</tr>
<tr>
<td>San Marcos Lowman AR</td>
<td>5/30/2015</td>
<td>Flash Flood</td>
</tr>
<tr>
<td>San Marcos</td>
<td>6/28/2015</td>
<td>Flash Flood</td>
</tr>
<tr>
<td>San Marcos</td>
<td>5/19/2016</td>
<td>Flash Flood</td>
</tr>
<tr>
<td>San Marcos</td>
<td>9/26/2016</td>
<td>Flash Flood</td>
</tr>
</tbody>
</table>

Source: City of San Marcos Hazard Mitigation Plan

According to NOAA Storm Events Database, in October of 2013 (Disaster 4159-DR), a surface trough was the focus of trailing storms which produced heavy rainfall that led to major flooding across the Onion Creek and Blanco/San Marcos River watersheds. Thunderstorms produced heavy rain that led to flash flooding in Wimberley, San Marcos, Buda, and Kyle. Public reports stated that 14 inches of rain fell near Wimberley and this rainfall made its way into the Blanco River and Onion Creek Watersheds. The Blanco River flooded and major flooding occurred downstream to San Marcos. The Blanco River crested at 26.74 feet in Wimberley. Flooding then occurred in the San Marcos River as the flood wave crossed IH-35 in San Marcos. Sections of San Marcos flooded near the Blanco River, including areas of Texas State University and areas along River Road, where several evacuations of residences occurred. The Blanco River was 100 feet out of its banks. In many areas along the Blanco River, debris was found 15 to 20 feet off the ground.

In May of 2015 (Disaster 4223-DR), a historic flash flood occurred on the Blanco River. Hundreds of homes were destroyed along the river from the City of Blanco down into Wimberley and San Marcos. The flood wave continued downstream for days, affecting residents and homes along the San Marcos and Guadalupe Rivers. Thunderstorms produced more heavy rain that caused flash flooding. Downstream from the bridge, the Blanco River reached a record crest. The gage failed at 40 feet and the USGS later estimated the crest at 44.9 feet. This height was more than 10 feet over the previous record height of 33.3 feet from 1929. Homes along the banks of the Blanco River down to San Marcos experienced a historic flood. Many homes were totally destroyed and swept downstream. Other homes were struck by large debris, including full-sized cypress trees that typically lined the banks of the river. The river experienced rises that exceeded 20 feet within 1 hour.

In October of 2015 (Disaster 4245-DR), a warm front combined with an upper level trough and deep moisture produced heavy rainfall and severe thunderstorms across much of South-
Central Texas on October 30th and 31st. Excessive rainfall resulted in widespread flash flooding along the IH-35 corridor. Rainfall rates of five (5) to seven (7) inches per hour fell, from northern San Marcos through South Austin. Some rainfall totals exceeded 10 inches. Record flooding occurred with river and creek flooding being extensive. The Blanco River in San Marcos crested at 42 feet creating another 1% flood event for the second time in 2015. Many areas, especially San Marcos, compared this flooding to the record flooding of October 1998.

*Figure 4 2015 Flood Event in San Marcos, TX*

The City of San Marcos has the most Repetitive Loss payments in all of Hays County. This can obviously be attributed to the fact that the population is higher, but can also be related to proximity to the San Marcos River, the number of Pre-FIRM homes that were built before the Flood Damage Prevention Ordinance was adopted, and also the occurrences of localized flooding that occur outside of the Special Flood Hazard Area where elevation is not required.

According to community testimony, there are also a limited number of locations where mobility issues could create issues during flood events. There is a daycare at risk due to flooding and access to several group homes and other facilities where people are non-ambulatory and unable to seek higher ground on their own. Areas with low water crossings that become overtopped are also an issue for emergency services access and the ability for residents to enter or exit their residences.

The City of San Marcos is a current participant in the National Flood Insurance Program (NFIP) and has 247 tallied Repetitive Loss payments (as of September of 2016) with an average total (building & contents) payment of $37,560.76. Table 8 identifies the number of structures and claimed costs associated with the program in San Marcos. A summary assessment of flood hazard vulnerability and impacts to the community lifelines is presented in Table 10.

*Table 8 NFIP Repetitive Loss for San Marcos*

<table>
<thead>
<tr>
<th>Structure Type</th>
<th>Number of Structures</th>
<th>Total Amount of Claims</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>107</td>
<td>$8,905,976.65</td>
</tr>
<tr>
<td>Non-Residential</td>
<td>3</td>
<td>$371,530.54</td>
</tr>
</tbody>
</table>

*Source: City of San Marcos Hazard Mitigation Plan*
Table 9 Flood Vulnerability and Consequence Summary by Lifeline

<table>
<thead>
<tr>
<th>Flood</th>
<th>Vulnerability</th>
<th>Consequence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety and Security</td>
<td>High Vulnerability</td>
<td>Moderate Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Food, Water, Sheltering</td>
<td>High Vulnerability</td>
<td>Significant Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Communications</td>
<td>Moderate Vulnerability</td>
<td>Moderate Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Transportation</td>
<td>High Vulnerability</td>
<td>Significant Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Health and Medical</td>
<td>Moderate Vulnerability</td>
<td>Significant Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Hazardous Material (Mgmt)</td>
<td>High Vulnerability</td>
<td>Significant Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Energy (Power and Fuel)</td>
<td>High Vulnerability</td>
<td>Significant Impact to Lifeline/Services</td>
</tr>
</tbody>
</table>

Source: City of San Marcos OEM

ii. Drought

According to the State of Texas Hazard Mitigation Plan 2018, drought is the consequence of a natural reduction in the amount of precipitation expected for a given area or region over an extended period of time, usually a season or more in length. The US Drought Monitor Drought Intensity scale classifies drought by five (5) categories shown in Table 10, D0 through D4. According to the reported drought occurrences, the maximum drought extent experienced is a Category D4 drought.

Table 10 Drought Intensity Index

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>Possible Impacts</th>
</tr>
</thead>
<tbody>
<tr>
<td>D0</td>
<td>Abnormally Dry</td>
<td>Going into drought:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• short-term dryness slowing planting, growth of crops or pastures</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Coming out of drought:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• some lingering water deficits</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• pastures or crops not fully recovered</td>
</tr>
<tr>
<td>D1</td>
<td>Moderate Drought</td>
<td>• Some damage to crops, pastures</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Streams, reservoirs, or wells low, some water shortages developing or imminent</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Voluntary water-use restrictions requested</td>
</tr>
<tr>
<td>D2</td>
<td>Severe Drought</td>
<td>• Crop or pasture losses likely</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Water shortages common</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Water restrictions imposed</td>
</tr>
<tr>
<td>D3</td>
<td>Extreme Drought</td>
<td>• Major crop/pasture losses</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Widespread water shortages or restrictions</td>
</tr>
<tr>
<td>D4</td>
<td>Exceptional Drought</td>
<td>• Exceptional and widespread crop/pasture losses</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Shortages of water in reservoirs, streams, and wells creating water emergencies</td>
</tr>
</tbody>
</table>

Source: U.S. Drought Monitor

Drought occurs on a regional scale. The entire planning area is equally at risk as it can occur anywhere within the community. NOAA Storm Events Database documents 27 drought events for Hays County since the year 1996. Although there were no drought events reported
specifically for San Marcos, all communities within Hays County would have been affected by the events that were reported for the surrounding County area.

Based on six (6) years with reported drought events from the NOAA Storm Events Database within 20 years, a drought event occurs approximately once every three (3) years on average. All communities within the county are assumed to experience drought reported for the surrounding County areas, and therefore can expect a drought event approximately once every three (3) years on average, up to a Stage D4.

Impacts reported at the County level are applicable in illustrating impact to the San Marcos planning area. As indicated by Table 11, multiple assets are impacted during a drought event. The highest reported impact is water supply and quality for residents being impacted by low availability, resulting in the need for restrictions. As a cascading impact, low water levels affect water pressure needed for firefighting in residential and brush fire situations. Agricultural resources are also strained as water is critical to operations for farmers and ranchers who tend to their crops and animals. Other assets impacted include the effect on water-dependent businesses losing revenue, and interruptions or shortages for water-dependent energy generation. Dying plants and wildlife, and impacts to society are also experienced during a drought. In addition, low river levels deter tourists from visiting San Marcos, impacting tourism and recreation revenue.

<table>
<thead>
<tr>
<th>Category</th>
<th># of Incidents Reported</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agriculture</td>
<td>45</td>
</tr>
<tr>
<td>Business &amp; Industry</td>
<td>3</td>
</tr>
<tr>
<td>Energy</td>
<td>2</td>
</tr>
<tr>
<td>Fire</td>
<td>24</td>
</tr>
<tr>
<td>Plants &amp; Wildlife</td>
<td>33</td>
</tr>
<tr>
<td>Relief, Response &amp; Restrictions</td>
<td>48</td>
</tr>
<tr>
<td>Society &amp; Public Health</td>
<td>7</td>
</tr>
<tr>
<td>Tourism &amp; Recreation</td>
<td>3</td>
</tr>
<tr>
<td>Water Supply &amp; Quality</td>
<td>53</td>
</tr>
</tbody>
</table>

*Source: Hays County Hazard Mitigation Plan Update 2017*

There are wells and pumps in the City that provide the water supply, and those are vulnerable to drought. The City has a backup contract with Canyon Lake for emergency water situations, to lessen the impact of water shortage. River levels directly impact the tourism activity of the City. When drought periods are occurring, low water levels inhibit the ability for tourists to float down the river. A decrease in visitors directly impacts tax revenue from the sales that typically come in during those seasons for tubing vendors and also other economic outlets throughout the area. There is a power generation plant dependent on water in the City. Effluent water that has been through wastewater treatment is sold to the electrical generation plants for the purposes of cooling their engines. Another vulnerability is the impact of drought on the small amount of farmland within the City limits. Periods of drought in San Marcos can lead to cascading disaster scenarios such as wildfire due to the increase in dried vegetation that
can in turn increase wildfire risk. A summary assessment of drought hazard vulnerability and impacts to the community lifelines is presented in Table 12.

**Table 12 Drought Vulnerability and Consequence Summary by Lifeline**

<table>
<thead>
<tr>
<th>Flood</th>
<th>Vulnerability</th>
<th>Consequence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety and Security</td>
<td>High Vulnerability</td>
<td>Moderate Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Food, Water, Sheltering</td>
<td>High Vulnerability</td>
<td>Significant Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Communications</td>
<td>Low Vulnerability</td>
<td>Moderate Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Transportation</td>
<td>Low Vulnerability</td>
<td>Significant Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Health and Medical</td>
<td>Moderate Vulnerability</td>
<td>Significant Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Hazardous Material (Mgmt)</td>
<td>Low Vulnerability</td>
<td>Significant Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Energy (Power and Fuel)</td>
<td>High Vulnerability</td>
<td>Significant Impact to Lifeline/Services</td>
</tr>
</tbody>
</table>

*Source: City of San Marcos OEM*

### iii. Dam/Levee Failure

Any individual dam has a very specific area that will be impacted by a catastrophic failure. Dams identified with potential risk can directly threaten the lives of individuals living or working in the inundation zone below the dam. The impact from any catastrophic failure would be similar to that of a flash flood. Potential impacts for the planning area include:

- Lives could be lost.
- There could be injuries from impacts with debris carried by the flood.
- Swift-water rescue of individuals trapped by the water puts the immediate responders at risk for their own lives.
- Individuals involved in the cleanup may be at risk from the debris and contaminants.
- Continuity of operations for any jurisdiction outside the direct impact area could be very limited.
- Roads and bridges could be destroyed.
- Homes and businesses could be damaged or destroyed.
- Emergency services may be temporarily unavailable.
- Disruption of operations and the delivery of services in the impacted area.
- A large dam with a high head of water could effectively scour the terrain below it for miles, taking out all buildings, and other infrastructure.
- Scouring force could erode soil and any buried pipelines.
- Scouring action of a large dam will destroy all vegetation in its path.
- Wildlife and wildlife habitat caught in the flow will likely be destroyed.
- Fish habitat will likely be destroyed.
- Topsoil will erode, slowing the return of natural vegetation.
- The destructive high velocity water flow may include substantial debris and hazardous materials, significantly increasing the risks to life and property in its path.
- Debris and hazardous material deposited downstream may cause further pollution of areas far greater than the inundation zone.
- Destroyed businesses and homes may not be rebuilt, reducing the tax base and impacting long term economic recovery.
- Historical or cultural resources may be damaged or destroyed.
• Recreational activities and tourism may be temporarily unavailable or unappealing, slowing economic recovery.

The economic and financial impacts of dam failure on the area will depend entirely on the location of the dam, scale of the event, what is damaged, and how quickly repairs to critical components of the economy can be implemented. The level of preparedness and pre-event planning done by the government, community, local businesses, and residents will also contribute to the overall economic and financial conditions in the aftermath of any dam failure event. A summary assessment of dam failure hazard vulnerability and impacts to the community lifelines is presented in Table 13.

Table 13 Dam Failure Vulnerability and Consequence Summary by Lifeline

<table>
<thead>
<tr>
<th>Dam Failure</th>
<th>Vulnerability</th>
<th>Consequence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety and Security</td>
<td>Moderate Vulnerability</td>
<td>Significant Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Food, Water, Sheltering</td>
<td>Moderate Vulnerability</td>
<td>Significant Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Communications</td>
<td>Moderate Vulnerability</td>
<td>Significant Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Transportation</td>
<td>Moderate Vulnerability</td>
<td>Significant Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Health and Medical</td>
<td>Moderate Vulnerability</td>
<td>Significant Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Hazardous Material (Mgmt)</td>
<td>Moderate Vulnerability</td>
<td>Significant Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Energy (Power and Fuel)</td>
<td>Moderate Vulnerability</td>
<td>Significant Impact to Lifeline/Services</td>
</tr>
</tbody>
</table>

Source: City of San Marcos OEM

iv. Severe Winter Storms

A winter storm event is identified as a storm with primarily snow, ice, or freezing rain. Winter storms are associated with the combined effects of winter precipitation and strong winds creating a dangerous wind chill, or perceived air temperature. This type of storm can cause significant problems for area residents due to snow, ice hazards, and cold temperatures. Wind chill is a function of temperature and wind. Low wind chill is a product of high winds and freezing temperatures.

Severe winter storms occur on a regional scale; therefore, all of the planning area is equally at risk. NOAA Storm Events Database documents 13 winter storm events for Hays County since the year 1996. Although there were no winter storm events reported specifically for San Marcos, the entire planning area would have been affected by the events that were reported for the surrounding County area. Based on the 13 reported events from the NOAA Storm Events Database, a winter weather event occurs approximately every two (2) years on average in Hays County. Since these events occur on a regional scale, the entire planning area’s probability is assumed to be similar to the surrounding County area and can expect a winter weather event approximately once every two (2) years on average.

About half of San Marcos’ power lines are on poles. This poses a vulnerability due to the impact on electricity to homes and businesses during cold temperatures when an accumulation of ice and snow on branches could cause them to fall on the exposed power lines. Dangerous road conditions pose a threat to San Marcos due to the large number of residents and student populations that drive into the City for classes at Texas State University. The City has a dump truck that is used to drop sand onto the streets, however this is not the most effective method
for spreading sand for icy roads. School buses often have problems during icy conditions in San Marcos, as well. There are some significant roadways that have alternate routes, but the major thoroughfares for the community are Wonder World Drive, Aquarena Springs and IH-35. All State and Federal roadways are maintained by other entities and outside of the control of the City.

The greatest risk from a winter storm hazard is to public health and safety. Potential impacts for the planning area may include:

- Vulnerable populations, particularly the elderly and infants, can face serious or life-threatening health problems from exposure to extreme cold including hypothermia and frostbite. Houston residents are located far south in Texas and therefore may be even more vulnerable than the general population of the United States based on not having proper outwear and warm weather accessories needed to be in the cold.
- Loss of electric power or other heat sources can result in increased potential for fire injuries or hazardous gas inhalation because residents burn candles for light and use fires or generators to stay warm.
- Response personnel, including utility workers, public works personnel, debris removal staff, tow truck operators, and other first responders are vulnerable to injury or illness resulting from exposure to extreme cold temperatures.
- Response personnel would be required to travel in potentially hazardous conditions, elevating the life safety risk due to accidents, and potential contact with downed power lines.
- Operations or service delivery may experience impacts from electricity blackouts due to winter storms.
- Power outages are possible throughout the planning area due to downed trees and power lines and/or rolling blackouts.
- Critical facilities without emergency backup power may not be operational during power outages.
- Emergency response and service operations may be impacted by limitations on access and mobility if roadways are closed, unsafe, or obstructed.
- Hazardous road conditions will likely lead to increases in automobile accidents, further straining emergency response capabilities.
- Depending on the severity and scale of damage caused by ice and snow events, damage to power transmission and distribution infrastructure can require days or weeks to repair.
- A winter storm event could lead to tree, shrub, and plant damage or death.
- Severe cold and ice could significantly damage agricultural crops.
- Schools may be forced to shut early due to treacherous driving conditions.
- Exposed water pipes may be damaged by severe or late season winter storms at both residential and commercial structures, causing significant damages.
- Cities located in the north have a higher frequency and therefore have more resources allocated yearly to fight and mitigate the impacts of winter storms. The resources here may not be primarily focused on mitigating this risk and therefore do not have the resources prepared and staged like cities in the northern United States.

The economic and financial impacts of winter weather on the community will depend on the scale of the event, what is damaged, and how quickly repairs to critical components of the economy can be implemented. The level of preparedness and pre-event planning done by government, businesses, and citizens will also contribute to the overall economic and
financial conditions in the aftermath of a winter storm event. A summary assessment of winter storm hazard vulnerability and impacts to the community lifelines is presented in Table 14.

*Table 14 Winter Storm Vulnerability and Consequence Summary by Lifeline*

<table>
<thead>
<tr>
<th>Winter Storm</th>
<th>Vulnerability</th>
<th>Consequence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety and Security</td>
<td>Moderate Vulnerability</td>
<td>Moderate Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Food, Water, Sheltering</td>
<td>Moderate Vulnerability</td>
<td>Moderate Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Communications</td>
<td>Moderate Vulnerability</td>
<td>Moderate Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Transportation</td>
<td>High Vulnerability</td>
<td>Significant Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Health and Medical</td>
<td>Moderate Vulnerability</td>
<td>Moderate Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Hazardous Material (Mgmt)</td>
<td>Moderate Vulnerability</td>
<td>Moderate Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Energy (Power and Fuel)</td>
<td>High Vulnerability</td>
<td>Significant Impact to Lifeline/Services</td>
</tr>
</tbody>
</table>

Source: City of San Marcos OEM

v. Tornadoes

The entire extent of the City of San Marcos is exposed to some degree of tornado hazard. Since tornadoes can occur at any location, tornado events can be experienced anywhere within the planning area. A tornado is a rapidly rotating column of air extending between, and in contact with, a cloud and the surface of the earth. Tornadoes are among the most violent storms on the planet; the most violent tornadoes are capable of tremendous destruction, with wind speeds of 250 miles per hour (mph) or more. In extreme cases, winds may approach 300 mph. Damage paths can be in excess of one mile wide and 50 miles long.

The most powerful tornadoes are produced by “supercell thunderstorms.” Supercell thunderstorms are created when horizontal wind shears (winds moving in different directions at different altitudes) begin to rotate the storm. This horizontal rotation can be tilted vertically by violent updrafts, and the rotation radius can shrink, forming a vertical column of very quickly swirling air. This rotating air can eventually reach the ground, forming a tornado.

Tornado magnitudes prior to 2005 were determined using the traditional version of the Fujita Scale. Since February 2007, the Fujita Scale has been replaced by the Enhanced Fujita Scale (Table 15), which retains the same basic design and six strength categories as the previous scale. The newer scale reflects more refined assessments of tornado damage surveys, standardization, and damage consideration to a wider range of structures. For the purposes of this plan, those tornadoes that occurred prior to the adoption of the EF scale will still be mentioned in the Fujita Scale for historical reference.
Table 15 Fujita (F) Scale and Operational Enhanced Fujita (EF) Scale

<table>
<thead>
<tr>
<th>Fujita (F) Scale</th>
<th>Derived</th>
<th>Operational Enhanced Fujita (EF) Scale</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>65-85</td>
</tr>
<tr>
<td>1</td>
<td>1</td>
<td>86-109</td>
</tr>
<tr>
<td>2</td>
<td>2</td>
<td>110-137</td>
</tr>
<tr>
<td>3</td>
<td>3</td>
<td>138-167</td>
</tr>
<tr>
<td>4</td>
<td>4</td>
<td>168-199</td>
</tr>
<tr>
<td>5</td>
<td>5</td>
<td>200-234</td>
</tr>
</tbody>
</table>

Source: Hays County Hazard Mitigation Plan Update 2017

According to the NOAA Storm Events Database, there were three (3) documented tornado events listed for the City of San Marcos and 16 documented events listed for Hays County since the year 1953. While NOAA Storm Events Database lists events since 1953 for the County, events were not documented per jurisdiction until 1997. The tornado events with fatality, injury, and damage amounts reported for the City of San Marcos are listed in Table 16, per the NOAA Storm Events Database. Community testimony indicates that these amounts do not reflect the most recent totals, however NOAA data is used as the best source of information available for the record period.

Table 16 Tornado Events, City of San Marcos

<table>
<thead>
<tr>
<th>Location</th>
<th>Date</th>
<th>Type</th>
<th>Extent</th>
<th>Fatalities</th>
<th>Injuries</th>
<th>Property Damage</th>
<th>Crop Damage</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Marcos</td>
<td>12/30/2002</td>
<td>Tornado</td>
<td>F0</td>
<td>0</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>San Marcos</td>
<td>1/13/2007</td>
<td>Tornado</td>
<td>F1</td>
<td>0</td>
<td>0</td>
<td>50000.00</td>
<td>0.00</td>
</tr>
<tr>
<td>San Marcos Lowman AR</td>
<td>10/30/2015</td>
<td>Tornado</td>
<td>EF1</td>
<td>0</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td>$50,000.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Source: City of San Marcos Hazard Mitigation Plan Update 2017

According to the reported previous tornado occurrences in the planning area, the maximum tornado extent experienced was a category EF1. Based on three (3) reported events in 19 years, the City of San Marcos can expect a tornado event approximately once every six (6) years (on average) in the future, with up to an EF1 magnitude.

The economic and financial impacts of a tornado event on the community will depend on the scale of the event, what is damaged, costs of repair or replacement, lost business days in impacted areas, and how quickly repairs to critical components of the economy can be implemented. The level of preparedness and pre-event planning done by government, businesses, and citizens will contribute to the overall economic and financial conditions in the aftermath of a tornado event. A summary assessment of tornado hazard vulnerability and impacts to the community lifelines is presented in Table 17.
vi. Extreme Heat

Extreme heat is the condition where temperatures hover ten degrees or more above the average temperature in a region for an extended period. Extreme heat is often associated with conditions of high humidity. When these conditions persist over a long period of time, it is defined as a heat wave. Extreme heat during the summer months is a common occurrence throughout the State of Texas, and the City of San Marcos is no exception. Extreme heat occurs on a regional scale; the entire planning area is equally at risk as it can occur anywhere within the city.

According to Canyon Dam Station, the local weather data collection center with comprehensive data within the planning area, the mean number of days with a daily max temperature equal or greater to 90°F is 94 days. Currently, the greatest number of days during which the planning area experienced extreme heat is 119 in 2008 while the highest temperature experienced was 109°F in August 2011 (a “Danger” NWS Heat Index classification). Due to the regional nature of extreme heat occurrence, Canyon Dam Station records apply equally to all participating communities. Figure 5 illustrates NOAA’s National Weather Service (NWS) Heat Index commonly used to provide information on perceived heat and dangers of exposure considering the relationship between air temperature and relative humidity. The heat index value can be increased by up to 15°F if exposed to direct sunlight as the index was created for shady locations.

The extent of extreme heat that the planning area has experienced can be derived from the data provided from NOWData at Canyon Dam Station since the year 2000. The highest daily mean temperature experienced was 109°F in August 2011. This event is classified by the NWS Heat Index as “Danger”. The probability of future events can be determined by assessing historical averages. Since extreme heat events occur on a regional scale, all participating communities’ future probability is assumed to be similar to the area surrounding Canyon Dam Station. Based on NOWData, the planning area can expect, on average, approximately 94 days a year with temperatures equal or greater to 90°F, and up to 109°F, a “Danger” warning classification per the NOAA NWS Heat Index. As extreme heat events have occurred every year since 2000, the probability of extreme heat affecting the planning area is 100% in any given year.
In addition to the physical impacts, an excessive heat event can also be the cause of cascading incidents. Electrical outages could occur due to the high demands of electricity needed to power cooling systems. A loss of critical resources, such as power, has significant impact on the entire population, with higher impacts to those with vulnerabilities to such conditions.

San Marcos does not have a cooling station plan for the community but does have locations available in order to cool people. They have also held fan drives that provide box fans to the senior adult population in need. This project is a volunteer-run effort that utilizes some of the emergency services district stations as donation drop-off points. There are over 15,000 residents classified within the Community Vulnerable Populations (those over age 65, under age 16, and those economically disadvantaged) in San Marcos. These members of the community are financially impacted by the increased cost of energy for cooling homes during long periods of extreme heat and can also be impacted. In addition, San Marcos has a small homeless population that sleep outside, under bridges, and in parks and wooded areas. This population would be especially impacted by the dangerous temperatures of extreme heat events. A summary assessment of extreme heat hazard vulnerability and impacts to the community lifelines is presented in Table 18.
### Table 18 Extreme Heat Vulnerability and Consequence Summary by Lifeline

<table>
<thead>
<tr>
<th>Extreme Heat</th>
<th>Vulnerability</th>
<th>Consequence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety and Security</td>
<td>Moderate Vulnerability</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Food, Water, Sheltering</td>
<td>Moderate Vulnerability</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Communications</td>
<td>Moderate Vulnerability</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Transportation</td>
<td>Low Vulnerability</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Health and Medical</td>
<td>Low Vulnerability</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Hazardous Material (Mgmt)</td>
<td>Moderate Vulnerability</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Energy (Power and Fuel)</td>
<td>High Vulnerability</td>
<td>Moderate Impact to Lifeline/Services</td>
</tr>
</tbody>
</table>

*Source: City of San Marcos OEM*

### vii. Wildfire

A wildfire event can rapidly spread out of control and occurs most often in the summer, when the brush is dry and flames can move unchecked through a highly vegetative area. Wildfires can start as a slow burning fire along the forest floor, killing and damaging trees. The fires often spread more rapidly as they reach the tops of trees, with wind carrying the flames from tree to tree. Usually, dense smoke is the first indication of a wildfire. A wildfire event often begins unnoticed and spreads quickly, lighting brush, trees, and homes on fire. For example, a wildfire may be started by a campfire that was not doused properly, a tossed cigarette, burning debris, or arson.

Texas has seen a significant increase in the number of wildfires in the past 30 years, which included wildland, interface, or intermix fires. Wildland Urban Interface or Intermix (WUI) fires occur in areas where structures and other human improvements meet or intermingle with undeveloped wildland or vegetative fuels. Wildland fires are fueled almost exclusively by natural vegetation while interface or intermix fires are urban/wildland fires in which vegetation and the built-environment provide the fuel.

A wildfire event can be a potentially damaging consequence of drought. Wildfires can vary greatly in terms of size, location, intensity, and duration. While wildfires are not confined to any specific geographic location, they are most likely to occur in open grasslands. The threat to people and property from a wildfire event is greater in the fringe areas where developed areas meet open grass lands.

The Texas Forest Service reported one (1) wildfire event between 2005 and 2015. The National Centers for Environmental Information (NCEI) did not include any wildfire events from 1996 through August 1, 2017. The Texas Forest Service (TFS) and volunteer fire departments started fully reporting events in 2005. Due to a lack of recorded data for wildfire events prior to 2005 and after 2015, frequency calculations are based on an eleven-year period, using only data from recorded years. The map below shows the approximate location of the wildfire (Figure 6) based on Texas A&M Forest Service’s Texas Wildfire Risk Assessment Portal (TxWRAP).
Based on one (1) reported event in 35 years, the City of San Marcos' future probability of a wildfire event is approximately once every 35 years (on average), with up to a potential fire intensity of 4.5, or “High” classification on the TxWRAP FIS. Table 19 below lists the Fire Intensity Acreage for the City, according to the Texas A&M Forest Service Community Summary Report.
Table 19 Fire Intensity Acreage, City of San Marcos

<table>
<thead>
<tr>
<th>Class</th>
<th>Acres</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Burnable</td>
<td>10,065</td>
<td>49.20%</td>
</tr>
<tr>
<td>1 (Very Low)</td>
<td>547</td>
<td>2.70%</td>
</tr>
<tr>
<td>1.5</td>
<td>844</td>
<td>4.10%</td>
</tr>
<tr>
<td>2 (Low)</td>
<td>216</td>
<td>1.10%</td>
</tr>
<tr>
<td>2.5</td>
<td>1,538</td>
<td>7.50%</td>
</tr>
<tr>
<td>3 (Moderate)</td>
<td>4,573</td>
<td>22.30%</td>
</tr>
<tr>
<td>3.5</td>
<td>525</td>
<td>2.60%</td>
</tr>
<tr>
<td>4 (High)</td>
<td>527</td>
<td>2.60%</td>
</tr>
<tr>
<td>4.5</td>
<td>1,631</td>
<td>8.00%</td>
</tr>
<tr>
<td>5 (Very High)</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total</td>
<td>20,467</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

Source: City of San Marcos Hazard Mitigation Plan Update 2017

A wildfire event poses a potentially significant risk to public health and safety, particularly if the wildfire is initially unnoticed and spreads quickly. The impacts associated with a wildfire are not limited to the direct damages. Impacts on the community can be measured using TxWRAP housing density levels within the WUI. Areas with a higher housing and population density would be affected to a greater extent than rural areas, especially in areas near burnable fuels. In the event of a wildfire in high density areas of population, residential structures would be damaged or destroyed, critical infrastructure such as water, sewer and electrical services would interrupted and residents would experience injury or loss of life. Table 20 lists the population, percent of total population, WUI acreage and percent of WUI acreage for the City of San Marcos, according to the Texas A&M Forest Service TxWRAP Community Summary Report.

Table 20 WUI Acreage, City of San Marcos

<table>
<thead>
<tr>
<th>Housing Density</th>
<th>WUI Population</th>
<th>Percent of WUI Population</th>
<th>WUI Acres</th>
<th>Percent of WUI Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>LT 1hs/40ac</td>
<td>30</td>
<td>0.10%</td>
<td>1,620</td>
<td>16.40%</td>
</tr>
<tr>
<td>1hs/40ac to 1hs/20ac</td>
<td>35</td>
<td>0.10%</td>
<td>698</td>
<td>7.10%</td>
</tr>
<tr>
<td>1hs/20ac to 1hs/10ac</td>
<td>84</td>
<td>0.30%</td>
<td>909</td>
<td>9.20%</td>
</tr>
<tr>
<td>1hs/10ac to 1hs/5ac</td>
<td>302</td>
<td>1.00%</td>
<td>984</td>
<td>9.90%</td>
</tr>
<tr>
<td>1hs/5ac to 1hs/2ac</td>
<td>755</td>
<td>2.50%</td>
<td>1,413</td>
<td>14.30%</td>
</tr>
<tr>
<td>1hs/2ac to 3hs/1ac</td>
<td>11,502</td>
<td>38.80%</td>
<td>3,164</td>
<td>32.00%</td>
</tr>
<tr>
<td>GT 3hs/1ac</td>
<td>16,929</td>
<td>57.10%</td>
<td>1,103</td>
<td>11.20%</td>
</tr>
<tr>
<td>Total</td>
<td>29,637</td>
<td>100.00%</td>
<td>9,891</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

Source: City of San Marcos Hazard Mitigation Plan Update 2017
Potential impacts for the planning area include:

- Persons in the area at the time of the fire are at risk for injury or death from burns and/or smoke inhalation.
- First responders are at greater risk of physical injury since they are in close proximity to the hazard while extinguishing flames, protecting property or evacuating residents in the area.
- First responders can experience heart disease, respiratory problems, and other long-term related illnesses from prolonged exposure to smoke, chemicals, and heat.
- Emergency services may be disrupted during a wildfire if facilities are impacted, and roadways are inaccessible or personnel are unable to report for duty.
- Critical city and/or county departments may not be able to function and provide necessary services depending on the location of the fire and the structures or personnel impacted.
- Non-critical businesses may be directly damaged, suffer loss of utility services, or be otherwise inaccessible, delaying normal operations and slowing the recovery process.
- Displaced residents may not be able to immediately return to work, further slowing economic recovery.
- Roadways in or near the WUI could be damaged or closed due to smoke and limited visibility.
- Older homes are generally exempt from modern building code requirements, which may require fire suppression equipment in the structure.
- Some high-density neighborhoods feature small lots with structures close together, increasing the potential for fire to spread rapidly.
- Air pollution from smoke may exacerbate respiratory problems of vulnerable residents.
- Charred ground after a wildfire cannot easily absorb rainwater, increasing the risk of flooding and potential mudflows.
- Wildfires can cause erosion, degrading stream water quality.
- Historical or cultural resources may be damaged or destroyed.
- Tourism can be significantly disrupted, further delaying economic recovery for the area.
- Economic disruption negatively impacts the programs and services provided by the community due to short and long-term loss in revenue.
- Fire suppression costs can be substantial, exhausting the financial resources of the community.
- Residential structures lost in a wildfire may not be rebuilt for years, reducing the tax base for the community.
- Direct impacts to municipal water supply may occur through contamination of ash and debris during the fire, destruction of aboveground delivery lines, and soil erosion or debris deposits into waterways after the fire.
- The City of Houston includes 1,700 acres of total park space. Recreation activities throughout the city’s parks may be unavailable and tourism can be unappealing for years following a large wildfire event, devastating directly related local businesses and negatively impacting economic recovery.

The economic and financial impacts of a wildfire event on local government will depend on the scale of the event, what is damaged, costs of repair or replacement, lost business days in impacted areas, and how quickly repairs to critical components of the economy can be implemented. The level of preparedness and pre-event planning done by government,
businesses, and citizens will contribute to the overall economic and financial conditions in the aftermath of a wildfire event.

A summary assessment of wildfire hazard vulnerability and impacts to the community lifelines is presented in Table 21.

Table 21 Wildfire Vulnerability and Consequence Summary by Lifeline

<table>
<thead>
<tr>
<th>Wildfire</th>
<th>Vulnerability</th>
<th>Consequence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety and Security</td>
<td>Low Vulnerability</td>
<td>Moderate Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Food, Water, Sheltering</td>
<td>Moderate Vulnerability</td>
<td>Moderate Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Communications</td>
<td>Low Vulnerability</td>
<td>Significant Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Transportation</td>
<td>Low Vulnerability</td>
<td>Significant Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Health and Medical</td>
<td>Low Vulnerability</td>
<td>Moderate Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Hazardous Material (Mgmt)</td>
<td>Low Vulnerability</td>
<td>Moderate Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Energy (Power and Fuel)</td>
<td>Moderate Vulnerability</td>
<td>Moderate Impact to Lifeline/Services</td>
</tr>
</tbody>
</table>

Source: City of San Marcos OEM

viii. Wind Storms

Wind is the horizontal motion of the air past a given point, beginning with differences in air pressures. Pressure that is higher at one place than another sets up a force pushing from the high toward the low pressure; the greater the difference in pressures, the stronger the force. The distance between the area of high pressure and the area of low pressure also determines how fast the moving air is accelerated.

The entire extent of the City of San Marcos is exposed to some degree of wind hazard. Since wind can occur at any location, wind events could be experienced anywhere within the planning area. According to the NOAA Storm Events Database, there were 17 documented wind events listed for the City of San Marcos and 38 documented events listed for Hays County and its unincorporated jurisdictions from year 1974. While the NOAA Storm Events Database lists events since 1974 for the County, events were not documented per jurisdiction until 1994. Wind is measured by the Beaufort Wind Scale that relates wind speed to observed conditions on land and sea. According to the reported previous windstorm occurrences in the planning area, the maximum wind extent experienced was 70 knots (corresponding to Beaufort Wind Scale Classification: Hurricane). Based on 17 reported events in 22 years, the City of San Marcos can expect a wind event of up to 70 knots approximately once every year (on average) in the future.

City level data available from the Texas Department of Transportation's Crash Records Information System shows that between the years of 2010 and 2017, the City of San Marcos experienced two (2) crashes related to severe crosswind weather conditions. There were no reported injuries from these crash events.

Structures can be damaged by flying debris and impact from winds, damaging rooftops and causing other structural damage. Manufactured homes are especially vulnerable to damage that high winds can cause, to include destruction in the most extreme event conditions. Critical infrastructure, such as utility poles and street signals, could also be disrupted, impacting all
residents in the affected area. Debris on the roadway can also cause obstruction for emergency responders’ ability to provide services.

Significant wind events in San Marcos have caused structural damage in the past. According to verbal community testimony (which is integrated into impact and vulnerability as NOAA and NWS reported datasets are utilized for occurrence and extent analysis), there was a previous windstorm in 2011 that caused damage to the Police Department and airport. In addition, it was stated that there were several roofs blown off of community apartment complexes. Additionally, the vulnerability of critical facilities within the community are a concern for the continuity of services to the public. An additional concern is the small number of manufactured home communities and mobile home parks. These structures are more vulnerable to severe winds than a site-built home. These types of residences make up less than 10% of the homes in San Marcos.

There are many sites of critical facilities and infrastructure and non-critical public facilities that are located within the City (according to spatial HAZUS data and community submitted critical facility data) that are not retrofitted to mitigate damages from extreme wind events. Damages sustained by an extreme wind event to these facilities could hinder the ability to provide crucial services needed by the community. These facilities include:

- Hays County Dispatch,
- San Marcos Activity Center,
- Southside Community Center,
- San Marcos Fire Departments,
- San Marcos Police Department,
- Texas State University Police Department,
- Central Texas Medical Center,
- San Marcos City Hall,
- Hays County Health Department,
- and Hays County Government Center

Wind events have the potential to pose a significant risk to people and can create dangerous and difficult situations for public health and safety officials. Impacts to the planning area can include:

- Individuals exposed to the storm can be struck by flying debris, falling limbs, or downed trees, causing serious injury or death.
- Structures can be damaged or crushed by falling trees, which can result in physical harm to the occupants.
- Significant debris and downed trees can result in emergency response vehicles being unable to access areas of the community.
- Downed power lines may result in roadways being unsafe for use, which may prevent first responders from answering calls for assistance or rescue.
- During exceptionally heavy wind events, first responders may be prevented from responding to calls, as the winds may reach a speed in which their vehicles and equipment are unsafe to operate.
• Wind events may result in widespread power outages, increasing the risk to more vulnerable portions of the population who rely on power for health and/or life safety.
  • Extended power outages often result in an increase in structure fires and carbon monoxide poisoning, as individuals attempt to cook or heat their homes with alternate, unsafe cooking or heating devices, such as grills.
• First responders are exposed to downed power lines, unstable and unusual debris, hazardous materials, and generally unsafe conditions.
• Emergency operations and services may be significantly impacted due to damaged facilities and/or loss of communications.
• Critical staff may be unable to report for duty, limiting response capabilities.
• City or county departments may be damaged, delaying response and recovery efforts for the entire community.
• Private sector entities that the City and its residents rely on, such as utility providers, financial institutions, and medical care providers may not be fully operational and may require assistance from neighboring communities until full services can be restored.
• Economic disruption negatively impacts the programs and services provided by the community due to short- and long-term loss in revenue.
• Some businesses not directly damaged by wind events may be negatively impacted while roads are cleared and utilities are being restored, further slowing economic recovery.
• Older structures built to less stringent building codes may suffer greater damage as they are typically more vulnerable to high winds.
• Large scale wind events can have significant economic impact on the affected area, as it must now fund expenses such as infrastructure repair and restoration, temporary services and facilities, overtime pay for responders, as well as normal day-to-day operating expenses.
• Businesses that are more reliant on utility infrastructure than others may suffer greater damages without a backup power source.

The economic and financial impacts of high winds on the area will depend entirely on the scale of the event, what is damaged, and how quickly repairs to critical components of the economy can be implemented. The level of preparedness and pre-event planning done by the community, local businesses, and citizens will also contribute to the overall economic and financial conditions in the aftermath of any wind event. A summary assessment of wind hazard vulnerability and impacts to the community lifelines is presented in Table 22.

Table 22 Wind Vulnerability and Consequence Summary by Lifeline

<table>
<thead>
<tr>
<th>Wind</th>
<th>Vulnerability</th>
<th>Consequence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety and Security</td>
<td>Low Vulnerability</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Food, Water, Sheltering</td>
<td>Moderate Vulnerability</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Communications</td>
<td>Low Vulnerability</td>
<td>Moderate Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Transportation</td>
<td>Low Vulnerability</td>
<td>Moderate Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Health and Medical</td>
<td>Low Vulnerability</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Hazardous Material (Mgmt)</td>
<td>Moderate Vulnerability</td>
<td>Moderate Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Energy (Power and Fuel)</td>
<td>Moderate Vulnerability</td>
<td>Significant Impact to Lifeline/Services</td>
</tr>
</tbody>
</table>

Source: City of San Marcos OEM
ix. Lightning

Lightning is a discharge of electrical energy resulting from the buildup of positive and negative charges within a thunderstorm, creating a “bolt” when the buildup of charges becomes strong enough. This flash of light usually occurs within the clouds or between the clouds and the ground. A bolt of lightning can reach temperatures approaching 50,000 degrees Fahrenheit. Lightning rapidly heats the sky as it flashes but the surrounding air cools following the bolt. This rapid heating and cooling of the surrounding air causes the thunder which often accompanies lightning strikes. While most often affiliated with severe thunderstorms, lightning often strikes outside of heavy rain and might occur as far as 10 miles away from any rainfall.

According to Federal Emergency Management Agency (FEMA), an average 300 people are injured and 80 people are killed in the United States each year by lightning. Direct lightning strikes also have the ability to cause significant damage to buildings, critical facilities, and infrastructure. Lightning is also responsible for igniting wildfires that can result in widespread damages to property before firefighters have the ability to contain and suppress the resultant fire.

Based on historical records, the U.S. National Lightning Detection Network, and input from the planning team, the probability of occurrence for future lightning events in the City of San Marcos planning area is considered highly likely. NOAA’s Severe Weather Data Inventory (SWDI) provides the ability to search through National Climatic Data Center (NCDC) archives for data on a county level. SWDI provided historical lightning counts for Hays County from 1986 through 2013. These counts are archived per day. Over the time period, there were 1,667 days with at least one lightning strike in the County (National Climatic Data Center, 2017). Based on the 10,007 days of data presented in the reporting period from 1986 to 2013, there were 1,667 days with at least one lightning event within the County (16.6% of the total days). Those event days resulted in an average of 105 strikes per day with a maximum strike of count of 3,076 in one day.

The planning area can expect a lightning event once every six (6) days in the future with up to a maximum of 3,076 strikes in one day. Since these events can happen anywhere throughout the HMP update area, the entire planning area’s probability is assumed to be similar to the surrounding County area. Given this estimated frequency of occurrence, it can be expected that future lightning events will continue to threaten life and cause minor property damages throughout the planning area.

Lightning events have the potential to pose a significant risk to people and can create dangerous and difficult situations for public health and safety officials. Impacts to the planning area can include:

- The City of San Marcos includes 1,700 acres of total park space. Lightning events could impact recreational activities, placing residents and visitors in imminent danger, potentially requiring emergency services or park evacuation.
- Individuals exposed to the storm can be directly struck, posing significant health risks and potential death.
- Structures can be damaged or crushed by falling trees damaged by lightning, which can result in physical harm to the occupants.
- Lightning strikes can result in widespread power outages, increasing the risk to more
vulnerable portions of the population who rely on power for health and/or life safety.

- Extended power outages often result in an increase in structure fires and carbon monoxide poisoning, as individuals attempt to cook or heat their homes with alternate, unsafe cooking or heating devices, such as grills.
- Lightning strikes can be associated with structure fires and wildfires, creating additional risk to residents and first responders.
- Emergency operations and services may be significantly impacted due to power outages and/or loss of communications.
- City departments may be damaged, delaying response and recovery efforts for the entire community.
- Economic disruption due to power outages and fires negatively impacts the programs and services provided by the community due to short and long-term loss in revenue.
- Some businesses not directly damaged by lightning events may be negatively impacted while utilities are being restored, further slowing economic recovery.
- Businesses that are more reliant on utility infrastructure than others may suffer greater damages without a backup power source.

The economic and financial impacts of lightning on the area will depend entirely on the scale of the event, what is damaged, and how quickly repairs to critical components of the economy can be implemented. The level of preparedness and pre-event planning done by the community, local businesses, and citizens will also contribute to the overall economic and financial conditions in the aftermath of any lightning event. A summary assessment of lightning hazard vulnerability and impacts to the community lifelines is presented in Table 23.

Table 23 Lightning Vulnerability and Consequence Summary by Lifeline

<table>
<thead>
<tr>
<th>Lightning</th>
<th>Vulnerability</th>
<th>Consequence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety and Security</td>
<td>Moderate</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Food, Water, Sheltering</td>
<td>Moderate</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Communications</td>
<td>Moderate</td>
<td>Moderate Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Transportation</td>
<td>Low</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Health and Medical</td>
<td>Moderate</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Hazardous Material (Mgmt)</td>
<td>Moderate</td>
<td>Moderate Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Energy (Power and Fuel)</td>
<td>High</td>
<td>Moderate Impact to Lifeline/Services</td>
</tr>
</tbody>
</table>

Source: City of San Marcos OEM

Hail Storms

Hailstorm events are a potentially damaging outgrowth of severe thunderstorms. During the developmental stages of a hailstorm, ice crystals form within a low-pressure front due to the rapid rising of warm air into the upper atmosphere, and the subsequent cooling of the air mass. Frozen droplets gradually accumulate into ice crystals until they fall as frozen masses of round or irregularly shaped ice typically greater than 0.75 inches in diameter. The size of hailstones is a direct result of the size and severity of the storm. High velocity updraft winds are required to keep hail in suspension in thunderclouds. The strength of the updraft is a by-product of heating on the Earth’s surface.
Higher temperature gradients above Earth’s surface result in increased suspension time and hailstone size. The National Weather Service (NWS) classifies a storm as “severe” if there is hail 3/4 of an inch in diameter (approximately the size of a penny) or greater, based on radar intensity or as seen by observers. The intensity category of a hailstorm depends on hail size and the potential damage it could cause, as depicted in the TORRO Hailstorm Intensity Scale in Table 24.

The entire extent of the City of San Marcos is exposed to some degree of hail hazard. Since hail can occur at any location, hail events could be experienced anywhere within the planning area. According to the NOAA Storm Events Database, there were 23 documented hail events listed for the City of San Marcos and 57 documented events listed for Hays County and its unincorporated jurisdictions from year 1967. While the NOAA Storm Events Database lists events since 1967 for the County, events were not documented per jurisdiction since the year 1993.

The Tornado and Storm Research Organization (TORRO) created a hail extent index to measure hail called the Hailstorm Intensity Scale. According to the reported previous hail occurrences in the planning area, the maximum hail extent experienced was up to 4.5 in., or 114.30 mm. in diameter. This size corresponds to a TORRO Hailstorm Intensity Scale classification of “Super Hailstorm.”

**Table 24 TORRO Hailstorm Intensity Scale**

<table>
<thead>
<tr>
<th>Size Code</th>
<th>Intensity Category</th>
<th>Size (Diameter Inches)</th>
<th>Descriptive Term</th>
<th>Typical Damage</th>
</tr>
</thead>
<tbody>
<tr>
<td>H0</td>
<td>Hard Hail</td>
<td>Up to 0.33</td>
<td>Pea</td>
<td>No damage</td>
</tr>
<tr>
<td>H1</td>
<td>Potentially Damaging</td>
<td>0.33 – 0.60</td>
<td>Marble</td>
<td>Slight damage to plants and crops</td>
</tr>
<tr>
<td>H2</td>
<td>Potentially Damaging</td>
<td>0.60 – 0.80</td>
<td>Dime</td>
<td>Significant damage to plants and crops</td>
</tr>
<tr>
<td>H3</td>
<td>Severe</td>
<td>0.80 – 1.20</td>
<td>Nickel</td>
<td>Severe damage to plants and crops</td>
</tr>
<tr>
<td>H4</td>
<td>Severe</td>
<td>1.2 – 1.6</td>
<td>Quarter</td>
<td>Widespread glass and auto damage</td>
</tr>
<tr>
<td>H5</td>
<td>Destructive</td>
<td>1.6 – 2.0</td>
<td>Half Dollar</td>
<td>Widespread destruction of glass, roofs, and risk of injuries</td>
</tr>
<tr>
<td>H6</td>
<td>Destructive</td>
<td>2.0 – 2.4</td>
<td>Ping Pong Ball</td>
<td>Aircraft bodywork dented and brick walls pitted</td>
</tr>
<tr>
<td>H7</td>
<td>Very Destructive</td>
<td>2.4 – 3.0</td>
<td>Golf Ball</td>
<td>Severe roof damage and risk of serious injuries</td>
</tr>
<tr>
<td>H8</td>
<td>Very Destructive</td>
<td>3.0 – 3.5</td>
<td>Hen Egg</td>
<td>Severe damage to all structures</td>
</tr>
<tr>
<td>H9</td>
<td>Super Hailstorms</td>
<td>3.5 – 4.0</td>
<td>Tennis Ball</td>
<td>Extensive structural damage, could cause fatal injuries</td>
</tr>
<tr>
<td>H10</td>
<td>Super Hailstorms</td>
<td>4.0 +</td>
<td>Baseball</td>
<td>Extensive structural damage, could cause fatal injuries</td>
</tr>
</tbody>
</table>

*Source: Hays County Hazard Mitigation Plan Update 2017*
Table 25 TORRO Hailstorm Diameter Index

<table>
<thead>
<tr>
<th>Size Code</th>
<th>Maximum Diameter (mm)</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>5-9</td>
<td>Pea</td>
</tr>
<tr>
<td>1</td>
<td>10-15</td>
<td>Mothball</td>
</tr>
<tr>
<td>2</td>
<td>16-20</td>
<td>Marble, grape</td>
</tr>
<tr>
<td>3</td>
<td>21-30</td>
<td>Walnut</td>
</tr>
<tr>
<td>4</td>
<td>31-40</td>
<td>Pigeon’s egg &gt; squash ball</td>
</tr>
<tr>
<td>5</td>
<td>41-50</td>
<td>Golf ball &gt; Pullet’s egg</td>
</tr>
<tr>
<td>6</td>
<td>51-60</td>
<td>Hen’s egg</td>
</tr>
<tr>
<td>7</td>
<td>61-75</td>
<td>Tennis ball &gt; cricket ball</td>
</tr>
<tr>
<td>8</td>
<td>76-90</td>
<td>Large orange &gt; Soft ball</td>
</tr>
<tr>
<td>9</td>
<td>91-100</td>
<td>Grapefruit</td>
</tr>
<tr>
<td>10</td>
<td>&gt;100</td>
<td>Melon</td>
</tr>
</tbody>
</table>

Source: Hays County Hazard Mitigation Plan Update 2017

Based on 23 reported events in 23 years, the City of San Marcos can expect a hail event approximately once every year (on average) in the future, with hail up to 4.5 in., or 114.30 mm. in diameter, corresponding to a TORRO Hailstorm Intensity Scale classification of “Super Hailstorm.”

Hail events in the area have been reported to cause up to $100,000,000 in property damages and $500,000 in crop damages according to NOAA reports for the City. Additional potential impacts can be determined based on the maximum hail extent experienced (114.30 mm).

Data provided by NOAA lists the highest diameter of hail to be 4.5”, however community testimony indicates that the hailstorm of 2003 actually produced 6” diameter hail. (For the purposes of consistency with analysis data sources, NOAA/NWS datasets were used to determine extent and probability for all communities, while verbal community testimony was integrated into impact and vulnerability). The damage experienced during this storm made 6” holes in windshields and caused significant damage to the roof at the City shopping mall. There is a variety of roof types for the public facilities in San Marcos, to include composition, built-up, and metal roofs. The City of San Marcos is the Hays County Seat and many critical facilities are located within the City. These have varying levels of vulnerability to hail.

