I. Call To Order

II. Roll Call

III. Invocation

IV. Pledges of Allegiance - United States and Texas

V. 30 Minute Citizen Comment Period

CONSENT AGENDA

1. Consider approval, by motion, of the following meeting Minutes:
   A. January 7, 2020 - Regular Meeting Minutes
   B. January 10, 2020 - Council Visioning Meeting Minutes
   C. January 11, 2020 - Council Visioning Meeting Minutes
   D. January 21, 2020 - Work Session Meeting Minutes
   E. January 21, 2020 - Regular Meeting Minutes

2. Consider approval of Ordinance 2020-04, on the second of two readings, amending the City’s 2018-2019 Fiscal Year budget to allocate a total amount not to exceed $573,000 from excess revenues collected for sales taxes and Resource Recovery customer services to increase the General Fund budget $548,000 for economic development incentives and to increase the Resource Recovery Fund budget $25,000 for trash and recycling services; and providing an effective date.

3. Consider approval of Resolution 2020-18R, approving a professional services agreement with WestEast Design Group, LLC for architectural and engineering design services for Fire Station Six in the estimated amount of $306,388; authorizing the City Manager or his designee to execute the professional services agreement on behalf of the City; and declaring an effective date.

4. Consider approval of Resolution 2020-19R, approving a Change in Service to the agreement with The Brandt Companies, LLC., procured through the Texas Local Government Purchasing Cooperative BuyBoard Contract, for the rental and maintenance of boiler equipment at the San Marcos Police Department in the annual amount of $23,450
and authorizing two additional annual renewals for a total contract price of $97,850; authorizing the City Manager or his designee to execute all necessary documents on behalf of the City; and declaring an effective date.

5. Consider approval of Resolution 2020-20R, approving a Change in Service to the agreement with TruGreen/Outdoor Home Services, procured through the Texas Local Government Purchasing Cooperative BuyBoard contract, for lawn services in the annual amount of $35,630.06 and authorizing three additional annual renewals for a total contract price of $142,520.24; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.

6. Consider approval of Resolution 2020-21R, approving a second amendment to the Amended and Restated Interconnection Agreement with the LCRA Transmission Services Corporation ("LCRA TSC") to, among other things, add the new 138kv Rattler Substation to facilities operated under the agreement; and declaring an effective date.

7. Consider approval of Resolution 2020-22R, approving the purchase of a Front End Loader from Waukesha-Pearce, Inc. through the Sourcewell Cooperative for use by the Transportation Department in the amount of $167,150; authorizing the City Manager or his designee to execute all appropriate documents to complete the purchase; and declaring an effective date.

8. Consider approval of Resolution 2020-23R, approving a Change in Service to the agreement with Tyler Technologies, Inc. to renew the Tyler Munis Enterprise Resource Planning Software License and Application in the annual amount of $205,410.53 and authorizing four one-year renewal periods to include an 8% increase in maintenance costs each year and authorizing an additional $100,000.00 for any future services that may be needed bringing the total contract price to $3,075,066.00; authorizing the City Manager or his designee to execute the appropriate documents to implement the change in service; and declaring an effective date.

9. Consider approval of Resolution 2020-24R, approving a Change in Service to the agreement with Survalent Technology, Inc. to renew the electric SCADA System software license and application used to monitor and control electric substations, transformers and electrical assets in the estimated annual amount of $24,160 and authorizing three one-year renewals; authorizing the City Manager or his designee to execute the appropriate documents to implement the change in service; and declaring an effective date.

10. Consider approval of Resolution 2020-25R, approving a renewal of the agreement with Certified Folder Display Services, Inc. for the distribution of media brochures to support the work of the San Marcos Convention and Visitor Bureau in the estimated annual amount of $21,753.05 and authorizing three one-year additional renewals for a total contract price of $63,967.18; authorizing the City Manager or his designee to execute the appropriate documents related to the renewal of the agreement on behalf of the City; and declaring an effective date.

11. Consider approval of Resolution 2020-26R, approving Change in Service No. 4 to the agreement with Halff Associates, Inc. relating to the Blanco Riverine Flood Mitigation Project for additional professional services to advance the project from the preliminary
engineering phase through the preparation of construction documents in the amount of $1,194,262.50; 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

12. Receive a Staff presentation and hold a Public Hearing to receive comments for or against Resolution 2020-28R, providing no objection to the submission of an application for low income housing tax credits to the Texas Department of Housing and Community Affairs for the proposed Lantana on Bastrop Multifamily Housing Project located at the intersection of South Old Bastrop Highway and Rattler Road; approving findings related to the application; imposing conditions for such non objection; including the requirement that the applicant make an annual payment in lieu of taxes in the amount of $11,000; providing authorizations for execution or submission of documents related to the application and for negotiation and execution of an agreement for the annual payment in lieu of taxes; and declaring an effective date.

NON-CONSENT AGENDA

13. Consider approval of Resolution 2020-17R, approving an agreement with the City of Martindale relating to the extra-territorial boundaries between the cities; authorizing the Mayor or City Manager to execute the agreement on behalf of the City; and declaring an effective date.

14. Consider approval of Resolution 2020-27R, providing no objection to the submission of an application for low income housing tax credits to the Texas Department of Housing and Community Affairs for the proposed Redwood Multifamily Housing Project located in the 1600 block of Redwood Road; approving findings related to the application; imposing conditions for such non-objection, including the requirement that the applicant make an annual payment in lieu of taxes in the initial amount of $75,000 and increasing by $1,500 annually; providing authorizations for execution or submission of documents related to the application and for execution of an agreement for the annual payment in lieu of taxes; and declaring an effective date.

15. Consider approval of Resolution 2020-29R, making an appointment to fill a vacancy of Board Position 8, on the Board of Directors of the Alliance Regional Water Authority (ARWA), and declaring an effective date.

16. Discuss and consider the appointment of a Council Committee on Homelessness, and provide direction to Staff.

17. Discuss and consider annual appointments to various Boards and Commissions, to wit:

A) Airport Advisory Board
B) Animal Shelter Advisory Committee
C) Arts Commission
D) Cemetery Commission
E) Citizen Utility Advisory Board (CUAB)
F) Comprehensive Plan Oversight Committee
G) Convention and Visitors Bureau Board
H) Economic Development San Marcos Board
I) Ethics Review Commission
J) Historic Preservation Commission
K) Housing Authority
L) Human Services Advisory Board
M) Library Board
N) Main Street Advisory Board
O) Neighborhood Commission
P) Parks and Recreation Board
Q) Planning and Zoning Commission
R) San Marcos Commission on Children and Youth
S) San Marcos Youth Commission
T) Senior Citizen Advisory Board
U) Veteran Affairs Advisory Board
V) Zoning Board of Adjustment

18. Hold discussion regarding Historic Preservation Commission Recommendation Resolution 2020-01RR to consider the Commission’s proposal to amend the qualifications for membership on the Historic Preservation Commission, and provide direction to Staff.

19. Hold discussion regarding Historic Preservation Commission Recommendation Resolution 2019-03RR to consider the initial authorization of a text amendment, per Section 2.4.1.2 of the San Marcos Development Code, to Article 5 of the Historic Design Guidelines to include a purpose statement regarding sustainability, and provide direction to Staff.

20. Hold discussion regarding Historic Preservation Commission Recommendation Resolution 2019-04RR to consider the Commission’s proposal to expand the City’s historic preservation program, and provide direction to Staff.

EXECUTIVE SESSION (if necessary)

21. Executive Session in accordance with the following Government Code Section § 551.071 - Consultation with Attorney: to receive a legal briefing and deliberation regarding Martindale ETJ Matters.

DIRECTION / ACTION FOLLOWING EXECUTIVE SESSION

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

   Section § 551.071 - Consultation with Attorney: to receive a legal briefing and deliberation regarding Martindale ETJ Matters.

VI. Question and Answer Session with Press and Public.
VII. Adjournment.

POSTED ON WEDNESDAY, JANUARY 29, 2020 @ 11:30AM

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:
Consider approval, by motion, of the following meeting Minutes:
A. January 7, 2020 - Regular Meeting Minutes
B. January 10, 2020 - Council Visioning Meeting Minutes
C. January 11, 2020 - Council Visioning Meeting Minutes
D. January 21, 2020 - Work Session Meeting Minutes
E. January 21, 2020 - Regular Meeting Minutes

Meeting date: 2/4/2020

Department: City Clerk

Amount & Source of Funding
Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

Fiscal Note:
Prior Council Action: Approval of Previous Meeting Minutes

City Council Goal: [Please select goal from dropdown menu below]
Choose an item.

Comprehensive Plan Element (s): [Please select the Plan element(s) and Goal # from below]
☐ Economic Development Choose an item.
☐ Environment & Resource Protection Choose an item.
☐ Land Use Choose an item.
☐ Neighborhoods & Housing Choose an item.
☐ Parks, Public Spaces & Facilities Choose an item.
☐ Transportation Choose an item.
☒ Not Applicable
Master Plan: [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]
Choose an item.

Background Information:
The following minutes are attached for review:
A. January 7, 2020 - Regular Meeting Minutes
B. January 10, 2020 - Council Visioning Meeting Minutes
C. January 11, 2020 - Council Visioning Meeting Minutes
D. January 21, 2020 - Work Session Meeting Minutes
E. January 21, 2020 - Regular Meeting Minutes

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

Alternatives:

Recommendation: Approve Minutes as attached
City of San Marcos

Meeting Minutes
City Council

Friday, January 10, 2020 8:30 AM Activity Center, Room 2 - 501 E. Hopkins

City Council Visioning Session - Day 1

I. Call To Order

With a quorum present, the visioning workshop of the San Marcos City Council was called to order by Mayor Hughson at 8:30 a.m. Friday, January 10, 2020, in Room 2 of the San Marcos Activity Center, 501 E. Hopkins, San Marcos, TX 78666.

II. Roll Call

Dr. Marquez arrived after roll call at 8:40 a.m.

Present: 7 - Council Member Melissa Derrick, Mayor Jane Hughson, Mayor Pro Tem Ed Mihalkanin, Council Member Joca Marquez, Deputy Mayor Pro Tem Mark Rockeymoore, Council Member Maxfield Baker and Council Member Saul Gonzales

1. Hold discussion and participate in Fiscal Year 2020-2021 Visioning Workshop, topics discussed may or may not include or be limited to: growth, quality of life, economic development policies, transportation, community partners, outreach, future infrastructure and facility needs, beautification and community enhancement, enhancement of core services including future staffing and personnel needs, flood mitigation strategies, and provide direction to Staff.

Bert Lumberras, City Manager, provided a welcome and update on the topics that will be discussed during the next two days of visioning.

Discussions of day 1 will be focused on:
Status of Comprehensive Plan Goals, Update on Key Strategic Priorities, Determine Key Strategic Priorities for 2020 and Beyond and City Logos

Discussions of day 2 will be focused on:
Reviewing and finalizing key strategic priorities, evaluate council committees, discuss city logos (if needed), wrap-up and next steps.

Shannon Mattingly, Director of Planning and Development Services provided a presentation on the status of the comprehensive plan goals. These include:

Economic Development
Goal 1: Abundant opportunities created by the ingenuity and intellectual capital of University, Business, Civic and Cultural Leaders.
Goal 2: Workforce and Education excellence.
Goal 3: Emerging markets and industry relationships that generate quality entrepreneurial and employment opportunities.
Goal 4: An enhanced and diverse local economic environment that is prosperous, efficient and provides improved opportunities to residents.
Goal 5: Fiscally responsible incentives for economic development.
Goal 6: Promote and support the maximum potential of the San Marcos Municipal Airport.
Goal 7: Sports tourism, eco-tourism, retail tourism and the community’s 13,000-year heritage as an economic generator.

Notable Projects: GSMP Vision 2020 Plan, Economic Development Policy, BIG Grant, Airport Plans and Infrastructure Improvements, Evaluation of City Owned Property, Impediments to Fair Housing Plan, Code SMTX, Transportation Master Plan, Youth Master Plan, and Negotiated Chapter 380 Incentive Agreements

Environment and Resource Protection
Goal 1: Public and private sectors working together to protect water quality and facilitating appropriate development in the San Marcos and Blanco rivers watersheds, and over the Edwards Aquifer using measurable and scientific methods.
Goal 2: Natural resources necessary to our community’s health, well-being, and prosperity secured for future development.
Goal 3: Proactive policies that enforce recycling and resource and energy efficiency.
Goal 4: A population prepared for and resilient to man-made and natural disasters.

Notable Projects: Stormwater Technical Manual, SECO Loans, Warn Central Texas, Code SMTX, Conservation tiers in Utility Rate structure, Floodplain Ordinance Updates, Inspection program for existing detention ponds, Disaster Recovery Grant Implementation, Watershed Protection Planning Efforts and MS4 Program, Additional Environmental Staff (Arborist, Environmental Inspections Manager)

Land Use
Goal 1: Direct growth, compatible with surrounding uses.
Goal 2: High-density mixed-use development and infrastructure in the activity
nodes and intensity zones, including the Downtown area supporting walkability and integrated transit corridors.
Goal 3: Set appropriate density and impervious cover limitations in the environmentally sensitive areas to avoid adverse impacts on the water supply.


Neighborhoods and Housing
Goal 1: Neighborhoods that are protected and enhanced in order to maintain a high quality of life and stable property values.
Goal 2: Housing opportunities for students of Texas State University in appropriate areas and create and implement a plan to accomplish this vision.
Goal 3: Diversified housing options to serve citizens with varying needs and interest.
Goal 4: Well-maintained, stable neighborhoods protected from blight or the encroachment of incompatible land uses.

Notable Projects: Code SMTX, Nuisance Abatement Program, Annexation and ETJ Management Plan, Affordable Housing Policy, Land Use Suitability Map, Transportation Master Plan, Workforce Housing Committee, Workforce Housing Task Force, Strategic Transit Plan, Texas State Mater Plan, Housing Needs Assessment, Strategic Housing Action Plan, and Historic Resources Survey

Parks and Public Facilities
Goal 1: Well-maintained public facilities that meet the needs of our community.
Goal 2: A differentiated collection of connected and easily navigated parks and public spaces.
Goal 3: A vibrant central arts district and robust arts and cultural educational opportunities for everyone.
Goal 4: Funding and staffing to ensure quality public safety and community services.
Goal 5: Effective social services delivered to those who can most benefit from them.

Notable Projects: Facilities Master Plan, Transportation Master Plan, Code
SMTX, Sidewalk Inventory, 5 year sidewalk Maintenance and Gap Program, Strategic Transit Plan, Social Services Needs Assessment Study, Governors Achievement Award Projects, Vehicular Way Finding, Bond Election for public safety and library, Parks and Open Space Master Plan, Water Master Plan, and Waste Water Master Plan

Transportation
Goal 1: A safe, well-connected transportation system implemented in an environmentally sensitive manner.
Goal 2: A multi-model transportation network to improve accessibility and mobility, minimize congestion and reduce pollution.

Notable Projects: Transportation Master Plan, Code SMTX, 5 year sidewalk Maintenance and Gap Program, Strategic Transit Plan, Campo 2040 Plan, Bus Stop Installations, and CAMPO Platinum Planning

Mr. Lumbreras provided an update on the current key strategic priorities.

1. Workforce Housing

a. Update, consolidate and communicate housing policies and action plans. The following have been completed: Updated Low Income Housing Tax Credits policy - recommendation from Workforce Housing Committee, Added new LIHTC webpage with map of all projects, Strategic Housing Action Plan approved by Workforce Housing Task Force and Planning Commission.

b. Develop dedicated housing and revenue sources that meet goals. The following have been completed: Completed construction on permanently affordable homes targeted to flood victims on City-owned lots, Instituted Homebuyer Loan Program for employees of SMCISD (8 loans granted), Created land bank and community land trust, and Developed marketing campaign for Homebuyer Program.

c. Implement land use and zoning regulations that support diverse, mixed income communities in all areas of the City. The following have been completed: Identified potential code amendments during the annual code update process. This is still in progress
The next steps for work force housing include:
Issuance of an RFP for mixed income development on City-owned properties,
Adoption of the Workforce Housing Task Force Strategic Housing Action
Plan, Complete construction on seven additional homes
on City-owned lots, and Potential code amendments identified through the
annual code update process

2. Multi-Modal Transportation

a. City becomes the Direct Recipient for federal and state transit funding
allocated to San Marcos urbanized area. The following have been completed:
FTA concurred with TxDOT - City officially designated the Direct Recipient
effective October 1, 2019

b. City reviews the benefits and challenges of creating an integrated, seamless
transit partnership between the City and Texas State University. The
following have been completed: Completed Transit Plan Study Phase II,
Coordinated with TxDOT on Downtown bike paths, Developing scope with
TxDOT and University for Five Year Strategic Master Plan for Transit Service
(in progress).

c. City continues other multimodal initiatives. The following have been completed: Appointed Parking Advisory Board in April, Approved second year extension to VeoRide contract, Completed construction of Downtown Mobility Hub, Updated 5-year Sidewalk Maintenance and Gap Infill program prioritizing needed connections.

The next steps for multi-modal transportation include: Continue to
meet/coordinate with CARTS on transfer
of roles and responsibilities, Implement Transit Plan Study Phase II, and
Improve Bicycle Friendly Community rating.

3. City Facilities

a. Explore short-term alternatives for staff expansion within City Hall
Complex. The following have been completed: Placed portable building in

b. Review all possible alternative delivery methods for new facility
construction. The following have been completed: Continued working with
Jacobs Engineering to oversee project management.
c. Develop a 5-year Fiscal Strategic Plan for implementation of Bond Projects. The following have been completed: Approved Library remodel and expansion – construction underway, Approved Fire Station #2 construction contract – groundbreaking scheduled January 17, Amended Fire Training Field contract to design phase 1.

d. Develop Public Services, Community Services and City Hall Project Design and Scope. The following have been completed: Approved contract for pre-development design and engineering services relating to the new Public Services Complex.

e. Explore alternatives for future agreement negotiations land purchases for facilities. The following have been completed: Continue to monitor options for land during development Explore alternatives for future agreement negotiations.

The next steps for city facilities include: Continue implementing bond projects, Continue development of Public and Community Service Maintenance Facility, and Determine next steps for new City Hall.

4. Workforce Development

a. Leverage and Partner with the Community. The following have been completed: Created Task Force with numerous community entities and partnered with Texas Workforce Solutions to provide a job fair in October.

b. Facilitate opportunities for Training and Programming. The following have been completed: Worked with non-profits and social services to develop a service guide, Added a Job and Career Center at the Library, and enhanced content on the library website referencing training available within 30 miles of San Marcos.

The next steps for workforce development include: Identify potential items to include in economic development agreements, i.e. educational initiatives, continue coordinating with businesses, Chamber of Commerce, GSMP, SMCISD, Texas State University, Texas Workforce and other stakeholders to identify challenges and unmet community needs, and evaluate GSMP contract to include deliverables of training and programming opportunities.

5. Downtown Vitality
a. Support diversified business activity. The following have been completed: Included Downtown Master Plan in scope of 2020 Comprehensive Plan update and Main Street program visioning and priority projects discussed by Main Street Advisory Board in November.

b. Take measures to improve downtown quality of place. The following have been completed: Approved preliminary engineering and field services contract for Reconstruction of Kissing Alley, completed cost analysis of converting electric overhead lines to underground, and implemented Downtown Pattern Guidelines for consistency of light fixtures, seating areas, etc.

c. Accessibility to and within the downtown. The following have been completed: Awarded contract for the San Marcos River Bike and Pedestrian Trail Project, Convened Parking Advisory Board to consider bylaws and work plan, and Updated numerous trails.

The next steps for downtown vitality include: Begin a revised Downtown Master Plan, review permitting and conditional uses in Downtown, and define goals and objectives of Main Street Program.

After reviewing the current priorities discussion was held to determine key strategic priorities for 2020 and beyond. Consensus from Council is to remove City Facilities from the list of key strategic priorities and allow Staff to continue their works on the projects underway.

Council provided consensus is to keep Workforce Housing as a strategic priority, but make the following modifications:

- More houses on City lots
- Focus on low quality housing and improving living conditions. This can be accomplished through code enforcement/compliance, budgeting to increase services provided by Tenant's Council, and work with the Rental Registration committee to discuss options on relaxing requirements for owners to make repairs.
- Research utilizing San Marcos data, instead of Austin Metropolitan Statistical Area (MSA), for Low-Income Housing Tax Credit (LIHTC) and other housing projects

Council provided consensus to keep Multi-Modal Transportation as a strategic
priority, but make the following modifications:

- Park and rides – work with Texas State
- Marketing businesses that promote multimodal transportation. This can be accomplished by creating some type of reward/recognition such as kudos coins, incorporate as part of the bike map, work with Main Street and Convention & Visitor Bureau
- Routes for transit and engage community at events for bikes

Council provided consensus to keep Workforce Development as a strategic priority, but make the following modifications:
- Promote Career and Technical Education (CTE), GED, financial literacy, life skills, this can be accomplished through training opportunities, utilizing municipal court as a community service option, and utilizing library services
- Alternate delivery methods, by assisting with childcare/transportation (determine if grant funding is available)
- Buying down interest rates for small businesses
- Phone App

Council provided consensus to keep Downtown Vitality as a strategic priority, but make the following modifications:

- Legacy businesses – loans/grants/incentives for struggling businesses, accomplished by promoting BIG Program
- Working with Arts Commission to link Downtown and the river, include in the downtown Master Plan
- Vacant building aesthetics/safety, accomplished by charging drainage utility fee for vacant buildings
- Work with Texas State Police Department on Downtown patrol
- Splash coworking funding

Council and Staff reconvened after a lunch break, Mr. Lumbreras reviewed the strategic priorities, stated a budget policy workshop is scheduled and these strategic priorities will be discussed at that meeting, and a Resolution will be brought before council in March 2020.

Council made some additional requests:

- Vacant building aesthetics report
- Climate Action plan on website - staff provided the link
- How childcare provided at the Activity Center
- Guadalupe and Hopkins intersection issues

Mayor Hughson asked if council would like to add any further strategic priorities. After discussion, Council provided consensus to add sustainability as a strategic priority.

Council requested the following:
- Hire a position for this function, will need to go through cost benefit analysis
- Hire consultant to assess the baseline
- Municipal building requirements/city facilities – smart buildings, ensure city is making effort with go green practices
- Business/economic development – attract businesses that practice sustainability and reduce impact
- Metrics/reporting
- Avoid non-attainment

Staff will review the elements proposed and the recommendations presented today, with assistance from sustainability committee, and bring back a recommendation regarding a sustainability position.

Council discussed the "Year of the City" (not a strategic priority) as a way to emphasize what we have, celebrate facility completions, and increase public/private partnerships

A discussion was held on the City Logos that have been used and are currently being used by the City for branding and promotions. Consensus was to have staff look at different logo options that would replace the San Marcos waterfall logo. This could be accomplished by developing a contest for residents allowing them to submit ideas for new city logo. However, parameters need to be set and we want to involve the University students, so we would launch during a semester and not during the summer months.

III. Adjournment.

Mayor Hughson adjourned the Visioning Workshop of the San Marcos City Council at 3:00 p.m.

Tammy K. Cook, Interim City Clerk

Jane Hughson, Mayor
City of San Marcos

Meeting Minutes
City Council

Tuesday, January 7, 2020 6:00 PM City Council Chambers

630 E. Hopkins

I. Call To Order

With a quorum present, the regular meeting of the San Marcos City Council was called to order by Mayor Hughson at 6:00 p.m. Tuesday, January 7, 2020 in the City Council Chambers, 630 E. Hopkins, San Marcos, Texas 78666.

II. Roll Call

Present: 7 - Council Member Melissa Derrick, Mayor Jane Hughson, Mayor Pro Tem Ed Mihalkanin, Council Member Joca Marquez, Deputy Mayor Pro Tem Mark Rockeymoore, Council Member Maxfield Baker and Council Member Saul Gonzales

III. Invocation

Deacon Terence Parker, with First Baptist Church NBC, provided this evening's invocation.

IV. Pledges Of Allegiance - United States And Texas

Council Member Baker led the assembly in the Pledges of Allegiance.

V. 30 Minute Citizen Comment Period

Virginia Condie, a member San Marcos River Foundation, spoke on Cape's Dam. Our concern is the keeping and restoration of the Cape's Dam and the diversion of water through the Mill Race. She stated the difference between Cape's Dam, Rio Vista and Aquarena Springs Dams is that those two dams above Capes Dam don't divert water like the Cape's Dam does. She asked when considering what to do with the Mill Race look at the same way the City is looking at the Purgatory Creek project that will be replanted with native species and deep roots that will stabilize the banks.

Amanda Alexander, spoke on the Cape's dam stating that it's important to note that the only way this has had a past vote for removal and then remained in the council meeting for the past three years because are financial interest at stake from developers and a recreational business. Multiple campaigns have waged to prevent from the vote for dam removal from being finalized and the community and the river deserves better. A study examining repair versus
removal has been done so why spend thousands more of taxpayer dollars. The dam is not in the interest of the river. The San Marcos River Foundation stated reminding people saving the dam is not the same as saving the river. It would be expensive to repair and harmful to river, the dam diverts one-third of the river. And water in the Mill Race seeps under Thompson’s Island compromising its integrity over time and during flood events. Choose science and the environment. Do the right thing. Set it free.

John David Carson, stated since the last council meeting 250 people were injured in accidents, 30 new injures, 3 people lost their lives on our streets, the final count for 2019 is 4,222 in traffic accidents, 721 injuries and 11 deaths. The City has excellent staff but have limited time, if council gives direction to staff to work on a mobility policy it should be on a vision zero policy that is called for by transportation plan. There are local and regional groups that will work with the City if staff is given direction as a high priority. The City of Oslo, with a population of 700,000 in 2019 there was one road way death and zero pedestrian deaths, Oslo made public goals in a vision zero policy and transitioned their infrastructure investments that fundamentally change their streets to support safe and sustainable forms of transportation. Council has the power to design the streets and support developments that will enable sustainable transportation. Don't ban other viable forms of sustainable methods of transportation. In support of adopting a policy that regulates scooters, suggestions to the ordinance is to allow people to operate their own private scooters or e-wheels and other forms of sustainable transportation. Prohibit dockless rental companies to operate without a license agreement, implement violations for obstructing clear pathways to pedestrians on a parked scooter and disallow any riding on the sidewalks when a bike lane is present. Regulation mentioned can be effective and address the concerns without telling that San Marcos is not viable of sustainable transportation. Let's work on getting the vision zero policy.

Dianne Wasslenich, represents the River Foundation, and said thank you for working to get more answers before making a very important decision on the Cape's Dam issue and to have a clear vision on what you want to happen before any interlocal agreements with the County. She is grateful that the City is not giving away or selling the river side property that City owns. Good timing to start archaeology work that is needed for permitting because this can take a long time, could take up to a year and could be expensive. No matter what you plan to do with the park the archaeology still needs to be done to know what is in what area and needs before applying for permits. US Fish and Wildlife Service permit process does not let local political issues affect permits.

What caused the delay in the permit process maybe was not done on purpose was due to council wanting an additional study and there was a changeover in staff which made it slow down and the money disappeared because of the deadline. Keep the dam. Please study the Mill Race to create one with small amount of water. Make it narrow with stable banks. The concrete banks that are there are not historic and terribly undercut. The Mill Race is a mess and the channel upstream of Cape road between there and 35 is getting wider from floods which is not historic. Models that were done can help you decide on how wide the Mill Race should be.

Kelly Stone, stated that she is able to walk here and cross the river to be here. She is supposed to be in Dallas, but she needed to be here to talk about freeing the river. She has been coming here since last January when you were re-discussing your decision to remove the dam built by Mr. Thompson's slaves that was made to increase his fortune with the Mill Race. You stalled on this from 2016 until January 2019 when a small group of well-financed folks in cahoots with allies from the City brought it forward to make it a historical marker. Decisions made in this room are not made in this room but in more private rooms, where we are lobbied sometimes on the Mill Race paddling, in parlors and in historic homes where decisions are being made and that is not ok. You are aware of the science and the selective history in honor of the 1800 industry and ignoring indigenous people, it's ignoring our culture and environment. She shares with her class, they give us history book and in order to learn history, women history, African American history we have to get another book, the default is the white's man history and he who wins writes the history. That is what is being argued, the river, our environment and we are creating a climate crisis in Texas and in the U.S. you need to be in the right side of history and remove the dam, please free the river.

Joleen Maddox Snider, stated that this is the “damn dam” at our house. Ms. Snider gave a brief history of the dam. The first part of the dam was built in the 1850s and in 1867 the actual dam that is there now went in but there was work done before that in the 1850s. Kathryn Thompson Rich, a descendant of Dr. William A. Thompson in 1978 application for the historical marker that is there has been disputed and not valid but states that is valid. Dudley R. Dobie Sr. in 1948 in his Brief History of San Marcos and Hays County wrote, "In an interview with the late A. D. McGehee, the writer was told that the first cotton gin was owned and operated by Dr. A. W. Thompson. Thompson purchased his land in Caldwell County, in 1851 his land consists of over 2,000 acres, Clearly, William Thompson was in Caldwell County, Texas by 1851 and planning on staying” is information found in the Caldwell County archives,
William Thompson together with John Crayton & Thos. G. McGehee have executed & delivered their joint & several promissory note payable to the order of Nelson H. Munger administrator in 1851. Mr. Buckley stated that Mr. Thompson enslaved at least 25 people, some of their names we know, including the Brady family which is why Mr. Buckley intends to ask the Parks board (of which he is a member) to name the park in tribute to the Brady family. The connection to McGehee has further importance. It was McGehee who actually owned the land on the San Marcos River where Thompson developed his first mill with the labor of his slaves. The relationship of the two men gave considerable credence to the “gentlemen’s agreement” discussed in Kathryn Thompson Rich’s 1978 document. In conclusion, Jo also states I have seen and learned enough to make sense out of all the trails. William A. Thompson established some sort of a milling operation on the San Marcos River at the place now called the Thompson Dam, probably between 1852 and 1855. Additionally, it is clear the enslaved African Americans owned by William Thompson dug out several channels in the San Marcos River and deposited the river mud to build several dams in the San Marcos River in the 1850s. The purpose of such work was to increase the flow of the river into several water courses to use the power of the river to run several mills, specifically a saw mill and a grist mill. It does not appear the cotton gin was powered by the river in this early period. It would also have been the enslaved who were the onsite engineers, designers and craftsmen and women who made the mills work. Thompson ordered the work, but the people he enslaved made it happen. In 1850 Texas had a population of 212,000 white citizens and 58,000 African American people who were enslaved. By 1860 those numbers had grown to 604,000 white citizens who owned 183,000 people that they enslaved. In 1860 Hays County had just under 800 people enslaved; the white population was approximately 2,200. He said the historians do not have the history right and that we should look into it.

Roland Saucedo, spoke as vice-chair of the San Marcos Complete Count committee, chair of government subcommittee and chair of the finance committee for the Complete Count Committee. We appreciate your time and service. The two councilmembers that have been appointed have not been able to attend a meeting except for one meeting. We are the City of San Marcos representatives to work with the US Census Bureau and scheduling conflicts makes it difficult to attend the meetings and if they can't fulfill the obligation then reappoint two new council members because it is important to have our council members active as the campaign begins. There is a presentation this evening on item #13 and he would like to note we have zero financing. Splash Coworking is the first private business that is assisting with funding materials
and printing materials. The campaign is going to be very large and require significant expenses. We are looking at various outlets but would appreciate it if the City can contribute $5,000 to $10,000 to the campaign.

Casey Smith, stated that he moved from San Marcos a couple of times but keeps returning to this town because his family loves its character and the natural beauty. He objects ordinance 2019-46 regarding the motor assist scooters. First reason is because it is non-targeted and the second reason is ill-defined. Was aware of this ordinance by reading the San Marcos Daily Record article. It is non-targeted because if this ordinance is trying to prevent injury should also ban skate boards, roller blades, bicycles, unicycles, running and swimming in public places. If this is the case, Council should target specific individual behavior, which is addressed in cyclist rules or regulate this specific one that leaves private citizens and their personal transportation choices out of the ordinance. Secondly, it is ill-defined and it does not properly define terms and it will be detrimental to the citizens that we would have to interrupt and law enforcement personnel has to enforce it. Agrees with motives to block dockless scooters and if it fits within City plans and please consider in rewriting this ordinance without disfranchising law abiding citizens or disrespecting their transportation choices.

CONSENT AGENDA

A motion was made by Council Member Gonzales, seconded by Council Member Baker, to approve the consent agenda, with the exception of items #4, 7, and 8 as they were pulled and considered separately. Dr. Mihalkanin abstained from item #2, as he is employed with Texas State.

The motion carried by the following vote:

For: 7 - Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Council Member Marquez, Deputy Mayor Pro Tem Rockeymoore, Council Member Baker and Council Member Gonzales

Against: 0

1. Consider approval, by motion, of the following meeting Minutes:
   A. December 17, 2019 - Work Session Meeting Minutes
   B. December 17, 2019 - Regular Meeting Minutes

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

After the motion to reconsider this item was made, a motion to approve was made by Council Member Gonzales, seconded by Council Member Baker to approve Resolution 2020-01R. The motion to approve carried by the following vote:

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

Against: 0

Abstain: 1 - Mayor Pro Tem Mihalkanin

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

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

A motion was made by Mayor Pro Tem Mihalkanin, seconded by Council Member Derrick to approve Resolution 2020-03R.

Mayor Hughson asked for an explanation of the bids since the bid awarded was not the lowest bid. Lynda Williams, Purchasing Manager, explained that the first, second, and third low bidders did not comply with all of these basic bidding requirements and were therefore deemed non-responsive. Texas Electric Cooperative is the deemed lowest responsive responsible bidder based on price and compliance with the bidding and contract documents.

The motion to approve carried by the following vote:

For: 7 - Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Council Member Marquez, Deputy Mayor Pro Tem Rockeymoore, Council Member Baker and Council Member Gonzales

Against: 0

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

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

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

MOTION TO DENY: A motion was made by Council Member Baker, seconded by Council Member Marquez, to deny Resolution 2020-06R. The motion to deny failed by the following vote:

For: 2 - Council Member Marquez and Council Member Baker
Against: 5 - Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Deputy Mayor Pro Tem Rockeymoore, and Council Member Gonzales

Discussion ensued on uses regarding the airport.

MOTION TO AMEND: A motion was made by Council Member Derrick, seconded by Council Member Mihalkanin, to approve and amend Resolution 2020-06R by decreasing the funding amount to $30,000 for marketing and promotion of the Go Wheels Up event. The motion to approve as amended, carried by the following vote:

For: 4 - Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin and Deputy Mayor Pro Tem Rockeymoore
Against: 3 - Council Member Marquez, Council Member Baker and Council Member Gonzales

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

MOTION TO DENY: A motion was made by Council Member Baker, seconded by Council Member Marquez, to deny Resolution 2020-07R. The motion to deny failed by the following vote:

For: 2 - Council Member Marquez and Council Member Baker
Against: 5 - Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Deputy Mayor Pro Tem Rockeymoore, and Council Member Gonzales

MOTION TO APPROVE: A motion was made by Mayor Hughson, seconded by Council Member Derrick, to approve Resolution 2020-07R. Discussion was held regarding the uses of the Airport. The motion to approve carried by the following vote:

For: 5 - Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Deputy Mayor Pro Tem Rockeymoore and Council Member Gonzales

Against: 2 - Council Member Marquez and Council Member Baker

A motion was made by Mayor Pro Tem Mihalkanin, seconded by Council Member Baker, to reconsider item #2 of the consent agenda and make note that he will abstain from a vote on this item due to his employment with Texas State University. The motion to reconsider carried by the following vote:

For: 7 - Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Council Member Marquez, Deputy Mayor Pro Tem Rockeymoore, Council Member Baker and Council Member Gonzales

Against: 0

PUBLIC HEARINGS

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

Michael Ostrowski, Assistant Director of Development Services, provided a brief presentation regarding the annexation of approximately 39.37 acres of land located at the western corner of South Old Bastrop Highway and Rattler Road.

Mayor Hughson opened the Public Hearing at 7:47 p.m.

Those who spoke:

Ed Theriot, stated he is in favor of the project and is available to answer any questions Council may have on this item.

There being no further comments, the Mayor closed Public Hearing at 7:50 pm

A motion was made Council Member Gonzales, seconded by Mayor Pro Tem
Mihalkanin, to approve Ordinance 2020-01, on the first of two readings. 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: 1 - Council Member Marquez

10. Receive a Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-02, amending the Official Zoning Map of the City by rezoning approximately 29.4 acres out of the Cyrus Wickson Survey, Abstract No. 474, Hays County, generally located in the 3200 block of South Old Bastrop Highway, from “FD” Future Development District to “CD-3” Character District 3; and including procedural provisions; and consider approval of Ordinance 2020-02 on first of two readings.

Michael Ostrowski, Assistant Director of Development Services, provided a brief presentation regarding the rezoning of approximately 29.4 acres located in the 3200 block of South Old Bastrop Highway, from “FD” Future Development District to “CD-3” Character District 3.

Mayor Hughson open the Public Hearing at 7:57 p.m.

Those who spoke:

Roland Saucedo, spoke in support of this project. Mr. Saucedo stated that being a previous member of the Workforce Housing Task Force and being involved on the housing studies, shows how much San Marcos is in need due to the lack of housing. It’s not just low income that has the highest margin but we have a lack of housing stock period. When we have an opportunity to increase the housing stock, it is important and vital to the future of San Marcos to be able to build an opportunity for all diverse housing.

There being no further comments, Mayor Hughson closed the Public Hearing at 7:58 p.m.

A motion was made Council Member Gonzales, seconded by Mayor Pro Tem Mihalkanin, to approve Ordinance 2020-02, on the first of two readings. The motion carried by the following vote:

For: 7 - Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Council Member Marquez, Deputy Mayor Pro Tem Rockeymoore, Council Member Baker, and Council Member Gonzales
Against: 0

11. Receive a Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-03, amending the Official Zoning Map of the City by rezoning
approximately six acres out of the Cyrus Wickson Survey, Abstract No. 474, Hays County, generally located at the western corner of South Old Bastrop Highway and Rattler Road, from “FD” Future Development District to “CD-5” Character District 5; and including procedural provisions; and consider approval of Ordinance 2020-03, on the first of two readings.

Michael Ostrowski, Assistant Director of Development Services, provided a brief presentation on the rezoning of approximately six acres located at the western corner of South Old Bastrop Highway and Rattler Road, from “FD” Future Development District to “CD-5” Character District 5.

Mayor Hughson opened the Public Hearing at 8:06 p.m.

Ed Theriot, stated there were issues discussed during the Planning and Zoning Commission meeting regarding comments from residents who live in the adjacent subdivision regarding concerns with the 5 story height allowed by the CD-5 district. He communicated with the residents after the meeting that there is no desire for a 5 story building. Development will be a Town Center type with mixed use store front buildings. Mr. Theriot stated he is available to answer any questions.

Roland Saucedo, stated that he supports the rezoning change, this is a perfect opportunity targeted for commercial purposes. Offers an opportunity for a mini grocery store or for various commercial office types.

Robert Tijerina, stated he is for change but is concerned with CD-5 as this could allow a 5 story building. Although the developer stated there are no plans to build one but could be in the future once the zoning is changed. There is drainage problem when it rains since the rain goes through his yard and is concerned with the rezoning in the future.

There being no further comments, the Mayor closed the Public Hearing 8:13 pm

MOTION TO POSTPONE: A motion was made by Council Member Derrick, seconded by Deputy Mayor Pro Tem Rockeymoore, to postpone Ordinance 2020-03, giving the applicant time to address these concerns, to a meeting date that is suitable for the applicant and staff. The motion carried by the following vote:

For: 7 - Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Council Member Marquez, Deputy Mayor Pro Tem Rockeymoore, Council Member Baker, and Council Member Gonzales
Against: 0

NON-CONSENT AGENDA

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

After discussion was held regarding rental companies and privately owned scooters, a motion was made by Council Member Derrick, seconded by Council Member Rockeymoore, to postpone Ordinance 2019-46. The motion carried by the following vote:

For: 7 - Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Council Member Marquez, Deputy Mayor Pro Tem Rockeymoore, Council Member Baker and Council Member Gonzales

Against: 0

13. Receive a presentation and provide feedback regarding the San Marcos Complete Count Committee’s planned outreach efforts to promote the 2020 Census.

Amanda Hernandez, Development Services Manager, provided a brief introduction of the item and introduced Dr. Gloria Martinez, Chair of San Marcos Complete Count Committee who will present the committee’s findings and present the workplan to reach an accurate count for the City of San Marcos in the 2020 Census.

Dr. Gloria Martinez provided a presentation and provided feedback regarding the San Marcos Complete Count Committee’s planned outreach efforts to promote the 2020 Census.

Ms. Martinez introduced the Complete Count Committee Members, they include the following:
Roland Saucedo, Co-Chair
Jordan Buckley
Keith Cunningham
Elva Gonzales
Michelle Harper
Melissa Jewett
Mary Lacy
Ida Miller
Jason Mock
The San Marcos Complete Count Committee Goals:

1. The accurate identification of hard-to-count and underrepresented populations in the City of San Marcos
2. The effective promotion of the Census and increase in self-response among residents through:
   a). The creation of a climate where stakeholders and residents are aware of the Census and the benefits of an accurate count.
   b). Increasing awareness and understanding of the Census through a variety of channels
   c). Partnering with the San Marcos library
   d). Promoting the four ways to participate in the census. These four options are online, over the phone, via the mail-in form, or through an in-person interview with a Census enumerator.

San Marcos Complete Count Committee Strategy:

Institutional Strategy

• Engage trusted healthcare, education, local government, and economic development institutions and organizations to educate and motivate through:
  - Social media, waiting area television displays, text outs and direct mailings, distribution of print materials, organizational intranet applications, public facing websites, marquees, elected official proclamations, messaging in utility bills, announcements at sporting events, and tabling at various community events throughout the year.

Grassroots Strategy - Meet residents where they are.

• Tabling at events held along the San Marcos River
• Partner with the Housing Authority to educate and engage
• Asking faith based leaders to include a message in their sermon
• Distributing print materials and “Remember to Count Me” stickers to
daycares and childcare centers
- Coordinating with apartment property managers to implement incentive-based events such as pizza socials and raffles
- Partner with nonprofits and community based organizations to solicit input on additional appropriate strategies and ask for assistance in outreach and engagement

Media Strategy - Promotion through radio, TV, print, and social media
- Flyers posted at apartment complexes throughout town, particularly those with a large number of residents that are TX State University students
  - Local San Marcos podcasts
  - Events Center Marquees
  - Social Media Accounts (Twitter, Instagram, Facebook)
  - CARTS and Texas State University Bus Ads
  - Billboards
  - Promotion and stories in the San Marcos Daily Record, University Star, Community Impact, & Hays Free Press
- Parish bulletins
- Local radio stations (KTSW)
- Promotion through radio, TV, print, and social media
- Request EVO and Stars & Stripes (drive-in theatre) play a PSA or promotional video before movie
- Posters in high traffic locations
- Public access channel

In addition to the three-pronged approach, the Complete Count Committee will explore opportunities to host several events aimed at promoting the Census and self response:
- A kick-off event where local press is invited
- An event focused on engaging institutional partners
- A fun, entertaining, and culturally appropriate event focused on reaching hard-to-count populations
- A Census Sunday event held on the Sunday before Census Day aimed at engaging the faith based community
- An event on Census Day (April 1st 2020) aimed at providing resources and assistance

Following the presentation, Bert Lumberas commented that the City has submitted a funding request with Hays County for $10,000 and will follow up with the County. Mr. Lumberas also mentioned that we will focus to identify
staff that could participate since this is an all hands project. Mr. Lumbereras will also work to identify funding sources that could contribute beyond the request the City has with the County. Mayor Pro Tem Mihalkanin noted that funds allocated for his stipend could be available as he cannot accept the funds due this his employment with Texas State.

14. Receive a Staff update regarding the advertising and marketing program of the Convention and Visitor Bureau to promote tourism in the City, and provide direction to the City Manager.

Mayor Hughson, introduced this item and seeks council opinion. Discussion was held with the Convention and Visitor Bureau Staff regarding the number of people that are coming from out of town to enjoy the river and how residents who are paying for services are not able to enjoy the river. Council asked the Convention and Visitor Bureau to stop advertising the river on the tourism San Marcos website.

Council Member Mihalkanin suggested that we promote places on the website that brings in tax revenues. Council Member Mihalkanin expressed his concerns with information on the City's website being incorrectly produced by Google. It was noted this is not our CVB site that is providing outdated information. Bert Lumbereras mentioned that we are having staff update the website and webpages. Mr. Lumbereras also suggested that if something is incorrect on the website to send over an email and a staff will correct it right away.

Consensus is to move forward with advertising that brings visitors to the City such as the: Outlet Mall, Cultural events, Trail System/Greenspaces, and not just the river or parks. Staff will add a link for Visitor Services on the website below Helpful Links. Council Member Baker suggested that we also add information on a river clean up on the website listed under 20 things to do.

EXECUTIVE SESSION

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

No Executive Session was necessary this evening.

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

The City Council concluded Executive Session at 5:39 p.m.

Mayor Hughson stated that direction was provided to staff on Executive
Session items A and B.

VI. Question and Answer Session with Press and Public.

Nick Castillo asked a question about item 12. He asked what staff will bring
back to Council regarding the motorized scooter ban?

Bert Lumberras, stated this item would be postponed to a future date. Staff
will work on addressing the concerns regarding the rental regulation piece and
address concerns on how we allow public residents to utilize personal scooters
due to infrastructure and safety concerns.

VII. Adjournment.

A motion was made by Council Member Derrick, seconded by Council
Member Baker, to adjourn the regular meeting of the City Council on
Tuesday, January 7, 2020 at 9:26 p.m. The motion carried by the following vote:

For:  7 - Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Council
Member Marquez, Deputy Mayor Pro Tem Rockeymoore, Council Member Baker
and Gonzales

Against:  0

Tammy K. Cook, Interim City Clerk

Jane Hughson, Mayor
City of San Marcos

Meeting Minutes

City Council

Saturday, January 11, 2020  8:30 AM  Activity Center, Room 2 - 501 E. Hopkins

City Council Visioning Session - Day 2

I. Call To Order

With a quorum present, the visioning workshop of the San Marcos City Council was called to order by Mayor Hughson at 8:35 a.m. Saturday, January 11, 2020, in Room 2 of the San Marcos Activity Center, 501 E. Hopkins, San Marcos, TX 78666.

II. Roll Call

Dr. Marquez arrived after roll call at 8:45 a.m.

**Present:**  7 - Council Member Melissa Derrick, Mayor Jane Hughson, Mayor Pro Tem Ed Mihalkanin, Council Member Joca Marquez, Deputy Mayor Pro Tem Mark Rockeymoore, Council Member Maxfield Baker and Council Member Saul Gonzales

1. Hold discussion and participate in Fiscal Year 2020-2021 Visioning Workshop, topics discussed may or may not include or be limited to: growth, quality of life, economic development policies, transportation, community partners, outreach, future infrastructure and facility needs, beautification and community enhancement, enhancement of core services including future staffing and personnel needs, flood mitigation strategies, and provide direction to Staff.

Bert Lumbreras, City Manager provided a brief update of discussions held on day 1 and discussed what will occur today.

Mayor Hughson went over the Current Priorities and asked if Council had any revisions.

- **Workforce Housing** – Council Consensus is to move forward with what was proposed yesterday

- **Multimodal Transportation** - requested modifications:
  - Add emphasis on regional transportation (within the report, modify the word “explore” and put more emphasis on this. (C-IV on report))
  - Encourage more public outreach and community engagement and promotion for events that promote bikes.
• City Facilities – Remove, City Staff will continue working on this

• Workforce Development - requested modifications:
  - Change App for Courses to Online Courses
  - Explore day labor program, can be accomplished by contracting with social services

• Downtown Vitality - requested modifications:
  - Promote City Grant programs, not solely BIG Program
  - look at ways to incentivize vacant buildings and how to occupy them, talk with building and business owners
  - Inspections for vacant buildings
  - Work with County and TIRZ #5 (Downtown) Board to work towards downtown improvements, this can be accomplished by extending the TIRZ, look for possible grant opportunities
  - Advertise through Lions Club Agreement by highlighting nearby city facilities and capitalizing on heavy traffic

Council consensus yesterday was to add sustainability as an additional strategic priority.

• Sustainability - requested modifications since yesterday:
  - Change the word “hire” consultant to “consider” consultant to assess baseline, or work with Texas State.
  - Look at vehicle replacement/building update schedule
  - Sustainability Committee will consider first then recommend to Council

The following Council Committees were discussed the following direction was provided:

• Workforce Housing – committee will remain active
  - Work on Low Income Housing Tax Credit (LIHTC) projects
  - Committee will look at policy report and make amendments and will bring to council

• Student Housing Committee – This committee had discussed converting this to a committee to look into a Tenant Council for San Marcos. Staff will see how we can provide more assistance through the Austin's Tenant Council.

• Alcohol CUP Committee – Noise Ordinance will make it to this committee at a future date so this committee will remain active until that time.
• Finance & Audit Committee - committee will remain active

• Cooperative Governance Committee – committee will remain active and utilized as needed.

• Multimodal Transit Committee – committee will remain active

• Rental Registration Committee – upcoming meeting this month (January 2020), so committee will remain active

• Legislative Committee – committee will remain active. Council would like to ensure the Communications Department is available during legislative session to be the point person at all times.

• La Cima Committee – remain active and meet as necessary

• Lindsey Hill Committee – remain active and meet as necessary

• Sustainability Committee - remain active

• Criminal Justice Committee – remain active

• Cresta Verde – disband this committee

• Sylvan 75 – disband this committee

• Create a new committee on homelessness in our community. This will be brought forward at the February 4, 2020 City Council Meeting. Staff is working with partners in the community to address some of these issues.

Mr. Lumbreras asked that we formalize a committee structure and define rules. Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, City Clerk, and Attorney can work together to create a standard rule of procedures for these committees.

Some additional requests from Council included:
• Review C.M. Allen/Hopkins Intersection glare and street marking issues
• Set up tour of new Career Technology Education Building at High School
• Work with TxDOT on Hwy 80 signs - coming into town, sign directs motorist to necessary lane to travel to Austin or San Antonio
• Provide Temp Agency List
• Look into renaming City Park Rec Hall - this will need to go through the Parks Board
• Discuss issues with Lions Club
• Create sustainability section (or gather associated links) on City website
• Create a space on the Message Board for recommendation resolutions from Boards and Commissions

III. Adjournment.

Mayor Hughson adjourned the Visioning Workshop of the San Marcos City Council at 12:00 p.m.

Tammy K. Cook, Interim City Clerk  Jane Hughson, Mayor
City of San Marcos

Meeting Minutes
City Council

Tuesday, January 21, 2020  3:00 PM  City Council Chambers

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, January 21, 2020 in the City Council Chambers, 630 E. Hopkins, San Marcos, Texas 78666.

II. Roll Call

Council Member Marquez arrived after roll call at 3:05p.m. and Council Member Derrick arrived at 3:10 p.m.

Present:  7 - Council Member Melissa Derrick, Mayor Jane Hughson, Mayor Pro Tem Ed Mihalkanin, Council Member Joca Marquez, Deputy Mayor Pro Tem Mark Rockeymoore, Council Member Maxfield Baker and Council Member Saul Gonzales

PRESENTATIONS

1. Receive a Staff presentation and hold discussion on the Comprehensive Plan update and Downtown Architectural Standards, and provide direction to the City Manager.

Bert Lumberas, City Manager provided a brief update and stated that Vision San Marcos, the City’s Comprehensive Plan, was approved in March, 2013. This plan serves as a guiding document for many plans and initiatives that the City has undertaken in the last seven years. During that time San Marcos has experienced many changes which have a significant impact on the vision, goals, and objectives found in the plan.

On December 17, 2019 staff presented a recommendation to update the comprehensive plan in order to create updated Visions for the future of San Marcos and to incorporate other planning efforts such as neighborhood planning, resiliency, and housing under these visions.

Staff will present a draft scope as well as a proposed timeframe for completion of the update. In addition, Staff will also present the scope of work for the Downtown Architectural Standards.
Michael Ostrowski, Assistant Director of Planning and Development Services led the presentation. The proposed scope has the following components:

1) Purpose / Intent
The purpose of this project is to provide an update to the City of San Marcos Comprehensive Plan “Vision San Marcos” that is highly graphic and relatively jargon-free. The plan should be easily interpreted by the general public, with an addendum housing all of the technical data to be used by City staff. With oversight from City staff, as well as guidance from the Planning and Zoning Commission, and the City Council, the successful consultant(s) will assist in the planning process and develop project deliverables as outlined within this RFP.

The intent of the Scope of Services is to serve as a framework, which consultants can use to develop a more detailed scope of services based on their professional expertise and knowledge. The following Scope of Services serves as a general framework and must be incorporated into the consultant(s) proposed scope of work; however, the proposed scope of work is not limited to these services. The final Scope of Services will be developed in collaboration with the selected consultant(s) and the City prior to contract approval. The consultant(s) shall have a prior understanding of the historic background of the development of San Marcos. The consultant(s) shall also have a firm understanding of the context, trends, and related information that have shaped the community. The consultant(s) shall analyze the assumed effects of external forces (physical, social, economic, and political) and trends on the future of the local community. Issues and forecasts of local and regional growth shall be included.

2) Project Management
A team of City staff will lead the overall project to ensure that the project objectives are met. Staff will provide continuous updates to the City Council and/or other governing boards on the development of the plan. Additionally, City staff will assist in facilitating interactions with appropriate City staff members, Planning and Zoning Commission members, City Council members and other key stakeholders.

3) Public Participation
The consultant(s) shall be responsible for developing a comprehensive participation program that encompasses the public and stakeholders, and incorporates local knowledge and experience. Key to the development and success of the plan, the consultant(s) must facilitate participation and
interaction of residents, property owners, business owners and leaders, churches and key community organizations, university officials, students, elected officials, utility providers, City staff, and other key stakeholders. Allows City Council to designate a committee or committees to act as community liaisons and provide oversight of plan and process. At a minimum the public participation plan should utilize traditional media, social media, virtual open houses, online polling, and should take advantage of the many groups who meet regularly through a speaker’s bureau. The participatory process must also be creatively designed to seek out and involve residents and other stakeholders that are unlikely to participate in a standard workshop style community engagement process. Additionally, the process must ensure that participation is reflective of both the current and future citizenry. The overall goal of the participatory process is to increase the ownership of the final product.

4) Vision and Goal Setting
The consultant(s) will work with the City and project stakeholders in developing a broadly supported and achievable vision or alternative vision(s) of the long-term future design and character of the community, along with related goals that help accomplish the same. Vision and goal setting shall be a component of the plan that is officially approved by the City early on in the process. The vision and goal setting shall also include the identification and approval of the guiding principles. If alternative visions are created, the consultant(s) shall include the cost/benefit implications of each alternative.

5) Guiding Principles
As part of this process, the consultant will work with the City and project stakeholders in developing supported guiding principles that will guide the formation of related goals, objectives, and actions.

6) Planning Elements
At minimum, the plan shall include planning elements that cover: land use (including a Preferred Scenario Map and fiscal impact analysis, see below), environment and resource protection, economic development, housing, parks and public facilities, transportation, and intergovernmental cooperation. The consultant(s) is encouraged to include other applicable elements that are beneficial to the process. As part of the land use planning element, a Preferred Scenario Map (future land use map) and fiscal impact analysis that clearly describes the costs associated with the anticipated growth shall be developed.
As part of the development of the planning elements, emphasis shall be placed on recently approved plans that relate to such planning elements, such as the Parks and Open Space Master Plan, Housing Needs Assessment, Historic Resources Survey, Transportation Master Plan, etc. In addition, other ongoing planning efforts, such as the Workforce Housing Action Plan, Downtown Architectural Design Standards, etc. shall be incorporated into the planning process.

7) Critical Area Plans
As part of the comprehensive planning process, the consultant(s), through a highly participative process, shall also identify critical areas within the community that will need a further planning focus due to the nature of their importance in the community and/or their relationship with other areas within the community. The consultant(s) will need to identify appropriately sized planning areas, study the character of the area, and provide recommendations for the future of each area. These plans may have an emphasis on keeping the stability of the area, or an emphasis on change. This will depend on the area and the vision and goals for the community.

The types of critical area plans shall include at minimum:

Neighborhood Plans - These plans are designed to look at existing neighborhoods and create a plan for their continued existence and preservation, and/or their emergence within the community. Special attention shall be placed on how to avoid adverse impacts from new development on existing residential

Corridor Plans - These plans are intended to look at corridors and what role they will play in the overall community. Corridors may provide a linkage link between neighborhood plans and/or center plans. While many of the corridors may be transportation related, others may include natural corridors, such as the rivers.

Center Plans - These plans are areas of significance or of great potential within the community. These plans will provide a special focus on center areas to ensure that they are complete, in that, they may provide a node or nodes of activity, a mix of opportunities for living, working, and recreating/entertaining.

Downtown Plan - This plan is intended to be an overall master plan for Downtown San Marcos. While it can also serve as a center plan, an enhanced focus shall be placed on the downtown to ensure its proper redevelopment and preservation. New or expanded historic districts should be identified as part of this portion of the planning process.

8) Implementation
The consultant(s) shall develop a list of strategies and implementation measures to accomplish the short, mid and long-term goals and objectives of the plan. The consultant(s) will be innovative and proactive in their approach to implementation, in order to ensure the highest chance for success. As part of this strategy, the consultant shall develop comprehensive decision-making packages. Comprehensive decision-making packages are a set or group of actions, that while done together, provide a greater degree of success than when actions are done individually. The implementation strategy shall also include a strategy for review and maintenance of the goals, objectives, and actions, as well as the overall comprehensive plan.

9) Presentations and Communications
The consultant(s) and City staff will present the final plan and implementation strategy to the Planning Commission and City Council along with other applicable committees as defined in the final scope of work. Additionally, the consultant will work with staff to communicate with project stakeholders throughout the process, and to present intermediate deliverables and related information.

10) Final Plans
A project management plan with milestones and timelines for the completion of various aspects of the project. A participation plan that includes objectives, activities, methods, roles, and timeframes. A coordinated implementation plan that includes roles, timeframes, and monetary solutions. A highly graphic and interactive complete comprehensive plan that can be easily disseminated and understood by the public, with addendum housing all of the technical data to be used by City staff for future planning efforts.

Staff anticipates the Comprehensive Planning process can be completed in around 18 months, following the award of a contract. The procurement process may take up to six months to get to a signed contract, which would equate to about 24 months in total. Timeliness of completion can be part of the review criteria for the selection of consultants.

Staff recommends approval of the draft scope for the request for proposals (RFP) relating to the comprehensive planning process.

Council would like to see some issues within the Land Development Code (LDC) addressed in regards to Neighborhood Districts (ND) and the Conditional Use Permit (CUP) on alcohol. Council also requested a prioritized
list of Phase II, and Phase III. Staff reviewed the Phase II timeline and informed Council this will be brought forward for a Public Hearing on April 21 with the 2nd Reading on May 5th.

Staff also stated that the Phase III list will be sent to Council by the end of the week.

There was discussion on the workforce housing action plan and having this included as part of the development of the planning elements. Staff asked for clarification and Council would like to receive Phase II and Phase III along with the workforce housing action plan. Staff informed Council this is incorporated within Phase II.

Critical Area Plans are not mutually exclusive and as planning continues these may overlap.

Council would like to have consultants that are familiar with San Marcos and this area. Staff will incorporate strategies through our professional organizations to locate consultants that have worked with cities similar to ours in relation to our growth pattern and University.

Downtown Architectural Standards was discussed and Mr. Ostrowski stated that direction was provided at a previous City Council work session to proceed with the Downtown Architectural Standards prior to the Comprehensive Plan update. A contract for these services will be considered at the City Council meeting this evening. Mr. Ostrowski provided background information and he provided that Winter and Company provided the scope of services, which include key topics, outreach levels, steps in the process and contract cost.

EXECUTIVE SESSION

2. Executive Session in accordance with the following Government Code Sections:
   A. Section § 551.074 - Personnel Matters: to discuss duties and responsibilities of the City Manager.
   B. Section § 551.071 - Consultation with Attorney: to receive a staff briefing and deliberation regarding Martindale ETJ Matters.
   C. Section § 551.071 - Consultation with Attorney: to receive advice from Legal Counsel on Kinder Morgan Pipeline.

A motion was made by Council Member Derrick, seconded by Deputy Mayor Pro Tem Rockymoore to enter into Executive Session at 4:33 p.m. The motion carried by the following vote:
III. Adjournment.

Mayor Hughson stated Executive Session concluded at 5:51 p.m.

A motion was made by Council Member Gonzales, seconded by Council Member Baker, to adjourn the work session meeting of the City Council at 5:53 p.m., Tuesday, January 21, 2020. The motion carried by the following vote:

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

Against: 0

Absent: 1 - Council Member Derrick

Tammy K. Cook, Interim City Clerk               Jane Hughson, Mayor
I. Call To Order

With a quorum present, the regular meeting of the San Marcos City Council was called to order by Mayor Hughson at 6:03 p.m. Tuesday, January 21, 2020 in the City Council Chambers, 630 E. Hopkins, San Marcos, Texas 78666.

II. Roll Call

Present: 7 - Council Member Melissa Derrick, Mayor Jane Hughson, Mayor Pro Tem Ed Mihalkanin, Council Member Joca Marquez, Deputy Mayor Pro Tem Mark Rockeymoore, Council Member Maxfield Baker and Council Member Saul Gonzales

III. Invocation

Pastor Dennis Spire, with Calvary Baptist Church, provided this evening's invocation.

IV. Pledges Of Allegiance - United States And Texas

Colt Miller, 4th grade student at San Marcos Preparatory School led the assembly in the pledges of allegiance.

V. 30 Minute Citizen Comment Period

Roland Saucedo, spoke as a member of the Complete Count Committee on the 2020 Census. At the last City Council meeting there was mention of transferring funds for this committee prior to the February 4th kickoff. He is awaiting a response and asked if this could be expedited. He stated that the Communication's Department has not placed anything on the website as of yet and they need this ASAP as they will be sending out letters and they would like the website listed. Mr. Lumbereras mentioned that he will get with Mr. Saucedo and let him know the steps regarding the funding. The money will be going towards the Complete Count Committee and Staff will work on the process of releasing the funds and managing the process. Mr. Lumbereras understands that this is an urgent issue and will work on it quickly.

Mary Beth Harper, spoke on item #15, noted she has attended many meetings on the annexation and zoning change for the SMART terminal that is on
Highway 80 and in a floodplain. San Marcos claims that this was in their ETJ but it's in Martindale ETJ. Now, fourteen months later an agreement has been worked on with Martindale officials and they are meeting tonight to finalize their part of the agreement. I hope Martindale agrees with what the City provided. She expressed her appreciation to the Mayor and Council Members for their time, effort and deliberations on the matter.

CONSENT AGENDA

A motion was made by Council Member Derrick, seconded by Council Member Gonzales to approve the consent agenda, with the exception of items #9 and #10 as they were pulled and considered separately. The motion carried by the following vote:

For: 7 - Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Council Member Marquez, Deputy Mayor Pro Tem Rockeymoore, Council Member Baker and Council Member Gonzales

Against: 0


2. Consider approval of Ordinance 2020-01, on the second of two readings, annexing into the City approximately 39.37 acres of land out of the Cyrus Wickson Survey, Abstract No. 474, Hays County, generally located at the western corner of South Old Bastrop Highway and Rattler Road; including procedural provisions; and providing an effective date.

3. Consider approval of Ordinance 2020-02, on the second of two readings, amending the Official Zoning Map of the City by rezoning approximately 29.4 acres out of the Cyrus Wickson Survey, Abstract No. 474, Hays County, generally located in the 3200 block of South Old Bastrop Highway, from “FD” Future Development District to “CD-3” Character District 3; and including procedural provisions.

4. Consider approval of Resolution 2020-08R, approving the award of a Construction Contract to M.A. Smith Contracting Co., Inc. for the Blanco River Waterline Bore Improvements Project in the total amount of $795,933.75; authorizing the City Manager or his designee to execute the appropriate documents related to the contract on behalf of the City; and declaring an effective date.

5. Consider approval of Resolution 2020-09R, approving a professional services agreement with Kimley-Horn and Associates, Inc. for preliminary engineering and field services for the Hopkins Street Improvements Project in the estimated amount of $388,096.53; authorizing the City Manager or his designee to execute the professional services agreement on behalf of the City; and declaring an effective date.

6. Consider approval of Resolution 2020-10R, approving a contract with Green Equipment Company, Inc. through the Interlocal Cooperative Agreement with the Houston Galveston Area Council of Governments for the purchase of Sewer Inspection Equipment in the
amount of $160,635; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.

7. Consider approval of Resolution 2020-11R, approving the replacement of a Crew Leader Truck to be purchased from Altec Industries, Inc. through the Sourcewell Cooperative for use by the San Marcos Electric Utility in the amount of $86,990; authorizing the City Manager or his designee to execute all appropriate documents to complete the purchase; and declaring an effective date.

8. Consider approval of Resolution 2020-12R, approving the purchase of a new bucket truck from Altec Industries, Inc. through the Sourcewell Cooperative for use by the Utility Metering Division of the San Marcos Electric Utility in the amount of $145,429; authorizing the City Manager or his designee to execute all appropriate documents to complete the purchase; and declaring an effective date.

9. Consider approval of Resolution 2020-13R, approving a professional services agreement with Winter & Company to update the architectural design standards for downtown San Marcos in the estimated amount of $68,160; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.

Shannon Mattingly, Director of Development Services provided an update on the report from Winter & Company from 2012. The staff worked on a comparison of what was incorporated and what was not. The comparison report will be sent out to Council, the Historic Preservation Commission and to the citizens that have requested the report.

A motion was made by Council Member Derrick, seconded by Mayor Pro Tem Mihalkanin, to approve Resolution 2020-13R. The motion carried by the following vote:

For: 7 - Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Council Member Marquez, Deputy Mayor Pro Tem Rockeymoore, Council Member Baker and Council Member Gonzales

Against: 0

10. Consider approval of Resolution 2020-14R, adopting Guiding Principles for the City’s 2020 Federal and State Legislative Action Program; and declaring an effective date.

MOTION TO POSTPONE: A motion was made by Mayor Pro Tem Mihalkanin, seconded by Council Member Baker, to postpone Resolution 2020-14R.

Council Member Baker asked that the following items be incorporated into the guiding principles:
Economic development
- Increase minimum wage through incremental growth
- Support incentives and initiatives for sustainable businesses

Revenue and Finance
- Support legislation that would have TXST University support Firefighters based on their usage

Mental health
- Support action and incentives for LEAD programs with State support

Education
- Support skilled labor and certification programs

Water resources and Environment
- Change promote to prioritize at the bottom of the paragraph

Transportation
- Change "Air, highway, pedestrian, etc." to "Multi-modal transportation"

Consensus from Council was to allow the Legislative Committee to meet and discuss these recommendations.

The motion to postpone carried by the following vote:

For: 7 - Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Council Member Marquez, Deputy Mayor Pro Tem Rockeymoore, Council Member Baker and Council Member Gonzales

Against: 0

NON-CONSENT AGENDA

11. Consider approval of Ordinance 2020-03, on the first of two readings, amending the Official Zoning Map of the City by rezoning approximately 4.96 acres out of the Cyrus Wickson Survey, Abstract No. 474, Hays County, generally located at the western corner of South Old Bastrop Highway and Rattler Road, from “FD” Future Development District to “CD-5” Character District 5; and including procedural provisions.

MAIN MOTION: a motion was made by Mayor Pro Tem Mihalkanin, second by Deputy Mayor Pro Tem Rockeymoore, to approve Ordinance 2020-03, on the first of two readings.

MOTION TO AMEND: a motion was made by Mayor Pro Tem Mihalkanin, seconded by Council Member Baker, to amend Ordinance 2020-03, by reducing the amount of the rezoning tract by adding an additional 15-foot
buffer. The motion carried by the following vote:

For: 7 - Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Council Member Marquez, Deputy Mayor Pro Tem Rockeymoore, Council Member Baker and Council Member Gonzales

Against: 0

MAIN MOTION: to approve Ordinance 2020-03, on the first of two readings, as amended. The motion carried by the following vote:

For: 7 - Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Council Member Marquez, Deputy Mayor Pro Tem Rockeymoore, Council Member Baker and Council Member Gonzales

Against: 0

12. Consider approval of Ordinance 2020-04, on the first of two readings, amending the City’s 2018-2019 Fiscal Year budget to allocate a total amount not to exceed $573,000 to increase the General Fund budget to $548,000 for economic development incentives and to increase the Resource Recovery Fund budget $25,000 for trash and recycling services; and providing an effective date.

Heather Hurlbert, Director of Finance, provided a brief presentation regarding an amendment due to revenues coming in higher than budgeted to the General Fund and Resource Recovery Fund budgets.

A motion was made by Council Member Derrick, seconded by Deputy Mayor Pro Tem Rockeymoore, to approve Ordinance 2020-04, on the first of two readings. The motion carried by the following vote:

For: 7 - Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Council Member Marquez, Deputy Mayor Pro Tem Rockeymoore, Council Member Baker and Council Member Gonzales

Against: 0

13. Consider approval of Resolution 2020-15R, approving an agreement for the provision of services in connection with the proposed owner requested annexation of approximately 56.923 acres of land generally located west of the intersection of Old Ranch Road 12 and Wonder World Drive; 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.

Shannon Mattingly, Director of Development Services, provided a brief presentation regarding a proposed owner requested annexation of approximately 56.923 acres of land generally located west of the intersection of Old Ranch Road 12 and Wonder World Drive.

A motion was made by Council Member Derrick, seconded by Mayor Pro Tem
Mihalkanin, to approve Resolution 2020-15R. The motion carried by the following vote:

For: 7 - Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Council Member Marquez, Deputy Mayor Pro Tem Rockeymoore, Council Member Baker and Council Member Gonzales
Against: 0

14. Consider approval of Resolution 2020-16R, approving the appointment of the Law Firm of Davidson Troilo Ream & Garza, PC as special counsel to advise the Ethics Review Commission as it considers Ethics Complaint No. 2019-2; and declaring an effective date.

Council member Marquez recused herself on this item and filed an affidavit with the City Clerk.

A motion was made by Council Member Derrick, seconded by Council Member Baker, to approve Resolution 2020-16R. 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
Recused: 1 - Council Member Marquez

15. Consider approval of Resolution 2020-17R, approving an agreement with the City of Martindale relating to the extra-territorial boundaries between the cities; authorizing the Mayor or City Manager to execute the agreement on behalf of the City; and declaring an effective date.

A motion was made by Council Member Derrick, seconded by Mayor Pro Tem Mihalkanin, to table Resolution 2020-17R until after executive session. The motion carried by the following vote:

For: 7 - Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Council Member Marquez, Deputy Mayor Pro Tem Rockeymoore, Council Member Baker and Council Member Gonzales
Against: 0

16. Hold discussion on non-discrimination policies within the City, including but not limited to, those with whom the City conducts business or solicits contracts, and provide direction to the City Manager.

Council member Baker will like to amend the City's non discrimination policy to include sexual orientation and gender identity as it applies to:
City of San Marcos health insurance
Private/public employment applies to City contracts/380 agreements
Housing
Public accommodations City of San Marcos public restrooms/gender neutral restrooms
School districts - contact the SMCISD school board members

After discussion, Council directed staff to bring a recommendation forward within the next 30 days.

EXECUTIVE SESSION (If necessary)

17. Executive Session in accordance with the following Government Code Sections:
   A. Section § 551.074 - Personnel Matters: to discuss duties and responsibilities of the City Manager.
   B. Section § 551.071 - Consultation with Attorney: to receive a staff briefing and deliberation regarding Martindale ETJ Matters.
   C. Section § 551.071 - Consultation with Attorney: to receive advice from Legal Counsel on Kinder Morgan Pipeline.

A motion was made by Council Member Gonzales, seconded by Council Member Baker, to enter into Executive Session at 7:23 p.m. The motion carried by the following vote:

   For:  7 - Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Council Member Marquez, Deputy Mayor Pro Tem Rockeymoore, Council Member Baker and Council Member Gonzales

Against:  0

Council reconvened into Regular session at 8:01 p.m. from Executive Session.

A motion was made by Mayor Pro Tem Mihalkanin, seconded by Deputy Mayor Pro Tem Rockeymoore to remove item #15 (Resolution 2020-17R) from the table. The motion carried by the following vote:

   For:  7 - Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Council Member Marquez, Deputy Mayor Pro Tem Rockeymoore, Council Member Baker and Council Member Gonzales

Against:  0

A motion was made by Mayor Pro Tem Mihalkanin, seconded by Council Member Derrick, to postpone Resolution 2020-17R. The motion carried by the following vote:

   For:  7 - Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Council Member Marquez, Deputy Mayor Pro Tem Rockeymoore, Council Member Baker and Council Member Gonzales
18. Consider action, by motion, regarding the following Executive Session items held during
the Work Session and/or Regular Meeting:
A. Section § 551.074 - Personnel Matters: to discuss duties and responsibilities of the
City Manager
B. Section § 551.071 - Consultation with Attorney: to receive a staff briefing and
deliberation regarding Martindale ETJ Matters.
C. Section § 551.071 - Consultation with Attorney: to receive advice from Legal Counsel
on Kinder Morgan Pipeline.

The City Council completed Executive Session at 8:01 p.m.

Mayor Hughson stated the following regarding Executive Session items A, B,
and C:

A.) Direction was provided to Staff on Item A
B.) Item #15 Martindale ETJ is postpone
C.) Mayor Hughson made a motion to authorize the City of San Marcos to
join with other Central Texas public entities and private landowners to file a
suit in U.S. District Court regarding the process for issuing federal permits for
the Kinder Morgan Permain Highway pipeline and approving a not to exceed
budget of $25,000 for the City's participation.

For:  7 - Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Council
Member Marquez, Deputy Mayor Pro Tem Rockeymoore, Council Member Baker
and Council Member Gonzales

Against:  0

VI. Question and Answer Session with Press and Public.

None.

VII. Adjournment.

A motion was made by Deputy Mayor Pro Tem Rockeymoore, seconded by
Council Member Derrick, to adjourn the regular City Council Meeting at 8:11
p.m. The motion carried by the following vote:

For:  7 - Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Council
Member Marquez, Deputy Mayor Pro Tem Rockeymoore, Council Member Baker
and Council Member Gonzales

Against:  0
AGENDA CAPTION:
Consider approval of Ordinance 2020-04, on the second of two readings, amending the City’s 2018-2019 Fiscal Year budget to allocate a total amount not to exceed $573,000 from excess revenues collected for sales taxes and Resource Recovery customer services to increase the General Fund budget $548,000 for economic development incentives and to increase the Resource Recovery Fund budget $25,000 for trash and recycling services; and providing an effective date.

Meeting date: February 4, 2020

Department: Finance-Heather Hurlbert, Finance Director

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: 
Fiscal Note:

Prior Council Action:

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 - Funding and staffing to ensure quality public safety and community services
☐ Transportation - Choose an item.
Background Information:
As a part of end of year procedures, actual expense to budget variances by department and accounts are analyzed. Some of these variances are covered by savings from other line items within the department or with savings from another department. Some of the expense variances are directly related to a revenue component and require a budget amendment. For FY19 there are two budget line items that need to be amended.

The first is for the Best Buy economic development incentive. Revenues from the sales tax collections came in higher than budgeted and as a result the incentive owed to Best Buy was higher. The General Fund budget will be amended $548,000 from these excess revenues to increase the economic development incentives budget.

The second is for the trash and recycling service contracted services. Total customers served during FY19 was higher than budgeted and as a result there was higher revenue and higher cost of service. The Resource Recovery Fund budget will be amended $25,000 from these excess revenues to increase trash and recycling service contracted services budget.

This amendment and the departmental adjustments were presented to the Finance and Audit Committee on January 3, 2020. A complete analysis of budget savings and overages is included for reference.

Council Committee, Board/Commission Action:
N/A

Alternatives:

Recommendation:
Click or tap here to enter text.
ORDINANCE NO. 2020-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING THE CITY’S 2018-2019 FISCAL YEAR BUDGET TO ALLOCATE A TOTAL AMOUNT NOT TO EXCEED $573,000 FROM EXCESS REVENUES TO INCREASE THE GENERAL FUND BUDGET $548,000 FOR ECONOMIC DEVELOPMENT INCENTIVES AND TO INCREASE THE RESOURCE RECOVERY FUND BUDGET $25,000 FOR TRASH AND RECYCLING SERVICES; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

In accordance with Section 8.16 of the City Charter, the City Council declares that a public necessity exists that requires an amendment to the City’s 2018-2019 Fiscal Year Budget.

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

SECTION 1. The City Budget Ordinance for the 2018-2019 Fiscal Year is amended as set forth in the attached Exhibit A, to allocate a total amount not to exceed $573,000 to increase the General Fund budget $548,000 for economic development incentives and to increase the Resource Recovery Fund budget $25,000 for trash and recycling services.

SECTION 2. These revisions will be incorporated into the 2018-2019 Fiscal Year City Budget.

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 will take effect immediately after its passage, approval and adoption on second reading.


PASSED, APPROVED AND ADOPTED on second reading on February 4, 2020.

Jane Hughson
Mayor

Attest:        Approved:

Tammy K. Cook                         Michael J. Cosentino
## EXHIBIT A

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### Description

Adjust ED Incentive and Sales Tax Revenue for excess Best Buy collections
Adjust Garbage contract and Garbage Collection Revenue for excess customers
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<th>Original Budget</th>
<th>Operational Savings</th>
<th>Operational Overrun</th>
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<th>Justification</th>
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<td>Animal Services</td>
<td>$1,467,600</td>
<td></td>
<td>$32,000</td>
<td>Contracted Svts-Vet Medical Supplies Other</td>
<td>Costs incurred due to large scale animal seizure and testing, treatment, personal protective equipment, cleaning supplies and specific disinfectants due to outbreaks of Histoplasmosis, Panleukopenia, and Calicivirus, which are highly contagious.</td>
</tr>
<tr>
<td>City Clerk</td>
<td>$675,100</td>
<td>$56,000</td>
<td></td>
<td></td>
<td>退休员工养老金支出。长期雇员的养老金支出超过了预算，导致了84,000美元的人员薪资和福利支出的差异。</td>
</tr>
<tr>
<td>City Council</td>
<td>$335,400</td>
<td>$57,600</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Manager</td>
<td>$1,224,000</td>
<td></td>
<td>$95,000</td>
<td>Personnel</td>
<td>退休员工养老金支出。长期雇员的养老金支出超过了预算，导致了84,000美元的人员薪资和福利支出的差异。</td>
</tr>
<tr>
<td>Code Compliance</td>
<td>$852,000</td>
<td>$212,400</td>
<td></td>
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<tr>
<td>Communications</td>
<td>$517,500</td>
<td>$53,300</td>
<td></td>
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</tr>
<tr>
<td>Community Enhancement</td>
<td>$772,700</td>
<td>$103,400</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Community Svgs Admin</td>
<td>$910,000</td>
<td>$150,100</td>
<td></td>
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</tr>
<tr>
<td>Development Services</td>
<td>$2,541,000</td>
<td>$205,500</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Economic Development Incentive</td>
<td>$7,166,200</td>
<td>$548,000 Amendment</td>
<td>$330,680 Adjustment</td>
<td>Incentive Payments</td>
<td>亚马逊473,000元超预算，由于更高房产净值及更高销售税。Tanger and Epic Piping Payments $70K below budget。</td>
</tr>
<tr>
<td>Emergency Management</td>
<td>$337,500</td>
<td>$66,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineering/Real Estate</td>
<td>$2,428,000</td>
<td>$119,700</td>
<td></td>
<td>Personnel</td>
<td>需增加新人员的费用。因市场竞争。需增加新人员的费用。因市场竞争。</td>
</tr>
<tr>
<td>Facility and Ground Maintenance</td>
<td>$1,689,000</td>
<td>$229,400</td>
<td></td>
<td>Facility Repairs</td>
<td>继续进行设施维修。继续进行设施维修。</td>
</tr>
<tr>
<td>Finance</td>
<td>$1,998,500</td>
<td>$15,800</td>
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<tr>
<td>Fire</td>
<td>$10,363,000</td>
<td>$281,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fleet</td>
<td>$1,044,400</td>
<td>$131,000</td>
<td></td>
<td>Vehicle Repairs and Maintenance</td>
<td>消防和警队的车辆维修费，由于315K的总468K维修费用入账。</td>
</tr>
<tr>
<td>GIS</td>
<td>$260,000</td>
<td>$158,400</td>
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<tr>
<td>Human Resources</td>
<td>$1,284,000</td>
<td>$61,400</td>
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<tr>
<td>Information Technology</td>
<td>$2,110,000</td>
<td>$193,600</td>
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<td>Legal</td>
<td>$922,009</td>
<td>$93,000</td>
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<tr>
<td>Library</td>
<td>$1,830,000</td>
<td>$49,500</td>
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<td></td>
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<tr>
<td>Municipal Court</td>
<td>$902,000</td>
<td>$2,500</td>
<td></td>
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<tr>
<td>Neighborhood Enhancement</td>
<td>$434,700</td>
<td>$84,000</td>
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<tr>
<td>Outdoor Pool</td>
<td>$145,900</td>
<td>$59,000</td>
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<td></td>
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<tr>
<td>PARD</td>
<td>$3,515,100</td>
<td>$7,500</td>
<td>$109,000</td>
<td>Parks Maintenance</td>
<td>公园维护部门超支109K，通过节省割草和其他合同服务的节省。</td>
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<tr>
<td>Park Rangers</td>
<td>$475,600</td>
<td>$57,100</td>
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</tr>
<tr>
<td>Department/Division</td>
<td>Original Budget</td>
<td>Operational Savings</td>
<td>Operational Overrun</td>
<td>Area of Overrun</td>
<td>Justification</td>
</tr>
<tr>
<td>----------------------</td>
<td>-----------------</td>
<td>---------------------</td>
<td>---------------------</td>
<td>----------------</td>
<td>--------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Police</td>
<td>$16,772,000</td>
<td></td>
<td>$1,260,000</td>
<td>Personnel</td>
<td>Vacancies/cadets caused greatly increased overtime by officers to cover minimum staffing levels. Retirement payouts of long term employees totaled $343,000</td>
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<tr>
<td>Special Services</td>
<td>$11,273,640</td>
<td>$1,484,700</td>
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<tr>
<td>Transportation</td>
<td>$5,502,000</td>
<td>$210,000</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Transfer to Airport</td>
<td></td>
<td></td>
<td>$25,000</td>
<td></td>
<td>Transfer from GF to make fund whole due to actual revenue collections below budgeted collections</td>
</tr>
<tr>
<td>Total General Fund</td>
<td>$80,764,849</td>
<td>$3,783,200</td>
<td>$2,930,280</td>
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</tr>
<tr>
<td>Other Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Distribution</td>
<td></td>
<td></td>
<td>$132,000</td>
<td>Vehicle Repairs &amp; Supplies</td>
<td>Supplies for repairs and vehicle maintenance higher than budgeted</td>
</tr>
<tr>
<td>Resource Recovery</td>
<td></td>
<td>$25,000 Amendment</td>
<td></td>
<td>Garbage Contract</td>
<td>Increased contract cost due to higher than budgeted customer count. This is offset by revenue collected.</td>
</tr>
</tbody>
</table>
Budget Amendment
Approved by Ordinance No.

<table>
<thead>
<tr>
<th>Fund/Account</th>
<th>Account Name</th>
<th>Current Budget/Balance</th>
<th>Total Amendment</th>
<th>Amended Budget/Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>10001280.54435</td>
<td>Economic Development Incentive Payment</td>
<td>$7,166,216.00</td>
<td>$548,000.00</td>
<td>$7,714,216.00</td>
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<tr>
<td>10000000.40025</td>
<td>Sales Tax Revenue</td>
<td>$(35,719,111.00)</td>
<td>$(548,000.00)</td>
<td>$(36,267,111.00)</td>
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<tr>
<td>24006350.52285</td>
<td>Garbage Contract-Residential</td>
<td>$3,383,162.00</td>
<td>$25,000.00</td>
<td>$3,408,162.00</td>
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<tr>
<td>24000000.44455</td>
<td>Garbage Collection Revenue</td>
<td>$(2,969,223.00)</td>
<td>$(25,000.00)</td>
<td>$(2,994,223.00)</td>
</tr>
</tbody>
</table>

Description

Adjust ED Incentive and Sales Tax Revenue for excess Best Buy collections
Adjust Garbage contract and Garbage Collection Revenue for excess customers
AGENDA CAPTION:
Consider approval of Resolution 2020-18R, approving a professional services agreement with WestEast Design Group, LLC for architectural and engineering design services for Fire Station Six in the estimated amount of $306,388; authorizing the City Manager or his designee to execute the professional services agreement on behalf of the City; and declaring an effective date.

Meeting date: February 4, 2020

Department: Fire Department, Les Stephens, Fire Chief (by Lynda Williams, Purchasing Manager)

Amount & Source of Funding
Funds Required: $306,388.00
Account Number: G601.General.Design
Funds Available: $700,000
Account Name: 2017 Bond-Fire Station #6

Fiscal Note:
Prior Council Action: Voters approved the 2017 Bond Election which included the design and construction of the new fire station (Fire Station #6) in the Trace subdivision.

City Council Strategic Initiative: [Please select from the dropdown menu below]
City Facilities
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 May 6, 2017, the citizens of San Marcos approved a bond referendum that included $4.5M for the design and construction of the new Fire Station 6 at Trace. The proposed plan for Fire Station 6 included an additional $2M from Trace to purchase the required fire apparatus and assist with the design and construction of the station. The development of the new fire station will provide greater support and service to the southeast area of the City.

WestEast Design Group, LLC (WestEast) is currently working on the Design-Build Team as the architect of record for the new Fire Station 2 at La Cima. WestEast has coordinated with City Staff and Jacobs Project Management Company (Jacobs), the City’s Bond Program Manager, to redesign the City’s prototype fire station to incorporate lessons learned from Fire Station 4 and align with the new site location and project budget. WestEast is nearing design completion of Fire Station 2 and is positioned to begin with design and site adaptation for Fire Station 6.

Due to WestEast’s current work on the City’s prototype fire station design, they are the most highly qualified to provide design services for Fire Station 6. On November 6, 2019, the City Council held a work session to receive a briefing on the status of Fire Station 6 and was advised by city management that staff would be negotiating with WestEast for design and site adaptation services. Based on research and evaluation of the current market conditions, and fee negotiations with WestEast, we believe that the final negotiated fee is fair and reasonable and aligns with the project budget for the new Fire Station 6.

The construction is anticipated for late summer or early fall 2020.

Council Committee, Board/Commission Action:
Click or tap here to enter text.
Recommendation:
City Staff recommends the award of a professional services agreement with WestEast Design Group, LLC in the amount of $306,388.00 for architectural and engineering design services in connection with the new Fire Station 6 at Trace.
RESOLUTION NO. 2020-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WESTEAST DESIGN GROUP, LLC FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR FIRE STATION SIX IN THE ESTIMATED AMOUNT OF $306,388; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE PROFESSIONAL SERVICES 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 professional service agreement between the City and WestEast Design Group LLC for architectural and engineering design services for Fire Station 6 in the estimated amount of $306,388 is approved.

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

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 “A”

INSTRUCTIONS TO ARCHITECT

Basic Services consist of the phases described in the Agreement and as further described herein. Basic services shall include the normal services of the Architect and normal complementary or supplementary services of his Consultants. Review Documents of each phase shall be submitted to the Project Manager for their review. Architect shall not proceed to any subsequent phases until the requisite written comments are received and until authorized by the Project Manager in writing to so proceed.

1.0 TECHNOLOGY PLATFORMS

1.1 AutodDesk 2D CAD

The Architect should utilize CAD for this project. The following rules apply:

1. Software – Autodesk® AutoCAD® software

1.2 Prolog Converge

Project Manager will implement Prolog Converge as the primary tool of the Project Management Control System (PMCS). The intent is to improve project work efforts by promoting timely and efficient communications and to reduce the number of paper documents. Architect will be required to utilize Prolog Converge for the following document types:

   a) Requests for Information (RFIs)
   b) Submittals
   c) Transmittals
   d) Applications for Payment
   e) Field Reports
   f) Other document types as assigned by Project Manager

Project Manager will provide Architect access to Prolog Converge at no cost.

1.3 Microsoft SharePoint

Project Manager will implement a Microsoft SharePoint environment as the primary document server as part of the PMCS. Architect will be required to upload and maintain documents within this environment, which will include the following document types:

   a) Meeting Minutes
   b) Photographs
   c) Drawings
   d) Supplemental Sketches
   e) Schedules
   f) Specifications
   g) Other document types as assigned by Project Manager

Project Manager will provide Architect access to the Microsoft SharePoint environment at no cost.

1.4 BlueBeam Revu

To standardize the document review process, ARCHITECT will be required to utilize BlueBeam Revu as the document design review platform for preparing and addressing all design review comments. ARCHITECT will submit design documents for review in BlueBeam Revu-compatible format and respond to comments within the BlueBeam Revu platform. ARCHITECT will need to purchase licenses for the use of this commercial product.

2.0 ASSESSMENT / PLANNING PHASE

2.1 General

The completed Assessment Report (Design Program, Site Analysis, Budget Analysis, Design Schedule, and Consultant Reports) shall be submitted to the Project Manager for review and thereafter only the Owner shall have the authority to alter the Program Document; any such change shall be in writing.
2.2 **Design Program**  
The Architect shall utilize Fire Station No.2’s new program and adjacencies as its own.

2.3 **Site Analysis**  
The Architect shall conduct a Site Analysis to determine any issues regarding the existing site. The Site Analysis shall consider and report on the following site characteristics:

- a) Zoning
- b) Drainage
- c) Sewer
- d) Traffic
- e) Soils
- f) Flood Elevation / Flood Plain
- g) Potable Water Capacities (pressure tests)
- h) Fire Protection Capacities (pressure tests)
- i) Power
- j) Gas
- k) Telephone
- l) Cable Television

Each site characteristic shall be identified and analyzed to determine its ability to support the proposed project. Where an element is inadequate, a recommendation by the Architect to determine the impact to the project.

The Owner will provide all site surveys, testing, and bring all utilities to the site.

2.4 **Budget Analysis**  
Based on the final building design program and site analysis, the Architect shall determine whether the funds available for construction are realistic for the project. If the funds are not satisfactory, the Architect shall notify the Project Manager immediately, with justification of his/her position.

2.5 **Project Design Schedule**  
Based on the design program and the findings on the site analysis, the Architect shall update the project design schedule. The schedule shall include specific milestones for design submittals based on the design phases identified in the contract and Project Manager reviews.

2.6 **Specialty Consultants**

2.6.1 **Geotechnical Engineer**  
The Architect shall coordinate with the Owner provided Geotechnical Engineer the number, location and depth of the required geotechnical borings, and other information as necessary to provide a comprehensive geotechnical report as necessary for the Architect to design the Project. The completed geotechnical report shall be provided by the Owner.

2.6.2 **Site Survey**  
The Topographic, Utility, Tree and Boundary Survey shall be provided by the Owner. The Architect shall review the physical site characteristics as documented by the topographical survey and determine the design, cost and schedule impact to the project.

2.7 **Site Analysis Report**  
A PDF of the site analysis report shall be submitted to the Project Manager. The document shall include the following elements: Geotechnical, Topographic, Utility, Tree, Boundary Survey, and conceptual site layout.

3.0 **SCHEMATIC DESIGN PHASE**

3.1 **General**  
Based on the approval by the OWNER of the Site Analysis Report, the Architect shall prepare Schematic Design Documents. The schematic documents shall be in such format and detail as required by the Project Manager, consisting of drawings, specifications and other documents illustrating the general scope, scale, and relationship of the Project components for the review of the Project Manager.
3.2 Architectural Design/Documentation
Services during the Schematic Design Phase shall consist of the investigation and development of site concepts that respond to the program requirements, providing optimal utilization of the site. Environmentally responsible design approaches shall be considered. Include in the design documentation narrative:
   a) Site characteristics;
   b) Landscaping;
   c) Building orientation and interaction with site; and
   d) Structural foundation design.

3.3 Structural Design/Documentation
Services during the Schematic Design Phase shall consist of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for a structural system with a proposed grid layout.

3.4 Civil Design/Documentation
Services during the Schematic Design Phase shall consist of conceptual design solutions for:
   a) On-site utility systems
   b) Coordination with Off-site utilities work
   c) On-site Storm Water Drainage Systems
   d) Coordination with Off-site Storm Water Drainage Improvements
   e) Paving & Grading
   f) Vehicular Access to the site.

3.5 Mechanical Design/Documentation
Services during the Schematic Design Phase shall consist of conceptual design solutions for:
   a) Energy Source(s)
      - Envelope considerations and special loads
   b) Heating, Ventilation and Air-Conditioning
      - Outdoor and indoor design conditions;
      - Considerations for selection of HVAC system type(s);
      - Proposed cooling and heating systems descriptions;
      - Special Mechanical Systems
      - General Space Requirements for Mechanical Equipment
      - Building Automation System
      - Indoor air quality considerations
   c) Plumbing
      - Applicable codes and design standards;
      - Utility services – water, sanitary, storm, gas, fire water; Domestic hot water system;
      - Building plumbing needs,
        - system descriptions
        - materials
        - fixture types
      - Irrigation needs and system descriptions
      - Energy efficiency features of design
      - Water conservation features of design
   d) Fire Protection. Flow tests on projects containing sprinkler installations shall be performed during the schematic design phase of projects to ensure that adequate water pressure and flow quantities are available for all buildings included in the project. The Owner will provide the flow tests.
   e) Applicable codes and design standards
   f) Zoning considerations

3.6 Electrical Design/Documentation
Narrative describing recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for:
   a) Power Service and Distribution
- Applicable codes and design standards
- Electric utility service
- Energy efficiency features of design
- Electrical power distribution system

b) Lighting (types of fixtures, illumination levels, color temperature, CRF, CRI, etc.)
   - Interior lighting systems
     - illumination levels
     - light sources
     - controls
     - egress lighting
     - power density calculations
     - daylighting
   - Exterior lighting systems
     - illumination levels
     - light sources
     - controls
     - power density calculations

c) Any required Special Systems such as CATV/CCTV Distribution, Fire Alarm, Intercom/Paging, Lightning
   Protection, Security, Telecommunications Distribution

d) Electrical Equipment Room Space, Quantity, Location, and Environment Allocations for all of the above

e) Outline Plans and Specifications that include the items in this list

3.7 Specifications
The Architect shall prepare outline specifications (at a table of contents level) in CSI MasterFormat 2016 edition format
to adequately describe the building design and selection of building systems and materials.

3.8 Detailed Code Analysis
The Architect shall prepare a detailed code analysis of the proposed building based on the applicable codes. The project
will be permitted in the local municipality having jurisdiction or the county and will be subject to all current applicable
codes and ordinances including the Fire Marshal’s Office and Texas Department of State Health Services.

3.9 Preliminary Estimate of Construction Cost
The ARCHITECT shall submit to the Project Manager a Preliminary Estimate of Construction Cost.

3.10 Project Time Schedule
Based on the schematic design, the Architect shall update the project design schedule. The schedule shall include updates
to specific milestones for design submittals based on the design phases identified in the contract and Project Manager
reviews.

3.11 Sustainable Design
The Architect shall incorporate sustainable or green building design concepts into the project when feasible.

3.12 NOT USED

3.13 Submittals
1. Drawings
   i. Overall Site Plan
   ii. Floor Plans
   iii. Exterior Elevations
   iv. Preliminary Building and Wall Sections
2. Outline Specifications
3. Structural Design Concepts
4. Mechanical Design Concepts
5. Electrical Design Concepts
6. Civil Design Concepts
7. Project Design Timeline

4.0 DESIGN DEVELOPMENT PHASE

4.1 General
Based on the approved Schematic Design Documents, the Architect shall prepare for review by the Project Manager, the following documents, all sufficiently complete and clear to define the quantity and quality of the work. Design documents shall be submitted to the local and state authorities having jurisdiction for preliminary review.

4.2 Not Used

4.3 Specifications
The Architect shall prepare specifications, first-pass edit, in CSI 2016 MasterFormat edition format for all equipment and special systems for review and approval by the Project Manager.

4.4 Submittals
1. Specifications for all equipment and special systems.
2. Drawings:
   
   **Site Development (Civil and Landscaping) Drawings:**
   a) Site plan showing all aboveground development materials to be used:
      - Building location and configuration.
      - Existing and proposed contours and spot elevations (including finished floor elevations).
      - Site drainage systems channels, retention ponds or lakes.
      - Walks, drives, parking, retaining walls.
      - Curbs, channeled entrances, signals and signs.
      - Handicapped accessibility.
      - Preliminary site lighting layout and configuration with fixture schedule.
   b) Landscape plan:
      - Planting and areas to be irrigated.
      - Canopies, flowering shrubs, ground cover and street trees.
      - Show form, texture, color and height.
   c) Utility plan including off-site utilities or other infrastructure improvements required to obtain a permit for the building:
      - Site limits, "contract limit" boundaries and constraints.
      - Storm and sanitary sewers.
      - Building drainage systems.
      - Water lines - supply and treatment.
      - Fire lines - tanks, pumps, hydrants and connections.
      - Electrical service and distribution.
      - Gas service - meter and regulators.
   d) Utility Yard
      - Dumpster
      - Generator and transformer pads
      - Exterior storage
   e) Related sections or details as necessary to explain design and materials.
   f) Site details as required.

**Architectural**

a) Floor and Roof plans at 1/8" = 1'-0" (typically) and partial plans at 1/4" = 1'-0" for blow-up of specialty rooms, toilet rooms, stairs, kitchens, etc.:
   - Dimension structural bay system (column spacing).
• Critical plan dimensions - interior and exterior, including masonry openings for windows and curtain walls.
• In toilet areas, indicate proper amount of fixtures (per code and occupancy rate) and plumbing chases required for same.
• Use prevailing handicap requirements.
• Wall thickness, furring and chases.
• Doors, door swing, windows, interior glazing.
• Identification of spaces (rooms), door numbering system and finish schedule indicating floor, base, wall and ceiling finishes.
• Indication of built-in cabinets as part of the base contract.
• Show larger scale plans of special areas with furniture layouts and other fixed and moveable equipment typically used in the space illustrating interior circulation and operating clearances.
• Roof plan showing drains and roof slopes.
• Identification of fire rated walls.
• Fire exiting concept plan.
• Door schedule
  b) Exterior Elevations at 1/8" = 1'-0" (typically):
    • Indicate windows, doors, louvers.
    • Masonry expansion and control joints.
    • Canopies.
    • Exterior "skin" material, curtainwall pattern and all other visible material and equipment.
    • Indicate floor-to-floor dimensions and grade elevations where the building meets grade.
  c) Interior Elevations at 1/4" = 1'-0" (typically):
    • Interior elevations of special areas where fixed equipment, casework, millwork, mechanical and electrical devices need to be shown in elevation.
    • Indicate mounting height of casework or equipment where necessary.
    • Interior elevations of other key design features.
  d) Detailed design of special areas.
  e) Building transverse and longitudinal sections at 1/8" = 1'-0" showing:
    • Finish floor elevations, floor-to-floor heights.
    • Ceiling heights, major structural profile.
    • Partition locations and foundation profile.
  f) Reflected ceiling plans for high profile areas:
    • Show light fixtures and significant devices attached to the ceiling system that impact design and coordination.
    • Verify the adequacy of the ceiling plenum space to accommodate mechanical and electrical systems.
    • All ceiling fixtures shall be coordinated across all design disciplines whether in a reflected ceiling plan or otherwise noted
  g) Wall sections typical of the principal wall systems at large scale:
    • Indicate material composition of the wall.
    • Typical window unit within the wall.
    • Structural attachments.
    • Interior finishes, finish floor elevations.
    • Roof coping/parapet types.
    • Special wall/roof conditions at ladders.
    • Schematic sections of stair.
    • Other conditions where wall sections reveal special requirements.
  h) Custom Casework/Millwork Profiles
  i) Details
    • Typical exterior details.
    • Typical interior details.
- Miscellaneous details.

**Structural**
a) Foundation plan showing typical interior and perimeter foundation with preliminary sizes and reinforcing of:
   - Footings,
   - Walls,
   - Beams and grade beams.
b) Diagrammatic Framing plans for typical floor and roofs:
   - Typical member sizes shown or scheduled.
   - Typical and maximum interior, edge and corner columns sizes.
   - For concrete systems, reinforcing for each type of element.
   - For steel systems, provide average topping slab reinforcing.
c) Plans or details for the lateral load carrying system.
d) Location of in-floor electrical distribution systems.
e) Plans showing openings.
f) Show locations and widths of expansion joints.
g) Typical sections and details for connections and reinforcing.
h) Typical edge of slab details for cladding attachment.

**Mechanical (HVAC/Plumbing/Fire Protection)**
a) Piping system concept plans:
   - Mains and main branches.
   - Locations of risers.
   - Schematic system diagrams.
b) Ductwork system concept plans:
   - Supply, return and exhaust.
   - Mains and main branches.
   - Location of risers.
   - Schematic system diagrams.
c) Equipment room plans showing access to and removal space for system maintenance:
   - Preliminary equipment layouts.
   - Housekeeping pads' size and location.
   - Louver sizes and locations.
d) Catalog cuts:
   - Plumbing fixtures.
   - Grilles and diffusers.
e) Typical details:
   - Equipment installation.
   - Typical chases.
   - Standard room plans.
f) Preliminary equipment schedule:
   - Capacity, type and weight.
   - Electrical requirements.
g) Site related information on Site Development Plans.

**Electrical**
a) Power system concept plans:
   - Panel locations.
   - Main distribution plans.
   - Schematic system diagrams.
b) Lighting system concept plans:
   - Shown on reflected ceiling plans.
• Locations of special lighting controls.
• Preliminary light fixture schedule.

c) Special system concept plan diagrams (where applicable):
• Typical fire alarm system device locations.
• Typical communication system device locations.
• Typical electrical floor system device locations.
• Uninterruptable power system (UPS).

d) Equipment room plans:
• Preliminary equipment layouts.
• Preliminary housekeeping pads' size and location.
• Louver locations.

e) Catalog cuts:
• Light fixtures.
• Fire alarm device cuts.
• Special system device cuts.

f) Preliminary equipment schedule with capacity, size and weight.

g) Site related information on Site Development Plans.

**Interior Design**
a) Color palette of principal exterior and interior components.

**Graphics**
a) Signage requirements.
b) Any special graphics required.

**Specialty Systems**
Coordinate special systems with Fire Department Vendors for conduit locations.
a) Security.

### 5.0 CONSTRUCTION DOCUMENT PHASE

#### 5.1 General
Based on the approved Design Development Documents, the Architect shall prepare for review and approval by the Project Manager and other State and Local Regulatory Agencies as required by law, the following documents bearing the Architect’s seal and those of his consultants, all sufficiently complete to define the quantity and quality of the work to bid and build the Project. This phase will not be approved by the Project Manager without the Architect acquiring all required permit approvals.

#### 5.2 Drawings
Dimensioned plans, elevations, sections, details and/or schedules of all Architectural, civil, landscaping, structural, mechanical, electrical, and other equipment and interior design work required for a completely functional Project. Should include the following:

**Site Development (Civil and Landscaping) Drawings:**
a) Site Plan showing all aboveground development materials to be used:
• Building location and configuration.
• Existing and proposed contours and spot elevations (including finished floor elevations).
• Site drainage systems channels, retention ponds or lakes.
• Walks, drives, parking, retaining walls.
• Curbs, channeled entrances, signals and signs.
• Handicapped accessibility.
• Site lighting layout and configuration with fixture schedule.

b) Landscape plan:
Planting and areas to be irrigated.
Canopies, flowering shrubs, ground cover and trees.
Show form, texture, color and height.

c) Utility plan including off-site utilities or other infrastructure improvements required to permit the building to include the following where applicable:
- Site limits, "contract limit" boundaries and constraints.
- Storm and sanitary sewers.
- Building drainage systems.
- Water lines - supply and treatment.
- Fire lines - tanks, pumps, hydrants and connections.
- Electrical service and distribution.
- Gas service - meter and regulators.
- Steam lines - condensate return and tunnels.
- Cooling tower and/or condenser water lines.

d) Demolition plan and existing features to remain.

e) Amenities areas at larger scale (if applicable):
- Landscape, outdoor areas, etc.
- Outside congregating areas, etc.

f) Related sections or details as necessary to explain design and materials.

g) Site sections as required.

Architectural

a) Floor and Roof plans at 1/8" = 1'-0" (typically) and partial plans at 1/4" = 1'-0" for blow-up of special areas, toilet rooms, stairs, kitchens, etc.:
- Dimension structural bay system (column spacing) and grid.
- Plan dimensions - interior and exterior, including masonry openings for windows and curtain walls.
- In toilet areas, indicate proper amount of fixtures (per code and occupancy rate) and plumbing chases required for same.
- Use prevailing handicap requirements.
- Wall thickness, furring and chases.
- Doors and door swing with schedule indicating exterior or interior material, dimensions, types and hardware associated with door.
- Identification of spaces (rooms), door numbering system and finish schedule indicating floor, base, wall and ceiling finishes.
- Windows and interior glazing with schedules
- Indication of built-in furniture as part of the base contract.
- Show larger scale plans of special areas and other fixed and moveable equipment typically used illustrating interior circulation and operating clearances.
- Roof plan showing drains, ridges and valleys, and roof slopes using arrows to show drainage.
- Identification and details of fire rated walls, smoke barriers, and fire doors.
- Fire exiting plan.

b) Exterior Elevations at 1/8" = 1'-0" (typically):
- Indicate windows, doors, and louvers.
- Masonry expansion and control joints.
- Exterior "skin" material, curtainwall pattern and all other visible material and equipment.
- Indicate floor-to-floor dimensions and grade elevations where the building meets grade.

c) Interior Elevations at 1/4" = 1'-0" (typically):
- Interior elevations of special areas where fixed equipment, casework, millwork, mechanical and electrical devices need to be shown in elevation.
- Indicate mounting height of casework or equipment where necessary.
- Interior elevations of other key design features.
d) Detailed design of special areas.

e) Building transverse and longitudinal sections at appropriate scale showing:
   - Finish floor elevations, floor-to-floor heights.
   - Ceiling heights, major structural profile.
   - Partition locations and foundation profile.

f) Reflected ceiling plans for high profile areas:
   - Show light fixtures and significant devices attached to the ceiling system that impact design and coordination.
   - Verify the adequacy of the ceiling plenum space to accommodate mechanical and electrical systems.
   - All ceiling fixtures shall be coordinated across all design disciplines whether in a reflected ceiling plan or otherwise noted.


g) Wall sections typical of the principal wall systems at large scale:
   - Indicate material composition of the wall.
   - Typical window unit within the wall.
   - Structural attachments.
   - Interior finishes, finish floor elevations.
   - Roof coping/parapet types.
   - Special wall/roof conditions at skylights.
   - Interface of new and existing wall (if any).
   - Multi-story/atrium spaces.
   - Section of stair.
   - Other conditions where wall sections reveal special requirements.

h) Custom Casework/Millwork Profiles

i) Typical and Non-Typical Details
   - Exterior details.
   - Interior details.
   - Interface details between materials and levels.
   - Miscellaneous details.

Structural

a) Foundation plan showing interior and perimeter foundation with sizes and reinforcing of (as applicable):
   - Footings,
   - Piles,
   - Caissons,
   - Walls,
   - Beams and grade beams.

b) Framing plans for floor and roofs:
   - Member sizes shown or scheduled.
   - Interior, edge and corner columns sizes.
   - For concrete systems, reinforcing for each type of element.
   - For steel systems, provide topping slab reinforcing.

c) Plans or details for the lateral load carrying system

d) Plans showing openings.

e) Show locations and widths of construction and expansion joints.

f) Typical and non-typical sections and details for connections and reinforcing.

g) Edge of slab details for cladding attachment.

Mechanical (HVAC/Plumbing/Fire Protection)

a) Piping system plans:
   - Mains and main branches.
   - Locations of risers.
   - System diagrams.
b) Ductwork system plans:
   - Supply, return and exhaust.
   - Mains and main branches.
   - Location and details of risers.
   - System diagrams.

c) Equipment room plans showing access to and removal space for system maintenance:
   - Equipment layouts.
   - Housekeeping pads' size and location.
   - Louver sizes and locations.

d) Schedules for:
   - Plumbing fixtures.
   - Sprinkler heads.
   - Grilles and diffusers.

e) Typical details:
   - Equipment installation.
   - Typical chases.
   - Standard room plans.

f) Equipment schedule:
   - Capacity, type and weight.
   - Electrical requirements.

g) Site related information on Site Development Plans.

**Electrical**

a) Power system plans:
   - Panel locations.
   - Main distribution plans.
   - System diagrams.

b) Lighting system plans:
   - Shown on reflected ceiling plans.
   - Locations of special lighting controls.
   - Light fixture schedule.

c) Special system plans (where applicable):
   - Typical fire alarm system device locations.
   - Typical communication system device locations.
   - Typical electrical floor system device locations.
   - Uninterruptable power system (UPS) if applicable.

d) Equipment room plans:
   - Equipment layouts.
   - Housekeeping pads' size and location.
   - Louver locations.

e) Schedules:
   - Light fixtures.
   - Fire alarm devices
   - Special system devices.

f) Equipment schedule with capacity, size and weight.

g) Site related information on Site Development Plans.

**Interior Design**

a) Color palette of principal exterior and interior components.

b) Floor patterns, plans of significant spaces, as required by design

**Graphics**

a) Signage requirements, including location plans for typical floors, signage elevations, and schedules
b) Any special graphics required.

Special Systems
Coordinate special systems with Fire Department Vendors for conduit locations.
   a) Security.

5.3 Technical Specifications
Identification of the materials, processes or systems to be incorporated in the work, using the MasterFormat 2016 edition format of the Construction Specifications Institute.

5.4 Bidding and Construction Contract Forms
The Project Manager will furnish to the ARCHITECT policy requirements that the ARCHITECT must include in his Documents including the following: Advertisement for Bids, Instructions to Bidders, Bid Form, General Conditions, Supplementary General Conditions, Agreement between Owner and Construction Contractor, Performance and Payment Bond, Non-Collusion Affidavit, and other forms used by the Owner.

5.5 Preliminary Estimate of Construction Cost
The ARCHITECT shall submit to the Project Manager an updated Preliminary Estimate of Construction Cost based on the MasterFormat 2016 edition format of the Construction Specifications Institute with back-up material. If the ARCHITECT’s cost estimate is more than the funds budgeted, the project will not be advertised. ARCHITECT shall provide construction documents that meet the program/design intent, and that is within the funds budgeted.

5.6 Plan Review Pre-Conference
The Architect shall at least thirty (30) days prior to the completion of the construction documents arrange and attend a meeting with the City for the purpose of informing the city of the proposed construction projects and to receive direction regarding potential and or anticipated code compliance issues in the preparation of the plans and specification.

5.6.A Preliminary Plan Review
During the design phase of a project, the Architect shall respond to code issues raised by the applicable city department pertaining construction code compliance, traffic, driveway and parking lot layout, fire protection, landscaping, trees, historic preservation, drainage, storm water detention and floodplain, platting, zoning, utility extension or upgrades, and other such areas of the city’s authority and control.

5.6.B Conditional Building Permits
It is not acceptable for the Architect to request a Conditional or Limited Building permit from the city.

5.6.C Portable Buildings
A building permit shall be obtained from the City prior to moving and setting any portable building as required for the project. This work shall be included in the preliminary plan review.

5.7 Design Calculations
The ARCHITECT shall submit one bound copy of all design calculations on the Project. The Project Manager will not review or comment on the design calculations for engineering integrity. This shall be the sole responsibility of the ARCHITECT.

5.8 NOT USED

5.9 NOT USED

5.10 Furniture Layouts
The ARCHITECT shall include in the Construction Documents coordination layouts of the furniture to be provided by OWNER. OWNER will provide ARCHITECT with a listing of the furniture types intended to be standardized on the PROJECT.
5.11 Submittals

The Architect shall prepare and submit one color board for the owner’s use indicating the color selections/recommendations for all interior and exterior finishes.

6.0 BIDDING AND NEGOTIATION PHASE

6.1 General

Upon review of the Project Manager and approval of Local and State Permitting regulatory agencies, receipt of corrected and completed Construction Documents and approval of the latest Preliminary Estimate of Construction Cost, the Project Manager may advertise the Project for bids and shall be assisted by the ARCHITECT in obtaining and evaluating bids. No project will be advertised unless approval has been received from the authorities having jurisdiction.

6.2 Final Estimate of Construction Cost

The ARCHITECT shall submit to the Project Manager an updated Estimate of Construction Cost based on the 2016 MasterFormat edition of the Construction Specifications Institute with back-up material within thirty (30) days prior to the first date of advertisement for bids. The project will not be advertised if the ARCHITECT’s Estimate of Construction Cost exceeds the fixed Construction Cost Limitation unless approved in writing by the Project Manager.

6.3 Prior Approvals, Addenda, Pre-bid Conference, and Bid Opening

The ARCHITECT shall be responsible for evaluating prior approval requests for substitution of materials, products and equipment required by the applicable statutes and Owner Procedures.

The ARCHITECT shall prepare and issue all addenda, in accordance with the Contract Documents, as required to modify or clarify the Construction Documents. Items not included in the approved program and/or items previously rejected or not approved shall not be included in any addendum without Project Manager's approval.

All addenda will be issued with prior approval from the Project Manager.

The ARCHITECT shall conduct a pre-bid conference in accordance with the Contract Documents, coordinated through the Project Manager.

Unless waived by the Project Manager, the ARCHITECT shall be present for the opening of bids by the Project Manager and shall assist the Owner in tabulating the bids.

7.0 CONSTRUCTION ADMINISTRATION PHASE

7.1 General

The Architect shall provide administration of the Construction Contract as set forth in the Agreement and as described herein and in the Construction Documents. The Architect, as a representative of the Owner during the Construction Phase, shall advise and consult with the Owner through the Project Manager and communicate all instructions to the Construction Contractor in writing.

7.2 Testing

The Owner shall engage and pay for the services of an independent testing laboratory to perform inspection and tests of materials and construction as defined in the General Conditions, including Test and Balance services.

7.3 Notices, Reports & Meetings

7.3.1 Pre-Construction Conference
After the execution of the Construction Contract, the Project Manager will issue a Notice to Proceed to the Construction Contractor. The Project Manager will notify the Architect to arrange for and conduct a pre-construction conference.

7.3.2 Weekly Progress Meetings
The Architect shall instruct the Construction Contractor to establish and conduct a regular schedule of weekly progress meetings to be held on the job site each week throughout the construction period, and shall require attendance at the meetings by representatives of his principal Consultants. The Project Manager shall be notified of such meetings and will be represented. It shall be the principal purpose of these meetings, or conferences, to effect coordination, cooperation and assistance to facilitate and maintain the project schedule and complete the project per the contract. Architect will be responsible for recording and distributing the minutes from these meetings.

7.3.3 Monthly Progress Reports
The Architect shall prepare and submit to the Project Manager and Construction Contractor a monthly Status Report on the Project. The form of the Report shall be approved by the Project Manager. The Architect shall submit all field reports (for the month in progress) with this Monthly Progress Report. The Architect's Status Report shall be submitted to the Project Manager monthly along with the Construction Contractor's Certificate for Payment and Architect's Invoice for Professional Services.

7.4 Site Observations
The Architect and his principal consultants shall visit the project as often as necessary to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents. Such visits by the Architect shall not be less than once per week when the work is in progress. On the basis of the Architect's on-site observations, he shall endeavor to guard the Owner against defects and deficiencies in the Work of the Construction Contractors.

A written report of each visit by the Architect to the project shall be electronically transmitted to the Project Manager and Construction Contractor within forty-eight (48) hours after each visit.

The ARCHITECT shall give prompt written notice to the Project Manager if the Architect becomes aware of any fault, defect, error, omission or inconsistency in the project or in the Contract Documents.

7.5 Architect's Construction Administrator
The Architect agrees that his designated representatives on the construction project shall be qualified by training and experience to make decisions and interpretations of the Construction Documents and such interpretations shall be binding upon the Architect as if made by him. All such decisions shall be confirmed in writing immediately with copies to the Project Manager and Construction Contractor conditioned that such decisions and interpretations shall not modify adversely the requirements of the contract documents.

7.6 Certificates of Payment
Based on observations at the site and on the Construction Contractor's Applications for Payment, the Architect shall determine the amount owing to the Construction Contractor and shall issue to the Project Manager Certificates for Payment in such amounts. Applications for payment shall be reviewed on a monthly basis.

No Certificate of Payment shall be issued until a schedule of values has been submitted by the Construction Contractor, reviewed by the Architect, and approved by the Project Manager.

The Architect shall process Construction Contractor applications for payment within seven (7) calendar days from the time the certified application is received by the Architect from the Construction Contractor. The Architect shall submit the original signed copies to the Project Manager with copies to the Construction Contractor. If a certificate is held up or adjusted for any reason, written notice stating the reasons for the delay or adjustment must be given to the Construction Contractor and Project Manager within seven (7) calendar days. If a certificate is incorrect or has major adjustments, it shall be returned to the Construction Contractor immediately with a written explanation for the return.
It is the intent of the Project Manager that the certificates be thoroughly reviewed by the Architect prior to the weekly progress meeting subsequent the Construction Contractor’s submittal (pencil copy review) and adjusted accordingly at the meeting in order to expedite the payment process.

7.7 **Shop Drawings and Submittals**

The Architect shall promptly review, as to not cause delays, shop drawings, samples and other submissions of the Construction Contractor for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The Architect’s action in reviewing submittals shall be taken in accordance with Architect’s Schedule, the Project Schedule, and the approved submittal schedule or, in the absence of an approved submittal schedule, within fourteen (14) calendar days of receipt from Construction Contractor. In the event the time allotted to review a submittal is insufficient in the Architect’s professional judgment to permit adequate review, the Architect shall within three (3) days of receipt of the submittal make a written request to the Project Manager for additional review time.

The Architect shall maintain one complete set of approved shop drawings to be turned over to the Project Manager at the completion of the project.

The Architect shall submit for owner approval any changes to the final color selections submitted at the construction documents phase.

7.8 **Change Orders**

Only with the authorization of the Project Manager, shall the Architect prepare Change Orders. The Architect shall obtain from the Construction Contractor his estimate of cost and time changes in accordance with the Contract Documents for the Change Order, review and approve same, and submit it to the Project Manager for review before any changes are made in the Contract. No additional compensation shall be due the Architect for preparation of Change Orders.

7.9 **Construction Contractors Request for Information**

The Architect shall answer each properly-prepared / Construction Contractor generated Request for Information (RFI) within seven (7) calendar days after receiving it. The Architect shall copy all RFI’s (with responses) correspondence to the Project Manager. In the event a complete answer cannot be provided within the allotted time frame, a written acknowledgment shall be provided to the Project Manager and Construction Contractor. Include in the acknowledgment the anticipated answer time frame.

7.10 **Construction Closeout**

7.10.1 **Substantial and Final Completion**

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Contractor and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Contractor; and issue a Certificate of Final Completion and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

The Architect’s inspections shall be conducted with the Owner and Project Manager to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Contractor of Work to be completed or corrected. Inspections shall continue as necessary until a Certificate of Final Completion is issued and the entire Project is complete.

When the Work is found to be substantially complete, and again when the Work is found to have reached Final Completion, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Contractor, including the amount to be retained from the Contract Sum for final completion or correction of the Work.
The Architect shall forward to the Owner and Project Manager the following information to the extent received from the Construction Contractor: (1) consent of surety or sureties to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Contractor under the Contract Documents.

7.10.2 Close-out Documents
Architect shall receive, review and forward to the Project Manager guarantees, operation and maintenance manuals, keys and other close-out documents as required by the Contract Documents. Architect shall confirm all training required for the local staff for all systems and operations equipment. Architect shall obtain a written receipt for these and forward same to the Project Manager, together with copies of all guarantees and warranties.

After acceptance of the Project by the Owner, the Architect shall prepare and furnish to the Project Manager:

a) A Final Report in the format and containing information as required by the Project Manager,
b) One set of Record Drawings (As-Builts) prepared by the Architect in an archival format.
c) Electronic version of the Record Drawings in the latest Autodesk® format. The Record Drawings shall be prepared on the basis of information furnished by the Construction Contractor and the change orders and shall be reviewed with and approved by the Construction Contractor prior to submission. Provide a PDF set of documents also.
d) ARCHITECT shall inspect and approve completion of "punch-list" items remaining after acceptance and shall certify final payment to the Construction Contractor.

7.11 One-Year Correction Period Phase
Prior to the expiration of eleven (11) months from the date of Substantial Completion, the Architect shall, without additional compensation, inspect the Work and conduct a meeting with the Owner, Project Manager and Construction Contractor to review the facility operations and performance for the purpose of identifying defects, warranty issues, and proposed corrections and advising Owner in writing regarding the need for correction of the Work. The Architect shall be required to follow up on items to be corrected during the “one-year correction period” and shall arrange for and conduct inspections as per the Agreement. The Architect shall be required to inform the Project Manager and Construction Contractor of any items to be corrected and shall inspect the Project as required until the work is completed, without additional compensation.
EXHIBIT “B”  
BASIC SERVICES

The Architect shall provide for the Owner the following Basic Services in accordance with the terms and conditions of this Agreement:

- Structural Engineering Services
- Mechanical Engineering Services
- Civil Engineering Services
- Electrical Engineering Services
- Verification of As-Built Conditions
- Cost Estimating
- Furniture layouts (excludes actual procurement)
- Landscape design
- Architectural Interior Design
- On-site project representation / Construction Administration
- As-Designed Record drawings
- Post occupancy support and warranty phase services
- Coordination with Owner’s consultants
- Telecommunications / data design
- Security / Access Control Design
- Audio / Visual Design
- Basic Commissioning only as required by code; Include commissioning guidelines and specifications for testing.
- Exterior Envelope and Roofing Consultant as needed

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, limited as follows:

1. Fees paid for securing approval of authorities having jurisdiction over the Project;
2. Reproduction of documents for bidding as determined by the Owner, in excess of those required by Exhibit A, Instructions to Architect;
3. Courier services, handling and delivery;

Notwithstanding any provision to the contrary, services made necessary as a result of the Architect’s failure to timely provide accurate or complete information, approvals or clarifications, or to timely render a decision, shall be considered Basic Services.

1. **General** The Scope of Architect’s Basic Services described herein includes the services Architect will provide for the Project, which also includes those services reasonably inferable from the descriptions of services herein. The Architect represents and warrants to the Owner that the Scope of Architect’s Basic Services includes all the architectural, engineering and other design and consultation services that, in the opinion of the Architect, are necessary for the complete successful design of and design documentation for the Project without the necessity of providing any Additional Services. The Owner may, in addition to obtaining Additional Services, reduce the Scope of Architect’s services in Owner’s sole discretion, with a commensurate reduction in compensation and adjustment to the Architect’s Schedule. The Architect shall continue providing its services through final completion and acceptance of the Project by Owner and any commissioning or other services to be provided by or through the Architect and through any Additional Services, except to the extent such services are terminated by Owner.

2. **Building Assessment / Programming Phase Services**
   2.1. The Architect shall, with the involvement of its consultants, perform a site assessment. The Architect shall deliver a written report documenting those conditions as described in Exhibit A, Instructions to Architect.
   2.2. The Architect shall utilize the assessment report as the basis upon which to develop a space program and scope of work that meets the budget and schedule expectations of the Owner.

3. **Schematic Design Phase Services**
   3.1. Based on an approved Building Assessment and Programming Phase, the Architect shall prepare Schematic Design Documents for the Owner’s approval and the Project Manager’s review. The Schematic Design Documents shall
consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

3.2. Not less than two (2) weeks prior to the conclusion of the Schematic Design Phase, the Architect shall submit the updated Schematic Design Documents to the Owner and Project Manager. The Architect shall meet with the Project Manager to review the Schematic Design Documents.

3.3. Upon receipt of the Project Manager’s response to the Schematic Design Documents and the Architect's estimate of probable cost at the conclusion of the Schematic Design Phase, if in the Owner's and Project Manager’s evaluation, and based on the Project Manager's evaluation of the Architect's estimate of probable cost, the design meets the Owner's budget, schedule, and scope criteria, the Architect may request written approval to proceed to the next design phase. If the design does not meet the budget, schedule, and scope criteria, the Architect shall redesign elements of the Project, as Basic Services without additional compensation, to bring the Project back in compliance with the budget, schedule, and scope criteria. If Architect is unable to redesign the Project to satisfy the budget, schedule, and scope criteria, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's budget, schedule, or scope. Owner in consultation with the Project Manager shall consider Architect's recommendations, but shall decide, in its sole discretion, what adjustments to make. In no case shall the Architect proceed to the next design phase without the Prior written approval from the Owner.