Hail events have the potential to pose a significant risk to people and can create dangerous situations. Impacts to the planning area can include:

- Hail may create hazardous road conditions during and immediately following an event, delaying first responders from providing for or preserving public health and safety.
- Individuals and first responders who are exposed to the storm may be struck by hail, falling branches, or downed trees resulting in injuries or possible fatalities.
- Residential structures can be damaged by falling trees, which can result in physical harm to occupants.
- Large hail events will likely cause extensive roof damage to residential structures along with siding damage and broken windows, creating a spike in insurance claims and a rise in premiums.
• Automobile damage may be extensive depending on the size of the hail and length of the storm.
• Hail events can result in power outages over widespread areas, increasing the risk to more vulnerable portions of the population who rely on power for health and/or life safety.
• Extended power outages can result in an increase in structure fires and/or carbon monoxide poisoning, as individuals attempt to cook or heat their home with alternate, unsafe cooking or heating devices, such as grills.
• First responders are exposed to downed power lines, damaged structures, hazardous spills, and debris that often accompany hail events, elevating the risk of injury to first responders and potentially diminishing emergency response capabilities.
• Downed power lines and large debris, such as downed trees, can result in the inability of emergency response vehicles to access areas of the community.
• Hazardous road conditions may prevent critical staff from reporting for duty, limiting response capabilities.
• Economic disruption negatively impacts the programs and services provided by the community due to short- and long-term loss in revenue.
• Some businesses not directly damaged by the hail event may be negatively impacted while roads are cleared and utilities are being restored, further slowing economic recovery.
• Businesses that are more reliant on utility infrastructure than others may suffer greater damages without a backup power source.
• Hazardous road conditions will likely lead to increases in automobile accidents, further straining emergency response capabilities.
• Depending on the severity and scale of damage caused by large hail events, damage to power transmission and distribution infrastructure can require days or weeks to repair.
• Hail events may injure or kill wildlife.
• A large hail event could impact the accessibility of recreational areas and parks due to extended power outages or debris clogged access roads.

The economic and financial impacts of hail will depend entirely on the scale of the event, what is damaged, and how quickly repairs to critical components of the economy can be implemented. The level of preparedness and pre-event planning conducted by the community, local businesses, and citizens will contribute to the overall economic and financial conditions in the aftermath of any hail event. A summary assessment of hail hazard vulnerability and impacts to the community lifelines is presented in Table 26.

Table 26 Hail Vulnerability and Consequence Summary by Lifeline

<table>
<thead>
<tr>
<th>Hail</th>
<th>Vulnerability</th>
<th>Consequence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety and Security</td>
<td>Moderate Vulnerability</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Food, Water, Sheltering</td>
<td>Moderate Vulnerability</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Communications</td>
<td>Moderate Vulnerability</td>
<td>Moderate Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Transportation</td>
<td>Low Vulnerability</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Health and Medical</td>
<td>Moderate Vulnerability</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Hazardous Material (Mgmt)</td>
<td>Moderate Vulnerability</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Energy (Power and Fuel)</td>
<td>Moderate Vulnerability</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
</tbody>
</table>

Source: City of San Marcos OEM
xi. Expansive Soils

Expansive soils are soils and soft rocks with a relatively high percentage of clay minerals that are subject to changes in volume as they swell and shrink with changing moisture conditions. Drought conditions can cause soils to contract in response to a loss of soil moisture.

Expansive soils contain minerals such as smectite clays that are capable of absorbing water. When these clays absorb water, they increase in volume and expand. Expansions in soil of 10 percent or more are not uncommon in the City of Houston planning area. The change in soil volume and resulting expansion can exert enough force on a building or other structure to cause damage.

Expansive soils will also lose volume and shrink when they dry. A reduction in soil volume can affect the support to buildings or other structures and result in damage. Fissures in the soil can also develop and facilitate the deep penetration of water when moist conditions or runoff occurs. This produces a cycle of shrinkage and swelling that places repetitive stress on structures.

The amount and depth of potential swelling that can occur in a clay material are, to some extent, functions of the cyclical moisture content in the soil. In drier climates where the moisture content in the soil near the ground surface is low because of evaporation, there is a greater potential for extensive swelling than in the same soil in wetter climates where the variations of moisture content are not as severe. Volume changes in highly expansive soils range between 7 and 10 percent, however under abnormal conditions, they can reach as high as 25 percent.

Homeowners and public agencies that assume they cannot afford preventative measures such as costlier foundations and floor systems, often incur the largest percentage of damage and costly repairs from expanding soil. According to the USGS Expansive Soils Regions, small sections of the western side of the City have less than 50% of the area underlain with soils with clayey textures that have high shrink-swell properties whereas the rest of the planning area has over 50% of the area underlain with soils with abundant clays with high swelling potential, and is the area with the highest magnitude of expansive soil potential within the City.

Foundation issues for slab buildings and road base pads for mobile homes offer the most visible impacts to infrastructure and structures. Undocumented reports of small cracks to foundations and terrain could possibly be attributed to the presence of expansive soils. Deeper and longer cracks, and possible structural shifting could occur with natural conditions that increase soil swelling. There was no documentation of past site-specific events for structural damage due to expansive soils from local, State, or national datasets found.

Expansive soils cannot be documented as a time-specific event, except when they lead to structural and infrastructure damage. There are no specific damage reports or historical records of events in the City, however future events can occur.

Areas within San Marcos that are experiencing higher amounts of development on previously undeveloped land may find a higher impact as this will offer increased opportunity for structural foundation damage in areas with high clay content. Expansion of jurisdictional boundaries and the development of more land between Austin, San Antonio, and San Marcos can lead to exposure to previously unnoticed areas of expansive soil. The lack of current problems from this hazard in the community leads to a lessened concern for the issue. Should parts of the community with higher concentrations of clay in the soil begin to experience subdivision
development, there may be a heightened amount of vulnerability for residential structures within San Marcos.

A summary assessment of expansive soils hazard vulnerability and impacts to the community lifelines is presented in Table 27.

**Table 27 Expansive Soils Vulnerability and Consequence Summary by Lifeline**

<table>
<thead>
<tr>
<th>Expansive Soils</th>
<th>Vulnerability</th>
<th>Consequence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety and Security</td>
<td>Low Vulnerability</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Food, Water, Sheltering</td>
<td>Moderate Vulnerability</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Communications</td>
<td>Low Vulnerability</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Transportation</td>
<td>Moderate Vulnerability</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Health and Medical</td>
<td>Moderate Vulnerability</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Hazardous Material (Mgmt)</td>
<td>Low Vulnerability</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Energy (Power and Fuel)</td>
<td>Low Vulnerability</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
</tbody>
</table>

*Source: City of San Marcos OEM*

xii. **Earthquakes**

Locations within proximity to fault lines are typically the areas most at risk for earthquakes. Figure 7 shows USGS documented fault lines and the locations of earthquakes from 1847 to 2015 in relation to the City of San Marcos. According to USGS 1847-2015 data, there have been no documented earthquake events for the City of San Marcos, as illustrated in Figure 7.
Figure 7 Earthquake Fault lines and Earthquake Locations in San Marcos, TX

Earthquakes are measured by Peak Ground Acceleration (PGA). The HAZUS Max PGA for the planning area is 1.56% (see Earthquakes: Impact Section for a description of the HAZUS Analysis). This corresponds to the Modified Mercalli Scale Category IV, with light perceived shaking and no potential structure damage. HAZUS measures PGA on a census tract level. Cities within more than one (1) census tract were assigned the highest PGA level to reflect the maximum possible extent. As there have been no recorded previous occurrences of earthquakes for the City of San Marcos and the PGA is less than 2% for the area, the probability of an earthquake in the City in the future is low (0 - 1 occurrences in the next 10 years, at up to a 500yr PGA of 1.56%).

While the probability of an earthquake in San Marcos is low, with no significant prior events on file, there are fault lines within the community that could cause impact if there were to be an increase in seismic activity in the area. There are 13 fault lines located within the jurisdiction according to USGS data. San Marcos could expect to be impacted with debris and possible interruptions if an event were to occur in this unlikely and unprecedented scenario. If an event were to incapacitate a roadway, emergency responders would be hindered from responding, thus leaving the residents who were affected at risk. The following thoroughfares are crossed by the USGS fault lines displayed on Figure 7: LBJ, RM 12, Craddock Avenue, Nevada Street, S. Stagecoach Trail, W. Sierra Circle, Camaro Way, and Lancaster Street.
Additionally, the following critical facilities and infrastructure and non-critical public facilities (according to HAZUS and community submitted critical facility data) are located within one (1) mile of a fault line within the community:

- Hays County Public Safety Answering Point (PSAP),
- Grande Communications,
- South Hays Fire Department,
- San Marcos Police Department (SMPD),
- Hays County Sheriff,
- Three (3) San Marcos Fire Department Locations,
- Primary EOC – SMPD,
- SMHCEMS Medics 5, 13, 11, and 12,
- San Marcos Treatment Center,
- Goodnight Middle School,
- Crockett Elementary,
- Hernandez Elementary,
- Miller Middle School,
- Travis Elementary,
- Blanco Vista Elementary,
- Mendez Elementary,
- San Marcos Adventist Junior Academy,
- San Marcos Center School,
- Public Safety Building/Jail,
- Hays County Government Center, and
- Two (2) Armed Forces Reserve Centers.

A summary assessment of wildfire hazard vulnerability and impacts to the community lifelines is presented in Table 28.

Table 28 Earthquake Vulnerability and Consequence Summary by Lifeline

<table>
<thead>
<tr>
<th>Earthquake</th>
<th>Vulnerability</th>
<th>Consequence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety and Security</td>
<td>Low Vulnerability</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Food, Water, Sheltering</td>
<td>Low Vulnerability</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Communications</td>
<td>Low Vulnerability</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Transportation</td>
<td>Low Vulnerability</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Health and Medical</td>
<td>Low Vulnerability</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Hazardous Material (Mgmt)</td>
<td>Low Vulnerability</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Energy (Power and Fuel)</td>
<td>Low Vulnerability</td>
<td>Low Impact to Lifeline/Services</td>
</tr>
</tbody>
</table>

Source: City of San Marcos OEM
xiii. Hurricanes/Tropical Storms

Due to the regional nature of a hurricane or tropical storm event, the entire extent of the City of San Marcos is equally exposed to a hurricane or tropical storm. Figure 8 illustrates the location of the planning area with historical hurricane and tropical storm paths documented by NOAA’s Hurricane Tracker from 1850 to 2011.

Figure 8 Historical Hurricane/Tropical Storm Paths, City of San Marcos

Source: City of San Marcos Hazard Mitigation Plan Update 2017

The following events are listed based on NOAA Storm Events Database for Tropical Storm Hermine and NOAA Hurricane Tracker for all other events, also shown in Figure 9. By the time most hurricanes reach the County, they are tropical storms, depressions or thunderstorms. Because hurricane and tropical storm events occur on a regional scale, all events listed for Hays County have been included, as they would impact the City of San Marcos.

July 13 to July 22, 1909 – An unnamed storm made landfall near Freeport, as a Category 3 Hurricane. This storm impacted Hays County and participating communities as a tropical depression with wind speeds up to 30 knots. No significant damages, injuries, or fatalities were reported for the City.
June 22 to June 26, 1968 – Tropical Storm Candy made landfall near Port Aransas. This storm impacted Hays County and participating communities as a tropical storm with wind speeds slowing to 30 knots as a tropical depression just after leaving the County. No significant damages, injuries, or fatalities were reported for the planning area.

September 1 to September 7, 1973 – Tropical Storm Delia made landfall near the border of Brazoria and Matagorda Counties. This storm impacted Hays County and participating communities as a tropical storm with wind speeds slowing to 30 knots as a tropical depression just after leaving the County. No significant damages, injuries, or fatalities were reported for the jurisdiction.

September 6 to September 8, 2010 – According to the NOAA Storm Events Database, Tropical Storm Hermine made landfall near the Texas/Mexico border on the night of September 6. South Central Texas was hit very hard with widespread rains of 8 to 12 inches across much of the IH-35 corridor from Austin down to San Antonio.

Figure 9 Historical Hurricane Tracks near San Marcos, TX

Source: https://coast.noaa.gov/hurricanes/

The Saffir-Simpson Scale measures pressure, wind speed, and storm surge in five (5) categories. According to the reported previous hurricane occurrences in the jurisdiction, the maximum hurricane extent experienced was categorized as a tropical storm.

Based on four (4) reported events in 107 years, a hurricane or tropical storm event occurs approximately every 27 years on average in Hays County. Since hurricane and tropical storm events can happen anywhere throughout the HMP update area, the City of San Marcos’ future probability is assumed to be similar to the surrounding County areas. In the future, the City can expect an event approximately once every 27 years on average, of up to a magnitude of a tropical storm at a 100-yr Max Wind Speed of 78 mph based on historical extents and HAZUS analysis. A Probabilistic 100-year Return Period HAZUS-MH 3.2 analysis was run for the City of San Marcos. The following describes the results of this analysis.
General Building Stock Damage

The total property damage losses were estimated at $2,251,079. The majority of damage can be expected to impact residential areas (98%). The remaining damages (2%) are for commercial, industrial, agricultural and religious buildings. While some building damage is experienced, it is estimated that no buildings will be completely destroyed or experience severe damage. Exposed Value is the total building and content values for structures within the community. Loss values are divided separately for building and content loss in dollars.

Debris Generation

The model estimates that a total of 350 tons of debris will be generated. Of the total amount, brick/wood comprises 100% of the total. If the building debris tonnage is converted to an estimated number of truckloads, it will require 14 truckloads (with 1 to 25 tons per truck) to remove the building debris generated by the hurricane.

Similar to the impacts of windstorms, hailstorms, and lightning, San Marcos can expect to be impacted with debris and possible interruptions of critical infrastructure if the event is a stronger magnitude than those previously experienced by the City. In addition, the community’s proximity to IH-35 could lead to traffic delays caused by major evacuation efforts if the highway is used as an evacuation route for coastal residents.

Hurricane events have the potential to pose a significant risk to people and can create dangerous and difficult situations for public health and safety officials. In addition to aforementioned effects of widespread flooding previously described, impacts of hurricanes to the community can include:

- Individuals exposed to the storm may be struck by flying debris, falling limbs, or downed trees causing serious injury or death.
- Structures can be damaged or crushed by falling trees, which can result in physical harm to the occupants.
- Driving conditions may be dangerous during a hurricane event, especially over elevated bridges, increasing the risk of injury and accidents during evacuations if not timed properly.
- Emergency evacuations may be necessary prior to a hurricane making landfall, requiring emergency responders, evacuation routing, and temporary shelters.
- Significant debris and downed trees can result in emergency response vehicles being unable to access areas of the community.
- Downed power lines may result in roadways being unsafe for use, which may prevent first responders from answering calls for assistance or rescue.
- During hurricane landfall, first responders may be prevented from responding to calls as the winds may reach a speed in which their vehicles and equipment are unsafe to operate.
- Hurricane events often result in widespread power outages, increasing the risk to more vulnerable portions of the population who rely on power for health and/or life safety.
- Extended power outages can also result in an increase in structure fires and carbon monoxide poisoning as individuals attempt to cook or heat their homes with alternative,
unsafe cooking or heating devices, such as grills.

- First responders are exposed to downed power lines, unstable and unusual debris, hazardous materials, and generally unsafe conditions.
- Emergency operations and services may be significantly impacted due to damaged facilities and/or loss of communications.
- Critical staff may be unable to report for duty, limiting response capabilities.
- City or county departments may be damaged, delaying response and recovery efforts for the entire community.
- Private sector entities that the City and its residents rely on, such as financial institutions and medical care providers, may not be fully operational and may require assistance from neighboring communities until full services can be restored.
- Economic disruption negatively impacts the programs and services provided by the community due to short- and long-term loss in revenue.
- Some businesses not directly damaged by the hurricane may be negatively impacted while roads are cleared and utilities are being restored, further slowing economic recovery.
- Older structures built to less stringent building codes may suffer greater damage as they are typically more vulnerable to hurricane damage.
- Large scale hurricanes can have significant economic impact on the affected area, as it must now fund expenses such as infrastructure repair and restoration, temporary services and facilities, overtime pay for responders, as well as normal day-to-day operating expenses.
- Businesses that are more reliant on utility infrastructure than others may suffer greater damages without a backup power source.

The economic and financial impacts of a hurricane will depend entirely on the scale of the event, an inventory of damage, and how quickly repairs to critical components of the economy can be implemented. The level of preparedness and pre-event planning performed by the counties, communities, local businesses, and residents will also contribute to the overall economic and financial conditions in the aftermath of any hurricane event. A summary assessment of hurricane hazard vulnerability and impacts to the community lifelines is presented in Table 29.
Table 29 Hurricane Vulnerability and Consequence Summary by Lifeline

<table>
<thead>
<tr>
<th>Hurricane</th>
<th>Vulnerability</th>
<th>Consequence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety and Security</td>
<td>High Vulnerability</td>
<td>Significant Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Food, Water, Sheltering</td>
<td>High Vulnerability</td>
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</tr>
<tr>
<td>Communications</td>
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</tr>
<tr>
<td>Transportation</td>
<td>High Vulnerability</td>
<td>Significant Impact to Lifeline/Services</td>
</tr>
<tr>
<td>Health and Medical</td>
<td>Moderate Vulnerability</td>
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</tr>
<tr>
<td>Hazardous Material (Mgmt)</td>
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</tr>
<tr>
<td>Energy (Power and Fuel)</td>
<td>High Vulnerability</td>
<td>Significant Impact to Lifeline/Services</td>
</tr>
</tbody>
</table>

**d. Vulnerability Assessment**

According to the Centers for Disease Control and Prevention (CDC), “social vulnerability refers to a community’s capacity to prepare for and respond to the stress of hazardous events ranging from natural disasters, such as tornadoes or disease outbreaks, to human-caused threats such as toxic chemical spills.” The CDC’s Social Vulnerability Index uses 15 U.S. census variables at the tract level to help local officials identify communities that may need support in preparing for hazards; or recovering from disaster.\(^{10}\)” Social Vulnerability Index themes include socioeconomic status, household composition, language, and transportation/housing status. Figure 10 shows the Social Vulnerability Index themes for the City of San Marcos planning area, and Figure 11 presents the overall social vulnerability for the planning area.

**Figure 10 Social Vulnerability Themes in Hays County**

Source: Agency for Toxic Substances and Disease Registry, “CDC’s Social Vulnerability Index 2016 Hays County, Texas;” [https://svi.cdc.gov/prepared-county-maps.html](https://svi.cdc.gov/prepared-county-maps.html)
III. Use of Funds

a. Connection to Identified Risk

The most significant consideration in developing CDBG-MIT activities and the allocation of funds is the mitigation needs assessment. This assessment is based on the City of San Marcos / Hays County Hazard Mitigation Action Plan (the HMAP) and other data related to risk and recovery. Mitigation activities are also funded in context with threats to Community Lifelines. The mitigation needs assessment was completed to identify long-term risks and investment priorities for CDBG-MIT funding. The assessment may be amended as additional information become available or existing information is updated.

In review of the mitigation needs assessment, threats to Community Lifelines, and public feedback, funding is allocated for infrastructure programs to lessen the risk of flooding in buildings, with the ultimate goal of removing people and property from harm’s way. In addition, decreasing flooding will also improve mobility so services that enable the continuous operation
of critical business and government functions and that are critical to the protection of human health and safety would remain available and accessible. There is a need to improve the City’s infrastructure, particularly its drainage systems, to reduce flooding.

b. Allocations

The City of San Marcos allocates CDBG-MIT resources to fund the following programs: 1) Repetitive Loss Infrastructure, 2) Land Preservation, 3) Hazard Warning System, 4) Signs & Barricades, 5) Planning, and 6 Administration. Per requirements, at least 50 percent of CDBG-MIT funds will be spent to benefit low- and moderate- income (LMI) communities. The entire CDBG-MIT allocation will be used in HUD-identified most impacted and distressed (MID) area, as the City of San Marcos is entirely within a HUD-identified MID area. Table 30 provides a breakdown of the proposed budget of the CDBG-MIT funds. The Projection of Expenditures and Outcomes can be found in Appendix F.

Table 30 CDBG-MIT Budget Allocation

<table>
<thead>
<tr>
<th>Programs</th>
<th>Total Allocation</th>
<th>% of Total Allocation</th>
<th>LMI Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Repetitive Loss Infrastructure</td>
<td>$16,000,000</td>
<td>66.63%</td>
<td>$8,000,000</td>
</tr>
<tr>
<td>Land Preservation</td>
<td>$2,849,600</td>
<td>11.87%</td>
<td>$1,424,800</td>
</tr>
<tr>
<td>Hazard Warning System</td>
<td>$300,000</td>
<td>1.25%</td>
<td>$150,000</td>
</tr>
<tr>
<td>Signs &amp; Barricades</td>
<td>$60,000</td>
<td>0.25%</td>
<td>$30,000</td>
</tr>
<tr>
<td>Planning</td>
<td>$3,601,800</td>
<td>15.00%</td>
<td>N/A</td>
</tr>
<tr>
<td>Administration</td>
<td>$1,200,600</td>
<td>5.00%</td>
<td>N/A</td>
</tr>
<tr>
<td>Total</td>
<td><strong>$24,012,000</strong></td>
<td><strong>100.00%</strong></td>
<td><strong>$9,604,800</strong></td>
</tr>
</tbody>
</table>

Source: City of San Marcos Planning and Development Services and Engineering Departments

c. Low and Moderate-Income Priority

Although impacts from flooding and extreme weather events vary from one area of the community to the next, the relative disaster-related losses experienced in LMI communities is disproportionately high. The City of San Marcos is committed to leading an effort that is equitable and serving all residents, particularly the most vulnerable in LMI areas, which will be prioritized for CDBG-MIT activities. The requirement for CDBG-MIT funds is to expend at least 50 percent of CDBG-MIT on activities benefiting LMI persons, and the City expects to exceed this requirement.

The City of San Marcos will prioritize infrastructure projects funded with CDBG-MIT that address flooding in LMI neighborhoods. Decreasing flood risk in neighborhoods, especially LMI neighborhoods, will positively affect residents of the city, of all protected classes, and increase the ability of individuals and households to more quickly recover from future flood events. Decreasing flood risk will also reduce disruptions at a larger-scale, allowing residents to return to normalcy more quickly while reducing the negative social and economic consequences of flooding. Minimizing flooding in neighborhoods through mitigation infrastructure projects will also protect housing and make neighborhoods safer and more desirable places to live.
The City works in many ways to assist low- and moderate-income communities, including through its CDBG Division, where it provides homebuyer assistance, rehabilitation, and reconstruction assistance.

d. CDBG-MIT Activities

The following activities were developed to meet the requirements of the CDBG-MIT program, as well as other federal, state, and local requirements and regulations, to fund mitigation activities that protect against loss of life and property as efficiently and expeditiously as possible. The following activities address flooding though infrastructure improvements but do not include direct assistance to household beneficiaries. Households may be eligible for direct assistance though other funding sources including CDBG-DR and other entitlement programs through the City’s Planning and Development Services Department, CDBG Division.

i. Repetitive Loss Infrastructure

The Repetitive Loss Infrastructure program is a crucial component of a comprehensive, long-term recovery strategy to improve the City’s drainage systems and reduce the risk of potential future flooding in neighborhoods and homes. The purpose of this program is to reduce the number of homes damaged by floodwaters, thereby decreasing direct flooding impacts for San Marcos households. There will likely be many co-benefits to addressing flooding in homes through infrastructure improvements, which may include improved mobility, aesthetic improvements, recreational benefits, property value increases, and life cycle cost savings. This program will be administered by the City of San Marcos through the Engineering Department.

Allocation Amount: $16,000,000

Eligible Mitigation Activity

This program is an eligible mitigation activity under the infrastructure criteria, as defined in the CDBG-MIT requirements, and will improve the stormwater drainage system in San Marcos. This activity will alleviate capacity issues to address flood risks from future severe storms and hurricanes, as identified in the mitigation needs assessment.

Eligible Activities

Activities allowed under CDBG-MIT; HCDA Section 105(a)(1-5), 105(a)(7-9), and 105(a)(11), include but are not limited to:

- Acquisition or disposition of real property.
- Infrastructure improvements (such as water and sewer facilities, streets, provision of generators, removal of debris, bridges, etc.), including flood control and drainage repair and improvements through the construction or rehabilitation of stormwater management system.
- Natural or green infrastructure.
- Clearance, demolition, rehabilitation of publicly or privately-owned buildings, and code enforcement.
- Removal of materials and architectural barriers.
- Public service (such as job training and employment services, healthcare, child care, and crime prevention within the 15 percent cap).
• Buyouts or acquisition with or without relocation assistance, downpayment assistance, housing assistance, demolition or other activities designed to relocate families outside of floodplains.

Ineligible Activities

• Emergency response services.
• CDBG–MIT funds may not be used to enlarge a dam or levee beyond the original footprint of the structure that existed prior to the disaster event. However, CDBG–MIT funds can be used for levees and dams if used to:
  o Register and maintain entries regarding such structures with the USACE National Levee Database or National Inventory of Dams;
  o Ensure that the structure is admitted in the USACE PL 84–99 Rehabilitation Program (Rehabilitation Assistance for Non-Federal Flood Control Projects);
  o Ensure the structure is accredited under the FEMA NFIP;
  o Maintain file documentation demonstrating a risk assessment prior to funding the flood control structure and documentation that the investment includes risk reduction measures.
• Funds may not be used to assist a privately-owned utility for any purpose.
• Buildings and facilities used for the general conduct of government (e.g., city halls, courthouses, and emergency operation centers).
• By law, (codified in the HCD Act as a note to 105(a)), the amount of CDBG–MIT funds that may be contributed to a USACE project is $250,000 or less.

National Objectives

National objectives for this program will include at least one of the following: LMI, elimination of slum/blight, and/or urgent need.

Geographic Eligibility

At least fifty-percent of the funds spent on infrastructure projects under this program will be spent on projects located within the City of San Marcos, with others potentially spent on projects outside of the city limits, but on ones that will benefit San Marcos residents. More information about the location of specific projects will be available once these projects are selected for implementation.

Selection Criteria

Through its Capital Improvements Program (CIP), the City of San Marcos Engineering Department has a current list of unfunded drainage improvement projects. An analysis will be conducted to select projects that will maximize system capacity and have the greatest benefit on the health, safety, and overall welfare of residents. After the selection of potential projects, the City Council will approve the selection to be funded with CDBG-MIT funds. Projects will be identified by determining level of service and need and prioritized using the criteria below.

For CDBG-MIT funding, priority will be given to projects that:

• Benefit primarily LMI communities;
• Can be completed in a timely manner;
• Coordinate with other local and/or regional infrastructure efforts to ensure consistency, and promote community-level and/or regional post-disaster recovery and mitigation planning;
• Have co-benefits to meet goals set as a part the City’s comprehensive plan; and
• Include natural infrastructure or other low impact development methods.

Maximum Award Amount

No person, household or business will receive direct benefits through this program.

Timeline

The proposed program start date is one month after HUD’s approval of this Action Plan. The proposed end date is 12 years from the start date of the program.

ii. Land Preservation

The Land Preservation program is a crucial component of a comprehensive, long-term recovery strategy to ensure repetitive loss areas are mitigated by reducing the risk of potential future flooding in neighborhoods and homes or remove high risk areas from development potential. The purpose of this program is to acquire properties to reduce the damage by floodwaters, thereby decreasing direct flooding impacts for San Marcos households. There will likely be many co-benefits to land preservation, which may include reduced water quantity and improved water quality, mobility, aesthetic improvements, recreational benefits, property value increases, and life cycle cost savings. This program will be administered by the City of San Marcos through the Engineering Department.

Allocation Amount: $2,849,600

Eligible Mitigation Activity

This program is an eligible mitigation activity under the acquisition or disposition of real property criteria, as defined in the CDBG-MIT requirements, and will improve the stormwater drainage system in San Marcos. This activity will alleviate capacity issues to address flood risks from future severe storms and hurricanes, as identified in the mitigation needs assessment.

Eligible Activities

Activities allowed under CDBG-MIT; HCDA Section 105(a)(1-5), 105(a)(7-9), and 105(a)(11), include but are not limited to:

• Acquisition or disposition of real property.
• Infrastructure improvements (such as water and sewer facilities, streets, provision of generators, removal of debris, bridges, etc.), including flood control and drainage repair and improvements through the construction or rehabilitation of stormwater management system.
• Natural or green infrastructure.
• Clearance, demolition, rehabilitation of publicly or privately-owned buildings, and code enforcement.
• Removal of materials and architectural barriers.
• Public service (such as job training and employment services, healthcare, child care, and crime prevention within the 15 percent cap).
• Buyouts or acquisition with or without relocation assistance, downpayment assistance, housing assistance, demolition or other activities designed to relocate families outside of floodplains.

Ineligible Activities

• Emergency response services.
• CDBG–MIT funds may not be used to enlarge a dam or levee beyond the original footprint of the structure that existed prior to the disaster event. However, CDBG–MIT funds can be used for levees and dams if used to:
  o Register and maintain entries regarding such structures with the USACE National Levee Database or National Inventory of Dams;
  o Ensure that the structure is admitted in the USACE PL 84–99 Rehabilitation Program (Rehabilitation Assistance for Non-Federal Flood Control Projects);
  o Ensure the structure is accredited under the FEMA NFIP;
  o Maintain file documentation demonstrating a risk assessment prior to funding the flood control structure and documentation that the investment includes risk reduction measures.
• Funds may not be used to assist a privately-owned utility for any purpose.
• Buildings and facilities used for the general conduct of government (e.g., city halls, courthouses, and emergency operation centers).
• By law, (codified in the HCD Act as a note to 105(a)), the amount of CDBG–MIT funds that may be contributed to a USACE project is $250,000 or less.

National Objectives

National objectives for this program will include at least one of the following: LMI, elimination of slum/blight, and/or urgent need.

Geographic Eligibility

At least fifty-percent of the funds spent on the acquisition of real property will be spent on lands located within the City of San Marcos, with others potentially spent on lands outside of the city limits, but on ones that will benefit San Marcos residents. More information about the specific acquisition of lands will be available once these lands are identified for acquisition.

Selection Criteria

Through its Capital Improvements Program (CIP), the City of San Marcos Engineering Department has a current list of unfunded drainage improvement projects. An analysis will be conducted to select projects that will maximize system capacity and have the greatest benefit on the health, safety, and overall welfare of residents. After the selection of potential projects, the City Council will approve the selection to be funded with CDBG-MIT funds. Acquisitions will be prioritized using the criteria below.

For CDBG-MIT funding, priority will be given to projects that:

• Benefit primarily LMI communities;
• Can be acquired in a timely manner;
• Coordinate with other local and/or regional infrastructure efforts to ensure consistency, and promote community-level and/or regional post-disaster recovery and mitigation planning;
• Have co-benefits to meet goals set as a part the City’s comprehensive plan; and
• Include natural infrastructure or other low impact development methods.

**Maximum Award Amount**

No person, household or business will receive direct benefits through this program.

**Timeline**

The proposed program start date is one month after HUD’s approval of this Action Plan. The proposed end date is 12 years from the start date of the program.

### iii. Hazard Warning System

The Hazard Warning System program is a crucial component of a comprehensive, long-term recovery strategy to improve advanced warning of residents to reduce or eliminate the number of lives lost. This program will be administered by the City of San Marcos through the Office of Emergency Management.

**Allocation Amount:** $300,000

**Eligible Mitigation Activity**

This program is an eligible mitigation activity under the infrastructure criteria, as defined in the CDBG-MIT requirements, and will improve the warning system(s) in San Marcos.

**Eligible Activities**

Activities allowed under CDBG-MIT; HCDA Section 105(a)(1-5), 105(a)(7-9), and 105(a)(11), include but are not limited to:

• Acquisition or disposition of real property.
• Infrastructure improvements (such as water and sewer facilities, streets, provision of generators, removal of debris, bridges, etc.), including flood control and drainage repair and improvements through the construction or rehabilitation of stormwater management system.
• Natural or green infrastructure.
• Clearance, demolition, rehabilitation of publicly or privately-owned buildings, and code enforcement.
• Removal of materials and architectural barriers.
• Public service (such as job training and employment services, healthcare, child care, and crime prevention within the 15 percent cap).
• Buyouts or acquisition with or without relocation assistance, down payment assistance, housing assistance, demolition or other activities designed to relocate families outside of floodplains.

**Ineligible Activities**

• Emergency response services.
• CDBG–MIT funds may not be used to enlarge a dam or levee beyond the original footprint of the structure that existed prior to the disaster event. However, CDBG–MIT funds can be used for levees and dams if used to:
Register and maintain entries regarding such structures with the USACE National Levee Database or National Inventory of Dams;

Ensure that the structure is admitted in the USACE PL 84–99 Rehabilitation Program (Rehabilitation Assistance for Non-Federal Flood Control Projects);

Ensure the structure is accredited under the FEMA NFIP;

Maintain file documentation demonstrating a risk assessment prior to funding the flood control structure and documentation that the investment includes risk reduction measures.

- Funds may not be used to assist a privately-owned utility for any purpose.
- Buildings and facilities used for the general conduct of government (e.g., city halls, courthouses, and emergency operation centers).
- By law, (codified in the HCD Act as a note to 105(a)), the amount of CDBG–MIT funds that may be contributed to a USACE project is $250,000 or less.

National Objectives

National objectives for this program will include at least one of the following: LMI and/or urgent need.

Geographic Eligibility

At least fifty-percent of the funds spent on projects under this program will be spent on projects located within the City of San Marcos, with others potentially spent on projects outside of the city limits, but on ones that will benefit San Marcos residents. More information about the location of specific projects will be available once these projects are selected for implementation.

Selection Criteria

Through its HMAP, the City of San Marcos Office of Emergency Management has a current list of warning system projects. An analysis will be conducted to select projects that will maximize system capacity and have the greatest benefit on the health, safety, and overall welfare of residents. After the selection of potential projects, the City Council will approve the selection to be funded with CDBG-MIT funds. Projects will be prioritized using the criteria below.

For CDBG-MIT funding, priority will be given to projects that:

- Benefit primarily LMI communities;
- Can be completed in a timely manner;
- Coordinate with other local and/or regional warning system efforts to ensure consistency; and
- Have co-benefits to meet goals set as a part the City’s comprehensive plan.

Maximum Award Amount

No person, household or business will receive direct benefits through this program.

Timeline

The proposed program start date is one month after HUD’s approval of this Action Plan. The proposed end date is 12 years from the start date of the program.
iv. Signs and Barricades

The Signs and Barricades program is a crucial component of a comprehensive, long-term recovery strategy to improve advanced warning to residents to reduce or eliminate the number of lives lost. This program will be administered by the City of San Marcos through the Engineering Department.

**Allocation Amount:** $60,000

**Eligible Mitigation Activity**

This program is an eligible mitigation activity under the infrastructure criteria, as defined in the CDBG-MIT requirements, and will improve the warning system(s) in San Marcos.

**Eligible Activities**

Activities allowed under CDBG-MIT; HCDA Section 105(a)(1-5), 105(a)(7-9), and 105(a)(11), include but are not limited to:

- Acquisition or disposition of real property.
- Infrastructure improvements (such as water and sewer facilities, streets, provision of generators, removal of debris, bridges, etc.), including flood control and drainage repair and improvements through the construction or rehabilitation of stormwater management system.
- Natural or green infrastructure.
- Clearance, demolition, rehabilitation of publicly or privately-owned buildings, and code enforcement.
- Removal of materials and architectural barriers.
- Public service (such as job training and employment services, healthcare, child care, and crime prevention within the 15 percent cap).
- Buyouts or acquisition with or without relocation assistance, downpayment assistance, housing assistance, demolition or other activities designed to relocate families outside of floodplains.

**Ineligible Activities**

- Emergency response services.
- CDBG–MIT funds may not be used to enlarge a dam or levee beyond the original footprint of the structure that existed prior to the disaster event. However, CDBG–MIT funds can be used for levees and dams if used to:
  - Register and maintain entries regarding such structures with the USACE National Levee Database or National Inventory of Dams;
  - Ensure that the structure is admitted in the USACE PL 84–99 Rehabilitation Program (Rehabilitation Assistance for Non-Federal Flood Control Projects);
  - Ensure the structure is accredited under the FEMA NFIP;
  - Maintain file documentation demonstrating a risk assessment prior to funding the flood control structure and documentation that the investment includes risk reduction measures.
- Funds may not be used to assist a privately-owned utility for any purpose.
• Buildings and facilities used for the general conduct of government (e.g., city halls, courthouses, and emergency operation centers).
• By law, (codified in the HCD Act as a note to 105(a)), the amount of CDBG–MIT funds that may be contributed to a USACE project is $250,000 or less.

National Objectives

National objectives for this program will include at least one of the following: LMI and/or urgent need.

Geographic Eligibility

At least fifty-percent of the funds spent on projects under this program will be spent on projects located within the City of San Marcos, with others potentially spent on projects outside of the city limits, but on ones that will benefit San Marcos residents. More information about the location of specific projects will be available once these projects are selected for implementation.

Selection Criteria

Through its Capital Improvements Program (CIP), the City of San Marcos Engineering Department has a current list of unfunded projects. An analysis will be conducted to select projects that will have the greatest benefit on the health, safety, and overall welfare of residents. After the selection of potential projects, the City Council will approve the selection to be funded with CDBG-MIT funds. Projects will be prioritized using the criteria below.

For CDBG-MIT funding, priority will be given to projects that:

• Benefit primarily LMI communities;
• Can be completed in a timely manner;
• Coordinate with other local and/or regional warning system efforts to ensure consistency; and
• Have co-benefits to meet goals set as a part the City’s comprehensive plan.

Maximum Award Amount

No person, household or business will receive direct benefits through this program.

Timeline

The proposed program start date is one month after HUD’s approval of this Action Plan. The proposed end date is 12 years from the start date of the program.

Planning

The City’s planning costs will not exceed 15-percent of the total CDBG-MIT allocation. These costs are necessary for the planning activities to identify and further mitigation efforts for the city. These costs may include, but not be limited to the evacuation and comprehensive planning efforts.

Allocation Amount: $3,601,800

Eligible Activities
Planning Activities, as defined at 24 CFR 570.205 and 570.206 and any applicable waivers or alternative requirements.

**National Objectives**

National objectives are not applicable to planning activity funds.

**Geographic Eligibility**

City of San Marcos

**Maximum Award Amount**

No person, household or business will receive direct benefits through this program.

**Timeline**

The proposed program start date is one month after HUD’s approval of this Action Plan. The proposed end date is 12 years from the start date of the program.

**vi. Administration**

The City’s administrative costs will not exceed five percent of the total CDBG-MIT allocation. These costs are necessary for the general administration of the CDBG-MIT program and may include, but not be limited to the City’s staff time, or the time of its subrecipients or contractors, to: administer and manage mitigation activities; perform compliance, monitoring, and reporting of the activities; and utilize funds for other costs specified as eligible administrative expenses in 24.206.

**Allocation Amount:** $1,200,600

**Eligible Activities**

Administration Costs, as defined at 24 CFR 570.205 and 570.206 and any applicable waivers or alternative requirements.

**National Objectives**

National objectives are not applicable to administrative funds.

**Geographic Eligibility**

City of San Marcos

**Maximum Award Amount**

No person, household or business will receive direct benefits through this program.

**Timeline**

The proposed program start date is one month after HUD’s approval of this Action Plan. The proposed end date is 12 years from the start date of the program.
IV. General Requirements

a. Certification of Controls, Processes, and Procedures
As directed by HUD, the City certified and submitted the following to HUD by January 31, 2020.

- Proficient financial controls and procurement processes
- Adequate procedures to prevent any duplication of benefits
- Processes to ensure timely expenditure of funds
- Ability to maintain comprehensive websites regarding all disaster recovery activities assisted with CDBG-MIT funds
- Adequate measure to detect and prevent waste, fraud, and abuse of funds

b. Implementation Plan and Capacity Assessment
As directed by HUD, the City submitted to HUD in conjunction with this Action Plan its Implementation Plan which outlines the following:

- Procedures to collect timely information on application status
- A capacity assessment
- Staffing plan
- Procedures ensuring internal interagency coordination
- Procedures to provide technical assistance
- Accountability procedures

c. Program Income
The City does not intend to implement any programs or activities that generate income as described in 24 CFR 570.489. However, if any CDBG-MIT activities generate income, the City will retain program income to fund additional CDBG-MIT activities or to fund the repair, operation, or maintenance of existing CDBG-MIT projects. The City will comply with all HUD requirements in 24 CFR 570.504, as well as the rules outlined in 84 FR 45838 and subsequent notices, including tracking program income in the DRGR system and using program income before drawing additional grant funds. Specifically, the City will adhere to the program income policies and procedures as stated in the City’s financial certifications.

d. Long-Term Planning Considerations
The City has historically experienced flooding, but the impacts of recent flood events have resulted in an extraordinary amount of damage, disruption, and lasting negative consequences long after flood waters subsided. In response, the City has been proactive in undertaking measures that address resilience and sustainability, as well as educating the public to minimize risk for communities and individuals.

Following over a year of public outreach and involvement, in 2013, the City adopted its comprehensive plan, Vision San Marcos: A River Runs Through Us. This plan has assisted the City in determining the suitability of land within and within the city’s extraterritorial jurisdiction. An environmental constraint map, known as the Land Use Suitability Map was created as a tool to identify areas within the planning area that are best suited to accommodate growth in an environmentally sensitive manner. Ten classes of variables were mapped and assigned a weight. Those classes included: Cultural Resources, Edwards Aquifer, Endangered and Threatened
Species, Floodplains, Priority Watersheds, Sensitive Feature Protection Zone, Slopes, Soils, Vegetation, and Water Quality Zone / Water Quality Buffer Zone. Over the next two years, the City anticipates updating its comprehensive plan, and resilience and sustainability will be a critical component to all areas of the plan.

In 2016, the City updated its Flood Damage Prevention Ordinance (Chapter 39 or the San Marcos Code of Ordinances). To accomplish the purpose of minimizing losses due to flood conditions, the ordinance uses the following methods:

- Restricts or prohibits uses that are dangerous to health, safety or property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- Requires that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage throughout their intended life span;
- Controls the alteration of natural floodplains, their protective barriers and stream channels, which help accommodate or channel floodwaters;
- Prevents the construction of barriers which will divert floodwaters and subject other lands to greater flood hazards; and
- Controls development which would cause greater erosion or potential flood damage such as grading, dredging, filling, and excavation.

In addition to the changes to the Flood Damage Prevention Ordinance, the City participated in a Regional Flood Protection Plan which provided baseline modeling for new Flood Insurance Rate Maps within the next year.

A Comprehensive Stormwater Master Plan for the City was approved in 2018. This document identified areas within the City that have experienced flooding “hot spots” and identified infrastructure solutions to address. These projects and costs are implemented through a 10-year Capital Improvement Plan and funded through the City’s stormwater utility. This master plan document is updated every five (5) years.

In 2019, NOAA issued new precipitation information for the state of Texas know as Atlas 14. The City of San Marcos is in process of adopting this information for use in floodplain management and development requirements. These new standards will be used for new development and in the implementation of City projects.

The City also participates in the FEMA Community Rating System which, through local regulations and outreach efforts, can reduce the cost of flood insurance in the community. The City throughout the year and through various departments provides outreach to the community to increase their flood awareness. This year the City’s Emergency Management Coordinator was recognized nationally for a series of “prep” rallies held at San Marcos CISD schools during the month of September to teach kids how to prepare themselves and their families for emergencies.

e. Coordination of Mitigation Projects and Leveraging Resources

The City will maximize the impact of CDBG-MIT funds by identifying and leveraging other federal and non-federal funding sources for activities. The City of San Marcos has studies underway with the US Army Corps of Engineers on updates to hydrologic models for the City’s watersheds to
reflect the new Atlas 14 values. Coordination with Hays County on regional flood warning will result in a single vendor system of rain and flood gauges for emergency management and public notification. CDBG-MIT projects will leverage city Capital Improvement Program funds, state revolving loan funds and other federal and private grant funds to enhance the benefits of planned projects. Leveraged funds for CDBG-MIT activities will be identified in the DRGR system. The City will utilize existing relationships and strive to create new partnerships with other federal, state, regional and local agencies, private corporations, foundations, nonprofits, and other stakeholders to leverage all viable sources of funding. The City Council and Office of City Manager ensure coordination of CDBG- MIT program activities with other City departments to advance long-term resilience. This coordination will help to generate better outcomes by enhancing the benefits of CDBG-MIT funded activities.

The City regularly coordinates with Hays County on hazard mitigation planning, long term flood resilience and project development. The City also participates in efforts led by the Guadalupe Blanco River Authority, U.S. Army Corps of Engineers and USDA-Natural Resources Conservation Service, including projects related to flood control dams, channelization projects and regional watershed assessments.

The City will continue to strengthen these and other regional relationships for long term solutions for flooding from the Blanco River, whose flood impacts extend far beyond San Marcos. The new State Flood Plan and loan program will also be investigated as a tool to implement measures to maximize flood reduction benefits to entire watersheds.

**f. Plans to Minimize Displacement**

Activities funded through the CDBG-MIT allocation will be designed to eliminate or minimize the occurrence of displacement of persons and/or entities. However, if any proposed projects cause the displacement, the City will ensure that the assistance and protections are afforded to persons or entities under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) of 1970, and Section 104(d) of the Housing and Community Development Act of 1974, and by implementing the regulations under 24 CFR Part 570.496(a), subject to any waivers or alternative requirements provided by HUD. Also, in the event any displacement occurs, the City will make reasonable accommodations for displaced persons with disabilities in accordance with guidance outlined in Chapter 3 of HUD’s Relocation Handbook (https://www.hud.gov/program_offices/administration/hudclips/handbooks/cpd/13780).

Given its priority to engage in voluntary acquisition and optional relocation activities to avoid repeated flood damage and improve floodplain management, the City accepts the HUD waiver of the Section 104(d) requirements, which assures uniform and equitable treatment by setting the URA and its implementation regulations, as the sole standard for relocation assistance under the Notice published at 84 FR 45838. Efforts to conduct voluntary buyouts for destroyed and extensively damaged buildings in a floodplain may not be subject to all provisions of the URA requirements.

**g. Natural Infrastructure**

The City of San Marcos has adopted regulations to encourage the use of green infrastructure and protect the natural function of floodplains from new development. These measures include but are not limited to:
• 20% impervious cover limitation in the Edwards Aquifer recharge zone to protect groundwater infiltration.
• Stream buffering requirements based upon the upstream watershed area to prevent development adjacent to waterways in order to maintain natural stream corridors and prevent the loss of natural floodplains.
• Water quality and detention requirements to maintain/mimic pre-development conditions.
• Stormwater Utility rates based upon impervious cover. Credit for the use of pervious materials.
• Tree protection ordinance and landscaping requirements with native plants.

Additionally, the City includes green infrastructure within City projects to reduce impervious cover, improve water and air quality and protect the environment. Examples include: rain gardens, biofiltration ponds, natural channel design, tree and landscape plantings and pervious surfaces.

h. Construction Standards

CDBG-MIT funds will address flood risk through infrastructure improvements, reducing the number of homes damaged and families impacted by potential future flooding. Because flooding not only has financial impacts for San Marcos, it also impacts the health and wellness of residents and neighborhoods. By protecting homes from flooding, there is a potential for an increase in property values and development, which will benefit the community.

The City of San Marcos will emphasize high quality, durability, energy efficiency, and sustainability of construction in its CDBG-MIT activities. The City’s Engineering/CIP Department maintains quality construction standards for infrastructure projects through reviewing plans and monitoring construction work.

Green building standards and elevation requirements do not apply to San Marcos’ CDBG-MIT activities because the activities will not rehabilitate, replace, construct, or elevate residential housing.

i. Operation and Maintenance Plan

CDBG-MIT regulations allow for flexibility in the use of program income to address on-going operations and maintenance of mitigation projects. If program income is received, the City may use income for eligible uses including repair, operation, and maintenance of publicly owned projects financed with CDBG-MIT funds. If no program income is received, the City of San Marcos plans to use local sources to fund the long-term operation and maintenance the projects constructed with CDBG-MIT.

Drainage Maintenance is responsible for the management of the City's Municipal Separate Storm Sewer System (MS4) permit and implementation of the Stormwater Management Plan (SWMP). This division also maintains and repairs the City's stormwater infrastructure system such as open drainage channels, storm drains and drainage outlets.

• Channel maintenance and repair
• Detention and water quality pond maintenance and repair
• Emergency response assistance
• Manages MS4 permit and implements Stormwater Management Plan
• Storm sewer system maintenance and repair
• Sweeps city streets
Cost Verification

Cost verification controls assure that construction costs are reasonable and consistent with market costs at the time and place of construction. Construction activities are based on sealed designs and an engineering estimate of probable costs. San Marco Engineering/CIP staff undertake the following activities:

- Manage preliminary and final engineering design, construction management, and inspection contracts.
- Manage construction awards.
- Construction management, administration and inspection services of projects.
- Construction phase appropriations.
- Project acceptance and close out actions.

The City’s CDBG Infrastructure Policy and Procedures Manual requires documentation of the federal standard for procurement:

§200.323 Contract cost and price.

(a) The Non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

V. Public Feedback

The City is committed to incorporating residents’ and stakeholders’ comments into this Action Plan. In this document, the City has created a Citizen Participation Plan for CDBG-MIT, which includes citizen participation requirements for the lifetime of the grant.

a. Survey and Town Hall

The City’s outreach strategy was to target the greatest number of residents and interested parties via social media and targeted ads. All survey materials were available in English and Spanish. To maintain accessibility, there were paper copies of the survey at the San Marcos Public Library and San Marcos Activity Center. Neighborhood Enhancement reached out to Neighborhood Commissioners across the city to share the link with their members or request paper copies if needed.

City staff also held a Town Hall meeting on Tuesday, October 29 from 10 a.m.-7 p.m. at the San Marcos Activity Center Multipurpose Room where staff were on-hand to answer questions and distribute the survey. The Communications Staff also sent out two press releases, one about the survey and one about the Town Hall. The survey was open from October 11-30, 2019, yielding 223 total responses (210 electronic and 13 paper). Respondents were asked to rank the potential mitigation activities. For a complete analysis of the survey, please see the Mitigation Survey Report (Appendix C). The top three responses by all respondents are as follows: preservation of land, addressing repeat loss properties, and evacuating.
b. Public Hearings for CDBG-MIT

The requirements for CDBG-MIT grantees mandate a minimum number of public hearings. For San Marcos, the minimum number is two, one during the development of the Action Plan and one after the publication of the Action Plan for public comment. Public hearings were held:
- In different locations to ensure geographic balance and accessibility
- In facilities that are physically accessible to persons with disabilities
- In compliance with civil rights requirements

Recordings of the hearings were posted on the City’s mitigation webpage.

Table 31 CDBG-MIT Public Hearing Schedule

<table>
<thead>
<tr>
<th>Public Hearing</th>
<th>Date</th>
<th>Location</th>
</tr>
</thead>
</table>
| First Public Hearing: Pre-Action Plan Publication    | December 17, 2019 | San Marcos City Hall  
630 East Hopkins Street  
San Marcos, TX 78666 |
| Second Public Hearing: Public Comment Period        | TBD        | TBD                                           |

Source: City of San Marcos Planning and Development Services Department

The first public hearing was held during the City Council meeting December 17, 2019, and included a presentation by City staff of the CDBG-MIT Action Plan funding categories. Following the presentation, residents were given the opportunity to voice their opinions and personal testimony regarding the CDBG-MIT funding. One public comment was received, and the City considered and incorporated it into this Action Plan. Notices and minutes of the hearings are in Appendix D.

Pending: Information on second public hearing.

c. Publication of Draft Action Plan

Before the City of San Marcos adopted the Action Plan for CDBG-MIT, the City published the Action Plan on the City’s mitigation website: https://sanmarcostx.gov/mitigation. The City notified affected residents of the public hearings and the Draft Action Plan publication through electronic mailings, public notices, newsletters, contacts with neighborhood organizations, and/or through social media. The City prominently posted information about the draft plan on City’s website, and the topic of mitigation is also navigable from this website.

The City will ensure that all residents have equal access to information about the Action Plan’s programs, including persons with disabilities and limited English proficiency. The City will provide translations of the Action Plan into other languages or formats upon request.

The public comment period for the original publication of the Draft Action Plan was 45 days, from January 13, 2020 to February 27, 2020. The City of San Marcos accepted public comments regarding the Draft Action Plan. Comments received on the draft Action Plan and the City’s response to each is located included the Appendix E of this document and will be
submitted to HUD.

d. Summary of Input
TBD

VI. Citizen Participation Plan for San Marcos’ CDBG-MIT (CPP-MIT)
The purpose of the Citizen Participation Plan for San Marcos’ Community Development Block Grant Mitigation (CDBG-MIT) is to establish a means by which residents of the City of San Marcos (City), public agencies, and other interested parties can actively participate in the implementation and assessment of documents related to CDBG-MIT activities. The City developed the CPP-MIT to meet the requirements of the CDBG-MIT funds and reflects the alternative requirements as specified by 84 FR 45838 and any subsequent notices.