4. Design Development Phase Services

4.1. Based on the Owner’s approval of the Schematic Design Documents, and on the Owner’s authorization of any adjustments in the Project requirements, the Architect shall prepare Design Development Documents for the Owner’s approval and Project Manager's review. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

4.2. Not less than two weeks prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and Project Manager. The Architect shall meet with them to review the Design Development Documents.

4.3. Upon receipt of the Design Development Documents by the Project Manager, the Architect may request written approval to proceed to the next design phase if the documents have met schedule and scope. In no case shall the Architect proceed to the next design phase without the Prior written approval from the Owner.

5. Construction Documents Phase Services

5.1. Based on the Owner’s approval of the Design Development Documents, and on the Owner’s authorization of any adjustments in the Project requirements, the Architect shall prepare Construction Documents for the Owner’s approval and Project Manager’s review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work.

5.2. The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project and comply with all Laws.

5.3. During the development of the Construction Documents, the Architect shall assist the Owner and Project Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms.
5.4. The Architect shall submit an interim review set of Construction Documents at the 50% stage. At least four (4) weeks prior to the conclusion of the Construction Documents Phase, the Architect shall submit the 95% Construction Documents to the Owner and Project Manager. The Architect shall meet with them to review the Construction Documents. The Architect shall submit the 100% Construction Documents at or prior to the conclusion of the Construction Documents Phase, addressing any design review comments or issues raised by the Owner and/or Project Manager during the review of the 95% Construction Documents set.

5.5. Upon receipt of the Project Manager’s response to the 50% Construction Documents and the Architect's estimate of probable cost at the conclusion of the 5% Construction Documents Phase, if in the Owner's and Project Manager’s evaluation, and based on the Project Manager's evaluation of the Architect's estimate of probable cost, the design meets the Owner's budget, schedule, and scope criteria, the Architect may request written approval to complete the Construction Documents Phase and proceed to the next phase. If the design does not meet the budget, schedule, and scope criteria, the Architect shall redesign elements of the Project, without additional compensation, to bring the Project back in compliance with the budget, schedule, and scope criteria. If Architect is unable to redesign the Project to satisfy the budget, schedule, and scope criteria, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's budget, schedule, or scope. Owner shall consider Architect's recommendations, but shall decide, in its discretion, what adjustments to make. In no case shall the Architect proceed to the next phase without prior written approval from the Owner.

6. Construction Phase Services

6.1. General
The Architect shall provide administration of the Contract between the Owner and the Construction Contractor as set forth below in the City’s General Conditions of the Contract.

6.2. The Architect’s responsibility to provide Construction Phase Services commences upon the occurrence of Owner’s issuance of a Notice to Proceed to the Construction Contractor. The Architect shall continue providing its services through final completion and acceptance of the Project by Owner and any commissioning or other services to be provided by or through the Architect and through any Additional Services, except to the extent such services are terminated by Owner.

6.3. The Architect shall advise and consult with the Owner and Project Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Contractor or of any other persons or entities performing portions of the Work, except to the extent of a Loss caused by the negligence negligent misrepresentation or breach of contract of the Architect.

7. Evaluations of the Work

7.1. The Architect shall visit the site at least once every 2 weeks and at all major milestones as stated by Project Manager, at intervals appropriate to the stage of construction to become familiar with the progress and quality of the portion of the Work completed, and to determine if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner and Project Manager reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and Project Manager (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

7.2. The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of
the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall of itself give rise to a duty or responsibility of the Architect to the Construction Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

7.3. The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Project Manager. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

7.4. Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings.

8. Term of Agreement

The term of this Agreement shall commence upon Notice to Proceed issued by the Owner and shall conclude upon Owner’s acceptance of Final Completion and once all required close-out and commissioning activities are complete. Architect shall exercise due diligence to maintain the Project Schedule shown in Exhibit 3, however, the term of this agreement shall be determined by the milestones stated herein.
Proposal

Fire Station No. 6
City of San Marcos

14 January 2020
Table of Contents

1.0 Introduction
2.0 Design Team
3.0 Scope Description
4.0 Design Fee
5.0 Design Schedule
6.0 Assumptions
7.0 Exclusions
1.0 Introduction
The City of San Marcos will be requiring a new fire station as part of their bond program. The station will be Fire Station No. 6 and will be located on Old Bastrop Highway in a 3.3938-acre site. As the City of San Marcos’ bond program manager, Jacobs requested a fee proposal to site adapt Fire Station No.2 into No.6’s site.

The following is WestEast Design Group’s proposal to meet the City’s value-added goal.

2.0 Design Team
WestEast Design Group, LLC
Architectural + Interiors
Mechanical, Electrical, + Plumbing
Alarming + Security
Cost Estimating

Mendez Engineering
Civil

Vickrey & Associates, Inc.
Landscape + Irrigation

JQ Engineering, LLP
Structural

Protection Development Incorporated
Fire Alarm + Suppression System

3.0 Scope Description
The design team will provide Architectural, MEP, Alarming + Security, Structural, Civil, Landscape, and Fire Protection Engineering Design services to develop Construction Documents and permit the documents.

The following are anticipated updates to the Fire Station No.2’s construction drawings and specifications.

Architectural | 50% Fee Reduction
1 Update all perimeter lugs, foundation, and associated sections to match the updated Civil elevations.
2 Coordinate the entry connection points for all utilities with engineers and utility companies.
3 Update site details to match new site layout.
4 Provide 2 cost estimates based on actual bids from Fire Station No.2.

MEP | 50% Fee Reduction
1 Update drawings to connect to all utilities.
2 Update drawings for all site items such as the location of the

Alarming + Security | 50% Fee Reduction
1 Update drawings for gate keypad readers and camera based on the updated site layout.

Structural | 30% Fee Reduction
1 Update the foundation and its associated details per the geotechnical report.

**Civil | 0% Fee Reduction**
1 Provide a new layout based on new site, geotechnical report, and utility locations.
2 Water detention pond for new fire station requirement; adjacent development is excluded.

**Landscape | 0% Fee Reduction**
1 Provide a new layout based on new site, geotechnical report, and utility locations.

**Fire Protection | 50% Fee Reduction**
1 Verify water flow test.
2 Size the fire water lines throughout the site.
3 Locate fire line and hydrant location.

**Permit + Construction Administration | 0% Fee Reduction**
The design team will permit the construction documents and will provide Construction Administration. Construction Administration will have someone attend construction meetings 2x per month for 10 months, RFI responses, submittal reviews, pay application recommendations, substantial completion letter, and 1 punch list by all disciplines + 1 final walk.

**4.0 Design Fee**
The scope of basic services + cost estimating will be provided based on a fixed fee of **Two Hundred Ninety-One Thousand Three Hundred Eighty-Eight Dollars and No Cents ($291,388.00)**. The breakdown below follows with options of the detention pond design.

<table>
<thead>
<tr>
<th>Fixed Fee Breakdown</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Services + Cost Estimating</td>
<td>$291,388.00</td>
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<tr>
<td><strong>Options</strong></td>
<td></td>
</tr>
<tr>
<td>Detention Pond for Fire Station</td>
<td>$8,500.00</td>
</tr>
<tr>
<td>Detention Pond for Fire Station Site + Trace (no offsite utilities)</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

**5.0 Design Schedules**
It is anticipated that the design phase will take three months before a signed and sealed set is submitted for permit.

**6.0 Assumptions**
1 All deliverables will be submitted electronically. All bid package printing will be done by the City of San Marcos.
2 A single package for the above listed scope of work will be provided; the package will not include any alternates.
3 Record drawings will be provided by the general contractor.
4 All permit and building fees will be waived by the City of San Marcos.
5 Services not included in this proposal, changes to the contract, or changes to the project scope can be provided as Additional Services.
6 The City of San Marcos will provide a site survey (including utilities, boundaries, topo, and trees), geotechnical survey, testing, and special inspections.
7 The City of San Marcos will provide the fire flow hydrant testing and calculations.
8 The City of San Marcos will provide the TDLR and RAS fees.
9 The City of San Marcos and the Fire Department will only review the Civil and Landscape drawings; all other drawings will match Fire Station No.2’s signed and sealed construction documents with the permit comment updates incorporated into them.

10 Deliverables will be limited to Civil and Landscape drawings and specifications.

11 Fire Station No.2 will not be mirrored.

12 The city of San Marcos will provide all front-end specifications.

13 A cost estimates will be provided at 2 different phases (SD + 50%CDs).

14 Colored exterior elevations may be provided for presentations.

7.0 Exclusions

1 Commissioning.
2 Life-cycle cost analysis.
3 Energy analysis.
4 Value engineering.
5 Environmental assessment.
6 Geological assessment and water pollution abatement plan
7 The design fee will need to be adjusted if new codes are adopted by the City of San Marcos. As an example, the new IECC might require additional insulation requiring the entire building to change its footprint.
8 Demolition of onsite structures.
9 Drainage canal design.
10 Change in Zoning.
11 Sustainability Options.
12 Exterior project renderings.
RESOLUTION NO. 2015-147R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING AN AGREEMENT WITH HIGHPOINTE TRACE, L.L.C. THAT ESTABLISHES TERMS AND CONDITIONS UNDER WHICH HIGHPOINTE TRACE, L.L.C., ITS SUCCESSORS OR ASSIGNS, SHALL DEDICATE LAND FOR AND PARTICIPATE IN THE COST OF DESIGN AND CONSTRUCTION OF A NEW FIRE STATION IN CONNECTION WITH THE TRACE PUBLIC IMPROVEMENT DISTRICT AND PLANNED DEVELOPMENT DISTRICT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The attached Agreement Regarding Fire Station with Highpointe Trace, L.L.C. is hereby approved.

PART 2. The City Manager is authorized to execute said Agreement on behalf of the City.

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

ADOPTED on October 20, 2015.

[Signature]
Daniel Guerrero
Mayor

Attest:

[Signature]
Jamie Lee Pettijohn
City Clerk
AGREEMENT REGARDING FIRE STATION

This Agreement Regarding Fire Station (the “Agreement”), is entered into effective as of the 3rd day of November 2015 (the “Effective Date”), by and between Highpointe Trace, LLC (including its successors and assigns, the “Owner”), and the City of San Marcos, Texas (the “City”).

RECITALS

WHEREAS, Owner is the owner of a 417.63 acre tract of land located in the city limits of the city of San Marcos more particularly described on Exhibit “A” attached hereto (the “Property”);

WHEREAS, Owner intends to develop a master planned mixed-use community on the Property containing a mix of residential and commercial uses to be known as “Trace” (the “Project”);

WHEREAS, on September 1, 2015, the City council passed Resolution No. 2015-116R, which included the statutory findings for creation of the Trace Public Improvement District (the “PID”). The PID will provide a mechanism to fund public improvements / infrastructure for the Project;

WHEREAS, the City has determined that in order to provide adequate fire service to the Project, a new Fire Station (herein so called) is required to be built on the Property and that the Project’s pro rata share of the projected cost of the Fire Station is $2,500,000 based on an initial estimated cost of $4,000,000, excluding land but including equipment (the “Owner Contribution”); and

WHEREAS, the parties now desire to enter into this Agreement to provide the terms under which Owner will provide the Owner’s Contribution;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the City and Owner agree as follows:

1. Conditions of Owner Contribution. Owner’s obligation to provide the Owner Contribution is contingent on the following:

   (a) The City shall have approved an Ordinance creating the Trace Planned Development District on the Property (the “PDD”).

   (b) The City shall have passed a Resolution creating the Trace PID and City and Owner shall have entered into that certain PID Finance Agreement providing for the terms under which the City has agreed to issue up to $19,500,000 of bonds under the PID.

   (c) The City shall have issued the “Major Public Improvement PID Bonds” pursuant to the terms of the PID Finance Agreement.
(d) The City shall have provided to Owner conceptual drawings and a site layout for the Fire Station.

(e) The City shall have provided cost estimates in form reasonably acceptable to Owner demonstrating that the cost of the Fire Station, excluding land but including equipment, will be at least $4,000,000.

(f) The City has certified to Owner in writing that (a) any funds or land provided by Owner as part of the Owner Contribution will be used only for the Fire Station, and (b) the Fire Station will be completed within 18 months after the City’s receipt of the cash contribution provided under Section 2(b)(ii) below.

2. **Owner’s Contribution.** Provided the conditions described in Section 1 above are met, Owner Contribution will be provided as follows:

   (a) **Land.** Owner will dedicate to the City a site that is no less than 3.0 acres, but not more than 3.3 acres, in the approximate location shown on Exhibit “B” and identified in the PDD, that is acceptable to the City Manager. The site shall be dedicated by a metes and bounds description on or before the date of the City’s issuance of the first “Major Public Improvement PID Bonds. The parties acknowledge that the deemed value of the site is $500,000.

   (b) **Funds.** Owner shall pay to the City $1,500,000 in cash as a contribution towards the design and construction of the Fire Station. Provided the conditions in Section 1 have been met, the funds shall be paid as follows:

      (i) $750,000 shall be paid within 2 years after the 1st certificate of occupancy has been issued for a single family residence in the Project, and

      (ii) $750,000 shall be paid within 4 years after the 1st certificate of occupancy has been issued for a single family residence.

   (c) **PID Proceeds.** Owner hereby agrees to set aside $500,000 from the Major Public Improvement PID Bonds as further provided in the PID Finance Agreement for design and construction of the Fire Station.

3. **Miscellaneous.**

   (a) **Time is of Essence.** Time is of the essence with respect to this Agreement.

   (b) **Attorneys’ Fees.** In the event that either party seeks enforcement of this Agreement in any legal or equitable proceeding, the prevailing party in such proceeding shall be entitled to recover from the other party all expenses attributable to such proceeding, including interest, court costs and attorneys’ fees.
(c) **Specific Performance.** Each party hereto acknowledges and agrees that the other parties hereto would be damaged irreparably if any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached. Accordingly, each party hereto agrees that the other parties hereto will be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and its terms and provisions, in addition to any other remedy to which they may be entitled, at law or in equity.

(d) **Entire Agreement.** This Agreement, the documents to be executed hereunder, and each Exhibit attached hereto and thereto constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to the subject matter hereof.

(e) **Amendments.** No supplement, amendment, alteration, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties hereto.

(f) **Severability.** The invalidity or unenforceability of any term or provision of this Agreement or any document to be executed hereunder in any situation or jurisdiction shall not affect the validity or enforceability of the other terms or provisions in this Agreement or any document to be executed hereunder or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction, and the remaining terms and provisions of this Agreement and each document to be executed hereunder shall remain in full force and effect.

(g) **Waiver.** No waiver of any of the provisions of this Agreement will be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing.

(h) **Captions.** The captions in this Agreement are for convenience only and may not be considered a part of or as affecting the construction or interpretation of any provision of this Agreement.

(i) **Binding Effect; Assignment.** Owner may, in its sole and absolute discretion, transfer or assign its rights or obligations under this Agreement from time to time to an affiliate (as defined in the PID Financing Agreement), without the consent of the City. Prior to the completion of the Major Public Improvements, (as defined in the PID Finance Agreement), however, Owner shall not transfer or assign its rights or obligations under this Agreement to a non-affiliated entity without the prior consent of the City. After the completion of the Major Public Improvements, the Owner may transfer or assign its rights or obligations under this Agreement to any party without the City’s consent. Owner
shall provide the City thirty (30) days prior written notice of any such assignment. Upon any assignment, Owner shall be fully released from any and all future obligations under this Agreement and shall have no liability for such obligations with respect to this Agreement.

(i) Any sale of the Property shall not be deemed an assignment of this Agreement unless the conveyance or transfer instrument effecting such sale expressly states that the sale assigns Owner's its rights under this Agreement.

(j) APPLICABLE LAW. THIS AGREEMENT, OTHER DOCUMENTS DELIVERED PURSUANT HERETO AND THE LEGAL RELATIONS BETWEEN THE PARTIES SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THE VALIDITY OF THE VARIOUS CONVEYANCES AFFECTING THE TITLE TO REAL PROPERTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED. THIS AGREEMENT IS PERFORMABLE IN AND VENUE SHALL LIE IN HAYS COUNTY, TEXAS TO THE EXCLUSION OF OTHER VENUES.

(k) Notices. Any notice, communication, request, instruction or other document required or permitted hereunder shall be given in writing by certified mail, return receipt requested, postage prepaid, or by overnight courier, prepaid telegram, or personal delivery to following address, unless written notice of an alternate address is delivered to the sending party prior to its dispatch of the notice or communication:

If to Owner: Highpointe Trace, LLC
Attn: Timothy D. England
2 Venture Suite 350
Irvine, California 92618
Facsimile: 949.472.0198

With a copy to: Metcalfe Wolff Stuart & Williams, LLP
Attn: Steven C. Metcalfe
221 W. 6th, Suite 1300
Austin, Texas 78701
Facsimile: 512.404.2244

If to the City: City of San Marcos
Attn: City Manager
630 E. Hopkins
San Marcos, Texas 78666
Facsimile: 855.759.2844
or to such other address of which, or such other person of whom, any party notifies the other for such purpose in accordance with this Section 3(k).

(i) Counterparts/Facsimile Signatures. This Agreement may be executed in counterpart originals, each of which shall be treated as a fully executed original hereof when all parties hereto have executed such a counterpart. A facsimile signature shall be treated as an original signature unless an original signature is required by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, Owner and the City, intending to legally bind themselves, have executed this Agreement Regarding Fire Station as of the date first written above.

OWNER:

HIGHPOINTE TRACE, LLC,
a California limited liability company

By: Highpointe Posey, L.P., a California limited partnership, Its Managing Member

By: Highpointe Investments, Inc.,
a California corporation, Its General Partner

By: Timothy D. England, SVP

By: ____________________________
Name: __________________________
Title: __________________________

CITY:

San Marcos, Texas,
a Texas Municipal corporation

By: ____________________________
Name: __________________________
Title: __________________________
EXHIBIT A
PROPERTY
File #: Res. 2020-19R, Version: 1

AGENDA CAPTION:
Consider approval of Resolution 2020-19R, approving a Change in Service to the agreement with The Brandt Companies, LLC., procured through the Texas Local Government Purchasing Cooperative BuyBoard Contract, for the rental and maintenance of boiler equipment at the San Marcos Police Department in the annual amount of $23,450 and authorizing two additional annual renewals for a total contract price of $97,850; authorizing the City Manager or his designee to execute all necessary documents on behalf of the City; and declaring an effective date.

Meeting date: February 4, 2020

Department: General Services - Lee Hitchcock, Director (By Lynda Williams, Purchasing Manager)

Amount & Source of Funding
Funds Required: $23,450.00 annually
Account Number: 10003180 52535
Funds Available: $280,000
Account Name: Facility Maintenance

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.
Background Information:
On October 23, 2018 the City awarded The Brandt Companies contract 219-050 for Boiler Rental for the Police Department through Texas Local Government Purchasing Cooperative Buyboard contract #558-18. The contract was for the total amount of $27,500 which included a one-time charge of $4,050.00 for delivery, installation and disconnection. The renewal amount of $23,450.00 for FY20 will bring the total of the contract over the $50,000 threshold.

The contract with The Brandt Companies will continue for two (2) annual renewal options for the annual amount of $23,450.00. The total amount of the contract for 4 years will be $97,850.00. The renewals may 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 renewal of contract 219-050 with The Brandt Companies in the amount of $23,450.00 annually.
EXHIBIT B
AUTHORIZATION OF CHANGE IN SERVICE

<table>
<thead>
<tr>
<th>CONTRACT NUMBER / CONTRACT NAME:</th>
<th>219-050 Boiler Rental for Police Department (Buyboard Cooperative Contract #558-18)</th>
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</thead>
<tbody>
<tr>
<td>CITY REPRESENTATIVE:</td>
<td>Thane Newman, Facilities</td>
</tr>
<tr>
<td>CONTRACTOR:</td>
<td>The Brandt Companies, LLC</td>
</tr>
<tr>
<td>CONTRACT EFFECTIVE DATE:</td>
<td>October 23, 2018</td>
</tr>
<tr>
<td>THIS AUTHORIZATION DATE:</td>
<td>10/23/19</td>
</tr>
<tr>
<td></td>
<td>AUTHORIZATION NO.: 1</td>
</tr>
</tbody>
</table>

DESCRIPTION OF WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES:

Pursuant to the terms of the contract the City of San Marcos chooses to extend this contract for one (1) year beginning October 22, 2019 through October 23, 2020 at the annual rental cost of $22,800 and $650 for Boiler preventative maintenance for a total of $23,450.00.

All remaining terms and conditions of the original contract will remain in full force and effect for the duration of this agreement. The Brandt Companies will maintain insurance for the duration of the renewal period in compliance with the requirements of the contract.

<table>
<thead>
<tr>
<th>Original Contract Amount:</th>
<th>27,500.00</th>
<th>Original Term (includes Delivery/Install)</th>
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<tr>
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<tr>
<td>This Increase/Decrease in Contract Amount:</td>
<td>23,450.00</td>
<td>Renew 1st term 10-22-19 to 10-23-20</td>
</tr>
<tr>
<td>Revised Contract Amount:</td>
<td>50,950.00</td>
<td></td>
</tr>
</tbody>
</table>

CONTRACTOR: The Brandt Companies, LLC

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>
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<tbody>
<tr>
<td># 10001280 52535</td>
<td>$23,450.00</td>
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02/21/17 Rev. 05/15/18 Page 1 of 1
RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A CHANGE IN SERVICE TO THE AGREEMENT WITH THE BRANDT COMPANIES, LLC., PROCURED THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD CONTRACT, FOR THE RENTAL AND MAINTENANCE OF BOILER EQUIPMENT AT THE SAN MARCOS POLICE DEPARTMENT IN THE ANNUAL AMOUNT OF $23,450.00 AND AUTHORIZING TWO ADDITIONAL ANNUAL RENEWALS FOR A TOTAL CONTRACT PRICE OF $97,850.00; 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 change in service to the agreement with The Brandt Companies, LLC., procured through the Texas Local Government Purchasing Cooperative BuyBoard contract, for the rental and maintenance of boiler equipment at the San Marcos Police Department in the annual amount of $23,450 is approved and two additional annual renewals are authorized for a total contract price of $142,520.24.

PART 2. The City Manager or his designee is authorized to execute the contract on behalf of the City and is further authorized to execute two one-year renewals of the agreement.

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
AGENDA CAPTION:
Consider approval of Resolution 2020-20R, approving a Change in Service to the agreement with TruGreen/Outdoor Home Services, procured through the Texas Local Government Purchasing Cooperative BuyBoard contract, for lawn services in the annual amount of $35,630.06 and authorizing three additional annual renewals for a total contract price of $142,520.24; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.

Meeting date: February 4, 2020

Department: Parks and Recreation - Drew Wells, Director (By Lynda Williams, Purchasing Manager)

Amount & Source of Funding
Funds Required: $35,630.06 annually
Account Number: 10003171 53025, 10003171 52585, 10002135 52230
Funds Available: $35,700
Account Name: Chemicals, Softball Fields, Professional Services

Fiscal Note:
Prior Council Action: None

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:
Service Contract 219-009 was awarded on October 18, 2018 for $32,356.00 to TRUGREEN Commercial through the Texas Local Government Purchasing Cooperative Buyboard contract #557-18. This request is to approve the renewal of this contract in the annual amount of $35,630.06 with the added services for Fire Station 4 and 5. This renewal brings the total of the contract over $50,000.

This contract will continue for three (3) annual renewal options for the estimated annual amount of $35,630.06. The total amount of the contract for 4 years will be $142,520.24. The renewals may be awarded administratively in the form of an Authorization of Change in Service.

Recommendation:
Approve renewal of contract 219-009 with TRUGREEN Commercial for Lawn Services in the amount of $35,630.06 with an estimated four (4) year contract total of $142,520.24.
EXHIBIT B
AUTHORIZATION OF CHANGE IN SERVICE

<table>
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<tr>
<th>CONTRACT NUMBER / CONTRACT NAME:</th>
<th>219-009 Lawn Services for Parks and Recreation (Buyboard Contract 557-18)</th>
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<tbody>
<tr>
<td>CITY REPRESENTATIVE:</td>
<td>Thane Newman</td>
</tr>
<tr>
<td>CONTRACTOR:</td>
<td>Trugreen/Outdoor Home Services</td>
</tr>
<tr>
<td>CONTRACT EFFECTIVE DATE:</td>
<td>October 18, 2019</td>
</tr>
<tr>
<td>THIS AUTHORIZATION DATE:</td>
<td></td>
</tr>
<tr>
<td>AUTHORIZATION NO.:</td>
<td>3</td>
</tr>
</tbody>
</table>

DESCRIPTION OF WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES:
Renew Lawn services through February 28, 2021 in the annual amount of $32,356.00 and add services for Fire Station 4 ($937.00) and Station 5 ($2,337.06) for new annual total of $35,630.06.
The Contractor will maintain insurance for the duration of the renewal period in compliance with the requirements of the original contract. All remaining terms and conditions of the original contract will remain in full force and effect for the duration of this agreement.

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<tr>
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<th>Original Contract amount 10-18-18 to 10-17-19</th>
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<td>35,630.06</td>
<td>Renewal 03-01-20 through 02-28-21</td>
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<tr>
<td>Revised Contract Amount:</td>
<td>84,164.06</td>
<td></td>
</tr>
</tbody>
</table>

CONTRACTOR: TRUGREEN

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>
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<td>12/31/19</td>
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RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A CHANGE IN SERVICE TO THE AGREEMENT WITH TRUGREEN/OUTDOOR HOME SERVICES, PROCURED THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD CONTRACT, FOR LAWN SERVICES IN THE ANNUAL AMOUNT OF $35,630.06 AND AUTHORIZING THREE ADDITIONAL ANNUAL RENEWALS FOR A TOTAL CONTRACT PRICE OF $142,520.24; 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 change in service to the agreement with Trugreen/Outdoor Home Services, procured through the Texas Local Government Purchasing Cooperative Buyboard contract, for lawn services in the annual amount of $35,630.06 is approved and three additional annual renewals are authorized for a total contract price of $142,520.24.

PART 2. The City Manager or his designee is authorized to execute the contract on behalf of the City and is further authorized to execute three one-year renewals of the agreement.

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
AGENDA CAPTION:
Consider approval of Resolution 2020-21R, approving a second amendment to the Amended and Restated Interconnection Agreement with the LCRA Transmission Services Corporation (“LCRA TSC”) to, among other things, add the new 138kv Rattler Substation to facilities operated under the agreement; and declaring an effective date.

Meeting date: February 4, 2020

Department: Public Services - Electric Utility

Amount & Source of Funding
Funds Required: $0
Account Number: N/A
Funds Available: N/A
Account Name: N/A

Fiscal Note:
Prior Council Action: Res 2009-039R approving the original Interconnection Agreement with LCRA; Res 2016-177R approving the Amended and Restated Interconnection Agreement with LCRA TSC to, in part, clarify the transmission and distribution functions of the parties and Bill of Sale to transfer certain transmission infrastructure at the Hilltop and Ranch Road 12 Substation to LCRA TSC; Res 2019-057R approving the Amended and Restated Interconnection Agreement with LCRA TSC, which included, in part, the addition of a mobile transformer tap at the Ranch Road 23 Substation adopted March 31, 2009, December 20, 2016, and April 2, 2019 respectively; and, Res 2019-05 amending the City’s FY19 fiscal budget to account for the construction of the Rattler Substation.

City Council Strategic Initiative: [Please select from the dropdown menu below]
N/A
Choose an item.
Choose an item.

Comprehensive Plan Element(s): [Please select the Plan element(s) and Goal # from dropdown menu below]
Resolution 2019-05R, passed January 29, 2019, authorized the expenditure of funds for the construction of the Rattler Substation. Rattler is a high voltage electrical substation currently under design that will be owned by San Marcos Electric Utility and will be jointly operated by SMEU and the Lower Colorado River Authority’s Transmission Service Corporation. This ARIA is required to maintain the accuracy of the SMEU and LCRA interconnection agreement and allow SMEU to distribute power from the new substation.

**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 Amended and Restated Interconnection Agreement with LCRA TSC.
RESOLUTION NO. 2020- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A SECOND AMENDMENT TO THE AMENDED AND RESTATED INTERCONNECTION AGREEMENT WITH THE LCRA TRANSMISSION SERVICES CORPORATION (“LCRA TSC”) TO, AMONG OTHER THINGS, ADD THE NEW 138KV RATTER SUBSTATION TO FACILITIES OPERATED UNDER 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 Second Amendment to Amended and Restated Interconnection Agreement with the LCRA Transmission Services Corporation is approved.

PART 2. The City Manager, or his designee, is authorized to execute said Second Amendment to Amended and Restated Interconnection Agreement.

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
SECOND AMENDMENT TO AMENDED AND
RESTATED INTERCONNECTION
AGREEMENT

This Second Amendment to the Amended and Restated Interconnection Agreement ("Second Amendment") is entered into this _____ day of ___________, 2020, by and between the City of San Marcos, Texas (San Marcos Electric Utility) ("SMEU") and LCRA Transmission Services Corporation ("LCRA TSC"), referred to individually as "Party" and collectively as "Parties".

WHEREAS, LCRA TSC and SMEU entered into that certain Amended and Restated Interconnect Agreement executed as of January 17, 2017, as amended by that certain First Amendment to Amended and Restated Interconnection Agreement executed as of May 14, 2019 (collectively, as amended, the "Agreement"); and

WHEREAS, SMEU and LCRA TSC will install a new Rattler Substation where LCRA TSC will provide 138-kV transmission service to a new SMEU load-serving substation.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions herein set forth, the Parties agree to amend the Agreement as follows:

1. Exhibit “A” is deleted in its entirety, and the Exhibit “A” attached to this Second Amendment is added to the Agreement in lieu thereof.

2. Facility Schedule No. 8 (including the diagrams attached thereto) attached to this Second Amendment is hereby added to the Agreement.

Except as otherwise expressly provided for herein, the Agreement will continue in full force and effect in accordance with its terms.

----The remainder of this page has intentionally been left blank-------
IN WITNESS WHEREOF, the Parties have caused this Second Amendment between LCRA TSC and SMEU to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

CITY OF SAN MARCOS, TEXAS

By: _____________________________

Name: Bert Lumbreras

Title: City Manager, City of San Marcos, Texas

Date: _____________________________

LCRA TRANSMISSION SERVICES CORPORATION

By: _____________________________

Name: Sergio Garza, P.E.

Title: LCRA Vice President, Transmission Design and Protection

Date: _____________________________
## EXHIBIT A

<table>
<thead>
<tr>
<th>FACILITY SCHEDULE NO.</th>
<th>LOCATION OF POINT(S) OF INTERCONNECTION (# of Points)</th>
<th>INTERCONNECTION VOLTAGE (kV)</th>
<th>EFFECTIVE DATE OF INTERCONNECTION</th>
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<tr>
<td>1</td>
<td>Hilltop Substation (2)</td>
<td>138-kV</td>
<td>May 14, 2019</td>
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<tr>
<td>2</td>
<td>Strahan Substation (1)</td>
<td>12.5-kV</td>
<td>May 14, 2019</td>
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<tr>
<td>3</td>
<td>McCarty Lane Substation (6)</td>
<td>12.5-kV</td>
<td>May 26, 2009</td>
</tr>
<tr>
<td>4</td>
<td>Ranch Road 12 Substation (1)</td>
<td>138-kV</td>
<td>May 14, 2019</td>
</tr>
<tr>
<td>5</td>
<td>Redwood Substation (12)</td>
<td>2 @ 138-kV; 10 @ 12.5-kV</td>
<td>May 26, 2009</td>
</tr>
<tr>
<td>6</td>
<td>San Marcos Substation (4)</td>
<td>138-kV</td>
<td>Sept 26, 2014</td>
</tr>
<tr>
<td>7</td>
<td>Canyon Substation (4)</td>
<td>12.5-kV</td>
<td>May 26, 2009</td>
</tr>
<tr>
<td>8</td>
<td>Rattler Substation (1)</td>
<td>138-kV</td>
<td>Date of Amendment No. 2</td>
</tr>
</tbody>
</table>
FACILITY SCHEDULE NO. 8

1. **Name:** Rattler Substation

2. **Facility Location:** The Rattler Substation is located at TBD, San Marcos, Texas in Hays County. Rattler Substation is located at the following approximate coordinates: latitude: 29.83921; longitude: -97.96148.

3. **Point of Interconnection:** There is one (1) point of interconnection at Rattler Substation generally described as:

   3.1. where the SMEU jumper connects the LCRA TSC 138-kV ring bus to the SMEU 138-kV motor operated disconnect switch 35804. The Point of Interconnection (POI) serves the SMEU-owned power transformer (T1).

4. **Transformation Services Provided by LCRA TSC:** No

5. **Metering Services Provided by LCRA TSC:** Yes, per separate Wholesale Metering Service Agreement between the parties.

6. **Delivery Voltage:** 138-kV

7. **Metered Voltage and Location:** There is one (1) LCRA TSC-owned meter point at Rattler Substation generally described as:

   7.1. One (1) set of 12.5-kV metering accuracy current transformers located in the T1 low-side bushings. One (1) set of 12.5-kV metering accuracy potential transformers located on the 12.5-kV T1 operating bus.

8. **One Line Diagram Attached:** Yes

9. **Description of Facilities Owned by Each Party:**

   9.1. **SMEU owns:**
   
   9.1.1. The Rattler Substation property, ground grid, gravel, fencing and other appurtenances;
   
   9.1.2. One (1) 138-kV circuit breaker 35800 with associated foundation and protective relaying;
   
   9.1.3. One (1) 138-kV motor operated disconnect switch 35804;
   
   9.1.4. One (1) power transformers T1 with associated surge arresters, foundation, jumpers and protective relaying;
   
   9.1.5. All underground distribution circuits including pad mounted gear, conductors, and hardware;
   
   9.1.6. All distribution circuit breakers including protective relay packages;
   
   9.1.7. All distribution and total bays including switchgear building, insulators,
disconnect switches, surge arresters, 12.5-kV operating and transfer buses, bus potential transformer and associated cabling;

9.1.8. One (1) station service SS1

9.2 LCRA TSC owns:

9.2.1 The following transmission lines comprised of structures, conductors, insulators, OPGW, splice cans, and connecting hardware (“LCRA TSC Transmission Lines”):

9.2.1.1 138-kV Redwood to Rattler transmission line;
9.2.1.2 138-kV Rattler to McCarty Lane East transmission line;

9.2.2 138-kV ring bus including structures, bus supports, insulators, hardware, foundations and jumpers;

9.2.3 Six (6) 138-kV switches 35809, 35811, 35819, 35821, 35829, 35831;

9.2.4 Three (3) 138-kV circuit breakers 35810, 35820, 35830 including jumpers, foundations, and protective relay packages;

9.2.5 Two (2) 138-kV coupling capacitor voltage transformers CCVT1 and CCVT2;

9.2.6 Two (2) power voltage transformer PVT1, PVT2;

9.2.7 Two (2) 138-kV surge arresters SA1, SA2;

9.2.8 138-kV bus differential & breaker failure relaying schemes;

9.2.9 One (1) control house (21’ X 27’) with battery bank, battery charger, and appurtenances;

9.2.10 One (1) interconnect junction box.

10. Operational Responsibilities of Each Party: Each Party will be responsible for the operation of the equipment it owns.

11. Maintenance Responsibilities of Each Party: Each Party will be fully responsible for the maintenance of the equipment it owns.

12. Other Terms and Conditions:

12.1. Metering

12.1.1. SMEU shall supply and provide metering current transformers from power transformer T1 for LCRA TSC metering.

12.1.2. SMEU shall supply and provide 12.5-kV bus potential transformer PT1 for LCRA TSC metering.

12.2. Relay and Control

12.2.1. LCRA TSC will supply and install the interface junction box and will provide trenching, cable and conduits from its facilities to the interface junction box for wiring needed to interface the two systems. LCRA TSC will make wiring connections.

12.2.2. SMEU will provide trenching, cable and conduits from its facilities to the interface junction box for wiring needed to interface the two systems. LCRA TSC will make wiring connections.

12.2.3. LCRA TSC will provide tripping and close inhibit contacts from its 138-kV bus differential & breaker failure relaying panel to SMEU’s circuit breaker 35800 relaying panel.
12.2.4. SMEU will provide breaker failure initiate contacts from its circuit breaker 35800 relaying panel to LCRA TSC’s 138-kV bus differential & breaker failure relaying panel.

12.2.5. SMEU will supply and allow LCRA TSC use of circuit breaker 35800 relaying bushing current transformer for its 138-kV bus differential relaying scheme.

12.2.6. LCRA TSC and SMEU shall design, provide, and coordinate their respective protection system equipment so that adjacent zones of protection overlap, in accordance with ERCOT Nodal Operating Guides.

12.3. Physical

12.3.1. SMEU and LCRA TSC are to share access to the substation by LCRA TSC locks in the gate.

12.3.2. LCRA TSC will share access to the LCRA TSC control house. Access is obtained by calling LCRA TSC’s System Operations Control Center using the intercom at the door of the control house.

12.3.3. SMEU will design, construct, and own the ground grid. SMEU will coordinate the design and construction of the ground grid to allow LCRA TSC to make grounding connections to LCRA TSC equipment.

12.4. Real Estate

12.4.1. SMEU shall convey to LCRA TSC a perpetual and exclusive electric substation easement, in a form approved by LCRA TSC, for the real property underlying the LCRA TSC facilities in the Rattler Substation.

12.4.2. SMEU shall convey to LCRA TSC a perpetual access easement, in a form approved by LCRA TSC, to Rattler Substation that provides good and adequate rights of vehicular ingress and egress to and from a public road.

12.4.3. SMEU will convey two (2) perpetual transmission line easements in a form acceptable to LCRA TSC for the portion of real property underlying the LCRA TSC Transmission Lines.

12.4.4. LCRA TSC’s acquisition of the access, transmission line, and substation easements are subject to LCRA TSC’s review and acceptance of a field survey, legal documentation, title commitment and title insurance policy, to be acquired at SMEU’s expense on behalf of LCRA TSC, as well as archeological research and an environmental assessment conducted by LCRA TSC. In no event shall the access, transmission line, and substation easements be subject to any lien or any other encumbrance unacceptable to LCRA TSC. If LCRA TSC finds the access, transmission line, and substation easements to be acceptable, and subject to any required approval by the LCRA TSC Board, LCRA TSC will offer to pay the seller an amount for the associated easements equal to their market value as determined by LCRA TSC.

12.5. Site Development

12.5.1. SMEU will acquire the Rattler Substation site and perform or cause to be performed the site grading for the substation yard. LCRA TSC will review and approve the grading plan and reimburse SMEU for LCRA TSC’s proportionate share of the site grading costs.

12.5.2. SMEU shall design, construct, and maintain any required detention pond(s).

12.5.3. SMEU will acquire any necessary permits required for development of the Substation Site.
RESOLUTION NO. 2009- 39 R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING AN AGREEMENT WITH THE LOWER COLORADO RIVER AUTHORITY FOR INTERCONNECTION OF ELECTRIC DISTRIBUTION AND TRANSMISSION SYSTEMS; AUTHORIZING THE CITY MANAGER 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 Interconnection Agreement between the City of San Marcos, Texas and the Lower Colorado River Authority is hereby approved.

PART 2. The City manager or his designee is authorized to execute the agreement on behalf of the City of San Marcos.

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

ADOPTED on the 31st day of March, 2009.

Susan Narvaiz
Mayor

Attest:

Sherry Mashburn
City Clerk
INTERCONNECTION AGREEMENT

BETWEEN

SAN MARCOS ELECTRIC UTILITY

AND

LCRA TRANSMISSION SERVICES CORPORATION

DATED: 5/12/09
INTERCONNECTION AGREEMENT
BETWEEN
SAN MARCOS ELECTRIC UTILITY
AND
LCRA TRANSMISSION SERVICES CORPORATION

This Agreement is made and entered into this 12th day of May, 2008, by and between San Marcos Electric Utility ("City") and LCRA Transmission Services Corporation ("LCRA TSC") each sometimes hereinafter referred to individually as "Party" or both referred to collectively as "Parties".

WITNESSETH

WHEREAS, each Party is the owner and operator of transmission and/or distribution facilities and is engaged in the business of transmitting electric energy to the general public within the Electric Reliability Council of Texas; and

WHEREAS, the Parties desire to interconnect their respective transmission and/or distribution systems in the respects, and under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions herein set forth, the Parties agree as follows:

ARTICLE I – EFFECTIVE DATE AND TERM

1.1 This Agreement and any subsequent addendum to this Agreement shall become effective on the date of execution by both Parties. Unless otherwise mutually agreed, this Agreement shall remain in effect initially for a period of thirty (30) years from the effective date, and shall continue in effect thereafter for periods of five (5) years each unless canceled after such initial period or any subsequent period either by mutual agreement or by either Party upon at least thirty-six (36) months written notice to the other party.

ARTICLE II – OBJECTIVE AND SCOPE

2.1 It is the intent of the Parties, by this Agreement, to state the terms and conditions under which the Parties’ transmission and/or distribution systems will be interconnected and to identify the facilities and equipment provided by each Party at the Points of Interconnection between their systems.

2.2 This Agreement shall apply to the ownership, construction, operation, and maintenance of those facilities which are specifically identified and described in the Facility Schedules which are attached hereto and incorporated herein.
2.3 This Agreement, including all attached Facility Schedules, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof if not set forth or provided for herein. This Agreement replaces all other agreements and undertakings, oral and written, between the Parties with regard to the subject matter hereof. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein; such agreements are unaffected by this Agreement.

2.4 If the City also takes Transformation Service from LCRA TSC, the City shall execute a separate agreement for Transformation Service, which shall be attached hereto.

ARTICLE III – DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

3.1 Agreement shall mean this Agreement with all schedules and attachments applying hereto, including any schedules and attachments hereafter made and any amendments hereafter made.

3.2 ERCOT shall mean the Electric Reliability Council of Texas, Inc.

3.3 ERCOT Protocols shall mean the documents adopted by ERCOT, and approved by the PUCT, including any attachments or exhibits referenced in the ERCOT Protocols, as amended from time to time, that contain the scheduling, operating, planning, reliability, and settlement (including customer registration) policies, rules, guidelines, procedures, standards, and criteria of ERCOT.

3.4 ERCOT Transmission Operator shall mean the subset of transmission service providers or transmission and/or distribution service providers (TDSPs) that is charged with continuous communication (7 days per week and 24 hours per day basis) with ERCOT operations and carrying out dispatch instructions directly or on behalf of represented TDSPs and carrying out other functions as described in the ERCOT Protocols.

3.5 Facility Schedule(s) shall mean the addendum(s) to this Agreement that describe the agreement on ownership, control, operation, and maintenance responsibilities of the Parties at the Point(s) of Interconnection.

3.6 Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the
exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in
the region. Good Utility Practice may include, but not be limited to, conformance with the
applicable and consistently applied reliability criteria, standards and operating guides of ERCOT and
the NERC, or successor organization(s).

3.7 Independent System Operator shall mean the ERCOT Independent System Operator
as defined in the PUCT Substantive Rules.

3.8 NERC shall mean the North American Electric Reliability Corporation or its
successor in function.

3.9 NERC Reliability Standards shall mean the mandatory electric reliability standards
enforced by NERC.

3.10 Point(s) of Interconnection shall mean the points where the electrical systems of the
Parties are connected or may, by the closure of normally open switches, be connected.

3.11 PUCT shall mean the Public Utility Commission of Texas or its successor in function.

ARTICLE IV – ESTABLISHMENT AND TERMINATION
OF POINTS OF INTERCONNECTION

4.1 The Parties agree to comply with NERC Reliability Standards as they relate to the
interconnection of their facilities at the locations identified and described in the Facility Schedules
which are attached hereto and incorporated herein.

4.2 The Parties agree to interconnect their facilities at the locations, and in accordance
with the terms and conditions, specified in the attached Facility Schedule(s). All Points of
Interconnection shall be specified in Exhibit “A” and the Facility Schedule(s) attached hereto and
made a part hereof. The Facility Schedule(s) shall specify the responsibilities of the Parties with
respect to ownership, control, operation, and maintenance of the interconnection facilities.

4.3 Unless otherwise provided in a Facility Schedule, each Party shall, at each Point of
Interconnection, at its own risk and expense, design, install, or cause the design and installation of
the transmission or distribution facilities (including all apparatus and necessary protective devices)
on its side of the Point of Interconnection, so as to reasonably minimize the likelihood of voltage and
frequency abnormalities, originating in the system of one Party, from affecting or impairing the
system of the other Party, or other systems to which the system of such Party is interconnected. The
Parties agree that all Points of Interconnection will be established in conformance with operating
guidelines of ERCOT and the ERCOT Protocols, as the same may be amended hereafter. The Parties
agree to cause their systems to be constructed in accordance with specifications at least equal to
those provided by the National Electrical Safety Code, approved by the American National Standards
Institute, in effect at the time of construction. Except as otherwise provided in the Facility Schedules,
each Party will be responsible for the equipment and facilities it owns on its side of the Point of
Interconnection.
4.4 From time to time, a Point of Interconnection may be added, changed, modified, or deleted from this Agreement as mutually agreed by the Parties and/or as ordered by a regulatory authority having jurisdiction thereof. Any such change, addition, or deletion shall be recorded in Exhibit A and a Facility Schedule in such a way that the numbering of the other Facility Schedules is not changed.

4.5 Subject to regulatory approval, if required, unless mutually agreed, neither party shall have the right to disconnect from the other Party at any Point of Interconnection specified on Exhibit A and a Facility Schedule, originally attached to this Agreement or added subsequent to the execution of this Agreement, except for reason of a material violation of the terms of this Agreement, for which opportunity to correct such violation was given under Paragraph 15.1 of this Agreement and such violation was not corrected in accordance with said Paragraph 15.1.

4.6 For facilities not specified in the Facility Schedules, or if either Party makes equipment changes or additions to the equipment at a Point of Interconnection, which may affect the operation or performance of the other Party’s interconnection facilities, the Parties agree to notify the other Party, in writing, of such changes. Such changes shall be made in accordance with Good Utility Practice, ERCOT requirements, the National Electrical Safety Code, other applicable codes, and standards in effect at the time of construction, and coordinated between the Parties.

4.7 Each party agrees to provide current as-built drawings to the other Party of the facilities owned by that Party at each Point of Interconnection.

4.8 The Parties agree to coordinate and cooperate on assessments of the reliability impacts to the interconnected transmission system for new facilities requesting connection to their distribution or transmission facilities, in accordance with the NERC Reliability Standards.

4.9 The City is responsible for reporting annual load data information to ERCOT as required by the ERCOT Protocols and the Parties agree to coordinate and cooperate on submitting this report.

**ARTICLE V - OTHER SERVICES**

5.1 This Agreement is applicable only to the interconnection of the facilities of the Parties at the Points of Interconnection and does not obligate either Party to provide, or entitle either Party to receive, any service not expressly provided for herein. Each Party is responsible for making the arrangements necessary to receive any other service that either Party may desire from the other Party or any third party.

5.2 All transmission, transformation, distribution, metering, operations, and maintenance, engineering, billing or other miscellaneous services will be provided and charged under agreements separate from this Agreement.
5.3 Each Facility Schedule shall indicate whether transformation and/or metering services apply at each Point of Interconnection. Parties agree that the name and location of the Points of Interconnection in the Exhibit “A” and the Facilities Schedules attached to this Agreement, will be identical to the name used and the location of the corresponding facilities in the Transformation Service Agreement.

ARTICLE VI - SYSTEM OPERATION AND MAINTENANCE

6.1 Unless otherwise provided by the Facility Schedules, each Party shall, at each Point of Interconnection, at its own risk and expense, operate and maintain the facilities (including all apparatus and necessary protective devices) it owns or hereafter may own, so as to reasonably minimize the likelihood of voltage and frequency abnormalities, originating in the system of one Party, from affecting or impairing the system of the other Party, or other systems to which the Party is interconnected. The Parties agree that all Points of Interconnection will be operated and maintained in conformance with operating guidelines of ERCOT and the ERCOT Protocols, as the same may be amended hereafter.

6.2 Operational responsibility for facilities owned by one Party, but installed in another Party’s substation or transmission line will be identified in the Facility Schedule for that particular Point of Interconnection.

6.3 During the term of this Agreement, the Parties will, consistent with maintaining good operating practices, coordinate their operations to maintain continuity of services to their respective customers to the extent practicable. Planned facility maintenance by either Party that will cause a deviation from the normal power and energy flow at a Point of Interconnection will be scheduled at a mutually agreeable time. No changes will be made in the normal operation of a Point of Interconnection without the mutual agreement of the Parties. The Parties will, to the extent necessary to support continuity of operations, coordinate the operation of protective devices on the facilities they operate in the proximity of the Points of Interconnection which might reasonably be expected to affect the operation of facilities on the other Party’s system.

6.4 Each Party will provide the reactive requirements for its own system in accordance with the operating guides as established from time to time by ERCOT or its successor. Each Party will provide the reactive requirements for its own system so as not to impose a burden on the other system.

6.5 The City designates LCRA TSC to perform the functions of an “ERCOT Transmission Operator” on the City’s behalf as described in the ERCOT Protocols. As the ERCOT Transmission Operator acting on behalf of the City, LCRA TSC shall have full authority to perform any necessary load shedding, switching, and other transmission activities that are deemed necessary to reliably maintain the electric system.

6.6 The City shall ensure that its operators designated to carry out dispatch instructions from LCRA TSC are properly authorized and trained to comply with all reliability directives issued by LCRA TSC, including shedding firm load, unless such actions would violate
safety, equipment, regulatory or statutory requirements. Under these circumstances, the City’s operators shall immediately inform LCRA TSC of the inability to perform the directive so that LCRA TSC can implement alternate remedial actions.

6.7 During periods of emergency conditions declared by the ERCOT Independent System Operator, or its successor, or as necessary to restore customer service, either Party may operate equipment that is normally operated by the other Party, provided that authorization to do so must first be received from the Party that normally operates the equipment, such authorization not to be unreasonably withheld or delayed. It shall be considered reasonable for the Party that normally operates such equipment to deny such a request by the other Party if the withholding Party will provide such operation within the time frame called for in the circumstances. Such operations by the other Party will be at no cost to the owner or normal operator of the equipment.

6.8 Each Party will determine the operating limits of the facilities that it owns and make such limits known to the Party operating those facilities. The operating Party of those facilities will not exceed those limits without prior approval of the Party owning the facilities.

6.9 The City’s requirement for under-frequency relaying, as described in the ERCOT Protocols, is accomplished through its participation within the LCRA TSC under-frequency load shed (UFLS) program, however, each Party that owns UFLS equipment must individually comply with ERCOT requirements and NERC Reliability Standards pertaining to UFLS equipment ownership, including but not limited to relay testing and maintenance documentation.

ARTICLE VII - RIGHTS OF ACCESS, EQUIPMENT INSTALLATION, AND REMOVAL

7.1 Each Party shall permit duly authorized representatives and employees of the other Party to enter upon its premises for the purpose of inspecting, testing, repairing, renewing, or exchanging any or all of the equipment owned by such other Party that is located on such premises or for the purpose of performing any work necessary in the performance of this Agreement.

7.2 Each Party grants to the other Party permission to install, maintain, and/or operate, or cause to be installed, maintained, and/or operated, on its premises, the necessary equipment, apparatus, and devices required for the performance of this Agreement. Any such installation, maintenance, and operation to be performed, except in the case of emergencies, shall be performed only after a schedule of such activity has been submitted and agreed upon by the Parties.

7.3 Any and all equipment, apparatus, and devices placed or installed, or caused to be placed or installed by one Party on, or in, the premises of the other Party, shall be and remain the property of the Party owning and installing such equipment, apparatus, devices, or facilities, regardless of the mode and manner of annexation or attachment to real property. Upon the termination of any Point of Interconnection under this Agreement, the Party owning and installing such equipment, apparatus, devices, or facilities on the property of the other Party, shall 1) have the right to sell such equipment, apparatus, devices, or facilities to the other Party if the other Party
wishes to purchase such equipment, apparatus, devices, or facilities or 2) to enter the premises of the other Party and, within a reasonable time, remove such equipment, apparatus, devices, or facilities, at no cost to the owner of the premises. If, upon the termination of any Point of Interconnection under this Agreement, equipment of a Party that is installed on the premises of the other Party is either not sold to the other Party or removed by the owning Party within a reasonable time, it shall be considered abandoned by the owning Party and may be disposed of by the other Party in the manner it shall determine appropriate; provided, however, that any net cost incurred by the disposing Party shall be reimbursed by the abandoning party.

7.4 Each Party shall clearly mark their respective equipment, apparatus, devices, or facilities with appropriate ownership identification.

7.5 Either Party may request the other Party to upgrade or modify its terminal facilities at a Point of Interconnection in accordance with the other Party’s standard design of equipment. Such request shall not be unreasonably denied.

ARTICLE VIII – METERING AND RECORDS

8.1 All metering equipment required herein shall be selected, installed, tested, operated, and maintained by the Party owning such metering equipment in accordance with Good Utility Practice, applicable ERCOT operating and metering guidelines, and the ERCOT Protocols.

8.2 The Party that does not own the metering equipment shall be permitted to witness any testing, inspection, maintenance, or alteration of such metering equipment owned by the other Party. The owner of such equipment shall give reasonable advance notice of all tests and inspections so that representatives of the other Party may be present. After proper notification to the other Party, the owner may proceed with the scheduled tests or inspections regardless of whether a witness is present.

8.3 If any test or inspection of metering equipment shows that it does not meet the accuracy requirements established by ERCOT operating or metering guidelines, whichever is applicable, the meter or other equipment found to be inaccurate or defective shall be promptly repaired, adjusted, or replaced by the owner. Should metering equipment fail to register, the power and energy delivered and received shall be determined in accordance with ERCOT operating or metering guidelines, and ERCOT Protocols.

ARTICLE IX – COMMUNICATION AND TELEMETERING FACILITIES

9.1 Each Party shall provide, at its own expense, the necessary communication and telemetering facilities needed for the control and operation of its transmission and/or distribution system.

9.2 All communication and telemetering facilities required herein shall be selected, installed, tested, operated, and maintained by the Party owning such equipment in accordance with
Good Utility Practice, applicable ERCOT operating and metering guidelines, and the ERCOT Protocols.

9.3 The City’s requirement (if any) to supply real-time telemetry data to ERCOT, as described in the ERCOT Protocols and referred to in the NERC Reliability Standards, is accomplished through the LCRA TSC as it performs the functions of the City’s ERCOT Transmission Operator.

ARTICLE X - INDEMNIFICATION

10.1 EACH PARTY SHALL INDEMNIFY, DEFEND, AND SAVE HARMLESS THE OTHER PARTY, ITS DIRECTORS, OFFICERS, AND AGENTS (INCLUDING, BUT NOT LIMITED TO, DIRECTORS, OFFICERS, AND EMPLOYEES OF ITS AFFILIATES AND CONTRACTORS) FROM ANY AND ALL DAMAGES, LOSSES, CLAIMS, INCLUDING CLAIMS AND ACTIONS RELATING TO INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY, DEMANDS, SUITS, RECOVERIES, COSTS AND EXPENSES, COURT COSTS, ATTORNEY FEES, AND ALL OTHER OBLIGATIONS BY OR TO THIRD PARTIES, ARISING OUT OF OR RESULTING FROM GROSS NEGLIGENCE OR OTHER FAULT IN THE DESIGN, CONSTRUCTION, OR OPERATION OF THEIR RESPECTIVE FACILITIES DURING THE PERFORMANCE OF THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, EXCEPT IN CASES OF GROSS NEGLIGENCE OR INTENTIONAL WRONGDOING BY THE OTHER PARTY.

ARTICLE XI – NOTICES

11.1 Notices of an administrative nature, including but not limited to a notice of termination, a request for amendment, a change to a Point of Interconnection, or a request for a new Point of Interconnection, shall be forwarded to the designees listed below for each Party and shall be deemed properly given if delivered in writing to the following:

(a) San Marcos Electric Utility
    Electric Utility Director
    630 East Hopkins
    San Marcos, TX. 78666-6397

(b) LCRA TRANSMISSION SERVICES CORPORATION
    Manager, Transmission Engineering
    LCRA
    P.O. Box 220
    Austin, TX 78767-0220
11.2 The above listed names, titles, and addresses of either Party may be changed upon written notification to the other Party.

ARTICLE XII - SUCCESSORS AND assigns

12.1 Subject to the provisions of Section 12.2 below, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective Parties.

12.2 Neither Party shall assign its interest in this Agreement in whole or in part without the prior written consent of the other Party. Such consent shall not be unreasonably withheld, provided that neither Party will be required to consent to any assignment which would, in its sole judgment and among other reasons, subject it to additional federal or state regulation, result in the imposition of additional costs of administration which the Party requesting assignments does not agree to reimburse, or in any way diminish the reliability of its system, enlarge its obligations or otherwise create or maintain an unacceptable condition. The respective obligations of the Parties under this Agreement may not be changed, modified, amended, or enlarged, in whole or in part, by reason of the sale, merger, or other business combination of either Party with any other person or entity. Notwithstanding the foregoing, a Party may assign, without the consent of the other Party, its interest in this Agreement, in whole or in part (1) to a successor that has an in interest to all or a substantial portion of the Party’s transmission and distribution business; or (2) in connection with any financing or financial arrangements.

12.3 The several provisions of this Agreement are not intended to and shall not create rights of any character whatsoever in favor of any persons, corporations, or associations other than the Parties to this Agreement, and the obligations herein assumed are solely for the use and benefit of the Parties to this Agreement.

ARTICLE XIII – GOVERNING LAW AND REGULATION

13.1 This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof except as to matters exclusively controlled by the Constitution and statutes of the United States of America. This Agreement is subject to all valid applicable federal, state, and local laws, ordinances, rules, and regulations of duly constituted regulatory authorities having jurisdiction.

13.2 This Agreement and all obligations hereunder, are expressly conditioned upon obtaining approval or authorization or acceptance for filing by any regulatory body, whose approval, authorization or acceptance for filing is required by law. Both Parties hereby agree to support the approval of this Agreement before such regulatory authority and to provide such documents, information, and opinions as may be reasonably required or requested by either Party in the course of approval proceedings.

13.3 In the event that a regulatory authority having jurisdiction over the Parties orders a change in the terms of this Agreement, the Parties agree to negotiate in good faith a replacement term that will most nearly accomplish the purpose and intent of the original term consistent with the
regulatory order. If the Parties cannot reach an agreement over the new term, and if the old term is an essential provision of this Agreement, either Party may elect to terminate this Agreement, by providing notice of such election to the other upon sixty (60) days prior written notice to the other Party. An election to terminate under this provision shall not affect either Party’s duty to perform prior to the effective date of termination.

13.4 In the event any part of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of said Agreement shall remain in full force and effect and shall constitute a binding agreement between the Parties provided, however, that if either Party determines, in its sole discretion, that there is a material change in this Agreement by reason of any provision or application being finally determined to be invalid, illegal, or unenforceable, that Party may terminate this Agreement upon sixty (60) days prior written notice to the other Party. An election to terminate under this provision shall not affect either Party’s duty to perform prior to the effective date of termination.

ARTICLE XIV – DEFAULT AND FORCE MAJEURE

14.1 Neither Party shall be considered in default with respect to any obligation hereunder, other than the payment of money, if prevented from fulfilling such obligations by reason of any cause beyond its reasonable control, including, but not limited to, outages or interruptions due to weather, accidents, equipment failures or threat of failure, strikes, civil unrest, injunctions, or order of governmental authority having jurisdiction. If performance by either Party has been prevented by such event, the affected Party shall promptly and diligently attempt to remove the cause of its failure to perform, except that neither Party shall be obligated to agree to any quick settlement of any strike or labor disturbance, which, in the affected Party’s opinion, may be inadvisable or detrimental, or to appeal from any administrative or judicial ruling.

ARTICLE XV - TERMINATION ON DEFAULT

15.1 Should either of the Parties hereto violate any material provisions of this Agreement, the other Party shall give written notice to the violating Party specifying the violation. Upon actual receipt of such notice, the Party shall have one hundred eighty (180) days to correct such violation. In the event such violation of this Agreement is not corrected by the expiration of said one hundred eighty (180) days, this Agreement, subject to the applicable regulations of any jurisdictional regulatory authority, may be terminated by giving no less than sixty (60) days written notice, but no other remedy or remedies, available under the law, for such violation shall be limited in any way because of this provision or the exercise of the right conferred hereunder.

15.2 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties by this Agreement.
ARTICLE XVI- MISCELLANEOUS PROVISIONS

16.1 Any undertaking by a Party to the other Party under this Agreement shall not constitute the dedication of the electrical system or any portion thereof of that Party to the public or to the other Party, and it is understood and agreed that any such undertaking shall cease upon the termination of this Agreement.

16.2 The several provisions of this Agreement are not intended to and shall not create rights of any character in, nor be enforceable by, parties other than the signatories to this Agreement and their assigns.

16.3 Neither Party shall be liable to the other for any indirect, consequential, incidental, punitive, or exemplary damages.

16.4 This Agreement shall not affect the obligations or rights of either Party with respect to other agreements. Both Parties to this Agreement represent that there is no agreement or other obligation binding upon it, which, as such Party is presently aware, would limit the effectiveness or frustrate the purpose of this Agreement.

16.5 This Agreement may be amended only upon mutual agreement of the Parties, such amendment will not be effective until reduced in writing and executed by the Parties.

16.6 The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

16.7 The invalidity of one or more phrases, sentences, clauses, Sections or Articles contained in this Agreement shall not affect the validity of the remaining portions of this Agreement so long as the material purposes of this Agreement can be determined and carried out.

16.8 This Agreement will be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.
IN WITNESS WHEREOF, the Parties have caused this Interconnection Agreement between LCRA Transmission Services Corporation and San Marcos Electric Utility, Texas to be executed in two (2) counterparts, each of which shall constitute an original, on the day and year first written above.

SAN MARCOS ELECTRIC UTILITY

By: 

Title: City Manager

Date: 4/14/09

LCRA TRANSMISSION SERVICES CORPORATION

By: Ray Pfefferkorn, P.E.

Title: LCRA Transmission Engineering Manager

Date: 5/26/09
## EXHIBIT A

<table>
<thead>
<tr>
<th>FACILITY SCHEDULE NO.</th>
<th>LOCATION OF POINT(S) OF INTERCONNECTION (# of Points)</th>
<th>INTERCONNECTION VOLTAGE (kV)</th>
<th>EFFECTIVE DATE OF INTERCONNECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Hilltop Substation (4)</td>
<td>138 kV</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Strahan Substation (1)</td>
<td>12.5 kV</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>McCarty Lane Substation (6)</td>
<td>12.5 kV</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Ranch Road 12 Substation (1)</td>
<td>138 kV</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Redwood Substation (12)</td>
<td>2 @ 138kV; 10 @ 12.5kV</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>San Marcos Substation (4)</td>
<td>138 kV</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Canyon Substation (4)</td>
<td>12.5 kV</td>
<td></td>
</tr>
</tbody>
</table>
1. **Name:** Hilltop Substation

2. **Facility Location:** The Hilltop Substation is located at 321 Lamar Ave., San Marcos, Hays County, Texas.

3. **Points of Interconnection:** There are four (4) Points of Interconnection in the Hilltop Substation generally described as:

   - where the jumper from switch 9539 connects to the 138kV bus at breaker 9540.
   - where the jumper from switch 9543 connects to the 138kV bus at breaker 9540.
   - where the jumper from switch 9549 connects to the 138kV bus at breaker 9550.
   - where the jumper from switch 9553 connects to the 138kV bus at breaker 9550.

4. **Transformation Services Provided by LCRA TSC:** No

5. **Metering Services Provided by LCRA TSC:** Yes

6. **Delivery Voltage:** 138 kV

7. **Metered Voltage and Location:** The metered voltage is 12.5 kV. The metering current transformers are located in bay 2 and bay 4 of the distribution system. The metering potential transformers are located on the 12.5 kV operating bus.

8. **One Line Diagram Attached:** Yes

9. **Description of Facilities Owned by Each Party:**

   San Marcos Electric Utilities owns:
   
   - The site (property), including site work, fence, foundations, and ground grid
   - One (1) power transformer PWT-1, T-1 with associated surge arresters, and protective relaying
   - One (1) circuit switcher CS-2555 with 138 kV disconnect switch 2554
   - 138 kV bus with associated steel supporting structures and insulators
   - Four (4) distribution circuit breakers HI-10, HI-30, HI-40, HI-50
   - 12.5 kV steel structures, switches, insulators, bus, fused cutouts, and distribution class surge arresters
   - Station Service equipment
   - Control house with station battery
LCRA TSC owns:

- Two (2) 138 kV circuit breakers 9540, 9550 with foundations and protective relaying along with line, bus, and by-pass switches numbers: 9539, 9541, 9543, 9549, 9551, and 9553
- Two (2) 138 kV dead-end towers with associated bus, insulators, and surge arresters
- Underfrequency relay panel
- 12.5 kV metering potential transformers
- 138 kV bus potential transformers with 138 kV motor operated switch 9538
- 12.5 kV metering current transformers CT-1 and CT-3
- 138 kV relaying current transformer CT-4
- Panel 7, 138kV bus differential and breaker failure control circuits.

10. **Operational Responsibilities of Each Party:** Each Party will be responsible for the operation of the equipment it owns.

11. **Maintenance Responsibilities of Each Party:** Each Party will be fully responsible for the maintenance of the equipment it owns.

12. **Other Terms and Conditions:** The City and LCRA TSC are to share access to the substation by LCRA TSC locks in the gate and in the control house doors.
FACILITY SCHEDULE NO. 2

1. **Name:** Strahan Substation

2. **Facility Location:** The Loop 82/Strahan Substation is located at 709 Aquarena Springs Dr. (Loop 82), San Marcos, Hays County, Texas.

3. **Point of Interconnection:** There is one (1) Point of Interconnection in the Strahan Substation: where the 12.5 kV bus terminates at the power transformer PWT-1 LV bushings.

4. **Transformation Services Provided by LCRA TSC:** Yes

5. **Metering Services Provided by LCRA TSC:** Yes

6. **Delivery Voltage:** 12.5 kV

7. **Metered Voltage and Location:** The metered voltage is 12.5 kV. The metering current transformers are located in PWT-1. The metering potential transformers are located on the 12.5 kV operating bus.

8. **One Line Diagram Attached:** Yes

9. **Description of Facilities Owned by Each Party:**

   San Marcos Electric Utilities owns:
   - The site (property), including site work, fence, foundations, and ground grid
   - Five (5) distribution circuit breakers ST-510, ST-520, ST-530, ST-550, ST-560
   - 15 kV (60:1 ratio) bus potential transformers
   - Six (6) distribution and total bays including A-frames, trusses, insulators, disconnect switches, surge arresters, 12.5 kV operating and transfer bus, bus potential transformers and metering current transformers
   - Control house with station battery

   LCRA TSC owns:
   The 138 kV portion of the substation, including, but not limited to, the following items:
   - One (1) power transformer PWT-1, T-1 with associated surge arresters
   - One (1) 138 kV circuit switcher CS-9515 with bypass switch 9517 and disconnect switch 9512
   - Station Service equipment

10. **Operational Responsibilities of Each Party:** Each Party will be responsible for the operation of the equipment it owns.

11. **Maintenance Responsibilities of Each Party:** Each Party will be fully responsible for the
maintenance of the equipment it owns.

12. **Other Terms and Conditions:** The City and LCRA TSC are to share access to the substation by LCRA TSC locks in the gate and in the control house doors.
STRAHAN ONE-LINE DIAGRAM

THIS IS NOT A COMPLETE ONE-LINE DIAGRAM. FOR A COMPLETE ONE-LINE DIAGRAM OF THIS SUBSTATION, REFER TO DRAWING 5439-E-0003.
FACILITY SCHEDULE NO. 3

1. **Name:** McCarty Lane Substation

2. **Facility Location:** The McCarty Lane Substation is located at 1502 E. McCarty Lane, San Marcos, Hays County, Texas.

3. **Points of Interconnection:** There are six (6) points of interconnection at McCarty Lane Substation generally described as:
   - where the incoming distribution line connects to the tubular bus between switches ML-31 and ML-33 at breaker ML-30.
   - where the jumper from breaker ML-30, passing through CT-5, connects to the 4 hole pad on switch ML-29.
   - where the jumper from breaker ML-30 connects to the 4 hole pad on switch ML-31.
   - where the incoming distribution line connects to the tubular bus between switches ML-41 and ML-43 at breaker ML-40.
   - where the jumper from breaker ML-40, passing through CT-6 connects to the 4 hole pad on switch ML-39.
   - where the jumper from breaker ML-40 connects to the 4 hole pad on switch ML-41.

4. **Transformation Services Provided by LCRA TSC:** Yes

5. **Metering Services Provided by LCRA TSC:** Yes

6. **Delivery Voltage:** 12.5 kV

7. **Metered Voltage and Location:** The metered voltage is 12.5 kV. The metering current transformers are located in the distribution bays ML-30 and ML-40. The metering potential transformers are located on the 12.5 kV operating bus.

8. **One Line Diagram Attached:** Yes

9. **Description of Facilities Owned by Each Party:**

   San Marcos Electric Utilities owns:
   - Two (2) distribution circuit breakers ML-30 and ML-40, and associated foundations, jumpers, relaying, control panels, and cabling
   - Six (6) riser pole distribution surge arresters at the feeder exits
   - Two (2) steel distribution structures for underground feeder exits
LCRA TSC owns:
McCarty Lane Substation including, but not limited to, the following items:
• 138 kV bus, switches, and structures for transformer PWT-1
• One (1) 138 kV circuit switcher CS-9655 with bypass switch 9657 and disconnect switch 9654
• One (1) power transformer PWT-1, T-1 with associated surge arresters
• Three (3) distribution and total bays including A-frames, trusses, insulators, disconnect switches, 12.5 kV operating and transfer bus, bus potential transformers and metering current transformers
• Station Service equipment
• Control house with station battery

10. **Operational Responsibilities of Each Party:** Each Party will be responsible for the operation of the equipment it owns.

11. **Maintenance Responsibilities of Each Party:** Each Party will be fully responsible for the maintenance of the equipment it owns.

12. **Other Terms and Conditions:** The City and LCRA TSC are to share access to the substation by LCRA TSC locks in the gate and in the control house doors.
FACILITY SCHEDULE NO. 4

1. Name: Ranch Road 12 Substation

2. Facility Location: The Ranch Road 12 Substation is located at 2701 RR 12, San Marcos, Hays County, Texas.

3. Point of Interconnection: There is one (1) point of interconnection at Ranch Road 12 Substation: generally described as where the jumper from the McCarty Lane/Hilltop 138 kV string bus connects to the 138 kV tubular bus.

4. Transformation Services Provided by LCRA TSC: No

5. Metering Services Provided by LCRA TSC: Yes

6. Delivery Voltage: 138 kV

7. Metered Voltage and Location: The metered voltage is 12.5 kV. The metering current transformers are located in each distribution bay. The metering potential transformers are located on the 12.5 kV operating bus.

8. One Line Diagram Attached: Yes

9. Description of Facilities Owned by Each Party:

San Marcos Electric Utility owns:
- The site (property), including site work, fence, foundations, and ground grid
- One (1) power transformer PWT-1, T-1 with associated surge arresters, and protective relaying
- One (1) circuit switcher CS-3955
- 138 kV transformer bus with associated steel structures, surge arresters, and insulators
- Three (3) distribution bays including A-frames, trusses, insulators, disconnect switches, surge arresters, 12.5 kV operating and transfer bus
- Three (3) distribution circuit breakers RR-30, RR-40, RR-60
- Station Service equipment
- Control house with station battery

LCRA TSC owns:
- Two (2) 138 kV line interrupting motor operated switches MO-3969 and MO-3959
- Two (2) 138 kV dead-end towers with associated main bus and insulators
- 12.5 kV bus potential transformers
- Underfrequency relay panel
• 12.5 kV metering current transformers CT-1, CT-3, CT-4

10. **Operational Responsibilities of Each Party:** Each Party will be responsible for the operation of the equipment it owns.

11. **Maintenance Responsibilities of Each Party:** Each Party will be fully responsible for the maintenance of the equipment it owns.

12. **Other Terms and Conditions:** The City and LCRA TSC are to share access to the substation by LCRA TSC locks in the gate and in the control house doors.
RANCH ROAD 12 ONE-LINE DIAGRAM

THIS IS NOT A COMPLETE ONE-LINE DIAGRAM. FOR A COMPLETE ONE-LINE DIAGRAM OF THIS SUBSTATION, REFER TO DWG. S208-E-2.
FACILITY SCHEDULE NO. 5

1. **Name:** Redwood Substation

2. **Facility Location:** The Redwood Substation is located at 1375 Wonder World Drive, San Marcos, Hays County, Texas.

3. **Points of Interconnection:** There are a total of twelve (12) points of interconnection at Redwood Substation generally described as:

   - where the 138 kV transformer bus connects to Operating Bus #1 for PWT-2.
   - where the 138 kV transformer bus connects to Operating Bus #2 for PWT-2.
   - where the incoming distribution line connects to the tubular bus between switches RW-321 and RW-323 at breaker RW-320.
   - where the jumper from breaker RW-320, passing through CT-15, connects to the 4 hole pad on switch RW-319.
   - where the jumper from breaker RW-320 connects to the 4 hole pad on switch RW-321.
   - where the incoming distribution line connects to the tubular bus between switches RW-341 and RW-343 at breaker RW-340.
   - where the jumper from breaker RW-340, passing through CT-11, connects to the 4 hole pad on switch RW-339.
   - where the jumper from breaker RW-340 connects to the 4 hole pad on switch RW-341.
   - where the jumper from switch RW-202 connects to the 12.5 kV Operating bus for PWT-2, T-2.
   - where the jumper from switch RW-205 connects to the 12.5 kV Transfer bus for PWT-2, T-2.
   - where the jumper from switch RW-102 connects to the 12.5 kV Operating bus for PWT-2, T-2.
   - where the jumper from switch RW-105 connects to the 12.5 kV Transfer bus for PWT-2, T-2.

4. **Transformation Services Provided by LCRA TSC:** Yes

5. **Metering Services Provided by LCRA TSC:** Yes

6. **Delivery Voltage:** 138 kV for PWT-2; 12.5 kV for PWT-3

7. **Metered Voltage and Location:** The metered voltage is 12.5 kV. The metering current transformers are located in each individual bay. The metering potential transformers are located on the 12.5 kV operating buses.

8. **One Line Diagram Attached:** Yes
9. **Description of Facilities Owned by Each Party:**

San Marcos Electric Utility owns:
- One (1) power transformer PWT-2, T-2 with associated foundation, surge arresters, and protective relaying
- One (1) circuit switcher CS-8235 with bypass switch 8236. 138 kV transformer bus with associated steel structures for PWT-2, 138 kV operating bus disconnect switches 8237 and 8238, and insulators
- Three (3) distribution bays including A-frames, trusses, insulators, disconnect switches, surge arresters. 12.5 kV operating and transfer bus, and metering current transformers for PWT-2, T-2
- Disconnect switches in distribution bays 1-0 and 1-4

LCRA TSC owns:
- The Redwood Substation including, but not limited to, the following items:
  - One (1) 138 kV circuit switcher CS-19235 with bypass switch 19232 and disconnect switches 19237 and 19238
  - One (1) power transformer PWT-3, T-3 with associated surge arresters
  - Three (3) distribution and total bays including A-frames, trusses, insulators, disconnect switches, surge arresters, 12.5 kV operating and transfer bus, bus potential transformers and metering current transformers for PWT-3, T-3
  - One (1) total circuit breaker RW-330
  - Station Service equipment for PWT-3
  - 12.5 kV bus potential transformers for PWT-2, and PWT-3, and metering current transformers
  - Control house with station battery

10. **Operational Responsibilities of Each Party:** Each Party will be responsible for the operation of the equipment it owns.

11. **Maintenance Responsibilities of Each Party:** Each Party will be fully responsible for the maintenance of the equipment it owns.

12. **Other Terms and Conditions:** The City and LCRA TSC are to share access to the substation by LCRA TSC locks in the gate and in the control house doors.
FACILITY SCHEDULE NO. 6

1. **Name:** San Marcos Substation

2. **Facility Location:** The San Marcos Substation is located at 1301 River Road, San Marcos, Hays County, Texas.

3. **Points of Interconnection:** There are four (4) points of interconnection at San Marcos Substation generally described as:
   - where the jumper from switch 3942 on the transformer bus for power transformer PWT-1 connects to the 138 kV main bus.
   - where the jumper from switch 3944 on the transformer bus for power transformer PWT-1 connects to the 138 kV transfer bus.
   - where the jumper from switch 4986 on the transformer bus for power transformer PWT-2 connects to the 138 kV main bus.
   - where the jumper from switch 4987 on the transformer bus for power transformer PWT-2 connects to the 138 kV transfer bus.

4. **Transformation Services Provided by LCRA TSC:** No

5. **Metering Services Provided by LCRA TSC:** Yes

6. **Delivery Voltage:** 138 kV

7. **Metered Voltage and Location:** The metered voltage is 12.5 kV. The metering current transformers are located in the 12.5 kV total bays for the two power transformers (PWT-1 and PWT-2). The metering potential transformers are located on the respective 12.5 kV operating buses.

8. **One Line Diagram Attached:** Yes

9. **Description of Facilities Owned by Each Party:**
   San Marcos Electric Utilities owns:
   - The site (property), including site work, fence, foundations, and ground grid
   - Two (2) transformers PWT-1, T-1 and PWT-2, T-2
   - Two (2) circuit switchers CS-4975 and CS-4985 and 138 kV disconnect switches 4974, 3942, 3944, 4984, 4986 and 4987.
   - 138 kV transformer bus with associated steel structures and insulators
   - Two (2) total circuit breakers SM-100 and SM-200
- Eight (8) distribution and total bays including A-frames, trusses, insulators, disconnect switches, surge arresters, 12.5 kV operating and transfer bus, bus potential transformers and metering current transformers
- Metering current transformers CT-2 and CT-3

LCRA TSC owns:
- 138 kV operating and transfer bus
- 12.5 kV and 138 kV bus potential transformers
- Four (4) Relaying current transformers CT-7, CT-8, CT-9 and CT-10
- Underfrequency relay panel
- Control house and station battery
- Station Service equipment

10. **Operational Responsibilities of Each Party:** Each Party will be responsible for the operation of the equipment it owns.

11. **Maintenance Responsibilities of Each Party:** Each Party will be fully responsible for the maintenance of the equipment it owns.

12. **Other Terms and Conditions:** The City and LCRA TSC are to share access to the substation by LCRA TSC locks in the gate and in the control house doors.
SAN MARCOS ONE-LINE DIAGRAM

SAN MARCOS SUBSTATION

THIS IS NOT A COMPLETE ONE-LINE DIAGRAM
FOR A COMPLETE ONE-LINE DIAGRAM OF THIS
SUBSTATION, REFER TO DWG. S179-E-1.
FACILITY SCHEDULE NO. 7

1. **Name:** Canyon Substation

2. **Facility Location:** The Canyon Substation is located at 2349 N. IH 35, San Marcos, Hays County, Texas 78666.

3. **Points of Interconnection:** There are four (4) Points of Interconnection in the Canyon Substation generally described as:
   - where the jumper from the 12.5 kV operating bus bolts to the four hole pad on switch CA-9 at breaker CA-10.
   - where the jumper from the 12.5 kV transfer bus bolts to the four hole pad on switch CA-13 at breaker CA-10.
   - where the jumper from the 12.5 kV operating bus bolts to the four hole pad on switch CA-19 at breaker CA-20.
   - where the jumper from the 12.5 kV transfer bus bolts to the four hole pad on switch CA-23 at breaker CA-20.

4. **Transformation Services Provided by LCRA TSC:** No

5. **Metering Services Provided by LCRA TSC:** Yes

6. **Delivery Voltage:** 12.5 kV

7. **Metered Voltage and Location:** The metering voltage is 12.5 kV. The metering current transformer is located inside PWT-1, T-3. The bus potential transformer is located on the 12.5 kV operating bus.

8. **One Line Diagram Attached:** Yes

9. **Description of Facilities Owned by Each Party:**

   SMEU owns:
   - Three (3) distribution circuits including dead end insulators that attach to the dead end structure, conductors, and hardware
   - Two (2) distribution circuit breakers CA-10, and CA-20 including jumpers and protective relay packages
   - Three (3) distribution circuit breaker foundations in bays 1,2 and 3
   - Three (3) surge arresters
   - Nine (9) hook switches
LCRA TSC owns:
The Canyon Substation including, but not limited to, the following items:

- One (1) circuit switcher CS-20975 and associated disconnect switch 20974 and bypass switch 20977
- One (1) power transformer PWT-1, T-3 with associated surge arresters
- Four (4) distribution and total bays including A-frames, trusses, insulators, disconnect switches, surge arresters, 12.5 kV operating and transfer bus, bus potential transformer, metering current transformers and associated cabling
- Three (3) hook switches
- One (1) air break switch
- Control house and battery bank
- Station Service

10. **Operational Responsibilities of Each Party:** Each Party will be responsible for the operation of the equipment it owns.

11. **Maintenance Responsibilities of Each Party:** Each Party will be fully responsible for the maintenance of the equipment it owns.

12. **Other Terms and Conditions:** The City and LCRA TSC are to share access to the substation by LCRA TSC locks in the gate and in the control house doors.
CANYON ONE-LINE DIAGRAM

CANYON SUBSTATION

THIS IS NOT A COMPLETE ONE-LINE DIAGRAM
FOR A COMPLETE ONE-LINE DIAGRAM OF THIS
SUBSTATION, REFER TO DRAWING S229-E-0004.
RESOLUTION NO. 2016-177R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING AN AMENDED AND RESTATED INTERCONNECTION AGREEMENT WITH THE LCRA TRANSMISSION SERVICES CORPORATION ("LCRA TSC") TO, AMONG OTHER THINGS, CLARIFY THE TRANSMISSION AND DISTRIBUTION FUNCTIONS OF THE PARTIES, PROVIDE METERING TO BE GOVERNED BY A SEPARATE WHOLESALE METERING AGREEMENT, AND UPDATE VARIOUS PROVISIONS TO REFLECT CHANGES IN REGULATION AND INDUSTRY TERMS AND STANDARDS; APPROVING AN ASSOCIATED BILL OF SALE TO TRANSFER CERTAIN TRANSMISSION INFRASTRUCTURE AT THE HILLTOP AND RANCH ROAD 12 SUBSTATION TO LCRA TSC; AUTHORIZING THE CITY MANAGER 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 Amended and Restated Interconnection Agreement and Bill of Sale are hereby approved.

PART 2. The City Manager is authorized to execute said Amended and Restated Interconnection Agreement and Bill of Sale on behalf of the City.

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

ADOPTED on December 20, 2016.

Daniel Guerrero
Mayor

Attest:
Jamie Lee Case
City Clerk
AMENDED AND RESTATED INTERCONNECTION AGREEMENT

BETWEEN

CITY OF SAN MARCOS, TEXAS
(SAN MARCOS ELECTRIC UTILITY)

AND

LCRA TRANSMISSION SERVICES CORPORATION

DATED: December 20, 2016
JANUARY 17, 2017
AMENDED AND RESTATED INTERCONNECTION AGREEMENT
BETWEEN
CITY OF SAN MARCOS, TEXAS
(SAN MARCOS ELECTRIC UTILITY)
AND
LCRA TRANSMISSION SERVICES CORPORATION

This Amended and Restated Interconnection Agreement ("this Agreement") is made and entered into this 24th day of December, 2016, by and between City of San Marcos, Texas (San Marcos Electric Utility or "SMEU" or "City") and LCRA Transmission Services Corporation ("LCRA TSC") each sometimes hereinafter referred to individually as "Party" or both referred to collectively as "Parties".

WITNESSETH

WHEREAS, this Agreement is a restated and amended interconnection agreement from that certain Interconnection Agreement executed as of May 26, 2009, as amended by that certain Amendment No. 1 executed as of April 18, 2013, as amended by that certain Amendment No. 2 executed as of September 26, 2014 ("the 2009 Interconnection Agreement");

WHEREAS, each Party is the owner and operator of transmission and/or distribution facilities ("TDSP") within the Electric Reliability Council of Texas;

WHEREAS, the City and the Lower Colorado River Authority also had other previous agreements that addressed TDSP functions including the Substation Purchase and Operating Agreement entered into on June 14, 1994 ("1994 Agreement"), the previous full requirements wholesale power agreement which terminated in June 2016, and the Market Readiness Issues #2 letter agreement executed by the City on January 24, 2001, collectively ("Previous Agreements");

WHEREAS, LCRA Transmission Services Corporation is the assignee of the Lower Colorado River Authority for transmission, transformation, and metering related matters;

WHEREAS, the Parties recognize that the 2009 Interconnection Agreement did not fully reflect the TDSP functions from the Previous Agreements that they now desire in an interconnection agreement;

WHEREAS, the City will sell the 138 kV operating bus at the Ranch Road 12 Substation to LCRA TSC through a bill of sale executed contemporaneously with this Agreement,

WHEREAS, the City will be installing a power transformer (PWT) at Hilltop Substation and will sell the 138 kV operating bus to LCRA TSC through a bill of sale executed contemporaneously with this Agreement, and;
WHEREAS, the Parties desire to amend and restate the 2009 Interconnection Agreement in its entirety and provide for the interconnection of their respective electric systems under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions herein set forth, the Parties agree as follows:

**ARTICLE I – EFFECTIVE DATE AND TERM**

1.1 This Agreement and any subsequent addendum to this Agreement shall become effective on the date of execution by both Parties. Unless otherwise mutually agreed, this Agreement shall remain in effect initially for a period of thirty (30) years from the effective date, and shall continue in effect thereafter for periods of five (5) years each unless canceled after such initial period or any subsequent period either by mutual agreement or by either Party upon at least thirty-six (36) months written notice to the other party.

**ARTICLE II – OBJECTIVE AND SCOPE**

2.1 It is the intent of the Parties, by this Agreement, to state the terms and conditions under which the Parties’ transmission and/or distribution systems will be interconnected and to identify the facilities and equipment provided by each Party at the Points of Interconnection between their systems.

2.2 This Agreement shall apply to the ownership, construction, operation, and maintenance of those facilities which are specifically identified and described in the Facility Schedules which are attached hereto and incorporated herein.

2.3 This Agreement, including all attached Facility Schedules, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof if not set forth or provided for herein. This Agreement replaces all other agreements including the Previous Agreements and undertakings, oral and written, between the Parties with regard to the subject matter hereof. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein; such agreements are unaffected by this Agreement.

2.4 LCRA TSC and the City shall execute a separate Transformation Service Agreement and Wholesale Metering Service Agreement.

**ARTICLE III – DEFINITIONS**

For purposes of this Agreement, the following definitions shall apply:
3.1 **Agreement** shall mean this Agreement with all schedules and attachments applying hereto, including any schedules and attachments hereafter made and any amendments hereafter made.

3.2 **Distributed Generation** shall mean an electrical generating facility connected at a voltage below 60 kV that may be connected in parallel with the utility system. Distributed Generation includes but is not limited to combustion turbine generators, batteries/fuel cells, or inverter based renewable generation resources (i.e. solar or wind).

3.3 **ERCOT** shall mean the Electric Reliability Council of Texas, Inc.

3.3 **ERCOT Protocols** shall mean the documents adopted by ERCOT, and approved by the PUCT, including any attachments or exhibits referenced in the ERCOT Protocols, as amended from time to time, that contain the scheduling, operating, planning, reliability, and settlement (including customer registration) policies, rules, guidelines, procedures, standards, and criteria of ERCOT.

3.4 **ERCOT Transmission Operator** shall mean the subset of transmission service providers or transmission and/or distribution service providers (TDSPs) that is charged with continuous communication (7 days per week and 24 hours per day basis) with ERCOT operations and carrying out dispatch instructions directly or on behalf of represented TDSPs and carrying out other functions as described in the ERCOT Protocols.

3.5 **Facility Schedule(s)** shall mean the addendum(s) to this Agreement that describe the agreement on ownership, control, operation, and maintenance responsibilities of the Parties at the Point(s) of Interconnection.

3.6 **Good Utility Practice** shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region. Good Utility Practice may include, but not be limited to, conformance with the applicable and consistently applied reliability criteria, standards and operating guides of ERCOT and the NERC, or successor organization(s).

3.7 **Independent System Operator** shall mean the ERCOT Independent System Operator as defined in the PUCT Substantive Rules.

3.8 **NERC** shall mean the North American Electric Reliability Corporation or its successor in function.

3.9 **NERC Reliability Standards** shall mean the mandatory electric reliability standards enforced by NERC.
3.10 **Point(s) of Interconnection** shall mean the points where the electrical systems of the Parties are connected or may, by the closure of normally open switches, be connected.

3.11 **PUCT** shall mean the Public Utility Commission of Texas or its successor in function.

**ARTICLE IV – ESTABLISHMENT AND TERMINATION OF POINTS OF INTERCONNECTION**

4.1 The Parties agree to comply with NERC Reliability Standards as they relate to the interconnection of their facilities at the locations identified and described in the Facility Schedules which are attached hereto and incorporated herein.

4.2 The Parties agree to interconnect their facilities at the locations, and in accordance with the terms and conditions, specified in the attached Facility Schedule(s). All Points of Interconnection shall be specified in Exhibit “A” and the Facility Schedule(s) attached hereto and made a part hereof. The Facility Schedule(s) shall specify the responsibilities of the Parties with respect to ownership, control, operation, and maintenance of the interconnection facilities.

4.3 Unless otherwise provided in a Facility Schedule, each Party shall, at each Point of Interconnection, at its own risk and expense, design, install, or cause the design and installation of the transmission or distribution facilities (including all apparatus and necessary protective devices) on its side of the Point of Interconnection, so as to reasonably minimize the likelihood of voltage and frequency abnormalities, originating in the system of one Party, from affecting or impairing the system of the other Party, or other systems to which the system of such Party is interconnected. The Parties agree that all Points of Interconnection will be established in conformance with operating guidelines of ERCOT and the ERCOT Protocols, as the same may be amended hereafter. The Parties agree to cause their systems to be constructed in accordance with specifications at least equal to those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction. Except as otherwise provided in the Facility Schedules, each Party will be responsible for the equipment and facilities it owns on its side of the Point of Interconnection.

4.4 From time to time, a Point of Interconnection may be added, changed, modified, or deleted from this Agreement as mutually agreed by the Parties and/or as ordered by a regulatory authority having jurisdiction thereof. Any such change, addition, or deletion shall be recorded in Exhibit A and a Facility Schedule in such a way that the numbering of the other Facility Schedules is not changed.

4.5 Subject to regulatory approval, if required, unless mutually agreed, neither party shall have the right to disconnect from the other Party at any Point of Interconnection specified on Exhibit A and a Facility Schedule, originally attached to this Agreement or added subsequent to the execution of this Agreement, except for reason of a material violation of the terms of this Agreement, for which opportunity to correct such violation was given under Paragraph 15.1 of this Agreement and such violation was not corrected in accordance with said Paragraph 15.1.
4.6 For facilities not specified in the Facility Schedules, or if either Party makes equipment changes or additions to the equipment at a Point of Interconnection, which may affect the operation or performance of the other Party’s interconnection facilities, the Parties agree to notify the other Party, in writing, of such changes. Such changes shall be made in accordance with Good Utility Practice, ERCOT requirements, the National Electrical Safety Code, other applicable codes, and standards in effect at the time of construction, and coordinated between the Parties. This includes the addition, by the City or its end-use customer, of Distributed Generation.

4.7 Each party agrees to provide current as-built drawings to the other Party of the facilities owned by that Party at each Point of Interconnection.

4.8 The Parties agree to coordinate and cooperate on assessments of the reliability impacts to the interconnected transmission system for new facilities requesting connection to their distribution or transmission facilities, in accordance with the NERC Reliability Standards.

4.9 The City is responsible for reporting annual load data information to ERCOT as required by the ERCOT Protocols and the Parties agree to coordinate and cooperate on submitting this report.

**ARTICLE V - OTHER SERVICES**

5.1 This Agreement is applicable only to the interconnection of the facilities of the Parties at the Points of Interconnection and does not obligate either Party to provide, or entitle either Party to receive, any service not expressly provided for herein. Each Party is responsible for making the arrangements necessary to receive any other service that either Party may desire from the other Party or any third party.

5.2 All transmission, transformation, distribution, metering, operations, and maintenance, engineering, billing or other miscellaneous services will be provided and charged under agreements separate from this Agreement.

5.3 Each Facility Schedule shall indicate whether transformation and/or metering services apply at each Point of Interconnection. Parties agree that the name and location of the Points of Interconnection in the Exhibit “A” and the Facilities Schedules attached to this Agreement, will be identical to the name used and the location of the corresponding facilities in the Transformation Service Agreement.

**ARTICLE VI - SYSTEM OPERATION AND MAINTENANCE**

6.1 Unless otherwise provided by the Facility Schedules, each Party shall, at each Point of Interconnection, at its own risk and expense, operate and maintain the facilities (including all apparatus and necessary protective devices) it owns or hereafter may own, so as to reasonably minimize the likelihood of voltage and frequency abnormalities, originating in the system of one Party, from affecting or impairing the system of the other Party, or other systems.
to which the Party is interconnected. The Parties agree that all Points of Interconnection will be 
operated and maintained in conformance with operating guidelines of ERCOT and the ERCOT 
Protocols, as the same may be amended hereafter.

6.2 Operational responsibility for facilities owned by one Party, but installed in 
another Party’s substation or transmission line will be identified in the Facility Schedule for that 
particular Point of Interconnection.

6.3 During the term of this Agreement, the Parties will, consistent with maintaining 
good operating practices, coordinate their operations to maintain continuity of services to their 
respective customers to the extent practicable. Planned facility maintenance by either Party that 
will cause a deviation from the normal power and energy flow at a Point of Interconnection will 
be scheduled at a mutually agreeable time. No changes will be made in the normal operation of 
a Point of Interconnection without the mutual agreement of the Parties. The Parties will, to the 
extent necessary to support continuity of operations, coordinate the operation of protective 
devices on the facilities they operate in the proximity of the Points of Interconnection which 
might reasonably be expected to affect the operation of facilities on the other Party’s system.

6.4 Each Party will provide the reactive requirements for its own system in 
accordance with the operating guides as established from time to time by ERCOT or its 
successor. Each Party will provide the reactive requirements for its own system so as not to 
 impose a burden on the other system.

6.5 The City designates LCRA TSC to perform the functions of an “ERCOT 
Transmission Operator” on the City’s behalf as described in the ERCOT Protocols. As the 
ERCOT Transmission Operator acting on behalf of the City, LCRA TSC shall have full authority 
to perform any necessary load shedding, switching, and other transmission activities that are 
deemed necessary to reliably maintain the electric system.

6.6 The City shall ensure that its operators designated to carry out dispatch 
instructions from LCRA TSC are properly authorized and trained to comply with all reliability 
directives issued by LCRA TSC, including shedding firm load, unless such actions would violate 
safety, equipment, regulatory or statutory requirements. Under these circumstances, the City’s 
operators shall immediately inform LCRA TSC of the inability to perform the directive so that 
LCRA TSC can implement alternate remedial actions.

6.7 During periods of emergency conditions declared by the ERCOT Independent 
System Operator, or its successor, or as necessary to restore customer service, either Party may 
operate equipment that is normally operated by the other Party, provided that authorization to do 
so must first be received from the Party that normally operates the equipment, such authorization 
ot to be unreasonably withheld or delayed. It shall be considered reasonable for the Party that 
normally operates such equipment to deny such a request by the other Party if the withholding 
Party will provide such operation within the time frame called for in the circumstances. Such 
operations by the other Party will be at no cost to the owner or normal operator of the equipment.
6.8 Each Party will determine the operating limits of the facilities that it owns and make such limits known to the Party operating those facilities. The operating Party of those facilities will not exceed those limits without prior approval of the Party owning the facilities.

6.9 The City’s requirement for under-frequency relaying, as described in the ERCOT Protocols, is accomplished through its participation within the LCRA TSC under-frequency loadshed (UFLS) program, however, each Party that owns UFLS equipment must individually comply with ERCOT requirements and NERC Reliability Standards pertaining to UFLS equipment ownership, including but not limited to relay testing and maintenance documentation.

ARTICLE VII - RIGHTS OF ACCESS, EQUIPMENT INSTALLATION, AND REMOVAL

7.1 Each Party shall permit duly authorized representatives and employees of the other Party to enter upon its premises for the purpose of inspecting, testing, repairing, renewing, or exchanging any or all of the equipment owned by such other Party that is located on such premises or for the purpose of performing any work necessary in the performance of this Agreement.

7.2 Each Party grants to the other Party permission to install, maintain, and/or operate, or cause to be installed, maintained, and/or operated, on its premises, the necessary equipment, apparatus, and devices required for the performance of this Agreement. Any such installation, maintenance, and operation to be performed, except in the case of emergencies, shall be performed only after a schedule of such activity has been submitted and agreed upon by the Parties.

7.3 Any and all equipment, apparatus, and devices placed or installed, or caused to be placed or installed by one Party on, or in, the premises of the other Party, shall be and remain the property of the Party owning and installing such equipment, apparatus, devices, or facilities, regardless of the mode and manner of annexation or attachment to real property. Upon the termination of any Point of Interconnection under this Agreement, the Party owning and installing such equipment, apparatus, devices, or facilities on the property of the other Party, shall 1) have the right to sell such equipment, apparatus, devices, or facilities to the other Party if the other Party wishes to purchase such equipment, apparatus, devices, or facilities or 2) to enter the premises of the other Party and, within a reasonable time, remove such equipment, apparatus, devices, or facilities, at no cost to the owner of the premises. If, upon the termination of any Point of Interconnection under this Agreement, equipment of a Party that is installed on the premises of the other Party is either not sold to the other Party or removed by the owning Party within a reasonable time, it shall be considered abandoned by the owning Party and may be disposed of by the other Party in the manner it shall determine appropriate; provided, however, that any net cost incurred by the disposing Party shall be reimbursed by the abandoning party.

7.4 Each Party shall clearly mark their respective equipment, apparatus, devices, or facilities with appropriate ownership identification.
7.5 Either Party may request the other Party to upgrade or modify its terminal facilities at a Point of Interconnection in accordance with the other Party's standard design of equipment. Such request shall not be unreasonably denied.

ARTICLE VIII – METERING AND RECORDS

8.1 All metering and records requirements are stated in a separate Wholesale Metering Service Agreement.

ARTICLE IX – COMMUNICATION AND TELEMETRY FACILITIES

9.1 Each Party shall provide, at its own expense, the necessary communication and telemetry facilities needed for the control and operation of its transmission and/or distribution system.

9.2 All communication and telemetry facilities required herein shall be selected, installed, tested, operated, and maintained by the Party owning such equipment in accordance with Good Utility Practice and applicable ERCOT Protocols.

9.3 The City’s requirement (if any) to supply real-time telemetry data to ERCOT, as described in the ERCOT Protocols and referred to in the NERC Reliability Standards, is accomplished through the LCRA TSC as it performs the functions of the City’s ERCOT Transmission Operator.

ARTICLE X - INDEMNIFICATION

10.1 EACH PARTY SHALL INDEMNIFY, DEFEND, AND SAVE HARMLESS THE OTHER PARTY, ITS DIRECTORS, OFFICERS, AND AGENTS (INCLUDING, BUT NOT LIMITED TO, DIRECTORS, OFFICERS, AND EMPLOYEES OF ITS AFFILIATES AND CONTRACTORS) FROM ANY AND ALL DAMAGES, LOSSES, CLAIMS, INCLUDING CLAIMS AND ACTIONS RELATING TO INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY, DEMANDS, SUITS, RECOVERIES, COSTS AND EXPENSES, COURT COSTS, ATTORNEY FEES, AND ALL OTHER OBLIGATIONS BY OR TO THIRD PARTIES, ARISING OUT OF OR RESULTING FROM GROSS NEGLIGENCE OR OTHER FAULT IN THE DESIGN, CONSTRUCTION, OR OPERATION OF THEIR RESPECTIVE FACILITIES DURING THE PERFORMANCE OF THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, EXCEPT IN CASES OF GROSS NEGLIGENCE OR INTENTIONAL WRONGDOING BY THE OTHER PARTY.

ARTICLE XI – NOTICES

11.1 Notices of an administrative nature, including but not limited to a notice of termination, a request for amendment, a change to a Point of Interconnection, or a request for a
new Point of Interconnection, shall be forwarded to the designees listed below for each Party and shall be deemed properly given if delivered in writing to the following:

(a) San Marcos Electric Utility  
Electric Utility Director  
630 East Hopkins  
San Marcos, TX. 78666-6397

(b) LCRA Transmission Services Corporation  
Sergio Garza, P.E.  
LCRA VP Transmission Design and Protection  
LCRA  
P.O. Box 220  
Austin, TX 78767-0220  

11.2 The above listed names, titles, and addresses of either Party may be changed upon written notification to the other Party.

ARTICLE XII - SUCCESSORS AND ASSIGNS

12.1 Subject to the provisions of Section 12.2 below, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective Parties.

12.2 Neither Party shall assign its interest in this Agreement in whole or in part without the prior written consent of the other Party. Such consent shall not be unreasonably withheld, provided that neither Party will be required to consent to any assignment which would, in its sole judgment and among other reasons, subject it to additional federal or state regulation, result in the imposition of additional costs of administration which the Party requesting assignments does not agree to reimburse, or in any way diminish the reliability of its system, enlarge its obligations or otherwise create or maintain an unacceptable condition. The respective obligations of the Parties under this Agreement may not be changed, modified, amended, or enlarged, in whole or in part, by reason of the sale, merger, or other business combination of either Party with any other person or entity. Notwithstanding the foregoing, a Party may assign, without the consent of the other Party, its interest in this Agreement, in whole or in part (1) to a successor that has an in interest to all or a substantial portion of the Party’s transmission and distribution business; or (2) in connection with any financing or financial arrangements.

12.3 The several provisions of this Agreement are not intended to and shall not create rights of any character whatsoever in favor of any persons, corporations, or associations other than the Parties to this Agreement, and the obligations herein assumed are solely for the use and benefit of the Parties to this Agreement.

ARTICLE XIII – GOVERNING LAW AND REGULATION

13.1 This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof except as
to matters exclusively controlled by the Constitution and statutes of the United States of America. This Agreement is subject to all valid applicable federal, state, and local laws, ordinances, rules, and regulations of duly constituted regulatory authorities having jurisdiction.

13.2 This Agreement and all obligations hereunder, are expressly conditioned upon obtaining approval or authorization or acceptance for filing by any regulatory body, whose approval, authorization or acceptance for filing is required by law. Both Parties hereby agree to support the approval of this Agreement before such regulatory authority and to provide such documents, information, and opinions as may be reasonably required or requested by either Party in the course of approval proceedings.

13.3 In the event that a regulatory authority having jurisdiction over the Parties orders a change in the terms of this Agreement, the Parties agree to negotiate in good faith a replacement term that will most nearly accomplish the purpose and intent of the original term consistent with the regulatory order. If the Parties cannot reach an agreement over the new term, and if the old term is an essential provision of this Agreement, either Party may elect to terminate this Agreement, by providing notice of such election to the other upon sixty (60) days prior written notice to the other Party. An election to terminate under this provision shall not affect either Party’s duty to perform prior to the effective date of termination.

13.4 In the event any part of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of said Agreement shall remain in full force and effect and shall constitute a binding agreement between the Parties provided, however, that if either Party determines, in its sole discretion, that there is a material change in this Agreement by reason of any provision or application being finally determined to be invalid, illegal, or unenforceable, that Party may terminate this Agreement upon sixty (60) days prior written notice to the other Party. An election to terminate under this provision shall not affect either Party’s duty to perform prior to the effective date of termination.

ARTICLE XIV – DEFAULT AND FORCE MAJEURE

14.1 Neither Party shall be considered in default with respect to any obligation hereunder, other than the payment of money, if prevented from fulfilling such obligations by reason of any cause beyond its reasonable control, including, but not limited to, outages or interruptions due to weather, accidents, equipment failures or threat of failure, strikes, civil unrest, injunctions, or order of governmental authority having jurisdiction. If performance by either Party has been prevented by such event, the affected Party shall promptly and diligently attempt to remove the cause of its failure to perform, except that neither Party shall be obligated to agree to any quick settlement of any strike or labor disturbance, which, in the affected Party's opinion, may be inadvisable or detrimental, or to appeal from any administrative or judicial ruling.

ARTICLE XV - TERMINATION ON DEFAULT

15.1 Should either of the Parties hereto violate any material provisions of this Agreement, the other Party shall give written notice to the violating Party specifying the
violation. Upon actual receipt of such notice, the Party shall have one hundred eighty (180) days to correct such violation. In the event such violation of this Agreement is not corrected by the expiration of said one hundred eighty (180) days, this Agreement, subject to the applicable regulations of any jurisdictional regulatory authority, may be terminated by giving no less than sixty (60) days written notice, but no other remedy or remedies, available under the law, for such violation shall be limited in any way because of this provision or the exercise of the right conferred hereunder.

15.2 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties by this Agreement.

**ARTICLE XVI- MISCELLANEOUS PROVISIONS**

16.1 Any undertaking by a Party to the other Party under this Agreement shall not constitute the dedication of the electrical system or any portion thereof of that Party to the public or to the other Party, and it is understood and agreed that any such undertaking shall cease upon the termination of this Agreement.

16.2 The several provisions of this Agreement are not intended to and shall not create rights of any character in, nor be enforceable by, parties other than the signatories to this Agreement and their assigns.

16.3 Neither Party shall be liable to the other for any indirect, consequential, incidental, punitive, or exemplary damages.

16.4 This Agreement shall not affect the obligations or rights of either Party with respect to other agreements. Both Parties to this Agreement represent that there is no agreement or other obligation binding upon it, which, as such Party is presently aware, would limit the effectiveness or frustrate the purpose of this Agreement.

16.5 This Agreement may be amended only upon mutual agreement of the Parties, such amendment will not be effective until reduced in writing and executed by the Parties.

16.6 The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

16.7 The invalidity of one or more phrases, sentences, clauses, Sections or Articles contained in this Agreement shall not affect the validity of the remaining portions of this Agreement so long as the material purposes of this Agreement can be determined and carried out.
16.8 This Agreement will be executed in two or more counterparts, each of which is
deemed an original, but all constitute one and the same instrument.
IN WITNESS WHEREOF, the Parties have caused this Interconnection Agreement between LCRA Transmission Services Corporation and San Marcos Electric Utility, Texas to be executed in two (2) counterparts, each of which shall constitute an original, on the day and year first written above.

CITY OF SAN MARCOS, TEXAS

By: ____________________________

Title: Ass't City Manager

Date: 12.27.16

LCRA TRANSMISSION SERVICES CORPORATION

By: ____________________________

Title: LCRA VP Transmission Design and Protection

Date: JANUARY 17, 2017
## EXHIBIT A

<table>
<thead>
<tr>
<th>FACILITY SCHEDULE NO.</th>
<th>LOCATION OF POINT(S) OF INTERCONNECTION (# of Points)</th>
<th>INTERCONNECTION VOLTAGE (kV)</th>
<th>EFFECTIVE DATE OF INTERCONNECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Hilltop Substation (2)</td>
<td>138 kV</td>
<td>Date of restated agreement</td>
</tr>
<tr>
<td>2</td>
<td>Strahan Substation (1)</td>
<td>12.5 kV</td>
<td>April 18, 2013</td>
</tr>
<tr>
<td>3</td>
<td>McCarty Lane Substation (6)</td>
<td>12.5 kV</td>
<td>May 26, 2009</td>
</tr>
<tr>
<td>4</td>
<td>Ranch Road 12 Substation (1)</td>
<td>138 kV</td>
<td>Date of restated agreement</td>
</tr>
<tr>
<td>5</td>
<td>Redwood Substation (12)</td>
<td>2 @ 138kV; 10 @ 12.5kV</td>
<td>May 26, 2009</td>
</tr>
<tr>
<td>6</td>
<td>San Marcos Substation (4)</td>
<td>138 kV</td>
<td>Sept 26, 2014</td>
</tr>
<tr>
<td>7</td>
<td>Canyon Substation (4)</td>
<td>12.5 kV</td>
<td>May 26, 2009</td>
</tr>
</tbody>
</table>
FACILITY SCHEDULE NO. 1

1. **Name:** Hilltop Substation

2. **Facility Location:** The Hilltop Substation is located at 321 Lamar Ave., San Marcos, Hays County, Texas.

3. **Points of Interconnection:** There are two (2) Points of Interconnection in the Hilltop Substation generally described as:
   - where the jumper from LCRA TSC’s 138 kV operating bus connects to SMEU’s switch 2554
   - where the jumper from LCRA TSC’s 138 kV operating bus connects to SMEU’s switch 9554

4. **Transformation Services Provided by LCRA TSC:** No

5. **Metering Services Provided by LCRA TSC:** Yes, per separate Wholesale Metering Service Agreement

6. **Delivery Voltage:** 138 kV

7. **Metered Voltage and Location:** The metered voltage is 12.5 kV. The metering current transformers are located in bay 2 and bay 4 of the distribution system and in power transformer T2. The metering potential transformers are located on the 12.5 kV operating buses.

8. **One Line Diagram Attached:** Yes

9. **Description of Facilities Owned by Each Party:**

   San Marcos Electric Utilities owns:
   - The Hilltop Substation
     - Two (2) power transformers T1 and T2 with associated surge arresters, and protective relaying
     - Two (2) circuit switchers CS2555 and CS9555 with 138 kV disconnect switch 2554 and 9554
     - One (1) circuit switcher bypass switch 9557
     - All distribution circuit breakers
     - 12.5 kV steel structures, 12.5 kV operating and transfer buses, switches, insulators, fused cutouts, and distribution class surge arresters
     - One (1) 12.5 kV bus tie switch H165
     - One (1) 12.5 kV potential transformer PT2 with fuse F8
     - One (1) load management system LM
     - Three (3) Station Service SS1, SS2 and SS3 with associated fuses
• Control house with station battery
  Substation property, ground grid, gravel, fencing and other appurtenances

LCRA TSC owns:
• Two (2) 138 kV circuit breakers 9540 and 9550 with foundations and protective relaying
• Six (6) 138 kV switches 9539, 9541, 9543, 9549, 9551, and 9553
• Two (2) 138 kV dead-end towers with associated bus, insulators, and surge arresters SA6, SA7
• Two (2) coupling capacitor voltage transformers CCVT1 and CCVT2
• Two (2) wave traps with tuners WT1 and WT2
• One (1) 138 kV Operating Bus with associated steel supporting structures and insulators
• Jumpers from LCRA TSC’s 138 kV operating bus to the Points of Interconnection at SMEU’s disconnect switches 2554 and 9554
• Underfrequency relay panel
• One (1) 12.5 kV metering potential transformer PT1 with fuse F2
• One (1) 138 kV bus potential transformer PT5
• One (1) 138 kV surge arrester SA5
• One (1) 138 kV motor operated switch 9538
• Two (2) 12.5 kV metering current transformers CT1 and CT3
• One (1) 138 kV relaying current transformer CT4
• One (1) 138 kV bus, bus differential and breaker failure relaying package.

10. **Operational Responsibilities of Each Party:** Each Party will be responsible for the operation of the equipment it owns. LCRA TSC shall operate the SMEU 138 kV equipment, including monitoring the SMEU power transformer alarms.

11. **Maintenance Responsibilities of Each Party:** Each Party will be fully responsible for the maintenance of the equipment it owns.

12. **Other Terms and Conditions:**
• The City and LCRA TSC are to share access to the substation by LCRA TSC locks in the gate and in the control house doors.
• SMEU will provide LCRA TSC access to 125 VDC and 120 VAC power. Circuits must have over current protection devices (OCPD) sized according to NEC standards. Panel boards containing the OCPD may belong to either SMEU (if space is available) or LCRA TSC.
• SMEU will provide LCRA TSC with floor space (as available and as necessary) in its control houses for the installation of LCRA TSC required relay panel boards and equipment.
• SMEU shall supply and provide metering current transformers from power transformer T2 for LCRA TSC metering.
• SMEU shall supply and provide 12.5 kV bus potential transformer PT2 for LCRA TSC metering.
• LCRA TSC will provide tripping and close inhibit contacts from LCRA TSC’s 138 kV differential & breaker failure relaying panel to SMEU’s circuit switcher CS2555 relaying panel.

• LCRA TSC will provide tripping and close inhibit contacts from LCRA TSC’s 138 kV bus differential & breaker failure relaying panel to SMEU’s circuit switcher CS9555 relaying panel.

• SMEU will provide breaker failure initiate contacts from SMEU’s 138 kV circuit switcher CS2555 relaying panel to LCRA TSC’s 138 kV bus differential & breaker failure relaying panel.

• SMEU will provide breaker failure initiate contacts from SMEU’s 138 kV circuit switcher CS9555 relaying panel to LCRA TSC’s 138 kV bus differential & breaker failure relaying panel.

• SMEU will supply and provide relaying current transformers from SMEU’s Transformer T2 for use by LCRA TSC in LCRA TSC’s 138 kV bus differential relaying scheme.

• LCRA TSC and SMEU shall design, provide, and coordinate their respective protection system equipment so that adjacent zones of protection overlap, in accordance with ERCOT Nodal Operating Guides.

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HILLTOP ONE-LINE DIAGRAM
FACILITY SCHEDULE NO. 2

1. **Name:** Strahan Substation

2. **Facility Location:** The Loop 82/Strahan Substation is located at 709 Aquarena Springs Dr. (Loop 82), San Marcos, Hays County, Texas.

3. **Point of Interconnection:** There is one (1) Point of Interconnection in the Strahan Substation: where the 12.5 kV bus terminates at the power transformer T-1 LV bushings.

4. **Transformation Services Provided by LCRA TSC:** Yes, per separate Transformation Service Agreement

5. **Metering Services Provided by LCRA TSC:** Yes, per separate Wholesale Metering Service Agreement

6. **Delivery Voltage:** 12.5 kV

7. **Metered Voltage and Location:** The metered voltage is 12.5 kV. The metering current transformers are located in T-1. The metering potential transformers are located on the 12.5 kV operating bus.

8. **One Line Diagram Attached:** Yes

9. **Description of Facilities Owned by Each Party:**
   
   San Marcos Electric Utilities owns:
   - The site (property), including site work, fence, foundations, and ground grid
   - Five (5) distribution circuit breakers ST-510, ST-520, ST-530, ST-550, ST-560
   - 15 kV (60:1 ratio) bus potential transformers
   - Six (6) distribution and total bays including A-frames, trusses, insulators, disconnect switches, surge arrester, 12.5 kV operating and transfer bus, bus potential transformers and metering current transformers
   - Control house with station battery

   LCRA TSC owns:
   - One (1) power transformer T-1 with associated surge arresters
   - One (1) 138 kV circuit switcher CS-9515 with bypass switch 9517 and disconnect switch 9512
   - Two (2) mobile transformer disconnect switches ST-582 and ST-585 on the ends of the 12.5 kV operating and transfer buses
   - Station Service equipment

10. **Operational Responsibilities of Each Party:** Each Party will be responsible for the operation of the equipment it owns.
11. **Maintenance Responsibilities of Each Party:** Each Party will be fully responsible for the maintenance of the equipment it owns.

12. **Other Terms and Conditions:**
   - The City and LCRA TSC are to share access to the substation by LCRA TSC locks in the gate and in the control house doors. SMEU will provide LCRA TSC access to 125 VDC. Circuits must have over current protection devices (OCPD) sized according to NEC standards. Panel boards containing the OCPD may belong to either SMEU (if space is available) or LCRA TSC.
   - LCRA TSC will provide SMEU access to 120 VAC power. Circuits must have over current protection devices (OCPD) sized according to NEC standards. Panel boards containing the OCPD may belong to either SMEU (if space is available) or LCRA TSC.
   - SMEU will provide LCRA TSC with floor space (as available and as necessary) in its control houses for the installation of LCRA TSC required relay panel boards and equipment.
   - LCRA TSC and SMEU shall design, provide, and coordinate their respective protection system equipment so that adjacent zones of protection overlap, in accordance with ERCOT Nodal Operating Guides.
1. **Name:** McCarty Lane Substation

2. **Facility Location:** The McCarty Lane Substation is located at 1502 E. McCarty Lane, San Marcos, Hays County, Texas.

3. **Points of Interconnection:** There are six (6) points of interconnection at McCarty Lane Substation generally described as:
   - where the incoming distribution line connects to the tubular bus between switches ML-31 and ML-33 at breaker ML-30.
   - where the jumper from breaker ML-30, passing through CT-5, connects to the 4 hole pad on switch ML-29.
   - where the jumper from breaker ML-30 connects to the 4 hole pad on switch ML-31.
   - where the incoming distribution line connects to the tubular bus between switches ML-41 and ML-43 at breaker ML-40.
   - where the jumper from breaker ML-40, passing through CT-6 connects to the 4 hole pad on switch ML-39.
   - where the jumper from breaker ML-40 connects to the 4 hole pad on switch ML-41.

4. **Transformation Services Provided by LCRA TSC:** Yes, per separate Transformation Service Agreement

5. **Metering Services Provided by LCRA TSC:** Yes, per separate Wholesale Metering Service Agreement

6. **Delivery Voltage:** 12.5 kV

7. **Metered Voltage and Location:** The metered voltage is 12.5 kV. The metering current transformers are located in the distribution bays ML-30 and ML-40. The metering potential transformers are located on the 12.5 kV operating bus.

8. **One Line Diagram Attached:** Yes

9. **Description of Facilities Owned by Each Party:**

   San Marcos Electric Utilities owns:
   - Two (2) distribution circuit breakers ML-30 and ML-40, and associated foundations, jumpers, relaying, control panels, and cabling
   - Six (6) riser pole distribution surge arresters at the feeder exits
   - Two (2) steel distribution structures for underground feeder exits
LCRA TSC owns:
McCarty Lane Substation including, but not limited to, the following items:
- 138 kV bus, switches, and structures for transformer PWT-1
- One (1) 138 kV circuit switcher CS-9655 with bypass switch 9657 and disconnect switch 9654
- One (1) power transformer PWT-1, T-1 with associated surge arresters
- Three (3) distribution and total bays including A-frames, trusses, insulators, disconnect switches, 12.5 kV operating and transfer bus, bus potential transformers and metering current transformers
- Station Service equipment
- Control house with station battery

10. **Operational Responsibilities of Each Party:** Each Party will be responsible for the operation of the equipment it owns.

11. **Maintenance Responsibilities of Each Party:** Each Party will be fully responsible for the maintenance of the equipment it owns.

12. **Other Terms and Conditions:**
- The City and LCRA TSC are to share access to the substation by LCRA TSC locks in the gate and in the control house doors.
- LCRA TSC will provide SMEU access to 125 VDC and 120 VAC power. Circuits must have over current protection devices (OCPD) sized according to NEC standards. Panel boards containing the OCPD may belong to either SMEU (if space is available) or LCRA TSC.
- LCRA TSC will provide SMEU with floor space (as available and as necessary) in its control houses for the installation of SMEU required relay panel boards and equipment.
- LCRA TSC and SMEU shall design, provide, and coordinate their respective protection system equipment so that adjacent zones of protection overlap, in accordance with ERCOT Nodal Operating Guides.
Point of Interconnection

McCarty Lane Substation

This is not a complete one-line diagram. For a complete one-line diagram of this substation, refer to DWG. S215-E-7.
FACILITY SCHEDULE NO. 4

1. **Name:** Ranch Road 12 Substation

2. **Facility Location:** The Ranch Road 12 Substation is located at 2701 RR 12, San Marcos, Hays County, Texas.

3. **Point of Interconnection:** There is one (1) point of interconnection at Ranch Road 12 Substation: generally described as where the jumper from the 138 kV bus at Ranch Road 12 connects to SMEU’s circuit switcher CS3955.

4. **Transformation Services Provided by LCRA TSC:** No

5. **Metering Services Provided by LCRA TSC:** Yes, per separate Wholesale Metering Service Agreement

6. **Delivery Voltage:** 138 kV

7. **Metered Voltage and Location:** The metered voltage is 12.5 kV. The metering current transformers are located in each distribution bay. The metering potential transformers are located on the 12.5 kV operating bus.

8. **One Line Diagram Attached:** Yes

9. **Description of Facilities Owned by Each Party:**

   San Marcos Electric Utility owns:
   - The site (property), including site work, fence, foundations, and ground grid
   - One (1) power transformer PWT-1, T-1 with associated surge arresters, and protective relaying
   - One (1) circuit switcher CS-3955
   - 138 kV transformer bus with associated steel structures, surge arresters, and insulators
   - Three (3) distribution bays including A-frames, trusses, insulators, disconnect switches, surge arresters, 12.5 kV operating and transfer bus
   - Three (3) distribution circuit breakers RR-30, RR-40, RR-60
   - Station Service equipment
   - Control house with station battery

   LCRA TSC owns:
   - One (1) 138 kV Operating Bus with associated steel supporting structures and insulators
   - Two (2) 138 kV line interrupting motor operated switches MO-3969 and MO-3959
• Two (2) 138 kV dead-end towers with associated main bus and insulators
• 12.5 kV bus potential transformers
• Underfrequency relay panel
• 12.5 kV metering current transformers CT-1, CT-3, CT-4

10. **Operational Responsibilities of Each Party:** Each Party will be responsible for the operation of the equipment it owns LCRA TSC shall operate the SMEU 138 kV equipment, including monitoring the SMEU power transformer alarms.

11. **Maintenance Responsibilities of Each Party:** Each Party will be fully responsible for the maintenance of the equipment it owns.

12. **Other Terms and Conditions**
   • The City and LCRA TSC are to share access to the substation by LCRA TSC locks in the gate and in the control house doors.
   • SMEU will provide LCRA TSC access to 125 VDC and 120 VAC power. Circuits must have over current protection devices (OCPD) sized according to NEC standards. Panel boards containing the OCPD may belong to either SMEU (if space is available) or LCRA TSC.
   • SMEU will provide LCRA TSC with floor space (as available and as necessary) in its control houses for the installation of LCRA TSC required relay panel boards and equipment.
   • LCRA TSC and SMEU shall design, provide, and coordinate their respective protection system equipment so that adjacent zones of protection overlap, in accordance with ERCOT Nodal Operating Guides.
FACILITY SCHEDULE NO. 5

1. **Name:** Redwood Substation

2. **Facility Location:** The Redwood Substation is located at 1375 Wonder World Drive, San Marcos, Hays County, Texas.

3. **Points of Interconnection:** There are a total of twelve (12) points of interconnection at Redwood Substation generally described as:
   - where the 138 kV transformer bus connects to Operating Bus #1 for PWT-2.
   - where the 138 kV transformer bus connects to Operating Bus #2 for PWT-2.
   - where the incoming distribution line connects to the tubular bus between switches RW-321 and RW-323 at breaker RW-320.
   - where the jumper from breaker RW-320, passing through CT-15, connects to the 4 hole pad on switch RW-319.
   - where the jumper from breaker RW-320 connects to the 4 hole pad on switch RW-321.
   - where the incoming distribution line connects to the tubular bus between switches RW-341 and RW-343 at breaker RW-340.
   - where the jumper from breaker RW-340, passing through CT-11, connects to the 4 hole pad on switch RW-339.
   - where the jumper from breaker RW-340 connects to the 4 hole pad on switch RW-341.
   - where the jumper from switch RW-202 connects to the 12.5 kV Operating bus for PWT-2, T-2.
   - where the jumper from switch RW-205 connects to the 12.5 kV Transfer bus for PWT-2, T-2.
   - where the jumper from switch RW-102 connects to the 12.5 kV Operating bus for PWT-2, T-2.
   - where the jumper from switch RW-105 connects to the 12.5 kV Transfer bus for PWT-2, T-2.