The CPP – MIT is a separate, distinct and tailored plan based upon and consistent with the City’s Citizen Participation Plan, which describes public participation related to the consolidated planning process and entitlement grants. The City encourages citizen participation that emphasizes the involvement of low- and moderate-income residents, minority populations, persons with limited English proficiency, and persons with disabilities.

a. Availability and Accessibility of Records
During the term of the CDBG-MIT grant, the City will provide citizens and other interested parties with reasonable and timely access to information and records relating to the action plan and to the grantee’s use of grant funds. This Action Plan and associated amendments and performance reports will be made available on City’s website, and upon request from the City. In addition, these documents are available in a form accessible to persons with disabilities and those with limited English proficiency, upon request.

b. Citizen Advisory Group
The City of San Marcos will form one citizen advisory committee that will meet at least twice annually to provide increased transparency in the implementation of the CDBG-MIT funds, to solicit and respond to public comment and input regarding San Marcos’ mitigation activities, and to serve as an on-going public forum to continuously inform San Marcos’ CDBG-MIT projects and programs.

c. Public Website
The City maintains a public website which provides information for how CDBG-MIT funds are used, managed, and administered. It will include links to all CDBG-MIT Action Plans and amendments, performance reports, CDBG-MIT citizen participation requirements, and activity/program information for activities described in the CDBG-MIT Action Plan. It will also include details of all contracts and ongoing procurement policies.

The following items will be available on the Mitigation website (https://sanmarcostx.gov/mitigation):
- Action Plan and amendments
- Quarterly Performance Reports (QPRs)
- Procurement policies and procedures
- All executed contracts that will use CDBG-MIT funds
- The status of services or goods currently being procured

d. Amendments
Occasionally, it may be necessary for the City to update the Action Plan. Amendments to the Action Plan are divided into two categories: Substantial Amendments and Nonsubstantial Amendments. As amendments occur, both types of amendments are numbered sequentially and posted on the City’s CDBG-MIT website [https://sanmarcostx.gov/mitigation](https://sanmarcostx.gov/mitigation). Copies of amendments are available upon request to: [cdbg@sanmarcostx.gov](mailto:cdbg@sanmarcostx.gov) or 512-393-8230.

The most current version of the entire action plan will be accessible for viewing as a single document. Each amendment will have highlighted changes, and the beginning of amendments will include:
- Section identifying exactly what content is added, deleted, or changed
- Revised budget allocation table that reflects all funds and illustrates where funds are coming from and moving to, as amended and applicable
- Description of how amendment is consistent with the mitigation needs assessment

i. Substantial Amendment
The following criteria are used to determine what constitutes a Substantial Amendment to its approved Action Plan:
- The addition of a CDBG-MIT Covered Project
- A change in program benefit or eligibility criteria
- The addition or deletion of an activity
- A new allocation or reallocation of more than 25 percent of an activity in the Program Budget

Substantial Amendments are subject to a citizen participation process and require formal action by the City Council and submission to HUD. The City announces Substantial Amendments to the public through a public notice published in one or more newspapers of general circulation, for a period of 30 days, in order to provide opportunity for public review and comment regarding proposed Substantial Amendments. Notices will be available in English and may also be available in Spanish and other languages, as feasible. The City will consider all written and/or oral comments or views concerning proposed Substantial Amendments that are received during the comment period. A summary of these comments and views, including comments or views not accepted, and the reason why, along with the City’s response to each, shall be submitted with each Substantial Amendment.

ii. Non-substantial Amendment
The City is not required to undertake public comment for an Action Plan amendment that is not considered a Substantial Amendment. The City will notify HUD of a Non-substantial Amendment at least five business days before the amendment becomes effective.
e. Application Status and Transparency

As applicable, the City of San Marcos will provide multiple methods of communication to provide applicants with timely information to determine the status of their application for assistance, including by phone, by mail, and in person. When competitively awarding CDBG-MIT funds, the City of San Marcos will publish on the website the eligibility requirements for the funding, all criteria to be used in the selection of application for funding—including the relative importance of each criterion, and the time frame for consideration of applications. The City will maintain documentation to demonstrate that each funded and unfunded application was reviewed and acted upon in accordance with the published eligibility requirements and funding criteria. Currently, no person, household, or business will receive direct benefits through the Local Flood Mitigation Program.

f. Citizen Complaints

Written complaints from the public related to this Action Plan (or its amendments), QPRs, or the City’s activities or programs funded with CDBG-MIT, will receive careful consideration and will be answered in writing, or other effective method of communication, within 15 business days, where practicable.

Written complaints should be sent to:

Attn: Community Development Block Grant Division
City of San Marcos
Planning and Development Services Department
630 East Hopkins Street
San Marcos, TX 78666
Email: cdbg@sanmarcostx.gov
Phone: 512-393-8230

Complaints regarding fraud, waste, or abuse of government funds will be forwarded the Department of Housing and Urban Development Office of Inspector General (Phone: 1-800-347-3735 or Email: hotline@hudoig.gov).

VII. Certifications

In accordance with the applicable statutes and regulations governing the CDBG-MIT funds, including 84 FR 45869, the City of San Marcos (the Grantee) certifies as follows:

- The Grantee certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with CDBG-MIT funding.

- The Grantee certifies its compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by part 87.

- The grantee certifies that the action plan is authorized under State and local law (as applicable) and that the grantee, and any entity or entities designated by the grantee, and any contractor, subrecipient, or designated public agency carrying out an activity with CDBG–MIT funds, possess(es) the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this
notice. The grantee certifies that activities to be undertaken with CDBG–MIT funds are consistent with its action plan.

- The Grantee certifies that it will comply with the acquisition and relocation requirements of the URA, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for CDBG-MIT funds.

- The Grantee certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.

- The Grantee certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing waivers and alternative requirements for this grant). Also, each local government receiving assistance from a State grantee must follow a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486 (except as provided for in notices providing waivers and alternative requirements for this grant).

- The Grantee certifies that it is complying with each of the following criteria:

  o Funds will be used solely for necessary expenses related to mitigation activities, as applicable, in the most impacted and distressed areas for which the President declared a major disaster in 2015, 2016, or 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 et seq.).

  o With respect to activities expected to be assisted with CDBG–MIT funds, the relevant action plan has been developed to give priority to activities that will benefit low- and moderate-income families.

  o The aggregate use of CDBG–MIT funds shall principally benefit low- and moderate-income families in a manner that ensures that at least 50 percent (or another percentage permitted by HUD in a waiver published in an applicable Federal Register notice) of the CDBG–MIT grant amount is expended for activities that benefit such persons.

- The grantee will not attempt to recover any capital costs of public improvements assisted with CDBG–MIT funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (a) CDBG–MIT funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a). The Grantee certifies that it grant will conduct and carry out the grant in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601–3619) and implementing regulations, and that it will affirmatively further fair housing.

- The Grantee certifies that it has adopted and is enforcing the following policies.
o A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

o A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

- The grantee certifies that it (and any subrecipient or administering entity) currently has or will develop and maintain the capacity to carry out mitigation activities, as applicable, in a timely manner and that the grantee has reviewed the respective requirements of this notice. The grantee certifies to the accuracy of its Public Law 115–56 Financial Management and Grant Compliance certification checklist, or other recent certification submission, if approved by HUD, and related supporting documentation referenced at section V.A.1.a of this notice and its implementation plan and capacity assessment and related submissions to HUD referenced at section V.A.1.b.


- The grantee certifies that it will not use CDBG–MIT funds for any activity in an area identified as flood prone for land use or hazard mitigation planning purposes by the State, local, or tribal government or delineated as a Special Flood Hazard Area (or 100-year floodplain) in FEMA’s most current flood advisory maps, unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain, in accordance with Executive Order 11988 and 24 CFR part 55. The relevant data source for this provision is the State, local, and tribal government land use regulations and hazard mitigation plans and the latest issued FEMA data or guidance, which includes advisory data (such as Advisory Base Flood Elevations) or preliminary and final Flood Insurance Rate Maps.

- The Grantee certifies that its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K, and R.

- The Grantee certifies that it will comply with environmental requirements at 24 CFR Part 58.

- The Grantee certifies that it will comply with applicable laws.
VIII. Appendices
Appendix A: CDBG-MIT Eligible Areas
Appendix B: City of San Marcos/Hays County Hazard Mitigation Plan, 2018 Update ("The HMP")
Appendix C: Outreach – Survey and Public Meetings
Appendix D: Outreach – Hearings and City Council Action
Appendix E: Outreach – Comment Period
Appendix F: Projection of Expenditures and Outcomes
Appendix G: Maps
Appendix H: SF-424
CITY COUNCIL MEETING

Tuesday, March 3, 2020
CDBG-Mitigation Action Plan
Public Hearing and Request for Approval

Staff Presentation
  Background and Process
  Proposed Budget
  Funding Categories
Public Hearing
Council Discussion and Action
The Basics

Federal Register Notice
Published: August 30, 2019

San Marcos Allocation:
$24,012,000

Action Plan Due:
April 3, 2020
Federal Definition of Mitigation Activities:

Those activities that
• *increase* resilience to disasters and
• *reduce or eliminate* the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters.

84 FR 45838

Dictionary Definition of Mitigation:

Mitigate: to make less severe
CDBG-Mitigation Action Plan

ACTION PLAN

Risk-Based Mitigation Needs Assessment
Hazard Mitigation Plan informs needs assessment

Promote local & regional long-term planning

Promote coordination and leveraging of funds

Promote natural infrastructure
THE RULES

At least 50% of funds must address mitigation needs within the city limits of San Marcos.

May expend funds outside of city limits if demonstrate how funds will benefit the city.

50% of allocation must be spent in 6 years.

100% of allocation must be spent in 12 years.

50% of all CDBG-MIT funds must benefit low-to-moderate income persons.

Planning Funds: Maximum 15% of total grant.
CDBG-Mitigation Action Plan

Action Plan Development

- Aug. 30, 2019: Federal Register Notice
- Dec. 2019: City Action Plan Development
- Dec. 2019: Translate to Spanish
- Jan.-Feb. 2020: 45-Day Public Comment Period
- Feb. 2020: Respond & Incorporate Comments
- April 3, 2020: Submit Action Plan to HUD
Mitigation Survey Report

Mitigation Actions

Respondents were asked to rank the potential mitigation activities from 1-6 according to their priorities.
(1-Most Important; 6-Least Important)

- Evacuating
- Sheltering
- Preservation of Land
- Addressing Repeat Loss Properties
- Flood Hazard Warning Systems
- Warning Signs and Barricades
Managing Repeat Loss Properties:
Drainage improvements to properties that have been flooded multiple times.

Construction of public improvements can benefit multiple properties/neighborhoods.
Preservation of Land: $2,849,600

<table>
<thead>
<tr>
<th>Preserving</th>
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</table>

**Establishing Land Banks:** Preservation of land in strategic upland and floodplain areas to mitigate flooding.

Land can be used for storage/infiltration of flood waters and the reduction of impervious cover.
Warning Systems

Improve flood and hazard warning systems: Increasing number of gauges, installing and improving hazard sirens, and improved modeling capability through mapping.

Provides accurate, timely information to the public prior to and during a disaster.

City of San Marcos
City of San Marcos

Signs and Barricades: $60,000

Increase number of warning signs and barricades at low water crossings:
This improves safety and protects lives during a disaster.
Planning: $3,601,800

Planning

Some possible uses:

• **Create engineering designs to lessen the risk of flooding**
• **Plan for first responder and traffic coordination of evacuations**
• **Obtain data for use in comprehensive planning**

Planning ensures the most effective use of funds.
Pay for staff and other costs to implement the programs and oversee projects:
Oversight keeps projects moving and ensures federal compliance.
<table>
<thead>
<tr>
<th>Category</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addressing Repetitive Loss</td>
<td>$16,000,000</td>
</tr>
<tr>
<td>Preservation of Land</td>
<td>$2,849,600</td>
</tr>
<tr>
<td>Warning Systems</td>
<td>$300,000</td>
</tr>
<tr>
<td>Signs &amp; Barricades</td>
<td>$60,000</td>
</tr>
<tr>
<td>Planning (15%)</td>
<td>$3,601,800</td>
</tr>
<tr>
<td>Administration (5%)</td>
<td>$1,200,600</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$24,012,000</strong></td>
</tr>
</tbody>
</table>
CDBG-Mitigation Action Plan

For More Info

WEB LINK
www.sanmarcostx.gov/mitigation

HUD Link
www.federalregister.gov
CDBG-Mitigation Action Plan

Staff Recommendation

Staff recommends that City Council approve a Resolution adopting the Community Development Block Grant-Mitigation Action Plan that provides for the allocation of the $24,012,000 to be awarded by HUD to the City of San Marcos, authorizing the City Manager to act as the Official Representative of the City in matters related to the CDBG-MIT Program and Action Plan, and declaring an effective date.
AGENDA CAPTION:
Receive a Staff presentation and hold a Public Hearing to receive comments for or against Resolution 2020-50R, approving a third amended and restated Development Agreement in connection with the La Cima Development near the intersection of Old Ranch Road 12 and Wonder World Drive to, among other things, add 129.383 acres of land to the area covered by the agreement, reduce the project density from 1.16 to 1.10 dwelling units per acre, enlarge the area within which the originally allowed 720 multi-family units may be located from 30 acres to any part of the area designated in the conceptual land use plan as community commercial, and allow Condominiums as new use only by a conditional use permit approved by the City Council, authorizing the City Manager, or his designee, to execute the agreement on behalf of the City; and providing an effective date; and consider approval of Resolution 2020-50R.

Meeting date: March 3, 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
☐ Environment & Resource Protection
☒ Land Use - Set appropriate density & impervious cover limitations in environmentally sensitive areas to avoid adverse impacts on water supply
☒ Neighborhoods & Housing - Diversified housing options to serve citizens with varying needs and interests
☐ Parks, Public Spaces & Facilities
Background Information:
The La Cima Development Agreement was approved in September 2014. There have been two Preliminary Plats and two Final Plats approved under this existing Agreement. Natural Development Austin, L.L.C., on behalf of Lazy Oaks Ranch, LP, is requesting amendments to an existing Development Agreement.

Amendments to the Development Agreement were submitted for review in December 2019. The applicant is requesting an increase in overall acreage to the development (addition of 129.383 acres) with a decrease in overall density (from 1.16 units/acre to 1.10 units/acre). The additional acreage will be subject to Chapter 6 of the San Marcos Development Code and the Associated City of San Marcos Storm Water Technical Manual per Section 1.07 of the Development Agreement. While a new use is proposed, Condominium Residential, the residential dwelling unit count is proposed to remain at 2,800. The applicant is also requesting to allow a maximum of 720 multifamily units with no acreage maximum located east of Old Ranch Road 12 in the area depicted as Community Commercial.

The Council Committee met on February 5, 2020 to discuss the proposed amendments. The Council Committee asked staff to see if the developer would agree to adding language to the Agreement that would require City Council approval of a Conditional Use Permit for the Condominium Residential use. The applicant has agreed to this and has added language to the Agreement in Section 1.04(A)(4).

Currently, the developer is proposing to dedicate 35.64 acres of parkland located in an area identified as a 91.5-acre Greenbelt (Purgatory Creek Open Space on the Conceptual Land Use Plan). The Council Committee also asked staff to see if the developer would provide an alternative park/open space option that was more useable and not bisected by a road. An alternative proposal was submitted by the developer. However, the alternative eliminated the 91.5-acre Greenbelt area that is on the far end of the property and replaced it with 40 acres of space on the Wills tract. After analysis, the Council Committee agreed to keep the 91.5-acre Greenbelt area as originally proposed as the alternative option would result in a net loss of about 50 acres of park/open space area, as well as a connection to the Conservation/Open Space and Habitat Preserve to several hundred acres of land that is either owned by the City, County, or Edwards Aquifer.
In addition, the applicant has requested that the City not oppose any petition the Owner may submit to Hays County to amend the existing PID to include any or all of the remaining property. Hays County authorized creation of a Public Improvement Districts on approximately 2,029 acres of the property with the initial Agreement. The Council Committee agreed to this.

A comparison chart has been created to show the changes between the existing Development Agreement and the proposed.

**Council Committee, Board/Commission Action:**
This item was not required to be presented to the Planning & Zoning Commission. City Council approved the original Development Agreement in September 2014.

**Alternatives:**

**Recommendation:**
RESOLUTION NO. 2020 - R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A THIRD AMENDED AND RESTATED DEVELOPMENT AGREEMENT IN CONNECTION WITH THE LA CIMA DEVELOPMENT NEAR THE INTERSECTION OF OLD RANCH ROAD 12 AND WONDER WORLD DRIVE TO, AMONG OTHER THINGS, ADD 129.383 ACRES OF LAND TO THE AREA COVERED BY THE AGREEMENT, REDUCE THE PROJECT DENSITY FROM 1.16 TO 1.10 DWELLING UNITS PER ACRE, ENLARGE THE AREA WITHIN WHICH THE ORIGINALLY ALLOWED 720 MULTI-FAMILY UNITS MAY BE LOCATED FROM 30 ACRES TO ANY PART OF THE AREA DESIGNATED IN THE CONCEPTUAL LAND USE PLAN AS COMMUNITY COMMERCIAL, AND ALLOW CONDOMINIUMS AS A NEW USE ONLY BY A CONDITIONAL USE PERMIT APPROVED BY THE CITY COUNCIL; AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE

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

PART 1. The Third Amended and Restated Development Agreement attached hereto is approved.

PART 2. The City Manager, or his designee, is hereby authorized to execute the Third Amended and Restated Development Agreement on behalf of the City.

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


Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk
STATE OF TEXAS § DEVELOPMENT AGREEMENT
COUNTY OF HAYS § LA CIMA SAN MARCOS

This SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of the _____ day of ________, 2018 (the “Effective Date”), by and between the CITY OF SAN MARCOS, TEXAS, a Texas municipal corporation (the “City”), Hays County, Texas (the “County”), and LAZY OAKS RANCH, LP, a Texas Limited Partnership (“LOR”), LCSM Ph. 1-1, LLC, a Texas limited liability company as partial assignee of LOR (“LCSM Ph.1-1”), LCSM Ph. 1-2, LLC, a Texas limited liability company as partial assignee of LOR (“LCSM Ph.1-2”), LCSM Ph. 2, LLC, a Texas limited liability company as partial assignee of LOR (“LCSM Ph. 2”), LCSM Ph. 3, LLC, a Texas limited liability company as partial assignee of LOR (“LCSM Ph. 3”), La Cima Commercial, LP a Texas partnership as a partial assignee of LOR (“La Cima Commercial”), LCSM WW, LLC, a Texas limited liability company as a partial assignee of LOR (“LCSM WW”), and LCSM West, LP, a Texas limited partnership (“LCSM West” and, together with LOR, LCSM Ph.1-1, LCSM Ph. 1-2, LCSM Ph. 2, LCSM Ph. 3, La Cima Commercial, and LCSM WW, the “Owner”). The City and Owner are sometimes hereinafter referred to individually as “Party”, and collectively as the “Parties”. The Parties agree as follows:

PURPOSES AND CONSIDERATIONS

WHEREAS, the City and LOR entered into that certain Second Amended and Restated Development Agreement dated September 16, 2014, approved by Resolution 2014-131 and recorded under Document Number 2014-1403206218018461 in the Official Public Records of Hays County, Texas (the “Existing Development Agreement”), related to that certain 2,029.023 acre, more or less, parcel of land (the “Existing Property”) located in the Extraterritorial Jurisdiction (“ETJ”) of the City, Hays County, Texas, and more particularly described in Exhibit “A”, Exhibit “A-1”, Exhibit “A-2”, and Exhibit “A-3” attached hereto and incorporated herein for all purposes; WHEREAS, Owner has acquired an adjoining 1.15 acre, more or less, parcel of land located in the ETJ of the City, Hays County, Texas, and more particularly described in Exhibit “A-1” attached and incorporated herein for all purposes and an adjoining 2.03 acre, more or less, parcel of land located in the ETJ of the City, Hays County, Texas, and more particularly described in Exhibit “A-3” attached and incorporated herein for all purposes (collectively, the “La Cima Outparcels”);

WHEREAS, Owner owns that certain 5 acre tract described as the “Save and Except: Tract 1: 5 Acres” described on pages 2-3 of Exhibit “A” to the Development Agreement (“Save and Except Tract 1”) and desires to add such Save and Except Tract 1 to this Development Agreement;

WHEREAS, Owner intends to acquire an adjoining 390.52 acre, more or less, parcel of land located in the ETJ of the City, Hays County, Texas, and more particularly described in Exhibit “CA-4” attached and incorporated herein for all purposes (the “Woolen Addition 101 Acre Tract”), and an adjoining 22.723 acre, more or less, parcel of land located in the ETJ of the City, Hays County, Texas, and more particularly described in Exhibit “A-4” attached and incorporated herein for all purposes (the “Additional 22 Acre Tract”) and, together with the La Cima Outparcels, the “Additional Property”;

WHEREAS, the Existing Property and the Additional Property are depicted on Exhibit “D” attached hereto and incorporated herein for all purposes; WHEREAS, Owner desires to develop the Existing Property, the Save and Except Tract 1 and the Additional Property (collectively, the “Property”) totaling 2,422.996 acres of land as a single family residential, limited nonresidential and conservation, preservation and open space development generally to foster a walkable and bikeable community in accordance with the Conceptual Land Use

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Plan, as more particularly described in Exhibit “EB” attached hereto and incorporated herein for all purposes and under the name La Cima San Marcos (the “Project”); 

WHEREAS, the Property is appraised for ad valorem tax purposes as land for agricultural or wildlife management use or timber land under Chapter 23, Texas Tax Code; 

WHEREAS, the City is authorized by Section 43.035 of the Texas Local Government Code to offer to make a development agreement with the owner of land appraised for such purposes pursuant to Section 212.172 of the Texas Local Government Code to defer the annexation of the property until the land owner files a subdivision plat or other development application for any portion of the property; 

WHEREAS, by entering into this Agreement, Owner has accepted the City’s offer to enter into a development agreement pursuant to both Section 43.035 and Section 212.172 of the Texas Local Government Code with the mutual understanding that this Agreement shall constitute a permit for the purposes of Chapter 245 of the Texas Local Government Code; 

WHEREAS, an area adjacent or contiguous to an area that is subject of development agreement entered into under Section 43.035 and Section 212.172 of the Texas Local Government Code is considered to be adjacent or contiguous to the municipality; and 

WHEREAS, the City is authorized to amend the Existing Development Agreement and to make and enter into this Agreement with Owner in accordance with Subchapter G, Chapter 212, Local Government Code and Chapters 1 and 2 of the City’s Land Development Code (“LDC”), to accomplish the following purposes: 

A. Extend the City’s planning authority in accordance with the Conceptual Land Use Plan and the development regulations contained herein under which certain uses and development of the Property is authorized; and 

B. Authorize enforcement by the City of municipal land use and development regulations as applicable; and 

C. Authorize enforcement by the City of land use and development regulations other than those that apply within the City’s boundaries, as may be agreed to by the Parties and included in this Agreement; and 

D. Specify the uses and development of the Property before and after annexation; and 

E. Provide for infrastructure including, but not limited to, stormwater drainage and water, wastewater and other utility systems; and 

F. Include such other lawful terms and considerations the Parties consider appropriate. 

NOW THEREFORE, the City and Owner in consideration of the premises, the mutual covenants and agreements of the Parties hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, hereby amend and restate the Existing Development Agreement and agree as follows: 

**SECTION 1: GENERAL TERMS AND CONDITIONS**

1.01 Conceptual Land Use Plan 

The City hereby approves the general use and development of the Property in accordance with the Conceptual Land Use Plan, which is incorporated herein as Exhibit “EB”. Exhibit “EC” separately shows the proposed Open Space that is part of the Conceptual Land Use Plan. The Conceptual
Land Use Plan shall constitute the land use plan under Section 1.4.2.4(g) of the LDC. The Conceptual Land Use Plan may be amended from time to time in accordance with the processes and procedures outlined in Section 1.4.2.6(c) of the City’s LDC. Development applications for the Property shall be consistent with the Conceptual Land Use Plan.

1.02 Annexation
Upon approval of this Agreement, Owner agrees to the full purpose annexation of the Property at the time the corporate limits of the City becomes adjacent to the Property. Provided, however, that the City hereby agrees to phase the annexation of the Property as follows: At the time the City’s corporate limits become adjacent to the Property, the City may initiate the full purpose annexation of all or any portion of the Property on which a final subdivision plat has been recorded. Upon annexation of all or any portions of the Property, the applicant shall initiate a zoning change for said annexed portions to establish a zoning district(s) that is (are) consistent with the terms and conditions of this Agreement. The City hereby guarantees the continuing ETJ status of the remainder of the Property not subject to a final recorded plat until such time that a final plat is recorded for all or any portion of such remainder of the Property. The Parties hereby agree that all applicable regulations and planning authority of the City’s LDC may be enforced on the Property. The limitations on the City’s annexation authority shall apply only during the term of this Agreement.

1.03 Governing Development Regulations
A. Development of the Property shall be governed by the following:
   1. The Conceptual Land Use Plan and this Agreement; and
   2. The applicable provisions of the City’s LDC and Ordinances;
   3. The applicable provisions of the Development Regulations of Hays County; and
   4. Construction plans and final plats for all or any portion of the Property that are approved from time to time by the City (collectively, the “Approved Plats”).
   5. The Parties acknowledge that prior to or concurrent with the submittal of the first plat application for development on the Property or any portion thereof, a Traffic Impact Analysis (the “TIA”) will be required. At the time of submittal of the TIA, the traffic impacts shall be evaluated based on the full build-out development of the entire project (as defined in Section 1.04, below) and not on the individual plat.
   6. Applicable provisions of the Texas Local Government Code, and other state and federal laws (“Other Laws”).
   7. In the event of a conflict between the City’s and/or County’s development regulations and the Owner’s rights under this Agreement, this Agreement shall control.
B. The Conceptual Land Use Plan, this Agreement, the LDC, the Approved Plats, the Required Studies and Other Laws shall hereinafter be referred to collectively as the “Governing Regulations.”
C. Plat Approval: Owner and the City agree that the approved land uses in each final plat of portions of the Property shall be consistent with the Conceptual Land Use Plan, as may be amended from time to time.
D. Enforcement: The Parties agree that the City and County shall be entitled to enforce all applicable municipal land use and development regulations for the Property and the Governing Regulations.
E. No Contractual Enlargement of Exemption from City Standards: Notwithstanding any other provision in this Agreement, including references to such things as the “Governing Regulations” or the “Time of Submittal”, this Agreement shall in no manner be construed to create any exemption from applicable ordinances or laws, entitlement or vesting of rights beyond what is expressly provided in Chapter 245. Owner specifically acknowledges that development of the Property shall be subject to the City’s ordinances, regulations, and policies regarding water and sewer utility connections, including those that address development over the Edwards Aquifer Recharge Zone, as amended from time to time.
F. The Governing Regulations shall be applicable to control the development of the Property. Unless otherwise specifically authorized by the City, the Property may not be developed to a lesser standard than that required by the Governing Regulations.

G. Third Party Inspection Services: Unless an alternative is mutually agreed upon by the Parties, any plan review and building inspections conducted during the permitting process and through receipt of certificate of occupancy shall be conducted by a qualified, third-party plan review and inspection service, mutually agreed upon by the Parties, and results shall be provided in the City’s permitting system.

1.04 Permitted Uses, Project Density and Dimensional and Development Standards

Owner envisions the development of the Property as a predominantly single family residential development with limited nonresidential development, open space, conservation and preservation areas in accordance with the Conceptual Land Use Plan. The existing topography and natural areas on the Property provide for opportunities to develop the Property as a conservation development where pods of smaller lot sizes may be clustered to provide for preservation of existing natural features and open space. The Property may be developed as a conservation development, a conventional development or a combination thereof. In order to achieve the maximum development flexibility possible within the Project, this Agreement establishes a variety of uses and lot types and sizes that may be developed on the Property.

A. Permitted Uses: The following uses shall be permitted on the Property in accordance with the City’s zoning districts as defined on the Effective Date:


2. Nonresidential: All permitted uses identified in the NC, Neighborhood Commercial District shall be permitted within the 3 unit per acre portion of the Property depicted on the Conceptual Land Use Plan. All permitted uses identified in the CC, Community Commercial District shall be permitted within the Property depicted as Community Commercial on the Conceptual Land Use Plan up to a maximum of 200 acres. Nonresidential uses, if developed, are intended to be located at appropriate locations, such as along thoroughfare corridors or at the intersections of major thoroughfares, within the development.

3. Multi-Family: All permitted uses identified in the MF-24, Multiple-Family Residential District shall be permitted within any portion of the Property depicted as Community Commercial on the Conceptual Land Use Plan (but excluding the La Cima Outparcels and the Additional 22 Acre Tract) up to a maximum of 30 acres 720 units; provided, however, that Purpose Built Student Housing (as established by City Ordinance N0. 2016-24) shall be prohibited.

4. Condominium Residential: A development type allowed in any district containing multiple, individually owned dwelling units and jointly owned and shared common areas and facilities, on a common lot shall be permitted in any portion of the Property in connection with a Conditional Use Permit approved by the City Council.

5. School Site. The Parties acknowledge that the Project is located within the San Marcos Consolidated Independent School District (the “District”). Owner shall dedicate up to a 12 acre site for a future elementary school to the District at the time of platting of such school site with a maximum impervious cover allocation equal to the greater of 55% of such site or 6.6 acres. The actual terms, size, timing, and location of the school site will be determined by Owner and the District.

6. Fire/Police/EMS Station; Transit Stops. Owner has transferred to the City a 3.505 acre site, located no more than one-third mile driving distance from the intersection of Old Ranch Road 12 and Wonder World Drive, for a future fire station and/or police or EMS station. Such site shall have a maximum impervious cover allocation equal to 2.1 acres. Transit stop locations will be determined by Owner and City at the time of platting of such locations.

7. Conditional uses authorized in the above residential and nonresidential base districts shall only be permitted if approved by the City in accordance with the procedures and
requirements of the City’s LDC. Any proposed use, other than a Corporate Campus or other office use, within a nonresidential area with a single tenant greater than 80,000 square feet in size shall require a Conditional Use Permit in accordance with the City’s Land Development Code subject to a recommendations by the Planning and Zoning Commission and final approval by City Council.

8. Notwithstanding anything in this Agreement or in the City’s LDC or ordinances to the contrary, no extraction of or exploration for surface or sub-surface mineral resources or natural resources may be conducted on the Property, including but not limited to quarries, borrow pits, sand or gravel operations, oil or gas exploration or extraction activities, and mining operations. This prohibition shall not be interpreted to prohibit excavation of soil in connection with the development of the Property consistent with this Agreement.

B. Project Density: The Project shall be restricted to a maximum of 2,800 dwelling units for an overall project density of 1.16 units per acre ("UPA"). Project density shall be further restricted as follows:

1. approximately 706.59 acres of the Property located east of Purgatory Creek as illustrated on the Conceptual Land Use Plan shall be restricted to a maximum of 3 units per acre and all lot types provided for in Section 1.04.C of this Agreement are permitted, provided, however, that any portion of the maximum 200 acres of nonresidential Property depicted as Community Commercial on the Conceptual Land Use Plan as permitted in Section 1.04.A.2. of this Agreement not developed for nonresidential may also be developed for residential uses in accordance with these density and lot type restrictions;

2. the approximately 712.75 acres of the Property located west of Purgatory Creek shall be restricted to a maximum of 2 units per acre and all lot types provided for in Section 1.04.C of this Agreement are permitted; and

3. Project density may be distributed evenly or may be clustered utilizing a conservation or clustered development plan provided that the maximum density for each of the designated areas above does not exceed the applicable the maximum density for such designated area and subject to the applicable use, lot type and size restrictions for such designated area, all as described herein and depicted on the Conceptual Land Use Plan.

C. Dimensional and Development Standards: The Property shall be developed in compliance with the following lot sizes, dimensions and development regulations:

1. Single Family Residential Estate Lots
   Lot Area, Minimum: 43,560 sq. ft
   Lot Width, Minimum: 150 feet
   Lot Depth, Minimum: 200 feet
   Lot Frontage, Minimum: 100 feet
   Front Yard Setback, Minimum: 20 feet
   Side Yard Setback, Interior, Minimum: 10 feet
   Side Yard Setback, Corner, Minimum: 20 feet
   Rear Yard Setback, Minimum: 20 feet
   Building Height, Maximum: 2.5 stories
   Impervious Cover, Maximum: 40%

2. Single-Family Residential Rural Lots
   Lot Area, Minimum: 11,000 sq. ft.
   Lot Width, Minimum: 80 feet
   Lot Depth, Minimum: 100 feet
   Lot Frontage, Minimum: 60 feet
   Front Yard Setback, Minimum: 10 feet
   Side Yard Setback, Interior, Minimum: 10 feet
   Side Yard Setback, Corner, Minimum: 10 feet
   Rear Yard Setback, Minimum: 10 feet
Building Height, Maximum: 2.5 stories
Impervious Cover, Maximum: 50%

3. Single Family Residential Manor Lots
Lot Area, Minimum: 6,000 sq. ft.
Lot Width, Minimum: 50 feet
Lot Depth, Minimum: 100 feet
Lot Frontage, Minimum: 35 feet
Front Yard Setback, Minimum: 10 feet
Side Yard Setback, Interior, Minimum: 5 feet
Side Yard Setback, Corner, Minimum: 10 feet
Rear Yard Setback, Minimum: 10 feet
Building Height, Maximum: 2 stories
Impervious Cover, Maximum: 60%

4. Single Family Residential Cottage Lots
Lot Area, Minimum: 4,500 sq. ft.
Lot Width, Minimum: 40 feet
Lot Depth, Minimum: 100 feet
Lot Frontage, Minimum: 35 feet
Front Yard Setback, Minimum: 10 feet
Side Yard Setback, Interior, Minimum: 5 feet
Side Yard Setback, Corner, Minimum: 10 feet
Rear Yard Setback, Minimum: 10 feet
Building Height, Maximum: 2 stories
Impervious Cover, Maximum: 60%

5. Garden/Patio Home/Zero Lot Line Homes
Lot Area, Minimum: 2,700 sq. ft.
Lot Width, Minimum: 28 feet
Lot Depth, Minimum: 90 feet
Lot Frontage, Minimum: 25 feet
Front Yard Setback, Minimum: 10 feet
Side Yard Setback, Interior, Minimum: 0/5 feet*
Side Yard Setback, Corner, Minimum: 10 feet*
Rear Yard Setback, Minimum: 5 feet
Garage Side Yard Setback Opposite House: 0 feet
Garage Setback from Front of House: 10 feet
Building Height, Maximum: 2 stories
Impervious Cover, Maximum: 75%

* The primary structure/dwelling may be constructed with a 0 side yard on one side, and a side yard of not less than 5 feet on the other side. A detached accessory structure such as a garage or storage building may have a 0 side yard on the 5 foot side provided, however, the structure is located behind the rear façade of the primary building on the lot. On the 0 side, the structure may be set back a maximum of 1 foot. A 5 foot wide maintenance, drainage, and roof overhang easement extending the full depth of the lot shall be designated along the side property line which abuts the zero side yard on an adjacent lot, and shall be indicated on the Final Plat. In all cases, there shall be at least a 10 foot side yard on corner lots where adjacent to a street right-of-way or alley.

** To help achieve the flexibility envisioned and the goals for the development of the Project, the exceptions to the Lot Width to Depth ratio provided in Section 6.7.2.1(j) of the City’s LDC shall include and be applicable to Garden/Patio Home/Zero Lot Line lots.
6. Townhouse Residential Lots
   Lot Area, Minimum: 2,500 sq. ft.
   Lot Width, Minimum: 25 feet
   Lot Depth, Minimum: 90 feet
   Lot Frontage, Minimum: 25 feet
   Front Yard Setback, Minimum: 10 feet
   Side Yard Setback, Interior, Minimum: 0 feet attached walls / 5 feet end walls
   Side Yard Setback, Corner, Minimum: 10 feet
   Rear Yard Setback, Minimum: 10 feet
   Building Height, Maximum: 2 stories
   Impervious Cover, Maximum: 75%

   Lot Area, Minimum: 12,000 square feet
   Units/Acre (Maximum/Gross Acre): 24.0
   Lot Width, Minimum: 60
   Lot Depth, Minimum: 100
   Lot Frontage, Minimum: 60
   Front Yard Setback, Minimum: 10
   Side Yard Setback, Interior, Minimum: 10
   Side Yard Setback, Corner, Minimum: 15
   Rear Yard Setback, Minimum: 10
   Building Height, Maximum: 4 stories
   Impervious Cover, Maximum: 75%

8. Nonresidential
   Lot Area, Minimum: 6,000 sq. ft.
   Lot Width, Minimum: 50 feet
   Lot Depth, Minimum: 100 feet
   Lot Frontage, Minimum: 50 feet
   Front Yard Setback, Minimum: 10 feet
   Side Yard Setback, Interior, Minimum: 5 feet
   Side Yard Setback, Corner, Minimum: 10 feet
   Rear Yard Setback, Minimum: 5 feet
   Building Height, Maximum: N/A
   Impervious Cover, Maximum: 80%

9. Cluster/Conservation Development
   To encourage cluster development within the Project, the following limitations on the location of the above residential lot types shall be applicable:

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<th>Slope Limitations</th>
<th>Lot Types Permitted</th>
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<td>Garden/Patio Home/Zero Lot Line Homes</td>
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D. Phasing: A phasing plan shall be submitted with a Subdivision Concept Plat to ensure orderly development of the Project. Any portion of the Property developed as MF-24, Multiple-Family Residential District in accordance with Section 1.04.A.3 above shall be developed in a minimum of two phases with the first phase to be no more than 15 acres and any subsequent phases shall be deferred until after such first phase is complete and at least 75% occupied and at least 200 single-family homes have been completed and occupied.

E. Architectural Design Standards: Architecture and the built environment are important elements to the development of the Project. Due to the importance of these elements, all architectural styles should produce a cohesive visual framework while maintaining architectural variety. All architecture should reflect high quality and craftsmanship, both in design and construction. The use of unusual shapes, colors, and other characteristics that cause disharmony should be avoided. A Texas Hill Country style should be reflected through the use of natural materials and textures.

Achieving a high quality of architectural design for all buildings within the Development is considered a principal goal of these design standards. A variety of lot and dwelling types within the neighborhood should be encouraged. Careful design of a neighborhood can mix different housing types and price ranges. Reflecting the vision of the Project, these development standards call for exterior materials that express the natural environment and range of natural materials found in Central Texas.

The Owner shall record deed restrictions regulating the development of the Property which deed restrictions shall incorporate the standards and requirements of this section E. The deed restrictions shall be enforceable by a homeowner’s association created by the Owner and shall be subject to the provisions of Section 1.09.

1. Project Residential Architectural Design Standards
   a. A minimum of 100% of each residence on a Single Family Residential Estate lot in accordance with Section 1.04.C.1, excluding doors, windows, fascia, trim, handrails, guardrails, decks, columns, etc., shall be masonry consisting of brick, stone, stucco or a combination thereof.
   b. A minimum of 80% of each residence on the lots identified in Section 1.04.C.2 – 1.04.C.6, excluding doors, windows, fascia, trim, handrails, guardrails, decks, columns, etc., shall be masonry consisting of brick, stone, stucco or a combination thereof.
   c. The number of primary exterior materials shall be limited to three (3) excluding architectural accent features, roof materials, and windows or doors.
   d. Exterior facades shall have a variety of earth tone colors including, but not limited to, reds, browns, light tans, natural and warm whites (stark whites shall be prohibited), buffs, beiges, creams and regionally quarried stone colors.
   e. All facades of a building shall be of consistent design and treatment unless the building facade is not visible from public view.
   f. The use of window awnings, overhangs and shutters is encouraged. Materials and colors shall be the same or complimentary to the exterior of the building.
   g. All single family detached dwellings are encouraged to have front porches or porticos.
   h. Detached garages are permitted and encouraged.
   i. Detached garages with second level dwelling units are permitted provided, however, that second level dwelling units and the primary structure shall be on a single service meter and the occupancy restrictions of the City’s LDC prohibiting occupancy by more than more than two unrelated persons will apply.
j. Corner dwelling units shall present a façade that is consistent in design and architecture to both streets.

k. Corner dwelling units are encouraged to have wrap around porches.

l. Corner lots shall have landscaping that is consistent in design and treatment on both street frontages.

m. Pool and HVAC equipment on corner lots shall be located on the interior side or rear property line.

n. Trash and waste containers shall be located in an area that is screened from public view.

o. These standards shall apply equally to additions and/or alterations to existing structures as well as to new structures. All accessory structures shall be constructed in such a manner so as to be compatible in look, style and materials as the primary structures on the project site.

p. Alternative design standards for all structures may be utilized upon review and approval by the Director of Development Services at the time of site planning. Any decision of the Director of Development Services may be appealed to the Planning and Zoning Commission.

2. Project Nonresidential Architectural Design Standards

a. All facades shall use one or more of four native limestone colors: Lueders, Cordova Cream, Sandstone, and Shell Stone, or a similar matching manufactured stone. Comparable materials in color, finish, durability, and quality may be substituted for the referenced materials upon review and approval by the Director of Development Services, appealable to the Planning and Zoning Commission.

b. Architectural façades that clearly define a base, middle and cap are required. These materials should be responsive to climate, adjacent context, site orientation and building usage.

c. All buildings within the Project shall be designed with a high level of detail, with careful attention to the combination of and interface between materials. Materials chosen shall be appropriate for the theme and scale of the building, compatible with its location within the development, and expressive of the community’s desired character and image. Details and materials shall be consistent on all sides of buildings.

d. A minimum of 80% of each building, excluding doors and windows, shall be masonry consisting of brick, stone, stucco, split face concrete units, or faux stone or brick.

e. Front facades shall be oriented towards the street right-of-way as appropriate.

f. Building entrances shall be recessed from the front façade or located under a shade device such as an awning or portico.

g. Off-street parking areas shall be shielded from view from the right-of-way through the use of landscape plantings, landscape berms or a combination thereof.

h. These standards shall apply equally to additions and/or alterations to existing structures as well as to new structures. All accessory structures shall be constructed in such a manner so as to be compatible in look, style and materials as the primary structures on the project site.

i. Alternative design standards for all structures may be utilized upon review and approval by the Director of Development Services at the time of site planning. Any decision of the Director of Development Services may be appealed to the Planning and Zoning Commission.

3. Project Multi-Family Architectural Design Standards. Any portion of the Property developed as MF-24, Multiple-Family Residential District in accordance with Section 1.04.A.3 above shall be developed in accordance with the permitted uses and development standards for the MF-24, Multi-Family Residential District (including the multifamily residential design standards set forth in Ordinance 2014-35). Upon submittal of deed restrictions required in Section 1.09 below, the Owner shall meet or exceed the Bulding Design Section of such
multifamily residential design standards. Any deviations from such multifamily residential design standards shall require approval of the City Council.

F. Additional Landscape Standards: In addition to the requirements of the City’s LDC, the following landscape standards shall be applicable to the development of the Project:
1. The use of drought tolerant, native landscape materials, xeriscaping, active or passive rainwater collection, or a combination thereof, is strongly encouraged for all portions of the Project.
2. Where feasible, native vegetation shall be preserved and remain undisturbed and shall be maintained consistent with any installed landscaping.
3. Where possible, trees that are intended for removal should be relocated utilizing accepted transplanting or relocation practices. Any trees that are relocated may be counted towards any required tree preservation credits.
4. A minimum of 25% of the total lot area of a NC, Neighborhood Commercial lot and 10% of the total lot area of a CC, Community Commercial lot shall be dedicated to landscaping. The Corporate Campus shall have a minimum of 15% of the total lot area dedicated to landscaping. All landscape areas on nonresidential lots shall be provided with an irrigation system designed by a Texas Licensed Irrigator consisting of one of, or a combination of, an automatic underground spray or drip irrigation system or a hose attachment. No irrigation shall be required for undisturbed natural areas or undisturbed existing trees.
5. Where a solid ground cover or lawn is proposed for the front yard of a residential lot, the use of an automatic spray or drip irrigation system is strongly encouraged. At a minimum, a hose attachment shall be required within 100 feet of all front yard landscaping to ensure proper hand watering/irrigation.
6. A minimum 100 foot wide tree preservation/open space landscape buffer setback shall be provided adjacent to the existing Fox Ridge single family residential subdivision along the northwest property line and along the portion of Purgatory Creek that borders the existing Settlement subdivision. The Conceptual Land Use Plan illustrates the location of this tree preservation/open space landscape buffer and provides GIS coordinates at various points along the buffer for reference. This tree preservation/open space landscape buffer is intended to serve as a buffer from the adjacent lots in the Fox Ridge and Settlement Subdivisions. The tree preservation/open space landscape buffer setback will be privately owned and maintained by the Property Owner. Unless otherwise approved through a Site Development Permit, there shall be no clearing, grading or public access within the tree preservation/open space landscape buffer setback area except as may be necessary to allow for the construction of a fence along a property line. The tree preservation/open space landscape buffer setback area shall be maintained free of all, trash, rubbish, debris or other similar nuisances and fire hazards in accordance with this agreement and the requirements of the City of San Marcos Code of Ordinances.
7. The boundary between the Residential 2 U/A area and southeastern most portion of the “Conservation or Open Space or Proposed Habitat (RHCP) Preserve” as illustrated on the Conceptual Land Use Plan and generally located between the existing Fox Ridge/Settlement subdivisions and the Residential 2 U/A area within the Project, south of Purgatory Creek, has been delineated with GIS coordinates as provided on the Conceptual Land Use Plan.

1.05 Public Infrastructure Improvements
A. The City hereby agrees to allow the extension, improvements of, and connections to City water and wastewater facilities to provide service to the Project up to a maximum of 4,000 service units equivalent. Owner anticipates that the Project will require 4,000 service units of water and wastewater from the City. At the time of execution of this Agreement, City anticipates that it will have sufficient water and wastewater capacity to serve the Project. City further acknowledges that its approval of any subdivision plat of property within the Project shall constitute a
representation by the City that it has sufficient water and wastewater capacity available to serve the platted lots at the time of plat approval.

B. All water and wastewater infrastructure required to serve the Project shall be designed and built to the City’s construction standards and in conformance with all rules, regulations and ordinances related to the construction and extension of water and wastewater utilities in effect at the time of submittal of construction plans and shall be subject to review and inspection by the City prior to acceptance.

C. The property owner/developer shall be responsible for the payment of all costs associated with the extension and improvements of infrastructure required to properly serve the development of the Property, which costs may be financed through the PID described in Section 1.05.B below. Prior to the acquisition of any off-site easements or rights-of-way the proposed utility alignments shall be approved by the City. The Owner is responsible for the acquisition of all necessary easements to serve the proposed development. In the event the Owner is unable to acquire an easement through reasonable commercial efforts the Owner may request the assistance of the City. Within 30 days of the receipt of a written request from the Owner, the City will commence an effort, exercising all powers available to the City as a Home Rule municipality, to acquire the necessary easements. The City will direct the work of an acquisition team, acceptable to the City and the Owner, contracted and paid by the Owner, in order to acquire the necessary easements.

D. Notwithstanding the foregoing, nothing herein shall be construed to prohibit the parties and/or adjacent developments or subdivisions from mutually agreeing to cost participate or oversize reimbursement on specifically defined infrastructure in accordance with applicable City and State requirements for such participation or reimbursement.

E. To ensure a high quality, attractive development, where feasible, all utility infrastructure, including but not limited to water, wastewater and electrical infrastructure, for the Project shall be placed underground. All utility appurtenances that are required to be above ground may be placed above ground as necessary to serve the development of the Property. All extensions shall be made in a public utility easement or public right-of-way (ROW).

F. The Owner hereby requests and supports the City expanding its water and wastewater Certificate of Convenience and Necessity areas as necessary to serve the development of the Project.

G. The City hereby acknowledges that the County authorized the creation of a Public Improvement District ("PID") on approximately 2,029 acres of the Existing Property (the "Existing PID") on September 23, 2014, pursuant to a County Resolution adopted pursuant to Chapter 372 of the Local Government Code (the "Existing PID Resolution"). If the Owner submits a petition to the County requesting that all or any portion of the remainder of the Property be added to the Existing PID or that a new PID be created for such portion of the remainder of the Property, the City hereby agrees to not oppose such petition.

H. The City hereby recognizes and acknowledges that oversizing of infrastructure improvements may be necessary to accommodate future growth and development of adjacent properties. In the event that oversizing is determined to be appropriate, the City shall enter into an agreement with the Owner in accordance with Section 7.1.3.1 of the Land Development Code.

I. The City and the County are willing to consider Chapter 380 and Chapter 381 economic development incentive agreements for the commercial portions of the Project. The terms, conditions, and amount of any incentive agreements shall be determined by separate agreement of the City, County, Owner, and/or applicable third parties.

J. Street Standards. All streets and roads within the Property shall be designed and constructed in conformance with the design guidelines and cross sections adopted by the City of San Marcos in accordance with Context Sensitive Street Design Standards. Alternative street design standards and cross sections for all streets may be utilized upon review and approval by the City and County Directors of Development Services at the time of detailed engineering and platting. Any decision of the City and County Directors of Development Services may be appealed to the Planning and Zoning Commission and the County Commissioners Court.
1.06 Impervious Cover
The maximum allowable impervious cover for the Property ("Permitted Maximum Allowable Property Impervious Cover") shall be 20% of the 2,422.996 acres of the gross area of the Property (which gross area expressly includes the 700.2 acres of gross area of the Conservation Habitat (RHCP) Preserve and the 91.5 acres of additional Purgatory Creek Open Space shown on the Conceptual Land Use Plan attached hereto as Exhibit "EB", regardless of whether Owner conveys a perpetual conservation or other easement or fee simple title to any portion of such areas to the City, the County, or any other governmental entity or conservation organization). The total Permitted Maximum Allowable Property Impervious Cover may be distributed throughout the Property or may be clustered as necessary provided that the total impervious cover on the 2,422.996 acres of the gross area of the Property does not exceed the Permitted Maximum Allowable Property Impervious Cover. If any portion of the Property is used for the right-of-way for Centerpoint Road, then the gross area of such portion of the Property and any impervious cover placed on such portion of the Property shall be excluded from all impervious cover calculations with respect to the remainder of the Property.

Clustering Incentives in accordance with Section 5.2.8 of the City’s LDC may be utilized within the Property subject to the City’s approval of a Qualified Watershed Protection Plan Phase 1 and shall be subject to review and approval of all applicable City of San Marcos permits including Watershed Protection Plans, Site Preparation Permits and Environmental and Geologic Assessments and shall be subject to all City of San Marcos and TCEQ regulations for buffering and protection of sensitive features, if any such features are identified on the Property.

1.07 Environmental, Water Quality & Detention Standards
The development of the Property shall comply with Chapter 5 of the Land Development Code as amended on March 4, 2014 and the associated City of San Marcos Storm Water Technical Manual; provided, however, that development of the Additional Property shall comply with Chapter 6 of the Land Development Code as amended on April 17, 2018 and the associated City of San Marcos Storm Water Technical Manual. No portion of the Project shall contain concrete storm water detention boxes. Development of the Property will adhere to a standard for removal of a minimum of 85% of the increase in Total Suspended Solids (TSS) after full development of the Property over the baseline existing conditions before development of the Property. The 85% TSS removal may be accomplished utilizing traditional best management practices (BMP’s), approved low-impact development (LID) practices, or a combination thereof. All BMP’s shall be designed and maintained by the Owner to achieve the performance standard of 85% TSS removal. BMP’s for treatment and detention of stormwater proposed for development of this Property may include, but shall not be limited to traditional BMP’s such as detention ponds, grass-lined swales, rain gardens, bioswales, biofiltration ponds and native drought-tolerant plants for landscaping or non-traditional, innovative BMP’s. The technical design of traditional BMP’s shall be in accordance with the City of San Marcos Storm Water Technical Manual. The use of innovative or non-traditional BMP’s shall be approved by the City and used within the Property when accompanied by supporting documentation (i.e. product research / testing or acceptance from other jurisdictions) illustrating the effectiveness of the BMP’s in achieving treatment standards identified herein. The technical design of innovative or non-traditional BMP’s shall be in accordance with supplied supporting documentation. Approved vegetative buffers and filters shall not include invasive species.

Low Impact Development (LID) techniques allow for greater development potential with less environmental impacts through the use of smarter designs and advanced technologies that achieve a better balance between conservation, growth, ecosystem protection, public health, and quality of life. Where feasible and practical to achieve maximum water quality standards, the development within the Property may incorporate various LID techniques, in one form or another, that work in conjunction with traditional BMP’s to achieve 85% TSS removal.
Development of the Property may incorporate pervious paving materials such as pervious pavers, pervious concrete (grasscrete or ecocrete) or other pervious paving materials where appropriate. For pervious paving materials used, technical documentation demonstrating the pervious nature of the specific system or systems as installed shall be provided and approved by the City. In the event that City approved pervious paving materials are utilized, the development of the Property shall receive credit towards the Permitted Maximum Allowable Impervious Cover.