4. **Transformation Services Provided by LCRA TSC:** Yes for PWT-3, T-3 only, per separate Transformation Service Agreement

5. **Metering Services Provided by LCRA TSC:** Yes, per separate Wholesale Metering Service Agreement

6. **Delivery Voltage:** 138 kV for PWT-2; 12.5 kV for PWT-3

7. **Metered Voltage and Location:** The metered voltage is 12.5 kV. The metering current transformers are located in each individual bay. The metering potential transformers are located on the 12.5 kV operating buses.
8. **One Line Diagram Attached:** Yes

9. **Description of Facilities Owned by Each Party:**

San Marcos Electric Utility owns:
- One (1) power transformer PWT-2, T-2 with associated foundation, surge arresters, and protective relaying
- One (1) circuit switcher CS-8235 with bypass switch 8236. 138 kV transformer bus with associated steel structures for PWT-2, 138 kV operating bus disconnect switches 8237 and 8238, and insulators
- Three (3) distribution bays including A-frames, trusses, insulators, disconnect switches, surge arresters, 12.5 kV operating and transfer bus, and metering current transformers for PWT-2, T-2
- Disconnect switches in distribution bays 1-0 and 1-4

LCRA TSC owns:
- The Redwood Substation including, but not limited to, the following items:
  - One (1) 138 kV circuit switcher CS-19235 with bypass switch 19232 and disconnect switches 19237 and 19238
  - One (1) power transformer PWT-3, T-3 with associated surge arresters
  - Three (3) distribution and total bays including A-frames, trusses, insulators, disconnect switches, surge arresters, 12.5 kV operating and transfer bus, bus potential transformers and metering current transformers for PWT-3, T-3
  - One (1) total circuit breaker RW-330
  - Station Service equipment for PWT-3
  - 12.5 kV bus potential transformers for PWT-2, and PWT-3, and metering current transformers
  - Control house with station battery

10. **Operational Responsibilities of Each Party:** Each Party will be responsible for the operation of the equipment it owns. LCRA TSC shall operate the SMEU 138 kV equipment, including monitoring the SMEU power transformer alarms.

11. **Maintenance Responsibilities of Each Party:** Each Party will be fully responsible for the maintenance of the equipment it owns.

13. **Other Terms and Conditions:**
- The City and LCRA TSC are to share access to the substation by LCRA TSC locks in the gate and in the control house doors.
- LCRA TSC will provide SMEU access to 125 VDC and 120 VAC power. Circuits must have over current protection devices (OCPD) sized according to NEC standards. Panel boards containing the OCPD may belong to either SMEU (if space is available) or LCRA TSC.
• LCRA TSC will provide SMEU with floor space (as available and as necessary) in its control houses for the installation of SMEU required relay panel boards and equipment.

• LCRA TSC will provide tripping and close inhibit contacts from LCRA TSC’s 138 kV differential & breaker failure relaying panel to SMEU’s circuit switcher CS8235 relaying panel.

• SMEU will provide breaker failure initiate contacts from SMEU’s 138 kV circuit switcher CS8235 relaying panel to LCRA TSC’s 138 kV bus differential & breaker failure relaying panel.

• SMEU will supply and provide relaying current transformers from SMEU’s Transformer T2 for use by LCRA TSC in LCRA TSC’s 138 kV bus differential relaying scheme.

• LCRA TSC and SMEU shall design, provide, and coordinate their respective protection system equipment so that adjacent zones of protection overlap, in accordance with ERCOT Nodal Operating Guides.
FACILITY SCHEDULE NO. 6

1. **Name:** San Marcos Substation

2. **Facility Location:** The San Marcos Substation is located at 1301 River Road, San Marcos, Hays County, Texas.

3. **Points of Interconnection:** There are four (4) points of interconnection at San Marcos Substation generally described as:
   - where the jumper from switch 3942 on the transformer bus for power transformer T-1 connects to the 138 kV operating bus.
   - where the jumper from switch 3944 on the transformer bus for power transformer T-1 connects to the 138 kV transfer bus.
   - where the jumper from switch 4986 on the transformer bus for power transformer T-2 connects to the 138 kV operating bus.
   - where the jumper from switch 4987 on the transformer bus for power transformer T-2 connects to the 138 kV transfer bus.

4. **Transformation Services Provided by LCRA TSC:** No

5. **Metering Services Provided by LCRA TSC:** Yes, per separate Wholesale Metering Service Agreement

6. **Delivery Voltage:** 138 kV

7. **Metered Voltage and Location:** The metered voltage is 12.5 kV. The metering current transformers are located in the two power transformers (T-1 and T-2). The two metering potential transformers are located on the two 12.5 kV operating buses.

8. **One Line Diagram Attached:** Yes

9. **Description of Facilities Owned by Each Party:**

   San Marcos Electric Utilities owns:
   - Two (2) transformers T-1 and T-2 with associated surge arresters
   - Two (2) circuit switchers CS-4975 and CS-4985
   - Six (6) 138 kV disconnect switches 4974, 3942, 3944, 4984, 4986 and 4987.
   - Jumpers from the disconnect switches 3942, 3944, 4986 and 4987 to the Points of Interconnection at the 138 kV operating and transfer buses.
   - 138 kV transformer bus with associated steel structures and insulators
   - Two (2) 138 kV surge arresters SA-7 and SA-9
   - All distribution and total circuit breakers including jumpers, protective relay packages and foundations.
   - All distribution and total bays including A-frames, trusses, foundations,
- insulators, disconnect switches, surge arresters, 12.5 kV operating and transfer bus, and bus potential transformers
- Two (2) station service SS-1 and SS-2

LCRA TSC owns:
The San Marcos Substation including, but not limited to, the following items:
- The site (property), including site work, fence, gravel, ground grid and other appurtenances
- 138 kV operating and transfer bus
- One (1) 138 kV bus potential transformer PT-1
- One (1) 138 kV bus differential and breaker failure relaying scheme
- Two (2) metering package
- One (1) 138 kV surge arrester SA-6
- Underfrequency relay panel
- Control house and station battery

10. **Operational Responsibilities of Each Party:** Each Party will be responsible for the operation of the equipment it owns. LCRA TSC shall operate the SMEU 138 kV equipment, including monitoring the SMEU power transformer alarms.

11. **Maintenance Responsibilities of Each Party:** Each Party will be fully responsible for the maintenance of the equipment it owns.

12. **Other Terms and Conditions:**
- The City and LCRA TSC are to share access to the substation by LCRA TSC locks in the gate and in the control house doors.
- The City will supply and allow LCRA TSC use of its 12.5 kV bus potential transformers PT-3 and PT-4 for metering.
- The City will supply and allow LCRA TSC use of transformer T-1 and T-2 metering current transformers for its metering.
- The City will supply and allow LCRA TSC use of transformer T-1 and T-2 relaying current transformers for LCRA TSC’s bus differential & breaker failure relaying scheme.
- The City will provide breaker failure initiate contacts from its circuit switchers CS4975 and CS4985 relaying panel to LCRA TSC’s bus differential & breaker failure relaying panel.
- LCRA TSC will provide tripping and close inhibit contacts from its bus differential & breaker failure relaying panel to City’s circuit switchers CS4975 and CS4985 relaying panels.
- LCRA TSC will provide City access to 125 VDC and 120 VAC power. Circuits must have over current protection devices (OCPD) sized according to NEC standards. Panel boards containing the OCPD may belong to either LCRA TSC (if space is available) or City.
- The City will supply and allow LCRA TSC use of Station Service #1 and Station Service #2 for primary and backup station power.
• LCRA TSC and City shall design, provide, and coordinate their respective protection system equipment so that adjacent zones of protection overlap, in accordance with ERCOT Nodal Operating Guides.
• LCRA TSC will provide City with floor space (as available and as necessary) in its control house for the installation of City required panels and equipment.
1. **Name:** Canyon Substation

2. **Facility Location:** The Canyon Substation is located at 2349 N. IH 35, San Marcos, Hays County, Texas 78666.

3. **Points of Interconnection:** There are four (4) Points of Interconnection in the Canyon Substation generally described as:
   - where the jumper from the 12.5 kV operating bus bolts to the four hole pad on switch CA-9 at breaker CA-10.
   - where the jumper from the 12.5 kV transfer bus bolts to the four hole pad on switch CA-13 at breaker CA-10.
   - where the jumper from the 12.5 kV operating bus bolts to the four hole pad on switch CA-19 at breaker CA-20.
   - where the jumper from the 12.5 kV transfer bus bolts to the four hole pad on switch CA-23 at breaker CA-20.

4. **Transformation Services Provided by LCRA TSC:** Yes, per separate Transformation Service Agreement

5. **Metering Services Provided by LCRA TSC:** Yes, per separate Wholesale Metering Service Agreement

6. **Delivery Voltage:** 12.5 kV

7. **Metered Voltage and Location:** The metering voltage is 12.5 kV. The metering current transformer is located inside PWT-1, T-3. The bus potential transformer is located on the 12.5 kV operating bus.

8. **One Line Diagram Attached:** Yes

9. **Description of Facilities Owned by Each Party:**

   SMEU owns:
   - Three (3) distribution circuits including dead end insulators that attach to the dead end structure, conductors, and hardware
   - Two (2) distribution circuit breakers CA-10, and CA-20 including jumpers and protective relay packages
   - Three (3) distribution circuit breaker foundations in bays 1, 2 and 3
   - Three (3) surge arresters
   - Nine (9) hook switches
LCRA TSC owns:
The Canyon Substation including, but not limited to, the following items:

- One (1) circuit switcher CS-20975 with associated disconnect switch 20974 and bypass switch 20977
- One (1) power transformer PWT-1, T-3 with associated surge arresters
- Four (4) distribution and total bays including A-frames, trusses, insulators, disconnect switches, surge arresters, 12.5 kV operating and transfer bus, bus potential transformer, metering current transformers and associated cabling
- Three (3) hook switches
- One (1) air break switch
- Control house and battery bank
- Station Service

10. **Operational Responsibilities of Each Party:** Each Party will be responsible for the operation of the equipment it owns.

11. **Maintenance Responsibilities of Each Party:** Each Party will be fully responsible for the maintenance of the equipment it owns.

12. **Other Terms and Conditions:**

- The City and LCRA TSC are to share access to the substation by LCRA TSC locks in the gate and in the control house doors.
- LCRA TSC will provide SMEU access to 125 VDC and 120 VAC power. Circuits must have over current protection devices (OCPD) sized according to NEC standards. Panel boards containing the OCPD may belong to either SMEU (if space is available) or LCRA TSC.
- LCRA TSC will provide SMEU with floor space (as available and as necessary) in its control houses for the installation of SMEU required relay panel boards and equipment.
- LCRA TSC and SMEU shall design, provide, and coordinate their respective protection system equipment so that adjacent zones of protection overlap, in accordance with ERCOT Nodal Operating Guides.
BILL OF SALE

This Bill of Sale ("Bill of Sale") is made effective as of December 20, 2016 by City of San Marcos, San Marcos Electric Utility ("Seller" or "SMEU") and LCRA Transmission Services Corporation, a nonprofit company of the Lower Colorado River Authority, a conservation and reclamation district of the State of Texas, ("Purchaser" or "LCRA TSC").

RECITALS

Seller has agreed to sell and transfer, and Purchaser has agreed to purchase and accept the Assets described and listed in Schedule 1, Asset List which are owned by the Seller.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, the parties agree as follows:

1. **Transfer.** For the sum of $7,126.95 and other good and valuable consideration, the receipt of which is hereby acknowledged, Seller hereby sells, transfers and delivers to Purchaser all tangible personal property described and set forth in Schedule 1 attached hereto and incorporated herein, together with all and singular the rights and appurtences thereto in any way belonging, and Purchaser hereby purchases, accepts and acquires from Seller all such tangible personal property.

2. **Habendum.** To have and to hold the said tangible personal property and such rights and appurtenances unto Purchaser, its successors and assigns forever.

3. **Seller’s Representations.** Seller hereby represents and warrants that it is the lawful owner of all the tangible property set forth in Schedule 1, free and clear of all liens and that Seller will warrant and defend the same against the claims and demands of any and all persons.

4. **Further Assurances.** Seller hereby covenants to at any time, and from time to time upon written request, execute and deliver to Purchaser any new or confirmatory instruments and do and perform any other acts that Purchaser may request in order to fully assign and transfer to and vest in Purchaser and protect Purchaser’s right, title and interest in and enjoyment of, all the tangible personal property set forth in Schedule 1.

5. **PURCHASER AND SELLER AGREE THAT THE PERSONAL PROPERTY IS SOLD “AS IS” AND “WHERE IS”. PURCHASER AND SELLER FURTHER REPRESENT AND AGREE THAT NEITHER THE SELLER NOR ANY REPRESENTATIVE, AGENT OR BROKER OF SELLER MAKES OR HAS MADE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE WITH RESPECT TO THE PERSONAL PROPERTY. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PERSONAL PROPERTY PURCHASED HEREUNDER. SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR THE**
CORRECTNESS OF OR BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, DESCRIPTION, SIZE, QUALITY, GENUINENESS, RARITY, IMPORTANCE, ATTRIBUTION, PROVENANCE, REPRODUCTION RIGHTS, CONDITION, EXHIBITIONS OR LITERARY OR HISTORICAL RELEVANCE CONCERNING THE PERSONAL PROPERTY. PURCHASER AND SELLER REPRESENT, COVENANT AND AGREE THAT NO STATEMENT MADE AT OR PRIOR TO THE SALE OR IN THIS BILL OF SALE OR ELSEWHERE SHALL BE DEEMED SUCH A WARRANTY OR REPRESENTATION OR AN ASSUMPTION OF LIABILITY. SELLER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE FITNESS, QUALITY, DESIGN, CONDITION, SUITABILITY, MERCHANTABILITY, PERFORMANCE OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PERSONAL PROPERTY DESCRIBED ABOVE. ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED BY SELLER, AND SUCH DISCLAIMER IS SPECIFICALLY AGREED TO AND ACCEPTED BY PURCHASER.

Further, Purchaser represents and agrees that it is familiar with equipment or property such as that being purchased hereunder. Purchaser represents and agrees that it has had, and does have, the opportunity and right to inspect the personal property Purchaser is purchasing from Seller prior to such purchase and prior to the delivery of this Bill of Sale, and that Purchaser has exercised the right to inspect to the extent it desires and deems necessary.

6. All references to “Seller” and “Purchaser” herein include their respective nominees, successors and/or assigns.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first above written.

CITY OF SAN MARCOS, SAN MARCOS ELECTRIC UTILITY

By: [Signature]
Name: Steve Farlow
Title: Asst City Manager

Accepted by:
LCRA TRANSMISSION SERVICES CORPORATION

By: [Signature]
Sergio Garza.
LCRA Vice President, Transmission Design and Protection
Item Reference is made to LCRA Agreement dated June 14, 1994 - Hilltop Substation

### Item #12 - busses and connections, aluminum tubing

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Net Book Value $3,270.60 2016

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$154.38 7 24

Net Book Value $2,099.39 2016

Hilltop Net Book Value $5,369.99 Total
RESOLUTION NO. 2019-57R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING AN AMENDED AND RESTATED INTERCONNECTION AGREEMENT WITH THE LCRA TRANSMISSION SERVICES CORPORATION ("LCRA TSC") WHICH INCLUDES, AMONG OTHER ITEMS, THE ADDITION OF A MOBILE TRANSFORMER TAP AT THE RANCH ROAD 23 SUBSTATION; APPROVING AN ASSOCIATED BILL OF SALE TO TRANSFER CERTAIN BULK ELECTRIC SYSTEM COMPONENTS AT THE HILLTOP AND STRAHAAN SUBSTATIONS TO LCRA TSC; AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE SAID AMENDED AND RESTATED INTERCONNECTION AGREEMENT AND BILL OF SALE ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The attached Amended and Restated Interconnection Agreement and Bill of Sale are hereby approved.

PART 2. The City Manager, or his designee, is authorized to execute said Amended and Restated Interconnection Agreement and Bill of Sale on behalf of the City.

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

ADOPTED on April 2, 2019.

Jane Hughson
Mayor

Attest:

Jamie Lee Case
City Clerk
FIRST AMENDMENT TO AMENDED AND
RESTATED INTERCONNECTION
AGREEMENT

This First Amendment to the Amended and Restated Interconnection Agreement ("this Agreement") is entered into this 13th day of May, 2019, by and between the City of San Marcos, Texas (San Marcos Electric Utility or "SMEU" or "City") and LCRA Transmission Services Corporation ("LCRA TSC"), referred to individually as "Party" and collectively as "Parties".

WHEREAS, LCRA TSC will purchase the control house and other appurtenances from SMEU, at Hilltop substation;

WHEREAS, LCRA TSC will purchase the control house and other appurtenances from SMEU, at Strahan Substation; and,

WHEREAS, SMEU has installed a new power transformer (PWT), at Ranch Road 12 Substation.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions herein set forth, the Parties agree to amend the Agreement as follows:

1. Exhibit "A" is deleted in its entirety, and the Exhibit "A" attached to this First Amendment is added to the Agreement in lieu thereof.

2. Facility Schedule No. 1, (including the diagrams attached thereto) is deleted in its entirety, and Facility Schedule No. 1 attached to this First Amendment is added to the Agreement in lieu thereof.

3. Facility Schedule No. 2, (including the diagrams attached thereto) is deleted in its entirety, and Facility Schedule No. 2 attached to this First Amendment is added to the Agreement in lieu thereof.

4. Facility Schedule No. 4, (including the diagrams attached thereto) is deleted in its entirety, and Facility Schedule No. 4 attached to this First Amendment is added to the Agreement in lieu thereof.

Except as otherwise expressly provided for herein, the Agreement will continue in full force and effect in accordance with its terms.

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IN WITNESS WHEREOF, the Parties have caused this First Amendment between LCRA Transmission Services Corporation and San Marcos Electric Utility, Texas to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

CITY OF SAN MARCOS, TEXAS

By: __________________________
Name: Bert Lumbreras
Title: City Manager, City of San Marcos, Texas
Date: 05/14/19

LCRA TRANSMISSION SERVICES CORPORATION

By: __________________________
Name: Sergio Garza, P.E.
Title: LCRA Vice President, Transmission Design and Protection
Date: 05/13/2019
**EXHIBIT A**

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<th>INTERCONNECTION VOLTAGE (kV)</th>
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FACILITY SCHEDULE NO. 1

1. Name: Hilltop Substation

2. Facility Location: The Hilltop Substation is located at 321 Lamar Ave., San Marcos, Hays County, Texas.

3. Points of Interconnection: There are two (2) Points of Interconnection in the Hilltop Substation generally described as:
   - where the jumper from LCRA TSC’s 138-kV operating bus connects to SMEU’s switch 2554
   - where the jumper from LCRA TSC’s 138-kV operating bus connects to SMEU’s switch 9554

4. Transformation Services Provided by LCRA TSC: No

5. Metering Services Provided by LCRA TSC: Yes, per separate Wholesale Metering Service Agreement

6. Delivery Voltage: 138-kV

7. Metered Voltage and Location: The metered voltage is 12.5-kV. The metering current transformers are located in bay 2 and bay 4 of the distribution system and in power transformer T2. The metering potential transformers are located on the 12.5-kV operating buses.

8. One Line Diagram Attached: Yes

9. Description of Facilities Owned by Each Party:

San Marcos Electric Utilities owns:
   The Hilltop Substation
   - Two (2) power transformers T1 and T2 with associated surge arresters, and protective relaying
   - Two (2) circuit switchers CS2555 and CS9555 with 138-kV disconnect switch 2554 and 9554
   - One (1) circuit switcher bypass switch 9557
   - All distribution circuit breakers
   - 12.5-kV steel structures, 12.5-kV operating and transfer buses, switches, insulators, fused cutouts, and distribution class surge arresters
   - One (1) 12.5-kV bus tie switch H165
   - One (1) 12.5-kV potential transformer PT2 with fuse F8
   - One (1) load management system LM
• Three (3) Station Service SS1, SS2 and SS3 with associated fuses
• Substation property, ground grid, gravel, fencing, and other appurtenances

LCRA TSC owns:
• Two (2) 138-kV circuit breakers 9540 and 9550 with foundations and protective relaying
• Six (6) 138-kV switches 9539, 9541, 9543, 9549, 9551, and 9553
• Two (2) 138-kV dead-end towers with associated bus, insulators, and surge arresters SA6, SA7
• Two (2) coupling capacitor voltage transformers CCVT1 and CCVT2
• Two (2) wave traps with tuners WT1 and WT2
• One (1) 138-kV Operating Bus with associated steel supporting structures and insulators
• Jumpers from LCRA TSC’s 138-kV operating bus to the Points of Interconnection at SMEU’s disconnect switches 2554 and 9554
• Underfrequency relay panel
• One (1) 12.5-kV metering potential transformer PT1 with fuse F2
• One (1) 138-kV bus potential transformer PT5
• One (1) 138-kV surge arrester SA5
• One (1) 138-kV motor operated switch 9538
• Two (2) 12.5-kV metering current transformers CT1 and CT3
• One (1) 138-kV relaying current transformer CT4
• One (1) 138-kV bus, bus differential and breaker failure relaying package.
• Control House with station battery and charger, HVAC, and other appurtenances.
• One (1) AC distribution panel
• Two (2) DC distribution panels

10. **Operational Responsibilities of Each Party:** Each Party will be responsible for the operation of the equipment it owns. LCRA TSC shall operate the SMEU 138-kV equipment, including monitoring the SMEU power transformer alarms.

11. **Maintenance Responsibilities of Each Party:** Each Party will be fully responsible for the maintenance of the equipment it owns.

12. **Other Terms and Conditions:**
• SMEU and LCRA TSC are to share access to the substation by LCRA TSC locks in the gate and in the control house doors.
• LCRA TSC will provide SMEU access to 125 VDC and 120 VAC power. Circuits must have over current protection devices (OCPD) sized according to NEC standards. Panel boards containing the OCPD may belong to either LCRA TSC (if space is available) or SMEU.
• LCRA TSC will provide SMEU access to 120 VAC power. Circuits must have over current protection devices (OCPD) sized according to NEC standards. Panel boards containing the OCPD may belong to either SMEU (if space is available) or LCRA TSC.
• LCRA TSC will provide SMEU with floor space (as available and as necessary) in its control houses for the installation of SMEU required relay panel boards and equipment.
• SMEU shall supply and provide metering current transformers from power transformer T2 for LCRA TSC metering.
• SMEU shall supply and provide 12.5-kV bus potential transformer PT2 for LCRA TSC metering.
• LCRA TSC will provide tripping and close inhibit contacts from LCRA TSC’s 138-kV differential & breaker failure relaying panel to SMEU’s circuit switcher CS2555 relaying panel.
• LCRA TSC will provide tripping and close inhibit contacts from LCRA TSC’s 138-kV bus differential & breaker failure relaying panel to SMEU’s circuit switcher CS9555 relaying panel.
• SMEU will provide breaker failure initiate contacts from SMEU’s 138-kV circuit switcher CS2555 relaying panel to LCRA TSC’s 138-kV-bus differential & breaker failure relaying panel.
• SMEU will provide breaker failure initiate contacts from SMEU’s 138-kV circuit switcher CS9555 relaying panel to LCRA TSC’s 138-kV bus differential & breaker failure relaying panel.
• SMEU will supply and provide relaying current transformers from SMEU’s Transformer T2 for use by LCRA TSC in LCRA TSC’s 138-kV bus differential relaying scheme.
• LCRA TSC and SMEU shall design, provide, and coordinate their respective protection system equipment so that adjacent zones of protection overlap, in accordance with ERCOT Nodal Operating Guides.

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HILTOP ONE-LINE DIAGRAM
FACILITY SCHEDULE NO. 2

1. **Name:** Strahan Substation

2. **Facility Location:** The Loop 82/Strahan Substation is located at 709 Aquarena Springs Dr. (Loop 82), San Marcos, Hays County, Texas.

3. **Point of Interconnection:** There is one (1) Point of Interconnection in the Strahan Substation: where the 12.5-kV bus terminates at the power transformer T1 LV bushings.

4. **Transformation Services Provided by LCRA TSC:** Yes, per separate Transformation Service Agreement

5. **Metering Services Provided by LCRA TSC:** Yes, per separate Wholesale Metering Service Agreement

6. **Delivery Voltage:** 12.5-kV

7. **Metered Voltage and Location:** The metered voltage is 12.5-kV. The metering current transformers are located in T1. The metering potential transformers are located on the 12.5-kV operating bus.

8. **One Line Diagram Attached:** Yes

9. **Description of Facilities Owned by Each Party:**

   San Marcos Electric Utilities owns:
   - Substation property, ground grid, gravel, fencing, and other appurtenances
   - Five (5) distribution circuit breakers ST510, ST520, ST530, ST550, and ST560
   - 15-kV (60:1 ratio) bus potential transformers
   - Six (6) distribution and total bays including A-frames, trusses, insulators, disconnect switches, surge arresters, 12.5-kV operating and transfer bus, bus potential transformers, and metering current transformers

   LCRA TSC owns:
   - One (1) 138-kV Ring bus including structures, insulators, hardware, foundations, and jumpers
   - Three (3) 138-kV circuit breakers 9720, 9730 and 10780 with foundations and protective relaying
   - Six (6) 138-kV switches 9719, 9721, 9729, 9731, 10779, and 10781
   - One (1) power transformer T1 with associated surge arresters
   - Two (2) coupling capacitor voltage transformers CCVT1 and CCVT2
   - Two (2) wave traps with tuners WT1 and WT2
   - One (1) 138-kV circuit switcher CS9515 with bypass switch 9517 and disconnect switch 9512
• Two (2) mobile transformer disconnect switches ST582 and ST585 on the ends of the 12.5-kV operating and transfer buses
• Station Service equipment
• Control house with station battery and charger, HVAC and other appurtenances.
• Two (2) AC distribution panels
• Two (2) DC distribution panels

10. **Operational Responsibilities of Each Party:** Each Party will be responsible for the operation of the equipment it owns.

11. **Maintenance Responsibilities of Each Party:** Each Party will be fully responsible for the maintenance of the equipment it owns.

12. **Other Terms and Conditions:**
   • The City and LCRA TSC are to share access to the substation by LCRA TSC locks in the gate and in the control house doors.
   • LCRA TSC will provide SMEU access to 125 VDC. Circuits must have over current protection devices (OCPD) sized according to NEC standards. Panel boards containing the OCPD may belong to either SMEU (if space is available) or LCRA TSC.
   • LCRA TSC will provide SMEU access to 120 VAC power. Circuits must have over current protection devices (OCPD) sized according to NEC standards. Panel boards containing the OCPD may belong to either SMEU (if space is available) or LCRA TSC.
   • LCRA TSC will provide SMEU with floor space (as available and as necessary) in its control houses for the installation of LCRA TSC required relay panel boards and equipment.
   • LCRA TSC and SMEU shall design, provide, and coordinate their respective protection system equipment so that adjacent zones of protection overlap, in accordance with ERCOT Nodal Operating Guides.

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FACILITY SCHEDULE NO. 4

1. Name: Ranch Road 12 Substation

2. Facility Location: The Ranch Road 12 Substation is located at 2701 RR 12, San Marcos, Hays County, Texas.

3. Point of Interconnection: There is one (1) point of interconnection at Ranch Road 12 Substation: where the jumper from LCRA TSC’s 138-kV operating bus connects to SMEU’s switch 30154.

4. Transformation Services Provided by LCRA TSC: No

5. Metering Services Provided by LCRA TSC: Yes, per separate Wholesale Metering Service Agreement

6. Delivery Voltage: 138-kV

7. Metered Voltage and Location: The metered voltage is 12.5-kV. The metering current transformers are located in T2. The metering potential transformers are located on the 12.5-kV operating bus.

8. One Line Diagram Attached: Yes

9. Description of Facilities Owned by Each Party:

San Marcos Electric Utility owns:
- Substation property, ground grid, gravel, fencing, and other appurtenances
- One (1) power transformer T2 with associated surge arresters and protective relaying
- One (1) circuit switchers CS30155 with 138-kV disconnect switch 30154
- One (1) circuit switcher bypass switch 30157
- Three (3) distribution bays including A-frames, trusses, insulators, disconnect switches, surge arresters, and 12.5-kV operating and transfer bus
- 12.5-kV bus potential transformers
- Three (3) distribution circuit breakers RR80, RR90, and RR100
- Station Service equipment
- Control house with station battery and charger
- AC and DC distribution panels

LCRA TSC owns:
- One (1) 138-kV Operating bus including structures, insulators, hardware, foundations, and jumpers
- Two (2) 138-kV line interrupting motor operated switches MO3969 and MO3959
- Two (2) 138-kV dead-end towers with associated foundations, insulators and
jumpers
- Underfrequency relay panel

10. **Operational Responsibilities of Each Party:** Each Party will be responsible for the operation of the equipment it owns. LCRA TSC shall operate the SMEU 138-kV equipment, including monitoring the SMEU power transformer alarms.

11. **Maintenance Responsibilities of Each Party:** Each Party will be fully responsible for the maintenance of the equipment it owns.

12. **Other Terms and Conditions**
- SMEU and LCRA TSC are to share access to the substation by LCRA TSC locks in the gate and in the control house doors.
- SMEU will provide LCRA TSC access to 125 VDC and 120 VAC power. Circuits must have over current protection devices (OCPD) sized according to NEC standards. Panel boards containing the OCPD may belong to either SMEU (if space is available) or LCRA TSC.
- SMEU will provide LCRA TSC with floor space (as available and as necessary) in its control houses for the installation of LCRA TSC required relay panel boards and equipment.
- SMEU shall supply and provide metering current transformers from power transformer T2 for LCRA TSC metering.
- SMEU shall supply and provide 12.5-kV bus potential transformer PT2 for LCRA TSC metering.
- LCRA TSC and SMEU shall design, provide, and coordinate their respective protection system equipment so that adjacent zones of protection overlap, in accordance with ERCOT Nodal Operating Guides.

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BILL OF SALE

This Bill of Sale dated as of this 2\textsuperscript{nd} day of February, 2019 is from City of San Marcos, Texas (San Marcos Electric Utility or “SMEU” or “City”) (“Seller”), to LCRA Transmission Services Corporation, a non-profit corporation and instrumentality of the Lower Colorado River Authority, a conservation and reclamation district of the State of Texas, (“Purchaser”).

For and in consideration of $10,248.13, cash paid in hand, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller grants, bargains, and conveys to Purchaser all of Seller’s right, title, powers, privileges and interests in, and to, Seller’s improvements to real property as are more particularly described in Exhibit “A” attached hereto and incorporated by reference herein (the “Assets”). The following additional terms and conditions also apply.

1. **Effective Time.** The effective time of this Bill of Sale is 12:01 a.m. on February 12\textsuperscript{th}, 2019 (“Effective Time”).

2. **Assignment of Warranties.** Seller hereby assigns to Purchaser any warranties or other rights or remedies Seller may have against contractors, suppliers and manufacturers who have performed work on, or supplied equipment to, the Assets.

3. **Liens.** Seller represents and warrants that it is the lawful owner of the Assets, and will transfer the Assets free and clear of any and all liens and encumbrances.

3. **Governing Law.** This Bill of Sale will be governed by and interpreted in accordance with the laws of State of Texas, without reference to principles that could refer to the law of another jurisdiction. The parties agree that any legal action or proceeding relating to this Bill of Sale or any other agreements mentioned in or contemplated by this Bill of Sale shall be instituted only in a court of competent jurisdiction in Travis County, Texas. THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THIS BILL OF SALE.

4. **Successors and Assigns.** The terms and provisions of this Bill of Sale will extend to and inure to the benefit of and be binding upon the parties, their respective successors and assigns.

5. **Counterparts.** This Bill of Sale may be executed in several counterparts, all of which are identical. All such counterparts together will constitute one and the same instrument.
The duly authorized representatives of the parties have signed this Bill of Sale on the dates indicated in the acknowledgements below, effective as of the Effective Time.

Seller:
City of San Marcos, Texas

By: [Signature]
Name: Tyler J. Hjorth, P.E.
Title: Assistant Director-Electric Utility
Date: April 3, 2019

Purchaser:
LCRA Transmission Services Corporation

By: [Signature]
Name: Sergio Garza, P.E.
Title: LCRA Vice President
       Transmission Design and Protection
Date: February 21, 2019
EXHIBIT A

ASSETS

**Hill Top Substation Assets:**

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**Strahan Substation Assets:**

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AGENDA CAPTION:
Consider approval of Resolution 2020-22R, approving the purchase of a Front End Loader from Waukesha-Pearce, Inc. through the Sourcewell Cooperative for use by the Transportation Department in the amount of $167,150; authorizing the City Manager or his designee to execute all appropriate documents to complete the purchase; and declaring an effective date.

Meeting date: February 4, 2020

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

Amount & Source of Funding
Funds Required: $167,150.00
Account Number: 20006300.60125
Funds Available: $170,000
Account Name: Equipment

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.
Background Information:
The City of San Marcos is authorized by the Local Government Code, Chapter 271, to participate in cooperative purchasing programs. The Sourcewell Cooperative has awarded contract #032119-KOM for Heavy Construction Equipment and Related Accessories, Attachments and Supplies to Waukesha-Pearce Industries, Inc a distributor of Komatsu America located in San Antonio, Texas.

Through this Sourcewell contract, we are purchasing a new Komatsu front end wheel loader with a 2.5 yard bucket with coupler forks which will be used by the Drainage Division to haul dirt and debris from drainage channels or detention ponds in the City. It will also be used for loading street sweeping spoils into dump trucks which will then be hauled to Texas Disposal Service.

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

Alternatives:
Rental of Equipment for this purpose, but required duration would be far more expensive than purchase

Recommendation:
Recommend approval of award to purchase through Sourcewell Cooperative a Komatsu Wheel Loader from Waukesha-Pearce Industries, Inc.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING THE PURCHASE OF A FRONT-END LOADER FROM WAUKESHA-PEARCE INDUSTRIES, INC. THROUGH THE SOURCEWELL COOPERATIVE FOR USE BY THE TRANSPORTATION DEPARTMENT IN THE AMOUNT OF $167,150.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL APPROPRIATE DOCUMENTS TO COMPLETE THE PURCHASE; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The purchase of a front-end loader from Waukesha-Pearce Industries, Inc. through the Sourcewell Cooperative for use by the Transportation Department in the amount of $167,150.00 is approved.

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

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


Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk
We at WPI are pleased to offer you the following equipment for your consideration. Unit is priced per Sourcewell Contract. Sourcewell contract number: 032119-KOM

2019 New KOMATSU WA270-8 S/N tbd

- CAB / Air
- Coupler included
- 60” forks included
- 2.5yd bucket included

**WARRANTY:** 1 Yr / Unlimited Hrs Complete Machine

**EXTENDED WARRANTY:** 3 yr / 5,000 hr Powertrain Plus Hydraulics

**Total Sales Price (Ea) $167,150.00**

* 1 hour of drive time or 45 miles each way is included as part of the Komatsu Care program per service, you will be responsible for overages at a rate of $112 per hour & $3.50 per mile

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<td><strong>Total Sales Price</strong></td>
<td><strong>$167,150.00</strong></td>
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</tbody>
</table>

We look forward to your valued order. If you have any questions or comments please feel free to contact me at 512-956-1857 or cameron.dunk@wpi.com

Regards,
Cameron Dunk

---

CUSTOMER HAS READ, UNDERSTANDS AND ACKNOWLEDGES THE TERMS / CONDITIONS AS SET FORTH IN THIS DOCUMENT. This quote becomes a sales order upon written acceptance by BOTH parties subject to those terms and conditions. This order is not valid unless accepted by an authorized WPI Manager.

Accepted: WAUKEsha-PEARCE INDUSTRIES, LLC

By: __________________________________________   X ______________________________

Title: ______________________  Date: ______________

Accepted: CITY OF SAN MARCOS

By: __________________________________________

Title: ______________________  Date: ______________
ACCEPTANCE: Unless otherwise noted, this quotation expires in 30 days from the date of quotation.

PAYMENT TERMS: Payment in full is due upon delivery.

TRADE-IN EQUIPMENT: Purchaser warrants the trade-in equipment as shown is free and clear of all encumbrances and/or liens except in the amounts shown for "pay-off" as of the date of the quotation.

TAXES: Any taxes listed upon this quotation are estimates only and are subject to change. Purchaser shall reimburse Waukesha-Pearce Industries, Inc. (WPI) for all taxes incident to this transaction for which WPI is compelled to collect.

DELIVERY: Any delivery quoted is an estimate only. WPI assumes no liability for delays in delivery.

VALIDITY: This quotation is not binding on either WPI or the purchaser until it is accepted and validated, in writing by both parties, as a sales order. Whereupon, it becomes subject to all terms and conditions of a sales order as set forth below.

Sales Order Terms & Conditions

WARRANTIES: WPI makes no express warranties unless same appear in writing, are signed by WPI and specifically refer to said equipment and to this sales order. NO WARRANTY IS MADE THAT THE EQUIPMENT WILL SUIT CUSTOMER'S PURPOSE, THE SELECTION OF THE EQUIPMENT HAVING BEEN MADE BY CUSTOMER. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE EQUIPMENT OR, IF NEW EQUIPMENT, BEYOND THE MANUFACTURER'S WARRANTY. WPI MAKES NO WARRANTY AS TO THE PRODUCTIVITY OF THE EQUIPMENT. UNDER NO CIRCUMSTANCES SHALL WPI BE LIABLE FOR LOSS OF USE, DOWN-TIME OR ANY OTHER CONSEQUENTIAL DAMAGES.

DAMAGE TO THE EQUIPMENT: Customer shall assume liability and full responsibility for any damage (other than normal wear and tear) to or loss of the Equipment from the time it is shipped from WPI's place of storage.

TAXES: Customer shall pay all taxes, assessments, fees and penalties which may be levied or assessed on or in respect to the operation, leasing, possession or use of the Equipment. Customer shall provide, at its own expense, all permits and licenses necessary for the operation and use of the Equipment. Customer shall comply with all laws, regulations, and ordinances applicable to the use, possession and operation of the Equipment, and shall indemnify, defend and hold WPI harmless from any consequences of Customer's noncompliance.

INSURANCE: Customer, at its own expense, shall maintain in force adequate public liability insurance against bodily injury, death, and property damage resulting from the use or operation of the Equipment from the time that it is shipped from WPI's place of storage. Customer also agrees to keep the Equipment insured in accordance with the terms and conditions of any third party leasing company or finance company that has an interest in the Equipment. Until such time that the equipment has been fully settled and paid, customer agrees to insure the Equipment at its full replacement value against any loss or damage through accident, fire, weather condition, theft or malicious destruction. In addition, Customer shall adequately insure the Equipment against any other insurable risks to which the Equipment is exposed and those which WPI may designate. All such policies shall be subject to WPI's approval and shall be payable to or on behalf of WPI and Customer, as their interests appear. CUSTOMER SHALL DELIVER TO WPI CERTIFICATES OF SUCH INSURANCE. CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD WPI HARMLESS FROM ANY INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM CUSTOMER'S OPERATION OF THE EQUIPMENT, INCLUDING CLAIMS ARISING OUT OF WPI'S ALLEGED NEGLIGENCE. It is the Customer's responsibility to maintain insurance from the point of shipment.

OWNERSHIP: Title to the Equipment shall remain vested in WPI until Customer settles for same by executing a cash payment, executing lease documents to transfer title to a third party leasing company or executing finance documents with a third party finance company. In the event of such financing, Customer hereby acknowledges that its rights under this sales order are subject and subordinate to the rights of the holder of security interest in the equipment. Customer further agrees that WPI has the right to assign its rights under this order, and in the event of such assignment and receipt of notice thereof Customer shall make any payment due to WPI unconditionally directly to such assignee.

DEFAULT: This sales order is entered into in good faith between Customer and WPI and both parties agree to perform their duties hereunder. Time is of the essence, and Customer shall make all payments when due. Failure to make any such payment when due shall constitute a default. UPON CUSTOMER'S DEFAULT, WPI MAY TERMINATE THIS ORDER, WHEREUPON CUSTOMER'S RIGHT TO THE EQUIPMENT SHALL CEASE FORTHWITH, but Customer shall remain liable to WPI for all unpaid payments due hereunder to and including the full sales price indicated plus any incidental expenses or legal costs incurred. WPI may proceed by appropriate court action to enforce performance by Customer of the terms of this sales order, or to recover for the breach thereof. WPI's rights hereunder are cumulative and not alternative. WPI may waive any default or remedy without waiving any prior or subsequent default or remedy or without waiving any claim for damages

DOCUMENTATION: Customer agrees on demand to execute and deliver to WPI such additional forms and documents (such as a Financing Statement, Request for information, and Request for Statement of Account) as may be reasonably required by WPI to consummate this order when accepted.

PAYMENT OF MONIES: All sums of money payable by Customer under the terms of this order shall be due and payable at the location specified by the actual billing received from WPI in lawful money of the United States, and will be subject to a late charge of up to and including the maximum allowed by law after maturity until paid. Should any legal proceedings be instituted by WPI to recover monies due and to become due hereunder Customer shall pay a reasonable sum as attorney's fees.

CONSTITUTION OF AGREEMENT: This order, when accepted by WPI, shall constitute the entire agreement of the parties, and Customer agrees that WPI is not bound by any representative or terms made by any officer, agent or employee of WPI relative to this transaction which are not embodied herein; and this order may be modified or rescinded only by a writing signed by both parties hereto.

LAWFUL ENFORCEMENT: This sales order and the ensuing sales transaction shall be governed by and construed under the laws of the State of Texas.

IRC SEC 1031 EXCHANGE NOTIFICATION: Waukesha-Pearce Industries, Inc. has assigned its rights to sell its rental equipment (as described herein) to North Star Deferred Exchange. This assignment has no effect on your rights or obligations hereunder.
ENGINE

Model: Komatsu SAA6D107E-3
Type: Water-cooled, 4-cylinder, after-cooled, cooled EGR
Aspiration: Variable geometry turbo-charged
Number of cylinders: 4
Bore: 107 mm (4.21"
Stroke: 124 mm (4.86"
Piston displacement: 6.69 ft³ (403 in³)
Governor: All-speed, electronic
Horsepower: Gross 170 HP / 165 HP
Rated rpm: 2100 rpm
Max power - ISO 14396: 126 kW / 199 HP @ 1900 rpm
Fan drive method for radiator cooling: Direct injection
Fuel system: Electronic fuel injection

AXLES AND FINAL DRIVES

Drive system: Four-wheel drive
Front: Fixed, semi-floating
Rear: Center-pin support, semi-floating, 24° total oscillation
Reduction gear: Spiral bevel gear
Differential gear: Torque proportioning
Final reduction gear: Planetary gear, single reduction

BRAKES

Service brakes: Hydraulically actuated, wet disc brakes actuate on four wheels
Parking brake: Wet, multi-disc brake on transfer output shaft
Secondary brake: Parking brake is commonly used

STANDARD EQUIPMENT

- 2 spool valve for boom and bucket control
- Alternator: 24 V / 90 A
- Automatic hydraulically driven fan with automatic reverse rotation
- Back-up alarm
- Batteries: 2 x 12V (2), 680 CCA
- Battery disconnected
- Boom kick-out, in-cab adjustable
- Bucket positioner
- Color, rear-view camera and monitor
- Counterweight, standard and additional
- Electronically Controlled Suspension System
- Engine: Komatsu SAA6D107E-3 diesel
- Engine shut-off system, electric
- Equipment Management Monitoring System (EMMS)
  - Lights: central warning, brake oil pressure, engine oil pressure, parking brake, cooling fan reverse, KDPE restriction, seat belt caution, Komtrax message
  - Gauges: (DEF level, Engine water temperature, ecology, Fuel level, HST oil temperature, speedometer/tachometer), variable speed display
- Front fenders
- Fuel pre-filter with water separator
- Horn, electric
- Hydraulic transmission
- Komatsu SmartLoader Logic
- Komatsu Auto Idle Shutdown
- KOMTRAX® Level 5
- Lift cylinders and bucket cylinder
- Lights: Back-up light, Stop and tail light, Turn signal lamps, 2 front and 2 rear with hazard switch, Working lights, halogen, 2 front cab mount, Working lights, halogen, 2 front fender mount, Working lights, halogen, 2 rear grill mount, Loader linkage with standard lift arm, Multifunction mono-lever loader control with transmission F/R switch, Parking brake, electric, Radiator, wider core, Radiator mask, swing up, Rear view mirrors, outside (2) inside (2), Rims for 20.5-25 tires
- ROPS/FOPS Cab Level 2
  - 2 x DC12V electrical outlets
  - Ashtray
  - Auto air conditioner
  - Cigarette lighter, 24V
  - Color LCD/TFT multi-monitor
  - Cup holder
  - Floor mat
  - Operator seat, reclining, air suspension type, heated
  - Radio, AM/FM with AUX input jack
  - Rear defroster, electric
  - Seatbelt, 2-point retractable, 76mm 3" width
  - Space for lunch box
  - Steering wheel, tilt and telescopic
  - Sun visor, front window
  - Windshield washer and wiper, front with intermittent
  - Windshield washer and wiper, rear
- Service brakes, wet disc type
- Starting motor, 5.5 kW
- Transmission speed ranges, 4 forward and 4 reverse
- Vandalism protection kit, padlocks for battery box (2)
AGENDA CAPTION:
Consider approval of Resolution 2020-23R, approving a Change in Service to the agreement with Tyler Technologies, Inc. to renew the Tyler Munis Enterprise Resource Planning Software License and Application in the annual amount of $205,410.53 and authorizing four one-year renewal periods to include an 8% increase in maintenance costs each year and authorizing an additional $100,000.00 for any future services that may be needed bringing the total contract price to $3,075,066.00; 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:  February 4, 2020

Department:  Information Technology Department - Mike Sturm, Director (By Lynda Williams, Purchasing Manager)

Amount & Source of Funding
Funds Required:  $210,000 FY 2020 $1,331,986 Total
Account Number:  10001280.52395 ($70,000), 21006322.52395 ($70,000), 22006335.52395 ($70,000)
Funds Available:  $210,000
Account Name:  Software License and Maintenance

Fiscal Note:
Prior Council Action:  December 17, 2013: Contract award to Tyler Technologies, Inc in the amount of $1,156,720, 4 years of maintenance cost was added in 2016.

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

Background Information:
This change in service is for the estimate cost of 5 years of software maintenance and support for the Tyler Financial & Human Resources Software Application which is the financial system of record for the City. The amount escalates the maintenance cost by 8% annually and includes $100,000 for additional services such as training, consultant hours, and implementation of future modules if needed. The estimated cost for 5 years of support with an additional $100,000 for future services is $1,331,986, bringing the total amount of the contract to $3,075,066.

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

Alternatives:
Click or tap here to enter text.

Recommendation:
Recommend approval of Authorization of Change in Service to Tyler Technologies, Inc in the annual amount of $205,410.53.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A CHANGE IN SERVICE TO THE AGREEMENT WITH TYLER TECHNOLOGIES, INC. TO RENEW THE TYLER MUNIS ENTERPRISE RESOURCE PLANNING SOFTWARE LICENSE AND APPLICATION IN THE ANNUAL AMOUNT OF $205,410.53 AND AUTHORIZING FOUR ONE-YEAR RENEWAL PERIODS TO INCLUDE AN 8% INCREASE IN MAINTENANCE COSTS EACH YEAR AND AUTHORIZING AN ADDITIONAL $100,000.00 FOR ANY FUTURE SERVICES THAT MAY BE NEEDED BRINGING THE TOTAL CONTRACT PRICE TO $3,075,066.00; 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 Tyler Technologies, Inc. to renew the Tyler Munis Enterprise Resource Planning software application in the annual amount of $205,410.53 and authorizing four renewal periods to include an 8% increase in maintenance costs each year and authorizing an additional $100,000.00 for any future services that may be needed is approved and four additional annual renewals are authorized for a total contract price of $3,075,066.00.

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
### Remittance:
**Tyler Technologies, Inc.**  
(FeIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

### Questions:
**Tyler Technologies - ERP & Schools**  
Phone: 1-800-772-2260 Press 2, then 1  
Email: ar@tylertech.com

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Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: San Marcos
       Attn: Accounts Payable
       630 E Hopkins
       San Marcos, TX 78666

Ship To: San Marcos
         Attn: Accounts Payable
         630 E Hopkins
         San Marcos, TX 78666

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**ATTENTION**
Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

| Subtotal              | 205,410.53 |
| Sales Tax             | 0.00       |
| Invoice Total         | 205,410.53 |
AGENDA CAPTION:
Consider approval of Resolution 2020-24R, approving a Change in Service to the agreement with Survalent Technology, Inc. to renew the electric SCADA System software license and application used to monitor and control electric substations, transformers and electrical assets in the estimated annual amount of $24,160 and authorizing three one-year renewals; 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: February 4, 2020

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

Amount & Source of Funding
Funds Required: $24,160.00 (estimated annual)
Account Number: 21006322 52395
Funds Available: $853,000
Account Name: Software License and Maintenance

Fiscal Note:
Prior Council Action: None

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.
**Background Information:**
On April 2, 2015 the City awarded a contract for $48,674.00 to Survalent to Survalent Technology Inc. to provide software support.

This request is for annual renewals in the annual estimated amount of $24,160.00 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:**
None, Survalent is the provider of this software.

**Recommendation:**
Approval of Authorization of Change in Service for contract 215-245 with Survalent for an estimated annual amount of $24,160.00.
EXHIBIT B
AUTHORIZATION OF CHANGE IN SERVICE

<table>
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<tr>
<th>CONTRACT NUMBER / CONTRACT NAME:</th>
<th>215-245 Survalent Scada system</th>
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<tbody>
<tr>
<td>CITY REPRESENTATIVE:</td>
<td>Tanee Young</td>
</tr>
<tr>
<td>CONTRACTOR:</td>
<td>Survalent</td>
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<td>CONTRACT EFFECTIVE DATE:</td>
<td>January 1, 2015</td>
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<td>THIS AUTHORIZATION DATE:</td>
<td>February 4, 2020</td>
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<td>AUTHORIZATION NO.:</td>
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DESCRIPTION OF WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES:

| Original Contract Amount:        | 49,674.00                        |
| Previous Increases/Decreases in Contact Amount: | 0.00                        |
| This Increase/Decrease in Contract Amount: | 24,160.00 Renewal 1-1-2020 through 12-31-21 |
| Revised Contract Amount:         | 73,834.00                        |

CONTRACTOR:
See Attached Quote M19 9 63654
Signature Date

Print Full Name / Title (if not in individual capacity)

CITY:

Signature Date

Bert Lumbre拉斯
Print Name

City Manager
Title

City Department Use Only Below This Line (PM, etc.).

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<th>Account Number(s):</th>
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<th>Date</th>
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Quotation:

San Marcos, City of

ADMS Platinum Support Renewal 2019-12

Quotation No. M19_9_63654

December 2, 2019
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<th>Qty</th>
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<td><strong>Platinum SCADA Support Plan [1 Year]</strong>&lt;br&gt;Support Period: 01-Jan-2020 through 31-Dec-2020&lt;br&gt;The Platinum SCADA Support Plan provides the following:&lt;br&gt;&lt;br&gt;a) Access to the latest software releases of the delivered SurvalentONE software components, effectively providing an extended warranty on all software components and providing access to the latest product features.&lt;br&gt;&lt;br&gt;b) Access to the Survalent Support Portal which includes the ability to create and track support cases, and provides access to software downloads, product documentation, knowledge base articles, live chat, and support forums.&lt;br&gt;&lt;br&gt;c) 24x7 access to priority, telephone emergency support from the Survalent Support Team. Cases will be treated on a first-come, first serve basis.&lt;br&gt;&lt;br&gt;d) 3 Global User Conference training passes and conference passes per year.&lt;br&gt;&lt;br&gt;e) 25 hours (not more than 8 hours per day) per year of Remote Services. All services will be performed by Survalent staff from Survalent offices. Any hours not used during the support period will expire.&lt;br&gt;&lt;br&gt;f) Access to a Survalent System Engineer on-site to provide technical assistance with software updates, assess system health and performance, perform system tuning, and any other technical assistance desired. Duration is 2 days for single and dual redundant configurations, 3 days for tri-redundant configurations, and 5 days for quad-redundant configurations. Site visit is once per year, and must be used during the support period.</td>
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<td><strong>Total Survalent Professional Services</strong> $24,160</td>
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End User: San Marcos, City of<br>
Shipping Terms: EXW Ontario, Canada<br>Shipment approximately 1 to 2 weeks from receipt of purchase order.<br>Please send purchase order to stcorder@survalent.com<br>Prices do not include applicable state, provincial, federal or other local taxes.
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<th>Qty</th>
<th>Description</th>
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This quote is valid for 60 days from date of issue and is based on Survalent (a) Standard Terms and Conditions of Sale, (b) Software License Agreement, and (c) Support and Maintenance Terms and Conditions, as applicable.

Note 1: Free test environment license is included; customers who were previously on platinum level support will continue to receive the test environment license as long as they maintain their support at the platinum level.

Note 2: Standard payment terms are 100% on receipt of order.

This quotation is not valid unless signed by an authorized representative of Survalent.

Prepared By: ____________________________
Thomas Verghese, Client Success Specialist

Approved By: ____________________________
Ian MacCuig, VP Customer Success
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“We chose Survalent because of familiarity, ease-of-use and their reputation for excellent customer service. We have not been disappointed.”

- Warren Rural Electric Cooperative
Control your critical network operations with confidence

With Survalent, you can control your critical network operations with confidence. We’re the most trusted provider of advanced distribution management systems (ADMS) for electric, water/wastewater, gas, and transit utilities across the globe.

Over 600 utilities in 30 countries rely on the SurvalentONE platform to effectively operate, monitor, analyze, restore, and optimize operations. By supporting critical utility operations with a fully integrated solution, our customers have significantly improved operational efficiencies, customer satisfaction and network reliability. The company’s comprehensive substation automation solution, Survalent StationCentral, delivers advanced control and monitoring for enhanced network performance and protection.

Our unwavering commitment to excellence and to our customers has been the key to our success for over 60 years.

“Thanks again for all the work, explanation, advice, and assistance. The expertise and advice on our configuration is much appreciated.

Your willingness to anticipate our needs and help us avoid traps we wouldn’t otherwise be aware of is invaluable to us.”

-Hydro One Brampton

Survalent

info@survalent.com • survalent.com • 905-826-5000

© 2019 Survalent Technology Corporation. All rights reserved. Product & company names mentioned herein may be trademarks or registered trademarks of their respective owners. Errors & omissions excepted.
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 SURVALENT TECHNOLOGY, INC. TO RENEW THE ELECTRIC SCADA SYSTEM SOFTWARE LICENSE AND APPLICATION USED TO MONITOR AND CONTROL ELECTRIC SUBSTATIONS, TRANSFORMERS AND ELECTRICAL ASSETS IN THE ESTIMATED ANNUAL AMOUNT OF $24,160.00 AND AUTHORIZING THREE ONE-YEAR RENEWALS; 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 Survalent Technology, Inc. to renew the electric SCADA system software license and application used to monitor and control electric substations, transformers and electrical assets in the annual amount of $24,160.00 and authorizing three one-year renewals.

PART 2. The City Manager or his designee is authorized to execute the appropriate documents to implement the change in service and three one-year renewals.

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 2020-25R, approving a renewal of the agreement with Certified Folder Display Services, Inc. for the distribution of media brochures to support the work of the San Marcos Convention and Visitor Bureau in the estimated annual amount of $21,753.05 and authorizing three one-year additional renewals for a total contract price of $63,967.18; authorizing the City Manager or his designee to execute the appropriate documents related to the renewal of the agreement on behalf of the City; and declaring an effective date.

Meeting date: February 4, 2020

Department: Convention Visitor Bureau - Rebecca Ybarra-Ramirez, Director (By Lynda Williams, Purchasing Manager)

Amount & Source of Funding
Funds Required: $21,753.05 Annually
Account Number: 12024224 53220
Funds Available: FY20 Budget $33,694.08
Account Name: Professional Services

Fiscal Note:
Prior Council Action: No previous action

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:
In April 2018 the Convention Visitor Bureau entered into an agreement with Certified Folder Display Service for media brochure distribution in the amount of $21,750.18. The contract was renewed in 2019 for $20,463.95; the renewal for 2020 is for $21,753.05 which brings the total value of the contract to $63,967.18; thus, requiring City Council Approval.

This contract will continue with three (3) annual renewal options for approximately $21,753.05 per year. Renewals may 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 contract 218-249 with Certified Folder Display Service for media distribution for the amount of $21,753.05 with three (3) annual renewal options.
EXHIBIT B
AUTHORIZATION OF CHANGE IN SERVICE

<table>
<thead>
<tr>
<th>CONTRACT NUMBER / CONTRACT NAME:</th>
<th>218-249 Certified Folder Display Service Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY REPRESENTATIVE:</td>
<td>Rebecca Ybarra / Yvonne Palacios</td>
</tr>
<tr>
<td>CONTRACTOR:</td>
<td>Certified Folder Display Service Inc</td>
</tr>
<tr>
<td>CONTRACT EFFECTIVE DATE:</td>
<td>April 1, 2020</td>
</tr>
<tr>
<td>THIS AUTHORIZATION DATE:</td>
<td>January 3, 2020</td>
</tr>
<tr>
<td>AUTHORIZATION NO.:</td>
<td>2</td>
</tr>
</tbody>
</table>

DESCRIPTION OF WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES:
Certified Folder Distribution service of Visitor Guide/Map in the following markets: San Antonio, Austin, Rio Grande Valley, Houston, North Houston, Seguin, College Station/Bryan. Renewal from April 1, 2020- March 31, 2021. Gross Fee of $23,644.62 (less up-front payment discount of $1891.57) for a total of $21,753.05.

| Original Contract Amount:       | 21,750.18                                    |
| Previous Increases/Decreases in Contact Amount: | 20,463.95 Renewal 2019                       |
| This Increase/Decrease in Contract Amount:       | 21,753.05 Renewal 2020                       |
| Revised Contract Amount:        | 63,967.18                                    |

CONTRACTOR: Certified Folder Display Services, Inc.

___
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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<tr>
<td>#12024224.52230</td>
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<td>January 3, 2020</td>
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RESOLUTION NO. 2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A RENEWAL OF THE AGREEMENT WITH CERTIFIED FOLDER DISPLAY SERVICES, INC. FOR THE DISTRIBUTION OF MEDIA BROCHURES TO SUPPORT THE WORK OF THE SAN MARCOS CONVENTION AND VISITOR BUREAU IN THE ESTIMATED ANNUAL AMOUNT OF $21,753.05 AND AUTHORIZING THREE ONE-YEAR ADDITIONAL RENEWALS FOR A TOTAL CONTRACT PRICE OF $63,967.18; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE APPROPRIATE DOCUMENTS RELATED TO THE RENEWAL OF 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 renewal agreement with Certified Folder Display Services, Inc. for the distribution of media brochures to support the work of the San Marcos Convention and Visitor Bureau in the estimated annual amount of $21,753.05 and authorizing three one-year additional renewals for a total contract price of $63,967.18 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 become effective immediately from and after its passage.


Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk
AGENDA CAPTION:
Consider approval of Resolution 2020-26R, approving Change in Service No. 4 to the agreement with Halff Associates, Inc. relating to the Blanco Riverine Flood Mitigation Project for additional professional services to advance the project from the preliminary engineering phase through the preparation of construction documents in the amount of $1,194,262.50; 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: February 4, 2020

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

Amount & Source of Funding
Funds Required: $1,195,000
Account Number: BLANCORIV
Funds Available: $1,212,000
Account Name: Blanco Riverine Flood Mitigation

Fiscal Note:
Prior Council Action: 2017-100R: Council approved On-Call Engineering Services CDBG-DR and TWDB Project; R2018-37R: Council approved 218-253 Engineering Agreement with Halff Associates, Inc. for Blanco Riverine Flood Mitigation

City Council Strategic Initiative: [Please select from the dropdown menu below]
Choose an item.
Choose an item.
Choose an item.

Comprehensive Plan Element(s): [Please select the Plan element(s) and Goal # from dropdown menu below]
☐ Economic Development - Choose an item.
☒ Environment & Resource Protection - Population Prepared for and resilient to Man-Made & Natural Disasters
Background Information:

Halff Associates, Inc. (Halff) entered into a professional services agreement with the City of San Marcos on March 20, 2018 to perform preliminary engineering and environmental assessment services for the Blanco Riverine Flood Mitigation Project. The project is in the final stages of environmental clearance and is ready to begin final design and right-of-way acquisition. Final permits have been submitted.

This Change In Service #4 in the amount of $1,194,262.50 provides funding to complete:

- Land acquisition (appraisals, negotiation, relocation services and closings)
- Design Survey (topographic and boundary)
- Subsurface Utility Exploration and Geotechnical Services
- Preparation of final design plans and specifications for bidding

A later CIS will be required for construction phase services. A cost reasonableness analysis has been performed on this scope in accordance with HUD requirements and found to be appropriate for this $16M construction project.

The current schedule has construction starting in the fall of 2021 for completion before December 2022.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

N/A

Recommendation:

Approve Change in Service No. 4 for engineering design and construction documents for the estimated amount of $1,194,262.50.
RESOLUTION NO. 2020- \( R \)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING CHANGE IN SERVICE NO. 4 TO THE AGREEMENT WITH HALFF ASSOCIATES, INC. RELATING TO THE BLANCO RIVERINE FLOOD MITIGATION PROJECT FOR ADDITIONAL PROFESSIONAL SERVICES TO ADVANCE THE PROJECT FROM THE PRELIMINARY ENGINEERING PHASE THROUGH THE PREPARATION OF CONSTRUCTION DOCUMENTS IN THE AMOUNT OF $1,194,262.50; 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 Halff Associates, Inc. relating to the Blanco Riverine Flood Mitigation Project for additional professional services to advance the project from the preliminary engineering phase through the preparation of construction documents in the amount of $1,194,262.50 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 B
AUTHORIZATION OF CHANGE IN SERVICE

<table>
<thead>
<tr>
<th>CONTRACT NUMBER / CONTRACT NAME:</th>
<th># 218-253 Blanco Riverine Mitigation Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY REPRESENTATIVE:</td>
<td>Laurie Moyer, P.E.</td>
</tr>
<tr>
<td>CONTRACTOR:</td>
<td>Halff Associates, Inc.</td>
</tr>
<tr>
<td>CONTRACT EFFECTIVE DATE:</td>
<td>March 22, 2018</td>
</tr>
<tr>
<td>THIS AUTHORIZATION DATE:</td>
<td>__________________ , 2020 AUTHORIZATION NO.: 4</td>
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DESCRIPTION OF WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES:
Add: Field surveying, geotechnical engineering, and full design and construction documents

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<tr>
<th>Original Contract Amount:</th>
<th>$ 683,518.00 (NTE fee)</th>
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<tbody>
<tr>
<td>Previous Increases/Decreases in Contract Amount:</td>
<td>$ 76,339.60</td>
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<tr>
<td>This Increase/Decrease in Contract Amount:</td>
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</tr>
<tr>
<td>Revised Contract Amount:</td>
<td>$ 1,954,120.10 (NTE Fee)</td>
</tr>
</tbody>
</table>

CONTRACTOR:

Signature
Date
Eric J. Ratzman, PE - Project Manager
Print Full Name / Title (if not in individual capacity)

CITY:

Signature
Date
Print Name
Title

City Department Use Only Below This Line (PM, etc.):

<table>
<thead>
<tr>
<th>Account Number(s):</th>
<th>Amount</th>
<th>Date</th>
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</tr>
</tbody>
</table>
EXHIBIT 2

CIS#4
Scope of Services
Blanco Riverine Flood Mitigation Project

Halff Associates, Inc. (Halff) is entered into a professional services agreement with the City of San Marcos (City) dated March 20, 2018. The original dated agreement was for preliminary engineering services for the Blanco Riverine Flood Mitigation Project (Project). Upon completion of the preliminary design services, the City requested a proposal for additional professional services associated with the Project. Halff is pleased to present the following Authorization of Change in Services to the existing contract for the above-mentioned project dated March 20, 2018. The purpose of the change in services is to advance the project from preliminary engineering phase through the preparation of construction documents. A detailed description of services is provided below:

Task 1: Project Administration/General
Additional project administration needed to advance project through the production of construction documents.

1. Compliance with TWDB, CDBG-DR and City – required forms, monthly billing, etc.
2. Monthly project meetings - In person or web based.
3. Management of subconsultants
4. Internal Quality Assurance / Quality Control (QA/QC) Review of Deliverables

- Task 1 Deliverables:
  i. monthly progress reports
  ii. TWDB / CDBG-DR reporting forms as required

Task 2: Data Acquisition
1. Field Investigation
   a. Survey (see attached complete scope provided by Zamora)
      i. Obtain Right of Entry (ROEs)
      ii. Perform Topographical Survey for Design
      iii. Parcel preparation (metes and bounds) [24 parcels]
   b. Geotechnical (see attached complete scope provided by Arias)
      i. Drill 19 bores to a depth of 10’ and 9 bores to a depth of 15’
      ii. Prepare Geotechnical report to include recommendations for the design of structural flood walls
   c. Utility Coordination including SUE, the identification of utility conflicts, coordination of compliance with City of San Marcos (City) and TxDOT’s Utility Accommodation Rules, and resolution of utility conflicts in support of the Blanco Riverine Project. The Engineer shall coordinate all activities with the City, or their designee, to facilitate the orderly progress and timely completion of the City’s design phase. Coordination of Engineering activities include:
      i. Perform QUALITY LEVEL A AND B SUBSURFACE UTILITY ENGINEERING (SUE) Utility Investigation in accordance with ASCE 38-02 “Standard Guideline for the Collection and Depiction of Subsurface Utility Data.” Utility Quality Levels as follows:
EXHIBIT 2

1. Quality Level A (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data. Incorporates Quality Levels B, C, and D information to produce Quality Level A. (up to 10 test holes)

2. Quality Level B (Designate): Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to produce Quality Level B. (additional SUE investigation to update the Quality level D SUE)

3. Quality Level C (Designate): Surface Visible Feature Survey: Quality Level “D” information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information. If there are variances in the designated work area of Level D then a new schematic or plan layout, if needed, is required showing the limits of the proposed project and limits of the work area required; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included down existing intersecting roadways.

4. Quality Level D (Designate): Existing Records: Utilities are plotted from review of available existing records.

ii. UTILITY COORDINATION including the identification of utility conflicts, coordination, compliance with the City’s regulations and TxDOT’s Utility Accommodation Rules. Coordination activities include:

1. Utility Layout: The Engineer shall maintain a utility layout in MicroStation format. The information must be provided in a format compatible with the current Computer Automated Design and Drafting (CADD) system used by the City. This layout shall include all existing utilities. These layouts are required to establish the location of the utility in plan view the limits of the project & profile view at locations mutually agreed upon by the City. This layout shall be utilized to compare all utility locations in relation to City’s plan & profiles, storm sewer drawings, bridge layouts, retaining walls as well as any other pertinent design in which the utility may affect, monitor the necessity of proposed adjustments and evaluate proposed alternatives. All facilities/utilities shall be noted by size, location, ownership and number of lines in particular. Hard copies of all utility layouts shall be available to the City, as needed. The Engineer shall contact all utility companies within the project limits and obtain hard copies or electronic copies of the utility companies’ location maps. The Engineer shall review and incorporate these locations into the utility layout file. The Engineer shall review all existing utility location data collected and make a determination of the following:

   a. Facilities in conflict with the proposed project that are to be relocated.

   b. The Engineer shall establish a conflict list of all utilities that are in direct conflict with the proposed design to help in the evaluation
of all conflicts. This list shall note all conflicts by station number, right or left, note what the utility is in conflict with, such as pavement, storm sewer, bridge layout, retaining wall, or other roadway designed feature. All utility conflict lists shall be updated to the extent possible and shall be provided to the Utility Companies/Owners and to the City at the periodic meetings.

iii. UTILITY CONFLICT LIST: The Engineer shall create and maintain a Utility Conflict Matrix (UCM) Spreadsheet, in Excel Format, containing at a minimum the following information:

1. Conflict Number
2. Station
3. Name of Utility
4. Contact name/address/phone/e-mail
5. Type of facility
6. Utility notification date & type
7. Conflict Type
8. Depth of work below existing ground
9. Conflict Clear
10. Recorded depth of utility line
11. Anticipated date of conflict clearance

iv. UTILITY COORDINATION MEETINGS

1. Attend utility coordination meetings with utility companies for the following: [Project Kickoff with the City and utilities, individual meetings with the utilities/on-going communication through conference calls, WebEx, and emails]

2. Prepare meeting agenda, sign-in sheet, hard copies of plan set for each utility company, hardcopy of utility conflict tracking report, and provide input on meeting minutes provided by others from previous meeting.

v. REVIEW OF UTILITY’S PROPOSED ADJUSTMENTS

1. The Engineer shall utilize the existing utility layout prepared to evaluate the nature of the conflict and identify locations where additional SUE work may be warranted. This shall be developed utilizing the utility layouts with Test Holes depicted at the approximate locations. The SUE Work Plan shall identify the SUE Levels to be conducted for each potential conflict and tentative schedule for its completion in an Excel spreadsheet format.

2. Evaluate Alternatives: The Engineer shall evaluate alternatives in the adjustment of utilities balancing the needs of both the City and the Utility.

3. Review Utility Adjustment Schedules: The Engineer shall review the proposed utility adjustment schedule to ensure timely scheduling of the adjustment.

4. Review plans for compliance with City regulations and TxDOT’s Utility Accommodation Rules and proposed location data. The responsibility for quality and accuracy of utility adjustment plans shall remain with the utility company.

5. The Engineer shall not provide services for the sole benefit of third parties.
EXHIBIT 2

vi. For all proposed adjustment plans, obtain from the utility companies, a signed and sealed proposed utility layout in MicroStation format that can be overlaid on the base file with drainage and determine the following:
   1. All facilities conflicts have been resolved.
   2. All stakeholders have concurred with the various alignments.
   3. Establish the sequence of construction for all utility relocation work whether it is included as a part of the highway construction or not.
   4. Determine which utilities shall be built as part of the contract.
   5. Determine which facilities shall be relocated prior to construction.

• Task 2 Deliverables:
  i. Survey Basemaps, Existing topographical surface/terrain
  ii. Geotechnical Report
  iii. Utility Coordination:
      a. CADD Base mapping for all SUE Level investigations with facilities noted including applicable level of SUE performed
      b. Utility Contact List
      c. Utility Layouts with Potential Conflicts
      d. Utility Conflict Matrix (UCM) with corresponding Potential Conflicts
      e. Meeting Minutes (pdf format)
      f. Monthly Progress Reports (PDF format)

Task 3: Right of Way Acquisition (Up to 13 Owners) (see attached complete scope provided by HRM)
   1. Project Administration
   2. Title Review Services
   3. Appraisal Coordination/ Appraisal Services
   4. Negotiation Services
   5. Relocation Assistance
   6. Closing Services
   7. Condemnation Support Services – (if required)

Task 4: H&H Third Party Review Coordination
Halff Associates will provide project hydrology and hydrologic models to a third party contracted directly through the City for the purposes of independent third part review. Halff will participate in a meeting or conference call, if needed, with the reviewer upon review kick-off and provide responses to one round of comments provided by third party reviewer.

Task 5: Final Design
   1. Construction Documents
      Halff will prepare construction documents based on a 60%, 90%, 100% deliverable schedule. Plans will be prepared on 22 X 34 plan sheets utilizing Microstation design software. Drainage design criteria will be based on the City of San Marcos Stormwater Technical Manual, the City of San Marcos Capital Improvement Project Guidelines and FEMA regulations.

      a. 60% Design Milestone
EXHIBIT 2

i. Preparation of construction documents to a 60% design level addressing any provided City comments to the preliminary schematic design. The 60% deliverable may include but not limited to the following sheets:
   • Erosion and Sediment control sheets
   • Demolition/removal sheets
   • Berm plan and profile sheets
   • Structural flood wall sheets
   • Grading Plan
   • List of project specifications
   • Traffic Control Sheets
   • Standard and specific details

ii. One (1) iteration of H&H model for final berm alignment/location

iii. Review and prioritize parcel easements and/or buyouts needed for project implementation

iv. Engineer’s Opinion of probable construction cost estimate (EOPCC)

b. 90% Design Milestone

i. All items included in 60% submittal

ii. Preparation of construction documents to a 90% design level including incorporation of 60% comments.

iii. Draft project manual. (City to provide current version of upfront standard documents.)

iv. Updated EOPCC

c. 100% Design Milestone

i. All items included in 90% submittal

ii. Preparation of construction documents to a 100% sign and sealed design level including incorporation of 90% comments.

iii. Final project Manual

iv. Construction cost estimate

d. 100% Bid Set

i. All items included in 100% submittal

ii. Preparation of construction documents to a 100% sign and sealed bid level including incorporation of comments from 100% plans.

• Task 5 Deliverables:
  Electronic PDF submittal on file exchange or USB drive as requested

i. 60%, 90%, 100% Construction Documents

ii. EOPCC

iii. Project Manual

Items to be included by CIS at a later date:
1. Bidding assistance
2. Construction administration

ITEMS EXCLUDED FROM THE SCOPE OF SERVICES

1. Design of water quality or detention ponds
2. Design of landscaping, irrigation, or hardscape (enhanced flatwork) facilities
3. Design of public and franchised utility relocations
4. Filing fees, permit fees
5. Preparing/submitting a Stormwater Pollution Prevention Plan (SWPPP)
6. Bidding Phase Services
7. Construction Phase Services
8. Attendance at Public meetings, open houses, City Council Meetings or any other meetings not specifically stated in this proposal
9. Coordination with FEMA, TCEQ, Hays County, or other jurisdiction entities on items not currently included in this proposal
### Detailed Fee Schedule

#### Task 1 - Project Administration

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<th>Costs</th>
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<td>1.2 Monthly meetings</td>
<td>6</td>
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<td>1.3 Subconsultant Management</td>
<td>12</td>
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<td>1.4 Internal QA/QC</td>
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**Task 1 Subtotal:** $47,460.00

#### Task 2 - Data Acquisition

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<td>2.1 Field Investigation</td>
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<td>2.2 Geotechnical Investigation</td>
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<td>$38,242.50</td>
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<td>2.3 Utility Coordination &amp; SUE</td>
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<td>2.4 Utility Coordination Meetings</td>
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<td>2.5 Review of Utility's Proposed Adjustments</td>
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<td>2.6 Resolution of Conflicts</td>
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**Task 2 Subtotal:** $247,661.50

#### Task 3 - Right of Way Acquisition

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<td>3.1 Right of Way Acquisition</td>
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<tr>
<td>3.2 Sub-consultant (HRM)</td>
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<td>3.3 Sub-consultant (Eckmann Groll)</td>
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**Task 3 Subtotal:** $584,816.00

#### Task 4 - H&H Third Party Review Coordination

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**Task 4 Subtotal:** $7,800.00

#### Task 5 - Final Design

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<td>5.2 60% Design</td>
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<td>5.3 90% Design</td>
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<td>5.4 100% Design</td>
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**Task 5 Subtotal:** $306,325.00

**Total Estimated Hours:** 16

**Total Estimated Fee:** $379,027.50

### HOURLY RATES

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<tr>
<td>$250.00</td>
<td>Senior Project Engineer</td>
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<tr>
<td>$195.00</td>
<td>Junior Project Engineer</td>
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<tr>
<td>$160.00</td>
<td>Graduate RPLS Survey</td>
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<tr>
<td>$140.00</td>
<td>Survey SUE Designating</td>
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<td>$110.00</td>
<td>Senior Utility CADD Contract Admin Task LABOR SUB DIRE CT</td>
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<td>$165.00</td>
<td>Crew Tech Manager</td>
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<td>$150.00</td>
<td>Crew Utility Coordinator / GIS Admin Assistant</td>
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<td>$95.00</td>
<td>2 man Manager (EIT)</td>
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<td>$155.00</td>
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<tr>
<td>$85.00</td>
<td>1 man Coordinator Tech Specialist</td>
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### Additional Notes

- **Blanco Riverine Flood Mitigation Project**
- **Principal Project Engineer**
- **Project Senior Engineer**
- **Senior Project Engineer**
- **Junior Project Graduate RPLS Survey**
- **Survey SUE Designating**
- **Senior Utility CADD Contract Admin Task LABOR SUB DIRE CT**
- **Crew Tech Manager**
- **Crew Utility Coordinator / GIS Admin Assistant**
- **Manager (EIT)**
- **(2 man)**
- **Coordinator Tech Specialist**
- **Hours COSTS TOTAL**
- **Extended Costs**
- **Total Estimated Hours**
- **Total Estimated Fee**
- **Halff Associates, Inc. 1/16/2020**
EXHIBIT 4

Sub-Consultant Scopes
June 28, 2019

Mr. Eric Ratzman, P.E.
Halff Associates, Inc.
9500 Amberglen Blvd., Bldg. F, Suite 125
Austin, TX 78729

Re: Letter of Agreement for City of San Marcos Blanco River Flood Reduction, Structural Services

Aguirre & Fields, LP (the Sub-consultant) appreciates the opportunity to submit this letter of agreement to Halff Associates, Inc. (the Prime) for structural engineering services on the City of San Marcos Blanco River Flood Reduction Project. Per preliminary plans and discussions, the proposed effort shall include development of construction documents for the flood wall structure. Documents will be submitted to the City of San Marcos for review as part of a larger flood reduction engineering effort led by Halff Associates, Inc.

I. Scope of Work
A. Task I – Project Management
   i. Field reconnaissance site visit, and data collection including photographs
   ii. Coordination with geotechnical engineer for boring locations and report contents
   iii. Attendance at two (2) project coordination meetings during the design phase
   iv. Preparation of monthly progress reports and invoices during nine (9) month design phase
   v. Preparation of QC Review at each design submittal

B. Task II – Retaining Wall Design
   i. Preparation of 1055-ft retaining wall plan and profile layout across three (3) sheets
   ii. Preparation of retaining wall sections, details, and notes across two (2) sheets
   iii. Preparation of all necessary retaining wall standard sheets and estimated quantities

II. Proposed Fee

The proposed fees for Structural Engineering Services shall be on a not to exceed basis as follows:

| Task I – Project Management | = $ 10,965 |
| Task II – Retaining Wall Design | = $ 28,650 |
| Reimbursable Costs | = $ 290 |
| **Total** | = $ 39,905 |
III. Information Required
Upon NTP and receipt of the following information, Aguirre & Fields will begin work according to the schedule as provided by the Prime.

- Geotechnical Report Including:
  - Global Stability Analysis
  - Recommendations for Wall Foundations
  - Allowable Footing Pressures
  - Design Lateral Pressures
  - Boring Logs and Analysis Results
- Survey Information Including:
  - Existing Ground TIN
  - All Nearby Utility Locations
  - All ROW, Easement, and Fence Lines
- Cross Sections

It is our understanding that no hydraulic design will be provided, and no scour or erosion protection is anticipated in front of or behind the wall.

It is our understanding that no additional elements will be mounted to the wall, including no pedestrian rail, sound wall, or aesthetic elements of any kind.

IV. Additional Documentation
The following documents are attached and made part of this Agreement:

Attachment A – Hourly Rates
Attachment B – Fee Schedule
Attachment C – Terms and Conditions

Thank you for the opportunity to enter into this agreement. Upon proposal acceptance, please sign, date and return a pdf copy to Aguirre & Fields.

Signed:
Aguirre & Fields, LP:
Aguirre, LLC – General Partner

Halff Associates, Inc.

Name Title Name Title

Date Date
### Attachment A – Hourly Rates

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Structural Engineer</td>
<td>$190.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$190.00</td>
</tr>
<tr>
<td>Project Engineer (Field)</td>
<td>$175.00</td>
</tr>
<tr>
<td>Construction Engineer</td>
<td>$160.00</td>
</tr>
<tr>
<td>Structural Engineer</td>
<td>$135.00</td>
</tr>
<tr>
<td>Structural Inspector</td>
<td>$135.00</td>
</tr>
<tr>
<td>Senior Inspector</td>
<td>$110.00</td>
</tr>
<tr>
<td>Engineer-in-training (EIT)</td>
<td>$95.00</td>
</tr>
<tr>
<td>Inspector</td>
<td>$80.00</td>
</tr>
<tr>
<td>Engineering Technician</td>
<td>$75.00</td>
</tr>
<tr>
<td>Admin/Clerical</td>
<td>$65.00</td>
</tr>
</tbody>
</table>
July 1, 2019  
Arias Project No. 2019-605  

Mr. Jeff Nagy, P.E.  
Halff Associates, Inc.  
9500 Amberglen Blvd., Bldg. F, Suite 125  
Austin, TX 78729-1102  

VIA Email: jNagy@Halff.com  

RE: Proposal for Geotechnical Engineering and Pavement Thickness Design  
Blanco River Flood Mitigation  
San Marcos, Texas  

Dear Mr. Nagy,  

Arias Geoprofessionals, Inc. (Arias) is pleased to provide this proposal for geotechnical engineering and pavement thickness design services for the above referenced project. Our understanding of the project is based on discussions with you and the draft plan sheets provided by you. Our understanding of the project, proposed scope of services, fee compensation and schedule are presented in the following sections.

Project Information  
This project will include reducing the flood flows from the Blanco River through the Blanco Gardens subdivision in San Marcos, Texas. Proposed improvements consist of the following:

- 1,030 LF of structural flood wall with max height of 4 ft  
- 3,670 LF of new earthen berm (Berm 1) generally on the southwest and northwest sides of an existing quarry with max height of 4 ft and 6H:1V slope configuration  
- 2,200 LF of new earthen berm (Berm 2) along Animal Shelter Rd around the CoSM wastewater treatment plant with max height of 4 ft and 6H:1V slope configuration  
- 100-acre relief cut channel with max cuts of 7 ft that includes:  
  - Approximately 7,000 LF of combined embankments with cuts of 3 ft to 7 ft and slopes of 4H:1V  
  - Approximately 750 LF long weir structure  
- 1,000 LF of new flexible pavements along Avoca Ranch Road  

We anticipate the material excavated for the relief channel will be used for construction the proposed berms; accordingly, a borrow study of this material is included in this scope.
### Proposed Investigation

Based on published geologic mapping and nearby experience, the site is mapped as being underlain by surficial terrace deposits and alluvium consisting of sand, silt, clay, and gravel in various proportions, coarsening with depth. The terrace deposits are likely underlain by high plasticity fat clay and limestone of the Pecan Gap formation. Based on our understanding of the project and requested scope, we propose the following drilling scope:

<table>
<thead>
<tr>
<th>Cores/Borings</th>
<th>Boring depth, ft</th>
<th>No. of Borings</th>
<th>Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Structural Flood Wall</td>
<td>15</td>
<td>3</td>
<td>45</td>
</tr>
<tr>
<td>Berm 1</td>
<td>10</td>
<td>7</td>
<td>70</td>
</tr>
<tr>
<td>Berm 2</td>
<td>10, 15</td>
<td>3, 1</td>
<td>30, 15</td>
</tr>
<tr>
<td>Cut Channel and Avoca Ranch Rd</td>
<td>10, 15</td>
<td>9, 5</td>
<td>90, 75</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>325</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

We will mark the boring locations on the pavement and will notify Texas One-Call at least 72 hours prior to drilling so that the utilities can be marked. Arias personnel will locate the borings with a handheld GPS device and coordinates (WGS 84) will be provided. A preliminary boring location plan is presented in Exhibit A.

Soils will be sampled by either pushing a thin-walled tube (ASTM D 1587) or with a split barrel sampler while performing the Standard Penetration Test (ASTM D 1586). This proposal assumes that a truck mounted drill rig can access the boring locations, that no special site clearing will be required, and that we will have permission to access and drill during normal business hours.

If groundwater is encountered, the groundwater levels within the open borehole will be recorded at the time of drilling and immediately following drilling. The boreholes will be backfilled with a mixture of soil cuttings and bentonite immediately following drilling operations.

Laboratory testing will be performed on recovered samples selected by the geotechnical engineer to aid in soil classification and to measure engineering properties. Laboratory testing is expected to include moisture content, Atterberg limits, fines content (percent passing the No. 200 sieve), unconfined compressive strength, dispersion testing, and soluble sulfate content testing. The actual laboratory program will depend upon the type of soils encountered.

### Reporting

We will issue an electronic copy of our formal engineering report prepared by a licensed professional engineer in the State of Texas that will include:
• Description of the field exploration and laboratory testing programs;
• Soil boring plan that depicts borehole locations on a base map provided by Client;
• Soil boring logs with soil classifications based on the Unified Soil Classification System (ASTM D 2487);
• Discussion of area geology, and subsurface information including stratigraphy and generalized subsurface conditions;
• Depth to groundwater, if encountered, and its potential impact on construction;
• Results of stability analyses based on one or two proposed structural wall configurations and one or two berm configurations determined to be critical or representative sections;
• Recommendations for embankment construction and slopes, including borrow study findings;
• Foundation and construction recommendations for structural walls;
• Recommendations for design and construction of flexible pavements. Flexible pavement thickness design recommendations will include 2 to 3 pavement structure options and will be based on agreed-upon traffic load information. We will use the TxDOT FPS-21 design procedure and check results using the 1993 AASHTO design methodology; and
• General excavation conditions and earthwork recommendations.

Please be advised that Arias & Associates, Inc. performs Construction Materials Engineering and Testing (CoMET) per project requirements. We will be pleased to provide a separate proposal for construction materials testing at your request.

**Proposed Fee**

We propose that the fee to perform the above outline preliminary scope of services on a time and materials basis not to exceed **$38,242.50**. A Geotechnical Cost Breakdown is presented on the attached Exhibit B. We will invoice only for the authorized services.

We will invoice for work completed on a monthly basis. This proposal is based on the following assumptions about site access:

• Boring locations will be clear and accessible to our truck-mounted drilling equipment. We will notify Texas 811 at least 72 hours prior to drilling;
• Site clearing will not be required;
• Right-of-Entry will be provided by others;
• Boring locations along Avoca Ranch Rd will require a ROW permit and traffic control; and
• Drilling will commence during normal working hours during the normal work week.
**Schedule**

Upon receiving written authorization, and weather and site conditions permitting, we can initiate our field investigation within 1 to 2 weeks. Permit submittal and approval is expected to take 3 to 4 weeks. Drilling of the boreholes will take 5 to 10 days. Laboratory testing and reporting will take another 4 to 8 weeks.

We will keep you verbally informed of our findings as they become available. Delays sometime occur due to adverse weather, utility clearance requirements, site clearing requirements for drill rig access, obtaining Right of Entries and other factors outside of our control. In this event, we will communicate the nature of the delay with you and provide a revised schedule at the earliest possible date.

**Proposal Acceptance**

Upon authorization, we will perform the services outlined herein in and in accordance with an anticipated subcontract for professional services. Should you have any questions, please do not hesitate to contact us.

Sincerely,

**ARIAS & ASSOCIATES, INC.**

TBPE Registration No: F-32

Kemp S. Lewis P.E.  
Project Geotechnical Engineer

John S. Landwermeyer, P.E.  
Managing Principal, Austin Operations

Attachments

- Exhibit A – Boring Location Map
- Exhibit B – Geotechnical Cost Estimate
### Exhibit B - Geotechnical Cost Estimate

**Blanco River Flood Mitigation Project**  
San Marcos, Tx

<table>
<thead>
<tr>
<th>Task</th>
<th>Item Description</th>
<th>Est. Qty.</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Est. Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1 Field Exploration</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1 Planning and Coordination</td>
<td>Field Coordination (Staking Borings, One-Call)</td>
<td>16</td>
<td>hr</td>
<td>$70.00</td>
<td>$1,120.00</td>
</tr>
<tr>
<td></td>
<td>Transportation Cost - Trip Charge</td>
<td>2</td>
<td>trip</td>
<td>$55.00</td>
<td>$110.00</td>
</tr>
<tr>
<td></td>
<td>Project Management (Geotechnical Engineer)</td>
<td>6</td>
<td>hr</td>
<td>$125.00</td>
<td>$750.00</td>
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<tr>
<td></td>
<td><strong>1.1 Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td>$1,980.00</td>
</tr>
<tr>
<td>1.2 Permitting</td>
<td>Permit Fee</td>
<td>1</td>
<td>ea</td>
<td>$250.00</td>
<td>$250.00</td>
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<tr>
<td></td>
<td>Application for Permit</td>
<td>4</td>
<td>hr</td>
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<td>$280.00</td>
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<tr>
<td></td>
<td><strong>1.2 Subtotal</strong></td>
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<td></td>
<td></td>
<td>$530.00</td>
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<tr>
<td>1.3 Drilling and Sampling</td>
<td>Mobilization (drill rig and support equipment)</td>
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<td>ea</td>
<td>$475.00</td>
<td>$475.00</td>
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<td></td>
<td>Drilling and Sampling (Soil)</td>
<td>325</td>
<td>ft</td>
<td>$20.00</td>
<td>$6,500.00</td>
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<td></td>
<td>Backfill boreholes</td>
<td>325</td>
<td>ft</td>
<td>$4.50</td>
<td>$1,462.50</td>
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<tr>
<td></td>
<td>Asphalt Patch</td>
<td>0</td>
<td>ea</td>
<td>$25.00</td>
<td>-</td>
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<td></td>
<td>Logging Borings</td>
<td>60</td>
<td>hr</td>
<td>$70.00</td>
<td>$4,200.00</td>
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<tr>
<td></td>
<td>Transportation Cost - Trip Charge</td>
<td>6</td>
<td>ea</td>
<td>$55.00</td>
<td>$330.00</td>
</tr>
<tr>
<td></td>
<td>Traffic Control (1-day)</td>
<td>1</td>
<td>day</td>
<td>$1,800.00</td>
<td>$1,800.00</td>
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<tr>
<td></td>
<td><strong>1.3 Subtotal</strong></td>
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<td></td>
<td></td>
<td>$14,767.50</td>
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<tr>
<td><strong>2 Laboratory Soil Testing</strong></td>
<td>Moisture Content</td>
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<td>ea</td>
<td>$10.00</td>
<td>$500.00</td>
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<tr>
<td></td>
<td>Atterberg Limits</td>
<td>50</td>
<td>ea</td>
<td>$65.00</td>
<td>$3,250.00</td>
</tr>
<tr>
<td></td>
<td>Grain Size Analysis (Includes Percent Passing #200 Sieve)</td>
<td>50</td>
<td>ea</td>
<td>$65.00</td>
<td>$3,250.00</td>
</tr>
<tr>
<td></td>
<td>Unconfined Compressive Strength</td>
<td>25</td>
<td>ea</td>
<td>$65.00</td>
<td>$1,625.00</td>
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<tr>
<td></td>
<td>Direct shear (ASTM D3080)</td>
<td>2</td>
<td>ea</td>
<td>$500.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td>Soluble Sulfates</td>
<td>4</td>
<td>ea</td>
<td>$65.00</td>
<td>$260.00</td>
</tr>
<tr>
<td></td>
<td>Crumb Dispersion Test</td>
<td>28</td>
<td>ea</td>
<td>$45.00</td>
<td>$1,260.00</td>
</tr>
<tr>
<td></td>
<td>Double Hydrometer</td>
<td>4</td>
<td>ea</td>
<td>$275.00</td>
<td>$1,100.00</td>
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<tr>
<td></td>
<td>Laboratory Manager</td>
<td>8</td>
<td>hr</td>
<td>$80.00</td>
<td>$640.00</td>
</tr>
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<td><strong>Laboratory Testing TOTAL:</strong></td>
<td></td>
<td></td>
<td></td>
<td>$12,885.00</td>
</tr>
<tr>
<td><strong>3 Engineering and Report</strong></td>
<td>Senior Geotechnical Engineer</td>
<td>8</td>
<td>hr</td>
<td>$150.00</td>
<td>$1,200.00</td>
</tr>
<tr>
<td></td>
<td>Project Geotechnical Engineer</td>
<td>28</td>
<td>hr</td>
<td>$125.00</td>
<td>$3,500.00</td>
</tr>
<tr>
<td></td>
<td>Engineer in Training</td>
<td>42</td>
<td>hr</td>
<td>$70.00</td>
<td>$2,940.00</td>
</tr>
<tr>
<td></td>
<td>Administrative Assistant</td>
<td>8</td>
<td>hr</td>
<td>$55.00</td>
<td>$440.00</td>
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<td></td>
<td><strong>Engineering TOTAL:</strong></td>
<td></td>
<td></td>
<td></td>
<td>$8,080.00</td>
</tr>
<tr>
<td><strong>Project Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$38,242.50</strong></td>
</tr>
</tbody>
</table>

Arias and Associates, Inc.  
Arias Proposal No. 2019-605
November 26, 2019

Eric Ratzman, PE
Senior Project Manager
9500 Amberglen Blvd., Bldg. F, Suite 125Halff Associates
Austin, TX. 78729-1102

Dear Mr. Ratzman,

HRM Land Acquisition Solutions, LLC (HRM) is pleased to provide Halff Associates, Inc., (Halff) Right of Way Acquisition Services for the San Marcos Blanco Riverine Flood Mitigation Project (“the Project”, in San Marcos Texas, Hays County.

HRM is tasked with providing right of way services to negotiate fee simple and easement acquisitions needed for the Project in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Title 49 CFR, Part 24) (the “Uniform Act) and Senate Bill 18, The State of Texas, Land Owner Bill of Rights enacted by the 82nd Legislature effective September 1, 2011.

HRM has teamed up with Eckman Groll, Inc., from San Antonio Texas to provide Appraisal Services and the firm Right of Way of Texas, LLC to provide Relocation Services for the project.

A signed letter with individual Fees Schedules and proposed services from each firm (Exhibits A-1 thru A-3) are part of this agreement and are attached, accordantly. The total estimated fees from all three firms shall not exceed $584,816.00, as depicted on each individual Fee Schedule. HRM will request Halff’s written authorization for change in services outside of the scope of the Basic Services and/or parcel counts.

HRM’s team shall in the scope of their work, perform the Basic Services for the Project assigned by Halff as outlined in Exhibit B.

We thank for the consideration to be part of your team and we look forward to working with you and your staff members.

Respectfully submitted,

René Mouliet
President – HRM Land Acquisition Solutions, LLC.
Estimated Budget for Negotiating (23) Fee Simple and/or Easement Acquisition Parcels with Temporary Construction Easements from (13) Owners, consisting of (10) Commercial, (5) Residential, (8) Vacant Tracts. To be acquired either by purchase or by donation for the project.

<table>
<thead>
<tr>
<th>Work Product</th>
<th>Per Parcel Cost/ Services for Parcels</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT ADMINISTRATION</td>
<td>$950 x 23 = $21,850.00</td>
</tr>
<tr>
<td>NEGOTIATION SERVICES (Incl. Title, Closing &amp; Appraisal Coordination)</td>
<td>$7,500 x 23 = $172,500.00</td>
</tr>
</tbody>
</table>

Total – Acquisition for (23) Parcels: $194,350.00

Estimated Reimbursable Expenses:

<table>
<thead>
<tr>
<th>Expense</th>
<th>Per Parcel Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel/Mileage – (IRS Rates, @ $0.58/ mi.)</td>
<td>245 mi. $142.00</td>
</tr>
<tr>
<td>Copying/Printing</td>
<td>1 $50.00</td>
</tr>
<tr>
<td>Plotting/Postage</td>
<td>1 $50.00</td>
</tr>
</tbody>
</table>

Subtotal – Expenses: Per Parcel $242.00

Total – Expenses: $242 x 23 Total Parcels: $5,566.00

Total Acquisition Fees: $199,916.00
## RATE SCHEDULE

Fees shall be billed on a direct hourly basis at the following 2020/2021 rates:

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>Per Hour Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager/Principal</td>
<td>$140.00 per hour</td>
</tr>
<tr>
<td>Sr. Acquisition Agent</td>
<td>$135.00 per hour</td>
</tr>
<tr>
<td>ROW Agent</td>
<td>$125.00 per hour</td>
</tr>
<tr>
<td>ROW Tech. Assistant</td>
<td>$ 95.00 per hour</td>
</tr>
<tr>
<td>Secretarial/Clerical</td>
<td>$ 65.00 per hour</td>
</tr>
</tbody>
</table>

The above hourly rates shall remain in effect through the end of the current year. An adjustment of 5% will be made to the fee schedule to reflect those rates to be charged during any subsequent year. This procedure shall be repeated at the end of each calendar year.
November 25, 2019

HRM Land Acquisition Solutions
15520 RR 12
Wimberley, Texas  78676

Attention: Mr. René Moulinet, Jr.  
President/Production Manager

Re: Blanco Riverine Project

Dear Mr. Moulinet,

This letter is written in response to your request for appraisals of several properties for the Blanco Riverine Project, in San Marcos County, Hays Texas.

The opinions of market value will be prepared in accordance with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board of the Appraisal Foundation and the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA).

The fee for the appraisals conveyed in narrative reports will be as follows:

<table>
<thead>
<tr>
<th>Parcel No.</th>
<th>Owner</th>
<th>Appraisal Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>7-Eleven Inc.</td>
<td>$17,500</td>
</tr>
<tr>
<td>2</td>
<td>Blanco River LP</td>
<td>10,000</td>
</tr>
<tr>
<td>2a</td>
<td>Blanco River LP</td>
<td>10,000</td>
</tr>
<tr>
<td>2b</td>
<td>Blanco River LP</td>
<td>10,000</td>
</tr>
<tr>
<td>2c</td>
<td>Blanco River LP</td>
<td>8,000</td>
</tr>
<tr>
<td>2d</td>
<td>Coffee, Craig A.</td>
<td>8,000</td>
</tr>
<tr>
<td>3 &amp; 3a</td>
<td>G&amp;H Rental Properties LLC</td>
<td>8,000</td>
</tr>
<tr>
<td>4</td>
<td>Bugge, John</td>
<td>10,000</td>
</tr>
<tr>
<td>5</td>
<td>Alpha 80 Associates</td>
<td>8,000</td>
</tr>
<tr>
<td>6</td>
<td>Garza, Joe</td>
<td>10,000</td>
</tr>
<tr>
<td>6a</td>
<td>Hacienda MHP River Rd.</td>
<td>17,500</td>
</tr>
<tr>
<td>7</td>
<td>Garza, Armando C.</td>
<td>10,000</td>
</tr>
</tbody>
</table>

Continued on next page
8 & 8a  Crouch, Ralph  17,500
10, 10a, 10b, 10c, 10d, 10e & 10f  McEwen, Adrianne & Andrew  15,000
12  Wilson, Jon  8,000
Total Fee  $167,500

The preceding fees are based on appraisal services that will be billed at hourly rates not to exceed $200 for the supervisor appraiser and $175 for the staff appraiser.

The assignment will be completed within 6 months of the date of obtaining final surveys of the acquisitions. The fee includes coordination with a review appraiser regarding revisions, comments or additional information that may be required as part of initial reviews of the appraisals. Any additional work, including updates and/or any litigation support (preparation for testimony and testify at Special Commissioner’s hearing and jury trials), will be billed at hourly rates of $225 for the supervisor appraiser’s time and at $175 per hour for the staff appraiser’s time. If these terms are acceptable, please sign and date below and return to me.

Thank you for the opportunity to serve your real estate appraisal needs. If further questions should arise, please feel free to contact me.

Respectfully submitted,

[Signature]
CARL K. EISENHAUER, MAI

Accepted by:

[Signature]
Date 11/26/2019
November 22, 2019

Rene Moulinet, Jr
President/Production Manager
HRM Land Acquisition Solutions
15520 RR 12
Wimberley, Texas 78676

Re: Blanco Riverine Project

Dear Mr. Moulinet,

This letter is provided in response to your request for Relocation services for the above referenced project in Hays County, San Marcos, Texas.

The attached Relocation Fee Schedule/Estimate outlines the necessary tasks our firm will provide for this project. The associated fees for these tasks are noted. Should any additional parcels be added during the project, those additional parcels will be paid as per the fees outlined in the document.

If you are in agreement with the Fee Schedule/Estimate, please sign and date the attached document and return to me. Thank you for the opportunity to work with you on this project. If you have any questions or need additional information, please contact me.

Sincerely,

[Signature]
Sam Nassour, SR/WA
President/Senior Project Manager
Right of Way of Texas, LLC
6101 W. Courtyard Drive, Bldg. 1, Ste. 125
Austin, Texas 78730
Sam.nassour@rightofwayoftexas.com
CITY OF SAN MARCOS / BLANCO RIVERINE FLOOD MITIGATION  
Relocation Fee Estimate

Hourly Rates by Category of Personnel

Relocation Agent (RA) $138.00 per hour

Relocation Advisory Services

Estimated number of hours/fees for each parcel relocation

<table>
<thead>
<tr>
<th>Per Parcel Estimate</th>
<th>Hours</th>
<th>Personnel</th>
<th>Fee</th>
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<tbody>
<tr>
<td>Relocation Advisory Services (Business or Resident)</td>
<td>56</td>
<td>RA</td>
<td>$7,728.00</td>
</tr>
<tr>
<td>a. Meetings with property owners/tenants</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Research market comparables</td>
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<td></td>
<td></td>
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<tr>
<td>c. Compute supplemental payment estimates</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Deliver 90 day letters</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Inspect replacement properties</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. Prepare claims; review leases, utilities, submit to City for approval</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>g. Attend public and agency meetings</td>
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</tbody>
</table>

Total Hours Per Parcel 56 $7,728.00

Estimated Business or Resident Relocations (28 Parcels) $200,928.00
(10 mobile homes; 10 units/Duplex; 6 residences)

<table>
<thead>
<tr>
<th>Per Parcel Estimate</th>
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<th>Personnel</th>
<th>Fee</th>
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<td>Relocation Advisory Services (Personal Property)</td>
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<td>RA</td>
<td>$3,588.00</td>
</tr>
<tr>
<td>a. Meetings with property owners/tenants</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Request bids for moving services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Verification of completed moves</td>
<td></td>
<td></td>
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<tr>
<td>d. Deliver 90 day letters</td>
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<tr>
<td>e. Prepare claims for Relocation entitlements</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>f. Attend public and agency meetings</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Hours Per Parcel 26 $3,588.00

Estimated Personal Property Relocations (2 Parcels) $7,176.00
(Landscape Co./1 res. Possible; (?)Mobile Home

Reimbursable expenses (per parcel)

| Mileage (per mile) | $0.5800 | 400 | $232.00 |
| Coples (per copy)  | $1.00   | 50  | $50.00  |
| Postage/Courier    | $50.00  | 1   | $50.00  |

Total $332.00

Estimated Expenses 28 Parcels $9,296.00

Total Relocation Fees $206,104.00
Total Expenses Fees $9,296.00
Total $217,400.00

Note: Any additional parcels added during this project will be paid as per fees outlined in this document.

[Signatures]

HRM Land Acquisitions  Date  Right of Way of Texas, LLC  Date
Services to be provided by ROW Contractor

SCOPE OF SERVICES

Task 1. Project Administration
   A. Communication
      (1) Provide monthly summaries of project expenses including amounts authorized, amounts paid and budget forecasting.
      (2) Maintain current status reports including contact reports of all parcel and project activities and provide monthly.
      (3) Prepare initial property owner contact list for use by THE CLIENT in distribution of ROW Contractor introduction letters.

   B. File Management
      (1) Project and parcel files will be kept in ROW Contractor’s office.
      (2) Prepare invoices utilizing ROW Contractor’s standard payment submissions forms with supporting documentation.
      (3) Maintain records of all payments including check number, amount, and date paid, etc.
      (4) Maintain copies of all correspondence and contacts with property owners.

   C. Meetings
      (1) Participate in project review meetings on an as needed basis.

Task 2. Title Review Services
   A. Secure preliminary Title Commitments or preliminary title search and five-year sales data on parcels from a Title Company that will be providing title insurance.
   B. Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
   C. Perform title curative services necessary in order to obtain the required releases from mortgagors, lien holders and other leasehold interests on all required parcels to the Client.
   D. Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Client.
   E. Secure title insurance for all parcels acquired, insuring acceptable title to the City. Written approval by the Client required for any exception. Cost of title insurance to be paid by the Client.
Task 3. **Appraisal Coordination/ Appraisal Services**

A. The ROW Contractor shall arrange and include as part of this agreement services of a State-Certified appraiser, who will furnish an appraisal report that establishes the fair market value of a parcel from which a fair offering price for land and improvements may be determined.

B. Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel using acceptable forms.

C. Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser’s inspection of subject property. Maintain record of contact in file.

D. Prepare complete appraisal report for each parcel to be acquired utilizing approved Forms. These reports shall conform to State and Federal policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

E. As necessary, prepare written notification to the Client of any environmental concerns associated with the right of way to be acquired, which could require environmental re-mediation.

F. As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the Client.

G. As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.

H. The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing is included in the proposed fee schedule for the appraiser. The cost of the appraiser’s expert witness testimony for trial is not part of this contract.

Task 4. **Negotiation Services**

A. Analyze appraisal and appraisal review reports and confirm approved value prior to making offer for each parcel.

B. Prepare the initial offer letter, memorandum of agreement, instruments of conveyance, and any other documents required or requested by the Client on applicable forms.

C. Contact each property owner or owner’s designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

D. Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal for billing purposes.

E. ROW Contractor to make a minimum of four (4) contacts per parcel.

F. Respond to property owner inquiries verbally and in writing within two business days.

G. Prepare a separate negotiator contact report for each parcel.

H. Maintain parcel files of original documentation related to the purchase of the real property or property interests.

I. Advise property owner on the Administrative Settlement process. Transmit to the Client any written counter offer from property owners including supporting
documentation, and ROW Contractor’s recommendation with regard to Administrative Settlements.

**J.** Prepare final offer letter for presentation during fourth contact.

**K.** Appear and provide Expert Witness testimony as a ROW Contractor when requested. The cost of the expert witness testimony for trial is not part of this contract.

**L.** Provide to THE CLIENT a complete negotiation file for each parcel, to consist of copies of all pertinent negotiation file information.

**Task 5. Relocation Assistance**

**A.** Right of Way of Texas (provider) will notify all displacee’s of eligibility for relocation assistance.

**B.** Provider will provide on-going relocation assistance and advisory services to displacee’s affected by the acquisition of right of way. On-going advisory services include monitoring the move and any necessary relocation activities taken by the displacee. Frequency and manner for monitoring the move will match the complexity of the relocation, however, the expectation will be multiple in-person site visits, which is standard practice, and will be documented in the contact log.

**C.** Provider will discuss available relocation benefits and move options with residential displacee’s.

**D.** Provider will discuss available move options with displacee’s with personal property only moves.

**E.** Provider will discuss available relocation benefits and move options with each business displacee.

**F.** Provider will locate, evaluate, and maintain files on comparable available housing as well as listings for non-residential properties, for the duration of the project.

**G.** Provider will compute and submit the request for relocation housing/rental supplements to the City of San Marcos for approval.

**H.** Provider will provide 90-day notice to displacee’s:

- Deliver the 90-day notice and benefits package at the same time as the written offer to purchase is delivered. The 90-day notice will not be delivered prior to a personal interview with the displacee during which time the Relocation Agent will determine the type, needs and eligibilities of the displacee, or before the issuance of the initial offer.

**I.** Provider will provide 30-day notice to vacate once the City has possession of the property. The displacee must be given a minimum of 90 days’ notice prior to being required to vacate. Provider will notify the City of San Marcos if the displacee does not vacate the premises after 30-day notice expires.

**J.** Negotiated Self-Moves (for non-residential moves)

- Request for Negotiated Self-Move will be submitted to the City for approval and will include: (1) a move plan; (2) written inventory signed and dated by the displacee (or their representative) and the Relocation Agent; and (3) a minimum of two (2) bids from commercial movers and supporting vendors, which will be requested by the provider and will be prepared in writing and in the name of the City. Depending on the complexity of the move additional supporting documentation may be necessary.

**K.** Provider will coordinate and monitor moves with displaced homeowners, business owners, tenants, and with moving companies in accordance with
the Uniform Act.

L. Provider will perform a decent, safe, and sanitary (DSS) inspection of replacement housing in accordance with the Uniform Act, which will be provided to the City.

M. The Relocation Agent will maintain relocation contact logs journaling all attempted and completed contacts with all parties, including descriptions of the reasons and outcome for each contact. Copies of all displacee’s emails with date and time sent must be captured in the Provider’s relocation contact logs.

N. The Relocation Agent will:
   - Attend closings on replacement property and ensure supplemental payment is properly distributed.
   - Process and compute increased interest payments as required.
   - Be available for any appeals and hearings.
   - Prepare all relocation payment claim submissions for all displacee’s in accordance with the City of San Marcos guidelines.
   - Deliver payments in accordance with the City of San Marcos guidelines.
   - Provide an executed form for the Certification of Eligibility with all displacee claims.
   - Provide the City of San Marcos copies of all documents to be approved prior to sending to displacee’s.

Task 6. Closing Services
A. Attempt to secure each owner’s signature on all documents such as easements, conveyances and tenant consents.

B. Obtain updated title information along with other forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from THE CLIENT.

C. The ROW Contractor shall record all original instruments immediately after closing at the respective County Clerk’s Office, including donations (Recording fees to be paid by The Client).

Task 7. Condemnation Support Services – (if required)
The City’s Attorney will be responsible for all matters requiring legal opinions, litigation, or legal interpretation regarding acquisition, unless otherwise authorized in writing. The ROW Contractor agrees to work with The City’s Attorney, or other assigned counsel, when legal matters are to be addressed. If required, the Contract manager and the ROW Contractor will:

A. Recommend the institution of proceedings in eminent domain against a landowner after all good faith negotiation efforts have failed.

B. Order an updated Title Commitment for Eminent Domain from title Company.

C. Use the information from the Title Commitment to join all interested parties. Spouses of owners must be joined.

D. Prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator’s Reports, Appraisal Acknowledgment, Pre-appraisal Contact Sheet, signed and sealed property description, plat, Final Offer Letter, and any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the Client, for submission to Eminent Domain Legal Counsel for The City.
November 21, 2019

Jeffrey Nagy
Halff Associates, Inc.
9500 Amberglen Blvd., Bldg. F, Suite 125
Austin TX 78729-1102

RE:  Blanco Riverine Flood Mitigation Project

Zamora, L.L.C (ZWA) is pleased to submit this proposal to HALFF for providing professional surveying services for the above referenced project and as shown in Exhibit A. The following scope of services with associated fees are based upon emails as provided by HALFF, along with the exhibits depicting the proposed survey limits. This proposal is our estimate of the anticipated services required and our assumptions. If our assumptions are incorrect, the associated fees would require a revision to address the correct assumption.

ASSUMPTIONS

1. Survey project limits are shown on Exhibit A.
2. Right-of-Entry will be needed for properties within the survey limits.

SCOPE OF SERVICES ROUTE SURVEY:

1. Coordinate with HALFF representative for meetings (if needed), project communications and status.

2. Project Control: ZWA shall utilize GPS network and existing City of San Marcos, FEMA and Hays County Primary Control or Benchmarks within the project area as a basis. ZWA shall establish a total of ten (10) survey control monuments at a maximum of 1,000 feet apart. The new control monument will consist of 5/8” iron rods with ZWA control cap, unless otherwise directed or site conditions permit. All horizontal values will be referenced to NAD-83 (EPOCH: 2011), Texas Plane Coordinate System, South Central Zone (4204). All horizontal values will be represented in US Survey Feet (USFT) and will be scaled to surface utilizing Surface Adjustment Factor (SAF) for Hays County of 1.00013, if necessary, otherwise project base shall be in grid. The vertical values for this project will be based on the North American Vertical Datum of 1988 (NAVD88) utilizing Geoid 2012B. The vertical values will be represented in USFT.

3. Right-of-Entry: ZWA will attempt to obtain written right-of-entry through regular and certified mail from the landowners for surveying purposes prior to commencing any work on private property. The Surveyor anticipates that the Engineer and City of San Marcos will handle problems regarding any refusal to grant right-of-entry or communication with land owners who are hostile with respect to the completion of this scope of services. The Surveyor will document any interactions with landowners. Gaining right-of-entry from all land owners in a timely manner will be critical to the success and efficiency in meeting deadlines for this project.

4. Base Map: ZWA will perform research within the Hays County Clerk’s files for vesting deeds, recorded subdivision plats, and available recorded easements within survey project limits. ZWA will also obtain Hays County Appraisal District (HCAD) current available tax plats and ownership information. ZWA will produce a base map with approximate property lines and easements from record information obtained from research. Base map will also contain record deed, plat, and HCAD information. Base map will be prepared using Microstation. A Microstation drawing file and a PDF drawing will be furnished.
5. **ROW lines and Boundary Surveys:** ZWA shall locate and verify the Right-of-ways of all streets, roads, alleys and tracts of land for potential easement locations. ZWA shall analyze record information with respect to found field boundary data associated with this project preparation of the drawing (all found monumentation will be shown).

6. **Topographic Survey:** ZWA shall collect visible improvements and natural ground elevations at approximately 50-foot intervals within the survey project limits to provide a detailed DTM model with 1’ contours. This data will include, but not be limited to: grade breaks, edge of pavement, crown of road, curb and gutter, three-dimensional features, drainage structures, driveways, and retaining walls.

7. **Utility Locate:** ZWA shall contact One-Call (Texas811) to mark underground utilities within the survey project limits prior to field surveying operations. ZWA will locate utility markings found at the time of the field survey to assist in the location of underground utilities to be located in the survey/mapping deliverables. The Surveyor will maintain documentation of all notification calls and responses. ZWA anticipates there will be existing storm line, water lines, wastewater lines, fiber lines, electric lines, telephone lines and misc., lines that will be mapped and identified. ZWA shall utilize City of San Marcos GIS records to assist field locations.

8. **Tree Survey:** ZWA shall locate all trees with trunk diameters of 8 inches or greater at 52 inches above the ground within and adjacent to existing right-of-way limits. Trees located will be mapped and tagged depicting the canopy, size, type, and location and will be noted on digital file. Trees will be plotted to City of San Marcos Standards. Trees in private property will be mapped and not tagged unless right of entry is provided by the property owner.

9. **Easement Descriptions with sketch:** ZWA shall produce approximately twenty-four (24) parcels for a total of approximately thirty-six (36) permanent easement legal descriptions and sketches along proposed alignment once an option has been chosen. ZWA shall review title commitment reports provided by the Engineer or the City for each easement if needed. ZWA shall provide closure reports.

10. **QA/QC:** ZWA shall provide Quality Assurance / Quality Control of survey field, office data and files upon completion.

**PROJECT DELIVERABLES**

2. ASCII files with x y and z coordinates, feature code and description of all ground survey points in grid or surface coordinates.
3. A tree list containing tag number, tree diameter and common name.
4. Copy of ownership information and list
5. Copy of deeds and plats
FEE ESTIMATE NOT TO EXCEED:

<table>
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<tr>
<td>Easement Descriptions (36 x 1750)</td>
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<tr>
<td>Coordination/QA/QC Final Deliverables</td>
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<td>TOTAL</td>
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THIRD PARTY SERVICES: All third-party services including permits, uniformed officers for traffic control operations, and outside reproduction cost will be invoiced at cost, upon approval.

ADDITIONAL SERVICES

This proposal for surveying services is valid only for the services indicated hereon. All other surveying services, if requested by the Client, above and beyond the scope outlined herein will be provided based upon ZWA 2019 rates. If requested, a scope of work and estimated fee will be provided in writing prior to ZWA proceeding with any additional service.

Land Surveying (State of Texas) Board Rule Section 29:

Complaints with the Professional Land Surveying Services provided by Zamora, L.L.C can be directed to: Texas Board of Professional Land Surveying, 12100 Park 35 Circle Building A, Suite 156 MC 230, Austin, Texas 78753, Phone (512) 239-5263

Sincerely,

G. Rene Zamora, RPLS
Survey Project Manager
EXHIBIT A – Survey Limits
City of San Marcos

Legislation Text

File #: Res. 2020-28R, Version: 1

AGENDA CAPTION:
Receive a Staff presentation and hold a Public Hearing to receive comments for or against Resolution 2020-28R, providing no objection to the submission of an application for low income housing tax credits to the Texas Department of Housing and Community Affairs for the proposed Lantana on Bastrop Multifamily Housing Project located at the intersection of South Old Bastrop Highway and Rattler Road; approving findings related to the application; imposing conditions for such non objection; including the requirement that the applicant make an annual payment in lieu of taxes in the amount of $11,000; providing authorizations for execution or submission of documents related to the application and for negotiation and execution of an agreement for the annual payment in lieu of taxes; and declaring an effective date.

Meeting date: February 4, 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:
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 - High Density Mixed Use Dev. & Infrastructure in the Activity Nodes & Intensity Zones (supporting walkability and integrated transit corridors)
Master Plan: [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]
Vision San Marcos - A River Runs Through Us

Background Information:
Mark Tolley on behalf of DG Mission has applied for a Resolution of No Objection in order to qualify for housing tax credits administered by the Texas Department of Housing and Community Affairs. The proposed project is located approximately at the intersection of South Old Bastrop Highway and Rattler Road. The site is approximately 9.93 acres and is currently located in the ETJ. The applicant intends to pursue annexation and a CD-4 zoning designation. The project will include a total of 216 income and rent restricted units with 22 of those units restricted to households making 30% or less of AMI, 18 units restricted to households making 40% or less of AMI, 50 units restricted to households making 50% or less AMI, 71 units restricted to those making 60% or less of AMI, and 55 units restricted to those making 70% or less AMI. The project will include 11 ADA accessible units and a mix of 1,2, and 3-bedroom units. The applicant has committed to an annual payment in lieu of taxes (PILOT) of $11,000. This PILOT is calculated by taking $200 per unit per year on the 70% AMI units (55 units for $11,000 yearly). More details on the PILOT from the applicant are outlined below.

- The applicant, Mission DG, would make this payment from their share of annual operating net cash flow paid to them, after yearly dept service, operating costs and any other project priority payments. This is necessary so that the payment does not have any impact on the projected unit mix, the loan and equity amount, and agreed upon splits with the housing authority. Mission DG is confident the payment can be made after the project is put inter service.

- This payment would be made from Mission DG alone and would not include funds from the San Marcos Housing Authority. There is simply not enough time to have this vetted properly by the Housing Authority.

- The amount is nominal because Mission DG has already allocated all project funds available (with a present value of millions of dollars) in order to subsidize all the units at 50% of AMI or below (90 apartments). Any larger payment would necessitate the reduction of 40% or 50% AMI units or possibly even change the ownership structure with the housing authority.

- DG Mission has stated that this should not be viewed as a precedent. They are doing this in good faith to respond to your request after our partnership with the San Marcos Housing Authority was agreed
upon and to help get the project approved by addressing requests by the housing committee. The final policies relating to projects like ours, a local partnership with the San Marcos Housing Authority authorized by the San Marcos Public Facilities Corporation, should be the result of discussions between the City, the Housing Authority and the Public Facilities Corporation.

- DG Mission believes the structure used not only fully complies with the current housing policies of the city but also with its proposed amendments. Using the San Marcos Public Facilities Corporation to create public-private-partnerships (P3’s) owned by affordable housing developers and The San Marcos Housing Authority is one of the best structures for the citizens of San Marcos who need affordable housing. Not only are additional private sector driven affordable housing units aggressively created this way, but this shared ownership structure makes significant yearly cash payments, from all its P3 projects, to the San Marcos Housing Authority in support of other local housing needs for the city’s even neediest residents.

The San Marcos Affordable Housing Policy (Resolution 2019-209R) outlines the Resolution of No Objection. The City of San Marcos utilizes the below criteria in order to determine whether a resolution will be recommended for consideration by the City Council. Applications must meet at least 5 of the 8 criteria below, including criteria #1 in order to receive a positive staff recommendation. Applicants requesting an exemption from local ad valorem property taxes must also meet sub-criteria 1a-1e in order to be considered. An analysis of met and unmet criteria for the proposed Lantana on Bastrop Multifamily Housing Project is outlined as follows:

1. **No exemption from taxes may be considered unless the project meets the criteria listed below.** The purpose of this criteria is to help increase the City’s inventory of affordable units and ensure that units benefiting the program are reserved for low income households that need them.

   **Met**- The applicant is requesting a tax exemption and has met the required criteria listed below.

   a. **A minimum of 10% of all units within the project shall be affordable to households at or below 30% of the AMI for the duration of the tax exemption**

      **Met**- The project will provide a minimum of 22 units (10% of all units) that are affordable to households at or below 30% AMI for the duration of the tax exemption.

   b. **A minimum of 10% of the units affordable to households at or below 30% of the AMI shall be ADA accessible**

      **Met**- The project will provide a minimum of 3 units (13%) that are ADA accessible and affordable to households at or below 30% AMI.
c. A minimum of 35% of the units within a project that is not age restricted shall include a minimum of three bedrooms in each unit
   Met-The project will provide a minimum of 76 (35% of all units) three-bedroom units.

d. The project shall include these criteria in the Texas Department of Housing and Community Affairs Land Use Restriction Agreement (LURA)
   Met-The project shall include these criteria in the Texas Department of Housing and Community Affairs Land Use Restriction Agreement.

e. When considering a recommendation of support, preference shall be given to projects that utilize a local entity for such tax exemptions
   Preferred-LIHTC projects can partner with non-profits which then qualify the project to receive local tax credits. While there are many partners in the central Texas area, a local partner such as the Housing Authority or other local San Marcos area non-profits, if available, can ensure that revenues remain in the community. This project will be partnering with the San Marcos Housing Authority to obtain a property tax exemption.

2. The proposed units address a housing need identified in this housing policy or in the City’s current consolidated plan for HUD programs.
   Met-The project will provide a total of 22 units (10% of all proposed units) affordable to those making 30% AMI or less, a total of 18 units (8% of all proposed units) affordable to those making 40% AMI or less, a total of 50 units (24% of all proposed units) affordable to those making 50% AMI or less, a total of 71 units (25% of all proposed units) affordable to those making 60% AMI or less, and a total of 55 units (25% of all proposed units) affordable to those making 70% AMI or less. The project will be located directly adjacent to San Marcos High School and Bowie Elementary and within close proximity to the Amazon facility. The project will provide a mix of unit types (one to three-bedroom options will be available) and a total of 11 ADA accessible units. Although the proposed location is not within ¼ or ½ mile of all the services listed in criteria 5 and 6 of the City’s policy, the development will be required to provide vehicular and pedestrian connectivity such as sidewalks along all public streets. In addition, the project is located in a medium intensity zone which may include future development and connectivity to adjacent goods and services.

3. The project is located within a high or medium intensity zone on the preferred scenario map.
   Met-The property is located in the East Village Medium Intensity Zone.

4. The project is not proposed to develop under a legacy district on the City’s current zoning map.
The property is currently located in the ETJ but the applicant intends to pursue annexation and a CD-4 zoning designation.

5. **The project is located within a ½ mile walking distance to grocery, medical services, and schools.**

   Not Met - The subject property is located within ½ mile walking distance to the San Marcos High School and within 1-mile walking distance to Bowie Elementary School. The project is located approximately 1.8 miles from the closest medical service, Medfirst Primary Care at San Marcos and approximately 2 miles from the closest clinics and medical services available in the San Marcos Medical District. A Dollar General store is the closest location offering some food items and is located approximately ½ mile walking distance from the subject property. There are no grocery stores within 0.5 miles walking distance of the subject property. Sidewalk infrastructure and pedestrian connectivity is lacking in this area and routes to these amenities require pedestrians to walk on Highway 123 and Old Bastrop Road. However, the area is located in the East Village Medium Intensity Zone which is envisioned to include pedestrian infrastructure as the area develops. The development would also be required to construct sidewalks along all portions of public right-of-way fronting their property. The applicant is proposing a shuttle service. Please see criteria 6 for additional details on the proposed shuttle.

6. **The project is located within ¼ walking distance of a proposed or existing bus stop on a current or planned transit route.** If the project is not located within ¼ mile walking distance of a proposed or existing bus stop on a current or planned transit route, a private shuttle service for residents is provided in accordance with TDHCA requirements.

   Met - The property is not located within ¼ mile of an existing or planned CARTS bus route or stop. The closest existing CARTS bus stop is at the intersection of Sadler Drive and Wonder World Drive, approximately 2.3 miles away.

   The applicant is proposing a contracted shuttle service to provide transportation to major destinations (grocery, pharmacy, big box retailer, schools, medical) and, if the district bus system does not serve the Project, the shuttle will operate daily during the school year to provide transportation to and from school for the Project's students. The shuttle service would operate six days a week on the following schedule:

   **DURING SCHOOL YEAR**
   - Monday - Friday: 6:00AM-6:00PM
   - Saturday: 10:00AM-2:00PM

   **DURING SCHOOL RECESS**
Monday-Friday: 9:00AM-6:00PM  
Saturday: 10:00AM-2:00PM

This service will be documented in the Resolution and provided in accordance with the LURA.

7. **The project is renovating or redeveloping an existing multifamily complex or under-performing development.**
   - **Not Met** - The project will be a new development.