During the construction process, stabilization and protection measures shall be utilized to limit site disturbance to the construction perimeter (the limits of construction). The type and adequacy of the erosion and sedimentation controls shall be subject to approval of the Director of Development Services prior to installation. All erosion and sedimentation controls shall be monitored and maintained at all times during the construction process. A combination of various approved erosion and sedimentation control measures will be implemented where appropriate.

Discharge of sediment from the construction site shall be minimized and controlled as per applicable City, State and Federal requirements. It shall be the responsibility of the Owner and its contractors to clean up any discharge of sedimentation from the Property. No construction shall begin until all required City Plans are approved and a stormwater pollution prevention plan (SWPPP) is produced by the Owner and approved by the City. An erosion and sedimentation control program shall include construction sequencing and sedimentation/erosion control measures to be implemented during construction. The type and adequacy of the erosion and sedimentation controls shall be subject to City approval prior to installation. All erosion and sedimentation controls shall be monitored and maintained at all times during the construction process, and shall be inspected on an appropriate frequency, as specified in the SWPPP, and results shall be available for inspection by the City at all times.

A full Water Pollution Abatement Plan (WPAP) including a geologic assessment and geotechnical report, prepared by a licensed third-party engineer and/or professional geologist selected by the Owner and approved by the City of San Marcos Director of Engineering and Capital Improvements, shall be provided by the Owner and approved by the City, prior to the approval of any final plat on the Property or any portion thereof. The WPAP documents shall include construction sequencing and detailed means and methods for drainage and sedimentation/erosion control measures to be implemented during construction. The type and adequacy of the erosion and sedimentation controls shall be subject to City approval prior to installation. All erosion and sedimentation controls shall be monitored and maintained at all times during the construction process, and shall be inspected on an appropriate frequency (as specified in the approved WPAP) by a qualified, third-party engineering inspector, and results shall be provided to the City following each inspection.

A maintenance agreement for the permanent BMPs on the Property written according to Sections 5.1.1.7 and 5.1.1.8 of the LDC shall be submitted. The maintenance agreement shall include provisions for testing and monitoring BMPs to make sure required volumes and other characteristics are still intact as originally designed. An easement for inspection and monitoring purposes in favor of an in a form acceptable to the City must be provided by the property owner.

1.08 Parkland and Open Space Dedication
A. In the event the Property is fully built out (i.e., the maximum 2,800 units under Section 1.04B is achieved across the entire property), the maximum total required parkland dedication shall be 35.64 acres. The development of the Property will meet or exceed all applicable parkland dedication requirements of the City. Except as may otherwise be permitted by the City, dedication of all or any portion of the required parkland shall occur in conjunction with the final plat on all or any portion of the Property.
B. All parkland, open space, sidewalks and trails, and designated amenities that are not owned and maintained by the Homeowners Association shall be open and available to the public, subject to any applicable rules and regulations of the U.S. Fish and Wildlife Service and the
RHCP. Access to the parkland and open space shall be provided at the time of subdivision platting.

C. In addition to the required public parkland dedication amount indicated above, a variety of private active and passive recreational facilities ranging from small neighborhood pocket parks to larger improved common areas or parks are envisioned. These facilities shall be connected through a pedestrian network consisting of sidewalks and/or trails. The Project’s network of trails will be approximately 10-14 miles and provide connectivity to the Purgatory Creek Natural Area with a small parking area at such time and in such location as determined by Owner and City.

   1. The minimum width for a sidewalk shall be six feet (6’).
   2. Sidewalks shall be constructed of concrete or asphalt.
   3. Sidewalks may be located adjacent to the street right-of-way and incorporated into an appropriate street cross-section.
   4. The minimum width for a trail shall be eight feet (8’).
   5. Trails may be constructed of concrete, asphalt, crushed granite, or other material common in trail construction.
   6. Trails may be located adjacent to the street right-of-way and be incorporated as part of an alternative street cross-section upon the approval by the Director of Development Services or may be constructed in open space areas or improved common areas.
   7. The location of sidewalks and trails shall be determined at the time of preliminary platting and development of infrastructure construction plans and shall be included as part of a Subdivision Improvement Agreement.

1.09 Deed Restrictions and Creation of Homeowner’s Association

The Owners shall create a homeowner’s association responsible for, among other things, enforcement of deed restrictions required under this Agreement. The homeowner’s association shall be created and deed restrictions recorded before commencement of any development on all or any portion of the Property. The deed restrictions shall be submitted to the City for review to determine consistency with this Agreement before recording. The homeowner’s association shall be duly authorized, under applicable laws, to enforce the deed restrictions against all owners and developers of land within the Property. Any deed restrictions, and amendments thereto, regulating development of the Property shall be recorded in the Official Public Records of Hays County, Texas. Any deed restrictions regulating development of the Property, and any amendments thereto, shall be subject to this Agreement. Such deed restrictions shall further include a statement that they are subject to this Agreement and that, in the event of a conflict between the deed restrictions and this Agreement, this Agreement shall govern.

1.10 Hays County Regional Habitat Conservation Plan & Endangered Species Act

Prior to any development activity as defined in the City’s LDC, the Owner shall comply with the Endangered Species Act, specifically related to the golden-cheeked warbler or black-capped vireo, by either obtaining approvals from the U.S. Fish and Wildlife Service or through voluntary participation in the Hays County Regional Habitat Conservation Plan (“RHCP”).

SECTION 2: MISCELLANEOUS PROVISIONS

2.01 Term

A. This Agreement shall commence and bind the Parties on the Effective Date and continue until all of the Property has been annexed for full purposes by the City (the “Term”), unless sooner terminated as provided in Section 2.01.C below. If, however, no progress toward completion of the Project, as defined under Section 245.005 of the Texas Local Government Code, is made within five (5) years of the date of this Agreement, this Agreement shall expire and Owner hereby agrees that any development of the Property shall comply with the ordinances in effect at the time the first plat application for any portion of the property is filed. This written
Agreement may be extended for additional terms as allowed by law upon mutual written agreement of the parties.

B. After the expiration or termination of this Agreement, this Agreement will be of no further force and effect.

C. This Agreement may be terminated or amended as to all or any portion of the Property at any time by mutual written agreement between the City and Owner.

2.02 Authority
This Agreement is entered into, in part, under the statutory authority of Section 212.172 of the Texas Local Government Code and the applicable provisions of the Texas Constitution and the laws of the State of Texas. By virtue of this Agreement, Owner agrees to authorize the full purpose annexation of the Property by the City subject to applicable provisions of Chapter 43 of the Texas Local Government Code and in accordance with the terms and conditions set forth in this Agreement.

2.03 Equivalent Substitute Obligation
If any Party is unable to meet an obligation under this Agreement due to a court order invalidating all or a portion of this Agreement, preemptive state or federal law, an imminent and bona fide threat to public safety that prevents performance or requires different performance, changed circumstances or subsequent conditions that would legally excuse performance under this Agreement, or any other reason beyond the Party’s reasonable and practical control, the Parties will cooperate to revise this Agreement to provide for an equivalent substitute right or obligation as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid and enforceable, or other additional or modified rights or obligations that will most nearly preserve each Party’s overall contractual benefit under this Agreement.

2.04 Cooperation
The Parties agree to execute and deliver all such other and further documents or instruments and undertake such other and further actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

2.05 Litigation
In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any action taken by the Parties hereunder, Owner and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement, but only to the extent each party determines, in its sole discretion, that its interests are aligned or not in conflict with the other party’s interests. The filing of any third-party lawsuit relating to this Agreement or the development of the Property will not delay, stop, or otherwise affect the development of the Property or the City’s processing or issuance of any approvals for the development of the Property, unless otherwise required by a court of competent jurisdiction. The City agrees not to stipulate or agree to the issuance of any court order that would impede or delay the City’s processing or issuance of approvals for the development of the Property.

2.06 Default
Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from the other Party. Upon the passage of thirty (30) business days without cure of the default, such Party shall be deemed to have defaulted for all purposes of this Agreement. In the event of a non-cured default, the non-defaulting Party shall have all the rights and remedies available under applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement, or to enforce the defaulting Party’s obligations under this Agreement by specific performance. Nothing herein shall prevent the Parties
from extending the above specified time frames for default and/or cure by mutual written agreement.

2.07 Governmental Powers; Waiver of Immunity
It is understood that by execution of this Agreement the City does not waive or surrender any of its governmental powers, immunities or rights.

2.08 Governing Law and Venue
The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas. The City and the Owner further agree that all actions to be performed under this Agreement are performable in Hays County, Texas.

2.09 Attorney's Fees
If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees from the other Party. The amount of fees recoverable under this paragraph may be set by the court in the trial of the underlying action or may be enforced in a separate action brought for that purpose, and any fees recovered shall be in addition to any other relief that may be awarded.

2.10 Entire Agreement
This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous written or oral understandings or representations of the Parties with respect to this Agreement, including superseding the Existing Development Agreement.

2.11 Exhibits/Amendment
All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim. This Agreement may be amended only by mutual agreement of the Parties and in accordance with the applicable procedures outlined in Section 1.4.2.6(c) the City's LDC.

2.12 Severability
If any section, subsection, sentence, clause, phrase, paragraph, part or provision of this Agreement be declared by a court of competent jurisdiction to be invalid, illegal, unconstitutional or unenforceable in any respect, such unenforceability, unconstitutionality, illegality or invalidity shall not affect any of the remaining sections, subsections, sentences, clauses, phrases, paragraphs, parts or provisions of this Agreement as a whole, or in any part, since the same would have been enacted by the City Council without the incorporation in this Agreement of any such invalid, illegal, unconstitutional or unenforceable section, subsection, sentence, clause, phrase, paragraph, part or provision.

2.13 Interpretation
Wherever required by the context, the singular shall include the plural, and the plural shall include the singular.

2.14 Notice
Any notice, request or other communication required or permitted by this Agreement shall be in writing and may be affected by overnight courier or hand delivery, or by sending said notice by registered or certified mail, postage prepaid, return receipt requested, and addressed to the Parties as set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.
Any notice mailed to the City shall be addressed to:

City Manager
City of San Marcos
630 E. Hopkins Street
San Marcos, Texas  78666

Any notice mailed to the County shall be addressed to:

Director of Development Services
Hays County
2171 Yarrington Road
San Marcos, TX 78666

Any notice mailed to LOR, LCSM Ph. 1-1, LCSM Ph.1-2, LCSM Ph. 2, LCSM Ph. 3, La Cima Commercial, LCSM WW or LCSM West shall be addressed to:

c/o Dubois, Bryant & Campbell, LLP
Attn: Mr. Bryan W. Lee, Manager
303 Colorado, Suite 2300
Austin, Texas  78701

2.15 Force Majeure
Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike.

2.16 Assignment
As of the Effective Date, Owner owns the Property. Owner may assign its rights and obligations under this Agreement to any third party (ies) only after providing written notice of assignment to the City. The terms of this Agreement shall be covenants running with the land and binding on successors and assigns.

2.17 Signatures
The City represents that this Agreement has been approved and duly adopted by the City Council of the City in accordance with all applicable public meeting and public notice requirements including, but not limited to, notices required by the Texas Open Meetings Act, and that the individual executing this Agreement on behalf of the City has been authorized to do so. Owner represents and warrants that this Agreement has been approved by appropriate action of Owner and that the individual executing this Agreement on behalf of Owner has been authorized to do so.

2.18 Successors and Assigns and Recordation
The terms of this Agreement shall be covenants running with the land and binding on successors and assigns. Pursuant to the requirements of Section 212.172(f), Local Government Code, this Agreement shall be recorded in the official public records of Hays County, Texas. The terms of this Agreement shall be binding upon: (a) the Parties; (b) the Parties’ successors and assigns; (c) the Property; and (d) future owners of all or any portion of the Property. Notwithstanding the foregoing, however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property except for land use and development regulations within this Agreement that apply to specific lots, including architectural, environmental and water quality, landscaping and setback and dimensional standards, and impervious cover limits, together with applicable rights of enforcement in this Agreement as to such land use and development regulations.

2.19 Counterpart Originals

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3128657.1

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This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

[Signature Page Follows]
EXECUTED to be effective as of the Effective Date first stated above.

CITY OF SAN MARCOS, TEXAS

By: _____________________________
Name: _____________________________
Title: _____________________________

HAYS COUNTY, TEXAS

By: _____________________________
Name: _____________________________
Title: _____________________________

LAZY OAKS RANCH, LP, a Texas Limited Partnership

By: Lazy Oaks GP, LLC, its general partner

By: _____________________________
Bryan W. Lee
Its: Manager

LCSM PH. 1-1, LLC, a Texas Limited Liability Company

By: _____________________________
Name: Bryan W. Lee
Title: Manager

LCSM PH. 1-2, LLC, a Texas Limited Liability Company

By: _____________________________
Name: Bryan W. Lee
Title: Manager

LCSM PH. 2, LLC, a Texas Limited Liability Company

By: _____________________________
Name: Bryan W. Lee
Title: Manager
LCSM PH. 3, LLC, a Texas Limited Liability Company

By: ______________________________
Name: Bryan W. Lee
Title: Manager

LA CIMA COMMERCIAL, LP, a Texas Limited Partnership

By: La Commercial GP, LLC, its general partner

By: ______________________________
Name: Bryan W. Lee
Title: Manager

LCSM WW, LLC, a Texas Limited Liability Company

By: ______________________________
Name: Bryan W. Lee
Title: Manager

LCSM WEST, LP, a Texas Limited Partnership

By: LCSM West GP, LLC, its general partner

By: ______________________________
Name: Bryan W. Lee
Title: Manager
Acknowledgements

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on __________, 2018, by Bryan W. Lee, Manager, of Lazy Oaks GP, LLC, general partner of Lazy Oaks Ranch, L.P., a Texas Limited Partnership, in such capacity, on behalf of said entities.

______________________________
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on __________, 2018, by Bryan W. Lee, Manager, of LCSM Ph. 1-1, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.

______________________________
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on __________, 2018, by Bryan W. Lee, Manager, of LCSM Ph. 1-2, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.

______________________________
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on __________, 2018, by Bryan W. Lee, Manager, of LCSM Ph. 2, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.

______________________________
Notary Public, State of Texas

3128657.1
2934517.4
This instrument was acknowledged before me on ______, ______, by Bryan W. Lee, Manager, of LCSM Ph. 3, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.

______________________________
Notary Public, State of Texas

This instrument was acknowledged before me on ______, 2020, by Bryan W. Lee, Manager, of La Cima Commercial GP, LLC, general partner of La Cima Commercial, LP, a Texas Limited Partnership, in such capacity, on behalf of said entities.

______________________________
Notary Public, State of Texas

This instrument was acknowledged before me on ______, 2020, by Bryan W. Lee, Manager, of LCSM WW, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.
This instrument was acknowledged before me on ______, 2018, by Bryan W. Lee, Manager, of LCSM West GP, LLC, general partner of LCSM West, LP, a Texas Limited Partnership, in such capacity, on behalf of said entities.

______________________________
Notary Public, State of Texas
This instrument was acknowledged before me on ____________, 2020, by ____________, City Manager of the City of San Marcos, in such capacity, on behalf of said entity.

______________________________
Notary Public, State of Texas
This instrument was acknowledged before me on _________, 2020, by ________, ________ of Hays County, in such capacity, on behalf of said entity.

Notary Public, State of Texas
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TRACTION DESCRIPTIONS

TRACT "A": 649.592 ACRES, SAVE AND EXCEPT 5.000 ACRES, 5.000 ACRES AND 5.000 ACRES (634.592 ACRES TOTAL)


TRACT "B": 1388.17 ACRES, SAVE AND EXCEPT 23.823 ACRES (1364.347 ACRES TOTAL)

1388.17 ACRES OF LAND SITUATED IN THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419 AND THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, BOTH OF HAYS COUNTY, TEXAS; SAID 1388.17 ACRES DESCRIBED AS "TRACT ONE" IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM BAT PARTNERS, LTD. TO LAZY OAKS RANCH, LP., OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

SAVE AND EXCEPT

23.823 ACRES OF LAND SITUATED IN THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419, HAYS COUNTY, TEXAS; SAID 23.823 ACRES DESCRIBED IN GENERAL WARRANTY DEED FROM LAZY OAKS RANCH, LP, TO SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC., OF RECORD IN VOLUME 5038, PAGE 689, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

TRACT "C": 8.73 ACRES, SAVE AND EXCEPT 2.467 ACRES (6.263 ACRES TOTAL)

8.73 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490 AND THE JOHN MAXIMILIAN, JR. SURVEY NO. 15, ABSTRACT NO. 299, BOTH OF HAYS COUNTY, TEXAS; SAID 8.73 ACRES DESCRIBED AS "TRACT TWO" IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM BAT PARTNERS, LTD. TO LAZY OAKS RANCH, L.P., OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

SAVE AND EXCEPT
Freeman Ranch/Lazy Oaks Ranch
William Smithson Survey, A-419
John Williams Survey, A-490
John Maximilian, Jr. Survey No. 15, A-299
Lydia Glasgow Survey No. 14, A-188
Hays County, Texas

2.467 ACRES OF LAND SITUATED IN THE JOHN MAXIMILIAN, JR. SURVEY NO. 15, ABSTRACT NO. 299 AND THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, HAYS COUNTY, TEXAS; SAID 2.467 ACRES DESCRIBED IN GENERAL WARRANTY DEED FROM LAZY OAKS RANCH, LP, TO SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC., OF RECORD IN VOLUME 5038, PAGE 689, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

TRACT “D”: 23.823 ACRES

23.823 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, THE PATRICK McGREAL SURVEY, ASBSTRAT NO. 308 AND THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419, ALL OF HAYS COUNTY, TEXAS; SAID 23.823 ACRES DESCRIBED IN GENERAL WARRANTY DEED FROM SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC. TO LAZY OAKS RANCH, L.P., OF RECORD IN VOLUME 5038, PAGE 698, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

SAVE AND EXCEPT “TRACT 1”: 5.000 ACRES

DESCRIPTION OF 5.000 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CALLED 659.9 ACRE TRACT (ONE HALF UNDIVIDED INTEREST), DESCRIBED IN THE SPECIAL WARRANTY DEED FROM HAROLD M. FREEMAN, A SINGLE MAN, TO FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN (DECEASED), OF RECORD IN VOLUME 359, PAGE 863, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 5.000 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a leaning 1/2-inch iron rod found at the south corner of a called 4.337 acre tract designated as “Tract One” and described in the Warranty Deed to the City of San Marcos of record in Volume 1080, Page 874, Official Public Records of Hays County, Texas, same being a re-entrant corner in the northwest line of the said 659.9 acre remainder tract, for an angle point in the northeast line and the POINT OF BEGINNING of the tract described herein;

THENCE through the interior of the said 659.9 acre remainder tract and with the east, southeast, southwest, and northwest lines of the tract described herein, the following four (4) courses and distances:

1. S 06°45′16″ E, a distance of 189.51 feet to a calculated point for the east corner of the tract described herein,
2. S 42°59′13″ W, a distance of 595.64 feet to a calculated point for the south corner of the tract described herein,
3. N 45°07′08″ W, a distance of 316.85 feet to a calculated point in the east line of an electric transmission/distribution line easement of variable width described in the deed to the
Lower Colorado River Authority (LCRA), of record in Volume 242, Page 699, Deed Records of Hays County, Texas, for the west corner of the tract described herein, and

4. N 42°48'10" E, with the east line of the said LCRA easement, a distance of 708.83 feet to a calculated point in the northwest line of the said 659.9 acre remainder tract and the southwest line of the said 4.337 acre tract, being the northeast corner of the said LCRA easement, for the north corner of the tract described herein, from which a 1/2-inch iron rod found in the southeast line of that certain called 8.73 acre tract, designated as "Tract Two" and described in the Special Warranty Deed to Lazy Oaks Ranch, LP, of record in Volume 3772, Page 231, Official Public Records of Hays County, Texas, same being a north corner of the said 659.9 acre remainder tract and the north corner of the said LCRA easement, same being the west corner of the said 4.337 acre tract, bears N 46°37'22" W, a distance of 125.70 feet;

THENCE S 46°37'22" E, with the northeast line of the said 659.9 acre remainder tract, the southwest line of the said 4.337 acre tract, and the northeast line of the tract described herein, a distance of 174.33 feet to the POINT OF BEGINNING and containing 5.000 acres of land, more or less.

SAVE AND EXCEPT "TRACT 2": 5.000 ACRES

DESCRIPTION OF 5.000 ACRES OF LAND Situated in the John Williams Survey, Abstract No. 490, Hays County, Texas; being a portion of the Remainder of that called 659.9 acre tract (one half undivided interest), described in the Special Warranty Deed from Harold M. Freeman, a single man, to Frost National Bank, Independent Executor & Trustee under the will of Joseph Freeman (deceased), of record in Volume 359, Page 863, Deed Records of Hays County, Texas; said 5.000 acres as Surveyed by Bowman Consulting Group, Ltd., and shown on the accompanying sketch, being more particularly described by Metes and Bounds as follows:

COMMENCING at a 6-inch cedar fence corner post found at an angle point in the southeast line of the said 659.9 acre remainder tract, same being an angle point in the southwest line of the remainder of that called 114 acre tract described as "Tract 1" in the Executor's Deed to Marla D. Sams and Marvin C. Wills, Jr., Co-Trustees of the Marvin C. Wills Family Trust, of record in Volume 3394, Page 424, Official Public Records of Hays County, Texas, for the most northerly corner of that called 311.74 acre tract described in the Warranty Deed to Claud Kern Wildenthal, of record in Volume 1385, Page 398, Official Public Records of Hays County, Texas, and from which an 8' dead cedar tree found at the most westerly corner of the said 114 acre remainder tract, being an angle point in the southeast line of the said 659.9 acre remainder tract, bears N 29°29'12" W, a distance of 59.58 feet;

THENCE with a portion of the southeast line of the said 659.9 acre remainder tract, also with the northwest line of the said 311.74 acre tract, the following four (4) courses and distances:

1. S 43°09'44" W, a distance of 155.92 feet to a 6-inch cedar fence post found for an angle point,
2. S 44°10'39" W, a distance of 216.46 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set for an angle point,

3. S 45°16'39" W, a distance of 951.78 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set for an angle point, and

4. S 45°32'23" W, a distance of 510.96 feet to a calculated point at the southwest corner of an electric transmission/distribution line easement of variable width described in the deed to the Lower Colorado River Authority (LCRA), of record in Volume 242, Page 699, Deed Records of Hays County, Texas, for the southeast corner and the POINT OF BEGINNING of the tract described herein;

THENCE S 45°32'23" W, continuing with a portion of the southeast line of the said 659.9 acre remainder tract and the northwest line of the said 311.74 acre tract, also with the southeast line of the tract described herein, a distance of 325.12 feet to a calculated point for the south corner of the tract described herein, from which a 6-inch cedar fence post found at an angle point in the southeast line of the said 659.9 acre remainder tract and the northwest line of the said 311.74 acre tract, bears S 45°32'23" W, a distance of 6348.00 feet;

THENCE leaving the northwest line of the said 311.74 acre tract and through the interior of the said 659.9 acre remainder tract, with the southwest, northwest and east lines of the tract described herein, the following three (3) courses and distances:

1. N 44°27'37" W, a distance of 400.00 feet to a calculated point for the west corner of the tract described herein,

2. N 45°32'23" E, a distance of 763.89 feet to a calculated point in the west line of the said LCRA easement, for the north corner of the tract described herein, and

3. S 03°11'10" W, with the west line of the said LCRA easement and the east line of the tract described herein, a distance of 593.73 feet to the POINT OF BEGINNING and containing 5.000 acres of land, more or less.

SAVE AND EXCEPT "TRACT 3": 5.000 ACRES

DESCRIPTION OF 5.000 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CALLED 659.9 ACRE TRACT (ONE HALF UNDIVIDED INTEREST), DESCRIBED IN THE SPECIAL WARRANTY DEED FROM HAROLD M. FREEMAN, A SINGLE MAN, TO FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN (DECEASED), OF RECORD IN VOLUME 359, PAGE 863, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 5.000 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3-1/2 inch metal fence corner post found near the top of a bluff and the approximate location of the north bank of Purgatory Creek, being the most southerly corner of the
said 659.9 acre remainder tract and the most westerly corner of that certain called 311.74 acre tract described in the Warranty Deed to Claud Kern Wildenthal, of record in Volume 1385, Page 398, Official Public Records of Hays County, Texas, same being an angle point in the northerly line of that certain called 521.55 acre tract described in the Special Warranty Deed to Dixie C. Lenz, Rita K. Steilte, and Medora C. Pratt, in equal undivided shares, of record in Volume 4517, Page 277, Official Public Records of Hays County, Texas;

THENCE with a portion of the southeast line of the said 659.9 acre remainder tract and the northwest line of the said 311.74 acre tract, the following three (3) courses and distances:

1. N 45° 43' 43" E, a distance of 606.75 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set for an angle point,

2. N 44° 57' 33" E, a distance of 408.78 feet to a 6-inch cedar fence corner post found at an angle point, and

3. N 45° 32' 23" E, a distance of 1466.74 feet to a calculated point for the south corner and

the POINT OF BEGINNING of the tract described herein;

THENCE leaving the northwest line of the said 311.74 acre tract and through the interior of the said 659.9 acre remainder tract, with the southwest, northwest and east lines of the tract described herein, the following three (3) courses and distances:

1. N 44° 27' 37" W, a distance of 400.00 feet to a calculated point for the west corner of the tract described herein,

2. N 45° 32' 23" E, a distance of 678.61 feet to a calculated point in the west line of a 15 foot wide electric distribution line easement described in the deed to Pedernales Electric Cooperative, Inc., of record in Volume 401, Page 813, Deed Records of Hays County, Texas, for the north corner of the tract described herein, and

3. S 10° 37' 01" E, with the west line of the said Pedernales easement, a distance of 481.60 feet to a calculated point in the southeast line of the said 659.9 acre remainder tract and the northwest line of the said 311.74 acre tract, for the southeast corner of the tract described herein, from which a 1/2-inch iron rod with plastic cap stamped "BCG" set for an angle point in the southeast line of the said 659.9 acre remainder tract and an angle point in the northwest line of the said 311.74 acre tract, bears N 45° 32' 23" E, a distance of 5306.95 feet;

THENCE S 45° 32' 23" W, with a portion of the southeast line of the said 659.9 acre remainder tract and the northwest line of the said 311.74 acre tract, also with the southeast line of the tract described herein, a distance of 410.39 feet to the POINT OF BEGINNING and containing 5.000 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN1574R2(dz)
HAYS COUNTY, TEXAS

A
FROST BANK (FORMERLY KNOWN AS THE FROST NATIONAL BANK), TRUSTEE OF THE FREEMAN EDUCATIONAL FOUNDATION CREATED UNDER THE WILL OF JOSEPH FREEMAN, DECEASED TO LAZY OAKS RANCH, LP 649.592 ACRES VOL. 4877, PG. 632 OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TX (SHOWN AS SOLID HATCH)

B
BAT PARTNERS, LTD. TO LAZY OAKS RANCH, L.P. TRACT ONE: 1368.17 ACRES VOL. 3772, PG. 231 NOVEMBER 13, 2009 OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TX (SHOWN AS DOT HATCH)

C
BAT PARTNERS, LTD. TO LAZY OAKS RANCH, L.P. TRACT TWO: 8.73 ACRES VOL. 3772, PG. 231 NOVEMBER 13, 2009 OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TX (SHOWN AS SLANT HATCH)

D
SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC. TO LAZY OAKS RANCH, L.P. 23.823 ACRES VOL. 5038, PG. 698 OCTOBER 06, 2014 OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TX (SHOWN AS HEX HATCH)
FIELD NOTES DESCRIPTION - TRACT 2 1.150 ACRES

DESCRIPTION OF 1.150 ACRES OF LAND SITUATED IN THE LYDIA GLASGOW SURVEY NO. 14, ABSTRACT NO. 188, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CALLED 659.9 ACRE TRACT (ONE HALF UNDIVIDED INTEREST), DESCRIBED IN THE SPECIAL WARRANTY DEED FROM HAROLD M. FREEMAN, A SINGLE MAN, TO FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN (DECEASED), OF RECORD IN VOLUME 359, PAGE 863, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 1.150 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the interior of R.M. Highway No. 12 (R.O.W. varies), being the common north corner of that called 4.337 acre tract described as "Tract One" in the Warranty Deed to the City of San Marcos, of record in Volume 1080, Page 874, Official Public Records of Hays County, Texas, and that called 0.464 acre tract described as "Parcel 65" in Exhibit "C" in the Special Warranty Deed to the County of Hays, of record in Volume 4264, Page 511, Official Public Records of Hays County, Texas, being the northwest corner of that called 0.14 acre tract described as "Easement Tract IV" in the Easement Agreement between The Frost National Bank, Trustee of the Joseph Freeman Testamentary Trust, and the City of San Marcos, of record in Volume 1239, Page 104, Official Public Records of Hays County, Texas;

THENCE S 66°45'57" E, through the interior of said R.M. Highway No. 12, with the north line of said 0.464 acre tract and said 0.14 acre easement tract, also with a portion of the north lines of said 6.4500 acre tract and that called 0.611 acre tract described as "Easement Tract III" in said Easement Agreement of record in Volume 1239, Page 104, passing at a distance of 451.60 feet a TXDOT type II monument found for the common north corner of said 0.464 acre tract and that called 6.4500 acre tract of land described in the Special Warranty Deed to the City of San Marcos, of record in Volume 3100, Page 712, Official Public Records of Hays County, Texas, continuing for a total distance of 1336.77 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found at the intersection of the south right-of-way line of said R.M. Highway No. 12 with the east right-of-way line of said Wonder World Drive, for the POINT OF BEGINNING, being an angle point in the northerly line of said 659.9 acre remainder tract and also an angle point in the northerly line of said 6.4500 acre tract, for the northwest corner of the tract described herein;

THENCE S 66°45'57" E, continuing with the north line of said 0.611 acre easement tract and also with the south right-of-way line of said R.M. Highway No. 12 and a portion of the north line of said 659.9 acre remainder tract, with the north line of the tract described herein, a distance of 544.90 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found at the intersection of the south right-of-way line of said R.M. Highway No. 12 with the north right-of-way line of Old Ranch Road 12 (R.O.W. varies), being an angle point in the northerly lines of said 659.9 acre remainder tract and said 6.4500 acre tract, for the northeast corner of the tract described herein;

THENCE leaving the south right-of-way line of said R.M. Highway No. 12 and the north line of said 0.611 acre easement tract, with the curving north right-of-way line of said Old Ranch Road 12, also with the curving northerly interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, for the east line of the tract described herein, the following three (3) courses and distances:

1. with the arc of a curve to the left, having a radius of 560.00 feet, an arc length of 174.70 feet, and a chord which bears S 68°05'29" W, a distance of 173.99 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found,

2. S 58°43'50" W, a distance of 47.47 feet to a TXDOT type II monument found, and

3. S 75°23'37" W, a distance of 54.82 feet to a TXDOT type II monument found at the intersection of the north right-of-way line of said Old Ranch Road 12 with the east right-of-way of said Wonder World Drive, being an angle point in the interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, for the most southerly corner of the tract described herein;

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1.150 Acres
Lydia Glasgow Survey No. 14, A-188
Hays County, Texas

THENCE leaving the north right-of-way line of said Old Ranch Road 12 and with the east right-of-way line of said Wonder World Drive, also with the interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, with the west line of the tract described herein, with the arc of a curve to the left, having a radius of 1997.36 feet, an arc length of 402.79 feet, and a chord which bears N 37°39'28" W, a distance of 402.11 feet to the POINT OF BEGINNING and containing 1.150 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN1548B(clw)

THE STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS §

That I, Cara L. Williams, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the months of December 2013 and January 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 5th day of February 2014, A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

Cara L. Williams
Registered Professional Land Surveyor
No. 6336 – State of Texas
FIELD NOTES DESCRIPTION - TRACT 3 2.303 ACRES

DESCRIPTION OF 2.303 ACRES OF LAND SITUATED IN THE LYDIA GLASGOW SURVEY NO. 14, ABSTRACT NO. 188, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CALLED 659.9 ACRE TRACT (ONE HALF UNDIVIDED INTEREST), DESCRIBED IN THE SPECIAL WARRANTY DEED FROM HAROLD M. FREEMAN, A SINGLE MAN, TO FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN (DECEASED), OF RECORD IN VOLUME 359, PAGE 863, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 653.045 ACRES BEING COMPRISED OF TRACT 1 (649.592 ACRES), TRACT 2 (1.150 ACRES) AND TRACT 3 (2.303 ACRES), AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found in the east right-of-way line of said Wonder World Drive, being an angle point in the northerly line of said 659.9 acre remainder tract and an angle point in the easterly line of that called 6.4500 acre tract of land described in the Special Warranty Deed to the City of San Marcos, of record in Volume 3100, Page 712, Official Public Records of Hays County, Texas, same being the most northerly corner of that called 6.8059 acre tract of land described in the Special Warranty Deed to the City of San Marcos, of record in Volume 3197, Page 401, Official Public Records of Hays County, Texas, same being an angle point in the westerly line of that called 114 acre tract described as "Tract 1" in the Executor's Deed to Marla D. Sams & Marvin C. Wills, Jr., Co-Trustees of the Marvin C. Wills Family Trust, of record in Volume 3394, Page 424, Official Public Records of Hays County, Texas, for the most southerly corner and POINT OF BEGINNING of the tract described herein, from which a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found in the west right-of-way line of said Wonder World Drive, being an angle point in the northerly line of said 659.9 acre remainder tract, same being the most southerly corner of said 6.4500 acre tract, same being the northwest corner of said 6.8059 acre tract, bears S 35°27'05" W, a distance of 243.79 feet;

THENCE with the east right-of-way line of said Wonder World Drive, also with the interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, with the west line of the tract described herein, the following two (2) courses and distances:

1. N 19°34'42" W, a distance of 83.03 feet to a TXDOT type II monument found at the beginning of a curve to the left,
2. with the arc of said curve to the left, having a radius of 2009.86 feet, an arc length of 276.89 feet, and a chord which bears N 23°34'40" W, a distance of 276.67 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set at the intersection of the east right-of-way line of said Wonder World Drive with the south right-of-way line of said Old Ranch Road 12, being an angle point in the interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, for the most westerly corner of the tract described herein;

THENCE leaving the east right-of-way line of said Wonder World Drive and with the south right-of-way line of said Old Ranch Road 12, also with the interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, with the north line of the tract described herein, the following three (3) courses and distances:

1. N 37°48'08" E, a distance of 46.59 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found,
2. N 58°50'07" E, a distance of 47.11 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found at the beginning of a curve to the right, and
3. with the arc of said curve to the right, having a radius of 440.00 feet, an arc length of 390.22 feet, and a chord which bears N 84°25'07" E, a distance of 377.56 feet to a painted hole found in concrete being the most easterly corner of said 6.4500 acre tract and an angle point in the easterly
line of said 659.9 acre remainder tract, also being in the west line of said 114 acre remainder tract, for the most easterly corner of the tract described herein,

THENCE S 35°28'03" W, with a portion of the east line of said 659.9 acre remainder tract and also with a portion of the west line of said 114 acre remainder tract, with the east line of the tract described herein, a distance of 527.61 feet to the POINT OF BEGINNING and containing 2.303 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN1548C(clw)

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS

That I, Cara L. Williams, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the months of December 2013 and January 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 5TH day of January 2014, A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

Cara L. Williams
Registered Professional Land Surveyor
No. 6336 – State of Texas

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DESCRIPTION OF 390.52 ACRES, MORE OR LESS, OF LAND AREA IN THE WILLIAM
BURKE SURVEY, ABSTRACT NO. 68, HAYS COUNTY, TEXAS, BEING A PORTION OF
THAT TRACT DESCRIBED AS 515.964 ACRES IN A DEED FROM V & H ROBINSON
RANCHES, LTD. TO W. L. WOOTAN ET UX DATED DECEMBER 9, 1998 AND RECORDED
IN HAYS COUNTY DOCUMENT NO. 9920197 OF THE HAYS COUNTY OFFICIAL PUBLIC
RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS
FOLLOWS:

BEGINNING at an 8" Cedar fence corner post in the northeast line of the Jonathan Scott Survey,
Abstract No. 430 for the approximate west corner of the William Burke Survey, Abstract No. 68 and for
the south corner of the G. W. A. Colton, Abstract No. 95 and for the northerly-west corner of the
Wootan tract, and being in the northeast line of that 1422.46 acre tract described in a deed from Milton H.
West et ux to MHW Operations Ltd. dated December 28, 2000 and recorded in Volume 1754, Page 588
of the Hays County Official Public Records, and being the south corner of the Bridlewood Ranches,
Section 2, a subdivision recorded in Volume 11, Page 69 of the Hays County Plat Records;

THENENCE leaving the Scott Survey, the MHW Operations 1422.46 acre tract, and the PLACE OF
BEGINNING as shown on that plat numbered 27873-17-2-d dated March 22, 2017 as prepared for
Wootan Family Estate by Byrn & Associates, Inc. of San Marcos, Texas with the common northwest line
of the Burke Survey and the Wootan tract and southeast line of the Colton Survey and Bridlewood
Ranches, Section 2, as fenced and used upon the ground, the following six courses:

1. N 47° 38' 55" E 424.80 feet to an angle point,

2. N 46° 40' 52" E 282.88 feet to a 6" Cedar post for an angle point,

3. N 44° 51' 43" E 557.74 feet to an 8" Cedar post for an angle point,

4. N 46° 16' 27" E 548.58 feet to a 4" Cedar post for an angle point,

5. N 45° 46' 36" E 604.71 feet to a 4" Cedar post for an angle point, and

6. N 45°18' 03" E 260.56 feet to a 1/2" iron rod found with a plastic cap stamped "B&G" for the
north corner of this tract and the west corner of that 1388.17 acre tract described in a deed
from BAT Partners, Ltd. to Lazy Oaks Ranch, LP dated November 13, 2009 and recorded in
Volume 3772, Page 231 of the Hays County Official Public Records;
THENCE leaving the Colton Survey and Bridlewood Ranch tract and entering the Burke Survey with the common northeast line of the Wootan tract and southwest line of the Lazy Oaks Ranch tract as fenced, the following five courses:

1. S 21° 03' 09" E 169.44 feet to a triple 5" Elm tree for an angle point,

2. S 15° 51' 32" E 479.74 feet to a 10" Live Oak tree for an angle point,

3. S 15° 05' 56" E 382.38 feet to a 3" Cedar post for an angle point,

4. S 17° 43' 48"E 393.12 feet to an 8" Live Oak tree for an angle point, and

5. S 24°52' 31" E 288.56 feet to a 1/2" iron rod set for an angle point;

THENCE leaving fence, and continuing with said common line S 54° 00' 57" E 5744.26 feet to a 1/2" iron rod set in fence in the southeast line of the Burke Survey for the east corner of the Wootan tract and south corner of the Lazy Oaks Ranch tract and being in the northwest line of the John Williams Survey, Abstract No. 490 and that 100 acre tract described in a deed from Rita P. Steitle to Rita P. Steitle et vir dated May 27, 2015 and recorded in Volume 5249, Page 252 of the Hays County Official Public Records;

THENCE with the common southeast line of the Burke Survey and the Wootan tract and northwest line of the Williams Survey and Steitle tract, as fenced and agreed to in a boundary line agreement between J. H. Robinson and E. E. Posey dated May 24, 1942 and recorded in Volume 124, Page 496 of the Hays County Deed Records, the following four courses:

1. S 44° 50' 55" W 648.35 feet to a 4" Cedar post for an angle point,

2. S 45° 15' 06" W 472.53 feet to a 12" Live Oak tree for an angle point,

3. S 48°27' 47" W 112.04 feet to a 20" Live Oak tree for an angle point, and

4. S 41° 06' 56" W 95.25 feet to an 8" Cedar corner post for the west corner of the Williams Survey and Steitle tract and the north corner of the Isaac Lower Survey, Abstract N. 287 and that 248.18 acre tract - Exhibit A - described in a deed from George R. Williams et al to George R. Williams et al dated July 26, 2012 and recorded in Volume 4402, Page 461 of the Hays County Official Public Records;

THENCE leaving the Steitle tract with the common southeast line of the Burke Survey and the Wootan tract and northwest line of the Lowe Survey and the Williams 248.18 acre tract, as fenced and used, the following nine courses:
1. S 45° 23' 08" W 792.32 feet to a 12" Cedar tree for an angle point,
2. S 45° 44' 41" W 239.94 feet to a 24" Live Oak tree for an angle point,
3. S 61° 50' 25" W 145.68 feet to an 8" Live Oak tree for an angle point,
4. S 69° 03' 13" W 37.17 feet to a 16" Cedar tree for an angle point,
5. S 75° 18' 47" W 41.96 feet to a 10" Live Oak tree for an angle point,
6. S 64° 57' 31" W 41.05 feet to a 14" Live Oak tree for an angle point,
7. S 54° 42' 38" W 43.53 feet to a 16" Live Oak tree for an angle point,
8. S 47° 50' 55" W 38.51 feet to an 8" Live Oak tree for an angle point, and
9. S 43° 42' 13" W 143.87 feet to a 6" Cedar corner post for an interior corner in the east line of
   the Wootan tract and west corner of the Williams 248.18 acre tract;

THENCE crossing the Wootan tract S 44° 24' 40" W 26.23 feet to an 8" creosote post for an interior
corner in the west line of the Wootan tract and the east corner of the aforereferenced MHW Operations
1422.46 acre tract, as fenced and used upon the ground, and being the south corner of this tract;

THENCE with the common southwest line of the Wootan tract and northeast line of the MHW
Operations tract, as fenced and used upon the ground, the following two courses:

1. N 25° 25' 07" W 23.14 feet to an 8" creosote fence post and
2. N 44° 38' 00" W (being the Bearing Basis for this description) 7118.29 feet to the PLACE
   OF BEGINNING. There are contained within these metes and bounds 390.52 acres, more or less, of
   land area as prepared from public records and a survey made on the ground on during March, 2017 by
   Byrn & Associates, Inc. of San Marcos. All 1/2" iron rods set are capped with a plastic cap stamped
   "Byrn Survey".

Client: Wootan Family Estate
Date: April 4, 2017
Survey: Burke, William, A-68
County: Hays, Texas
Job No: 27373-17
FND 390.52 ac

David C. Williamson, R.P.L.S. #4190

Page 3 of 3
FIELD NOTES DESCRIPTION

DESCRIPTION OF 14.062 ACRES (312,548 SQUARE FEET) OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT No. 490 AND THE LYDIA GLASGOW SURVEY No. 14, ABSTRACT No. 188, HAYS COUNTY, TEXAS; BEING A PORTION OF TRACT 1: (a) 114 ACRES CONVEYED TO MARCIE B. WILLS, ET. AL., RECORDED IN TRUST DISTRIBUTION DEED INSTRUMENT No. 16043487, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS (O.P.R.H.C.TX.); SAID 14.062 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on the northeasterly right-of-way line of Wonder World Drive (right-of-way width varies), at the southwesterly corner of the herein described tract and being a common corner to a 2.303 acre tract conveyed to Lazy Oaks Ranch, LP, recorded in Volume 4931 at page 450, designated as Tract 2, O.P.R.H.C.TX. and to a called 6.8059 acres conveyed to the City of San Marcos, recorded in Volume 3197 at Page 401, O.P.R.H.C.TX., from which a TXDOT Type I concrete monument, found, on said northeasterly right-of-way line, bears North 19 degrees 34 minutes 44 seconds West, a distance of 82.92 feet; in addition, from said beginning point a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on the southwesterly right-of-way line of said drive and at a southwesterly corner of said 6.8059 acres, bears South 35 degrees 26 minutes 58 seconds West, a distance of 243.80 feet;

THENCE, leaving said northeasterly right-of-way and said 6.8059 acres and continuing along the easterly line of said 2.303 acre tract North 35 degrees 29 minutes 39 seconds East, a distance of 527.62 feet, to a calculated point at the northeasterly corner of said 2.303 acre tract and a corner of the herein described tract;

THENCE, continuing along said easterly line North 35 degrees 29 minutes 39 seconds East, a distance of 11.66 feet to a calculated point on the southern right-of-way line of Old Ranch Road 12 (right-of-way width varies) at the northwesterly corner of the herein described tract;

THENCE, leaving said easterly line and continuing along said southern right-of-way line for the following two (2) courses and distances;

1.) South 66 degrees 39 minutes 22 seconds East, a distance of 261.53 feet to a TXDOT Type I concrete monument found at a corner of the herein described tract;

2.) 481.55 feet along the arc of a curve turning to the left, having a radius of 3869.72 feet and a chord that bears South 70 degrees 28 minutes 09 seconds East, a distance of 481.24 feet, to a ½-inch iron rod found at the northeasterly corner of the herein described tract and at the northwesterly corner to an 8.661 acre partition (Tract 2: North Portion) of Tract 1: (b) 17.45 acres conveyed to Marice B. Wills, Et. Al., recorded in Trust Distribution Deed Instrument No. 16043487, O.P.R.H.C.TX., from which a ½-inch iron rod with a 1-½-inch aluminum cap stamped “CMR/PROTECH SURVEYING RPLS 4288”, found on said southern right-of-way line, bears South 79 degrees 41 minutes 36 seconds East, a distance of 239.59 feet;

THENCE, leaving said southern right-of-way and continuing along the westerly line of said 8.661 acre partition South 36 degrees 40 minutes 50 seconds West, a distance of 1210.09 feet, to a ½-inch iron rod with a plastic cap stamped “BCG” set on the northeasterly right-of-way line of Wonder World Drive (right-of-way width varies), at the southeastern corner of the herein described tract and being common corner to said 8.661 acre partition and to aforesaid 6.8059 acres, from which a ½-inch iron rod with a plastic cap stamped “JC EVANS” found bears South 18 degrees 57 minutes 09 seconds West, a distance of 2.17 feet; in addition, from said corner a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T., found on said northeasterly right-of-way line at the common corner of said 8.661 acre partition and said 6.8059 acres, bears South 19 degrees 38 minutes 00 seconds West, a distance of 403.95 feet;
14.062 acre ~ 312,548 sq. ft. (Tract 1: North Portion)
John Williams survey, A-490; Lydia Glasgow Survey No. 14, A-188
Hays County, Texas

THENCE, leaving said westerly line and continuing with said 6.8059 acres along said northeasterly right-of-way line North 19 degrees 38 minutes 00 seconds West, a distance of 845.05 feet to the POINT OF BEGINNING and containing 14.062 acres (312,548 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, NAD 83, South Central Zone, Grid.

BOWMAN WORD FILE: FN2359

THE STATE OF TEXAS §KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, Terry L. Rowe, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined a survey made on the ground in December 2019, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this _____ day of February 2020 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

Terry L. Rowe
Registered Professional Land Surveyor
No. 5493 – State of Texas
FIELD NOTES DESCRIPTION

DESCRIPTION OF 94.769 ACRES (4,128,139 SQUARE FEET) OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT No. 471, THE JOHN WILLIAMS SURVEY, ABSTRACT No. 490 AND THE LYDIA GLASGOW SURVEY No. 14, ABSTRACT No. 188, HAYS COUNTY, TEXAS; BEING A PORTION OF TRACT 1: (a) 114 ACRES CONVEYED TO MARCIE B. WILLS, ET. AL., RECORDED IN TRUST DISTRIBUTION DEED INSTRUMENT No. 16043487, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS (O.P.R.H.C.TX.); SAID 94.769 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on the southwesterly right-of-way line of Wonder World Drive (right-of-way width varies), at the most northwesterly corner of the herein described tract, and being common corner to a called 34.368 acres tract conveyed to LA CIMA Commercial, LP, recorded in Assumption General Warranty Deed Instrument No. 17016156, O.P.R.H.C.TX. and to called 6.8059 acres conveyed to the City of San Marcos, recorded in Volume 3197 at Page 401, O.P.R.H.C.TX., from which a TXDOT Type I concrete monument, found on said southwesterly right-of-way line, bears North 19 degrees 38 minutes 27 seconds West, a distance of 222.43 feet; in addition, from said beginning point a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.TX., found on the northeasterly right-of-way line of said drive and at the northeasterly corner said 6.8059 acres, bears North 35 degrees 26 minutes 58 seconds East, a distance of 243.80 feet

THENCE, leaving said 34.368 acres and continuing with said 6.8059 acres along said southwesterly right-of-way line for the following five (5) courses and distances:

1.) South 19 degrees 37 minutes 17 seconds East, a distance of 167.08 feet, to a calculated point at the common corner of the herein described tract and said 6.8059 acres;

2.) South 43 degrees 01 minutes 57 seconds West, a distance of 174.50 feet, to a calculated point at the common corner of the herein described tract and said 6.8059 acres;

3.) South 19 degrees 37 minutes 17 seconds East, a distance of 291.06 feet, to a ½-inch iron rod found at the common corner of the herein described tract and said 6.8059 acres;

4.) North 43 degrees 01 minutes 57 seconds West, a distance of 174.50 feet, to a calculated point at the common corner of the herein described tract and said 6.8059 acres;

THENCE, South 19 degrees 37 minutes 17 seconds East, a distance of 380.73 feet, continuing with said 6.8059 acres along said southwesterly right-of-way line to a calculated point at the common corner of the herein described tract, said 6.8059 acres and a 6.891 acre partition (Tract 2: South Portion) of Tract 1: (b) 17.45-acres conveyed to Marice B. Wills, Et. Al., recorded in Trust Distribution Deed Instrument No. 16043487, O.P.R.H.C.TX., from which a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on said southwesterly right-of-way line at the common corner of said 6.891 acre partition and said 6.8059 acers, bears South 19 degrees 37 minutes 17 seconds East, a distance of 426.38 feet;

THENCE, South 36 degrees 40 minutes 50 seconds West, a distance of 948.05 feet, leaving said southwesterly right-of-way line and said 6.8059 acres and continuing along the westerly line of said 6.981 acre partition to a ½-inch iron rod found at the southwesterly corner of said 6.891 acre partition and at a corner to the herein described tract;

THENCE, South 62 degrees 23 minutes 09 seconds East, a distance of 408.27 feet, continuing along said 6.891 acre partition to a ½-inch iron rod with a 1-½-inch aluminum cap stamped “CMR/PROTECH SURVEYING RPLS 4288” found at the southeasterly corner of said 6.891 acre partition and being a common corner to the herein described tract and Partition Deed Tract 1: 17.45 acres conveyed to Marion H. Wills, recorded in Volume 2530 at page 720, O.P.R.H.C.TX.;
THENCE, South 62 degrees 24 minutes 22 seconds East, a distance of 392.10 feet, leaving said 6.891 acre partition and continuing along said Partition Deed Tract 1: 17.45 acres, to a ½-inch iron rod found at the southeastern corner of said Partition Deed Tract 1: 17.45 acres and being a common corner to the herein described tract and to a 114.00 acre tract conveyed to Marion H. Wills, recorded in Volume 1658 at page 162, designated as Tract “A”, O.P.R.H.C.TX.;

THENCE, South 37 degrees 37 minutes 55 seconds West, a distance of 1340.82 feet, leaving said Partition Deed Tract 1: 17.45 acres and continuing along the westerly lines of said Tract “A” to a ½-inch iron rod found;

THENCE, South 04 degrees 55 minutes 35 seconds East, a distance of 1120.49 feet, continuing along said westerly lines and in part the western line of called 3.00 acres conveyed to Catherine and Curtis Wonderly, recorded in in Volume 2109 at Page 386, O.P.R.H.C.TX., to a ½-inch iron rod found on the northerly lines of called 326.30 acres conveyed to The City of San Marcos, recorded in Volume 1922 at Page 338, O.P.R.H.C.TX., being a common corner to the here described tract, said Tract “A” and said 326.30 acres;

THENCE, leaving said Tract “A” and continuing along the northerly lines of said 326.30 acres the following two (2) courses and distances:

1.) North 88 degrees 23 minutes 17 seconds West, a distance of 252.71 feet, to a calculated point at the common corner of the herein described tract and said 326.03 acres;

2.) North 86 degrees 36 minutes 50 seconds West, a distance of 331.41 feet, to a cedar fence post found at the common corner of the herein described tract, said 326.30 acres and a called 150.00 acres conveyed to The City of San Marcos, recorded in Special Warranty Deed Instrument No. 18037662, O.P.R.H.C.TX.;

THENCE, leaving said 326.30 acres and continuing along the northeasterly lines of said 150.00 acres the following eleven (11) courses and distances:

1.) North 03 degrees 30 minutes 38 seconds East, a distance of 65.87 feet to a 10.5-inch cedar found at the common corner of the herein described tract and said 150.00 acres;

2.) North 07 degrees 18 minutes 58 seconds West, a distance of 104.18 feet a 9.5-inch dead cedar found at the common corner of the herein described tract and said 150.00 acres;

3.) North 19 degrees 13 minutes 11 seconds West, a distance of 21.88 feet to a 12-inch live oak found at the common corner of the herein described tract and said 150.00 acres;

4.) North 33 degrees 55 minutes 57 seconds West, a distance of 960.43 feet to a cedar fence post found at the common corner of the herein described tract, said 150.00 acres;

5.) North 27 degrees 27 minutes 35 seconds West, a distance of 422.53 feet to a cedar fence post found at the common corner of the herein described tract and said 150.00 acres;

6.) North 37 degrees 34 minutes 51 seconds West, a distance of 281.91 feet to a cedar fence post found at the common corner of the herein described tract and said 150.00 acres;

7.) North 34 degrees 40 minutes 21 seconds West, a distance of 102.30 feet to a cedar fence post found at the common corner of the herein described tract and said 150.00 acres;

8.) North 47 degrees 12 minutes 38 seconds East, a distance of 11.01 feet to a cedar fence post found at the common corner of the herein described tract and said 150.00 acres;
9.) North 44 degrees 17 minutes 57 seconds West, a distance of 9.44 feet to a ½-inch iron rod with a plastic cap stamped “BCG” set at the common corner of the herein described tract and said 150.00 acres;

10.) North 10 degrees 02 minutes 03 seconds East, a distance of 104.63 feet to a cedar fence post found at the common corner of the herein described tract and said 150.00 acres;

11.) North 21 degrees 28 minutes 49 seconds West, a distance of 32.52 feet to a cedar fence post found at the common corner of the herein described tract, said 151.00 acres and a called 42.147 acres conveyed to LA CIMA Commercial, LP, recorded in Assumption General Warranty Deed Instrument No. 17042976, O.P.R.H.C.TX., from which a cedar fence post found bears South 43 degrees 09 minutes 44 seconds West, a distance of 155.92 feet;

THENCE, leaving said 150.00 acres and continuing along the easterly lines of said 42.147 acres North 29 degrees 29 minutes 12 seconds West, a distance of 59.58 feet, to an 8-inch dead cedar found at the common corner of the herein described tract and said 42.147 acres;

THENCE, continuing along said easterly line and in part the easterly line of a called 31.721 acres conveyed to LA CIMA Commercial, LP, recorded in Assumption General Warranty Deed Instrument No. 17016156, O.P.R.H.C.TX., North 53 degrees 43 minutes 49 seconds East, a distance of 203.06 feet, to a cedar fence post found at the common corner of the herein described tract and said 31.721 acres;

THENCE, continuing along the easterly line of said 31.721 acres the following three (3) courses and distances:

1.) South 57 degrees 34 minutes 23 seconds East, a distance of 41.64 feet, to a cedar fence post found at the common corner of the herein described tract and said 31.721 acres;

2.) North 45 degrees 24 minutes 15 seconds East, a distance of 852.51 feet, to a cedar fence post found at the common corner of the herein described tract and said 31.721 acres;

3.) North 35 degrees 28 minutes 03 seconds East, a distance of 280.29 feet, to a ½-inch iron rod with a plastic cap stamped “BCG” set at the common corner of the herein described tract, said 31.721 acres and a called 34.368 acres conveyed to LA CIMA Commercial, LP, recorded in Assumption General Warranty Deed Instrument No. 17016156, O.P.R.H.C.TX.;

THENCE, leaving said 31.721 acres and continuing along the easterly line of said 34.368 acres North 35 degrees 28 minutes 03 seconds East, a distance of 1571.35 feet, to the POINT OF BEGINNING and containing 94.769 acres (4,128,139 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, NAD 83, South Central Zone, Grid.