8. **The project incorporates wraparound support services that provide flexible voluntary social, economic, or education benefits to the residents.**
   - **Met** - The project incorporates wraparound support services that provide flexible voluntary social, economic, or education benefits to the residents. In addition, City of San Marcos LIHTC policy states that **proposed support services should:**
     a. **Meet the needs of the local community**
        - **Met** - The project will incorporate the following residential supportive services to meet the needs of the local community; shuttle service that exceeds TDHCA requirements, 12 hours of weekly, organized on site K-12 services provided by a dedicated service coordinator or third-party entity; 4 hours of weekly, organized, on site adult classes; a food pantry consisting of non-perishable food items and common household items; an annual health fair provided by a health care professional; notary services during regular business hours; twice monthly arts, crafts, and other recreational activities; and a part time on-site resident services coordinator.
     b. **Utilize support services and resources**
        - **Met** - The applicant will contract with Community Housing Resource Partners to provide resident support services to residents. CHR is also the supportive services provider for Encino Pointe Apartments and Sienna Pointe in San Marcos and has established relationships with local services and groups in the area to provide the resources that will be implemented at the Project. Please see the attached staff memo for the proposed service provider for each support service as well as additional details on programming and operation.
     c. **Exceed the minimum TDHCA requirements for amenities; and**
        - **Met** - TDHCA requires that projects seeking tax credits provide an array of amenities and resident support services. The project receives a certain amount of points towards their application for each amenity or service selected. TDHCA requires a minimum of 22 points in the Common Amenities category and a minimum of 8 points in the Resident Support Services
category. The applicant’s proposed Resident Support Services would generate 17.5 points, which is more than twice the minimum requirement. The applicant’s proposed Common Amenities would generate 24 points which exceeds the minimum requirement of 22 points. Additional details on the proposed Resident Support Services is below. Please see the “Project Amenity Scoring” table(s) for an overview of the applicant’s selected amenities and support services.

d. Submit to the City the Project’s TDHCA Application for Low Income Housing Tax Credits and include the list of amenities in the Project’s Land Use Restriction Agreement

Met-The applicant has not yet applied to TDHCA for Low Income Housing Tax Credits but has submitted their list of amenities. The project’s TDHCA application and LURA will be submitted to the City to ensure compliance with the resolution.

A table summarizing the criteria met is provided below:

<table>
<thead>
<tr>
<th>Housing Policy Criteria for Recommendation of Approval</th>
<th>Lantana on Bastrop South Old Bastrop Highway &amp; Rattler Road</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) No exemption from local taxes may be considered unless the project meets the criteria listed below. The purpose of the criteria is to help increase the City’s inventory of affordable units and ensure that units benefiting from the program are reserved for low income households that need them.</td>
<td>Met-The applicant is requesting a tax exemption but has met the required criteria in order to be considered.</td>
</tr>
<tr>
<td>1a) A minimum of 10% of all units within the project shall be affordable to households at or below 30% of the AMI for the duration of the tax exemption.</td>
<td>Met-The project will provide a minimum of 22 units that are affordable to households at or below 30% AMI for the duration of the tax exemption.</td>
</tr>
<tr>
<td>1b) A minimum of 10% of the units affordable to households at or below 30% of the AMI shall be ADA accessible</td>
<td>Met-The project will provide a minimum of 3 units that are ADA accessible and affordable to households at or below 30% AMI</td>
</tr>
<tr>
<td>1c) A minimum of 35% of the units within a project that is not age-restricted shall include a minimum of three bedrooms in each unit.</td>
<td>Met-The project will provide a minimum of 76 three-bedroom units.</td>
</tr>
<tr>
<td>1d) The project shall include these criteria in the Texas Department of Housing and Community Affairs Land Use Restriction Agreement (LURA)</td>
<td>Met-The project shall include these criteria in the Land Use Restriction Agreement.</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>1e) When considering a recommendation of support, preference should be given to projects that utilize a local entity for such exemption.</td>
<td>Preferred-The project will be partnering with the local San Marcos Housing Authority.</td>
</tr>
<tr>
<td>2) Addresses a housing need identified in this housing policy or in the City’s HUD programs</td>
<td>Met-The project will provide 216 affordable units affordable to those making 30%, 40%, 50%, and 70% or below of Area Median Income and will be located in close proximity to San Marcos High School, Bowie Elementary and the Amazon facility.</td>
</tr>
<tr>
<td>3) The project is located in a high or medium intensity zone on the Preferred Scenario Map</td>
<td>Met-The project is located in the East Village Medium Intensity Zone.</td>
</tr>
<tr>
<td>4) The project is not proposed to develop under a legacy district on the City’s current zoning map.</td>
<td>Met-The property is currently located in the ETJ. The applicant intends to pursue annexation and a CD-4 zoning designation.</td>
</tr>
<tr>
<td>5) The project is located within a ½ mile walking distance to grocery, medical services, and schools.</td>
<td>Not Met-The property is located within ½ mile walking distance to San Marcos High School but is not located within ½ mile of medical services, a grocery store, or other schools.</td>
</tr>
<tr>
<td>6) The project is located within ¼ walking distance of a proposed or existing bus stop on a current or planned transit route. If the project is not located within ¼ mile walking distance of a proposed or existing bus stop on a current or planned transit route, a private shuttle service for residents is provided in accordance with TDHCA requirements.</td>
<td>Met-The property is not located on an existing route and the nearest stop is ~2.3 miles away. The applicant will provide a private shuttle service for residents in accordance with TDHCA requirements.</td>
</tr>
<tr>
<td>7) The project is renovating or redeveloping an existing multifamily complex or underperforming development.</td>
<td>Not Met-The project will be a new development.</td>
</tr>
<tr>
<td>8) The project incorporates wraparound support services that provide flexible voluntary social, economic, or education benefits to the residents. Proposed support services should:</td>
<td>Met-The project will incorporate resident support services that meets the needs of the local community, utilizes local support services and resources, and exceeds minimum TDHCA requirements</td>
</tr>
<tr>
<td>8a) Meet the needs of the local community</td>
<td>Met-The project will incorporate a shuttle service, weekly on-site K-12 services and adult classes, a food pantry, an annual health fair, notary services, monthly crafts, arts, and other recreational activities, and an on-site part time resident services coordinator.</td>
</tr>
</tbody>
</table>
8b) Utilize local support services

Met - The project will contract with Community Housing Resource Partners (CHR) to provide resident support services to residents. Please see below for the local service providers the applicant is proposing to utilize. • Shuttle-Star Shuttle • On site K-12 Programming-San Marcos Public Library, American Sunrise • On site Adult Classes-English Language Learners, San Marcos Public Library, San Marcos CISD • Food Pantry-Hays County Food Bank • Annual Health Fair: Communicare Health Centers, Alligator Dental, Aqua Springs Dental, Heart to Heart Hospice

8c) Exceed the minimum TDHCA requirements for amenities; and

Met - TDHCA requires this project receive a minimum of 22 points in the Common Amenities category and a minimum of 8 points in the Resident Support Services category. The applicant’s proposed Common Amenities would generate 24 points and their proposed Resident Support Services would generate 17.5 points.

8d) Submit to the City the Project’s TDHCA Application for Low Income Housing Tax Credits and includes the list of amenities in the Project’s Land Use Restriction Agreement

Met - The applicant has not applied to TDHCA for low income housing tax credits but has provided the list of Common Amenities and Resident Support Services they intend to submit. The list of amenities and support services will be included in the project’s LURA and the LURA will be submitted to the City to ensure compliance.

Council Committee, Board/Commission Action:

At the December 3rd, 2019 City Council meeting Councilmembers voted 4-2 to deny Resolution 2019-238R. The applicant submitted a new application on December 20th 2019. LIHTC-20-01 was reviewed at the January 13th Committee on Workforce Housing meeting. At that meeting the Committee recommended that this application be presented to Council for their consideration at the February 4th meeting.

Alternatives:
**Recommendation:**
The City of San Marcos Low Income Housing Tax Credit Policy states applications must meet at least 5 of the 8 criteria, including criteria #1, in order to receive a staff recommendation for a Resolution of No Objection. Based on the criteria outlined in the policy, the application meets 6 of the 8 criteria. Staff recommends **approval** of the Resolution of No Objection for the proposed Lantana on Bastrop application to the Texas Department of Housing and Community Affairs for Low Income Housing Tax Credits.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS PROVIDING NO OBJECTION TO THE SUBMISSION OF AN APPLICATION FOR LOW INCOME HOUSING TAX CREDITS TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE PROPOSED LANTANA ON BASTROP MULTIFAMILY HOUSING PROJECT LOCATED AT THE INTERSECTION OF SOUTH OLD BASTROP HIGHWAY AND RATTLER ROAD; APPROVING FINDINGS RELATED TO THE APPLICATION; IMPOSING CONDITIONS FOR SUCH NON OBJECTION, INCLUDING THE REQUIREMENT THAT THE APPLICANT MAKE AN ANNUAL PAYMENT IN LIEU OF TAXES; PROVIDING AUTHORIZATIONS FOR EXECUTION OR SUBMISSION OF DOCUMENTS RELATED TO THE APPLICATION AND FOR NEGOTIATION AND EXECUTION OF AN AGREEMENT FOR THE ANNUAL PAYMENT IN LIEU OF TAXES; AND DECLARING AN EFFECTIVE DATE.

RECITALS:

1. Mission DG, LTD (the “Applicant”) has proposed a multifamily development presently known as “Lantana on Bastrop” for affordable rental housing at the intersection of South Old Bastrop Highway and Rattler Road in the City of San Marcos which will include 216 units (the “Project”).

2. The Applicant has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs (“TDHCA”) for Low Income Housing Tax Credits for the Project.

3. As provided for in §11.3(c) of the Qualified Allocation Plan, the City of San Marcos has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds.

4. In accordance with the requirements of Texas Government Code §2306.67071 and Texas Administrative Code §11.204(4):

   a. notice has been provided to the City of San Marcos, Texas;

   b. the City of San Marcos, Texas has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the Project; and

   c. the City of San Marcos, Texas has held a hearing at which public comment may be made on the Project.

5. The Applicant has demonstrated that the Project meets the necessary criteria in order to be considered for an exemption from local taxes as follows:
a. The project will provide a minimum of 22 units (10% of all units) affordable to households at or below 30% AMI for the duration of the tax exemption;

b. The project will provide a minimum of 3 units (13%) that are ADA accessible and affordable to households at or below 30% AMI;

c. The project will provide a minimum of 76 (35% of all units) three-bedroom units; and

d. The project shall include these criteria in the Texas Department of Housing and Community Affairs Land Use Restriction Agreement.

6. The Applicant has demonstrated that the Project complies with the City of San Marcos Affordable Housing Policy pertaining to consideration of Low Income Housing Tax Credit projects by meeting at least five of the eight necessary criteria as follows:

a. No exemption from taxes may be considered unless the project meets the following criteria;

b. The Project will address a housing need by providing 22 units for those making 30% or less of area median income, 18 units for those making 40% or less of the area median income, 50 units for those making 50% or less of the area median income, 71 units for those making 60% or less of the area median income, and 55 units for those making 70% or less of the area median income. The Project will be located in close proximity to San Marcos High School and Bowie Elementary and within close proximity to the Amazon facility. The Project will meet all applicable development standards in the San Marcos Development Code, sidewalks will be required along all public streets, and pedestrian connections will be made within the Project boundaries;

c. The Project is located in the East Village Medium Intensity Zone;

d. The Project is currently located in the ETJ but is proposed to develop under Character District-4 (CD-4) zoning designation;

e. The Project is not located within one quarter mile walking distance of a proposed or existing bus stop on a current or planned transit route and will provide a private shuttle service for residents in accordance with TDHCA restrictions; and

f. The Project will incorporate wraparound services that provide flexible voluntary social, economic, or education benefits to the residents. Incorporated services will utilize local support services and resources, meet the needs of the local community, and exceed the minimum Texas Department of Housing & Community Affairs requirements for amenities. The Project will incorporate the listed common amenities and resident support services:

i. Controlled gate access for entrance and exit areas, furnished fitness center (one item for every 40 units), children’s playscape, game area, swimming pool,
full perimeter fencing that includes parking areas and all amenities, fully enclosed off leash dog park, resident run community garden, gazebo or covered pavilion with a sitting area, barbecue grill(s) and picnic table(s), business center, furnished community room, library with an accessible sitting area, community dining room, high speed wi-fi coverage throughout the clubhouse and/or community building, bicycle parking, a private shuttle in accordance with TDHCA requirements, twelve hours of weekly, organized, on-site services provided to K-12 children by a dedicated service coordinator or third-party entity, four hours of weekly, organized, on-site classes provided to an adult audience by persons skilled or trained in the subject matter being presented, food pantry consisting of an assortment of non-perishable food items and common household items accessible to residents at least on a monthly basis or upon request, annual health fair provided by a health care professional, notary services during regular business hours, twice monthly arts, crafts, and other recreational activities, and a part time resident services coordinator with a dedicated office space at the Development or a contract with a third-party to provide the equivalent of 15 hours or more of weekly resident supportive services at the Development.

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

PART 1. The San Marcos City Council finds the Recitals to be true and correct and adopts them as the findings of the City Council and incorporates them as part of this resolution.

PART 2. After due consideration of the findings of the City Council as stated in the Recitals, the information provided by the Applicant and any public comment, the City of San Marcos, Texas has no objection to the proposed application for the Project to the TDHCA, and confirms that the City Council has voted specifically to support the submittal of applications for the Project and to authorize an allocation of Housing Tax Credits for the Project pursuant to Texas Government Code §2306.6703(a)(4).

PART 3. As conditions of approval of this resolution:

a. The Applicant must comply with all City of San Marcos rules and regulations governing the development of the Project including, but not limited to:

i. the adopted Transportation Master Plan;

ii. all standards and regulations within the City’s Code of Ordinances; and

iii. requirements for submission of required applications and payment of applicable fees.

b. The Applicant may not apply for and the Project will not be eligible to receive any variances from any applicable City of San Marcos ordinances, rules or regulations.

c. The Applicant must submit an executed Memorandum of Understanding for each local residential support service provider prior to the approval of future permits.
d. The Applicant must make an annual Payment in Lieu of Taxes (PILOT) to the City of San Marcos in the amount of $11,000. The PILOT will begin in Year 1 of the Project’s life.

e. The Applicant shall ensure that the requirement to make an annual PILOT shall be included as a covenant or obligation of the Applicant (and any successors) in the trust indenture for all bonds issued in connection with the Project and in the Land Use Restriction Agreement for the Project approved by TDHCA.

PART 4. As provided for in 10 TAC §11.3(d) it is hereby acknowledged that the proposed New Construction or Adaptive Reuse Development is located one linear mile or less from a Development that serves the same type of household as the proposed Development and has received an allocation of Housing Tax Credits (or private activity bonds) for New Construction in the three-year period preceding the date the Certificate of Reservation is issued.

PART 5. The Mayor or the City Manager, are each authorized to execute any and all documents as necessary for the Applicant to complete its application for the Project to the TDHCA, and the City Manager is further authorized to negotiate the terms of and to execute an agreement for an annual PILOT consistent with Part 3(d) above.

PART 6. For and on behalf of the City Council, the Mayor or the City Clerk are each authorized to certify one or more copies of this resolution for submission to TDHCA.

PART 7. 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
Lantana on Bastrop
Staff Memo

To: Shannon Mattingly – Planning and Development Services Director
From: Planning & Development Services – Shavon Caldwell, Planner
Date: January 14, 2020
Re: Lantana on Bastrop LIHTC Resolution, December 20th Application

Summary and Background
The Lantana on Bastrop was initially reviewed at the October 28th Committee on Workforce Housing meeting. At that time the Committee stated that compliance with criteria 8 of the City’s Low-Income Housing Tax Credit policy could not be determined without specific support services identified. Committee members asked the applicant to identify the specific services that would be incorporated into the project at the time of the local resolution. Following that meeting, the applicant identified the specific resident support services that will be incorporated into the project, identified local providers that may be used to provide local support services, and added a private shuttle to their proposal in order to meet criteria #6.

At the November 19th City Council meeting, Councilmembers voted to postpone consideration of Resolution 2019-238R to allow the Council Committee on Workforce Housing to meet and review the project with the applicant. In particular, Councilmembers voted to postpone in order to review and provide feedback on the proposed residential support services.

At the November 25th Council Committee on Workforce Housing meeting, Councilmembers requested that the applicant 1) identify the specific local service provider(s) that will implement each residential support service and 2) provide additional details such as frequency of service, planned times for service, etc. The Committee also discussed placing a condition on this project that Memorandum(s) of Understanding documenting local support services be submitted prior to issuing building permits or certificates of occupancy.

In response to the November 25th Council Committee on Workforce Housing request, the applicant identified the specific local service providers that will implement residential support services and provided additional details on programming and operations. In addition, the applicant agreed to provide executed Memorandum(s) of Understanding documenting partnerships with local service providers as a condition of approval for future building permits and certificates of occupancy. This requirement has been added to draft Resolution of No Objection as a condition of approval. Please see the attached “Table 1. Residential Support Services” for the additional requested details on the project’s proposed residential support services.

On December 3rd, 2019 City Council voted 4,2 to deny the request for a Resolution of No Objection. Since then the applicant has reapplied. The project being proposed under the new application is
identical to the applicant’s former proposal except for the proposed income and rent restrictions. Please see the attached “Table 2. Proposal 1 Unit Mix”, “Table 3. Proposal 2 Unit Mix” and “Figure 1. Proposal 1- and 2-Unit Mix Comparison” for a comparison of the income and rent restrictions proposed under the two applications.

**Attachments**

**Table 1. Residential Support Services**

<table>
<thead>
<tr>
<th>Resident Support Service</th>
<th>Local Service Provider or Resource</th>
<th>Programming &amp; Operations Details</th>
<th>Benefit to Local Community</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shuttle 6x a week to major destinations (grocery, pharmacy, big box retailer) or daily shuttle during the school year to schools not served by district bus system</td>
<td>Star Shuttle – San Marcos</td>
<td>Morning and Evening regularly scheduled services, monitored by property management and adjusted as needed to cater to tenants needs. Future options include Texas State Bobcat Shuttle; daily CARTS service, and other private ride-sharing shuttles, as needed.</td>
<td>Provides affordable &amp; reliable transportation and for the community’s residents who do not have reliable transportation.</td>
</tr>
<tr>
<td>12 hours of weekly, organized, on-site services provided to K-12 children by a dedicated service coordinator or third-party entity.</td>
<td>CHR After School Program; San Marcos Public Library – Summer Reading Initiative; On site Resident Services Coordinator</td>
<td>American Sunrise, an award winning after school educational service provider, will also provide supplemental after school instruction.</td>
<td>Provides after school child care and organized activities for working parents and first-generation children at the community to assure safe and productive activities for children.</td>
</tr>
<tr>
<td>4 hours of weekly, organized, on-site classes provided to an adult audience by persons skilled or trained in the subject matter being presented</td>
<td>English Language Learners – ESL San Marcos Public Library; San Marcos CISD-GED Information</td>
<td>Other services tailored to community requests and needs may include computer literacy, career placement and training, and legal support services.</td>
<td>Provides comfortable educational services for adults to improve skills, at no cost to residents.</td>
</tr>
<tr>
<td>Food pantry consisting of an assortment of non-perishable food items and common household items (i.e. laundry detergent, toiletries, etc.) accessible to residents at least on a monthly basis or upon request by a resident</td>
<td>Hays County Food Bank; On site Resident Services Coordinator</td>
<td>Other food banks located in Buda/Kyle.</td>
<td>Provides food, nutrition, and household item assistance to residents at little to no charge.</td>
</tr>
<tr>
<td>Resident Support Service</td>
<td>Local Service Provider or Resource</td>
<td>Programming &amp; Operations Details</td>
<td>Benefit to Local Community</td>
</tr>
<tr>
<td>--------------------------</td>
<td>-----------------------------------</td>
<td>----------------------------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>Annual health fair provided by a health care professional</td>
<td>Communicare Health Centers; Alligator Dental; Aqua Springs Dental; Heart to Heart Hospice</td>
<td>Other local healthcare providers to be determined.</td>
<td>Provides education on healthcare, dental, hospice services and options available to community residents.</td>
</tr>
<tr>
<td>Notary Services during regular business hours</td>
<td>On site staff</td>
<td>Provided gratis to residents.</td>
<td>Provides convenient notary services at no cost to residents.</td>
</tr>
<tr>
<td>Twice monthly arts, crafts, and other recreational activities</td>
<td>On site Resident Services Coordinator, through CHR arts and crafts programming, per both San Marcos and TDHCA requirements.</td>
<td>Provided to all residents as part of Supportive Services, and will included gardening instruction at the project’s community garden.</td>
<td>Provides creative, affordable, fun recreational options to residents.</td>
</tr>
<tr>
<td>A part-time resident services coordinator with a dedicated on-site office or a contract with a third-party to provide the equivalent of 15 hours minimum weekly</td>
<td>On site Resident Services Coordinator, through direction of CHR, per TDHCA requirements.</td>
<td>Will monitor and implement community related events and services.</td>
<td>Provides a free advocate with extensive experience in affordable childcare, healthcare, transportation, and nutrition options for the community’s residents.</td>
</tr>
<tr>
<td># of Bedrooms</td>
<td># of Bathrooms</td>
<td>% of AMI</td>
<td># of Units</td>
</tr>
<tr>
<td>---------------</td>
<td>----------------</td>
<td>----------</td>
<td>------------</td>
</tr>
<tr>
<td>1-BR</td>
<td>1-BA</td>
<td>30%</td>
<td>16</td>
</tr>
<tr>
<td>1-BR</td>
<td>1-BA</td>
<td>40%</td>
<td>12</td>
</tr>
<tr>
<td>1-BR</td>
<td>1-BA</td>
<td>50%</td>
<td>20</td>
</tr>
<tr>
<td>1-BR</td>
<td>1-BA</td>
<td>70%</td>
<td>42</td>
</tr>
<tr>
<td>2-BR</td>
<td>2-BA</td>
<td>30%</td>
<td>4</td>
</tr>
<tr>
<td>2-BR</td>
<td>2-BA</td>
<td>40%</td>
<td>4</td>
</tr>
<tr>
<td>2-BR</td>
<td>2-BA</td>
<td>50%</td>
<td>16</td>
</tr>
<tr>
<td>2-BR</td>
<td>2-BA</td>
<td>70%</td>
<td>26</td>
</tr>
<tr>
<td>3-BR</td>
<td>2-BA</td>
<td>30%</td>
<td>2</td>
</tr>
<tr>
<td>3-BR</td>
<td>2-BA</td>
<td>40%</td>
<td>6</td>
</tr>
<tr>
<td>3-BR</td>
<td>2-BA</td>
<td>50%</td>
<td>26</td>
</tr>
<tr>
<td>3-BR</td>
<td>2-BA</td>
<td>70%</td>
<td>42</td>
</tr>
<tr>
<td><strong>Total Units</strong></td>
<td></td>
<td></td>
<td><strong>216</strong></td>
</tr>
</tbody>
</table>
Table 3. December 20th Application-Proposed Unit Mix

<table>
<thead>
<tr>
<th># of Bedrooms</th>
<th># of Bathrooms</th>
<th>% of AMI</th>
<th># of Units</th>
<th>Max Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-BR</td>
<td>1-BA</td>
<td>30%</td>
<td>16</td>
<td>$532</td>
</tr>
<tr>
<td>1-BR</td>
<td>1-BA</td>
<td>40%</td>
<td>10</td>
<td>$710</td>
</tr>
<tr>
<td>1-BR</td>
<td>1-BA</td>
<td>50%</td>
<td>16</td>
<td>$887</td>
</tr>
<tr>
<td>1-BR</td>
<td>1-BA</td>
<td>60%/70%*</td>
<td>27</td>
<td>$1,065</td>
</tr>
<tr>
<td>1-BR</td>
<td>1-BA</td>
<td>70%</td>
<td>21</td>
<td>$1,242</td>
</tr>
<tr>
<td>2-BR</td>
<td>2-BA</td>
<td>30%</td>
<td>4</td>
<td>$639</td>
</tr>
<tr>
<td>2-BR</td>
<td>2-BA</td>
<td>40%</td>
<td>4</td>
<td>$852</td>
</tr>
<tr>
<td>2-BR</td>
<td>2-BA</td>
<td>50%</td>
<td>14</td>
<td>$1,065</td>
</tr>
<tr>
<td>2-BR</td>
<td>2-BA</td>
<td>60%/70%*</td>
<td>15</td>
<td>$1,278</td>
</tr>
<tr>
<td>2-BR</td>
<td>2-BA</td>
<td>70%</td>
<td>13</td>
<td>$1,491</td>
</tr>
<tr>
<td>3-BR</td>
<td>2-BA</td>
<td>30%</td>
<td>2</td>
<td>$738</td>
</tr>
<tr>
<td>3-BR</td>
<td>2-BA</td>
<td>40%</td>
<td>4</td>
<td>$984</td>
</tr>
<tr>
<td>3-BR</td>
<td>2-BA</td>
<td>50%</td>
<td>20</td>
<td>$1,230</td>
</tr>
<tr>
<td>3-BR</td>
<td>2-BA</td>
<td>60%/70%*</td>
<td>29</td>
<td>$1,476</td>
</tr>
<tr>
<td>3-BR</td>
<td>2-BA</td>
<td>70%</td>
<td>21</td>
<td>$1,722</td>
</tr>
</tbody>
</table>

Total Units 216
Figure 1. September 25th and December 20th Application Comparison

Proposed Percentage of Total Units by Income Restriction-September 25th Application

Proposed Percentage of Total Units by Income Restriction-December 20th Application
Project Description: A 216-unit multifamily apartment. The project will provide a mix of one to three-bedroom options and will provide a total of 11 ADA accessible units. A breakout of the proposed unit mix is provided below.

<table>
<thead>
<tr>
<th>Income Restriction</th>
<th>Unit Count</th>
<th>Percent of Total Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>30% AMI</td>
<td>22</td>
<td>10%</td>
</tr>
<tr>
<td>40% AMI</td>
<td>18</td>
<td>8%</td>
</tr>
<tr>
<td>50% AMI</td>
<td>50</td>
<td>24%</td>
</tr>
<tr>
<td>60%/70%*</td>
<td>71</td>
<td>33%</td>
</tr>
<tr>
<td>70% AMI</td>
<td>55</td>
<td>25%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>216</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bedroom</th>
<th>Unit Count</th>
<th>Percent of Total Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 bedroom</td>
<td>90</td>
<td>42%</td>
</tr>
<tr>
<td>2 bedrooms</td>
<td>50</td>
<td>23%</td>
</tr>
<tr>
<td>3 bedrooms</td>
<td>76</td>
<td>35%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>216</strong></td>
<td></td>
</tr>
</tbody>
</table>

Location: Intersection of South Old Bastrop Hwy. and Rattler Rd.
Acreage: 9.93 acres
Zoning: Currently located in the ETJ. Applicant intends to pursue annexation and CD-4 zoning designation
Comprehensive Plan Preferred Scenario: East Village Medium Intensity
Requesting Tax Exemption: Yes
LIHTC-20-01
Aerial View
The Lantana on Bastrop-South Old Bastrop Hwy & Rattler Rd

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: 1/16/2020
LIHTC-20-01
Zoning Map
The Lantana on Bastrop-South Old Bastrop Hwy & Rattler Rd

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: 1/16/2020
LIHTC-20-01
Distance to Services
The Lantana on Bastrop-South Old Bastrop Hwy & Rattler Rd

- 2.5 miles to Target
- 2.9 miles to Sam’s Club
- 2.3 miles to CARTS stop
- 0.5 miles to Dollar General
- 1.4 miles to Food & Fuel Express Convenience Store
- 2.5 miles to Target
- 2.9 miles to Sam’s Club

1.8 miles to MedFirst Primary Care Clinic
2 miles to closest clinics in San Marcos Medical District
0.9 miles to Bowie ES
0.1 miles to San Marcos HS
1.8 miles to MedFirst Primary Care Clinic
2 miles to closest clinics in San Marcos Medical District
0.9 miles to Bowie ES
0.1 miles to San Marcos HS

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: 10/17/2019
LIHTC-20-01
Existing Sidewalks
The Lantana on Bastrop-South Old Bastrop Hwy & Rattler Rd

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: 1/16/2020
LIHTC-20-01
CARTS, Fixed Routes and Bus Stops
The Lantana on Bastrop-South Old Bastrop Hwy & Rattler Rd

Site Location  CART Fixed Bus Route
Subject Property  1 - Hopkins/Wonder World
Parcel  5 - Texas State/Outlet Malls
City Limit  6 - Guadalupe/Redwood
★ CART Bus Stop

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: 1/16/2020
## Common Amenities

### 22 Total Points Required for Lantana on Bastrop Project

**Community Space for Resident Supportive Services**

<table>
<thead>
<tr>
<th>Amenity</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>High quality Pre-K program &amp; associated education space at the Development Site.</td>
<td>11</td>
</tr>
<tr>
<td>Multifunctional learning and care center(s) or conference room(s) with the appropriate furnishings to deliver classes or care for children (15 sq ft * total number of units, &gt;2,000 sq ft)</td>
<td>4</td>
</tr>
<tr>
<td>Multifunctional learning and care center(s) or conference room(s) with the appropriate furnishings to deliver classes or care for children (10 sq ft * total number of units, &gt;1,000 sq ft)</td>
<td>2</td>
</tr>
<tr>
<td>Service provider office in addition to leasing office</td>
<td>1</td>
</tr>
</tbody>
</table>

**Safety**

- ✔ Controlled gate access for entrance and exit areas | 1
- ✔ Secured Entry (applicable only if all Unit entries are within the building's interior) | 1
- ✔ Twenty-four hour, seven days a week monitored camera/security system in each building. | 2
- ✔ Twenty-four hour, seven days a week recorded camera/security system in each building. | 1
- ✔ Courtesy patrol service | 3

**Health/Fitness/Play**

- ✔ Accessible walking/jogging path | 1
- ✔ Furnished fitness center (one item for every 40 units) | 1
- ✔ Furnished fitness center (one item for every 20 units) | 2
- ✔ Children’s playscape equipped for 5 to 12-year olds, or a Tot Lot | 2
- ✔ Game area such as horseshoe pit, putting green, shuffleboard court, pool table, ping pong table | 1
- ✔ Swimming pool | 3
- ✔ Splash pad/water feature play area | 1
- ✔ Sport court or field (including but not limited to tennis, basketball, volleyball, soccer, or baseball field) | 2

**Design/Landscaping**

- ✔ Full perimeter fencing that includes parking areas and all amenities | 2
- ✔ Enclosed community sun porch or covered community porch/patio | 1
- ✔ Dog Park area that is fully enclosed and intended for tenant owned dogs to run off leash | 1
- ✔ Shaded rooftop or structural viewing deck | 2
- ✔ Porte-cochere | 1
- ✔ Lighted pathways along all accessible routes | 1
- ✔ A resident-run community garden | 1

**Community Resources**

- ✔ Gazebo or covered pavilion w/sitting area | 1
- ✔ Community laundry room | 2
- ✔ Barbecue grill(s) and picnic table(s) | 1
- ✔ Business center | 2
- ✔ Furnished Community room | 2
- ✔ Library with an accessible sitting area | 1
- ✔ Activity Room stocked with supplies | 2
- ✔ Community Dining Room | 3
- ✔ Community Theater Room | 3
- ✔ High-speed Wi-Fi with coverage throughout the clubhouse and/or community building | 1
- ✔ High-speed Wi-Fi with coverage throughout the Development | 2
- ✔ Bicycle parking | 1
- ✔ Package Lockers | 2

**Total Points - Common Amenities** 24
## Residential Support Services

### 8 Total Points Required for Lantana on Bastrop Project

#### Transportation Supportive Services

<table>
<thead>
<tr>
<th>Support Service</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>✅ Shuttle 3x a week to major destinations (grocery, pharmacy, big box retailer) or daily shuttle during the school year to schools not served by district bus system</td>
<td>3.5</td>
</tr>
<tr>
<td>Monthly transportation to community/social events</td>
<td>1</td>
</tr>
</tbody>
</table>

#### Children Supportive Services

<table>
<thead>
<tr>
<th>Support Service</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>High-Quality Pre-Kindergarten (HQ Pre-K) program and associated educational space</td>
<td>7</td>
</tr>
<tr>
<td>✅ 12 hours of weekly, organized, on-site services provided to K-12 children by a dedicated service coordinator or third-party entity.</td>
<td>3.5</td>
</tr>
</tbody>
</table>

#### Adult Supportive Services

<table>
<thead>
<tr>
<th>Support Service</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>✅ 4 hours of weekly, organized, on-site classes provided to an adult audience by persons skilled or trained in the subject matter being presented</td>
<td>3.5</td>
</tr>
<tr>
<td>Annual income tax preparation and education on how to claim the Earned Income Tax Credit</td>
<td>1</td>
</tr>
<tr>
<td>Contracted career training and placement partnerships with local worksource offices, culinary programs, or vocational counseling services; resident training programs that train and hire residents for job opportunities inside the development</td>
<td>2</td>
</tr>
<tr>
<td>External partnerships for provision of weekly substance abuse meetings at the Development Site</td>
<td>1</td>
</tr>
</tbody>
</table>

#### Health Supportive Services

<table>
<thead>
<tr>
<th>Support Service</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>✅ Food pantry consisting of an assortment of non-perishable food items and common household items (i.e. laundry detergent, toiletries, etc.) accessible to residents at least on a monthly basis or upon request by a resident</td>
<td>2</td>
</tr>
<tr>
<td>✅ Annual health fair provided by a health care professional</td>
<td>1</td>
</tr>
<tr>
<td>Weekly exercise classes (offered at times when most residents would be likely to attend)</td>
<td>2</td>
</tr>
<tr>
<td>Contracted onsite occupational or physical therapy services</td>
<td>2</td>
</tr>
</tbody>
</table>

#### Community Supportive Services

<table>
<thead>
<tr>
<th>Support Service</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partnership with local law enforcement and/or local first responders to provide quarterly on-site social and interactive activities intended to foster relationships with residents</td>
<td>2</td>
</tr>
<tr>
<td>✅ Notary Services during regular business hours</td>
<td>1</td>
</tr>
<tr>
<td>✅ Twice monthly arts, crafts, and other recreational activities</td>
<td>1</td>
</tr>
<tr>
<td>Specific case management services offered by a qualified Owner or Developer, qualified provider or through external, contracted parties for seniors, Persons with Disabilities or Supportive Housing</td>
<td>3</td>
</tr>
<tr>
<td>Weekly home chore services for Elderly Developments or Developments where the service is provided for Persons with Disabilities</td>
<td>2</td>
</tr>
<tr>
<td>Any of the programs described under Title IV-A of the Social Security Act (42 U.S.C. §§601, et seq.) which enables children to be cared for in their homes or the homes of relatives; ends the dependence of needy families on government benefits by promoting job preparation, work and marriage; prevents and reduces the incidence of unplanned pregnancies; and encourages the formation and maintenance of two-parent families</td>
<td>1</td>
</tr>
<tr>
<td>✅ A part-time resident services coordinator with a dedicated office space at the Development or a contract with a third-party to provide the equivalent of 15 hours or more of weekly resident supportive services at the Development</td>
<td>2</td>
</tr>
<tr>
<td>Provision, by either the Development Owner or a community partner, of an education tuition- or savings-match program or scholarships to residents who may attend college</td>
<td>2</td>
</tr>
</tbody>
</table>

### Total Points - Residential Support Services

**17.5**
HOUSING TAX CREDIT RESOLUTION
APPLICATION

Updated: October, 2019

CONTACT INFORMATION

<table>
<thead>
<tr>
<th>Applicant’s Name</th>
<th>Mark Tolley</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Owner</td>
<td>George Barnum Estate/Lisa Barnum</td>
</tr>
<tr>
<td>Company</td>
<td>Mission DG, ITD</td>
</tr>
<tr>
<td>Company</td>
<td>See Seller's Broker info</td>
</tr>
<tr>
<td>Applicant’s Mailing Address</td>
<td>454 Soledad Street, STE 200, San Antonio, TX 78205</td>
</tr>
<tr>
<td>Owner’s Mailing Address</td>
<td>26125 Mesa Oak Dr., San Antonio, TX 78255</td>
</tr>
<tr>
<td>Applicant’s Phone #</td>
<td>210.354.3705</td>
</tr>
<tr>
<td>Owner’s Phone #</td>
<td>Broker Contact: Stransky Properties, Stephen Stransky, 210.254.7700</td>
</tr>
<tr>
<td>Applicant’s Email</td>
<td><a href="mailto:mark@missiondg.com">mark@missiondg.com</a></td>
</tr>
<tr>
<td>Owner’s Email</td>
<td><a href="mailto:stephen@stranskyproperties.com">stephen@stranskyproperties.com</a></td>
</tr>
</tbody>
</table>

PROPERTY INFORMATION

Subject Property Address: Site unaddressed. Legal Description: A0474 Cyrus Wickson Survey, Tract 1, Acres 9.90

Tax ID #: R 18914

Existing Zoning: ETJ

Legal Description: Lot _______ Block _______ Subdivision _______

Existing Use: Vacant

Proposed Use: Multifamily

DESCRIPTION OF REQUEST

Project Name: The Lantana on Bastrop

Briefly Describe the Proposal (reason for choosing location, target population, property amenities or services, energy efficient components etc.):

A 216-unit Class-A mixed income multifamily community for qualifying households with incomes at 30%, 40%, 50%, and 70% AMI. Located directly across from San Marcos High School and within close proximity to the Amazon facility, the development will provide well-appointed units and attractive amenities - such as a resort-style pool, resident supportive services, business center, fitness center, energy efficient appliances and fixtures, open concept floor plans, etc. - at rent levels attainable to a diverse range of income groups.

Type of Housing Tax Credit Resolution:

☐ 4% Housing Tax Credit   or   ☐ 9% Housing Tax Credit

DESCRIPTION OF UNITS

<table>
<thead>
<tr>
<th>UNIT TYPE</th>
<th>MARKET RATE UNITS</th>
<th>AFFORDABLE UNITS</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Units</td>
<td>216</td>
<td>216</td>
<td>216</td>
</tr>
<tr>
<td>Percentage of Total Units</td>
<td>0%</td>
<td>100%</td>
<td>100%</td>
</tr>
</tbody>
</table>

How many units are available to each income bracket listed below (i.e. rent level of tenants)?

<table>
<thead>
<tr>
<th>0 – 30% AMI</th>
<th>31 – 50% AMI</th>
<th>51 – 60% AMI</th>
<th>61 – 80% AMI</th>
<th>Market Rate</th>
<th>Total Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td>68</td>
<td>71</td>
<td>55</td>
<td>0</td>
<td>216</td>
</tr>
</tbody>
</table>

Describe the unit mix:

<table>
<thead>
<tr>
<th>Efficiency</th>
<th>1 Bedroom</th>
<th>2 Bedroom</th>
<th>3 Bedroom</th>
<th>4 Bedroom</th>
<th>Total Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>90</td>
<td>50</td>
<td>76</td>
<td>0</td>
<td>216</td>
</tr>
</tbody>
</table>

How Many Accessible Units are Included: 11 ADA
Criteria
Applications must meet at least 6 of the 9 criteria below, including criteria #1, in order to receive a staff recommendation for a resolution of support. Please indicate which of the criteria your project is consistent with and explain. Use additional pages if necessary.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ 1. No exemption from local taxes is requested</td>
<td>The Project will meet Criteria #1 subject to approval of the proposed Affordable Housing Policy attached. In order to provide units available to low- and very low-income households, the San Marcos Housing Authority will serve as both the General Partner of the Development Owner and the Landlord, which also provides the Project with ad valorum tax exemption. This enables the Project to provide 10% of the units (22 units) at 30% AMI and 78 3-bedroom units (35% of the project’s units). The San Marcos Housing Authority voted to approve the partnership at their June 25, 2019 meeting.</td>
</tr>
<tr>
<td>☑ 2. The project addresses a housing need identified in the City’s Housing Policy or the City’s current consolidated plan for HUD programs</td>
<td>The Project will provide 216 units for households with incomes at 30%, 40%, 50%, and 70% AMI with proximity to San Marcos High School, Bowie Elementary, and the Amazon facility. The Project will provide a mix of unit types (one to three bedrooms) and will offer 11 ADA compliant units.</td>
</tr>
<tr>
<td>☑ 3. The project is located within a high or medium intensity zone on the City’s Preferred Scenario Map</td>
<td>The Development Site is located within the East Village (medium intensity) zone, which may include future development and connectivity to adjacent goods and services.</td>
</tr>
<tr>
<td>☑ 4. The project is not proposed to develop under a legacy district on the City’s current zoning map</td>
<td>Currently located within the San Marcos ETJ, upon annexation the Project will be situated within a Character District (East Village) and rezoned as CD-4. CD-4 is intended to accommodate a variety of residential uses, including multifamily.</td>
</tr>
<tr>
<td>☐ 5. The project is located within half a mile (.5) walking distance from services such as grocery, medical facilities, and schools.</td>
<td>The Project is located directly across from San Marcos High School (approximately 0.1 miles walking distance) and 0.9 miles walking distance from Bowie Elementary. It is also approximately 0.5 miles walking distance from the Dollar General situated at the corner of Old Bastrop Rd. and Guadalupe. The property is approximately 1.8 miles from MedFirst Primary Care and 2 miles from the nearest clinics and medical services in the San Marcos Medical District.</td>
</tr>
<tr>
<td>☑ 6. The project is located within one quarter mile (.25) walking distance of a proposed or existing bus stop on a current or planned transit route.</td>
<td>While the Project is not located within 0.25 miles walking distance from an existing CARTS bus stop, the Development will provide a shuttle service that will operate on a set schedule, and will therefore be located within 0.25 miles of a proposed private transit route stop. CARTS Country Bus will also be available to transport residents outside of the shuttle’s operational hours.</td>
</tr>
<tr>
<td>☐ 7. The project is renovating or redeveloping an existing multifamily complex or under-performing development.</td>
<td>The Project will be an attractive, high-quality new development. Please see representative imagery attached.</td>
</tr>
<tr>
<td>☑ 8. The project is mixed income and provides at least 20% market rate units.</td>
<td>The Project provides 22 units at 30% AMI, 18 units at 40% AMI, 50 units at 50% AMI, 71 units limited to 70% AMI but set at reduced 60% AMI rents, and 55 units at 70% AMI rent and income limitations. As San Marcos continues to grow and market rents increase, these 60%/70% and 70% AMI units will be limited to the rent and income restrictions and provide affordable housing to moderate income households.</td>
</tr>
<tr>
<td>☑ 9. The project incorporates wraparound support services that provide flexible voluntary social, economic, or education benefits to the residents.</td>
<td>The Project will meet Criteria #8 as shown in the proposed Affordable Housing Policy attached herein. Wraparound resident supportive services will be provided by CHR Partners, a local non-profit organization that partners with local private and public institutions (such as San Marcos Public Library, San Marcos CISD, English Language Learners, CommuniCare, Aqua Spring Dental, and others) in providing local support services and resources. These services will be provided in accordance with TDHCA requirements and the LURA. A list of the proposed resident supportive services is attached.</td>
</tr>
</tbody>
</table>

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 $770 Technology Fee $13 TOTAL COST $783
Submittal of this digital Application shall constitute as acknowledgement and authorization to process this request.

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

The George Barnum Estate

I, ___________________________________________ (owner) acknowledge that I am the rightful owner of the property located at ___________________________________________ (address).

Being a 9.91 acre tract of land, located in the C. Wickson Roberts Survey, Abstract No. 474, Hays County, Texas, et. al.

Mission DG, LTD. by Mark Tolley, its General Partner

I hereby authorize ___________________________________________ (agent name) to file this application for ___________________________________________ (application type), and, if necessary, to work with the Responsible Official / Department on my behalf throughout the process.

Handwritten Signature:

Signature of Property Owner: ___________________________ Date: ___________________________

Printed Name: _______________________________________

Signature of Agent: ___________________________ Date: 9/18/19

Printed Name: Mark Tolley
# Checklist for Housing Tax Credit Resolution 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></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 Housing Tax Credit Resolution</td>
<td></td>
</tr>
<tr>
<td>Subdivision Plat or Metes and Bounds Description</td>
<td></td>
</tr>
<tr>
<td>If metes &amp; bounds is provided the following may be required:</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>Application Filing Fee</td>
<td>$770</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...”**
**Units will be reduced to 60% AMI levels but will be classified as 70% AMI units in the LURA to allow these units the potential to shift to serve moderate income households as San Marcos experiences future growth and market rents increase.**

<table>
<thead>
<tr>
<th># of Bedrooms</th>
<th># of Bathrooms</th>
<th>% of AMI</th>
<th># of Units</th>
<th>Max Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-BR</td>
<td>1-BA</td>
<td>30%</td>
<td>16</td>
<td>$532</td>
</tr>
<tr>
<td>1-BR</td>
<td>1-BA</td>
<td>40%</td>
<td>10</td>
<td>$710</td>
</tr>
<tr>
<td>1-BR</td>
<td>1-BA</td>
<td>50%</td>
<td>16</td>
<td>$887</td>
</tr>
<tr>
<td>1-BR</td>
<td>1-BA</td>
<td>60%/70%*</td>
<td>27</td>
<td>$1,065</td>
</tr>
<tr>
<td>1-BR</td>
<td>1-BA</td>
<td>70%</td>
<td>21</td>
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<td>4</td>
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<td>2-BA</td>
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<tr>
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<td>2-BA</td>
<td>50%</td>
<td>14</td>
<td>$1,065</td>
</tr>
<tr>
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<td>2-BA</td>
<td>60%/70%*</td>
<td>15</td>
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<tr>
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<td>2-BA</td>
<td>70%</td>
<td>13</td>
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<tr>
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<td>2-BA</td>
<td>30%</td>
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<td>$738</td>
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<tr>
<td>3-BR</td>
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<td>2-BA</td>
<td>50%</td>
<td>20</td>
<td>$1,230</td>
</tr>
<tr>
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<td>2-BA</td>
<td>60%/70%*</td>
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<tr>
<td>3-BR</td>
<td>2-BA</td>
<td>70%</td>
<td>21</td>
<td>$1,722</td>
</tr>
</tbody>
</table>

**Total Units**  216
# Low Income Housing Tax Credit (LIHTC) Project-TDHCA Required Common Amenities

## Common Amenities

### 22 Total Points Required for Lantana on Bastrop Project

#### Community Space for Resident Supportive Services

<table>
<thead>
<tr>
<th>Amenity</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>High quality Pre-K program &amp; associated education space at the Development Site.</td>
<td>11</td>
</tr>
<tr>
<td>Multifunctional learning and care center(s) or conference room(s) with the appropriate furnishings to deliver classes or care for children (15 sq ft * total number of units, &gt;2,000 sq ft)</td>
<td>4</td>
</tr>
<tr>
<td>Multifunctional learning and care center(s) or conference room(s) with the appropriate furnishings to deliver classes or care for children (10 sq ft * total number of units, &gt;1,000 sq ft)</td>
<td>2</td>
</tr>
<tr>
<td>Service provider office in addition to leasing office</td>
<td>1</td>
</tr>
</tbody>
</table>

#### Safety

- Controlled gate access for entrance and exit areas | 1
- Secured Entry (applicable only if all Unit entries are within the building's interior) | 1
- Twenty-four hour, seven days a week monitored camera/security system in each building. | 2
- Twenty-four hour, seven days a week recorded camera/security system in each building. | 1
- Courtesy patrol service | 3

#### Health/Fitness/Play

- Accessible walking/jogging path | 1
- Furnished fitness center (one item for every 40 units) | 1
- Furnished fitness center (one item for every 20 units) | 2
- Children's playscape equipped for 5 to 12-year olds, or a Tot Lot | 2
- Game area such as horseshoe pit, putting green, shuffleboard court, pool table, ping pong table | 1
- Swimming pool | 3
- Splash pad/water feature play area | 1
- Sport court or field (including but not limited to tennis, basketball, volleyball, soccer, or baseball field) | 2

#### Design/Landscaping

- Full perimeter fencing that includes parking areas and all amenities | 2
- Enclosed community sun porch or covered community porch/patio | 1
- Dog Park area that is fully enclosed and intended for tenant owned dogs to run off leash | 1
- Shaded rooftop or structural viewing deck | 2
- Porte-cochere | 1
- Lighted pathways along all accessible routes | 1
- A resident-run community garden | 1

#### Community Resources

- Gazebo or covered pavilion w/sitting area | 1
- Community laundry room | 2
- Barbecue grill(s) and picnic table(s) | 1
- Business center | 2
- Furnished Community room | 2
- Library with an accessible sitting area | 1
- Activity Room stocked with supplies | 2
- Community Dining Room | 3
- Community Theater Room | 3
- High-speed Wi-Fi with coverage throughout the clubhouse and/or community building | 1
- High-speed Wi-Fi with coverage throughout the Development | 2
- Bicycle parking | 1
- Package Lockers | 2

## Total Points -Common Amenities

24
### Residential Support Services

#### 8 Total Points Required for Lantana on Bastrop Project

<table>
<thead>
<tr>
<th>Support Service</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shuttle 3x a week to major destinations (grocery, pharmacy, big box retailer) or daily shuttle during the school year to schools not served by district bus system</td>
<td>3.5</td>
</tr>
<tr>
<td>Monthly transportation to community/social events</td>
<td>1</td>
</tr>
</tbody>
</table>

#### Children Supportive Services

- High-Quality Pre-Kindergarten (HQ Pre-K) program and associated educational space  
  | Points |
| High-Quality Pre-Kindergarten (HQ Pre-K) program and associated educational space | 7      |

- 12 hours of weekly, organized, on-site services provided to K-12 children by a dedicated service coordinator or third-party entity  
  | Points |
| 12 hours of weekly, organized, on-site services provided to K-12 children by a dedicated service coordinator or third-party entity | 3.5    |

#### Adult Supportive Services

- 4 hours of weekly, organized, on-site classes provided to an adult audience by persons skilled or trained in the subject matter being presented  
  | Points |
| 4 hours of weekly, organized, on-site classes provided to an adult audience by persons skilled or trained in the subject matter being presented | 3.5    |

- Annual income tax preparation and education on how to claim the Earned Income Tax Credit  
  | Points |
| Annual income tax preparation and education on how to claim the Earned Income Tax Credit | 1      |

- Contracted career training and placement partnerships with local workforce offices, culinary programs, or vocational counseling services; resident training programs that train and hire residents for job opportunities inside the development  
  | Points |
| Contracted career training and placement partnerships with local workforce offices, culinary programs, or vocational counseling services; resident training programs that train and hire residents for job opportunities inside the development | 2      |

- External partnerships for provision of weekly substance abuse meetings at the Development Site  
  | Points |
| External partnerships for provision of weekly substance abuse meetings at the Development Site | 1      |

#### Health Supportive Services

- Food pantry consisting of an assortment of non-perishable food items and common household items (i.e. laundry detergent, toiletries, etc.) accessible to residents at least on a monthly basis or upon request by a resident  
  | Points |
| Food pantry consisting of an assortment of non-perishable food items and common household items (i.e. laundry detergent, toiletries, etc.) accessible to residents at least on a monthly basis or upon request by a resident | 2      |

- Annual health fair provided by a health care professional  
  | Points |
| Annual health fair provided by a health care professional | 1      |

- Weekly exercise classes (offered at times when most residents would be likely to attend)  
  | Points |
| Weekly exercise classes (offered at times when most residents would be likely to attend) | 2      |

- Contracted onsite occupational or physical therapy services  
  | Points |
| Contracted onsite occupational or physical therapy services | 2      |

#### Community Supportive Services

- Partnership with local law enforcement and/or local first responders to provide quarterly on-site social and interactive activities intended to foster relationships with residents  
  | Points |
| Partnership with local law enforcement and/or local first responders to provide quarterly on-site social and interactive activities intended to foster relationships with residents | 2      |

- Notary Services during regular business hours  
  | Points |
| Notary Services during regular business hours | 1      |

- Twice monthly arts, crafts, and other recreational activities  
  | Points |
| Twice monthly arts, crafts, and other recreational activities | 1      |

- Specific case management services offered by a qualified Owner or Developer, qualified provider or through external, contracted parties for seniors, Persons with Disabilities or Supportive Housing  
  | Points |
| Specific case management services offered by a qualified Owner or Developer, qualified provider or through external, contracted parties for seniors, Persons with Disabilities or Supportive Housing | 3      |

- Weekly home chore services for Elderly Developments or Developments where the service is provided for Persons with Disabilities  
  | Points |
| Weekly home chore services for Elderly Developments or Developments where the service is provided for Persons with Disabilities | 2      |

- Any of the programs described under Title IV-A of the Social Security Act (42 U.S.C. §§601, et seq.) which enables children to be cared for in their homes or the homes of relatives; ends the dependence of needy families on government benefits by promoting job preparation, work and marriage; prevents and reduces the incidence of unplanned pregnancies; and encourages the formation and maintenance of two-parent families  
  | Points |
| Any of the programs described under Title IV-A of the Social Security Act (42 U.S.C. §§601, et seq.) which enables children to be cared for in their homes or the homes of relatives; ends the dependence of needy families on government benefits by promoting job preparation, work and marriage; prevents and reduces the incidence of unplanned pregnancies; and encourages the formation and maintenance of two-parent families | 1      |

- A part-time resident services coordinator with a dedicated office space at the Development or a contract with a third-party to provide the equivalent of 15 hours or more of weekly resident supportive services at the Development  
  | Points |
| A part-time resident services coordinator with a dedicated office space at the Development or a contract with a third-party to provide the equivalent of 15 hours or more of weekly resident supportive services at the Development | 2      |

- Provision, by either the Development Owner or a community partner, of an education tuition- or savings-match program or scholarships to residents who may attend college  
  | Points |
| Provision, by either the Development Owner or a community partner, of an education tuition- or savings-match program or scholarships to residents who may attend college | 2      |

**Total Points - Residential Support Services**  

17.5
Regional Transportation for the non-urbanized areas of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Travis and Williamson counties & the San Marcos urbanized area.

CARTS delivers transportation tailored specifically for each of the one hundred and sixty-nine communities it serves. The service frequency in or to the various communities range from many times a day to once a month. Be sure to visit the CARTS web site at RideCARTS.com for updates and further route information for each community. Persons traveling out of town can use the Interurban Coach service. Most Country Bus schedules make connections to Interurban Coach services.

Rides are scheduled Monday thru Friday from 8am to 4pm / 24 hours advance notice required. Local vehicles serve neighboring towns so local ride times may vary.

**CURB-TO-CURB SERVICES RESERVED BY PHONE**

Enjoy the convenience of having a CARTS bus pick you up at your home, take you to your destination, and then back home again. We will set up a time for pickup within our time slots of general availability. On your first call we will request information to enter into your customer profile, and after that we will know you when you call.

**COUNTRY BUS FARES**

Fares are set by zones. A CARTS customer service agent will inform you of ride costs when booking the trip. All fares are based on a one-way trip.

- **Zone 1 - City**
  - Trips wholly within a town or city: $2.00 *$1.00

- **Zone 2 - Intra-county**
  - Trips originating and ending within the same county: $4.00 *$2.00

- **Zone 3 - Inter-county**
  - Trips with destinations outside the county of origin: $6.00 *$3.00

**HOPTHRU**

CARTS bus passes are now available on your phone. **HOPTHRU** is a streamlined mobile ticketing app for use on public transportation. Text “hopthru” to **43506** and download a link. After creating an account, tap “Buy Passes” on the main screen, select your preferred CARTS service from the list of agencies, and then select your desired pass type. Just before boarding the bus, tap on your pass to activate it. Present your pass to the driver while boarding and your off!

**NATIONAL CONNECTIONS**

Bus and Train Services: CARTS operates intercity bus terminals for Greyhound and makes connections to Greyhound stations. Which can take care of your shipping or travel needs nationwide. At our San Marcos Station, AMTRAK rail service is also available. Visit the CARTS web site at RideCARTS.com for station address and further information.

*C Reduced Fare: Registered CARTS Customers, Seniors 65 and older, Persons with Disabilities, and Children Under 12.
<table>
<thead>
<tr>
<th>Community Served</th>
<th>Destination</th>
<th>Route Day</th>
<th>Departure</th>
<th>Return</th>
<th>One-Way</th>
<th>Reduced</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Northern Rural Hays County</strong></td>
<td>To: Austin</td>
<td>Tuesday</td>
<td>8:15a</td>
<td>1:00p</td>
<td>$6.00</td>
<td>$3.00</td>
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<tr>
<td></td>
<td>To: San Marcos</td>
<td>Tue &amp; Thurs</td>
<td>8:30a</td>
<td>12:30p</td>
<td>$4.00</td>
<td>$2.00</td>
</tr>
<tr>
<td></td>
<td>To: Kyle</td>
<td>Tue &amp; Thurs</td>
<td>8:30a</td>
<td>12:30p</td>
<td>$2.00</td>
<td>$1.00</td>
</tr>
<tr>
<td><strong>Driftwood</strong></td>
<td>To: Austin</td>
<td>Monday</td>
<td>8:15a</td>
<td>1:00p</td>
<td>$6.00</td>
<td>$3.00</td>
</tr>
<tr>
<td></td>
<td>To: Dripping Springs</td>
<td>1st &amp; 3rd Tuesday</td>
<td>8:15a</td>
<td>1:00p</td>
<td>$4.00</td>
<td>$2.00</td>
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<tr>
<td></td>
<td>To: Wimberley</td>
<td>1st &amp; 3rd Tuesday</td>
<td>8:15a</td>
<td>1:00p</td>
<td>$4.00</td>
<td>$2.00</td>
</tr>
<tr>
<td></td>
<td>To: San Marcos</td>
<td>Wednesday</td>
<td>8:30a</td>
<td>1:00p</td>
<td>$6.00</td>
<td>$3.00</td>
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<tr>
<td></td>
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<td>8:00a to 4:00p</td>
<td>$2.00</td>
<td>$1.00</td>
</tr>
<tr>
<td><strong>Wimberley</strong></td>
<td>To: Austin/Kyle</td>
<td>Monday</td>
<td>8:00a</td>
<td>1:00p</td>
<td>$6.00</td>
<td>$3.00</td>
</tr>
<tr>
<td></td>
<td>To: San Marcos</td>
<td>Wednesday</td>
<td>9:00a</td>
<td>1:30p</td>
<td>$4.00</td>
<td>$2.00</td>
</tr>
<tr>
<td></td>
<td>To: Dripping Springs</td>
<td>Tue &amp; Thurs</td>
<td>8:00a</td>
<td>1:00p</td>
<td>$4.00</td>
<td>$2.00</td>
</tr>
<tr>
<td></td>
<td>Local Service</td>
<td>Tue &amp; Thurs</td>
<td>8:00a to 12:00p</td>
<td></td>
<td>$4.00</td>
<td>$2.00</td>
</tr>
<tr>
<td><strong>Dripping Springs</strong></td>
<td>To: Austin/Kyle</td>
<td>Monday</td>
<td>9:00a</td>
<td>1:00p</td>
<td>$6.00</td>
<td>$3.00</td>
</tr>
<tr>
<td></td>
<td>To: San Marcos</td>
<td>Wednesday</td>
<td>8:00a</td>
<td>1:00p</td>
<td>$4.00</td>
<td>$2.00</td>
</tr>
<tr>
<td></td>
<td>To: Wimberley</td>
<td>Tue &amp; Thurs</td>
<td>9:00a</td>
<td>1:00p</td>
<td>$4.00</td>
<td>$2.00</td>
</tr>
</tbody>
</table>
**What’s Changing?** Code SMTX is creating new zoning districts to replace existing districts that are not in line with the goals from the Comprehensive Plan. Replaced districts are referred to as Legacy Districts. Legacy Districts will remain on the zoning map and are still subject to the current allowed uses and current development standards related to height, lot sizes, and setbacks but new Legacy Districts cannot be added to the zoning map.

**Residential Legacy Districts**
- MR - Manufactured Home
- D - Duplex
- DR - Duplex Restricted
- TH - Townhouse
- PH-ZL Patio Home Zero Lot line
- MF-12 - Multi Family (12 units)
- MF-18 - Multi Family (18 units)
- MF-24 - Multi Family (24 units)

**Commercial Legacy Districts**
- MU - Mixed Use
- P - Public
- OP - Office Professional
- NC - Neighborhood Commercial
- CC - Community Commercial
- GC - General Commercial
- VMU - Vertical Mixed Use
- HC - Heavy Commercial

**Special Districts**
- HC - Heavy Commercial
- LI - Light Industrial
- HI - Heavy Industrial
- MH - Mobile Home
- EC - Employment Center

**Conventional Residential Districts**
- FD - Future Development
- AR - Agricultural Ranch
- SF-R - Rural Residential
- SF-11 - Single Family (11,000 sq. ft. Lot)
- SF-6 - Single Family (6,000 sq. ft. Lot)
- SF-4.5 - Single Family (4,500 sq. ft. Lot)
- MR - Manufactured Home

**Neighborhood Districts**
- ND3 - Neighborhood District - 3
- ND3.5 - Neighborhood District - 3.5
- ND4 - Neighborhood District - 4
- ND4M - Neighborhood District - 4 Main Street

**Character Districts**
- CD1 - Character District - 1
- CD2 - Character District - 2
- CD3 - Character District - 3
- CD4 - Character District - 4
- CD5 - Character District - 5
- CDSD - Character District - SD

**New Zoning Translation Table** - Implements the Preferred Scenario through zoning

<table>
<thead>
<tr>
<th>District Classification</th>
<th>Low Intensity</th>
<th>Low Intensity/Corridor</th>
<th>Existing</th>
<th>Intensity Zone</th>
<th>Employment Center</th>
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</thead>
<tbody>
<tr>
<td>Conventional Residential</td>
<td>P</td>
<td>_ _</td>
<td>P</td>
<td>___</td>
<td>___</td>
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<td>NP</td>
<td>NP</td>
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<tr>
<td>Character Districts</td>
<td>NP</td>
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<td>NP</td>
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<tr>
<td>Special Districts</td>
<td>NP</td>
<td>P</td>
<td>NP</td>
<td>___</td>
<td>P</td>
</tr>
</tbody>
</table>

P = Preferred; NP = Not Preferred; -- Not Allowed
METES AND BOUNDS

Being 9.933 acres of land, more or less, out of the C. Wilson Roberts Survey, Abstract No. 474, Hays County, Texas, and consisting of a portion 6.0 acres described in Deed recorded in Volume 208, Page 1.6, Deed Records of Hays County, Texas and all of 4.0 acres described in a Deed recorded in Volume 216, Page 41, Deed Records of Hays County, Texas, said 9.933 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod set for the South corner of this 9.933 acres, same being on the intersection of the northwest Right-of-Way of Old Bastrop Highway and the northeast Right-of-Way of Battler Road and the POINT OF BEGINNING;

THENCE along the northeast Right of Way of said Battler Road the following courses and distances:

North 46 degrees 04 minutes 57 seconds West (called North 46 degrees 05 minutes 31 seconds West), a distance of 171.75 feet to a point, and for the beginning of curve to the left;

Along said curve to the left with a radius of 1031.00 feet, an arc length of 40.17 feet (called 40.31 feet), a chord length of 40.17 feet, a chord bearing of North 47 degrees 05 minutes 19 seconds West, and a delta angle of 2 degrees 13 minutes 57 seconds to a point of tangency;

North 48 degrees 19 minutes 21 seconds West (called North 48 degrees 19 minutes 55 seconds West), a distance of 209.33 feet to a 1/2 inch iron rod set for the southwest corner of this 9.933 acres;

North 52 degrees 07 minutes 00 seconds East (called North 55 degrees 25 minutes 00 seconds East), at a distance of 19.92 feet pass a 1/2 inch iron rod found (monument of record dignity) in the for the South corner of Lot 2, Salinas Estates (Volume 17, Page 41), and in all a total distance of 620.93 feet to a 3/8 inch iron rod found for an angle corner of this 9.933 acres, same being the East corner of said Lot 2, and an angle corner of the Reed and Patricia Carr Revocable Trust 54.360 acre tract (Volume 2359, Page 218);

THENCE along the line common to this 9.933 acres and said Carr 54.360 acres, North 52 degrees 15 minutes 07 seconds East (called North 55 degrees 25 minutes 00 seconds East), a distance of 415.43 feet (called 415.50 feet) to a 1/2 inch iron rod found (monument of record dignity) for the North corner of this 9.933 acres, same being the West corner of the Housing Corporation of Eta Tau Chapter of Sigma Nu Fraternity 2.49 acre tract (Document No. 16915558);

THENCE along the line common to this 9.933 acres and said Sigma Nu 2.49 acres, South 46 degrees 16 minutes 15 seconds East (called South 45 degrees 40 minutes 00 seconds East), a distance of 427.88 feet (called 426.70 feet) to a 1/2 inch iron rod found for the northeast corner of this 9.933 acres, same being the South corner of said Sigma Nu 2.49 acres and on the northwest Right-of-Way of said Old Bastrop Highway;

THENCE along northwest Right-of-Way of said Old Bastrop Highway, South 52 degrees 35 minutes 52 seconds West (called South 55 degrees 25 minutes 00 seconds West), at a distance of 1009.91 feet pass a 1/2 inch iron rod found, and in all a total distance of 1030.71 feet to the POINT OF BEGINNING and containing 9.933 acres of land, more or less.