BOWMAN WORD FILE: FN2360(sf)
THE STATE OF TEXAS

COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS

That I, Terry L. Rowe, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined a survey made on the ground in December 2019, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 04 day of February 2020 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

Terry L. Rowe
Registered Professional Land Surveyor
5493 – State of Texas
DESCRIPTION OF 8.661 ACRES (377,274 SQUARE FEET) OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT No. 471, THE JOHN WILLIAMS SURVEY, ABSTRACT No. 490 AND THE LYDIA GLASGOW SURVEY No. 14, ABSTRACT No. 188, HAYS COUNTY, TEXAS; BEING A PORTION OF TRACT 1: (b) 17.45 ACRES CONVEYED TO MARCIE B. WILLIS, ET. AL., RECORDED IN TRUST DISTRIBUTION DEED INSTRUMENT No. 16043487, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS (O.P.R.H.C.TX.); SAID 8.661 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on the northeasterly right-of-way line of Wonder World Drive (right-of-way varies), the southeasterly corner of the herein described tract, and being a common corner to Partition Deed Tract 1: 17.45 acres conveyed to Marion H. Wills, recorded in Volume 2530 at page 720, O.P.R.H.C.TX. and to called 6.8059 acres conveyed to the City of San Marcos, recorded in Volume 3197 at Page 401, O.P.R.H.C.TX., from said beginning point a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T., found on the southwesterly right-of-way line of said drive and at the southwesterly corner of said 6.8059 acres, bears South 32 degrees 28 minutes 22 seconds West, a distance of 253.66 feet;

THENCE, leaving said Partition Deed Tract 1: 17.45 acres and continuing with said 6.8059 acres along said northeasterly right-of-way line North 19 degrees 38 minutes 00 seconds West, a distance of 403.95 feet, to a ½-inch iron rod with a plastic cap stamped “BCG” set at the southwesterly corner of the herein described tract and being a common corner to 6.8059 acres conveyed to the City of San Marcos, recorded in Volume 3197 at Page 401, O.P.R.H.C.TX., from which a ½-inch iron rod with a plastic cap stamped “JC EVANS” found bears South 18 degrees 57 minutes 09 seconds West, a distance of 2.17 feet;

THENCE, leaving said 6.8059 acres and said northeasterly right-of-way line and continuing along the easterly line of said 14.062 acre partition North 36 degrees 40 minutes 50 seconds East, a distance of 1210.09 feet, to a ½-inch iron rod found on the southern right-of-way line of Old Ranch Road 12 (right-of-way width varies), the northwesterly corner of the herein described tract, and being a common corner to 14.062 acre partition, from which a TXDOT Type I concrete monument found on said southern right-of-way line bears North 70 degrees 28 minutes 09 seconds West, a distance of 481.24 feet;

THENCE, leaving said 14.062 acre partition and continuing along said southern right-of-way line 239.63 feet along the arc of a curve turning to the left, having a radius of 3869.72 feet and a chord that bears South 75 degrees 41 minutes 36 seconds East, a distance of 239.76 feet, to a ½-inch iron rod with a 1-½-inch aluminum cap stamped “CMR/PROTECH SURVEYING RPLS 4288” found at the northeasterly corner of the herein described tract and being a common corner to aforesaid Partition Deed Tract 1: 17.45 acres, from which a TXDOT Type I concrete monument found on said southern right-of-way line bears South 79 degrees 13 minutes 57 seconds East, a distance of 239.76 feet;

THENCE, leaving said southern right-of-way line and continuing along the westerly line of aforesaid Partition Deed Tract 1: 17.45 acres South 32 degrees 23 minutes 07 seconds West, a distance of 1529.64 feet, to the POINT OF BEGINNING and containing 8.661 acres (377,274 square feet) of land, more or less.
John Williams Survey, A-471; John Williams survey, A-490;
Lydia Glasgow Survey No. 14, A-188  FN2358(sf)
Hays County, Texas  Page 2 of 2

**BEARING BASIS:** Texas Coordinate System, NAD 83, South Central Zone, Grid.

**BOWMAN WORD FILE:** FN2358(sf)

THE STATE OF TEXAS  §  KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS  §

That I, Terry L. Rowe, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined a survey made on the ground in December 2019, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this _____ day of February 2020 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

Terry L. Rowe
Registered Professional Land Surveyor
No. 5493 – State of Texas
FIELD NOTES DESCRIPTION

DESCRIPTION OF 6.891 ACRES (300,168 SQUARE FEET) OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT No. 471 AND THE JOHN WILLIAMS SURVEY, ABSTRACT No. 490, HAYS COUNTY, TEXAS; BEING A PORTION OF TRACT 1: (b) 17.45 ACRES CONVEYED TO MARCIE B. WILLS, ET. AL., RECORDED IN TRUST DISTRIBUTION DEED INSTRUMENT No. 16043487, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS (O.P.R.H.C.TX.); SAID 6.891 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on the southwesterly right-of-way line of Wonder World Drive (right-of-way varies), the northeasterly corner of the herein described tract and being a common corner to Partition Deed Tract 1: 17.45 acres conveyed to Marion H. Wills, recorded in Volume 2530 at page 720, O.P.R.H.C.TX. and to called 6.8059 acres conveyed to the City of San Marcos, recorded in Volume 3197 at Page 401, O.P.R.H.C.TX., from said beginning point a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T., found on the northeasterly right-of-way line of said drive and at the southeasterly corner of said 6.8059 acres, bears North 32 degrees 28 minutes 22 seconds East, a distance of 253.66 feet;

THENCE, South 32 degrees 24 minutes 03 seconds West, a distance of 648.97 feet, leaving said southwesterly right-of-way line and continuing along the westerly line of said Partition Deed Tract 1: 17.45 acres to a ½-inch iron rod with a 1-½-inch aluminum cap stamped “CMR/PROTECH SURVEYING RPLS 4288” found at the southeasterly corner of the herein described tract and being a common corner to said Partition Deed Tract 1: 17.45 acres and a 94.769 acre partition (Tract 1: South Portion) of Tract 1: (a) 114 acres conveyed to Marice B. Wills, Et. Al., recorded in Trust Distribution Deed Instrument No. 16043487, O.P.R.H.C.TX.:

THENCE, North 62 degrees 23 minutes 09 seconds West, a distance of 408.27 feet, leaving said Partition Deed Tract 1: 17.45 acres and continuing along said 94.769 acre partition to a ½-inch iron rod found at the southwesterly corner of the herein described tract and being common corner to the said 94.769 acre partition;

THENCE, North 36 degrees 40 minutes 50 seconds East, a distance of 948.05 feet, continuing along the easterly line of said 94.769 acre partition to a calculated point on the southwesterly right-of-way line of Wonder World Drive (right-of-way varies), the northwesterly corner of the herein described tract, and being a common corner to said 94.769 acre partition and aforesaid 6.8059 acres, from which a ½-inch iron rod with a plastic cap stamped “BCG” set in the northeasterly right-of-way line of said drive, bears North 36 degrees 40 minutes 50 seconds East, a distance of 240.46 feet;

THENCE, leaving said 94.769 acre partition and continuing with said 6.8059 acres along said southwesterly right-of-way line South 19 degrees 37 minutes 17 seconds East, a distance of 426.38 feet, to the POINT OF BEGINNING and containing 6.891 acres (300,168 square feet) of land, more or less.
BEARING BASIS: Texas Coordinate System, NAD 83, South Central Zone, Grid.

BOWMAN WORD FILE: FN2357(sf)

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

That I, Terry L. Rowe, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined a survey made on the ground in December 2019, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this ______ day of February 2020 A.D.

Bowman Consulting Group, Ltd.  
Austin, Texas 78746

Terry L. Rowe  
Registered Professional Land Surveyor  
No. 5493 – State of Texas
La Cima
San Marcos

Exhibit B - Conceptual Land Use Plan

LEGEND

Property Line
Other Parcels
Conceptual Roadway
100-Year Landscape Buffer
100-Year FEMA Floodplain

LAND USE SCHEDULE

<table>
<thead>
<tr>
<th>USE</th>
<th>ACREAGE</th>
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<tbody>
<tr>
<td>CONSERVATION / OPEN SPACE</td>
<td>700.20 Ac.</td>
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<tr>
<td>Conservation / RHCP</td>
<td>100.00 Ac.</td>
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<tr>
<td>Purgy Creek Open Space</td>
<td>63.25 Ac.</td>
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<tr>
<td>Total</td>
<td>03.57 Ac.</td>
</tr>
<tr>
<td>RESIDENTIAL</td>
<td>712.75 Ac.</td>
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<tr>
<td>Residential (2 Unit / Acre)</td>
<td>706.59 Ac.</td>
</tr>
<tr>
<td>Residential (3 Unit / Acre)</td>
<td>706.59 Ac.</td>
</tr>
<tr>
<td>NON-RESIDENTIAL</td>
<td>331.83 Ac.</td>
</tr>
<tr>
<td>Potential Community Commercial</td>
<td>331.83 Ac.</td>
</tr>
<tr>
<td>TOTAL</td>
<td>2,552.37 Ac.</td>
</tr>
</tbody>
</table>

Residential acreage indicated in gross area. Open Space, Parks, and other community amenities will be within this area.

1. Neighborhood Commercial (NC) units permitted in accordance with Section 1.04.A.2.
2. Any portion of the Community Commercial may be developed as residential in accordance with Section 1.04.B.1.
3. Community Commercial (CC) units permitted in accordance with Section 1.04.A.2. The maximum Community Commercial (CC), shall be 200 acres.
4. Up to a maximum of 720 Multi-Family units permitted in the Community Commercial (CC) area excluding the 22.723 acre tract, 2.39 acre tract, and the 2.15 acre tract may be developed as MF-4.
La Cima
San Marcos

Exhibit C - Conservation & Open Space Plan

OPEN SPACE / HABITAT (RHCP) PRESERVE
(700.20 ACRES)

OPEN SPACE / PURGATORY CREEK
(91.5 ACRES)

OUT PARCEL

OUT PARCEL

Legend

Property Line
Cut Parcel

Conservation / Open Space

Open Space / Habitat RHCP Preserve
700.2 Ac.

Open Space / Purgatory Creek
91.5 Ac.
This THIRD AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of the _____ day of ______, 2020 (the “Effective Date”), by and between the CITY OF SAN MARCOS, TEXAS, a Texas municipal corporation (the “City”), Hays County, Texas (the “County”), and LAZY OAKS RANCH, LP, a Texas limited partnership (“LOR”), LCSM Ph. 1-1, LLC, a Texas limited liability company as partial assignee of LOR (“LCSM Ph. 1-1”), LCSM Ph. 1-2, LLC, a Texas limited liability company as partial assignee of LOR (“LCSM Ph. 1-2”), LCSM Ph. 2, LLC, a Texas limited liability company as partial assignee of LOR (“LCSM Ph. 2”), LCSM Ph. 3, LLC, a Texas limited liability company as partial assignee of LOR (“LCSM Ph. 3”), La Cima Commercial, LP a Texas partnership as a partial assignee of LOR (“La Cima Commercial”), LCSM WW, LLC, a Texas limited liability company as partial assignee of LOR (“LCSM WW”), and LCSM West, LP, a Texas limited partnership (“LCSM West” and, together with LOR, LCSM Ph.1-1, LCSM Ph. 1-2, LCSM Ph. 2, LCSM Ph. 3, La Cima Commercial, and LCSM WW, the “Owner”). The City and Owner are sometimes hereinafter referred to individually as “Party”, and collectively as the “Parties”. The Parties agree as follows:

PURPOSES AND CONSIDERATIONS

WHEREAS, the City and LOR entered into that certain Second Amended and Restated Development Agreement dated May 22, 2018, approved by Resolution 2018-75R and recorded under Document Number 18018461 in the Official Public Records of Hays County, Texas (the “Existing Development Agreement”), related to that certain 2,422.996 acre, more or less, parcel of land (“the “Existing Property”) located in the Extraterritorial Jurisdiction (“ETJ”) of the City, Hays County, Texas, and more particularly described in Exhibit “A”, Exhibit “A-1”, Exhibit “A-2”, and Exhibit “A-3” attached hereto and incorporated herein for all purposes (with the land in Exhibit “A-1” and Exhibit “A-2” collectively, the “La Cima Outparcels”);

WHEREAS, Owner owns that certain 5 acre tract described as the “Save and Except: Tract 1: 5 Acres” described on pages 2 3 of Exhibit “A” to the Development Agreement (“Save and Except Tract 1”) and desires to add such Save and Except Tract 1 to this Development Agreement;

WHEREAS, Owner intends to acquire an adjoining 101.66 acre, more or less, parcel of land located in the ETJ of the City, Hays County, Texas, and more particularly described in Exhibit “A-4” attached and incorporated herein for all purposes (the “Additional 101 Acre Tract”), and an adjoining 22.723 acre, more or less, parcel of land located in the ETJ of the City, Hays County, Texas, and more particularly described in Exhibit “A-4” attached and incorporated herein for all purposes (the “Additional 22 Acre Tract” and, together with the Additional 101 Acre Tract, the “Additional Property”);

WHEREAS, Owner desires to develop the Existing Property, the Save and Except Tract 1 and the Additional Property (collectively, the “Property”) totaling 2,552.379 acres of land as a single family residential, limited nonresidential and conservation, preservation and open space development generally to foster a walkable and bikeable community in accordance with the Conceptual Land Use Plan, as more particularly described in Exhibit “B” attached hereto and incorporated herein for all purposes and under the name La Cima San Marcos (the “Project”);

WHEREAS, the Property is appraised for ad valorem tax purposes as land for agricultural or wildlife management use or timber land under Chapter 23, Texas Tax Code;

WHEREAS, the City is authorized by Section 43.035 of the Texas Local Government Code to offer to make a development agreement with the owner of land appraised for such purposes pursuant to Section 212.172 of the Texas Local Government Code to defer the annexation of the property until the land owner files a subdivision plat or other development application for any portion of the property;

WHEREAS, by entering into this Agreement, Owner has accepted the City’s offer to enter into a
development agreement pursuant to both Section 43.035 and Section 212.172 of the Texas Local Government Code with the mutual understanding that this Agreement shall constitute a permit for the purposes of Chapter 245 of the Texas Local Government Code;

WHEREAS, an area adjacent or contiguous to an area that is subject of development agreement entered into under Section 43.035 and Section 212.172 of the Texas Local Government Code is considered to be adjacent or contiguous to the municipality; and

WHEREAS, the City is authorized to amend the Existing Development Agreement and to make and enter into this Agreement with Owner in accordance with Subchapter G, Chapter 212, Local Government Code and Chapters 1 and 2 of the City’s Land Development Code (“LDC”), to accomplish the following purposes:

A. Extend the City’s planning authority in accordance with the Conceptual Land Use Plan and the development regulations contained herein under which certain uses and development of the Property is authorized; and

B. Authorize enforcement by the City of municipal land use and development regulations as applicable; and

C. Authorize enforcement by the City of land use and development regulations other than those that apply within the City’s boundaries, as may be agreed to by the Parties and included in this Agreement; and

D. Specify the uses and development of the Property before and after annexation; and

E. Provide for infrastructure including, but not limited to, stormwater drainage and water, wastewater and other utility systems; and

F. Include such other lawful terms and considerations the Parties consider appropriate.

NOW THEREFORE, the City and Owner in consideration of the premises, the mutual covenants and agreements of the Parties hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, hereby amend and restate the Existing Development Agreement and agree as follows:

SECTION 1: GENERAL TERMS AND CONDITIONS

1.01 Conceptual Land Use Plan
The City hereby approves the general use and development of the Property in accordance with the Conceptual Land Use Plan, which is incorporated herein as Exhibit “B”. Exhibit “C” separately shows the proposed Open Space that is part of the Conceptual Land Use Plan. The Conceptual Land Use Plan shall constitute the land use plan under Section 1.4.2.4(g) of the LDC. The Conceptual Land Use Plan may be amended from time to time in accordance with the processes and procedures outlined in Section 1.4.2.6(c) of the City’s LDC. Development applications for the Property shall be consistent with the Conceptual Land Use Plan.

1.02 Annexation
Upon approval of this Agreement, Owner agrees to the full purpose annexation of the Property at the time the corporate limits of the City becomes adjacent to the Property. Provided, however, that the City hereby agrees to phase the annexation of the Property as follows: At the time the City’s corporate limits become adjacent to the Property, the City may initiate the full purpose annexation of all or any portion of the Property on which a final subdivision plat has been recorded. Upon annexation of all or any portions of the Property, the applicant shall initiate a zoning change for said annexed portions to establish a zoning district(s) that is (are) consistent with the terms and
conditions of this Agreement. The City hereby guarantees the continuing ETJ status of the remainder of the Property not subject to a final recorded plat until such time that a final plat is recorded for all or any portion of such remainder of the Property. The Parties hereby agree that all applicable regulations and planning authority of the City’s LDC may be enforced on the Property. The limitations on the City’s annexation authority shall apply only during the term of this Agreement.

1.03 Governing Development Regulations
A. Development of the Property shall be governed by the following:
1. The Conceptual Land Use Plan and this Agreement; and
2. The applicable provisions of the City’s LDC and Ordinances;
3. The applicable provisions of the Development Regulations of Hays County; and
4. Construction plans and final plats for all or any portion of the Property that are approved from time to time by the City (collectively, the “Approved Plats”).
5. The Parties acknowledge that prior to or concurrent with the submittal of the first plat application for development on the Property or any portion thereof, a Traffic Impact Analysis (the “TIA”) will be required. At the time of submittal of the TIA, the traffic impacts shall be evaluated based on the full build-out development of the entire project (as defined in Section 1.04, below) and not on the individual plat.
6. Applicable provisions of the Texas Local Government Code, and other state and federal laws (“Other Laws”).
7. In the event of a conflict between the City’s and/or County’s development regulations and the Owner’s rights under this Agreement, this Agreement shall control.
B. The Conceptual Land Use Plan, this Agreement, the LDC, the Approved Plats, the Required Studies and Other Laws shall hereinafter be referred to collectively as the “Governing Regulations.”
C. Plat Approval: Owner and the City agree that the approved land uses in each final plat of portions of the Property shall be consistent with the Conceptual Land Use Plan, as may be amended from time to time.
D. Enforcement: The Parties agree that the City and County shall be entitled to enforce all applicable municipal land use and development regulations for the Property and the Governing Regulations.
E. No Contractual Enlargement of Exemption from City Standards: Notwithstanding any other provision in this Agreement, including references to such things as the “Governing Regulations” or the “Time of Submittal”, this Agreement shall in no manner be construed to create any exemption from applicable ordinances or laws, entitlement or vesting of rights beyond what is expressly provided in Chapter 245. Owner specifically acknowledges that development of the Property shall be subject to the City’s ordinances, regulations, and policies regarding water and sewer utility connections, including those that address development over the Edwards Aquifer Recharge Zone, as amended from time to time.
F. The Governing Regulations shall be applicable to control the development of the Property. Unless otherwise specifically authorized by the City, the Property may not be developed to a lesser standard than that required by the Governing Regulations.
G. Third Party Inspection Services: Unless an alternative is mutually agreed upon by the Parties, any plan review and building inspections conducted during the permitting process and through receipt of certificate of occupancy shall be conducted by a qualified, third-party plan review and inspection service, mutually agreed upon by the Parties, and results shall be provided in the City’s permitting system.

1.04 Permitted Uses, Project Density and Dimensional and Development Standards
Owner envisions the development of the Property as a predominantly single family residential development with limited nonresidential development, open space, conservation and preservation areas in accordance with the Conceptual Land Use Plan. The existing topography and natural areas on the Property provide for opportunities to develop the Property as a conservation development where pods of smaller lot sizes may be clustered to provide for preservation of existing natural features and open space. The Property may be developed as a conservation
development, a conventional development or a combination thereof. In order to achieve the maximum development flexibility possible within the Project, this Agreement establishes a variety of uses and lot types and sizes that may be developed on the Property.

A. Permitted Uses: The following uses shall be permitted on the Property in accordance with the City’s zoning districts as defined on the Effective Date:


2. Nonresidential: All permitted uses identified in the NC, Neighborhood Commercial District shall be permitted within the 3 unit per acre portion of the Property depicted on the Conceptual Land Use Plan. All permitted uses identified in the CC, Community Commercial District shall be permitted within the Property depicted as Community Commercial on the Conceptual Land Use Plan up to a maximum of 200 acres. Nonresidential uses, if developed, are intended to be located at appropriate locations, such as along thoroughfare corridors or at the intersections of major thoroughfares, within the development.

3. Multi-Family: All permitted uses identified in the MF-24, Multiple-Family Residential District shall be permitted within any portion of the Property depicted on the Conceptual Land Use Plan (but excluding the La Cima Outparcels and the Additional 22 Acre Tract) up to a maximum of 720 units; provided, however, that Purpose Built Student Housing (as established by City Ordinance NO. 2016-24) shall be prohibited.

4. Condominium Residential: A development type allowed in any district containing multiple individually owned dwelling units and jointly owned and shared common areas and facilities on a common lot shall be permitted in any portion of the Property in connection with a Conditional Use Permit approved by the City Council.

5. School Site. The Parties acknowledge that the Project is located within the San Marcos Consolidated Independent School District (the “District”). Owner shall dedicate up to a 12 acre site for a future elementary school to the District at the time of platting of such school site with a maximum impervious cover allocation equal to the greater of 55% of such site or 6.6 acres. The actual terms, size, timing, and location of the school site will be determined by Owner and the District.

6. Fire/Police/EMS Station; Transit Stops. Owner has transferred to the City a 3.505 acre site, located no more than one-third mile driving distance from the intersection of Old Ranch Road 12 and Wonder World Drive, for a future fire station and/or police or EMS station. Such site shall have a maximum impervious cover allocation equal to 2.1 acres. Transit stop locations will be determined by Owner and City at the time of platting of such locations.

7. Conditional uses authorized in the above residential and nonresidential base districts shall only be permitted if approved by the City in accordance with the procedures and requirements of the City’s LDC. Any proposed use, other than a Corporate Campus or other office use, within a nonresidential area with a single tenant greater than 80,000 square feet in size shall require a Conditional Use Permit in accordance with the City’s Land Development Code subject to a recommendations by the Planning and Zoning Commission and final approval by City Council.

8. Notwithstanding anything in this Agreement or in the City’s LDC or ordinances to the contrary, no extraction of or exploration for surface or sub-surface mineral resources or natural resources may be conducted on the Property, including but not limited to quarries, borrow pits, sand or gravel operations, oil or gas exploration or extraction activities, and mining operations. This prohibition shall not be interpreted to prohibit excavation of soil in connection with the development of the Property consistent with this Agreement.

B. Project Density: The Project shall be restricted to a maximum of 2,800 dwelling units for an overall project density of 1.10 units per acre (“UPA”). Project density shall be further restricted as follows:
1. approximately 706.59 acres of the Property located east of Purgatory Creek as illustrated on the Conceptual Land Use Plan shall be restricted to a maximum of 3 units per acre and all lot types provided for in Section 1.04.C of this Agreement are permitted, provided, however, that any portion of the Property depicted as Community Commercial on the Conceptual Land Use Plan as permitted in Section 1.04.A.2. of this Agreement not developed for nonresidential may also be developed for residential uses in accordance with these density and lot type restrictions;

2. the approximately 712.75 acres of the Property located west of Purgatory Creek shall be restricted to a maximum of 2 units per acre and all lot types provided for in Section 1.04.C of this Agreement are permitted; and

3. Project density may be distributed evenly or may be clustered utilizing a conservation or clustered development plan provided that the maximum density for each of the designated areas above does not exceed the applicable the maximum density for such designated area and subject to the applicable use, lot type and size restrictions for such designated area, all as described herein and depicted on the Conceptual Land Use Plan.

C. Dimensional and Development Standards: The Property shall be developed in compliance with the following lot sizes, dimensions and development regulations:

1. Single Family Residential Estate Lots
   Lot Area, Minimum: 43,560 sq. ft
   Lot Width, Minimum: 150 feet
   Lot Depth, Minimum: 200 feet
   Lot Frontage, Minimum: 100 feet
   Front Yard Setback, Minimum: 20 feet
   Side Yard Setback, Interior, Minimum: 10 feet
   Side Yard Setback, Corner, Minimum: 20 feet
   Rear Yard Setback, Minimum: 20 feet
   Building Height, Maximum: 2.5 stories
   Impervious Cover, Maximum: 40%

2. Single-Family Residential Rural Lots
   Lot Area, Minimum: 11,000 sq. ft.
   Lot Width, Minimum: 80 feet
   Lot Depth, Minimum: 100 feet
   Lot Frontage, Minimum: 60 feet
   Front Yard Setback, Minimum: 10 feet
   Side Yard Setback, Interior, Minimum: 10 feet
   Side Yard Setback, Corner, Minimum: 10 feet
   Rear Yard Setback, Minimum: 10 feet
   Building Height, Maximum: 2.5 stories
   Impervious Cover, Maximum: 50%

3. Single Family Residential Manor Lots
   Lot Area, Minimum: 6,000 sq. ft.
   Lot Width, Minimum: 50 feet
   Lot Depth, Minimum: 100 feet
   Lot Frontage, Minimum: 35 feet
   Front Yard Setback, Minimum: 10 feet
   Side Yard Setback, Interior, Minimum: 5 feet
   Side Yard Setback, Corner, Minimum: 10 feet
   Rear Yard Setback, Minimum: 10 feet
   Building Height, Maximum: 2 stories
   Impervious Cover, Maximum: 60%

4. Single Family Residential Cottage Lots
Lot Area, Minimum: 4,500 sq. ft.
Lot Width, Minimum: 40 feet
Lot Depth, Minimum: 100 feet
Lot Frontage, Minimum: 35 feet
Front Yard Setback, Minimum: 10 feet
Side Yard Setback, Interior, Minimum: 5 feet
Side Yard Setback, Corner, Minimum: 10 feet
Rear Yard Setback, Minimum: 10 feet
Building Height, Maximum: 2 stories
Impervious Cover, Maximum: 60%

5. Garden/Patio Home/Zero Lot Line Homes
Lot Area, Minimum: 2,700 sq. ft.
Lot Width, Minimum: 28 feet
Lot Depth, Minimum: 90 feet
Lot Frontage, Minimum: 25 feet
Front Yard Setback, Minimum: 10 feet
Side Yard Setback, Interior, Minimum: 0/5 feet*
Side Yard Setback, Corner, Minimum: 10 feet*
Rear Yard Setback, Minimum: 5 feet
Garage Side Yard Setback Opposite House: 0 feet
Garage Setback from Front of House: 10 feet
Building Height, Maximum: 2 stories
Impervious Cover, Maximum: 75%

* The primary structure/dwelling may be constructed with a 0 side yard on one side, and a side yard of not less than 5 feet on the other side. A detached accessory structure such as a garage or storage building may have a 0 side yard on the 5 foot side provided, however, the structure is located behind the rear façade of the primary building on the lot. On the 0 side, the structure may be set back a maximum of 1 foot. A 5 foot wide maintenance, drainage, and roof overhang easement extending the full depth of the lot shall be designated along the side property line which abuts the zero side yard on an adjacent lot, and shall be indicated on the Final Plat. In all cases, there shall be at least a 10 foot side yard on corner lots where adjacent to a street right-of-way or alley.

** To help achieve the flexibility envisioned and the goals for the development of the Project, the exceptions to the Lot Width to Depth ratio provided in Section 6.7.2.1(j) of the City’s LDC shall include and be applicable to Garden/Patio Home/Zero Lot Line lots.

6. Townhouse Residential Lots
Lot Area, Minimum: 2,500 sq. ft.
Lot Width, Minimum: 25 feet
Lot Depth, Minimum: 90 feet
Lot Frontage, Minimum: 25 feet
Front Yard Setback, Minimum: 10 feet
Side Yard Setback, Interior, Minimum: 0 feet attached walls / 5 feet end walls
Side Yard Setback, Corner, Minimum: 10 feet
Rear Yard Setback, Minimum: 10 feet
Building Height, Maximum: 2 stories
Impervious Cover, Maximum: 75%

Lot Area, Minimum: 12,000 square feet
Units/Acre (Maximum/Gross Acre): 24.0
Lot Width, Minimum: 60
Lot Depth, Minimum:  100
Lot Frontage, Minimum:  60
Front Yard Setback, Minimum:  10
Side Yard Setback, Interior, Minimum:  10
Side Yard Setback, Corner, Minimum:  15
Rear Yard Setback, Minimum:  10
Building Height, Maximum:  4 stories
Impervious Cover, Maximum:  75%

8. Nonresidential
Lot Area, Minimum:  6,000 sq. ft.
Lot Width, Minimum:  50 feet
Lot Depth, Minimum:  100 feet
Lot Frontage, Minimum:  50 feet
Front Yard Setback, Minimum:  10 feet
Side Yard Setback, Interior, Minimum:  5 feet
Side Yard Setback, Corner, Minimum:  10 feet
Rear Yard Setback, Minimum:  5 feet
Building Height, Maximum:  N/A
Impervious Cover, Maximum:  80%

9. Cluster/Conservation Development
To encourage cluster development within the Project, the following limitations on the location of the above residential lot types shall be applicable:

<table>
<thead>
<tr>
<th>Slope Limitations</th>
<th>Lot Types Permitted</th>
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| 0% to 15%         | Single Family Residential Estate Lots  
|                   | Single Family Residential Rural Lots  
|                   | Single Family Residential Manor Lots  
|                   | Single Family Residential Cottage Lots  
|                   | Garden/Patio Home/Zero Lot Line Homes  
|                   | Townhouse Residential Lots  |
| 15% to 25%        | Single Family Residential Rural Lots  
|                   | Single Family Residential Manor Lots  
|                   | Single Family Residential Cottage Lots  
|                   | Garden/Patio Home/Zero Lot Line Homes  |
| Over 25%          | Single Family Residential Estate Lots  
|                   | Single Family Residential Rural Lots  
|                   | Open Space and Conservation Areas |

D. Phasing: A phasing plan shall be submitted with a Subdivision Concept Plat to ensure orderly development of the Project. Any portion of the Property developed as MF-24, Multiple-Family Residential District in accordance with Section 1.04.A.3 above shall be developed in a minimum of two phases with the first phase to be no more than 15 acres and any subsequent phases shall be deferred until after such first phase is complete and at least 75% occupied and at least 200 single-family homes have been completed and occupied.

E. Architectural Design Standards: Architecture and the built environment are important elements to the development of the Project. Due to the importance of these elements, all architectural styles should produce a cohesive visual framework while maintaining architectural variety. All architecture should reflect high quality and craftsmanship, both in design and construction. The use of unusual shapes, colors, and other characteristics that cause disharmony should be avoided. A Texas Hill Country style should be reflected through the use of natural materials.
and textures.

Achieving a high quality of architectural design for all buildings within the Development is considered a principal goal of these design standards. A variety of lot and dwelling types within the neighborhood should be encouraged. Careful design of a neighborhood can mix different housing types and price ranges. Reflecting the vision of the Project, these development standards call for exterior materials that express the natural environment and range of natural materials found in Central Texas.

The Owner shall record deed restrictions regulating the development of the Property which deed restrictions shall incorporate the standards and requirements of this section E. The deed restrictions shall be enforceable by a homeowner’s association created by the Owner and shall be subject to the provisions of Section 1.09.

1. Project Residential Architectural Design Standards
   a. A minimum of 100% of each residence on a Single Family Residential Estate lot in accordance with Section 1.04.C.1, excluding doors, windows, fascia, trim, handrails, guardrails, decks, columns, etc., shall be masonry consisting of brick, stone, stucco or a combination thereof.
   b. A minimum of 80% of each residence on the lots identified in Section 1.04.C.2 – 1.04.C.6, excluding doors, windows, fascia, trim, handrails, guardrails, decks, columns, etc., shall be masonry consisting of brick, stone, stucco or a combination thereof.
   c. The number of primary exterior materials shall be limited to three (3) excluding architectural accent features, roof materials, and windows or doors.
   d. Exterior facades shall have a variety of earth tone colors including, but not limited to, reds, browns, light tans, natural and warm whites (stark whites shall be prohibited), buffs, beiges, creams and regionally quarried stone colors.
   e. All facades of a building shall be of consistent design and treatment unless the building facade is not visible from public view.
   f. The use of window awnings, overhangs and shutters is encouraged. Materials and colors shall be the same or complimentary to the exterior of the building.
   g. All single family detached dwellings are encouraged to have front porches or porticos.
   h. Detached garages are permitted and encouraged.
   i. Detached garages with second level dwelling units are permitted provided, however, that second level dwelling units and the primary structure shall be on a single service meter and the occupancy restrictions of the City’s LDC prohibiting occupancy by more than more than two unrelated persons will apply.
   j. Corner dwelling units shall present a façade that is consistent in design and architecture to both streets.
   k. Corner dwelling units are encouraged to have wrap around porches.
   l. Corner lots shall have landscaping that is consistent in design and treatment on both street frontages.
   m. Pool and HVAC equipment on corner lots shall be located on the interior side or rear property line.
   n. Trash and waste containers shall be located in an area that is screened from public view.
   o. These standards shall apply equally to additions and/or alterations to existing structures as well as to new structures. All accessory structures shall be constructed in such a manner so as to be compatible in look, style and materials as the primary structures on the project site.
   p. Alternative design standards for all structures may be utilized upon review and approval by the Director of Development Services at the time of site planning. Any decision of the Director of Development Services may be appealed to the Planning and Zoning Commission.
2. Project Nonresidential Architectural Design Standards
   a. All facades shall use one or more of four native limestone colors: Lueders, Cordova Cream, Sandstone, and Shell Stone, or a similar matching manufactured stone. Comparable materials in color, finish, durability, and quality may be substituted for the referenced materials upon review and approval by the Director of Development Services, appealable to the Planning and Zoning Commission.
   b. Architectural façades that clearly define a base, middle and cap are required. These materials should be responsive to climate, adjacent context, site orientation and building usage.
   c. All buildings within the Project shall be designed with a high level of detail, with careful attention to the combination of and interface between materials. Materials chosen shall be appropriate for the theme and scale of the building, compatible with its location within the development, and expressive of the community’s desired character and image. Details and materials shall be consistent on all sides of buildings.
   d. A minimum of 80% of each building, excluding doors and windows, shall be masonry consisting of brick, stone, stucco, split face concrete units, or faux stone or brick.
   e. Front facades shall be oriented towards the street right-of-way as appropriate.
   f. Building entrances shall be recessed from the front façade or located under a shade device such as an awning or portico.
   g. Off-street parking areas shall be shielded from view from the right-of-way through the use of landscape plantings, landscape berms or a combination thereof.
   h. These standards shall apply equally to additions and/or alterations to existing structures as well as to new structures. All accessory structures shall be constructed in such a manner so as to be compatible in look, style and materials as the primary structures on the project site.
   i. Alternative design standards for all structures may be utilized upon review and approval by the Director of Development Services at the time of site planning. Any decision of the Director of Development Services may be appealed to the Planning and Zoning Commission.

3. Project Multi-Family Architectural Design Standards. Any portion of the Property developed as MF-24, Multiple-Family Residential District in accordance with Section 1.04.A.3 above shall be developed in accordance with the permitted uses and development standards for the MF-24, Multi-Family Residential District (including the multifamily residential design standards set forth in Ordinance 2014-35). Upon submittal of deed restrictions required in Section 1.09 below, the Owner shall meet or exceed the Building Design Section of such multifamily residential design standards. Any deviations from such multifamily residential design standards shall require approval of the City Council.

F. Additional Landscape Standards: In addition to the requirements of the City’s LDC, the following landscape standards shall be applicable to the development of the Project:
1. The use of drought tolerant, native landscape materials, xeriscaping, active or passive rainwater collection, or a combination thereof, is strongly encouraged for all portions of the Project.
2. Where feasible, native vegetation shall be preserved and remain undisturbed and shall be maintained consistent with any installed landscaping.
3. Where possible, trees that are intended for removal should be relocated utilizing accepted transplanting or relocation practices. Any trees that are relocated may be counted towards any required tree preservation credits.
4. A minimum of 25% of the total lot area of a NC, Neighborhood Commercial lot and 10% of the total lot area of a CC, Community Commercial lot shall be dedicated to landscaping. The Corporate Campus shall have a minimum of 15% of the total lot area dedicated to landscaping. All landscape areas on nonresidential lots shall be provided with an irrigation system designed by a Texas Licensed Irrigator consisting of one of, or a combination of, an automatic underground spray or drip irrigation system or a hose attachment. No irrigation
shall be required for undisturbed natural areas or undisturbed existing trees.

5. Where a solid ground cover or lawn is proposed for the front yard of a residential lot, the use of an automatic spray or drip irrigation system is strongly encouraged. At a minimum, a hose attachment shall be required within 100 feet of all front yard landscaping to ensure proper hand watering/irrigation.

6. A minimum 100 foot wide tree preservation/open space landscape buffer setback shall be provided adjacent to the existing Fox Ridge single family residential subdivision along the northwest property line and along the portion of Purgatory Creek that borders the existing Settlement subdivision. The Conceptual Land Use Plan illustrates the location of this tree preservation/open space landscape buffer and provides GIS coordinates at various points along the buffer for reference. This tree preservation/open space landscape buffer is intended to serve as a buffer from the adjacent lots in the Fox Ridge and Settlement Subdivisions. The tree preservation/open space landscape buffer setback will be privately owned and maintained by the Property Owner. Unless otherwise approved through a Site Development Permit, there shall be no clearing, grading or public access within the tree preservation/open space landscape buffer setback area except as may be necessary to allow for the construction of a fence along a property line. The tree preservation/open space landscape buffer setback area shall be maintained free of all, trash, rubbish, debris or other similar nuisances and fire hazards in accordance with this agreement and the requirements of the City of San Marcos Code of Ordinances.

7. The boundary between the Residential 2 U/A area and southeastern most portion of the “Conservation or Open Space or Proposed Habitat (RHCP) Preserve” as illustrated on the Conceptual Land Use Plan and generally located between the existing Fox Ridge/Settlement subdivisions and the Residential 2 U/A area within the Project, south of Purgatory Creek, has been delineated with GIS coordinates as provided on the Conceptual Land Use Plan.

1.05 Public Infrastructure Improvements

A. The City hereby agrees to allow the extension, improvements of, and connections to City water and wastewater facilities to provide service to the Project up to a maximum of 4,000 service units equivalent. Owner anticipates that the Project will require 4,000 service units of water and wastewater from the City. At the time of execution of this Agreement, City anticipates that it will have sufficient water and wastewater capacity to serve the Project. City further acknowledges that its approval of any subdivision plat of property within the Project shall constitute a representation by the City that it has sufficient water and wastewater capacity available to serve the platted lots at the time of plat approval.

B. All water and wastewater infrastructure required to serve the Project shall be designed and built to the City's construction standards and in conformance with all rules, regulations and ordinances related to the construction and extension of water and wastewater utilities in effect at the time of submittal of construction plans and shall be subject to review and inspection by the City prior to acceptance.

C. The property owner/developer shall be responsible for the payment of all costs associated with the extension and improvements of infrastructure required to properly serve the development of the Property, which costs may be financed through the PID described in Section 1.05.B below. Prior to the acquisition of any off-site easements or rights-of-way the proposed utility alignments shall be approved by the City. The Owner is responsible for the acquisition of all necessary easements to serve the proposed development. In the event the Owner is unable to acquire an easement through reasonable commercial efforts the Owner may request the assistance of the City. Within 30 days of the receipt of a written request from the Owner, the City will commence an effort, exercising all powers available to the City as a Home Rule municipality, to acquire the necessary easements. The City will direct the work of an acquisition team, acceptable to the City and the Owner, contracted and paid by the Owner, in order to acquire the necessary easements.

D. Notwithstanding the foregoing, nothing herein shall be construed to prohibit the parties and/or adjacent developments or subdivisions from mutually agreeing to cost participate or oversize
reimbursement on specifically defined infrastructure in accordance with applicable City and State requirements for such participation or reimbursement.

E. To ensure a high quality, attractive development, where feasible, all utility infrastructure, including but not limited to water, wastewater and electrical infrastructure, for the Project shall be placed underground. All utility appurtenances that are required to be above ground may be placed above ground as necessary to serve the development of the Property. All extensions shall be made in a public utility easement or public right-of-way (ROW).

F. The Owner hereby requests and supports the City expanding its water and wastewater Certificate of Convenience and Necessity areas as necessary to serve the development of the Project.

G. The City hereby acknowledges that the County authorized the creation of a Public Improvement District ("PID") on approximately 2,029 acres of the Property (the "Existing PID") on September 23, 2014, pursuant to a County Resolution adopted pursuant to Chapter 372 of the Local Government Code (the "Existing PID Resolution"). If the Owner submits a petition to the County requesting that all or any portion of the remainder of the Property be added to the Existing PID or that a new PID be created for such portion of the remainder of the Property, the City hereby agrees to not oppose such petition.

H. The City hereby recognizes and acknowledges that oversizing of infrastructure improvements may be necessary to accommodate future growth and development of adjacent properties. In the event that oversizing is determined to be appropriate, the City shall enter into an agreement with the Owner in accordance with Section 7.1.3.1 of the Land Development Code.

I. The City and the County are willing to consider Chapter 380 and Chapter 381 economic development incentive agreements for the commercial portions of the Project. The terms, conditions, and amount of any incentive agreements shall be determined by separate agreement of the City, County, Owner, and/or applicable third parties.

J. Street Standards. All streets and roads within the Property shall be designed and constructed in conformance with the design guidelines and cross sections adopted by the City of San Marcos in accordance with Context Sensitive Street Design Standards. Alternative street design standards and cross sections for all streets may be utilized upon review and approval by the City and County Directors of Development Services at the time of detailed engineering and platting. Any decision of the City and County Directors of Development Services may be appealed to the Planning and Zoning Commission and the County Commissioners Court.

1.06 Impervious Cover

The maximum allowable impervious cover for the Property ("Permitted Maximum Allowable Property Impervious Cover") shall be 19% of the 2,552.379 acres of the gross area of the Property (which gross area expressly includes the 700.2 acres of gross area of the Conservation Habitat (RHCP) Preserve, and the 91.5 acres of additional Purgatory Creek Open Space shown on the Conceptual Land Use Plan attached hereto as Exhibit "B", regardless of whether Owner conveys a perpetual conservation or other easement or fee simple title to any portion of such areas to the City, the County, or any other governmental entity or conservation organization). The total Permitted Maximum Allowable Property Impervious Cover may be distributed throughout the Property or may be clustered as necessary provided that the total impervious cover on the 2,552.379 acres of the gross area of the Property does not exceed the Permitted Maximum Allowable Property Impervious Cover. If any portion of the Property is used for the right-of-way for Centerpoint Road, then the gross area of such portion of the Property and any impervious cover placed on such portion of the Property shall be excluded from all impervious cover calculations with respect to the remainder of the Property.

Clustering Incentives in accordance with Section 5.2.8 of the City’s LDC may be utilized within the Property subject to the City’s approval of a Qualified Watershed Protection Plan Phase 1 and shall be subject to review and approval of all applicable City of San Marcos permits including Watershed Protection Plans, Site Preparation Permits and Environmental and Geologic Assessments and shall be subject to all City of San Marcos and TCEQ regulations for buffering and protection of sensitive features, if any such features are identified on the Property.
1.07 Environmental, Water Quality & Detention Standards

The development of the Property shall comply with Chapter 5 of the Land Development Code as amended on March 4, 2014 and the associated City of San Marcos Storm Water Technical Manual; provided, however, that development of the Additional Property shall comply with Chapter 6 of the Land Development Code as amended on April 17, 2018 and the associated City of San Marcos Storm Water Technical Manual. No portion of the Project shall contain concrete storm water detention boxes. Development of the Property will adhere to a standard for removal of a minimum of 85% of the increase in Total Suspended Solids (TSS) after full development of the Property over the baseline existing conditions before development of the Property. The 85% TSS removal may be accomplished utilizing traditional best management practices (BMP’s), approved low-impact development (LID) practices, or a combination thereof. All BMP’s shall be designed and maintained by the Owner to achieve the performance standard of 85% TSS removal. BMP’s for treatment and detention of stormwater proposed for development of this Property may include, but shall not be limited to traditional BMP’s such as detention ponds, grass-lined swales, rain gardens, bioswales, biofiltration ponds and native drought-tolerant plants for landscaping or non-traditional, innovative BMP’s. The technical design of traditional BMP’s shall be in accordance with the City of San Marcos Storm Water Technical Manual. The use of innovative or non-traditional BMP’s shall be approved by the City and used within the Property when accompanied by supporting documentation (i.e. product research / testing or acceptance from other jurisdictions) illustrating the effectiveness of the BMP’s in achieving treatment standards identified herein. The technical design of innovative or non-traditional BMP’s shall be in accordance with supplied supporting documentation. Approved vegetative buffers and filters shall not include invasive species.

Low Impact Development (LID) techniques allow for greater development potential with less environmental impacts through the use of smarter designs and advanced technologies that achieve a better balance between conservation, growth, ecosystem protection, public health, and quality of life. Where feasible and practical to achieve maximum water quality standards, the development within the Property may incorporate various LID techniques, in one form or another, that work in conjunction with traditional BMP’s to achieve 85% TSS removal.

Development of the Property may incorporate pervious paving materials such as pervious pavers, pervious concrete (grasscrete or ecocrete) or other pervious paving materials where appropriate. For pervious paving materials used, technical documentation demonstrating the pervious nature of the specific system or systems as installed shall be provided and approved by the City. In the event that City approved pervious paving materials are utilized, the development of the Property shall receive credit towards the Permitted Maximum Allowable Impervious Cover.

During the construction process, stabilization and protection measures shall be utilized to limit site disturbance to the construction perimeter (the limits of construction). The type and adequacy of the erosion and sedimentation controls shall be subject to approval of the Director of Development Services prior to installation. All erosion and sedimentation controls shall be monitored and maintained at all times during the construction process. A combination of various approved erosion and sedimentation control measures will be implemented where appropriate.

Discharge of sediment from the construction site shall be minimized and controlled as per applicable City, State and Federal requirements. It shall be the responsibility of the Owner and its contractors to clean up any discharge of sedimentation from the Property. No construction shall begin until all required City Plans are approved and a stormwater pollution prevention plan (SWPPP) is produced by the Owner and approved by the City. An erosion and sedimentation control program shall include construction sequencing and sedimentation/erosion control measures to be implemented during construction. The type and adequacy of the erosion and sedimentation controls shall be subject to City approval prior to installation. All erosion and sedimentation controls shall be monitored and maintained at all times during the construction process, and shall be inspected on an appropriate frequency, as specified in the SWPPP, and results shall be available.
for inspection by the City at all times.

A full Water Pollution Abatement Plan (WPAP) including a geologic assessment and geotechnical report, prepared by a licensed third-party engineer and/or professional geologist selected by the Owner and approved by the City of San Marcos Director of Engineering and Capital Improvements, shall be provided by the Owner and approved by the City, prior to the approval of any final plat on the Property or any portion thereof. The WPAP documents shall include construction sequencing and detailed means and methods for drainage and sedimentation/erosion control measures to be implemented during construction. The type and adequacy of the erosion and sedimentation controls shall be subject to City approval prior to installation. All erosion and sedimentation controls shall be monitored and maintained at all times during the construction process, and shall be inspected on an appropriate frequency (as specified in the approved WPAP) by a qualified, third-party engineering inspector, and results shall be provided to the City following each inspection.

A maintenance agreement for the permanent BMPs on the Property written according to Sections 5.1.1.7 and 5.1.1.8 of the LDC shall be submitted. The maintenance agreement shall include provisions for testing and monitoring BMPs to make sure required volumes and other characteristics are still intact as originally designed. An easement for inspection and monitoring purposes in favor of an in a form acceptable to the City must be provided by the property owner.

1.08 Parkland and Open Space Dedication
A. In the event the Property is fully built out (i.e., the maximum 2,800 units under Section 1.04B is achieved across the entire property), the maximum total required parkland dedication shall be 35.64 acres. The development of the Property will meet or exceed all applicable parkland dedication requirements of the City. Except as may otherwise be permitted by the City, dedication of all or any portion of the required parkland shall occur in conjunction with the final plat on all or any portion of the Property.
B. All parkland, open space, sidewalks and trails, and designated amenities that are not owned and maintained by the Homeowners Association shall be open and available to the public, subject to any applicable rules and regulations of the U.S. Fish and Wildlife Service and the RHCP. Access to the parkland and open space shall be provided at the time of subdivision platting.
C. In addition to the required public parkland dedication amount indicated above, a variety of private active and passive recreational facilities ranging from small neighborhood pocket parks to larger improved common areas or parks are envisioned. These facilities shall be connected through a pedestrian network consisting of sidewalks and/or trails. The Project’s network of trails will be approximately 10-14 miles and provide connectivity to the Purgatory Creek Natural Area with a small parking area at such time and in such location as determined by Owner and City.
   1. The minimum width for a sidewalk shall be six feet (6’).
   2. Sidewalks shall be constructed of concrete or asphalt.
   3. Sidewalks may be located adjacent to the street right-of-way and incorporated into an appropriate street cross-section.
   4. The minimum width for a trail shall be eight feet (8’).
   5. Trails may be constructed of concrete, asphalt, crushed granite, or other material common in trail construction.
   6. Trails may be located adjacent to the street right-of-way and be incorporated as part of an alternative street cross-section upon the approval by the Director of Development Services or may be constructed in open space areas or improved common areas.
   7. The location of sidewalks and trails shall be determined at the time of preliminary platting and development of infrastructure construction plans and shall be included as part of a Subdivision Improvement Agreement.

1.09 Deed Restrictions and Creation of Homeowner’s Association
The Owner shall create a homeowner’s association responsible for, among other things,
enforcement of deed restrictions required under this Agreement. The homeowner’s association shall be created and deed restrictions recorded before commencement of any development on all or any portion of the Property. The deed restrictions shall be submitted to the City for review to determine consistency with this Agreement before recording. The homeowner’s association shall be duly authorized, under applicable laws, to enforce the deed restrictions against all owners and developers of land within the Property. Any deed restrictions, and amendments thereto, regulating development of the Property shall be recorded in the Official Public Records of Hays County, Texas. Any deed restrictions regulating development of the Property, and any amendments thereto, shall be subject to this Agreement. Such deed restrictions shall further include a statement that they are subject to this Agreement and that, in the event of a conflict between the deed restrictions and this Agreement, this Agreement shall govern.

1.10 Hays County Regional Habitat Conservation Plan & Endangered Species Act
Prior to any development activity as defined in the City’s LDC, the Owner shall comply with the Endangered Species Act, specifically related to the golden-cheeked warbler or black-capped vireo, by either obtaining approvals from the U.S. Fish and Wildlife Service or through voluntary participation in the Hays County Regional Habitat Conservation Plan (“RHCP”).

SECTION 2: MISCELLANEOUS PROVISIONS

2.01 Term
A. This Agreement shall commence and bind the Parties on the Effective Date and continue until all of the Property has been annexed for full purposes by the City (the “Term”), unless sooner terminated as provided in Section 2.01.C below. If, however, no progress toward completion of the Project, as defined under Section 245.005 of the Texas Local Government Code, is made within five (5) years of the date of this Agreement, this Agreement shall expire and Owner hereby agrees that any development of the Property shall comply with the ordinances in effect at the time the first plat application for any portion of the property is filed. This written Agreement may be extended for additional terms as allowed by law upon mutual written agreement of the parties.
B. After the expiration or termination of this Agreement, this Agreement will be of no further force and effect.
C. This Agreement may be terminated or amended as to all or any portion of the Property at any time by mutual written agreement between the City and Owner.

2.02 Authority
This Agreement is entered into, in part, under the statutory authority of Section 212.172 of the Texas Local Government Code and the applicable provisions of the Texas Constitution and the laws of the State of Texas. By virtue of this Agreement, Owner agrees to authorize the full purpose annexation of the Property by the City subject to applicable provisions of Chapter 43 of the Texas Local Government Code and in accordance with the terms and conditions set forth in this Agreement.

2.03 Equivalent Substitute Obligation
If any Party is unable to meet an obligation under this Agreement due to a court order invalidating all or a portion of this Agreement, preemptive state or federal law, an imminent and bona fide threat to public safety that prevents performance or requires different performance, changed circumstances or subsequent conditions that would legally excuse performance under this Agreement, or any other reason beyond the Party’s reasonable and practical control, the Parties will cooperate to revise this Agreement to provide for an equivalent substitute right or obligation as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid and enforceable, or other additional or modified rights or obligations that will most nearly preserve each Party’s overall contractual benefit under this Agreement.
2.04 Cooperation
The Parties agree to execute and deliver all such other and further documents or instruments and undertake such other and further actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

2.05 Litigation
In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any action taken by the Parties hereunder, Owner and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement, but only to the extent each party determines, in its sole discretion, that its interests are aligned or not in conflict with the other party’s interests. The filing of any third-party lawsuit relating to this Agreement or the development of the Property will not delay, stop, or otherwise affect the development of the Property or the City’s processing or issuance of any approvals for the development of the Property, unless otherwise required by a court of competent jurisdiction. The City agrees not to stipulate or agree to the issuance of any court order that would impede or delay the City’s processing or issuance of approvals for the development of the Property.

2.06 Default
Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from the other Party. Upon the passage of thirty (30) business days without cure of the default, such Party shall be deemed to have defaulted for all purposes of this Agreement. In the event of a non-cured default, the non-defaulting Party shall have all the rights and remedies available under applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement, or to enforce the defaulting Party’s obligations under this Agreement by specific performance. Nothing herein shall prevent the Parties from extending the above specified time frames for default and/or cure by mutual written agreement.

2.07 Governmental Powers; Waiver of Immunity
It is understood that by execution of this Agreement the City does not waive or surrender any of its governmental powers, immunities or rights.

2.08 Governing Law and Venue
The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas. The City and the Owner further agree that all actions to be performed under this Agreement are performable in Hays County, Texas.

2.09 Attorney’s Fees
If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney’s fees from the other Party. The amount of fees recoverable under this paragraph may be set by the court in the trial of the underlying action or may be enforced in a separate action brought for that purpose, and any fees recovered shall be in addition to any other relief that may be awarded.

2.10 Entire Agreement
This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous written or oral understandings or representations of the Parties with respect to this Agreement, including superseding the Existing Development Agreement.

2.11 Exhibits/Amendment

3128657.1
All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim. This Agreement may be amended only by mutual agreement of the Parties and in accordance with the applicable procedures outlined in Section 1.4.2.6(c) the City's LDC.

2.12 Severability
If any section, subsection, sentence, clause, phrase, paragraph, part or provision of this Agreement be declared by a court of competent jurisdiction to be invalid, illegal, unconstitutional or unenforceable in any respect, such unenforceability, unconstitutionality, illegality or invalidity shall not affect any of the remaining sections, subsections, sentences, clauses, phrases, paragraphs, parts or provisions of this Agreement as a whole, or in any part, since the same would have been enacted by the City Council without the incorporation in this Agreement of any such invalid, illegal, unconstitutional or unenforceable section, subsection, sentence, clause, phrase, paragraph, part or provision.

2.13 Interpretation
Wherever required by the context, the singular shall include the plural, and the plural shall include the singular.

2.14 Notice
Any notice, request or other communication required or permitted by this Agreement shall be in writing and may be affected by overnight courier or hand delivery, or by sending said notice by registered or certified mail, postage prepaid, return receipt requested, and addressed to the Parties as set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed to:

City Manager
City of San Marcos
630 E. Hopkins Street
San Marcos, Texas  78666

Any notice mailed to the County shall be addressed to:

Director of Development Services
Hays County
2171 Yarrington Road
San Marcos, TX 78666

Any notice mailed to LOR, LCSM Ph. 1-1, LCSM Ph.1-2, LSCM Ph. 2, LCSM Ph. 3, La Cima Commercial, LCSM WW or LCSM West shall be addressed to:

c/o Dubois, Bryant & Campbell, LLP
Attn: Mr. Bryan W. Lee, Manager
303 Colorado, Suite 2300
Austin, Texas  78701

2.15 Force Majeure
Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike.

2.16 Assignment
As of the Effective Date, Owner owns the Property. Owner may assign its rights and obligations under this Agreement to any third party (ies) only after providing written notice of assignment to the
City. The terms of this Agreement shall be covenants running with the land and binding on successors and assigns.

2.17 Signatures
The City represents that this Agreement has been approved and duly adopted by the City Council of the City in accordance with all applicable public meeting and public notice requirements including, but not limited to, notices required by the Texas Open Meetings Act, and that the individual executing this Agreement on behalf of the City has been authorized to do so. Owner represents and warrants that this Agreement has been approved by appropriate action of Owner and that the individual executing this Agreement on behalf of Owner has been authorized to do so.

2.18 Successors and Assigns and Recordation
The terms of this Agreement shall be covenants running with the land and binding on successors and assigns. Pursuant to the requirements of Section 212.172(f), Local Government Code, this Agreement shall be recorded in the official public records of Hays County, Texas. The terms of this Agreement shall be binding upon: (a) the Parties; (b) the Parties’ successors and assigns; (c) the Property; and (d) future owners of all or any portion of the Property. Notwithstanding the foregoing, however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property except for land use and development regulations within this Agreement that apply to specific lots, including architectural, environmental and water quality, landscaping and setback and dimensional standards, and impervious cover limits, together with applicable rights of enforcement in this Agreement as to such land use and development regulations.

2.19 Counterpart Originals
This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

[Signature Page Follows]
EXECUTED to be effective as of the Effective Date first stated above.

CITY OF SAN MARCOS, TEXAS

By: ____________________________
Name: __________________________
Title: __________________________

HAYS COUNTY, TEXAS

By: ____________________________
Name: __________________________
Title: __________________________

LAZY OAKS RANCH, LP, a Texas Limited Partnership

By: Lazy Oaks GP, LLC, its general partner

By: ____________________________
   Bryan W. Lee
   Its: Manager

LCSM PH. 1-1, LLC, a Texas Limited Liability Company

By: ____________________________
   Name: Bryan W. Lee
   Title: Manager

LCSM PH. 1-2, LLC, a Texas Limited Liability Company

By: ____________________________
   Name: Bryan W. Lee
   Title: Manager

LCSM PH. 2, LLC, a Texas Limited Liability Company

By: ____________________________
   Name: Bryan W. Lee
   Title: Manager
LCSM PH. 3, LLC, a Texas Limited Liability Company

By: ______________________________
Name: Bryan W. Lee
Title: Manager

LA CIMA COMMERCIAL, LP, a Texas Limited Partnership

By: La Commercial GP, LLC, its general partner

By: ______________________________
Name: Bryan W. Lee
Title: Manager

LCSM WW, LLC, a Texas Limited Liability Company

By: ______________________________
Name: Bryan W. Lee
Title: Manager

LCSM WEST, LP, a Texas Limited Partnership

By: LCSM West GP, LLC, its general partner

By: ______________________________
Name: Bryan W. Lee
Title: Manager
Acknowledgements

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on __________, 2020, by Bryan W. Lee, Manager, of Lazy Oaks GP, LLC, general partner of Lazy Oaks Ranch, L.P., a Texas Limited Partnership, in such capacity, on behalf of said entities.

______________________________
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on ____, 2020, by Bryan W. Lee, Manager, of LCSM Ph. 1-1, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.

______________________________
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on ____, 2020, by Bryan W. Lee, Manager, of LCSM Ph. 1-2, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.

______________________________
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on ____, 2020, by Bryan W. Lee, Manager, of LCSM Ph. 2, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.

______________________________
Notary Public, State of Texas
This instrument was acknowledged before me on ______, 2020, by Bryan W. Lee, Manager, of LCSM Ph. 3, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.

______________________________
Notary Public, State of Texas

This instrument was acknowledged before me on ______, 2020, by Bryan W. Lee, Manager, of La Cima Commercial GP, LLC, general partner of La Cima Commercial, LP, a Texas Limited Partnership, in such capacity, on behalf of said entities.

______________________________
Notary Public, State of Texas

This instrument was acknowledged before me on ______, 2020, by Bryan W. Lee, Manager, of LCSM WW, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.

______________________________
Notary Public, State of Texas

This instrument was acknowledged before me on ______, 2020, by Bryan W. Lee, Manager, of LCSM West GP, LLC, general partner of LCSM West, LP, a Texas Limited Partnership, in such capacity, on behalf of said entities.

______________________________
Notary Public, State of Texas
This instrument was acknowledged before me on ____________, 2020, by ____________, City Manager of the City of San Marcos, in such capacity, on behalf of said entity.

____________________________
Notary Public, State of Texas
STATE OF TEXAS §

§

COUNTY OF HAYS §

This instrument was acknowledged before me on __________, 2020, by ________, ________ of Hays County, in such capacity, on behalf of said entity.

_________________________
Notary Public, State of Texas
# La Cima DA Amendment Comparison Chart

<table>
<thead>
<tr>
<th>Item</th>
<th>Current Development Agreement (Res. 2018-075R)</th>
<th>Applicant’s Request</th>
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<tr>
<td><strong>Total Acres</strong></td>
<td>2,422.996 acres</td>
<td>2,552.379 acres (addition of 129,383 acres*)</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>Additional acreage will be subject to Chapter 6 of the San Marcos Development Code and the Associated City of San Marcos Storm Water Technical Manual – see Section 1.07</em>*</td>
</tr>
<tr>
<td><strong>Overall Project Density</strong></td>
<td>1.16 units/acre</td>
<td>1.10 units/acre</td>
</tr>
<tr>
<td><strong>Dwelling Units</strong></td>
<td>2,800</td>
<td>No change</td>
</tr>
<tr>
<td><strong>Annexation</strong></td>
<td>Annex property upon recordation of final plat</td>
<td>No change</td>
</tr>
<tr>
<td><strong>Multifamily Residential (MF-24)</strong></td>
<td>Up to 30 acres and a max. 720 units</td>
<td>Up to a maximum of 720 units, no acreage limitation</td>
</tr>
<tr>
<td></td>
<td>Only allowed west of Old Ranch Road 12 in area depicted as Community Commercial</td>
<td>Only allowed west of Old Ranch Road 12 in area depicted as Community Commercial</td>
</tr>
<tr>
<td></td>
<td>(Section 1.04(A)(3) excludes 3.45 acres located east of Old Ranch Road 12 – collectively described as the “La Cima Outparcels” on Page 1 of the Development Agreement)</td>
<td>(Section 1.04(A)(3) excludes 3.45 acres located east of Old Ranch Road 12, collectively described as the “La Cima Outparcels”, and the 22.723 acres, described as the “Additional 22 Acre Tract” on Page 1 of the Development Agreement)</td>
</tr>
<tr>
<td></td>
<td>Prohibit Purpose Built Student Housing</td>
<td>Development phasing remains the same</td>
</tr>
<tr>
<td></td>
<td>Multifamily Residential Design Standards (Ord. 2014-35) would apply</td>
<td>Still excludes Purpose Built Student Housing</td>
</tr>
</tbody>
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Standards; any deviations must be approved by City Council
- Development of multifamily to occur in 2 phases:
  - 1st Phase: no more than 15 acres developed as MF
  - 2nd Phase: development deferred until the 1st Phase is complete & 75% occupied and at least 200 SF homes completed & occupied

| Condominium Residential | Not a use currently allowed in Development Agreement | - New use under Section 1.04(A)
  | o Allowed via a Conditional Use Permit approved by City Council |

| Impervious Cover Maximum | 20% of 2,422.996 acres (approx. 485 acres) | 19% of 2,552.379 (approx. 485 acres) |

| Public Improvement District (“PID”) | Hays County authorized creation of existing PID on approx. 2,029 acres of Property | City will not oppose any petition the Owner submits to Hays County to amend Existing PID to include any or all of the remaining Property |

| Parkland | Dedicating 35.64 acres of parkland (total amount required for both single-family and multifamily per the LDC) – their intent is that this is contained in the 91.5 acre area shown on Conceptual Land Use Plan as “Purgatory Creek Open Space”
  | - To be dedicated either with the final plat of Phase 8 or when Hays County completes extension of West Centerpoint Road to the southeastern corner of property, whichever is earliest. | No Change |

| Neighborhood Commercial (“NC”) Development | Allowed within residential area east of Purgatory Creek | No Change |

| Community Commercial (“CC”) Development | Up to a maximum of 200 acres | No Change |
| Service Units Equivalent | 4,000 maximum | No Change |

* All other changes to the Development Agreement are grammatical or formatting in nature.
Non-Consent Agenda
Item XX

Receive a Staff presentation and hold a Public Hearing to receive comments for or against Resolution 2020-XXR, approving a third amended and restated Development Agreement with Lazy Oaks Ranch, LP and its partial assignees in connection with the La Cima Development near the intersection of Old Ranch Road 12 and Wonder World Drive based upon a request from the developer to, among other things, add 129.383 acres of land to the area covered by the agreement and allow a Condominium Residential use in any portion of the property only by approval by the City Council of a Conditional Use Permit for such use; approving any other conditions or alternatives to such request as the City Council may propose; authorizing the City Manager, or his designee, to execute the agreement on behalf of the City; and providing an effective date
Context & History:

• Original Development Agreement approved in 2014
• Development Agreement amended in 2018 (Res. 2018-075)
  – Increased acreage
  – Decreased overall density to 1.16 units per acre
  – Addition of up to 30 acres of multifamily to be developed in 2 phases
• September 2019 – received request for the following amendments:
  – Increase in acreage
    • Addition of 122.305 acres
      – Combination of property commonly referred to as the “Wills Tract” and 5 acres released by Frost Bank to the property owner
  – Increase in dwelling units
    • Addition of 150 dwelling units
    • No increase in overall density – still remains 1.16 units per acre
  – Increase in parkland dedication amount
    • Slight increase in parkland acreage required due to increase in additional dwelling units
  – DENIED at 10.15.19 City Council Meeting
**Context & History:**

- **October 29, 2019** – Council Committee reconvened
  - Requested that there be no increase in total impervious cover over the entire project
  - Requested the applicant dedicate the same amount of acreage as parkland as they are adding to project
    - Could be added anywhere
  - Requested that the road to the fire station be included with this amendment
    - The relocation of Fire Station #2 was discussed during the November 6th Work Session

- Applicant was unable to agree to these terms as he cannot purchase additional land only to give up the development potential somewhere else. Impervious coverage would remain the same from a percentage basis.
Context & History:

- **December 2019** – received request for the following amendments:
  - Increase in acreage (Addition of 129.383 acres (new ground survey conducted)
    - Combination of property commonly referred to as the “Wills Tract” and 5 acres released by Frost Bank to the property owner
  - Residential dwelling units remain at 2,800
    - Decrease in overall density – drops from 1.16 units per acre to 1.10 units per acre
  - Multi-family units up to a maximum of 720 dwelling units, no acreage limitation
    - Currently, up to 30 acres
  - New Condominium Residential use under Section 1.04(A)
    - 2.5.20 – Council Committee agreed to allow use via a Conditional Use Permit approved by City Council
  - Impervious Cover Maximum drops to 19% (approx. 485 acres) from 20% (approx. 485 acres)
  - No opposition from City on any petition to Hays County to amend existing PID boundary to include any or all of the remaining property
# La Cima DA Amendment Comparison Chart

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<td>Up to 30 acres and a max. 720 units&lt;br&gt;- Only allowed west of Old Ranch Road 12 in area depicted as Community Commercial&lt;br&gt;  - (Section 1.04(A)(3) excludes 3.45 acres located east of Old Ranch Road 12 – collectively described as the “La Cima Outparcels” on Page 1 of the Development Agreement)&lt;br&gt;  - Prohibit Purpose Built Student Housing&lt;br&gt;  - Multifamily Residential Design Standards (Ord. 2014-35) would apply&lt;br&gt;  - Upon submittal of deed restrictions required in Section 1.09 of the agreement, Owner shall meet or exceed the Building Design Section of the Multifamily Residential Design</td>
<td>Up to a maximum of 720 units, no acreage limitation&lt;br&gt;- Only allowed west of Old Ranch Road 12 in area depicted as Community Commercial&lt;br&gt;  - Section 1.04(A)(3) excludes 3.45 acres located east of Old Ranch Road 12, collectively described as the “La Cima Outparcels”, and the 22.723 acres, described as the “Additional 22 Acre Tract” on Page 1 of the Development Agreement&lt;br&gt;- Development phasing remains the same&lt;br&gt;- Still excludes Purpose Built Student Housing</td>
</tr>
<tr>
<td>Category</td>
<td>Description</td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Condominium Residential</td>
<td>Not a use currently allowed in Development Agreement</td>
<td></td>
</tr>
<tr>
<td>Impervious Cover Maximum</td>
<td>20% of 2,422,996 acres (approx. 485 acres)</td>
<td></td>
</tr>
<tr>
<td>Public Improvement District (&quot;PID&quot;)</td>
<td>Hays County authorized creation of existing PID on approx. 2,029 acres of Property</td>
<td></td>
</tr>
<tr>
<td>Parkland</td>
<td>- Dedicating 35.64 acres of parkland (total amount required for both single-family and multifamily per the LDC) – their intent is that this is contained in the 91.5 acre area shown on Conceptual Land Use Plan as “Purgatory Creek Open Space”</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- To be dedicated either with the final plat of Phase 8 or when Hays County completes extension of West Centerpoint Road to the southeastern corner of property, whichever is earliest.</td>
<td></td>
</tr>
<tr>
<td>Neighborhood Commercial (&quot;NC&quot;) Development</td>
<td>Allowed within residential area east of Purgatory Creek</td>
<td></td>
</tr>
<tr>
<td>Community Commercial (&quot;CC&quot;) Development</td>
<td>Up to a maximum of 200 acres</td>
<td></td>
</tr>
<tr>
<td>Service Units Equivalent</td>
<td>4,000 maximum</td>
<td>No Change</td>
</tr>
</tbody>
</table>

* All other changes to the Development Agreement are grammatical or formatting in nature.
Current Conceptual Land Use Plan

Legend

<table>
<thead>
<tr>
<th>Use</th>
<th>Acreage</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONSERVATION / OPEN SPACE</td>
<td>700.20 Ac.</td>
</tr>
<tr>
<td>Conservation / RHCPP</td>
<td>700.20 Ac.</td>
</tr>
<tr>
<td>Purification Creek Open Space</td>
<td>91.50 Ac.</td>
</tr>
<tr>
<td>Residential (2 Units / Acre)</td>
<td>712.75 Ac.</td>
</tr>
<tr>
<td>Residential (3 Units / Acre)</td>
<td>706.19 Ac.</td>
</tr>
<tr>
<td>COMMERCIAL</td>
<td>200.00 Ac.</td>
</tr>
<tr>
<td>TOTAL</td>
<td>2,422.99 Ac.</td>
</tr>
</tbody>
</table>

Residential acreage indicated in gross area. Open Space, Parks, and other community open space will be within this area.

1. Neighborhood Commercial (NCC) zones permitted in accordance with Section 1.0.4.A.1.
2. Residential acreage may increase in accordance with Section 1.0.4.B.1.
3. Community Commercial (CC) zones permitted in accordance with Section 1.0.4.A.2. Acreage may decrease in accordance with Section 1.0.4.B.1. The maximum Community Commercial (CC) shall be 200 Acres.
4. Up to 30 acres of the area designated as Community Commercial (CC) is permitted for MF-2H, Multi-Family, Residential.

La Cima San Marcos
Exhibit E - Conceptual Land Use Plan

Scale: 1" = 200'
Proposed Conceptual Land Use Plan
Proposed Conceptual Land Use Plan
Conservation & Open Space Exhibit

Legend
- Property Line
- Out Parcels

Conservation / Open Space
- Open Space / Habitat RHCP Preserve: 700.2 Ac.
- Open Space / Purgatory Creek: 91.5 Ac.

Open Space / Habitat RHCP Preserve (700.20 ACRES)

Open Space / Purgatory Creek (91.5 ACRES)
File #: Res. 2020-51R, Version: 1

AGENDA CAPTION:
Consider approval of Resolution 2020-51R, approving the appointment of Guillermo S. Trevino to the position of Assistant City Attorney; and declaring an effective date.

Meeting date: March 3, 2020

Department: City Attorney

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 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:
Guillermo “Will” S. Trevino has been selected to fill a vacancy for the position of Assistant City Attorney. Section 4.04 of the San Marcos City Charter authorizes the City Attorney to appoint assistant city attorneys with the approval of the City Council. The position is funded within the Legal Department’s budget and no additional appropriation is required.

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 APPROVING THE APPOINTMENT OF GUILLERMO S. TREVINO TO THE POSITION OF ASSISTANT CITY ATTORNEY; AND DECLARING AN EFFECTIVE DATE

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

PART 1. The City Council hereby approves the City Attorney’s appointment of Guillermo S. Trevino to the position of Assistant City Attorney.

PART 2. This resolution shall be in full force and effect immediately from and after its passage.


Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk
AGENDA CAPTION: Consider approval of Resolution 2020-52R, approving an agreement for the provision of services in connection with the proposed owner requested annexation of approximately 31 acres of land generally located on the East Side of Highway 123, between Monterey Oak Drive and Old Bastrop Highway; 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.

Meeting date: March 3, 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: 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 - 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 - Safe, Well coordinated transportation system implemented in an environmentally sensitive manner

☐ Core Services
☐ Not Applicable

Master Plan: [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]
Choose an item.

Background Information:
This is a request for a voluntary annexation submitted by Vantage San Marcos on behalf of Mohnke Poor Farm, LLC, for approximately 31 +/- acres out of the J.F. Geister Survey, No 6 and No 7, Hays County, generally located on the east side of highway 123 between Monterrey Oak Drive and Old Bastrop Highway.

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):**
  March 3, 2020 (Today)

- **City Council Ordinance 1st Reading (Public Hearing):** March 17, 2020

- **City Council Ordinance 2nd Reading:** April 7, 2020

Council Committee, Board/Commission Action:
Click or tap here to enter text.

Alternatives:
Click or tap here to enter text.

Recommendation:
RESOLUTION NO. 2020- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES IN CONNECTION WITH THE PROPOSED OWNER REQUESTED ANNEXATION OF APPROXIMATELY 31 ACRES OF LAND GENERALLY LOCATED ON THE EAST SIDE OF HIGHWAY 123, BETWEEN MONTEREY OAK DRIVE AND OLD BASTROP HIGHWAY; 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.

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

PART 1. The attached Agreement for the Provision of Services is hereby approved.

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

PART 3. The date for the public hearing concerning the proposed annexation of the land described in said Agreement shall be March 17, 2020.

PART 4. This resolution shall be in full force and effect immediately from and after its passage.


Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk
AGREEMENT FOR THE PROVISION OF SERVICES
(Pursuant to Tex. Local Gov’t Code §43.0672)

Date: March 3, 2020

Owner: Mohnke Poor Farm LLC, 540 Mission Valley Road, New Braunfels, TX 78132

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:
Mohnke Poor Farm LLC

By: ____________________________

Name: __________________________

Title: __________________________

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on ____________, 20__, by ____________________________, ____________________________ of Mohnke Poor Farm, LLC, in such capacity on behalf of said entity.

_________________________________
Notary Public, State of _________
METES AND BOUNDS DESCRIPTION
TO ACCOMPANY ZONING AND ANNEXATION EXHIBIT

BEING 12.43 ACRES (541,632 SQUARE FEET +/-) TRACT OF LAND SITUATED IN THE J.F. GEISTER SURVEY NO. 6 AND IN THE J.F. GEISTER SURVEY NO. 7, IN THE CITY OF SAN MARCOS, HAYS COUNTY, TEXAS, SAID 12.43 ACRE TRACT ALSO BEING OUT OF A CALLED 30.9 ACRE TRACT (TRACT 2) AS DESCRIBED IN DOCUMENT NO. 18028048, REEL RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch Iron Rod found on the East Right-of-Way line of State Highway 123 and the Southeast Right-of-Way line of Old Bastrop Highway and marking the Westernmost corner of a called 225.25 Acre Tract as described in deed recorded in Document number 18004464, of the Deed records of Hays County, Texas;

THENCE S 04° 22' 13" W a distance of 288.89 feet, along and with the East Right-of-Way line of said State highway 123 to a 1/2-Inch Iron Rod found marking the Northernmost corner of said 30.9 Acre Tract;

THENCE S 04° 24' 31" W a distance of 1506.69 feet, along and with the East Right-of-Way line of said State highway 123 to a 1/2-Inch Iron Rod found at the POINT OF BEGINNING;

THENCE S 85° 35' 29" E a distance of 127.50 feet departing the East Right-of-Way line of said State Highway 123, into and across said 30.9 Acre Tract to a 1/2-Inch Iron Rod with cap "MBC" Set at the point of curvature of a curve to the left;

THENCE along and with said curve to the left having the following parameters: Radius = 545.00 feet, Arc length = 435.83 feet, Chord Bearing = N 71° 29' 37" E and Chord Distance = 424.31 feet to a 1/2-Inch Iron Rod with cap "MBC" Set;

THENCE N 48° 35' 24" E a distance of 607.78 feet to a 1/2-Inch Iron Rod with cap "MBC" on the West line of a called 100 Acre tract as described in deed recorded in Document number 18028048 of the Deed records of Hays County, Texas;

THENCE S 42° 06' 52" E a distance of 310.02 feet along and with the West line of said 100 Acre Tract, to a fence post Found and marking the Northernmost corner of Lot 1, Block F, Cottonwood Creek Phase I, Section 1-B, according the plat thereof recorded in Volume 14, Page 294 of the Map and Plat records of Hays County, Texas;

THENCE S 48° 35' 24" W a distance of 1674.24 feet along and with the Northwest line of said Cottonwood Creek Phase I, Section 1-B Subdivision, to a fence post Found on the East Right-of-Way of said State Highway 123 and marking the Southernmost corner of this tract;
THENCE N 04° 24' 31" E a distance of 811.01 feet along and with the East Right-of-Way line of said State Highway 123, to the POINT OF BEGINNING and containing 12.43 acres, more or less as surveyed by Martin, Bose, Copeland, and Associates, Inc.

Note: A Survey Sketch that is made a part hereof and shall accompany this instrument.

Joel Christian Johnston, R.P.L.S.
TBPLS Firm Registration 10011700

Date: December 04, 2019
Job No: 32486-HAYS
METES AND BOUNDS DESCRIPTION
TO ACCOMPANY ZONING AND ANNEXATION EXHIBIT

BEING 18.58 ACRES (809.506 SQUARE FEET +/-) TRACT OF LAND SITUATED IN THE
J.F. GESTER SURVEY NO. 6 AND IN THE J.F. GESTER SURVEY NO. 7, IN THE CITY
OF SAN MARCOS, HAYS COUNTY, TEXAS, SAID 18.58 ACRE TRACT ALSO BEING
OUT OF A CALLED 30.9 ACRE TRACT (TRACT 2) AS DESCRIBED IN DOCUMENT NO.
18028048, DEED RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE
PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOW:

COMMENCING at a 1/2-inch Iron Rod found on the East Right-of-Way line of State Highway
123 and the Southeast Right-of-Way line of Old Buentrop Highway and marking the Westernmost
corner of a called 225.25 Acre Tract as described in deed recorded in Document number
18004646, of the Deed records of Hays County, Texas;

THEN CE S04° 22' 13" W a distance of 288.89 feet, along and with the East Right-of-Way line
of said State Highway 123 to a 1/2-Inch Iron Rod Found at the POINT OF BEGINNING;

THEN CE S41° 37' 44" W a distance of 81.88 feet, along and with the West line of said 225.25
Acre Tract and with the East line of this tract to a Fence Post Found;

THEN CE S41° 49' 45" W a distance of 440.41 feet, continuing along and with said 225.55 Acre
Tract to a 1/2-Inch Iron Rod with cap "BYRN" Found and marking the Westernmost corner of a
called 100 Acre Tract as described in deed recorded in Document number 18028048 of the Deed
records of Hays County, Texas;

THEN CE S42° 05' 52" W a distance of 54.41 feet along and with the West line of said 100 Acre
Tract, to a 1/2-Inch Iron Rod with cap "MBC" Set;

THEN CE S48° 35' 24" W a distance of 607.78 feet departing the West line of said 100 Acre
tract, into and across said 30.9 Acre tract to a 1/2-Inch Iron Rod with cap "MBC" Set at the point
of curvature of a curve to the right;

THEN CE along and with said curve to the right having the following parameters: Radius =
545.00 feet, Arc length = 435.83 feet, Chord Bearing = S 71° 29' 57" W and Chord Distance =
424.31 feet to a 1/2-Inch Iron Rod with cap "MBC" Set;

THEN CE N85° 35' 29" W a distance of 127.50 feet to a 1/2-Inch Iron Rod with cap "MBC" Set
on the East Right-of-Way line of said State Highway 123;
THENCE N 04° 24' 31" E a distance of 1506.69 feet along and with the East Right-of-Way line of said State Highway 123 to the POINT OF BEGINNING and containing 18.58 acres, more or less as surveyed by Medina, Bose, Copeland, and Associates, Inc.

Note: A Survey Sketch that is made a part hereof and shall accompany this instrument.

Joel Christian Johnson, R.P.L.S.
TBPLS Firm Registration 10011700

Date: December 04, 2019
Job No: 32486-HAYS
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.
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.
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: 2/4/2020
AN-20-03
Existing Zoning Map
Annexation — 3625 Highway 123

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: 2/4/2020
AN-20-03
Transportation Master Plan
Annexation — 3625 Highway 123

Thorough Fare Street Plan
- Enhanced Facilities Thoroughfare, Ave
- Enhanced Facilities Thoroughfare, Blvd
- Enhanced Facilities Thoroughfare, Pkwy
- Enhanced Facilities Thoroughfare, St
- Proposed Facilities Thoroughfare, Ave
- Proposed Facilities Thoroughfare, Pkwy
- Proposed Facilities Thoroughfare, St

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: 2/4/2020
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: 2/4/2020
AN-20-03
Water/Wastewater Lines
Annexation — 3625 Highway 123

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: 2/4/2020
CONTACT INFORMATION

<table>
<thead>
<tr>
<th>Applicant’s Name</th>
<th>Property Owner</th>
</tr>
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<tbody>
<tr>
<td>Vantage at San Marcos, LLC</td>
<td>Mohnke Poor Farm, LLC</td>
</tr>
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</table>

<table>
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<tr>
<th>Company</th>
<th>Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mohnke Poor Farm, LLC</td>
<td>Mohnke Poor Farm, LLC</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Applicant’s Mailing Address</th>
<th>Owner’s Mailing Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>7334 Blanco RD, Suite 200 San Antonio, TX 78216</td>
<td>7334 Blanco RD, Suite 200 San Antonio, TX 78216</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Applicant’s Phone #</th>
<th>Owner’s Phone #</th>
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<tbody>
<tr>
<td>210.381.9813</td>
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<table>
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<tr>
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<th>Owner’s Email</th>
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<tr>
<td><a href="mailto:cweigand@housingdev.com">cweigand@housingdev.com</a></td>
<td></td>
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</tbody>
</table>

PROPERTY INFORMATION

Is the property adjacent to city limits  □ YES  □ NO

Is the property less than ½ mile in width  □ YES  □ NO

Are there less than 3 qualified voters living on the property  □ YES  □ NO

Proposed Use: Single Family and Multifamily
Proposed Zoning: CD-3 and CD-4

Reason for Annexation / Other Considerations: Annexation required for proposed development and access to utilities

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 $1,181  Technology Fee $13  TOTAL COST $1,194

Submittal of this digital Application shall constitute as acknowledgement and authorization to process this request.

APPLY ONLINE – WWW.MYGOVERNMENTONLINE.ORG/
PROPERTY OWNER AUTHORIZATION

I, Lora Ann Chafin (owner name) on behalf of Mohnke Poor Farm, LLC (company, if applicable) acknowledge that I/we am/are the rightful owner of the property located at 3625 State Highway 123, San Marcos, TX 78666 (address).

I hereby authorize Chris Weigand or assigns (agent name) on behalf of Vantage at San Marcos, LLC (agent company) to file this application for Zoning and other development related applications (application type), and, if necessary, to work with the Responsible Official / Department on my behalf throughout the process.

Signature of Owner: Lora Ann Chafin Date: 11/25/2019
Printed Name, Title: Lora Ann Chafin

Signature of Agent: Chris Weigand, Project Manager Date: 1/4/20
Printed Name, Title: Chris Weigand, Project Manager

Form Updated October, 2019
# 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:

<table>
<thead>
<tr>
<th>Item</th>
<th>Comments</th>
</tr>
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<tbody>
<tr>
<td>Pre-development meeting with staff is recommended</td>
<td></td>
</tr>
<tr>
<td>- Please visit <a href="http://sanmarcostx.gov/1123/Pre-Development-Meetings">http://sanmarcostx.gov/1123/Pre-Development-Meetings</a> to schedule</td>
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<tr>
<td>Completed Application for Annexation</td>
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<tr>
<td>Metes &amp; Bounds description of the area to be annexed</td>
<td></td>
</tr>
<tr>
<td>CAD file in grid for GIS integration. Projection: NAD 1983 StatePlane Texas South Central FIPS 4204 Feet</td>
<td></td>
</tr>
<tr>
<td>Authorization to represent the property owner, if the applicant is not the owner</td>
<td></td>
</tr>
<tr>
<td>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</td>
<td></td>
</tr>
<tr>
<td>Application Filing Fee $1,181</td>
<td></td>
</tr>
<tr>
<td>Technology Fee $13</td>
<td></td>
</tr>
</tbody>
</table>

**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...”**
OWNER'S CONSENT TO ANNEXATION OF LAND

Date: February 3, 2020

City: City of San Marcos, Texas, a home rule municipal corporation

Owner: Mohnke Poor Farm LLC, 540 Mission Valley Road New Braunfels TX 78132

Property: 31 acres, more or less, of land area in the J.F. Geister Survey No. 6 and No. 7 Hays County, Texas

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]
OWNER:
By: Mohnke Poor Farm LLC
Name: Lora Ann Chafin
Title: Managing Member

ACKNOWLEDGMENT

STATE OF Texas $ $
COUNTY OF Comal $ $

This instrument was acknowledged before me on December 31, 2019 by Lora Ann Chafin, Managing Member of Mohnke Poor Farm, LLC in such capacity on behalf of said entity.

WENDI JILL RIOS
Notary Public, State of Texas
May 15, 2023
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

____ X ____ 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: Mohrke Pore Farm LLC
Name: Iowa Ann Chafin Foulk Chafin
Title: Managing Member
Date: December 31, 2019

Case No. AN-19-03 (Old Bastrop / Rattler Road Annexation)
AN-20-03 (Vantage San Marcos – Annexation)

Receive a Staff presentation and consider approval of a written service agreement from Vantage San Marcos on behalf of Mohnke Poor Farm, LLC, for approximately 31 acres of land generally located on the east side of Highway 123, between Monterey Oak Drive and Old Bastrop Highway, and set a public hearing date.
Context:

- East side of Highway 123 between Old Bastrop Highway and Monterrey Oak Drive
- 31 acres
- Applicant proposes to develop property for single-family development (12.5 acres) and multifamily (18.5 acres) between Old Bastrop Highway and Monterrey Oak Drive.
- 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): March 3, 2020 (Today)
- City Council Ordinance 1\textsuperscript{st} Reading (Public Hearing): March 17, 2020
- City Council Ordinance 2\textsuperscript{nd} Reading: April 7, 2020

Zoning Schedule

- Planning and Zoning Commission (Public Hearing): February 25, 2020
- City Council Ordinance 1\textsuperscript{st} Reading (Public Hearing): March 17, 2020
- City Council Ordinance 2\textsuperscript{nd} Reading: April 7, 2020
AGENDA CAPTION:
Consider approval of Resolution 2020-53R, approving an agreement for the provision of services in connection with the proposed owner requested annexation of approximately 62.48 acres of land generally located at the intersection of Gregsons Bend and Commercial Loop; 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.

Meeting date: March 3, 2020

Department: Planning & 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: 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.
Master Plan: [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]
Choose an item.

Background Information:
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. Pedernales 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): March 3, 2020 (Today)
- City Council Ordinance 1st Reading (Public Hearing): March 17, 2020
- City Council Ordinance 2nd Reading: April 7, 2020

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 APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES IN CONNECTION WITH THE PROPOSED OWNER REQUESTED ANNEXATION OF APPROXIMATELY 62.48 ACRES OF LAND GENERALLY LOCATED AT THE INTERSECTION OF GREGSONS BEND AND COMMERCIAL LOOP; 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.

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

PART 1. The attached Agreement for the Provision of Services is hereby approved.

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

PART 3. The date for the public hearing concerning the proposed annexation of the land described in said Agreement shall be March 17, 2020.

PART 4. This resolution shall be in full force and effect immediately from and after its passage.


Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk
AGREEMENT FOR THE PROVISION OF SERVICES
(Pursuant to Tex. Local Gov’t Code §43.0672)

Date: March 3, 2020

Owner: Outlet West Investors, Ltd., 415 N Guadalupe St, Ste 400

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 PAGES]
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:
Outlet West Investors, Ltd.

By: _______________________
   Its general partner

By: _______________________

Name: _______________________

Title: _______________________

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on ____________, 20__, by
____________________, ___________________ of ____________________, general
partner of Outlet West Investors, Ltd., in such capacity on behalf of said entity.

____________________

Notary Public, State of ________
EXHIBIT A

62.48 Ac., Edward Burleson Survey No. 18, A-63, Hays County, Texas

FIELD NOTES DESCRIPTION

DESCRIPTION OF 62.48 ACRES OF LAND IN THE EDWARD BURLESON SURVEY NO. 18, A-63, HAYS COUNTY, TEXAS, BEING A PORTION OF A CERTAIN CALLED 109.22 ACRE TRACT DESCRIBED IN THE DEED TO OUTLET WEST INVESTORS, LTD. OF RECORD IN VOLUME 1496, PAGE 887, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 62.48 ACRE TRACT, AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a plastic cap stamped “BYRN SURVEY” found in the southeast right-of-way line of that certain 200-foot wide Union Pacific Railroad right-of-way, being the south corner of that 100-foot strip described in the deed to the Missouri, Kansas & Texas Railway Company of Texas of record in Volume 41, Page 23, Dead Records of Hays County, Texas, in the northeast line of a certain 29.07 acre tract designated as Tract Number 3 and described in the deed to Eugene A. Henry, Jr. and Frances K. Henry of record in Volume 276, Page 313, Dead Records of Hays County, Texas, at the west corner of the said 109.22 acre tract, for the west corner and POINT OF BEGINNING of the tract described herein;

THENCE N 46°39'30" E, leaving the northeast line of the said 29.07 acre tract, with the southeast railroad right-of-way line and the northwest line of the said 109.22 acre tract, with the northwest line of the tract described herein, a distance of 1903.08 feet to a ½-inch iron rod with a plastic cap stamped “BYRN SURVEY” found, for the north corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped “BYRN SURVEY” found in the southeast railroad right-of-way line and the northwest line of the said 109.22 acre tract bears S 46°39'30" W, a distance of 160.21 feet;

THENCE leaving the said southeast railroad right-of-way line, crossing the said 109.22 acre tract, with the northeast, southeast, and northeast lines of the tract described herein, the following seven (7) courses and distances:

1. S 46°27'37" E, a distance of 657.03 feet to a calculated angle point,
2. S 52°15'35" E, a distance of 229.85 feet to a calculated point for the most northerly east corner,
3. S 30°31'34" W, a distance of 198.77 feet to a ½-inch iron rod with a plastic cap stamped “BYRN SURVEY” found,
4. S 32°44'39" W, a distance of 199.24 feet to a ½-inch iron rod with a plastic cap stamped “BYRN SURVEY” found at a re-entrant corner,
5. S 46°16'38" E, a distance of 348.25 feet to a ½-inch iron rod with a plastic cap stamped “BYRN SURVEY” found at an east corner,
6. S 45°29'11" W, a distance of 46.11 feet to a ½-inch iron rod found at a re-entrant corner, and
7. S 36°50'33" E, a distance of 111.52 feet to a ½-inch iron rod with a plastic cap stamped “BYRN SURVEY” found in the southeast line of the said 109.22 acre tract, same being the curving northwest right-of-way line of Gregson’s Bend, a 60-foot right-of-way, as shown on the Lot 2 and Gregson Road of Section 1, the lowman Ranch Subdivision plat of record in Volume 7, Page 215, Plat Records of Hays County, Texas, for an east corner of the tract described herein;

THENCE with the west and northwest right-of-way line of said Gregson’s Bend, with the east and southeast line of the tract described herein, the following five (5) courses and distances:

1. with the arc of a curve to the left, having a radius of 360.00 feet, an arc distance of 69.68 feet, and a chord which bears S 31°22'59" W, a distance of 69.55 feet to a ½-inch iron rod with a plastic cap stamped “BYRN SURVEY” found at a point-of-tangency,
2. S 25°56'16" W, a distance of 277.98 feet to a ½-inch iron rod found at a point-of-curvature,
3. with the arc of a curve to the right, having a radius of 503.00 feet, an arc distance of 293.42 feet, and a chord which bears S 42°37′23″ W, a distance of 289.28 feet to a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found at a point-of-tangency.

4. S 59°20′03″ W, a distance of 40.49 feet to a calculated point-of-curvature, and

5. with the arc of a curve to the right, having a radius of 25.00 feet, an arc distance of 40.54 feet, and a chord which bears N 74°10′24″ W, a distance of 36.24 feet to a calculated point for the northeast terminus of Commercial Loop, a 70-foot right-of-way as shown on the Proposed Roadway and Lot 3, Lowman Ranch Subdivision, Section 1 plat of record in Volume 9, Page 62, Plat Records of Hays County, Texas, for a re-entrant corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "BYRN Survey" found bears N 62°00′33″ E, a distance of 1.27 feet;

THENCE S 62°00′33″ W, continuing across the said 109.22 acre tract, with the north terminus of said Commercial Loop, with a south line of the tract described herein, a distance of 70.00 feet to a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found at the northwest terminus of said Commercial Loop and a reentrant corner of the tract described herein, and from which a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found bears S 62°00′33″ W, a distance of 4.93 feet;

THENCE continuing across the said 109.22 acre tract, with the curving northwest right-of-way line of said Commercial Loop, with a northeast line of the tract described herein, with the arc of a curve to the left, having a radius of 1245.00 feet, an arc distance of 123.28 feet, and a chord which bears S 30°42′26″ E, a distance of 123.23 feet to a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found at the northerly east corner of Lot 3, said Proposed Roadway and Lot 3, Lowman Ranch Subdivision, Section 1, for a northeast corner of the tract described herein;

THENCE leaving the northwest right-of-way line of said Commercial Loop, continuing across the said 109.22 acre tract, with the north and northwest line of said Lot 3, Lowman Ranch Subdivision, Section 1, with a south and southeast line of the tract described herein, the following two (2) courses and distances:

1. with the arc of a curve to the left, having a radius of 25.00 feet, an arc distance of 44.76 feet, and a chord which bears N 84°42′52″ W, a distance of 39.02 feet to an "X" in concrete found at a point-of-tangency, and

2. S 43°35′28″ W, at a distance of 21.70 feet, a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found bears S 46°24′32″ E, a distance of 0.49 feet, and continuing for a total distance of 356.89 feet to a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found at the west corner of said Lot 3, Lowman Ranch Subdivision, Section 1, and the north corner of Lot 5, Section 1, Lowman Ranch Subdivision of record in Volume 17, Page 134, Plat Records of Hays County, Texas, for an angle point in the southeast line of the tract described herein;

THENCE S 43°32′32″ W, continuing across the said 109.22 acre tract, with the northwest line of said Lot 5, Section 1, Lowman Ranch Subdivision, with the southeast line of the tract described herein, a distance of 322.26 feet to a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found at the west corner of said Lot 5, Section 1, Lowman Ranch Subdivision, in the southwest line of the said 109.22 acre tract and the northeast line of the said 29.07 acre tract, for the south corner of the tract described herein, from which a 3/8-inch iron rod found in the southwest line of the said 109.22 acre tract at the northeast corner of the said 29.07 acre tract, same being an angle point in the southwest line of said Lot 5, Section 1, Lowman Ranch Subdivision and the north corner of Lot 13, South Park Commercial Subdivision of record in Volume 4, Page 59, Plat Records of Hays County, Texas bears S 45°19′13″ E, a distance of 172.98 feet;

THENCE with the southwest line of the said 109.22 acre tract and the northeast line of the said 29.07 tract, with the southwest line of the tract described herein, the following three (3) courses and distances:

1. N 45°12′23″ W, a distance of 147.03 feet to a cedar fence post found at an angle point,

2. N 45°53′12″ W, a distance of 1024.34 feet to a cedar fence post found, and
62.48 Ac.
Edward Burleson Survey No. 18, A-63,
Hays County, Texas

Job No. 070190-01-001
FN1965(en)
Page 3 of 3

3. N 45°57'03" W, a distance of 451.51 feet to the POINT OF BEGINNING and containing 62.48 acres of land more or less.

BEARING BASIS: Texas Coordinate System, NAD 83, South Central Zone, Grid.

BOWMAN WORD FILE: FN1965(en)
BOWMAN REF PLAN NO.: 3557
H:\Survey\FieldNotes\FN-1900\FN1965(en).doc

THE STATE OF TEXAS

COUNTY OF TRAVIS

That I, George L. Sanders, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the months of November and December 2016, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 4th of January, 2017 A.D.

George L. Sanders
Registered Professional Land Surveyor No. 1838
State of Texas
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 Pedernales 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 currently exist 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.
AN-20-02
Aerial View
Annexation — Commercial Loop / Gregson Bend

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: 2/18/2020
AN-20-02
Existing Zoning Map
Annexation — Commercial Loop / Gregsons Bend

Map Date: 2/18/2020

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.

Agriculture Ranch District (AR)  Heavy Commercial (HC)
Future Development (FD)        Light Industrial (LI)
General Commercial (GC)        Mixed Use (MU)

Site Location
Subject Property
Parcels
City Limit
AN-20-02
Transportation Master Plan
Annexation — Commercial Loop / Gregsons Bend

Thorough Fare Street Plan
- Enhanced Facilities Thoroughfare, Blvd
- Enhanced Facilities Thoroughfare, HW
- Proposed Facilities Thoroughfare, Ave
- Proposed Facilities Thoroughfare, Blvd

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: 2/18/2020
Thorough Fare Bike Plan

- Enhanced Facilities Thoroughfare, CT/BB
- Enhanced Facilities Thoroughfare, CT/SP
- Enhanced Facilities Thoroughfare, SP
- Proposed Facilities Thoroughfare, CT
- Proposed Facilities Thoroughfare, SP

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: 2/18/2020
AN-20-02
Water/Wastewater Lines
Annexation — Commercial Loop / Gregsons Bend

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: 2/18/2020
CONTACT INFORMATION

<table>
<thead>
<tr>
<th>Applicant’s Name</th>
<th>Ed Theriot</th>
<th>Property Owner</th>
<th>Outlet West Investors, Ltd.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company</td>
<td>Doucet &amp; Associates, Inc.</td>
<td>Company</td>
<td>c/o Tyler Sibley</td>
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<tr>
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<td>Pursuant Ventures Development</td>
</tr>
<tr>
<td>Applicant’s Mailing</td>
<td>7401B Hwy. 71 W., Ste. 160</td>
<td>Owner’s Mailing</td>
<td>415 North Guadalupe, Ste. 400</td>
</tr>
<tr>
<td>Address</td>
<td>Austin, TX 78735</td>
<td>Address</td>
<td>San Marcos, Texas 78666</td>
</tr>
<tr>
<td>Applicant’s Phone #</td>
<td>512-618-2865</td>
<td>Owner’s Phone #</td>
<td>214-282-8970</td>
</tr>
<tr>
<td>Applicant’s Email</td>
<td><a href="mailto:etheriot@doucetengineers.com">etheriot@doucetengineers.com</a></td>
<td>Owner’s Email</td>
<td><a href="mailto:tylersibley1@gmail.com">tylersibley1@gmail.com</a></td>
</tr>
</tbody>
</table>

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

Proposed Use: Employment Area  Proposed Zoning: Planning Area District

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 $1,181  Technology Fee $13  TOTAL COST $1,194

Submittal of this digital Application shall constitute as acknowledgement and authorization to process this request.

APPLY ONLINE – WWW.MYGOVERNMENTONLINE.ORG/
PROPERTY OWNER AUTHORIZATION

Robert C. Wilson, III, President
of JOQ GP, LLC, as general partner (owner name) on behalf of
Outlet West Investors, Ltd. (company, if applicable) acknowledge that I/we

am/are the rightful owner of the property located at
a portion of the property identified in the Hays County Appraisal District as R13080 (address).

I hereby authorize Tyler Sibley and his respective consultants (agent name) on behalf of Pursuant Ventures Development, LLC (agent company) to file this application for

(application type), and, if necessary, to work with

the Responsible Official / Department on my behalf throughout the process.

Signature of Owner

Printed Name, Title: Robert C. Wilson, III, President of JOQ GP, LLC, general partner of Outlet West Investors, Ltd.

Signature of Agent

Printed Name, Title: Tyler Sibley, Manager

Date: 12/29/19

Form Updated October 2019
PROPERTY OWNER AUTHORIZATION

I, ___________________________ (owner name) on behalf of Outlet West Investors, Ltd. ___________________________ (company, if applicable) acknowledge that I/we am/are the rightful owner of the property located at a portion of the property identified in the Hays County Appraisal District as R13080 ___________________________ (address).

I hereby authorize ___________________________ (agent name) on behalf of Pursuant Ventures Development, LLC (agent company) to file this application for For the annexation of the subject property in a manner agreeable to both the City of San Marcos & Pursuant Ventures Development, LLC (application type), and, if necessary, to work with the Responsible Official / Department on my behalf throughout the process.

Signature of Owner: ___________________________ Date: ___________________________

Printed Name, Title: ___________________________ See attached authorization

Signature of Agent: ___________________________ Date: 2019.12.30 16:06:19 -06'00' Date: 12/30/19

Printed Name, Title: Ed Theriot, Project Manager

Form Updated October, 2019
## 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.

<table>
<thead>
<tr>
<th>Item</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-development meeting with staff is recommended</td>
<td>Pre-development meeting occurred 10-8-18</td>
</tr>
<tr>
<td>- Please visit <a href="http://sanmarcostx.gov/1123/Pre-Development-Meetings">http://sanmarcostx.gov/1123/Pre-Development-Meetings</a> to schedule</td>
<td></td>
</tr>
<tr>
<td>Completed Application for Annexation</td>
<td>See attached</td>
</tr>
<tr>
<td>Metes &amp; Bounds description of the area to be annexed</td>
<td>See attached</td>
</tr>
<tr>
<td>CAD file in grid for GIS integration. Projection: NAD 1983 StatePlane Texas South Central FIPS 4204 Feet</td>
<td>See attached</td>
</tr>
<tr>
<td>Authorization to represent the property owner, if the applicant is not the owner</td>
<td>See attached authorization</td>
</tr>
<tr>
<td>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</td>
<td>Requested per this document</td>
</tr>
<tr>
<td>Application Filing Fee</td>
<td>$1,181</td>
</tr>
<tr>
<td>Technology Fee</td>
<td>$13</td>
</tr>
</tbody>
</table>

**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...”**
FIELD NOTES DESCRIPTION

DESCRIPTION OF 62.48 ACRES OF LAND IN THE EDWARD BURLESON SURVEY NO. 18, A-63, HAYS COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 109.22 ACRE TRACT DESCRIBED IN THE DEED TO OUTLET WEST INVESTORS, LTD. OF RECORD IN VOLUME 1486, PAGE 887, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 62.48 ACRE TRACT, AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found in the southeast right-of-way line of that certain 200-foot wide Union Pacific Railroad right-of-way, being the south corner of that 100-foot strip described in the deed to the Missouri, Kansas & Texas Railway Company of Texas of record in Volume 41, Page 23, Deed Records of Hays County, Texas, in the northeast line of a certain 29.07 acre tract designated as Tract Number 3 and described in the deed to Eugene A. Herty, Jr. and Frances K. Herty of record in Volume 276, Page 313, Deed Records of Hays County, Texas, at the west corner of the said 109.22 acre tract, for the west corner and POINT OF BEGINNING of the tract described herein;

THENCE N 46°39'30" E, leaving the northeast line of the said 29.07 acre tract, with the southeast railroad right-of-way line and the northwest line of the said 109.22 acre tract, with the northwest line of the tract described herein, a distance of 1903.09 feet to a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found, for the north corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found in the southeast railroad right-of-way line and the northwest line of the said 109.22 acre tract bears S 46°39'30" W, a distance of 160.21 feet;

THENCE leaving the said southeast railroad right-of-way line, crossing the said 109.22 acre tract, with the northeast, southeast and northeast lines of the tract described herein, the following seven (7) courses and distances:

1. S 46°27'37" E, a distance of 657.03 feet to a calculated angle point,
2. S 52°15'35" E, a distance of 229.85 feet to a calculated point for the most northerly east corner,
3. S 39°31'34" W, a distance of 198.77 feet to a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found,
4. S 32°44'39" W, a distance of 199.24 feet to a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found at a re-entrant corner,
5. S 46°16'38" E, a distance of 348.25 feet to a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found at an east corner,
6. S 45°29'11" W, a distance of 46.11 feet to a ½-inch iron rod found at a re-entrant corner, and
7. S 36°50'33" E, a distance of 111.52 feet to a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found in the southeast line of the said 109.22 acre tract, same being the curving northwest right-of-way line of Gregson's Bend, a 60-foot right-of-way, as shown on the Lot 2 and Gregson Road of Section 1, the Lowman Ranch Subdivision plat of record in Volume 7, Page 215, Plat Records of Hays County, Texas, for an east corner of the tract described herein;

THENCE with the west and northwest right-of-way line of said Gregson's Bend, with the east and southeast line of the tract described herein, the following five (5) courses and distances:

1. with the arc of a curve to the left, having a radius of 360.00 feet, an arc distance of 69.66 feet, and a chord which bears S 31°22'59" W, a distance of 69.55 feet to a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found at a point-of-langency,
2. S 25°56'16" W, a distance of 277.98 feet to a ½-inch iron rod found at a point-of-curvature,
3. with the arc of a curve to the right, having a radius of 503.00 feet, an arc distance of 293.42 feet, and a chord which bears S 42°37'23" W, a distance of 289.28 feet to a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found at a point-of-tangency,

4. S 59°20'03" W, a distance of 40.49 feet to a calculated point-of-curvature, and

5. with the arc of a curve to the right, having a radius of 25.00 feet, an arc distance of 40.54 feet, and a chord which bears N 74°10'24" W, a distance of 36.24 feet to a calculated point for the northeast terminus of Commercial Loop, a 70-foot right-of-way as shown on the Proposed Roadway and Lot 3, Lowman Ranch Subdivision, Section 1 plat of record in Volume 9, Page 62, Plat Records of Hays County, Texas, for a re-entrant corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "BYRN Survey" found bears N 62°00'33" E, a distance of 1.27 feet;

THENCE S 62°00'33" W, continuing across the said 109.22 acre tract, with the north terminus of said Commercial Loop, with a south line of the tract described herein, a distance of 70.00 feet to a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found at the northwest terminus of said Commercial Loop and a reentrant corner of the tract described herein, and from which a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found bears S 62°00'33" W, a distance of 4.93 feet;

THENCE continuing across the said 109.22 acre tract, with the curving northwest right-of-way line of said Commercial Loop, with a northeast line of the tract described herein, with the arc of a curve to the left, having a radius of 1248.00 feet, an arc distance of 123.28 feet, and a chord which bears S 30°42'59" E, a distance of 123.23 feet to a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found at the northerly east corner of Lot 3, said Proposed Roadway and Lot 3, Lowman Ranch Subdivision, Section 1, for a northeast corner of the tract described herein;

THENCE leaving the northwest right-of-way line of said Commercial Loop, continuing across the said 109.22 acre tract, with the north and northwest line of said Lot 3, Lowman Ranch Subdivision, Section 1, with a south and southeast line of the tract described herein, the following two (2) courses and distances:

1. with the arc of a curve to the left, having a radius of 25.00 feet, an arc distance of 44.76 feet, and a chord which bears N 84°42'52" W, a distance of 39.02 feet to an "X" in concrete found at a point-of-tangency, and

2. S 43°35'28" W, at a distance of 21.70 feet, a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found bears S 46°24'32" E, a distance of 0.49 feet, and continuing for a total distance of 356.89 feet to a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found at the west corner of said Lot 3, Lowman Ranch Subdivision, Section 1, and the north corner of Lot 5, Section 1, Lowman Ranch Subdivision of record in Volume 17, Page 134, Plat Records of Hays County, Texas, for an angle point in the southeast line of the tract described herein;

THENCE S 43°32'32" W, continuing across the said 109.22 acre tract, with the northwest line of said Lot 5, Section 1, Lowman Ranch Subdivision, with the southeast line of the tract described herein, a distance of 322.26 feet to a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found at the west corner of said Lot 5, Section 1, Lowman Ranch Subdivision, in the southwest line of the said 109.22 acre tract and the northeast line of the said 29.07 acre tract, for the south corner of the tract described herein, from which a 3/8-inch iron rod found in the southwest line of the said 109.22 acre tract at the northeast corner of the said 29.07 acre tract, same being an angle point in the southwest line of said Lot 5, Section 1, Lowman Ranch Subdivision and the north corner of Lot 13, South Park Commercial Subdivision of record in Volume 4, Page 59, Plat Records of Hays County, Texas bears S 45°19'13" E, a distance of 172.98 feet;

THENCE with the southwest line of the said 109.22 acre tract and the northeast line of the said 29.07 tract, with the southwest line of the tract described herein, the following three (3) courses and distances:

1. N 45°12'23" W, a distance of 147.03 feet to a cedar fence post found at an angle point,

2. N 45°53'12" W, a distance of 1024.34 feet to a cedar fence post found, and
3. N 45°57'03" W, a distance of 451.51 feet to the POINT OF BEGINNING and containing 62.48 acres of land more or less.

BEARING BASIS: Texas Coordinate System, NAD 83, South Central Zone, Grid.

BOWMAN WORD FILE: FN1965(en)
BOWMAN REF PLAN NO.: 3557
H:\Survey\FieldNotes\FN-1900s\FN1965(en).doc

THE STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS

That I, George L. Sanders, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the months of November and December 2016, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 17th day of January, 2017 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

George L. Sanders
Registered Professional Land Surveyor No. 1838
State of Texas
Consider approval of Resolution 2020-53R, approving an agreement for the provision of services in connection with the proposed owner requested annexation of approximately 62.48 acres of land generally located at the intersection of Gregsons Bend and Commercial Loop; 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.
Context:

• Gregsons Bend & Commercial Loop

• 62.48 acres

• Employment Center

• Concurrent Zoning Change application to “Planning Area”

• 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): March 3, 2020 *(Today)*
- City Council Ordinance 1st Reading (Public Hearing): March 17, 2020
- City Council Ordinance 2nd Reading: April 7, 2020

Zoning Schedule

- Planning and Zoning Commission (Public Hearing): February 25, 2020
- City Council Ordinance 1st Reading (Public Hearing): March 17, 2020
- City Council Ordinance 2nd Reading: April 7, 2020
File #: Res. 2020-54R, Version: 1

AGENDA CAPTION:
Consider approval of Resolution 2020-54R, amending the Community Development Block Grant (CDBG) Action Plan for program year 2019 adopted by Resolution No. 2019-121R to reallocate $67,142.00 from the Unsafe Structures Program to the amount allocated for the Southside Community Center Rehab Program, authorizing the City Manager to act as the Official Representative of the City in matters related to the CDBG-DR Program and Action Plan, and declaring an effective date.

Meeting date: March 3, 2020

Department: Planning and Development Services

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: On June 18, 2019, the City Council approved by Resolution 2019-121R the Community Development Block Grant - Entitlement - Action Plan ("CDBG Action Plan") that provides for the allocation of $680,998 awarded to the City of San Marcos by the Department of Housing and Urban Development (HUD) for the Program Year beginning October 1, 2019 and ending September 30, 2020 (Program Year 2019). On September 17, 2019, the City Council approved by Resolution 2019-25 the City’s Budget for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020. This Budget allocated $200,000 from 2019 Community Enhancement Funds to the City’s Unsafe Structures Program.

City Council Strategic Initiative: [Please select from the dropdown menu below]
Workforce Housing
Choose an item.
Choose an item.
File #: Res. 2020-54R, Version: 1

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 - Protected Neighborhoods in order to maintain high quality of life and stable property values
☐ 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)]
Choose an item.

Background Information:
Exhibit A of Resolution 2019-121R shows the allocation of funds for CDBG Program Year 2019, including $67,142 for the City of San Marcos Neighborhood Enhancement Unsafe Structures Program (“Unsafe Structures”).

At the City Council municipal budget workshop held June 27, 2019, Council directed staff to re-allocate the $67,142 CDBG Program Year 2019 funds budgeted for the Unsafe Structures Program to be added to the Southside Community Center Rehab Program (“Southside”). This direction was based on the understanding that funding would be allocated for Unsafe Structures through the City’s budget, freeing up the CDBG funds to be re-allocated. Southside had originally been allocated $125,000 for Program Year 2019, and this re-allocation will bring the total awarded to Southside to $192,142.

Although this re-allocation does not meet the criteria for a substantial amendment of the CDBG Action Plan, it was deemed advisable to request Council’s formal consideration. If approved, the CDBG Action Plan on record with the Department of Housing and Urban Development will be amended and posted on the City’s website.

Council Committee, Board/Commission Action:
Click or tap here to enter text.

Alternatives:
Click or tap here to enter text.
**Recommendation:**
City staff recommends approval.
RESOLUTION NO. 2020- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN FOR PROGRAM YEAR 2019 ADOPTED BY RESOLUTION NO. 2019-121R TO REALLOCATE $67,142.00 FROM THE UNSAFE STRUCTURES PROGRAM TO THE AMOUNT ALLOCATED FOR THE SOUTHSIDE COMMUNITY CENTER REHAB PROGRAM; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ACT AS THE OFFICIAL REPRESENTATIVE OF THE CITY IN MATTERS RELATED TO THE CDBG PROGRAM AND ACTION PLAN; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The Community Development Block Grant (CDBG) Action Plan for Program Year 2019 approved by Resolution No. 2019-121R is amended to reallocate $67,142.00 from the Unsafe Structures Program to the amount allocated for the Southside Community Center Rehab Program, as set forth in Exhibit A.

PART 2. The City Manager or his designee is authorized to act as the official representative of the City in matters related to the CDBG Program and Action Plan.

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


Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk
# Project/Activity

## Public Services (11%)

1. CASA – Child Advocacy Program $50,000
2. Habitat for Humanity – Housing Counseling $23,656

## Other Applications (69%)

3. City Neighborhood Enhancement – Unsafe Structures Program $0 $67,142 $125,000
4. City Parks & Recreation – Paul Pena Park Improvements $70,000 $84,000
5. City Community Initiatives – Emergency Home Repair Program $192,142 $125,000
6. City Community Initiatives – Homebuyer Assistance Program $192,142 $125,000
7. Southside Community Center – Rehab Program $192,142 $125,000

## Administration (20%)

$136,200

## TOTAL

$680,998
RESOLUTION NO. 2019-121R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN THAT PROVIDES FOR THE ALLOCATION OF $680,998 OF CDBG FUNDS FOR PROGRAM YEAR 2019; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ACT AS THE OFFICIAL REPRESENTATIVE OF THE CITY IN MATTERS RELATED TO THE CDBG PROGRAM AND ACTION PLAN; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The allocation of Community Development Block Grant (CDBG) funds in the amount of $680,998 for Program Year 2019 as set forth in Exhibit A, is approved.

PART 2. The City Manager or his designee is authorized to act as the official representative of the City in matters related to the CDBG Program and Action Plan.

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

ADOPTED on June 18, 2019.

Jane Hughson
Mayor

Attest:

Jamie Lee Case
City Clerk
EXHIBIT A
[ATTACHED ON NEXT PAGE]
Resolution 2019-121R
Exhibit A

CDBG 2019 Action Plan Projects

Program Administration (20%) $136,200
Public Services (11%)
  CASA – Child Advocacy Program $ 50,000
  Habitat for Humanity – Housing Counseling $ 23,656
Other Applications (69%)
  City Neighborhood Enhancement– Unsafe Structures Program $ 67,142
  City Parks & Recreation – Paul Pena Park Improvements $125,000
  City Community Initiatives – Emergency Home Repair Program $ 70,000
  City Community Initiatives – Homebuyer Assistance Program $ 84,000
  Southside Community Center Rehab Program $125,000

Total $ 680,998
I. Call To Order

With a quorum present, the budget workshop meeting of the San Marcos City Council was called to order by Mayor Hughson at 6:05 p.m. Thursday, June 27, 2019 in the City Council Chambers, 630 E. Hopkins, San Marcos, Texas 78666.

II. Roll Call

Council Member Derrick arrived after roll call at 6:10 p.m.

Present: 7 - Mayor Pro Tem Lisa Prewitt, Council Member Saul Gonzales, Council Member Melissa Derrick, Mayor Jane Hughson, Council Member Ed Mihalkanin, Council Member Joca Marquez and Council Member Mark Rockeymoore

PRESENTATIONS

1. Receive a Staff presentation and hold discussion regarding the preliminary Fiscal Year 2019-2020 Budget, and provide direction to Staff.

Heather Hurlburt, Finance Director and Melissa Neel, Assistant Finance Director provided the presentation regarding the preliminary Fiscal Year 2019-2020 Budget.

The follow up items from the budget workshop last night included the continuation of the annual $200,000 contribution to the economic development reserve that is shared equally between General Fund, Water Wastewater Fund, and Electric Fund. The funds will be used to fund Strategic Initiatives and/or special projects at the discretion of the City Manager.

The existing balance of the Economic Development reserve of $800,000 will be used to fund Strategic Initiatives at the discretion of the City Manager. The fund is a contribution of General Fund, Water Wastewater Fund, and the Electric Fund. Funds will be used on projects/initiatives that support all areas of funding source.

The proposal from the City Manager for FY20 Economic Development
includes $150,000 for the Economic/Business Development Manager and they will be responsible for recruiting new business, serves as the Greater San Marcos Partnership Liaison, and address local business needs.

$50,000 in Economic Program funds would go towards program funds, professional development, and other needs.

The $200K is included in the operational budgets of the General Fund, Electric Fund, and Water/Wastewater Fund.

Strategic Initiatives Funding totals $800,000 and includes:
- Downtown Vitality $200,000
- Multi Modal Transportation $200,000
- Workforce Housing $225,000
- Workforce Development $75,000
- One-time Economic/Business Development Incentives $100,000

Ms. Neel discussed CDBG Repurpose Funding:
Council adopted the resolution to allocate funding for the CDBG program year 2019 on June 18, 2019 and per Council direction, funding of $67,142 for unsafe structures will be repurposed for housing rehabilitation by Southside Community Center. Amendment required to change program year action plan which will be brought to Council in October for formal adoption.

Amendment will be to award a total of $192,142 for housing rehabilitation to Southside Community Center and remove funding for unsafe structures.

Per discussion and council direction at the budget workshop held on June 26, 2019 $200K in funding from the Community Enhancement Fee will be used for unsafe structures and a downtown decorative arch.

Ms. Neel discussed the other major funds which include:

Hotel/Motel
Recruited conference with over 1,700 attendees, 2022 Texas Downtown Association. $3.1M reinvested in downtown
- Fiscal Year 2019 Revenue is trending above budget
- Recommending reinstating full expense budget for fiscal year 2019 due to increase in revenue collections
- Conservative 1% increase in revenue for fiscal year 2020
• Recommend holding operating expenses flat with the exception of personnel and contractual obligations

Council had concerns regarding the Tanger Marketing Program and the lack of logo usage and promotional advertisement for the City, including our downtown, as per the agreement. Council consensus is to change the funding from $150,000 per year to $50,000 to the Tanger Marketing Program. Allow staff to recommend where to place the remaining $100,000 to ensure it aligns with our strategic initiatives. This recommendation will be provided at the August 1 Budget workshop.

Arts Commission requested a total increase of $54,550
• $12,500 increase for Art Projects
• $12,500 increase for Permanent Art
• $39,550 increase to move Art Coordinator to full time from part time
However, funding capacity is not available to approve this request at this time. On August 1, 2019 Council will bring back a recommendation to discuss this request and possibly use the money that remains from the Tanger Marketing Program as outlined above.

Airport
Hosted inaugural Go- Wheels-Up event with over 4,000 attendees
• No transfer from the General Fund is required
• If revenue budgets are not achieved, the General Fund will have to make up the shortage.

Staff discussed the Texas Aviation Partners (TAP) contract briefly and the incentive they receive per this contract. Council would like to receive quarterly reports from TAP.

The following requests include:
City Owned Facility Repair and Maintenance $100K
Runway Signage and Striping - $50K
Airport Marketing - $25K
Runway Pavement Crack Sealing - $150K
SUV Lease - $9K

Resource Recovery (covers recycling and trash pick-up)
Over 300k lbs. trash & 23k lbs. recycled through community cleanup events, 400+ graffiti instances removed, 92 illegal dumping instances cleaned
• Residential rates adjusted .88 cents per month, $10.51 annually
• Multifamily rates adjusted .34 cents per month, $4.09 annually
• Both rates increased .15 cents per month to build reserve for the future relocation of the Household Hazardous Waste Facility

Ms. Neel continued the presentation and spoke on Enterprise Funds which include Water/Wastewater Fund, Electric Fund, and Stormwater Fund.

The potential rate adjustments for the Water/Wastewater fund were discussed briefly which include a 5% increase in Water and 2% increase in Wastewater. Increase in water rates is to acquire and pipe future new water through the Alliance Regional Water Authority that is in our plan for the next 50 years. Staff briefly discussed proposed personnel, operating, and capital expenses.

The Electric Fund Rate Study is underway and results of modeling will be presented at August Budget Workshop. The Citizen Utility Advisory Board (CUAB) will receive results in July and make a recommendation to City Council for rate adjustment. Staff does not expect a rate adjustment will be needed. All proposed expenses will be included in modeling to evaluate effect on rates. Proposed personnel, operating and capital expenses were discussed briefly.

The Stormwater rate study is significantly complete and results will be presented to City Council at work session to continue and finalize recommendation for new rate structure. Staff expects to implement new rates in second quarter Fiscal Year 2020. No rate adjustment October 1. All proposed expenses will be included in modeling to evaluate effect on rates.

Staff provided the budget timeline and recap:
1. Budget Policy Workshop was held on February 13th
2. Budget Policy was adopted on March 19th
3. Budget Work session was held on May 7th
4. Budget Workshops were held on June 26th and June 27th
5. Proposed Budget Workshop to be held on August 1st
6. 1st Reading of Tax Rate to be held on August 20th
7. 1st Budget Reading, 2nd Reading Tax Rate to be held on September 3rd
8. 2nd Reading & Budget Adoption to be held on September 17th

III. Adjournment.

A motion was made by Council Member Derrick, seconded by Council
Member Gonzales, to adjourn the budget workshop meeting of the City Council at 7:26 p.m. The motion carried by the following vote:

For:    7 - Mayor Pro Tem Prewitt, Council Member Gonzales, Council Member Derrick, Mayor Hughson, Council Member Mihalkanin, Council Member Marquez and Council Member Rockeymoore

Against:  0

JAMIE LEE CASE, TRMC, CITY CLERK
CITY COUNCIL MEETING

Tuesday, March 3, 2020
CDBG-Entitlement
PY 2019 Action Plan
Non-Substantial Amendment

Staff presentation
Council discussion and action
# Proposed Amendment: Re-Allocate Funds

<table>
<thead>
<tr>
<th>Project/Activity</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
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<td>$0-$67,142</td>
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<td>2. City Parks &amp; Recreation – Paul Pena Park Improvements</td>
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<td><strong>TOTAL</strong></td>
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CDBG-Entitlement Action Plan

CDBG-Entitlement
PY 2019 Action Plan
Non-Substantial Amendment
Staff Recommendation

Staff recommends that City Council amend the Community Development Block Grant (CDBG) Action Plan for program year 2019 adopted by Resolution No. 2019-121R to reallocate $67,142.00 from the Unsafe Structures Program to the amount allocated for the Southside Community Center Rehab Program, authorizing the City Manager to act as the Official Representative of the City in matters related to the CDBG-DR Program and Action Plan, and declaring an effective date; and consider approval of Resolution __________.
AGENDA CAPTION:
Receive a Staff presentation regarding, and consider by motion, the initial authorization of Phase 2 of the San Marcos Development Code annual update, and provide direction to the City Manager.

Meeting date:  March 3, 2020

Department:  Planning & 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:  [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
Background Information:
The San Marcos Development Code requires City Council to initially authorize all text amendments to the Code. Phase 2 amendments will be presented to the Council at their work session on March 3, 2020. This action item is required in order for staff to continue to process these amendments.

The attached documents are from the work session presentation and discussion.

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 initial authorization of Phase 2, San Marcos Development Code amendments as presented.
Work Session:

Development Code Amendments

Housing Action Plan

Discussion & Direction

March 3, 2020
Purpose

• **Presentation:** Receive a presentation from staff on proposed Phase 2 San Marcos Development Code (SMDC) amendments, amendments not recommended for additional analysis, and the Housing Action Plan.

• **Action Item:** Provide initial authorization for Phase 2 SMDC amendments.

• **Action Item:** Provide direction on amendments not recommended for additional analysis at the June, 2019 joint workshop.

• **Provide Direction:** Housing Action Plan approval process.
Code Background and Summary

- April 2018  SMDC Adoption
- March – May 2019  Solicitation of comments for annual update
- June 2019  Joint workshop
  - Identified items to expedite – Typos, Technical Errors, etc. (Phase 1)
  - Identified amendments requiring additional analysis (Phase 2 & 3)
  - Identified amendments not recommended for additional analysis
- December 2019  Adoption of Phase 1 amendments and discussion on Phase 2 & 3 amendments.
- March 3, 2020  Initial authorization for Phase 2 amendments and direction on amendments not recommended for additional analysis.
**Next Steps for Phase 2**

1. March 24, 2020  Planning & Zoning Commission  
                     Public Hearing & Recommendation

2. April 21, 2020  City Council Public Hearing &  
                     First Reading

3. May 5, 2020    City Council Reconsideration  
                     Second Reading

*Staff recommends analysis of Phase 3 items following the Comprehensive Plan Update.*
Engineering Department Recommendations Summary

• Increase protection zone around sensitive geologic features.
• Incorporate natural channel design for water quality zone reclamation.
• Clarify delineation of Water Quality and Buffer Zones.
• Waiver for geological assessment within Transition Zone and Contributing Zone within Transition Zone.
• Fee-in-Lieu / Exception for detention / water quality for 4 or less residential lots.
• Fee-in-Lieu of detention outside of the Urban Stormwater Management District.
• Expand administrative approval for Qualified Watershed Protection Plans.
Conditional Use Permit Committee
Recommendations Summary

• Expire conditional use permits after three years.
• Limit appeal eligibility to the applicant.
• Require permit holders to keep their site in clean and sanitary condition.
• Update the noise ordinance.
Workforce Housing Task Force Recommendations Summary

- Exempt infill from minimum lot depth-to-width requirement.
- Add Strategic Housing Action Plan as zoning criteria.
- Allow accessory dwelling unit parking in the second layer.
- Modify the definition of RV & manufactured home to include tiny homes.
Additional Amendments Summary

• Block Perimeter waiver for Heavy Industrial districts.
• City Council appellate body for City-owned properties denied by the Historic Preservation Commission.
• Align cross sections with Transportation Master Plan.
• Increase ETJ block perimeter.
• Remove initial authorization for code amendments by City.
• Update Concept Plat applicability.
• Provide definitions for House and Cottage.
• Include occupancy restrictions in CD-3.
• Make pre-development meetings mandatory.
• Include sustainability language per HPC-2019-03RR.*
• Add Event Center as a use.*
Neighborhood Density Districts Amendment Summary

• Create an additional district to allow a moderate increase in density from conventional residential districts.
Neighborhood Density Districts Amendment Summary Cont.

- Require a Comprehensive Plan map amendment any time higher density is requested by amending Table 4.1.

**Table 4.1 Comprehensive Plan / District Translation**

<table>
<thead>
<tr>
<th>District Classification</th>
<th>Open Space/Agricultural</th>
<th>Low Intensity</th>
<th>Existing Neighborhood</th>
<th>Median or High Intensity Zone</th>
<th>Employment Center</th>
<th>Corridor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conventional Residential</td>
<td>NP</td>
<td>NP</td>
<td>C</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Neighborhood Density Districts</td>
<td>NP</td>
<td>NP</td>
<td>See Section 4.1.2.4 - 4.1.2.5</td>
<td>NP</td>
<td>NP</td>
<td>C</td>
</tr>
<tr>
<td>Character Districts</td>
<td>NP</td>
<td>C</td>
<td>--</td>
<td>C</td>
<td>NP</td>
<td>C</td>
</tr>
<tr>
<td>Special Districts</td>
<td>--</td>
<td>NP</td>
<td>--</td>
<td>NP</td>
<td>C</td>
<td>C</td>
</tr>
</tbody>
</table>

Legend:
- -- = Not Allowed (PSA Required)
- NP = Not Preferred
- C = Consider

sanmarcostx.gov
Neighborhood Density Districts Amendment Summary Cont.

• Require “majority plus one” votes at the Planning & Zoning Commission and City Council for all Comprehensive Plan map amendments.

• Rename “Neighborhood Density Districts” to “Neighborhood Diversity Districts”
Amendments not recommended for additional analysis

- 24 amendments discussed on June 5, 2019 were not recommended for additional analysis.

- 3 amendments moved to this list following adoption of House Bill 2439, limiting where cities can enforce durable building materials.

- Options for the action item on the regular agenda:
  1) Remove from the list of amendments to consider
  2) Send back to P&Z for recommendation(s)
Strategic Housing Action Plan

- Staff identified four actions which may result amendments to the San Marcos Development Code.

- All actions were identified as items which should be considered following the Comprehensive Plan Update except:
  - Adding Tiny Homes as an allowable use in the Manufactured Home zoning district.

- Staff is seeking direction on the Housing Action Plan approval process.
Provide Direction to Staff

*Regular Agenda Action Item:* Initial authorization to proceed with the Phase 2 San Marcos Development Code amendments as presented or with modifications to the list.

*Regular Agenda Action Item:* Take action to remove the items not recommended for additional analysis at the June 5, 2019 joint workshop, or send these items back to the Planning & Zoning Commission for consideration.

*Provide direction* for the Housing Action Plan to be reviewed by the Workforce Housing Council Committee or to be placed on a future agenda for action.
Next Steps for Phase 2 Code Amendments

1. March 24, 2020  Planning & Zoning Commission
   Public Hearing & Recommendation

2. April 21, 2020  City Council Public Hearing &
   First Reading

3. May 5, 2020  City Council Reconsideration
   Second Reading

*Staff recommends analysis of Phase 3 amendments following the Comprehensive Plan Update.*
# Proposed Phase 2 Code Amendments

<table>
<thead>
<tr>
<th>Phase &amp; Item #</th>
<th>Topic</th>
<th>Code Section</th>
<th>Proposed Amendment</th>
<th>Staff Notes &amp; Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 2-1</td>
<td>Neighborhood Density District</td>
<td>4.4.2</td>
<td>Add an N2 zoning district which allows more moderate increase in density, setbacks, and allowed housing types from conventional residential districts</td>
<td>City Council discussed bringing NDD items forward at the January 7, 2020 work session.</td>
</tr>
<tr>
<td>Phase 2-2</td>
<td>Neighborhood Density District</td>
<td>Table 4.1</td>
<td>Require Comprehensive Plan Map Amendment any time a higher intensity zoning designation is requested</td>
<td></td>
</tr>
<tr>
<td>Phase 2-3</td>
<td>Neighborhood Density District</td>
<td>2.4.2.3</td>
<td>Require majority-plus-one vote from Planning &amp; Zoning and City Council for all comprehensive plan map amendments</td>
<td></td>
</tr>
<tr>
<td>Phase 2-4</td>
<td>Neighborhood Density District</td>
<td>4.4.2</td>
<td>Rename Neighborhood Density Districts to Neighborhood Diversity Districts</td>
<td></td>
</tr>
<tr>
<td>Phase 2-5</td>
<td>Engineering Department Recommendation</td>
<td>6.2.2.3.C</td>
<td>Modify sensitive feature protection zone to include 25 ft buffer around feature and additional buffer in upstream direction.</td>
<td></td>
</tr>
<tr>
<td>Phase 2-6</td>
<td>Engineering Department Recommendation</td>
<td>6.2.3.2</td>
<td>Require reclamation of water quality zones to incorporate natural channel design and shape.</td>
<td></td>
</tr>
<tr>
<td>Phase 2-7</td>
<td>Engineering Department Recommendation</td>
<td>3.9.1.1.G</td>
<td>Add waiver of detention/retention option for residential plats of 4 lots or less. Require approved drainage analysis and payment-in-lieu to stormwater management fund.</td>
<td>Engineering Department recommendations reviewed at June 5, 2019 workshop. City Council and Planning &amp; Zoning recommended bringing these amendments forward in Phase 2.</td>
</tr>
<tr>
<td>Phase 2-8</td>
<td>Engineering Department Recommendation</td>
<td>6.1.1.1.B</td>
<td>Add exception to water quality requirements for residential plats of 4 lots or less.</td>
<td></td>
</tr>
<tr>
<td>Phase 2-9</td>
<td>Engineering Department Recommendation</td>
<td>6.1.1.2.B</td>
<td>Add waiver of detention and/or water quality requirements for significantly constrained sites outside the Urban Stormwater Management District.</td>
<td></td>
</tr>
<tr>
<td>Phase 2-10</td>
<td>Engineering Department Recommendation</td>
<td>6.3.2.1.C</td>
<td>Add waiver of geological assessment requirement for sites that do not warrant assessment</td>
<td></td>
</tr>
<tr>
<td>Phase 2-11</td>
<td>Engineering Department Recommendation</td>
<td>6.2.2.1</td>
<td>Clarify how WQZ and Buffer Zones are delineated now that entire floodplain is considered floodway</td>
<td></td>
</tr>
<tr>
<td>Phase 2-12</td>
<td>Engineering Department Recommendation</td>
<td>Chapter 2</td>
<td>Make Qualified Watershed Protection Plans administrative</td>
<td></td>
</tr>
<tr>
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</tr>
<tr>
<td>Phase 2-13</td>
<td>Conditional Use Permit Committee Recommendation</td>
<td>2.8.3.5</td>
<td>Expire conditional use permits after 3 years. (no longer allow lifetime approvals)</td>
<td>Alcohol Conditional Use Permit Committee recommendations reviewed at June 5, 2019 Workshop. City Council and Planning &amp; Zoning recommended bringing these amendments forward in Phase 2.</td>
</tr>
<tr>
<td>Phase 2-14</td>
<td>Conditional Use Permit Committee Recommendation</td>
<td>2.8.3.6</td>
<td>Limit appeal eligibility to applicant only. (does not remove citizen appeal eligibility)</td>
<td></td>
</tr>
<tr>
<td>Phase 2-15</td>
<td>Conditional Use Permit Committee Recommendation</td>
<td>5.1.5.5</td>
<td>Require all permit holders to keep site in clean and sanitary condition.</td>
<td></td>
</tr>
<tr>
<td>Phase 2-16</td>
<td>Conditional Use Permit Committee Recommendation</td>
<td>7.4.2.1</td>
<td>Update noise ordinance to include enforcement details and procedure.</td>
<td></td>
</tr>
<tr>
<td>Phase 2-17</td>
<td>Housing Task Force Recommendation</td>
<td>3.6.3.1</td>
<td>Exempt small lots and infill development from minimum lot width and depth requirements. (if in same configuration for a period of time)</td>
<td>Housing Task Force recommendations reviewed at June 5, 2019 Workshop. City Council and Planning &amp; Zoning recommended bringing these amendments forward in Phase 2.</td>
</tr>
<tr>
<td>Phase 2-18</td>
<td>Housing Task Force Recommendation</td>
<td>2.5.1.4</td>
<td>Add “meets needs as defined in Housing Action Plan” as rezone evaluation criteria.</td>
<td></td>
</tr>
<tr>
<td>Phase 2-19</td>
<td>Housing Task Force Recommendation</td>
<td>4.4.6.1</td>
<td>Allow ADU parking in second layer of lot.</td>
<td></td>
</tr>
<tr>
<td>Phase 2-20</td>
<td>Housing Task Force Recommendation</td>
<td>5.1.5.7 and 7.6.1.1</td>
<td>Modify definition of RV and manufactured home parks to include tiny homes. Adopt Appendix Q of 2018 building code.</td>
<td></td>
</tr>
<tr>
<td>Phase 2-21</td>
<td>Block Perimeter</td>
<td>3.6.2.1</td>
<td>Add waiver/exception to block perimeter requirement in Heavy Industrial districts.</td>
<td>City Council and Planning &amp; Zoning Commission reviewed at June 5, 2019 Workshop with recommendation to bring forward. Completion in Phase 2 is feasible.</td>
</tr>
<tr>
<td>Phase 2-22</td>
<td>Certificates of Appropriateness</td>
<td>2.5.5.5</td>
<td>Make City Council (not ZBOA) the appellate body for City owned properties.</td>
<td></td>
</tr>
<tr>
<td>Phase 2-23</td>
<td>Streets</td>
<td>3.8</td>
<td>Align right-of-way standards in Development Code and Transportation Master Plan.</td>
<td></td>
</tr>
</tbody>
</table>
### Proposed Phase 2 Code Amendments

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>Phase 2-24</td>
<td>Block Perimeter</td>
<td>3.6.2.1</td>
<td>Increase maximum block perimeter in ETJ from 3,000 feet to 5,000 feet.</td>
<td></td>
</tr>
<tr>
<td>Phase 2-25</td>
<td>Code Amendments</td>
<td>2.4.1.2 (B)</td>
<td>Remove requirement for initial authorization from City Council for amendments initiated, requested, or directed by City Council.</td>
<td>Additional amendments identified. Completion in Phase 2 is feasible.</td>
</tr>
<tr>
<td>Phase 2-26</td>
<td>Concept Plats</td>
<td>3.2.1.1</td>
<td>Update Concept Plat applicability.</td>
<td></td>
</tr>
<tr>
<td>Phase 2-27</td>
<td>Definitions</td>
<td>Chapter 8</td>
<td>Provide better definition for &quot;house&quot; and &quot;cottage.&quot;</td>
<td></td>
</tr>
<tr>
<td>Phase 2-28</td>
<td>Zoning</td>
<td>4.4.3.3.</td>
<td>Include occupancy restrictions in CD-3 zoning.</td>
<td></td>
</tr>
<tr>
<td>Phase 2-29</td>
<td>Process</td>
<td>Chapter 2</td>
<td>Mandatory Pre-Development Meetings</td>
<td></td>
</tr>
<tr>
<td>Phase 2-31</td>
<td>New Use</td>
<td>Chapter 5</td>
<td>Add Event Center Use</td>
<td>Developer Request. Completion in Phase 2 is feasible.</td>
</tr>
</tbody>
</table>
# All items *not* recommended for additional analysis at the June 5, 2019 Joint Workshop

<table>
<thead>
<tr>
<th>Phase &amp; Item #</th>
<th>Topic</th>
<th>Code Section</th>
<th>Proposed Amendment</th>
<th>Staff Notes &amp; Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove-1</td>
<td>Alcohol Conditional Use Permit</td>
<td>2.8.3.5</td>
<td>No renewal of conditional use permit required after 3 years</td>
<td></td>
</tr>
<tr>
<td>Remove-2</td>
<td>General Comment</td>
<td>General</td>
<td>Review for typos and inconsistencies on annual basis but perform thorough review and amendments on a three-year basis</td>
<td></td>
</tr>
<tr>
<td>Remove-3</td>
<td>General Comment</td>
<td>General</td>
<td>Keep the Development Code as is and allow time to be implemented. Do not amend at this time.</td>
<td></td>
</tr>
<tr>
<td>Remove-4</td>
<td>General Comment</td>
<td>General</td>
<td>Perform additional analysis and partner with Texas State University to better understand the demand for student housing</td>
<td></td>
</tr>
<tr>
<td>Remove-5</td>
<td>General Comment</td>
<td>General</td>
<td>Protection of trees on private residences</td>
<td></td>
</tr>
<tr>
<td>Remove-6</td>
<td>General Comment</td>
<td>General</td>
<td>Protection of Native American artifacts</td>
<td></td>
</tr>
<tr>
<td>Remove-7</td>
<td>Historic Landmarks</td>
<td>4.5.2.1</td>
<td>Include list of historic sites designated by other</td>
<td></td>
</tr>
<tr>
<td>Remove-8</td>
<td>Infill Development</td>
<td>4.4.6.9</td>
<td>Reduce 3,000 square foot minimum area requirement for courtyard housing</td>
<td></td>
</tr>
<tr>
<td>Remove-9</td>
<td>Infill Development</td>
<td>4.4.6.4</td>
<td>Reduce 3,000 square foot minimum area and 40’ setback requirement for cottage court housing</td>
<td></td>
</tr>
<tr>
<td>Remove-10</td>
<td>Occupancy</td>
<td>5.1.4.1.D</td>
<td>Require following disclosure in all real estate contracts: “Property is in a Single Family neighborhood and it is illegal for more than a family plus one other person to occupy the residence”</td>
<td></td>
</tr>
<tr>
<td>Remove-11</td>
<td>Parking</td>
<td>7.1.1.3</td>
<td>Prohibit excessive parking</td>
<td></td>
</tr>
<tr>
<td>Remove-12</td>
<td>Parking</td>
<td>7.1.2.1</td>
<td>Eliminate minimum off-street parking requirements. Allow to be delivered based on demand, cost, and value.</td>
<td></td>
</tr>
<tr>
<td>Remove-13</td>
<td>Parking</td>
<td>7.1.2.1</td>
<td>Eliminate minimum off-street parking requirements for development within ½ mile of transit with frequent service</td>
<td></td>
</tr>
<tr>
<td>Remove-14</td>
<td>Parking</td>
<td>7.1.2.1</td>
<td>Require 1.05 spaces per occupant rather than by bedroom</td>
<td></td>
</tr>
<tr>
<td>Remove-15</td>
<td>Parking</td>
<td>7.1.2.2.8.1</td>
<td>Remove exemption for projects of 10 or fewer units in CD-5 and CD-5D zones</td>
<td></td>
</tr>
</tbody>
</table>

Proposed amendments reviewed at June 5, 2019 Workshop. City Council and Planning & Zoning Commission recommended no additional analysis. Action to remove proposed with Phase 2.
<table>
<thead>
<tr>
<th>Phase &amp; Item #</th>
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<th>Proposed Amendment</th>
<th>Staff Notes &amp; Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove-16</td>
<td>Parking</td>
<td>7.1.3.2</td>
<td>Offer 20% reduction to transit adjacent development that offers transit passes to residents/employees or that unbundles parking cost from housing and employer benefit costs</td>
<td></td>
</tr>
<tr>
<td>Remove-17</td>
<td>Rental Registration</td>
<td>5.1.4.1.B</td>
<td>Remove mandatory rental registration</td>
<td></td>
</tr>
<tr>
<td>Remove-18</td>
<td>Stormwater Management and Water Quality</td>
<td>6.1.1.4</td>
<td>Credit reduced impervious cover against overall 25% increased area calculation</td>
<td></td>
</tr>
<tr>
<td>Remove-19</td>
<td>Stormwater Management and Water Quality</td>
<td>2.6.1.1.D &amp; 6.1.4.1.D</td>
<td>Reduce/limit Watershed Protection Plan requirement(s) for small commercial and multi-family. Offer toolbox of best practice, off the shelf options for meeting water quality and volume standards</td>
<td></td>
</tr>
<tr>
<td>Remove-20</td>
<td>Stormwater Management and Water Quality</td>
<td>Chapter 6</td>
<td>Add enhanced protections section for re-routed creeks</td>
<td>Proposed amendments reviewed at June 5, 2019 Workshop. City Council and Planning &amp; Zoning Commission recommended no additional analysis. Action to remove proposed with Phase 2.</td>
</tr>
<tr>
<td>Remove-21</td>
<td>Streets</td>
<td>3.1.2.1</td>
<td>Revise street sections to include maximum lane width of 11’ on all City streets and 10’ where 45 mph or less</td>
<td></td>
</tr>
<tr>
<td>Remove-22</td>
<td>Zoning-General</td>
<td>4.1</td>
<td>Convert conventional residential districts to legacy districts. Require neighborhood density or character districts for future rezones</td>
<td></td>
</tr>
<tr>
<td>Remove-23</td>
<td>Zoning-General</td>
<td>4.3</td>
<td>Allow up to 3 dwelling unit by right (subject to compliance with all other lot development standards and preservation of primary structure) in all districts</td>
<td></td>
</tr>
<tr>
<td>Remove-24</td>
<td>Zoning-General</td>
<td>4.5</td>
<td>Maintain Planned Development Districts exclusion from Code</td>
<td></td>
</tr>
<tr>
<td>Remove-25</td>
<td>Durable Building Materials</td>
<td>4.3.5.17</td>
<td>Allow architectural metal panels as a primary durable building material</td>
<td></td>
</tr>
<tr>
<td>Remove-26</td>
<td>Durable Building Materials</td>
<td>4.3.5.17</td>
<td>Allow architectural fiber cement wall panel products as a secondary durable material</td>
<td>Removal proposed due to House Bill 2439 prohibiting overarching regulation of building materials.</td>
</tr>
<tr>
<td>Remove-27</td>
<td>Durable Building Materials</td>
<td>4.3.5.17</td>
<td>Waive/exempt free standing columns of shade structures from durable materials requirement</td>
<td></td>
</tr>
</tbody>
</table>
## Proposed Phase 3 Code Amendments

All items recommended for additional analysis at the June 5, 2019 Joint Workshop

<table>
<thead>
<tr>
<th>Phase &amp; Item #</th>
<th>Topic</th>
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<th>Proposed Amendment</th>
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</thead>
<tbody>
<tr>
<td>Phase 3-1</td>
<td>Neighborhood Density District</td>
<td>4.4.2</td>
<td>Redact/eliminate neighborhood density districts</td>
<td>NDD Policy Items. Staff analysis and recommendation following Comprehensive Plan update</td>
</tr>
<tr>
<td>Phase 3-2</td>
<td>Neighborhood Density District</td>
<td>4.4.2.4</td>
<td>Redact/eliminate neighborhood-main street district</td>
<td></td>
</tr>
<tr>
<td>Phase 3-3</td>
<td>Neighborhood Density District</td>
<td>4.4.2</td>
<td>Suspend neighborhood density districts until character studies complete</td>
<td></td>
</tr>
<tr>
<td>Phase 3-4</td>
<td>Neighborhood Density District</td>
<td>4.4.2</td>
<td>Keep neighborhood density districts regardless of status of character studies</td>
<td></td>
</tr>
<tr>
<td>Phase 3-6</td>
<td>Housing Task Force Recommendation</td>
<td>4.3.1.3</td>
<td>Include “Clear Path” permitting process for projects that address affordable housing needs</td>
<td>Housing Task Force Policy Items. Staff analysis and recommendation following Comprehensive Plan update</td>
</tr>
<tr>
<td>Phase 3-7</td>
<td>Housing Task Force Recommendation</td>
<td>4.3.1.3</td>
<td>Add waiver of permitting fees option for projects that address affordable housing needs</td>
<td></td>
</tr>
<tr>
<td>Phase 3-8</td>
<td>Parking</td>
<td>7.1.2.2.8.1</td>
<td>Maintain exemption for projects of 10 or fewer units in CD-5 and CD-5D zones</td>
<td></td>
</tr>
<tr>
<td>Phase 3-9</td>
<td>Parking</td>
<td>7.1.2.1</td>
<td>Review on-street credit towards minimum off-street requirements</td>
<td>Parking Policy Items. Staff analysis and recommendation following Comprehensive Plan update</td>
</tr>
<tr>
<td>Phase 3-10</td>
<td>Parking</td>
<td>7.1.2.1</td>
<td>Increase minimum requirements for purpose-built student housing</td>
<td></td>
</tr>
<tr>
<td>Phase 3-11</td>
<td>Parking</td>
<td>7.1.2.2.C</td>
<td>Eliminate or increase parking fee-in-lieu for purpose-built student housing</td>
<td></td>
</tr>
<tr>
<td>Phase 3-12</td>
<td>Parking</td>
<td>Table 7.3</td>
<td>Review shared parking chart for errors. Times that spots are occupied by use appears incorrect</td>
<td></td>
</tr>
<tr>
<td>Phase 3-13</td>
<td>Parking</td>
<td>Table 7.4</td>
<td>Reduce maximum remote parking distance from 2,500 to 1,500</td>
<td></td>
</tr>
<tr>
<td>Phase 3-14</td>
<td>Parking</td>
<td>7.1.2.1</td>
<td>On street parking should not count towards Multifamily parking requirement</td>
<td></td>
</tr>
</tbody>
</table>
# Proposed Phase 3 Code Amendments

All items recommended for additional analysis at the June 5, 2019 Joint Workshop

<table>
<thead>
<tr>
<th>Phase &amp; Item #</th>
<th>Topic</th>
<th>Code Section</th>
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</thead>
<tbody>
<tr>
<td>Phase 3-15</td>
<td>Accessory Dwelling Units</td>
<td>4.2.1.2</td>
<td>Change from by-right to conditional use in all districts</td>
<td></td>
</tr>
<tr>
<td>Phase 3-16</td>
<td>Affordable Housing</td>
<td>4.3.1.2 and 4.3.4.5</td>
<td>Remove additional stories for 10% affordable units incentive</td>
<td></td>
</tr>
<tr>
<td>Phase 3-17</td>
<td>Affordable Housing</td>
<td>5.1.4.1</td>
<td>Increase allowed occupants or remove occupancy restrictions</td>
<td></td>
</tr>
<tr>
<td>Phase 3-18</td>
<td>Subdivision</td>
<td>Chapter 3</td>
<td>Additional standards and consideration for lot consolidation in existing neighborhoods</td>
<td></td>
</tr>
<tr>
<td>Phase 3-19</td>
<td>Subdivision</td>
<td>Chapter 4</td>
<td>Additional standards and consideration for subdivision in existing neighborhoods</td>
<td></td>
</tr>
<tr>
<td>Phase 3-20</td>
<td>Tiny Homes, Tiny Home Villages</td>
<td>Chapter 7</td>
<td>Provide criteria, standards, and consideration of tiny homes and Tiny Home Villages</td>
<td></td>
</tr>
<tr>
<td>Phase 3-21</td>
<td>Neighborhood Transitions</td>
<td>4.4.4.1</td>
<td>Replace current standards with requirement that Commercial use across the street from established Residential use be limited to 1 story</td>
<td></td>
</tr>
<tr>
<td>Phase 3-22</td>
<td>Occupancy</td>
<td>5.1.4.1.C</td>
<td>Make it easier to enforce (ease burden of proof) Occupancy Restrictions</td>
<td></td>
</tr>
<tr>
<td>Phase 3-23</td>
<td>Parkland Dedication</td>
<td>3.10.1.3.E.3</td>
<td>Require Parks and Recreation Board approval for fee-in-lieu less than $50,000</td>
<td></td>
</tr>
<tr>
<td>Phase 3-24</td>
<td>Personal Notification</td>
<td>2.3.2.1</td>
<td>Increase personal notification area. Base on size of development</td>
<td></td>
</tr>
<tr>
<td>Phase 3-25</td>
<td>Purpose Build Student Housing</td>
<td>5.1.4.7</td>
<td>Prohibit Rent by the Bedroom Purpose-Built Student Housing</td>
<td></td>
</tr>
<tr>
<td>Phase 3-26</td>
<td>Purpose Build Student Housing</td>
<td>5.1.4.7</td>
<td>Need definition for Purpose Built Student Housing that includes “Rent by the Bedroom”</td>
<td></td>
</tr>
<tr>
<td>Phase 3-27</td>
<td>Rental Registration</td>
<td>5.1.4.1.B</td>
<td>Maintain mandatory rental registration</td>
<td></td>
</tr>
</tbody>
</table>

Miscellaneous Policy Items.
Staff analysis and recommendation following Comprehensive Plan update.
Some items may result in amendments to other ordinances and policies, in addition to the San Marcos Development Code.
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<tr>
<td>Phase 3-28</td>
<td>Solar</td>
<td>7.1.1.3</td>
<td>Develop better incentives for on-site solar</td>
<td></td>
</tr>
<tr>
<td>Phase 3-29</td>
<td>Streets</td>
<td>3.5.2.8</td>
<td>When Traffic Impact Analysis is required, disallow Level of Service studies in favor of Vehicle Miles Traveled studies</td>
<td></td>
</tr>
<tr>
<td>Phase 3-30</td>
<td>Streets</td>
<td>3.8</td>
<td>Allow visually separated pedestrian lanes on existing conventional and residential streets</td>
<td></td>
</tr>
<tr>
<td>Phase 3-31</td>
<td>Zoning-General</td>
<td>4.4.5.3 and 4.4.5.4</td>
<td>Add Industrial zoning district to accommodate rail service expansion</td>
<td></td>
</tr>
<tr>
<td>Phase 3-32</td>
<td>Zoning-General</td>
<td>4.5</td>
<td>Review possibility of adding Planned Development</td>
<td></td>
</tr>
<tr>
<td>Phase &amp; Item #</td>
<td>Code Section</td>
<td>Amendment</td>
<td></td>
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<tr>
<td>Phase 1-1</td>
<td>2.3.1.1(C)</td>
<td>Add statement clarifying application is not considered “filed” until it is determined complete.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-2</td>
<td>2.3.2.1(G)</td>
<td>Change “2. Before the 12th day after an application is received” to “...after an application is determined complete.”</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-3</td>
<td>2.3.5.1(D)</td>
<td>“...as set forth in Section 2.3.5.3 or not to exceed the original expiration time.”</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-4</td>
<td>2.3.5.3</td>
<td>Expand the table to include plats and replats and specify the extension period</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-5</td>
<td>2.4.2.3(A)(2)</td>
<td>Change “provide web notice” to “provide application notice”</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-6</td>
<td>2.5.3.2(A)</td>
<td>Change “in this Division 5” to “in this Division”</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-7</td>
<td>2.5.5 2.5.6</td>
<td>Require administrative Certificate of Appropriateness to paint properties in Downtown Historic District. Prohibit painting of previously unpainted masonry.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-8</td>
<td>2.6.1.2(A)(2)(b)(1)</td>
<td>Add “Transition Zone and Contributing Zone within the Transition Zone” after Recharge Zone.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-9</td>
<td>2.7.1.1(C)(3)(a)</td>
<td>Revise “recharge or contributing zone” to Recharge Zone, Transition Zone or Contributing Zone within the Transition”</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-10</td>
<td>2.7.1.1(F)</td>
<td>Tighten up exemptions to site plan permit requirements; maybe just add “Documentation is required” after “2. Agricultural uses.”</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-11</td>
<td>2.7.1.4(A)(2)</td>
<td>Add F – “Must be served by adequately by essential public facilities and services per Chapter 3, Article 5.”</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-12</td>
<td>3.1.1.1(D)(5)</td>
<td>Exemptions for infill development should include “the current boundaries of the property existed in the same configuration since April 17, 2018.”</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-14</td>
<td>3.2 &amp; 3.3</td>
<td>Expand to include plats and replats and specify the extension period</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-15</td>
<td>3.5.2.8(B)(3)</td>
<td>Revise “streets” to “Avenues, Boulevards, and Commercial Streets.”</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-16</td>
<td>3.6.3.1(B)(3)</td>
<td>Need to create an exemption for the 3:1 lot width-to-depth ratio for Townhomes, zero-lot line</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-17</td>
<td>3.10.1.2(B)</td>
<td>Change “in civic spaces” to “as plazas”</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-18</td>
<td>4.3.3.2(B4)</td>
<td>Change “The street parallel to an alley within the block; and ...” to “The street parallel to an alley within the block; or ...”</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-19</td>
<td>4.3.3.2</td>
<td>Add definition of “principal frontage”</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-20</td>
<td>4.3.5.17(B)</td>
<td>Update applicability to reflect instances where building material standards can apply as per State law.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-21</td>
<td>4.3.5.17(D)</td>
<td>Align primary materials definition to align with Secretary of Interior Standards</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-22</td>
<td>4.4.2.5(B)</td>
<td>Residential Infill Compatibility Applicability Section should not have the second criteria</td>
<td></td>
<td></td>
</tr>
<tr>
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<tr>
<td>Phase 1-23</td>
<td>4.5.2.1</td>
<td>1) Remove the “Civil Air Patrol Building A” from landmark list and map. 2) Commemorative Air Force Hanger add to map. 3) Add effective dates of Landmarks and add Old Baptist Church to list.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-25</td>
<td>4.5.2.1</td>
<td>Prohibit the painting of previously unpainted masonry in the Downtown Historic District</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-26</td>
<td>6.1.1.1</td>
<td>Better clearly identify when water quality is required for redevelopments.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-27</td>
<td>6.1.2.3(A)</td>
<td>Revise “stormwater detention facility” to “stormwater facilities”</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-28</td>
<td>6.4.2.2(A)</td>
<td>Add “(i.e. 54 inches)” after “four- and one-half feet”</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-29</td>
<td>6.4.2.2(B)</td>
<td>½ symbol not recognized in text, math does not compute correctly. Replace with .5.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-30</td>
<td>6.4.2.4(A)(3) and 6.4.2.4(A)(4)</td>
<td>Change “barriers” to “fence” / After “debris” add “and vehicle parking”</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-31</td>
<td>6.4.2.5(B)</td>
<td>Should be clarified, should refer to quadrants, and should also split fee-in-lieu to quadrants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-32</td>
<td>6.4.2.6</td>
<td>Remove Red Cedar and Huisache from the Plant List.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-33</td>
<td>7.1.2.1</td>
<td>Consider adding parking standard for Live/Work use</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-34</td>
<td>7.1.4.3(C)</td>
<td>Remove duplicate language “Interior islands may be . . . preserve existing trees” from 7.1.4.3(C)(1)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-35</td>
<td>7.2.2.4(B)(2)</td>
<td>Include an applicability section &amp; revise to clarify that transitional protective yards must be on the private property</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-36</td>
<td>7.2.6.2</td>
<td>Add language to clarify 1st layer along secondary along secondary street is the first 20 feet from the curb (only for fences)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-37</td>
<td>7.3.1.8(C)</td>
<td>Change “violation of a spacing or location restriction in Section 7.3.1.6” to “. . . in Section 7.3.3.3 Location and spacing restrictions.”</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-38</td>
<td>7.5.2.1</td>
<td>Figure 7.23 Environmental Performance Map is difficult to read.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-39</td>
<td>9.1.1.1</td>
<td>In the “Division 1: General” sentence, add Chapter 1, 2, and 8 (everything except 4 and 5)</td>
<td></td>
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</tr>
<tr>
<td>Phase 1-40</td>
<td>9.4.2.2</td>
<td>This section needs to reference the design standards</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-41</td>
<td>Throughout Code</td>
<td>All mentions or references to “site plan” should be changed to “site permit”.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-42</td>
<td>Throughout Code</td>
<td>All links to 4.3.2.2 need to be changed to 7.2.4.1, 7.2.4.2, and Design Manual for installation and maintenance of landscaping</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-43</td>
<td>Throughout Code</td>
<td>Change ND-4M to N-MS on all Building type pages and under Abbreviated Designation in list of Neighborhood Density Districts (pg. 4:45). Change should be made throughout code with find/replace.</td>
<td></td>
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</tr>
<tr>
<td>Phase 1-44</td>
<td>Throughout Code</td>
<td>New code still says “Engineering Director” in a few spots</td>
<td></td>
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</tr>
<tr>
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<tr>
<td>Phase 1-46</td>
<td>Section C.5.1.6 (Design Manual)</td>
<td>Clarify language and figure to clearly define least and most appropriate location(s) for solar panel(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-47</td>
<td>Chapter 4</td>
<td>Add section number to direct user to applicability section to determine if durable building material apply</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1-48</td>
<td>City Code 86.188</td>
<td>Revise section to read as follows: ...</td>
<td></td>
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</tr>
</tbody>
</table>
## San Marcos Strategic Housing Action Plan Action Items

Plan draft was finalized after the June 5, 2019 Joint Workshop, items were not discussed at that time.

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<tbody>
<tr>
<td>A.1</td>
<td>Rental Registry</td>
<td>Establish a rental registry program to promote the safety and well-being of all renters through health and safety standards and tenant-landlord counseling education.</td>
<td>Rental registry program is currently used for &quot;bad actors.&quot; This action would be a policy change and not an amendment to the Development Code.</td>
</tr>
<tr>
<td>A.2</td>
<td>Owner Occupied Rehabilitation Program</td>
<td>Expand existing housing rehabilitation programs including, but not limited to a revolving loan fund for owner occupied rehabilitation, major repairs and minor repairs.</td>
<td>Funding for programs would require a policy change and a dedicated funding source approved by City Council.</td>
</tr>
<tr>
<td>A.3</td>
<td>Community Partnerships</td>
<td>Develop and promote social enterprises... within the community that assist residents with repairs, materials, design and labor on existing homes for low to moderate income residents.</td>
<td>This recommendation is for an entity external to, but working in coordination with, the City.</td>
</tr>
<tr>
<td>A.4</td>
<td>Sustainable Funding Source</td>
<td>Create a dedicated and stable funding source for home maintenance and repair programs. This could include TIF fund allocations, small stipend from closing costs for new single-family homes, a fee-in-lieu program from new development requests, etc.</td>
<td>Funding for programs would require a policy change and a dedicated funding source approved by City Council.</td>
</tr>
<tr>
<td>A.5</td>
<td>Enhanced Code Enforcement Efforts</td>
<td>If vacant land and/or unoccupied structures are too dilapidated to repair, consider obtaining the parcels and adding them to the land bank. The City should also increase enforcement efforts to address code violations in occupied structures prior to abandonment.</td>
<td>The unsafe structures program addresses dilapidated buildings. This action would require a policy change and funding for a program to purchase properties.</td>
</tr>
<tr>
<td>B.1</td>
<td>Development Codes and Zoning</td>
<td>Support diverse and vibrant neighborhoods by expanding the types of zoning districts and building types allowed within existing neighborhoods. Use a community driven process with a focus on accommodating residents through all stages of life.</td>
<td><strong>PLANNING AND ZONING COMMISSION RECOMMENDED REMOVAL OF THIS ACTION ITEM</strong></td>
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<tr>
<td>B.2</td>
<td>Public Lands</td>
<td>Leverage publicly owned lands for diverse affordable housing developments by taking a comprehensive inventory of land and its suitability for affordable housing development.</td>
<td>Staff began this process as part of the Disastery Recovery research. No additional action is necessary for this continued effort.</td>
</tr>
<tr>
<td>B.3</td>
<td>Infill Housing Assistance</td>
<td>Assist builders with fee waivers, clear-path permitting, and regulatory incentives like reduced parking or additional units in exchange for permanently affordable housing in pre-identified infill sites.</td>
<td>PLANNING AND ZONING COMMISSION RECOMMENDED REMOVAL OF THIS ACTION ITEM</td>
</tr>
<tr>
<td>C.1</td>
<td>Community Advisory Group</td>
<td>Create a process by which a Community Advisory Group can be developed along with a detailed outline of their roles &amp; responsibilities. The Advisory Group will be tasked with implementation of and on-going administration of strategies within this plan. This will ensure on-going transparency and community involvement.</td>
<td>Creation of a City Board for this purpose would require action by City Council. Amendments to the City Code of Ordinances (not the Development Code) may be requried.</td>
</tr>
<tr>
<td>C.2</td>
<td>Stabilize Households</td>
<td>Implement affordable housing tax and appraisal protection measures and work with partners to enhance awareness and resources around tenant rights and responsibilities.</td>
<td>This recommendation would require a policy change and not an amendment to the Development Code.</td>
</tr>
<tr>
<td>C.3</td>
<td>Down Payment Assistance</td>
<td>Expand down payment assistance and home buyer counseling programs by supporting public-private partnerships with financial institutions and major employers. Consider a shared-equity approach for longer-term affordability, where appropriate.</td>
<td>Funding for programs would require a policy change and a dedicated funding source approved by City Council.</td>
</tr>
</tbody>
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### San Marcos Strategic Housing Action Plan Action Items

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<td>C.4</td>
<td>Land Banking</td>
<td>Acquire public, vacant, flood prone, or dilapidated structures with the purpose of transitioning properties to a public use such as parkland or open space in flood prone areas and diverse types of affordable housing on suitable properties. This could include partnering with developers to expand affordable housing options in the City of San Marcos.</td>
<td>Funding for programs would require a policy change and a dedicated funding source approved by City Council.</td>
</tr>
<tr>
<td>C.5</td>
<td>Shared Equity</td>
<td>Create a Community Land Trust or other forms of Shared Equity Ownership. Transition suitable land bank properties to permanently affordable housing through a public/private partnership with builders and a shared equity model.</td>
<td>Funding for programs would require a policy change and a dedicated funding source approved by City Council.</td>
</tr>
<tr>
<td>C.6</td>
<td>Legislative Adjustments</td>
<td>Continue to work with partners to amend the State Law governing Land Bank and Land Trust Legislation. We need to ensure that the law is compatible and flexible to meet our local needs.</td>
<td>The Council Legislative Committee could review this action for consideration during the next legislative session.</td>
</tr>
<tr>
<td>D.1</td>
<td>Opt-In Zoning Overlay Districts</td>
<td>Create Opt-In zoning districts in High and Medium Intensity Zones that offer an option for increased density and fast tracked permitting in exchange for affordable housing and other community benefits important to those strategic locations.</td>
<td>The creation of new Zoning Districts would require an amendment to the Development Code. Staff recommends considering this action following adoption of the Comprehensive Plan Update.</td>
</tr>
<tr>
<td>D.2</td>
<td>Accommodate Growth through Appropriate Zoning</td>
<td>The City should pro-actively zone both undeveloped and infill areas in accordance with the Comprehensive Plan to ensure that the capacity for residential growth is in excess of the anticipated population growth instead of relying on each individual project to request zoning.</td>
<td>PLANNING AND ZONING COMMISSION RECOMMENDED REMOVAL OF THIS ACTION ITEM</td>
</tr>
<tr>
<td>D.3</td>
<td>Tax Increment Financing</td>
<td>Utilize Tax Increment Financing mechanisms in strategic growth areas from the Comprehensive Plan to ensure that affordability is included in growth areas.</td>
<td>Funding for programs would require a policy change and a dedicated funding source approved by City Council.</td>
</tr>
</tbody>
</table>
## San Marcos Strategic Housing Action Plan Action Items

Plan draft was finalized after the June 5, 2019 Joint Workshop, items were not discussed at that time.

<table>
<thead>
<tr>
<th>Action ID</th>
<th>Topic</th>
<th>Proposed Action</th>
<th>Staff Notes &amp; Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>E.1</td>
<td>Manufactured Homes</td>
<td>Manufactured homes provide an opportunity to enter the housing market at a lower cost than conventional home. The City should look for additional opportunities to include or allow manufactured homes.</td>
<td>The Development Code currently includes a Manufactured Home Zoning District. Amendments may be necessary to allow this type of construction in other areas, or to change the regulations. Staff recommends considering this action following adoption of the Comprehensive Plan Update.</td>
</tr>
<tr>
<td>E.2</td>
<td>Tiny Homes</td>
<td>The City should review and modify land-use and zoning regulations to encourage tiny home ownership and community development, as they provide opportunities for affordable home ownership. Additionally, tiny homes used as Accessory Dwelling Units can increase the number of affordable rentals in the community while allowing for residents to stay in their homes by providing opportunities for...</td>
<td>This recommendation has multiple parts: Defining Tiny Homes and adopting the building code appendix Q is Phase 2-19. Accessory Dwelling Units are discussed in Phase 3, see Phase 3-15.</td>
</tr>
<tr>
<td>E.3</td>
<td>Clear Path Permitting</td>
<td>Minimize the time it takes to build mixed income or affordable communities with a clear path permitting process. This includes a dedicated case manager, pre review prior to formal submittal, priority in the review queue and priority inspections.</td>
<td>Clear path permitting was an element of item B.3 above which was recommended for removal by the Planning and Zoning Commission. Operationally, the adjustments noted to internal processes can easily be achieved following direction from the City Council or City Manager.</td>
</tr>
</tbody>
</table>
**San Marcos Strategic Housing Action Plan Action Items**

Plan draft was finalized after the June 5, 2019 Joint Workshop, items were not discussed at that time.

<table>
<thead>
<tr>
<th>Action ID</th>
<th>Topic</th>
<th>Proposed Action</th>
<th>Staff Notes &amp; Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>E.4</td>
<td>Remove Regulatory Barriers to Affordable Housing</td>
<td>Remove regulatory barriers to affordable housing when developments include a percentage of affordability. Barriers may include: Impact fees; parking requirements; height requirements; maximum density; requiring full site plan review for properties with 12 units or less; material requirements; permit fees</td>
<td>This action item may result in amendments to the Development Code. Note: Planning and Zoning Commission recommended removal of parking requirements, height requirements, and maximum density and the Texas Legislature removed the authority for the City to regulate building materials in most instances. Staff recommends considering this action following adoption of the Comprehensive Plan Update.</td>
</tr>
<tr>
<td>F.1</td>
<td>Direct Marketing</td>
<td>Market affordable housing and benefits to the community. Market affordable housing and San Marcos to the development community, especially residential and affordable housing developers. Demonstrate the need and the support provided by the city and other partners. Market affordable housing to current and prospective major employers including Texas State University.</td>
<td>This recommendation would require a policy change and not an amendment to the Development Code.</td>
</tr>
<tr>
<td>F.2</td>
<td>Education</td>
<td>Fund proactive outreach and counseling on opportunities for affordability to low- and moderate-income households experiencing housing vulnerability.</td>
<td>Funding for programs would require a policy change and a dedicated funding source approved by City Council.</td>
</tr>
</tbody>
</table>
AGENDA CAPTION:
Receive a Staff presentation and consider, by motion, removal of the San Marcos Development Code proposed amendments which were not recommended for additional analysis at the June 5, 2019 joint (Planning and Zoning Commission/City Council) workshop, and provide direction to the City Manager.
Meeting date: March 3, 2020

Department: Planning & 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: [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
**Background Information:**
At the joint workshop with City Council and the Planning and Zoning Commission, staff received direction on proposed San Marcos Development Code amendments. No action was taken at that time. Following the meeting, staff sorted the proposed amendments into Phases and created a list of those items not recommended for additional analysis. At this time staff is seeking formal action on the proposed amendments not recommended for additional analysis which have been included as an attachment.

**Council Committee, Board/Commission Action:**
Click or tap here to enter text.

**Alternatives:**
City Council may wish to receive a recommendation from the Planning and Zoning Commission on these items. In which case, staff would need direction to process the proposed amendments not recommended for additional analysis concurrently with Phase 2.

**Recommendation:**
Staff recommends **approval** of a motion to remove the proposed amendments not recommended for additional analysis.
### All items not recommended for additional analysis at the June 5, 2019 Joint Workshop

<table>
<thead>
<tr>
<th>Phase &amp; Item #</th>
<th>Topic</th>
<th>Code Section</th>
<th>Proposed Amendment</th>
<th>Staff Notes &amp; Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove-1</td>
<td>Alcohol Conditional Use Permit</td>
<td>2.8.3.5</td>
<td>No renewal of conditional use permit required after 3 years</td>
<td></td>
</tr>
<tr>
<td>Remove-2</td>
<td>General Comment</td>
<td>General</td>
<td>Review for typos and inconsistencies on annual basis but perform thorough review and amendments on a three-year basis</td>
<td></td>
</tr>
<tr>
<td>Remove-3</td>
<td>General Comment</td>
<td>General</td>
<td>Keep the Development Code as is and allow time to be implemented. Do not amend at this time.</td>
<td></td>
</tr>
<tr>
<td>Remove-4</td>
<td>General Comment</td>
<td>General</td>
<td>Perform additional analysis and partner with Texas State University to better understand the demand for student housing</td>
<td></td>
</tr>
<tr>
<td>Remove-5</td>
<td>General Comment</td>
<td>General</td>
<td>Protection of trees on private residences</td>
<td></td>
</tr>
<tr>
<td>Remove-6</td>
<td>General Comment</td>
<td>General</td>
<td>Protection of Native American artifacts</td>
<td></td>
</tr>
<tr>
<td>Remove-7</td>
<td>Historic Landmarks</td>
<td>4.5.2.1</td>
<td>Include list of historic sites designated by other</td>
<td></td>
</tr>
<tr>
<td>Remove-8</td>
<td>Infill Development</td>
<td>4.4.6.9</td>
<td>Reduce 3,000 square foot minimum area requirement for courtyard housing</td>
<td></td>
</tr>
<tr>
<td>Remove-9</td>
<td>Infill Development</td>
<td>4.4.6.4</td>
<td>Reduce 3,000 square foot minimum area and 40’ setback requirement for cottage court housing</td>
<td></td>
</tr>
<tr>
<td>Remove-10</td>
<td>Occupancy</td>
<td>5.1.4.1.D</td>
<td>Require following disclosure in all real estate contracts: “Property is in a Single Family neighborhood and it is illegal for more than a family plus one other person to occupy the residence”</td>
<td></td>
</tr>
<tr>
<td>Remove-11</td>
<td>Parking</td>
<td>7.1.1.3</td>
<td>Prohibit excessive parking</td>
<td></td>
</tr>
<tr>
<td>Remove-12</td>
<td>Parking</td>
<td>7.1.2.1</td>
<td>Eliminate minimum off-street parking requirements. Allow to be delivered based on demand, cost, and value.</td>
<td></td>
</tr>
<tr>
<td>Remove-13</td>
<td>Parking</td>
<td>7.1.2.1</td>
<td>Eliminate minimum off-street parking requirements for development within ½ mile of transit with frequent service</td>
<td></td>
</tr>
<tr>
<td>Remove-14</td>
<td>Parking</td>
<td>7.1.2.1</td>
<td>Require 1.05 spaces per occupant rather than by bedroom</td>
<td></td>
</tr>
<tr>
<td>Remove-15</td>
<td>Parking</td>
<td>7.1.2.2.8.1</td>
<td>Remove exemption for projects of 10 or fewer units in CD-5 and CD-5D zones</td>
<td></td>
</tr>
</tbody>
</table>

Proposed amendments reviewed at June 5, 2019 Workshop. City Council and Planning & Zoning Commission recommended no additional analysis. Action to remove proposed with Phase 2.
All items *not* recommended for additional analysis at the June 5, 2019 Joint Workshop

<table>
<thead>
<tr>
<th>Phase &amp; Item #</th>
<th>Topic</th>
<th>Code Section</th>
<th>Proposed Amendment</th>
<th>Staff Notes &amp; Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove-16</td>
<td>Parking</td>
<td>7.1.3.2</td>
<td>Offer 20% reduction to transit adjacent development that offers transit passes to residents/employees or that unbundles parking cost from housing and employer benefit costs</td>
<td></td>
</tr>
<tr>
<td>Remove-17</td>
<td>Rental Registration</td>
<td>5.1.4.1.B</td>
<td>Remove mandatory rental registration</td>
<td></td>
</tr>
<tr>
<td>Remove-18</td>
<td>Stormwater Management and Water Quality</td>
<td>6.1.1.1.4</td>
<td>Credit reduced impervious cover against overall 25% increased area calculation</td>
<td></td>
</tr>
<tr>
<td>Remove-20</td>
<td>Stormwater Management and Water Quality</td>
<td>Chapter 6</td>
<td>Add enhanced protections section for re-routed creeks</td>
<td></td>
</tr>
<tr>
<td>Remove-21</td>
<td>Streets</td>
<td>3.1.2.1</td>
<td>Revise street sections to include maximum lane width of 11’ on all City streets and 10’ where 45 mph or less</td>
<td></td>
</tr>
<tr>
<td>Remove-22</td>
<td>Zoning-General</td>
<td>4.1</td>
<td>Convert conventional residential districts to legacy districts. Require neighborhood density or character districts for future rezones</td>
<td></td>
</tr>
<tr>
<td>Remove-23</td>
<td>Zoning-General</td>
<td>4.3</td>
<td>Allow up to 3 dwelling unit by right (subject to compliance with all other lot development standards and preservation of primary structure) in all districts</td>
<td></td>
</tr>
<tr>
<td>Remove-24</td>
<td>Zoning-General</td>
<td>4.5</td>
<td>Maintain Planned Development Districts exclusion from Code</td>
<td></td>
</tr>
<tr>
<td>Remove-25</td>
<td>Durable Building Materials</td>
<td>4.3.5.17</td>
<td>Allow architectural metal panels as a primary durable building material</td>
<td>Removal proposed due to House Bill 2439 prohibiting overarching regulation of building materials.</td>
</tr>
<tr>
<td>Remove-26</td>
<td>Durable Building Materials</td>
<td>4.3.5.17</td>
<td>Allow architectural fiber cement wall panel products as a secondary durable material</td>
<td></td>
</tr>
<tr>
<td>Remove-27</td>
<td>Durable Building Materials</td>
<td>4.3.5.17</td>
<td>Waive/exempt free standing columns of shade structures from durable materials requirement</td>
<td></td>
</tr>
</tbody>
</table>
AGENDA CAPTION:
Consider appointments to fill vacancies on the following Boards or Commissions, and provide direction to staff:
A. Animal Shelter Advisory Board - COSM Official (Animal Services Manager)
B. Historic Preservation Commission
C. Housing Authority
D. Convention & Visitor Bureau Board - Food/Beverage Establishment Representative

Meeting date: March 3, 2020

Department: City Clerk

Amount & Source of Funding
Funds Required: N/A
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 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.
Animal Shelter Advisory Board - COSM Official (Animal Services Manager)
The new Animal Services Manager began employment on February 10, 2020 and we are asking that Council formally appoint Jeanne Saadi.

*Term Expires: February 28, 2021*

Historic Preservation Commission
New composition of the board was approved earlier this evening. We are currently seeking four positions.

Ryan Patrick Perkins is seeking re-appointment and is eligible to serve - Term would expire February 28, 2023 (resident of Historic District)

Vacant Position left by Griffin Spell - Term expires February 28, 2021

Vacant Position - Term expires February 28, 2022

Vacant Position - Term expires February 28, 2023

*Current Applicants: Ryan Patrick Perkins (Incumbent), Laura Kennedy, Barbara Riggins, Richard Mealer, Forrest Fulkerson, Cindy Meyer*

Housing Authority (one vacancy)
A vacancy occurred after appointments were made in February. We need to fill this vacancy.

*Term Expires: February 28, 2022*

*Current Applicants: Richard Cruz, Al fretta Lee, Barbara Riggins*

Convention & Visitor Bureau Board - Food/Beverage Establishment Representative (one vacancy)
*Current Applicants: Monte Sheffield (incumbent) is seeking re-appointment and is eligible to serve -*
Term would expire February 28, 2023.

Applications have been provided in a separate email.
### Expiring Terms
Members whose term expire on 02/28/2020

<table>
<thead>
<tr>
<th>Animal Shelter Advisory Comm. (Need 6)</th>
<th>Applicants Preference is listed as only or 1st, 2nd, 3rd</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vacant</td>
<td>COSM Official 2/28/2021</td>
</tr>
<tr>
<td>Gail Sharp, Citizen at-large</td>
<td>3/6/2018 2/28/2021</td>
</tr>
<tr>
<td>Steven Heath, Operation Manager</td>
<td>3/1/2019 2/28/2022</td>
</tr>
<tr>
<td>Jonathan Coco, City of Buda Official (filled vacancy)</td>
<td>3/1/2020 2/28/2022</td>
</tr>
<tr>
<td>John Trinidad, Hays County Official</td>
<td>3/1/2020 2/28/2023</td>
</tr>
<tr>
<td>Briana Brecher, City of Kyle Official</td>
<td>3/1/2020 2/28/2023</td>
</tr>
<tr>
<td>Jeff Jorgenson, City Veterinarian</td>
<td>3/1/2020 2/28/2023</td>
</tr>
<tr>
<td>Jeanne Saadi, Animal Services Manager</td>
<td>COSM Official</td>
</tr>
</tbody>
</table>

- A strikethrough indicates not eligible or no appt needed at this time

<table>
<thead>
<tr>
<th>COSM Official</th>
<th>2/28/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monte Sheffield</td>
<td>Food/Beverage Est.</td>
</tr>
<tr>
<td>Monte Sheffield (only)</td>
<td>food/bev resident</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Convention &amp; Visitor Bureau Board (Need 1)</th>
<th>Eligible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monte Sheffield</td>
<td>3/1/2017 2/28/2021</td>
</tr>
<tr>
<td>Dan Alden, TX State Media/Academic</td>
<td>3/6/2018 2/28/2021</td>
</tr>
<tr>
<td>Kristin Williams, Tourist Attraction</td>
<td>3/6/2018 2/28/2021</td>
</tr>
<tr>
<td>Celina McGuill, Premium Outlet</td>
<td>3/6/2018 2/28/2021</td>
</tr>
<tr>
<td>*Jason Mock, Chamber Chair</td>
<td>3/6/2018 2/28/2021</td>
</tr>
<tr>
<td>*Adriana Cruz, GSMP President</td>
<td>3/6/2018 2/28/2021</td>
</tr>
<tr>
<td>Ruth Buck, Hotel more than 90 rooms</td>
<td>3/6/2018 2/28/2021</td>
</tr>
<tr>
<td>Sunit Patel, Hotel less than 90 rooms</td>
<td>3/1/2019 2/28/2022</td>
</tr>
<tr>
<td>Richard Morace, Hotel/Motel</td>
<td>3/1/2019 2/28/2022</td>
</tr>
<tr>
<td>John Lairsen, Tanger Outlet</td>
<td>3/1/2019 2/28/2022</td>
</tr>
<tr>
<td>Maxfield Baker, Council Member</td>
<td>3/1/2019 2/28/2022</td>
</tr>
<tr>
<td>Cody Taylor, Downtown Business</td>
<td>3/1/2019 2/28/2022</td>
</tr>
<tr>
<td>Josie Falletta, main street</td>
<td>3/1/2019 2/28/2022</td>
</tr>
<tr>
<td>Rosina Vallo, El Centro</td>
<td>3/1/2019 2/28/2022</td>
</tr>
<tr>
<td>Jamie Lee Case</td>
<td>3/1/2019 2/28/2022</td>
</tr>
<tr>
<td>Bert Lumbreras/CMO Representative</td>
<td>3/1/2019 2/28/2022</td>
</tr>
<tr>
<td>Joca Marquez, Council Member</td>
<td>3/1/2019 2/28/2022</td>
</tr>
<tr>
<td>Phillip Fusco III</td>
<td>3/1/2019 2/28/2022</td>
</tr>
<tr>
<td>Phillip Fusco III</td>
<td>3/1/2019 2/28/2022</td>
</tr>
<tr>
<td>Phillip Fusco III</td>
<td>3/1/2019 2/28/2022</td>
</tr>
</tbody>
</table>

* Non Voting, Ex Officio Members
### Historic Preservation (Need 4)

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Term Start</th>
<th>Term End</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ryan Perkins</td>
<td>District Member</td>
<td>YES</td>
<td>2/28/2021</td>
<td></td>
</tr>
<tr>
<td>Vacant</td>
<td></td>
<td>2/28/2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vacant</td>
<td></td>
<td>2/28/2022</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vacant</td>
<td></td>
<td>2/28/2023</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laura Kennedy</td>
<td>1st archive/history of city</td>
<td>resident</td>
<td>2/28/2021</td>
<td></td>
</tr>
<tr>
<td>Barbara Riggins</td>
<td>1st history of city</td>
<td>resident</td>
<td>Main St., Housing</td>
<td>2/28/2022</td>
</tr>
<tr>
<td>Richard Mealer</td>
<td>2nd design/history</td>
<td>resident</td>
<td>2/28/2023</td>
<td></td>
</tr>
<tr>
<td>Forrest Fulkerson</td>
<td>3rd history of city</td>
<td>resident</td>
<td>ETJ</td>
<td></td>
</tr>
<tr>
<td>Cindy Meyer</td>
<td></td>
<td>resident</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Thea Dake</td>
<td>District Property Owner</td>
<td>2/28/2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bob Holder</td>
<td>History of City</td>
<td>2/28/2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alexander Arlinghaus</td>
<td>Disc. in Preservation</td>
<td>2/28/2022</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* still short one member of Historic District

HPC proposal (approved this evening) - 4 residents of City/ETJ with interest in history of city (endeavor to appoint persons from discipline in architecture, history, archaeology) and 3 members from historic districts (endeavor to maintain one downtown rep and rotate appointments evenly among districts)

### Housing Authority Board (Need 1)

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Term Start</th>
<th>Term End</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vacant, City Resident</td>
<td></td>
<td>2/28/2023</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rachel Durance, Housing Resident</td>
<td>filed vacancy</td>
<td>3/1/2020</td>
<td>2/28/2022</td>
<td></td>
</tr>
<tr>
<td>Gloria Salazar, City Resident</td>
<td></td>
<td>3/1/2019</td>
<td>2/28/2022</td>
<td></td>
</tr>
<tr>
<td>Nina Ramos, City Resident</td>
<td></td>
<td>3/1/2020</td>
<td>2/28/2023</td>
<td></td>
</tr>
<tr>
<td>Mittie Miller, City Resident</td>
<td></td>
<td>3/1/2020</td>
<td>2/28/2023</td>
<td></td>
</tr>
</tbody>
</table>

### Housing Authority (Need 3)

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Term Start</th>
<th>Term End</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richard Cruz</td>
<td></td>
<td>resident</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alfretta Lee</td>
<td></td>
<td>resident</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Barbara Riggins</td>
<td></td>
<td>resident</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mittie Miller</td>
<td></td>
<td>resident</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

HPC, Main St.
AGENDA CAPTION:
Hold discussion and receive a report from the Criminal Justice Reform Committee, including draft legislation supporting a Cite and Release Program, and provide direction to the City Manager.

Meeting date: March 3, 2020

Department: City Manager

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: Council discussed this item during its regular meeting on October 15, 2019 but did not provide direction to staff. Rather, the Council referred the item back to the Criminal Justice Reform Committee for further work.

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
**Background Information:**

The San Marcos City Council empaneled a Criminal Justice Reform subcommittee to study local criminal justice reform efforts in parallel with the work being done at the county level. The committee originally consisted of Council Member Mark Rockeymoore (chair), Council Member Lisa Prewitt, and Council Member Dr. Ed Mihalkanin. The committee began meeting monthly in July, 2019. The committee has been working on a draft ordinance that pertains to the use of Cite and Release by sworn law enforcement officers employed by the City. In their regular meeting held on October 3, 2019, the committee developed language for this draft ordinance and presented that language to the Council on October 15, 2019. During that meeting, discussion by the members of Council in conjunction with questions and answers to and from members of staff and the community prompted the Council to send the item back to the committee for further development.

On November 7, 2019, the Criminal Justice Reform (CJR) committee met again and discussed a third version of the ordinance developed by committee members and constituents associated with Mano Amiga. There were substantive changes in this draft that had previously been removed, and there was a lack of consensus on a few of the points. Additionally, a red-lined copy of the ordinance in relation to the prior version was not available. A representative from Mano Amiga volunteered to create the red-lined draft and send that to the committee members and staff representatives. Approximately one week later, staff received a red-lined document for review. That document contained additional wording not previously discussed in any of the meetings, so it became clear that another meeting would need to be held to further discuss what a final draft might look like. The committee did not meet over the Christmas and New Year’s holiday time period and reconvened on January 28, 2020. One committee member was new since the November 7, 2019 meeting. Council Member Dr. Marquez replaced outgoing Council Member Lisa Prewitt. This item represents the most current recommended legislation by the members of the CJR committee including highlighted areas showing two decision points around which the committee members were not fully in agreement. A memo is attached to this item to further provide explanation and context about those two areas.

Additionally, two documents are attached to this item that illustrate an analysis of the use of Cite and Release for eligible class A and B misdemeanors by members of the San Marcos Police Department in 2018 and 2019. This analysis was completed by Assistant Chief Brandon Winkenwerder. In summary, those documents show
that the majority of defendants handled by the department for an eligible offense were not actually eligible for Cite and Release. In 2018, 31% of the 543 people charged with a citation-eligible Class A or B misdemeanor were actually eligible to receive a citation in lieu of arrest. In 2019, that number was 34% of 398 people. The most common reasons that a person is not eligible for Cite and Release are outstanding warrants for other offenses, the presence of more serious charges not eligible for cite and release, and not being a resident of Hays County. For this analysis, residency was defined as people who live, work, or go to school in Hays County. The analysis also showed that officers increased their use of Cite and Release by 76% in 2019 over 2018 despite the fact that the request made by department administration for officers to increase the use of Cite and Release was not formally made until late July of 2019.

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

The Criminal Justice Reform committee has met multiple times with staff representatives and is prepared to discuss this item with the Council at large.

**Alternatives:**

In preparation for future action, the Council at large may choose to direct staff to finalize the draft ordinance, make changes to the recommended language of the ordinance, or provide direction that is not in favor of the ordinance. Council may also choose to consider a resolution instead of an ordinance in support of the main tenants of the draft ordinance language discussed at the committee level.

**Recommendation:**

During this entire process which began in July of 2019, staff has worked in earnest to study its internal process in hopes of identifying areas of improvement that could be in alignment with the goals of the CJR committee. Staff has worked tirelessly to study and present data to the committee indicating that first-line Officers of the Police Department have used discretion to divert people out of the formal criminal justice system on hundreds of occasions in the recent past even before this issue became a focal point of discussion for City Council. Additionally, Police Department leadership has been engaged in the CJR process at the county level to ensure that they are prepared to implement any county-wide changes to Cite and Release or Cite Divert as soon as they are available. Consequently, staff recommends that the City Council consider a resolution in support of certain enumerable and identifiable processes involving Cite and Release and Cite and Divert to include periodic data analysis and reporting that will explore the department’s success in implementing the tenants of that resolution.
At the core of the discussion about local criminal justice reform is the topic of the use of cite and release in lieu of custody arrest for certain Class A, Class B, and Class C misdemeanor offenses. For reference, copied below is the section of the Texas Code of Criminal Procedure that allows for the use of citation in lieu of custody arrest in certain instances.

Art. 14.06. MUST TAKE OFFENDER BEFORE MAGISTRATE. (a) Except as otherwise provided by this article, in each case enumerated in this Code, the person making the arrest or the person having custody of the person arrested shall take the person arrested or have him taken without unnecessary delay, but not later than 48 hours after the person is arrested, before the magistrate who may have ordered the arrest, before some magistrate of the county where the arrest was made without an order, or, to provide more expeditiously to the person arrested the warnings described by Article 15.17 of this Code, before a magistrate in any other county of this state. The magistrate shall immediately perform the duties described in Article 15.17 of this Code.

(b) A peace officer who is charging a person, including a child, with committing an offense that is a Class C misdemeanor, other than an offense under Section 49.02, Penal Code, may, instead of taking the person before a magistrate, issue a citation to the person that contains:

(1) written notice of the time and place the person must appear before a magistrate;

(2) the name and address of the person charged;

(3) the offense charged;

(4) information regarding the alternatives to the full payment of any fine or costs assessed against the person, if the person is convicted of the offense and is unable to pay that amount; and
(5) the following admonishment, in boldfaced or underlined type or in capital letters:

"If you are convicted of a misdemeanor offense involving violence where you are or were a spouse, intimate partner, parent, or guardian of the victim or are or were involved in another, similar relationship with the victim, it may be unlawful for you to possess or purchase a firearm, including a handgun or long gun, or ammunition, pursuant to federal law under 18 U.S.C. Section 922(g)(9) or Section 46.04(b), Texas Penal Code. If you have any questions whether these laws make it illegal for you to possess or purchase a firearm, you should consult an attorney."

(c) If the person resides in the county where the offense occurred, a peace officer who is charging a person with committing an offense that is a Class A or B misdemeanor may, instead of taking the person before a magistrate, issue a citation to the person that contains written notice of the time and place the person must appear before a magistrate of this state as described by Subsection (a), the name and address of the person charged, and the offense charged.

(d) Subsection (c) applies only to a person charged with committing an offense under:

- (1) Section 481.121, Health and Safety Code, if the offense is punishable under Subsection (b)(1) or (2) of that section;
- (1-a) Section 481.1161, Health and Safety Code, if the offense is punishable under Subsection (b)(1) or (2) of that section;
- (2) Section 28.03, Penal Code, if the offense is punishable under Subsection (b)(2) of that section;
- (3) Section 28.08, Penal Code, if the offense is punishable under Subsection (b)(2) or (3) of that section;
- (4) Section 31.03, Penal Code, if the offense is punishable under Subsection (e)(2)(A) of that section;
- (5) Section 31.04, Penal Code, if the offense is punishable under Subsection (e)(2) of that section;
- (6) Section 38.114, Penal Code, if the offense is punishable as a Class B misdemeanor; or
- (7) Section 521.457, Transportation Code.
MEMO

TO: Mayor Hughson and Council
FROM: Chase Stapp, Director of Public Safety
DATE: February 10, 2020
RE: Draft Cite and Release Agenda Item for March 3

The Criminal Justice Reform (CJR) Council Committee met on January 28, 2020 to revisit draft legislation language surrounding the use of Cite and Release processes by members of the San Marcos Police Department. Previously on October 15, 2019, Council discussed a prior draft version of ordinance language but directed that it be discussed and developed further by CJR committee. After discussion by the committee on January 28, the members of the committee provided direction that a discussion item be brought before Council on March 3, 2020. The purpose of this memo is to summarize three main decision points that the CJR committee respectfully requests Council direction on.

Resolution or Ordinance?

The first of these decision points is whether Council as a whole intends to move this legislation forward as a resolution or as an ordinance. Staff believes that there are certain advantages to advancing this item forward as a resolution. Members of Mano Amiga, a local civil rights advocacy group that has been active in these discussions, feel strongly that an ordinance is the most appropriate method for Council to act on this topic. The members of the CJR committee were not in complete agreement in their thinking about this decision point. The optics of the message sent by Council to the members of the Police Department and the community is the key difference between the two options. A resolution is generally viewed as a message sent by Council in support of a particular program or process. A resolution in this instance could serve to communicate to staff the Council’s support of an expanded Cite and Release program to include increased data analysis and community involvement. On the other hand, an ordinance will be interpreted by staff, as it should be, as a Council mandate directing staff to take certain action relative to Cite and Release. One risk associated with this approach is that the crafting of an ordinance could unintentionally send the message that Council does not acknowledge or appreciate the extensive work already done by leadership and line level staff at the Police Department to improve the department’s use of Cite and Release and the level of data transparency related to the program. The draft language being reviewed and discussed by Council at this meeting could ultimately be written in the form of either a resolution or an ordinance.

Violations to Include in Statement of Support:

The second decision point that the CJR committee asks for direction on relates to the wording contained within Section 1 of the draft legislation. The purpose of this section is for Council to make a statement in support of the use of Cite and Release for certain types of offenses. State law limits the use of Cite and Release to eight enumerated class A and B misdemeanors in addition to almost all Class C misdemeanors. The CJR committee agreed that two of those offenses should not be listed in Section 1 as offenses about which Council expressed support for the use of Cite and Release. Those
two offenses are Possession of a Controlled Substance in Penalty Group 2A (commonly referred to as synthetic marihuana compounds) and Possession of Contraband in a Correctional Facility. The remaining list of offenses that appear in Section 1 were not unanimously supported by members of the CJR committee, but the members were unanimous in that this area should be discussed by the full Council. These offense types are highlighted in yellow in section 1 of the attached draft language. The question at hand involves whether or not Council desires to express support for the use of Cite and Release for the crimes that involve the deprivation of a victim’s personal property by either theft or destruction. It was discussed that victims of property crime often have a guttural reaction to being victimized in this way, and Council may or may not want to include these offenses in the list of offenses for which they support the use of Cite and Release. The other point of view is that all of these offenses should be listed so that the wording in the legislation most closely mirrors what is allowed by state law. Regardless of the direction the Council chooses to take, members of the Police Department will be allowed by policy and state law to exercise their discretion and consider using Cite and Release for all of the eligible offenses.

**Wording to Limit Discretion:**

The third and final decision point is found in Section 2 of the draft language and surrounds whether or not to include the word “only” in a sentence that introduces a list of possible exceptions to the use of Cite and Release. The CJR committee again were not unanimously in agreement about the inclusion of this word. Staff believes that the wording severely restricts an officer’s use of discretion about when it is or is not appropriate to use Cite and Release. Specifically, staff feels that the list of possible exceptions, though fairly exhaustive, should not be viewed as the only things that may preclude the use of Cite and Release. Our police officers deal with an extremely wide array of circumstances in their daily work, and staff believes that limiting their discretion with this wording does not allow for the flexibility needed to make sound arrest decision that best serve our goal of enhancing public safety in San Marcos. On the other hand, proponents of the language highlighted in yellow argue that it serves to provide needed direction on the limited use of discretion by officers. As with the other two decision points, the members of the CJR committee respectfully request that Council discuss and provide direction.

After Council discussion and direction, staff is prepared to bring back an action item in line with Council recommendations at the next meeting.
DRAFT San Marcos Ordinance Regarding Arrests and Citations

RECITALS:

1. State law allows use of citation in lieu of arrest for certain misdemeanor offenses.

2. In 2018, the San Marcos Police Department (SMPD) made arrests for citation-eligible offenses, which translates to lost hours of officer time.

3. Data provided by SMPD shows that in 2018, misdemeanor possession of marijuana under 2 oz and driving while license invalid accounted for more than half of arrests for citation-eligible offenses.

4. The City Council acknowledges that our Peace Officers are allowed to exercise their discretion to issue a citation in lieu of arresting individuals for certain offenses when authorized by State law under article 14.08 of the Texas Code of Criminal Procedure.

5. The City Council supports SMPD’s commitment to increase the use of the cite and release process as part of a combined strategy, in cooperation with the Hays County Criminal District Attorney’s Office, to divert eligible individuals from being incarcerated, prosecuted, and convicted in the criminal justice system.

6. The City Council deems it necessary to have SMPD gather, report, and publish statistical information to demonstrate trends in the department’s use of the cite and release process, including the frequency of use, offense type, justification for arrest (when an arrest is made), and the age, race, and ethnicity of individuals who were arrested and jailed instead of receiving citations and being released for the same offense.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS:

Section 1.

The City Council supports the SMPD’s increased use of the cite and release process, rather than arrest, in appropriate circumstances, for individuals suspected of committing the following offenses, in accordance with article 14.06 of the Texas Code of Criminal Procedure:

1. Class C misdemeanors other than public intoxication, assault, or family violence.
2. Possession of Marijuana less than 4 oz, Class A or Class B misdemeanor
3. Driving while License Invalid, Class B misdemeanor
4. Criminal Mischief, Class B misdemeanor
5. Graffiti, Class A or Class B misdemeanor
6. Theft of Property, Class B misdemeanor
7. Theft of Services, Class B misdemeanor

Section 2.

The City Council recognizes that use of the cite and release process may not be appropriate in all circumstances and that SMPD officers may exercise their discretion to issue a written or verbal warning in lieu of issuing a citation or making an arrest for a person suspected of committing any offense listed in
Section 1.

The City Council further recognizes that the use of the cite and release process may not be appropriate in all instances, and that SMPD officers may find it necessary to arrest a person suspected of having committed any of the above-listed offenses only if any of the following circumstances are present:

1. The subject does not provide satisfactory evidence of personal identification to allow for citation.
2. The subject is not a resident of the county in which the offense was allegedly committed. For the purposes of this Section, an individual who lives, works, or goes to school in the county where the offense was allegedly committed will be deemed to be a resident of Hays County. In determining whether the subject is able to provide satisfactory evidence of personal identification, it shall be acknowledged that not all persons are able to produce a government-issued ID. Therefore, although a government-issued ID is preferred, the City shall accept other forms of identification, regardless of expiration date, including but not limited to: any state or federally-issued ID, utility or rent bill, student ID, or other forms of identification that include an individual’s name and address, as well as photos of the aforementioned forms of identification.
3. There is reason to believe that the safety of persons (including the subject) would be imminently endangered by the release of the subject. In making this assessment, it shall be considered whether the subject has the physical or mental capacity to endanger the safety of themselves or the public, whether the subject is unlawfully carrying a weapon, and/or if the subject has made immediate threats against other individuals in the area. In cases in which the subject appears to suffer from mental illness and/or addiction, a referral to appropriate medical and/or psychiatric services in lieu of arrest shall be considered in accordance with SMPD policy.
4. The subject demands to be taken before a magistrate.
5. The subject has an outstanding arrest warrant from a criminal law enforcement agency.
6. The subject is also suspected of having committed an offense for which the cite and release process is not allowed by state law.

Section 3.

In any case where an arrest is made for the above-listed offenses, the specific reasons for making the arrest instead of issuing a citation shall be included in the incident report. No arresting officer described in this section shall be charged with any criminal offense for non-compliance with this ordinance.

Section 4.

The City Manager shall provide and make available to the public a quarterly report or memorandum concerning the use of the cite and release process in lieu of arrest in instances when a ticket or citation is allowed by state law. This report or memorandum shall be provided to the City Council and made public on a quarterly basis and should document anonymized records of every instance that a resident was issued a citation in lieu of arrest and every instance that a resident was arrested for a nonviolent misdemeanor charge when the suspect had no outstanding warrants, was not intoxicated and legally could have been given a citation, but an arrest was made anyway, and shall include the justifications for the arrests. The memorandum shall also include the following data for each instance:

1. The reason for the stop;
2. The particular offense alleged;
3. The age, race, and ethnicity of the person arrested;
4. The location where the incident occurred.
5. The reason for the arrest.

Information regarding specific arrests shall be organized according to race and ethnicity in order to allow racial disparities to be easily analyzed. This report or memorandum should not include information that would jeopardize any ongoing criminal investigation or prosecution, and the report should include the number of unduplicated officers making such discretionary arrests.

Section 5

The City Council directs the City Manager to work with the San Marcos Police Chief and other relevant stakeholders mentioned below to update all relevant City policies and internal operating procedures in accordance with this Ordinance. Actions that may be necessary include, but are not limited to: updating the San Marcos Police Department General Manual, updating the training bulletin and training officers on the new guidelines for citation versus arrest, and updating the internal databases and systems to remove any guidelines under the manual that are no longer in effect due to this Ordinance.

The City Council directs the City Manager to arrange regular meetings of the Police Chief’s Advisory Panel, other interested stakeholders and community organizations, individuals directly impacted by the policing and arrests of immigrant communities and communities of color, and any representatives that may be designated by the Hays County District Attorney’s Office in the development of policies, procedures, and practices related to this Ordinance. These meetings shall be open to public participation.

Section 6.

A progress update shall be provided to City Council within three months after adoption of this ordinance. A written update shall be provided to the City Council within six months after the adoption of this ordinance which includes information regarding all updates to policies, procedures, and practices identified and implemented, as a result of this ordinance.
Attached to the agenda item for the March 3 regular Council meeting pertaining to Cite and Release are four spreadsheets that provided detailed information about the use of Cite and Release by sworn members of the San Marcos Police Department in 2018 and 2019. This data was compiled and prepared by Assistant Chief Brandon Winkenwerder for your information and involved an exhaustive and labor-intensive process. The purpose of this memo is to provide some explanation of the data to make it easier to process.

You will see two spreadsheets related to the 2018 data and two related to the 2019 data. The first spreadsheet for each year is the breakdown of data by offense type, race, gender, and citation eligibility. The second spreadsheet for each year is a summary breakdown of the most common reasons a person was deemed to be ineligible for Cite and Release in accordance with state law. In this memo I will provide background explanation about these documents in that respective order.

Cite and Release Data Spreadsheets:

When reviewing the first spreadsheet for each year, please first take your attention to column O (Total) and then to columns B (Not Eligible), F (Eligible) and J (Cite.) Also of note is Column A which lists the various types of offenses eligible for the use of Cite and Release according to state law. Aggregate data with all offense types is found near the top of the spreadsheet. Column O shows the total number of instances whether that be aggregate or by offense type. Column B shows the number of people by various categories who were deemed ineligible for the use of Cite and Release for various reasons. Column F reflects the number of people who were found to be eligible but were arrested rather than being release with a citation. Column J reflects the number of people who were released using a field release citation. Near the top right corner of the spreadsheet you will see summary data of the number of people who were released using a field citation sorted by race/ethnicity and gender. The total number of eligible individuals and circumstances is reached by adding the number of people who were eligible but did not receive a citation (column F) and the number of people who were released with the use of a citation (column J.)

Cite and Release Ineligibility Summary Spreadsheets:

In his analysis of the reasons why people were not eligible for Cite and Release, Chief Winkenwerder noted five primary reasons that contributed to a person being ineligible. Those were residency (not a resident of Hays County), additional charges (the arrested person faced additional charges not eligible for cite and release), a combination of residency and additional charges, the existence of an arrest warrant for the offender, and the offender was referred to mental health services. This spreadsheet provides aggregate data near the top and below that details each of these criteria for the various cite
and release eligible offenses. The data can be found in columns C (residency), E (charges), G (combination of residence and charges), I (outstanding arrest warrant), and K (mental health referral.)

The following abbreviations are used in both spreadsheets:

- POM = Possession of Marihuana
- MA/MB = Misdemeanors of either class A or B
- POCS = Possession of controlled substance
- 2A = Penalty group 2A
- CM = Criminal Mischief
- DWLI = Driving while license invalid
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<td><strong>Charge</strong>= The offender had an additional charge or arrest warrant that did not allow the person to be cited</td>
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<td><strong>Warrant</strong>=arrest was the result of a judge issuing a warrant for the offender for the citeable offense</td>
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Residence= The offender was not a resident of Hays County which is required under the current law

Charge= The offender had an additional charge or arrest warrant that did not allow the person to be cited

RC= Not Eligible due to residence and a non citeable charge

Warrant= arrest was the result of a judge issuing a warrant for the offender for the citeable offense
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<td>MH = Mental Health incident where a person was charged and given services at Hays County</td>
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AGENDA CAPTION:
Executive Session in accordance with Section § 551.089 - Security Devices: to discuss Security Measures and Deployment of Information Resources Technology.

Meeting date: 3/3/2020

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.
AGENDA CAPTION:
Consider action, by motion, regarding the following Executive Session items held during the Work Session and/or Regular Meeting:

Meeting date: 3/3/2020

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