I hereby certify that these field notes were prepared from an actual survey made on the ground under my supervision and are true and correct to the best of my knowledge and belief. A survey plat of the above described tract prepared this day is hereby attached to and made a part hereof. Bearings shown herein are based on actual GPS observations, Texas State Plane Coordinate, South Central Zone, Grid.

Mark J. Ewald
Registered Professional Land Surveyor
Texas Registration No. 5095
1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: The George Barnum Estate
c/o Stephen Stransky
Address: 24198 Old Fredricksburg Road, San Antonio, TX
Phone: E-mail: stephen@stranskyproperties.com
Fax: Other:

Buyer: Mission DG, Ltd.
Attn: Mark Tolley
Address: 454 Soledad Street, Suite 200, TX 78205
Phone: (210)354-3705 E-mail: Mark@missiondg.com
Fax: Other: David@missiondg.com

2. PROPERTY:

A. "Property" means that real property situated in Hays County, Texas at 9.91 acres in San Marcos, Texas 78666 (address) and that is legally described on the attached Exhibit or as follows: Being a 9.91 Acre tract of land, located in the C. Wickson Roberts Survey, Abstract No. 474, Hays County, Texas and being all of that certain called 4 acre tract recorded in Volume 216, Page 41 deed records of Hays County, Texas and all of the remaining portion of a called 6 acre tract recorded in Volume 208, Page 116, deed records of Hays County, Texas.

B. Seller will sell and convey the Property together with:
(1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
(2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
(3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.) (If mineral rights are to be reserved an appropriate addendum should be attached.)

3. SALES PRICE:

A. At or before closing, Buyer will pay the following sales price for the Property:

(1) Cash portion payable by Buyer at closing $ 1,295,039.00
(2) Sum of all financing described in Paragraph 4
(3) Sales price (sum of 3A(1) and 3A(2)) $ 1,295,039.00

Initialed for Identification by Seller and Buyer

Page 1 of 14

Texas Association of REALTORS® COMMERCIAL CONTRACT - UNIMPROVED PROPERTY
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(TAR-1802) 4-1-18

Oanned Yellows, 111 S. Frio Street San Antonio TX 78207
Phone: 210-354-3705 Fax: 210-354-3705
Produced with zipForm® by zipLogix 12070 Fifth Ave. Peoria, Michigan 49024 www.ziplogix.com

KKP
B. Adjustment to Sales Price: (Check (1) or (2) only.)

☐ (1) The sales price will not be adjusted based on a survey.
X (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 8B.

(a) The sales price is calculated on the basis of $3.00 per:
X (i) square foot of total area
☐ (ii) acre of total area
☐ (iii) net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:
☐ (i) public roadways;
☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
☐ (iii) ____________________________

(c) If the sales price is adjusted by more than __________ % of the stated sales price, either party may terminate this contract by providing written notice to the other party within _________ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

☐ A. Third Party Financing: One or more third party loans in the total amount of $________________________.

This contract:
☐ (1) is not contingent upon Buyer obtaining third party financing.
☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).

☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be $________________________.

☐ C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of $________________________.

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit $10,000.00 as earnest money with Texas National Title within 7 days of effective date, (title company) at 721 Hwy 290 W, Ste. 201, Dripping Springs, TX 78620 (address) <Michelle LeMay-Flemming (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of $________________________ with the title company to be made part of the earnest money on or before:

☐ (i) ________ days after Buyer's right to terminate under Paragraph 7B expires; or
☐ (ii) ________________________

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

(TAR-1802) 4-1-18

Initiated for Identification by Seller ______________________ and Buyer ______________________
6. TITLE POLICY AND SURVEY:

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
   (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
   (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
   □ (a) will not be amended or deleted from the title policy.
   ✗ (b) will be amended to read "shortages in areas" at the expense of ✗ Buyer □ Seller.

(3) Within __20__ days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within __10__ days after the effective date:

□ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer ________________ (insert amount) of the cost of the survey at closing, if closing occurs.

□ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

✗ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ✗ Seller □ Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 20 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party NONE __________ (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

(1) Within __10__ days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new
document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: NONE

B. Feasibility Period: Buyer may terminate this contract for any reason within 90 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

☐ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $ 100,000 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

☐ (b) Not later than 3 days after the effective date, Buyer must pay Seller $ ___________ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional ___________ days by depositing additional earnest money in the amount of $ ___________ with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
(2) Buyer must:
(a) employ only trained and qualified inspectors and assessors;
(b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
(c) abide by any reasonable entry rules or requirements of Seller;
(d) not interfere with existing operations or occupants of the Property; and
(e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(3) Except for those matters that arise from the negligence of Seller or Seller’s agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller’s agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within ___10___ days after the effective date, Seller will deliver to Buyer: (Check all that apply.)
- [ ] (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- [x] (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- [x] (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- [x] (d) copies property tax statements for the Property for the previous 2 calendar years;
- [x] (e) plats of the Property;
- [x] (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
- [ ] (g) ____________________________________________

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date; (Check all that apply.)
- [ ] (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- [x] (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- [ ] (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller

(K) Initialed for Identification by Seller __________ and Buyer __________

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must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
(1) any failure by Seller to comply with Seller's obligations under the leases;
(2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
(3) any advance sums paid by a tenant under any lease;
(4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
(5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within ________ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _______________ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Stransky Properties, LLC

Cooperating Broker: Oakwall Ventures, Inc.

<table>
<thead>
<tr>
<th>Agent: Stephen Stransky</th>
<th>Agent: David Richardson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 24198 Old Fredericksburg Rd.</td>
<td>Address: 222 Ridgecrest</td>
</tr>
<tr>
<td>San Antonio, TX 78257</td>
<td>San Antonio, TX 78209</td>
</tr>
<tr>
<td>Phone &amp; Fax: (210)254-7700</td>
<td>Phone &amp; Fax: (212)464-7381</td>
</tr>
<tr>
<td>(210)568-4650</td>
<td>(210)629-1899</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:Stephen@stranskyproperties.com">Stephen@stranskyproperties.com</a></td>
<td>E-mail: <a href="mailto:David@missiondq.com">David@missiondq.com</a></td>
</tr>
<tr>
<td>License No.: 48174</td>
<td>License No.: 694892</td>
</tr>
</tbody>
</table>

Principal Broker: (Check only one box)

☑ represents Seller only.
☐ represents Buyer only.
☐ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. FEES: (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

☑ (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:

☑ 3,000 % of the sales price.

Cooperating Broker a total cash fee of:

☑ 2,500 % of the sales price.

The cash fees will be paid in County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

Initiated for Identification by Seller and Buyer.
NOTICE: Chapter 52, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:
   (1) $X$ 30 days after the expiration of the feasibility period.
   ___________________________ (specific date).

   ______

   (2) 7 days after objections made under Paragraph 8C have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver, at Seller's expense, a $X$ general warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
   (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
   (2) without any assumed loans in default; and
   (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
   (1) tax statements showing any delinquent taxes on the Property;
   (2) an assignment of all leases to or on the Property;
   (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
   (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
   (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (I) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (II) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
   (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

E. At closing, Buyer will:
   (1) pay the sales price in good funds acceptable to the title company;
   (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
   (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
      (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
      (b) specifies the exact dollar amount of the security deposit;
   (4) sign an assumption of all leases then in effect; and
   (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.
11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:
   (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
   (2) release of Seller's loan liability, if applicable;
   (3) tax statements or certificates;
   (4) preparation of the deed;
   (5) one-half of any escrow fee;
   (6) costs to record any documents to cure title objections that Seller must cure; and
   (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:
   (1) all loan expenses and fees;
   (2) preparation of any deed of trust;
   (3) recording fees for the deed and any deed of trust;
   (4) premiums for flood insurance as may be required by Buyer's lender;
   (5) one-half of any escrow fee;
   (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:
   (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
   (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
   (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.
C. **Rent and Security Deposits:** At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. **DEFAULT:**

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller’s sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer’s failure except for any damages resulting from Buyer’s inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or

(check if applicable)

☐ enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer’s sole remedy; or

(2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer’s sole remedy; or

(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. **CONDEMNATION:** If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or

B. appear and defend in the condemnation proceedings and any award will, at Buyer’s election, belong to:

(1) Seller and the sales price will be reduced by the same amount; or

(2) Buyer and the sales price will not be reduced.

17. **ATTORNEY’S FEES:** If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney’s fees. This Paragraph 17 survives termination of this contract.

18. **ESCROW:**

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer’s closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

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Initiated for Identification by Seller ___________ and Buyer ___________

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C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing
any earnest money to Buyer and will pay the Independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from
all claims related to the disbursement of the earnest money.

E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the
title company are effective upon receipt by the title company.

F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days
after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii)
reasonable attorney's fees; and (iv) all costs of suit.

G. [ ] Seller [ ] Buyer intends to complete this transaction as a part of an exchange of like-kind properties
in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in
connection with the contemplated exchange will be paid by the exchanging party. The other party will
not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and
in good faith to arrange and consummate the exchange so as to comply to the maximum extent
feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this
contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: (Check only one box.)

[ ] A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial
Property Condition Statement (TAR-1408).

[ X ] B. Except as otherwise provided in this contract, Seller is not aware of:
(1) any subsurface: structures, pits, waste, springs, or improvements;
(2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
(3) any environmental hazards or conditions that materially affect the Property;
(4) whether the Property is or has been used for the storage or disposal of hazardous materials or
    toxic waste, a dump site or landfill, or any underground tanks or containers;
(5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based
    paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other
    pollutants or contaminants of any nature now exist or ever existed on the Property;
(6) any wetlands, as defined by federal or state law or regulation, on the Property;
(7) any threatened or endangered species or their habitat on the Property;
(8) any present or past infestation of wood-destroying insects in the Property's improvements;
(9) any contemplated material changes to the Property or surrounding area that would materially and
detrimentally affect the ordinary use of the Property;
(10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when
hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the
parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices
to the broker representing the party to whom the notices are sent.

[ X ] A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.

[ X ] B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute
related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will
submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs
of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph
does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

(TAR-1802) 4-1-18
Initialed for Identification by Seller [ ] and Buyer [ ]

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Sun May 29 9:37
22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

B. This contract contains the entire agreement of the parties and may not be changed except in writing.

C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: (Check all that apply.)
   (1) Property Description Exhibit identified in Paragraph 2;
   (2) Commercial Contract Financing Addendum (TAR-1931);
   (3) Commercial Property Condition Statement (TAR-1408);
   (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
   (5) Notice to Purchaser of Real Property in a Water District (MUD);
   (6) Addendum for Coastal Area Property (TAR-1915);
   (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
   (8) Information About Brokerage Services (TAR-2501);
   (9) Information About Mineral Clauses in Contract Forms (TAR-2509); and
   (10) ________

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

E. Buyer [X] may [] may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipt this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.

B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.

C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you [signature]
will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property. The real property is described in Paragraph 2 of this contract.

D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (the Addendum for Coastal Area Property (TAR-1915) may be used).

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916) may be used).

F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.

H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

I. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable:

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on ______________________, the offer will lapse and become null and void.

(TAR-1802) 4-1-18

Initiated for Identification by Seller ___________ and Buyer ___________.

Page 12 of 14

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San Marcos - 5-17
Commercial Contract - Unimproved Property concerning **9.91 acres in San Marcos, Texas 78666**

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

**Seller:** The George Barnum Estate  
**c/o Stephen Stranksy**

**By:**  
**By (signature):**  
**Printed Name:**  
**Title:**

**Buyer:** Mission DG, Ltd.

**Attn:** Mark Tolley  
**By:**  
**By (signature):**  
**Printed Name:**  
**Title:**

**By:**  
**By (signature):**  
**Printed Name:**  
**Title:**

**By:** Laura K. Barnum  
Laura K. Barnum
AGREEMENT BETWEEN BROKERS
(use only if Paragraph 96(1) is effective)

Principal Broker agrees to pay ___________________________ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- $_________________, or
- _____% of the sales price, or
- _____% of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: ___________________________
Cooperating Broker: ___________________________

By: ___________________________ By: ___________________________

ATTORNEYS
Seller's attorney: ___________________________
Buyer's attorney: ___________________________
Address: ___________________________
Address: ___________________________
Phone & Fax: ___________________________
Phone & Fax: ___________________________
E-mail: ___________________________
E-mail: ___________________________

Seller's attorney requests copies of documents, notices, and other information:
- the title company sends to Seller.
- Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:
- the title company sends to Buyer.
- Seller sends to Buyer.

ESCROW RECEIPT
The title company acknowledges receipt of:

A. the contract on this day __4/30/19__ (effective date);
B. earnest money in the amount of $10,000 in the form of __wire__ on __5/3/19__

Title company: __Texas National Title__
Address: __721 Hwy 270 W, Ste. 200__
Dripping Springs, TX 78620

By: __Amanda for Michelle Lenzey Fleming__
Phone & Fax: (512) 337-0940 (512) 519-8988
E-mail: __Michelle.Fleming@TexasNationalTitle.com__

Assigned file number (GF#): __T-1117247__

(TAR-1802) 1-1-16
Affordable / Workforce Housing Policy

Purpose: Define issues associated with the expansion and preservation of diverse, affordable housing choices, in San Marcos and identify specific goals and strategies to address those issues in a manner consistent with the vision expressed in the City’s Comprehensive Plan.

Vision San Marcos Neighborhood & Housing Vision Statement

We envision San Marcos to have a strong, more comprehensive foundation of safe, stable neighborhoods while preserving and protecting the historical, cultural, and natural identities of those neighborhoods.

Importance: Affordable housing is important to the economic vitality of San Marcos as an adequate supply supports the local work force and allows them to live close to their jobs. Shorter commutes reduce traffic congestion, air pollution, and expenditures on road maintenance. Having an adequate housing supply also provides a competitive advantage for area employers. Affordable housing benefits families by alleviating overcrowding, reduces the potential of foreclosure and evictions, and may provide the housing stability that is vital to the emotional well-being of children.

Definitions:

- **Area Median Income (AMI)** – The area median income is the midpoint of a region’s income distribution. San Marcos is located within the Austin Round Rock MSA. Federal housing programs utilize the area median income as the basis for funding.
  - Example: the 2018 median family income for a family of 4 in the Austin Round Rock MSA is $86,000

- **San Marcos Median Family Income (MFI)** – The median family annual income for residents of the City of San Marcos as established by the most current data available from the U. S. Census Bureau. This term is defined by the Census Bureau as “The sum of income of all family members 15 years and older living in the household. Families are groups of two or more people (one of whom is the householder) related by birth, marriage, or adoption and residing together; all such people (including related subfamily members) are considered as members of one family.
  - This number is expected to change from year to year as census records are updated.
  - Example: the 2012-2016 American Community Survey data shows that the Median San Marcos Family Income is $46,736;

- **Affordable Housing** – Generally construed to mean that a low or moderate-income family can afford to buy or rent a decent quality dwelling without spending more than 30% of its income on shelter. Generally, affordable housing incentives will be targeted to persons earning 80% or less of the Area Median Income.

- **Workforce Housing** - Housing for moderate-income workers in professions needed in all communities such as teachers, fire fighters, and nurses. Generally, workforce housing incentives are targeted to employees earning no more than 140% of Area Median Income

- **Location Efficient Areas** – Areas (a) where transportation costs are low or where public investment will make transportation more affordable in the future, (b) that are located in close proximity to schools, health related facilities, amenities such as parks and childcare, vital retail establishments (pharmacy, groceries, etc.) and (c) are pedestrian/bicycle friendly.
OWNER-OCUPIED HOUSING

ISSUES, GOALS, AND STRATEGIES FOR IMPLEMENTATION

1. LOW RATES OF HOME OWNERSHIP
   a. Increase home ownership rate
      i. Offer targeted homebuyer down payment/closing cost loan programs to encourage those who work in San Marcos to become San Marcos home owners. Review program viability and need for continuing funding during annual budget process. Homes must be located inside the corporate limits. Possible targets might include:
         1. First Time Homebuyers – if funded through the CDBG program, homebuyers will be qualified using HUD income limits.
         2. Texas State Professors (continuation of existing program)
         3. Workforce incentive for school teachers, CTMC employees, Texas State University employees, veterans, and law enforcement professionals who do not earn more than 140% of San Marcos MFI. Generally, this will be targeted to employees working in San Marcos.
         4. City of San Marcos full-time employees who have successfully completed their probationary period. The City Manager may be authorized to review and approve applications by part-time employees on a case-by-case basis.
      ii. Utilizing San Marcos economic development professionals (city staff & consultants) periodically evaluate new/expanding businesses to have a clearer understanding of the type of housing required and its availability and potential need for targeted homebuyer incentives.
      iii. Maintain a “Housing” section on City’s Webpage

2. THERE IS A NEED FOR MORE DIVERSITY IN THE TYPES/SIZES OF HOUSING UNITS BEING PRODUCED
   a. Encourage the creation of a diverse housing stock
      i. Review development codes to reduce/remove regulatory barriers to allow alternative housing types that foster affordability such as:
         1. Micro homes / efficiency dwelling units
         2. Mixed use buildings
         3. Zero-lot line homes
         4. Courtyard homes
         5. Industrial (pre-fab) housing that meets construction codes – with design standards that will ensure the home is compatible with the surrounding area.
         6. Housing designed for persons with special needs
The Development Code shall establish criteria that ensures alternative housing is appropriately located.

ii. Provide “pre-approved” building plans for micro/efficiency homes to builders who are constructing affordable housing to expedite review times and reduce up-front costs.

b. Reduce builder’s costs for owner-occupied affordable / workforce housing development

i. Review/modify development regulations that increase costs without clear rationale or benefit such as lot sizes, setbacks, parking requirements, street width standards

ii. Provide “pre-approved” building plans suitable for affordable / workforce housing

iii. Provide development code/construction permitting fee waivers and/or rebates for community-based non-profit organizations that build affordable housing for developers building affordable or workforce housing.

iv. Explore using development incentives to encourage developers to voluntarily include housing designed to be owner-occupied and affordable for low to moderate income households. Incentives might include:

1. Considering an increase in height beyond five stories in the Downtown Smart Code District in proportion to the number of affordable units created.

2. Developing an “affordable housing fund” program that accepts fee-in-lieu payments rather than the construction of affordable housing. As adequate funds accumulate, the City could acquire land to be used for affordable housing construction.

3. Allowing developers to construct the affordable units in off-site locations (sites to be approved by the City at the time the development incentive is approved).

c. Encourage in-fill housing development in older, established neighborhoods

i. Update the City’s existing Infill Housing Incentive Program to provide incentives for affordable and/or workforce housing development.

ii. Coordinate as practical the affordable/workforce housing program with the Place Based Economic Development Policy.

iii. Market the programs to developers, realtors, and lenders.

3. The City’s Aging Housing Stock and Older Neighborhoods Need to be Maintained in Good Condition.

a. Reduce costs of renovating older homes while ensuring that modern safety concerns are addressed.

i. Review development code regulations applicable to non-conforming residential structures regarding repairs and modifications, reconstruction after destruction, and non-conforming moved structures to ensure that the standards provide maximum flexibility while not compromising safety.

b. Assist low income homeowners with the costs of maintaining their homes.

i. Consider providing funding for housing rehabilitation programs that provide free housing rehab to low income families.

ii. Seek additional funding sources and identify potential non-profit partners to carry out housing rehab/reconstruction programs.
c. Assist low income families to create developable lots on property with clouded titles.
   i. Develop and/or sponsor programs that assist families in clearing title to real property –
      which will facilitate the rehabilitation of dilapidated structures and the redevelopment of
      vacant lots.

4. **Housing costs (other than mortgage payments) can create a burden for low and moderate income
   persons**
   a. Reduce transportation costs through development of housing in Location Efficient Areas (LEA).
      i. Define parameters for establishing Location Efficient Areas & review development codes to
         ensure they encourage affordable / workforce development therein.
      ii. Identify areas appropriate for designation as a Local Efficient Area.
      iii. Target incentives for development of affordable / workforce housing in LEAs.
   b. Improve energy efficiency to reduce housing costs.
      i. Continue energy audit and indoor water survey programs, maintain funding for energy
         efficiency rebate programs, and continue public education about programs
      ii. Utilize energy audits to identify low-income households with a history of very high utility
         bills whose energy use could be lowered through energy efficiency upgrades. Refer
         residents to available programs that assist with weatherization or other energy efficiency
         upgrades.
      iii. Seek grants supporting this goal and evaluate feasibility of implementing them. The
           feasibility review shall include staffing requirements and associated costs compared to
           benefits from the grant.
      iv. Periodically evaluate and analyze the impact energy efficiency development / improvements
          has on utility usage and costs.

5. **Land acquisition costs are passed on to homebuyers**
   a. Increase supply of sites available for owner-occupied housing.
      i. Enter into cooperative agreements with other taxing entities to create a program that will
         identify tax-forfeiture properties appropriate for residential development or
         redevelopment and made them available for affordable housing development.
      ii. Evaluate existing city-owned property for suitability for residential development and donate
         appropriate sites to non-profit organizations to build affordable housing.
      iii. Consider allocating funding to purchase land to be donated to community-based non-profit
          organizations (such as Habitat for Humanity) for affordable housing development.
      iv. Utilize the City’s Unsafe Structures Program to create clean, developable lots dedicated to
          affordable housing development.
**RENTAL HOUSING**

1. **THERE IS A NEED FOR MORE DIVERSITY IN THE TYPES/SIZES OF HOUSING UNITS BEING PRODUCED**
   a. Encourage the creation of a diverse housing stock
      i. Review development codes to reduce/remove regulatory barriers to allow alternative housing types that foster affordability such as:
         1. Micro homes / efficiency dwelling units
         2. Accessory dwelling units - with specific criteria for approval such as the primary dwelling must be the homestead of the homeowner and the house and accessory dwelling unit combined must still be able to comply with any applicable occupancy limits.
         3. Mixed use buildings
         4. Zero-lot line homes
         5. Courtyard homes
         6. Industrial (pre-fab) housing that meets construction codes – with design standards that will ensure the home is compatible with the surrounding area.
         7. Housing designed for persons with special needs

The Development Code shall establish criteria that ensures alternative housing is appropriately located.

2. **THE CITY’S AGING HOUSING STOCK AND OLDER NEIGHBORHOODS NEED TO BE MAINTAINED IN GOOD CONDITION.**
   a. Reduce costs of renovating older homes while ensuring that modern safety concerns are addressed.
      i. Review development code regulations applicable to non-conforming residential structures regarding repairs and modifications, reconstruction after destruction, and non-conforming moved structures to ensure that the standards provide maximum flexibility while not compromising safety.
   b. Ensure that aging rental units remain in compliance with safety codes.
      i. Establish an inspection program that establishes periodic inspections and appropriate responses to complaints from residents
      ii. Consider adoption of an incentive program to encourage the renovation of small, older residential rental property; incentives might include fee rebates upon the unit passing final inspection.

3. **HOUSING COSTS (OTHER THAN RENT PAYMENTS) CAN CREATE A BURDEN FOR LOW AND MODERATE INCOME PERSONS**
   a. Reduce transportation costs through development of housing in Location Efficient Areas (LEA).
      i. Define parameters for establishing Location Efficient Areas & review development codes to ensure they encourage affordable / workforce development therein.
ii. Identify areas appropriate for designation as a Local Efficient Area
iii. Target incentives for development of affordable / workforce housing in LEAs.

b. Improve energy efficiency to reduce housing costs.
   i. Continue energy audit and indoor water survey programs, maintain funding for energy efficiency rebate programs, and continue public education about programs
   ii. Utilize energy audits to identify low-income households with a history of very high utility bills whose energy use could be lowered through energy efficiency upgrades. Refer residents to available programs that assist with weatherization or other energy efficiency upgrades.

LOW INCOME HOUSING TAX CREDIT POLICY (LIHTC)

The City of San Marcos utilizes the following criteria in order to determine whether a resolution of support will be recommended for consideration by the City Council.

Resolutions of Support
Applications must meet at least 56 of the 89 criteria below, including criteria #1, in order to receive a staff recommendation for a Resolution of Support. The proposed Project will meet 6 of the 8 criteria

Criteria

✓ 1. No exemption from local taxes is granted may be considered unless the project meets the criteria listed below. The purpose of this criteria is to help increase the City’s inventory of affordable units and ensure that units benefiting from the program are reserved for low income households that need them.
   a. A minimum of 10% of all units within the project shall be affordable to households at or below 30% of the AMI for the duration of the tax exemption.
   b. A minimum of 10% of the units affordable to households at or below 30% of the AMI shall be ADA accessible.
   c. A minimum of 35% of the units within a project that is not age-restricted shall include a minimum of three bedrooms in each unit.
   d. The project shall include these criteria in the Texas Department of Housing and Community Affairs Land Use Restriction Agreement (LURA).
   e. When considering a recommendation of support, preference should be given to projects that utilize a local entity for such tax exemptions.

✓ 2. The proposed units address a housing need identified in this housing policy or in the City’s current consolidated plan for HUD programs.

✓ 3. The project is located within a high or medium intensity zone on the preferred scenario map.

✓ 4. The project is not proposed to develop under a legacy district on the City’s current zoning map.

✓ 5. The project is located within half (.5) mile walking distance from services such as grocery, medical facilities, and schools.

✓ 6. The project is located within one quarter (.25) mile walking distance of a proposed or existing bus stop on a current or planned transit route. If the project is not located within one quarter (.25) mile walking...
distance of a proposed or existing bus stop on a current or planned transit route, a private shuttle service for residents is provided in accordance with TDHCA requirements.

7. The project is renovating or redeveloping an existing multifamily complex or under-performing development.

8. The project is mixed income and provides at least 20% market rate units.

- The project incorporates wraparound support services that provide flexible voluntary social, economic, or education benefits to the residents. Proposed support services should:
  
  a. Meet the needs of the local community;
  b. Utilize local support services and resources;
  c. Exceed the minimum TDHCA requirements for amenities; and
  d. Submit to the City the Project’s TDHCA Application for Low Income Housing Tax Credits and includes the list of amenities in the Project’s Land Use Restriction Agreement (LURA).
11/07/2019

Re: Lantana on Bastrop

Dear Shavon,

The projected monies to be received by the San Marcos Housing Authority from the date of construction completion and time of stabilization on the Lantana on Bastrop development are $1,381,962.00. These monies will be received by the Authority over a period of 4 to 5 years.

\[
\begin{array}{ll}
$230,000 & \text{1% bond fee} \\
$256,149 & \text{Deferred developer fee} \\
$895,813 & \text{Paid developer fee} \\
$1,381,962 & \text{Total project monies}
\end{array}
\]

It is additionally anticipated that after 2025 the San Marcos Housing Authority will be receiving $150,000 per year through 2035. This is the time when the first 15 years of the 30 year amortization is reached. After 2035 the San Marcos Housing Authority will consider whether it should take ownership of the property or negotiate with a developer to continue the balance of the 30 year amortization schedule. The property, Lantana on Bastrop, would continue to be tax exempt and comply within affordability as a Low Income Housing Tax Credit (LIHTC) property.

The Housing Authority does not have the capability to partner with the development because of limited resources. Funds received from the development may be used for the purpose of financing, acquisition, construction, rehabilitation, renovation, repair, equipping, furnishing and placement in service of public facilities of the San Marcos Housing Authority. These activities are qualified under the statement of the terms of the Public Facility Corporation of the San Marcos Housing Authority.

Lantana on Bastrop development has within its allocation of affordable units, assistance for 30% units which is not what other LIHTC might be doing. Normally consideration is for 40%-50% and 60% of area median income families. This property would also help serve our Section 8 Voucher Program. If any more information is needed the best response would be from Mr. Mark Tolley.

Yours truly,

Albert Sierra
Executive Director
11/15/2019

Re: Resolution 2019 – 238R

Honorable Mayor Hughson & Council persons

The San Marcos Housing Authority Commission supports the approval of Resolution 2019-238R by the City Council, providing no objection to the submission of an application for low income housing tax credits to the Texas Department of Housing and Community Affairs for the proposed Lantana on Bastrop Multifamily Housing Project.

Once constructed this development will provide housing for families whose income range is from 30% AMI to 80% AMI. This development will provide housing for families who otherwise would not be able to afford housing through the private sector.

The San Marcos Housing Authority and its non-profit subsidiary would attain a financial benefit that would allow the San Marcos Housing Authority to continue to provide suitable housing for those families who are at the lowest range of the economic ladder.

Your vote in support of this resolution is deeply appreciated.

Yours truly,

[Signature]

Albert Sierra
Executive Director
November 22, 2019

City of San Marcos  
C/O Shavon Caldwell  
Planning Department  
630 E. Hopkins  
San Marcos, TX 78666

RE: Lantana on Old Bastrop Road

Dear Ms. Caldwell,

Pursuant to our conversations, the following are the points that we believe may help clarify the questions expressed by City Council during the meeting held on November 19, 2019. Those points are as follows:

1. This project will produce numerous income streams for the San Marcos Housing Authority and conservatively $1.391 million dollars of net income to the trust over the next 4-5 years (pursuant to the letter from the Housing Trust and James Plummer of Bracewell Attorneys). We have created a PFC structure to effectuate a Public Private Partnership (“P3”) that will allow this to occur and has created the mechanism for this P3 partnership that has not existed prior in the City of San Marcos. San Marcos Housing Authority has voted both to partner with Mission DG and to induce the bonds for the Resolution that will be presenting to the Texas Bond Review Board for the required bonds, which is a supporting structure to the Low-Income Housing Tax Credit Equity and TDHCA requirements. As noted, prior, the San Marcos Housing Authority will also have the right for a preferential buy out for year 15, which will in all likelihood deliver this project to the Housing Authority at that time.

2. One of the council members expressed concerns regarding the quality of this product. It needs to be noted that, as with our firm’s other tax credit developments, this project will have granite counter tops, brushed metal appliances, and will in no way shape or form be inferior to any market rate product that we would construct or we believe has been constructed in the marketplace. This is a direct result of the fact that, in any mixed-income project, TDHCA requires the LIHTC Affordable Units to be built to the same specification of any market rate units in that mix. Although there are no unrestricted market rate units in this plan, we will build this project to the same levels and specifications as we would any other project that we have constructed or are planning to construct in the state of Texas. It is also important to note that we will also have to maintain ownership for the 15-year reporting period and recapture period for the LIHTC Equity. Because we, as the developer, stay in the deal, it is important to us that we build
desirable high-quality projects that are both highly marketable but also durable. We therefore build a higher quality and specification than other developers normally would in the instances of a market rate transaction. To wit, the project is built to high quality specifications and built to last because we maintain ownership and report to the State on this structure for the full 15-year period. Please see the attached photos for representative imagery of the high caliber of the proposed project’s units.

3. This project will have seasoned local supportive service representatives administering the required supportive services for the Tax Credit Equity that will be more than sufficient and exceed all requirements by TDHCA and the state of Texas. To ensure compliance with the LURA, consistent compliance reporting is required by both the resident supportive services provider and property management. Such compliance is tied to the annual disbursement of the tax credits by TDHCA. We are happy to allow City staff or Council to review our supportive services compliance reporting and would gladly put the City on the same notification schedule that we are required to with TDHCA. So, the City can monitor to its satisfaction and the Council’s satisfaction the continued maintenance and implementation of all supportive services included in our application and presentation to City Council of November 19, 2019.

4. The ad valorem waiver is required under a 4% Tax Credit structure, with 100% Affordability at 60% AMI or lower, to make the project financially feasible. With limited rents, a 30-year LURA, and the high quality of construction and broad range of beneficial Supportive Services required for residents, the project produces zero cashflow without it, and does not reach the Debt Service Coverage Ratios (is or higher) required by HUD or the Tax Credit Equity Investors.

Sincerely,

Mark F. Tolley
Partner

CC: Victor Miramontes
San Marcos Apartments
Development Summary

216 Units New Construction
100% Percent Affordable

$39,587,639 Total Building Costs
$24,690,985 HUD 221 (d)(4)
$13,872,057 Tax Credit Equity
$1,024,597 Deferred Developer Fee
$3,583,253 Paid Developer Fee

4.20% APR
40 Amortization
62% Loan to Cost

$1,594,282 NOI
1.17 DSC

$1,361,844 Annual Debt Service
$232,438 Year 1 Net Cash Flow

Fees and Cash flow to the SMHA

$250,000 payment at close
25% of $3,583,253 fee payable from loan close to cost cert
25% of project cash flow after fee is paid - see Proforma for increasing cash flow figures
Preferential buyout option at Year 15
15 Year Rental Housing Operating Pro Forma

POTENTIAL GROSS ANNUAL RENTAL INCOME
Secondary Income
POTENTIAL GROSS ANNUAL INCOME
Provision for Vacancy & Collection Loss
Rental Concessions
EFFECTIVE GROSS ANNUAL INCOME
EXPENSES
General & Administrative Expenses
Management Fee
Payroll, Payroll Tax & Employee Benefits
Repairs & Maintenance
Electric & Gas Utilities
Water, Sewer & Trash Utilities
Annual Property Insurance Premiums
Property Tax
Reserve for Replacements
Other Expenses
TOTAL ANNUAL EXPENSES
NET OPERATING INCOME
DEBT SERVICE
First Deed of Trust Annual Loan Payment
Other Annual Required Payment
ANNUAL NET CASH FLOW
CUMULATIVE NET CASH FLOW
Debt Coverage Ratio

INCOME

$
$
$
$
$
$
$
$
$

$

Sep-23

Sep-24

Sep-25

Sep-26

Sep-27

Sep-28

Sep-29

Sep-30

Sep-31

Sep-32

Sep-33

Sep-34

Sep-35

Sep-36

$1,275,426
86,418
$232,438
$232,438
1.17

$42,000
109,212
350,000
85,000
100,000
275,000
75,000
64,800
35,000
$1,136,012
$1,594,282
$
$
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$
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$
$
$
$

$1,275,426
86,418
$254,056
$486,494
1.19

$43,260
111,396
360,500
87,550
103,000
283,250
77,250
66,744
36,050
$1,169,000
$1,615,900
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$1,275,426
86,418
$275,798
$762,291
1.20

$44,558
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106,090
291,748
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37,132
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$1,637,642
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$1,275,426
86,418
$297,657
$1,059,948
1.22

$45,895
115,896
382,454
92,882
109,273
300,500
81,955
70,809
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$3,602,565

Sep-22

All Programs Must Complete the following:
The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today’s best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual
growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.


AGENDA

1. Review history of LIHTC policy and projects

   Discussion: staff provided a summary of the evolution of the San Marcos LIHTC policy and provided an overview of approved and upcoming LIHTC projects.

2. Review committee proposed policy amendments

   Criteria 1e
   Discussion: The Committee discussed amending criteria #1e to ensure that if a project is requesting a tax exemption, revenues from such project remain in the City of San Marcos.
   Action: Staff presented the amendment. The Commission recommended that “with housing” be added to the amendment. The Commission recommended approval of the amendment as follows:

   When considering a recommendation of support, projects must show proof that revenues will remain in San Marcos and will be utilized to support local residents with housing preference should be given to projects that utilize a local entity for such tax exemptions.

   Staff will prepare the amendment to the policy for an upcoming Council meeting for consideration.

   Criteria 8d
   Discussion: The Committee discussed amending criteria #8d to ensure projects (whether tax exempt or not tax exempt) utilize local support services.
   Action: Staff presented the amendment. The Commission recommended approval of the amendment as follows:

   The project shall submit surety documentation to the City that the proposed support services will be included in the completed project. Projects will be required to submit
documentation such as a Memorandum of Understanding (MOU) or any other legal
documentation indicating the partnership between the project and the support service.
Such documentation shall be required prior to the issuance of a Certificate of Occupancy
for the project. Submit to the City the Project’s TDHCA Application for Low Income
Housing Tax Credits and includes the list of amenities in the Project’s Land Use
Restriction Agreement (LURA).

Staff will prepare the amendment to the policy for an upcoming Council meeting for
consideration.

Overall Policy
Discussion: The Committee discussed ways to make the policy easier to understand.
Action: Staff will work on a potential flow-chart in order to create a more clear
process.

3. LIHTC-19-02 (Redwood)

Discussion: The Committee discussed the addition of a PILOT proposal and
requested that the applicant review the possibility of adding units restricted to 40%
and 50% AMI.

Action: Staff presented the application and informed the Committee that no changes
had been made to the application except the addition of a proposal for payment in
lieu of taxes (PILOT). The Committee recommended approval of the Resolution with
the PILOT proposal or with the addition of units restricted to 40% and 50% AMI.

4. LIHTC-19-03 (The Lantana on Bastrop)

Discussion: The Committee discussed the addition of units restricted to 60% AMI, the
possibility of restricting all units to 60% AMI or less, the process for restricting units
to 60% AMI not identified as such in the Land Use Restriction Agreement, and the
possibility of the applicant providing payment in lieu of taxes (PILOT).

Action: Staff presented the application and informed the Committee that the applicant
had reduced the number of units restricted to 70% AMI or less and added 71 units
restricted to 60% AMI or less. The applicant responded that all units could be
restricted to 60% or less but that the units restricted to 40% and 50% AMI would be
eliminated. The applicant stated that surety for the 60% AMI restricted units would
be executed through a separate agreement with the City of San Marcos. Staff stated
that a request for a PILOT would be made. The Committee recommended approval of
the Resolution for the project as submitted.
AGENDA CAPTION:
Consider approval of Resolution 2020-17R, approving an agreement with the City of Martindale relating to the extra-territorial boundaries between the cities; authorizing the Mayor or City Manager to execute the agreement on behalf of the City; and declaring an effective date.
Meeting date: February 4, 2020

Department: Legal Department/CMO

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: Postponed on January 21, 2020

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:
Representatives of the City of San Marcos and the City of Martindale have been engaged in negotiations regarding the extraterritorial jurisdiction (ETJ) boundaries of the two cities. The agreement specifies areas to released by each city from its previously claimed ETJ and provides for payments to be made by the City of San Marcos to the City of Martindale over the next 30 years from tax revenues derived from 161 acres of land within the S.M.A.R.T. terminal project that Martindale is releasing from its ETJ under this agreement to allow annexation by San Marcos.

Martindale City Council approved this agreement on January 21, 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. 2020-17R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING AN AGREEMENT BETWEEN THE CITY AND THE CITY OF MARTINDALE RELATING TO THE EXTRA-TERRITORIAL BOUNDARIES OF THE CITIES; AUTHORIZING THE MAYOR OR CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The attached Agreement between the City and the City of Martindale relating to the extra-territorial boundaries of the cities is hereby approved.

PART 2. The Mayor or the City Manager is authorized to execute the Agreement on behalf of the city in substantially the form attached.

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
AGREEMENT BETWEEN SAN MARCOS AND MARTINDALE

This Agreement between San Marcos and Martindale (“the Agreement” and/or “this Agreement”) is entered into by The City of Martindale, Texas, a Class “A” General Law Municipality, under the Laws of the State of Texas (“Martindale”) and The City of San Marcos, Texas, a Home Rule Municipality, under the Laws of the State of Texas (“San Marcos”) (collectively “the Parties”), who state, represent, and agree as follows:

I. Background

1. What follows is background of factual matters relevant to this Agreement beginning with the Incorporation of Martindale in 1980 and ending with Martindale taking action to bring certain properties into its extraterritorial jurisdiction (“ETJ”) in 2007.

A. Incorporation and 1980 ETJ.

2. On or about August 14, 1982, Martindale incorporated. The municipal boundaries of Martindale following the incorporation are shown in “dark grey” on the document attached hereto as “Exhibit A,” with Martindale’s ETJ extending one-half mile beyond Martindale’s municipal boundaries (“the Incorporation”).

3. At the time of the Incorporation, San Marcos’ ETJ extended one (1) mile beyond its municipal boundaries. The line delineating San Marcos’ ETJ at this time is shown in “light blue” and is labeled “ETJ 1980 (1mile)” on the document attached hereto as “Exhibit A” (“the 1980 ETJ”).

4. Martindale and San Marcos do not dispute the validity of the Incorporation and the 1980 ETJ and agree that no ETJ dispute(s) existed between Martindale and San Marcos at the time of the Incorporation.
B. The 1983 Resolution and the Ohnheiser Dispute.

5. On or about March 1, 1983, Martindale passed a resolution purporting to expand its ETJ to include the “Ohnheiser Property” as shown in “light yellow” on the document attached hereto as “Exhibit A” (“the 1983 resolution”).

6. San Marcos disputes the validity of the 1983 resolution and asserts that no part of the Ohnheiser property has ever been in Martindale’s ETJ, save and except the area labeled as “NOT DISPUTED”.

7. In support of this dispute, San Marcos asserts that, in 1983, all owners of the Ohnheiser property did not request the Ohnheiser property be included in Martindale’s ETJ, and therefore, the 1983 resolution failed to meet the requirements of Texas law (at that time) and was void *ab initio*.

8. Martindale disputes San Marcos’ assertions and alleges the 1983 resolution met the requirements of Texas law (at that time), and if it did not, any deficiencies in the 1983 resolution are not subject to challenge as a result of “validation acts” passed by the Texas Legislature up through 1995 (“the Ohnheiser dispute”).

C. 1984 ETJ.

9. In 1984, San Marcos’ ETJ was expanded to two (2) miles beyond its municipal boundaries. The line delineating San Marcos’ ETJ at this time is shown in “light green” and is labeled “ETJ 1984 (2 mile)” on the document attached hereto as “Exhibit A” (“the 1984 ETJ”).

10. Martindale does not dispute the validity of the 1984 ETJ.

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1 See Exhibit B

2 *Local Government Code* § 42.021(a)(3)
D. 2007 ETJ Disputes.

11. In 2007, San Marcos passed Resolution 2007-132R (“R132”) by and through which San Marcos purported to declare it had at least fifty-thousand (50,000) inhabitants, thereby purportedly establishing a three and a half (3.5) mile ETJ beyond its municipal boundaries. The line delineating San Marcos’ alleged ETJ at this time is shown in “pink” and is labeled “ETJ 2007 (3.5 mile)” on the document attached hereto as “Exhibit A” (“the 2007 ETJ – San Marcos”).

12. Martindale disputes the validity of the 2007 ETJ. In support of this dispute, Martindale asserts R132, as passed, and for reasons previously communicated to San Marcos, is void. San Marcos disputes Martindale’s assertions and maintains that the 2007 ETJ met the requirements of Texas law (at that time) and is valid (“the 2007 ETJ Dispute – San Marcos”).


14. The 2007 Ordinances were adopted at the request of the owners of the properties referenced in the 2007 Ordinances by and through which the properties referenced therein purportedly became part of Martindale’s ETJ.

15. San Marcos disputes, in relevant part, the validity of the 2007 Ordinances and the 2007 ETJ – Martindale. In support of this dispute, San Marcos asserts the 2007 Ordinances attempted to incorporate into Martindale’s ETJ properties that were already in San Marcos’ ETJ.
16. Martindale disputes San Marcos’ assertions and alleges the 2007 Ordinances met the requirements of Texas law (at that time) and are valid (“the 2007 ETJ Dispute – San Marcos”).

E. Hillert Dispute.

17. Presently the Parties are engaged in active litigation regarding property known as the Hillert Tract, and more thoroughly described on the document attached hereto as “Exhibit O” (“the Hillert Tract”): *The Mayan at San Marcos, LLC & The City of Martindale v. The City of San Marcos*, Cause No. 18-0958-CV-A; in the District Court, 25th Judicial District, Guadalupe County, Texas (“the Litigation”). In so far as Martindale and San Marcos are concerned, the Litigation centers around a dispute as to whether (1) relevant portions of the Hillert Tract remain in Martindale’s ETJ; and (2) San Marcos’ annexation of the Hillert Tract ordinance is void *ab initio*. Presently, the Litigation is on appeal: Cause No. 04-19-00018-CV, in the 4th Court of Appeals, San Antonio, Texas (“the Appeal”).

II. Recitals

18. **WHEREAS**, in early 2019, San Marcos contacted Martindale to request a meeting regarding problems with areas of alleged overlapping ETJ between Martindale and San Marcos, namely the Ohnheiser dispute, the 2007 ETJ dispute, and the 2007 Resolution dispute; and

19. **WHEREAS**, following the Parties’ initial meeting in early 2019, the Parties have engaged in lengthy negotiations regarding the Ohnheiser dispute, the 2007 ETJ dispute, and the 2007 Resolution dispute; and

20. **WHEREAS**, to avoid the costs, inconvenience, and burdens associated with contentious litigation, including appeals, the Parties have agreed to compromise and settle all disputes between them by entering into this Agreement.
III. Agreements and Releases

21. In consideration of the covenants, agreements, and releases contained herein, including the recitals set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

A. Ohnheiser Dispute – Agreement.

22. San Marcos states, represents, and agrees that the 1983 resolution is valid, and that San Marcos has no legitimate basis to challenge the same. Furthermore, San Marcos and all its predecessors, successors, assigns, representatives, attorneys, employees, officers, and agents, elective and appointive council members, council boards, commissions, and commissioners jointly and severally release, acquit and forever discharge Martindale from any and all claims related to the Ohnheiser Dispute, and upon execution of this Agreement, San Marcos will be barred from bringing suit against Martindale that relates, in any manner, to the Ohnheiser Dispute.

23. In the event San Marcos does bring suit against Martindale that relates, in any manner, to the Ohnheiser Dispute, San Marcos shall indemnify and defend and hold Martindale and its elected and appointed officials, boards, commissions, officers, agents, attorneys, representatives, and employees, harmless from any and all liability, loss, expense, damage, or claims which may arise directly or indirectly from or in connection with the Ohnheiser Dispute.

24. As a condition of the foregoing, and pursuant to Local Government Code § 42.023, Martindale, upon final execution of this Agreement by the Parties, will execute the Resolution attached hereto as “Exhibit P” (“the Martindale Resolution”) to effectuate the release of one-hundred and sixty one point five nine (161.59) acres that are part of the “Ohnheiser Property” and more clearly identified on the document attached hereto as “Exhibit Q” (“the Released property”).
25. The Parties agree that, following the execution of this Agreement and the Martindale Resolution, all portions of “Ohnheiser Property” as shown in “light yellow” on the document attached hereto as “Exhibit A,” save and except the Released property, will remain in Martindale’s ETJ.

26. Following execution of this Agreement and the Martindale Resolution, Martindale and San Marcos state, represent, agree, and acknowledge that the Released property will become part of San Marcos’ ETJ by operation of law (under Local Government Code § 42.021(a)(4)), and that no further action by San Marcos will be necessary to bring the Released property into San Marcos’ ETJ.

27. The foregoing, as well as the mutual releases set forth herein below, fully and finally settle the Ohnheiser Dispute.

B. The 2007 ETJ Dispute – Agreement.

28. Martindale states, represents, and agrees that R132 is valid, and that Martindale has no legitimate basis to challenge the same. Furthermore, Martindale and all its predecessors, successors, assigns, representatives, attorneys, employees, officers, and agents, elective and appointive council members, council boards, commissions, and commissioners jointly and severally release, acquit and forever discharge San Marcos from any and all claims related to R132, and upon execution of this Agreement, Martindale will be barred from bringing suit against San Marcos that relates, in any manner, to R132.

29. In the event Martindale does bring suit against San Marcos that relates, in any manner, to R132, Martindale shall indemnify and defend and hold San Marcos and its elected and appointed officials, boards, commissions, officers, agents, attorneys, representatives, and employees,
harmless from any and all liability, loss, expense, damage, or claims which may arise directly or indirectly from or in connection with the R132.

30. **Caveat as to the Litigation, the Appeal, and the Hillert Tract:** Presently as part of the Appeal, Martindale has raised legal arguments challenging R132. The Parties state, represent, and agree that Martindale may challenge R132 for the following limited purposes, and that what is stated in paragraphs 28 and 29 herein is wholly inapplicable to the following: (1) the Appeal; (2) the Litigation; and (3) any and all subsequent legal proceedings regarding the Hillert Tract that involve (i) Martindale and The Mayan at San Marcos, LLC (or any successors in interest, in part or in whole to the Hillert Tract) on the one-hand; and San Marcos on the other.

31. San Marcos states, represents, and agrees that the 2007 Ordinances described in Exhibits D through N are valid, the properties described therein are located within Martindale’s ETJ, and that San Marcos has no legitimate basis to challenge the same. Furthermore, San Marcos and all its predecessors, successors, assigns, representatives, attorneys, employees, officers, and agents, elective and appointive council members, council boards, commissions, and commissioners jointly and severally release, acquit and forever discharge Martindale from any and all claims related to the 2007 Ordinances, and upon execution of this Agreement, San Marcos will be barred from bringing suit against Martindale that relates, in any manner, to the 2007 Ordinances.

32. In the event San Marcos does bring suit against Martindale that relates, in any manner, to the 2007 Ordinances, San Marcos shall indemnify and defend and hold Martindale and its elected and appointed officials, boards, commissions, officers, agents, attorneys, representatives, and employees, harmless from any and all liability, loss, expense, damage, or claims which may arise directly or indirectly from or in connection with the 2007 Ordinances.
33. The foregoing, as well as the mutual releases set forth herein below, fully and finally settle the 2007 ETJ Dispute.

C. Revised Maps.

34. Martindale and San Marcos state, represent, agree, and acknowledge the map attached hereto as Exhibit “R” accurately represents the ETJ boundary between Martindale and San Marcos as envisioned by this Agreement, following the execution of this Agreement.

D. Hillert Tract Agreement.

35. As stated above herein, the Parties are presently engaged in the Litigation and the Appeal. Depending on the decision that results from the Appeal, one or both Parties may seek appropriate relief from the Supreme Court of Texas, or the Litigation may resume. Insofar as the Litigation, the Appeal, or any legal action in a court of competent jurisdiction resulting from the Litigation and/or the Appeal persists, the Parties agree to the following:

(a) Any and all releases contained herein (whether in favor of Martindale or San Marcos) are null, void, and of no force and effect, but only insofar as the Hillert Dispute is concerned. More clearly, Martindale and San Marcos reserve the right to assert any and all claims, and make any and all arguments (legal and factual) that are otherwise waived, released, and settled herein, but only insofar as such claims and arguments are made in relation to, and only in relation to the Litigation, the Appeal, or any legal action in a court of competent jurisdiction resulting from the Litigation and/or the Appeal.

TO THE EXTENT IT IS DETERMINED THERE IS A CONFLICT WITH SECTION III(D)(35)(a) ABOVE, AND ANY OTHER PROVISION OF THIS AGREEMENT, SECTION III(D)(35)(a) SHALL CONTROL. IT IS THE PARTIES EXPRESS INTENT THAT THE PARTIES HERETO ARE FREE TO MAKE ANY AND ALL CLAIMS AND ARGUMENTS IN THE LITIGATION AND THE APPEAL, AS IF THIS AGREEMENT DID NOT EXIST. THIS APPLIES TO CLAIMS THAT HAVE NOT YET BEEN MADE AS PART OF THE LITIGATION AND THE APPEAL, BUT THAT EITHER PARTY MAY HEREAFTER BRING.

(b) If, following final adjudication of the Litigation, the Appeal, or any legal action in a court of competent jurisdiction resulting from the Litigation and/or the Appeal, San Marcos is successful, and it is determined (1) San Marcos’ annexation of the
Hillert Tract ordinance is valid; and (2) no portions of the Hillert Tract remain in Martindale’s ETJ, the Parties state, represent, agree, and acknowledge the map attached hereto as Exhibit “R” accurately represents the ETJ boundary between Martindale and San Marcos.

(c) If, following final adjudication of the Litigation, the Appeal, or any legal action in a court of competent jurisdiction resulting from the Litigation and/or the Appeal, Martindale is successful, and it is determined (1) San Marcos’ annexation of the Hillert Tract ordinance is void ab initio; and (2) relevant portions of the Hillert Tract remain in Martindale’s ETJ, the Parties state, represent, agree, and acknowledge a new map that accurately represents the ETJ boundary between Martindale and San Marcos will be produced by San Marcos, subject to the agreement of Martindale.

E. Payments from the 161-Acre Tract.

36. Beginning in 2021, and ending in 2051, San Marcos will pay Martindale thirty percent (30%) of the annual tax revenue San Marcos collects on the Released property, save and except tax rebates given for each year in question. For purposes of this Section 36, “tax revenue” shall include taxes, rollback taxes, and interest but shall not include collection fees or penalties. In furtherance of the foregoing, the Parties will do the following. The steps set forth below will be followed annually beginning in 2021, and ending in 2051

(a) On or before February 28th, San Marcos will provide Martindale written notice of the amount San Marcos proposes it remit to Martindale, that amount being thirty percent (30%) of the tax revenue San Marcos collected on the Released property in the prior year, save and except tax rebates given in the prior year.

(b) In support of this written notice, San Marcos, at the same time it provides written notice, will also provide Martindale all documentation supporting the amount San Marcos proposes it remit to Martindale.

(c) Martindale will have until March 31st to object to the amount San Marcos proposes it remit to Martindale and/or request additional documentation supporting the amount San Marcos proposes it remit to Martindale. If Martindale wishes to object and/or request additional documentation, it must do so by giving San Marcos written notice on or before March 31st. Requested additional documentation shall not be unreasonably requested and shall not be unreasonably withheld.

(d) If Martindale does not object and/or request additional documentation by written notice, and by the above stated deadline, San Marcos will remit the proposed
amount to Martindale no later than ten (days) following March 31st, that amount being in full satisfaction of the thirty percent (30%) of the tax revenue San Marcos collected on the Released property in the prior year owed to Martindale, save and except tax rebates given in the prior year.

(e) If Martindale does object and/or request additional documentation by written notice, and by the above stated deadline, San Marcos will remit the proposed amount to Martindale no later than ten (days) following March 31st, that amount being in partial satisfaction of the thirty percent (30%) of the tax revenue San Marcos collected on the Released property in the prior year owed to Martindale, save and except tax rebates given in the prior year.

(f) Following any partial payment, the Parties shall meet in an effort to resolve any dispute on or before April 30th. If this initial meeting is unsuccessful, the parties will then mediate with an agreed upon mediator in an effort to resolve any dispute on or before May 31st. If mediation is unsuccessful, then either party may file suit. A suit filed against Martindale shall be filed in Caldwell County, Texas. A suit filed against San Marcos shall be filed in Hays County, Texas.

(g) Martindale’s rights to receive payments under this Section 36 are not assignable to any organization or entity.

(h) San Marcos’ obligations to make payments under this Section 36 and Martindale’s rights to receive such payments shall immediately terminate upon the occurrence of any of the following events:

i) Martindale files suit to challenge the validity of the Martindale Resolution (in the form attached as Exhibit P) or to challenge the validity of San Marcos’ annexation of all or any portion of the Released Property (described in Exhibit Q);

ii) Martindale attempts to assign or pledge its right to receive one or more payments under this Section 36; or

iii) Martindale abolishes its corporate existence in accordance with the process provided in the Texas Local Government Code or other applicable law.

37. In the event the Parties have failed to reach resolution on the amount owed from the tax revenue San Marcos collected on the Released property in any given year (save and except tax rebates), on or before January 31 of the following year, such failure shall have no impact on the Parties course of dealings in the following year.
F. **Notice**

All notices pursuant to this Agreement will be in writing. All notices, requests, demands and other communication required or permitted under this Agreement will be deemed received by the intended recipient on (a) the Business Day that such notice is sent by facsimile or email to the intended recipient; or (b) the first Business Day after such notice is sent by a nationally recognized overnight mail service. All notices will be delivered to the addresses indicated below, unless the party giving any such notice has been notified in writing of a change of such address:

Martindale: The City of Martindale  
Attn: Mayor  
409 Main Street  
Martindale, Texas 78655  

-AND-  
PO Box 365  
Martindale, Texas 78655  

San Marcos: The City of San Marcos  
Attn: City Manager  
630 East Hopkins Street  
San Marcos, Texas 78666  

G. **Amendment**

38. This Agreement represents the entire understanding between the Parties hereto with respect to the subject matter hereof, and no provision hereof may be amended, modified or waived unless such amendment, modification or waiver is in writing signed by both Parties hereto.

H. **Non-Waiver.**

39. No waiver of any provision of this Agreement will be binding upon a party unless such waiver is expressly set forth in a written instrument which is executed and delivered on behalf of such party by an officer of such party, and in accordance with the “Notice” requirements of this
Agreement. Such waiver will be effective only to the extent specifically set forth in such written instrument.

I. Applicable Law, Venue, Causes of Action, and Attorney’s Fees:

40. This Agreement, together with the exhibits hereto, and any Claim, controversy, dispute or Proceeding arising out of or related to this Agreement will be governed by and construed in accordance with the laws of the State of Texas. Any Proceeding brought with respect to, arising out of or relating to this Agreement must be brought in the District Courts of Caldwell County, Texas, if San Marcos files suit, and in Hays County, Texas if Martindale files suit, and, by execution and delivery of this Agreement, each party (i) accepts, generally and unconditionally, and irrevocably submits to, the exclusive jurisdiction of such courts and any related appellate courts and irrevocably agrees to be bound by any final and non-appealable judgment rendered thereby in connection with this Agreement and (ii) fully, irrevocably and unconditionally waives any objection or defense it may now or hereafter have as to the venue of any such Proceeding brought in such a court or that such court is an inconvenient forum. Each of the Parties further agrees that service of any notice, process, summons or other document to such party’s respective address listed herein will be deemed in every respect effective service of process in any such Proceeding. Nothing herein will affect the right of any party to serve process in any other manner permitted by applicable Law.

41. Martindale and San Marcos state, represent, agree, and acknowledge that, in the event either party violates any of the provisions set forth in this Agreement, the other will suffer immediate and irreparable harm, for which there is no adequate remedy at law, which cannot be accurately calculated in monetary damages. Consequently, the non-breaching party may seek immediate temporary injunctive relief to prevent such a violation, and any other legal or
equitable relief to which it may be entitled. The Parties agree no party shall be required to post bond in an amount to exceed $1,000.00, such amount being reasonable, just, and sufficient to protect the Parties’ interests. The Parties acknowledge that the pursuit of one remedy at any time will not be deemed an election of remedies or waiver of the right to pursue any other remedy.

J. Severability

42. Any provision of this Agreement that is found to be illegal, invalid or unenforceable will be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof or rendering that or any other provision of this Agreement illegal, invalid or unenforceable. Upon any such determination that any provision is illegal, invalid or unenforceable, such provision will be interpreted so as to best accomplish the intent of the Parties within the limits of applicable Law.

I. Releases

43. In further consideration of the agreements recited above and in consideration of the other agreements described below, the Parties agree as follows:

(a) Releases:

(1) San Marcos, for itself and its present and former officers, council members, managers, directors, employees, servants, parents, subsidiaries and other affiliated companies, predecessors and successors, general partners, attorneys, heirs, executors, and assigns jointly and severally release, acquit and forever discharge Martindale and their present and former officers, council members, managers, directors, employees, servants, parents, subsidiaries and other affiliated companies, predecessors and successors, general partners, attorneys, heirs, executors, and assigns jointly and severally, of and from all claims for damages, whether known or unknown, arising, in any way, out of this Settlement Agreement.

(2) Martindale, for itself and its present and former officers, council members, managers, directors, employees, servants, parents, subsidiaries and other affiliated companies, predecessors and successors, general partners,
attorneys, heirs, executors, and assigns jointly and severally release, acquit and forever discharge San Marcos and their present and former officers, council members, managers, directors, employees, servants, parents, subsidiaries and other affiliated companies, predecessors and successors, general partners, attorneys, heirs, executors, and assigns jointly and severally, of and from all claims for damages, whether known or unknown, arising, in any way, out of this Settlement Agreement.

(3) The releases contained in this section are to be construed in the most broad and general manner possible. It is the intention of the Parties that the Parties, upon execution of this Agreement, will be barred from bringing suit against the other Party to this agreement that relates, in any manner, to this Settlement Agreement.

(4) The foregoing releases are not intended to apply to any claims arising out of any breach of this Agreement by any party.

H. Representations.

44. The Parties represent that:

(a) they are legally competent to execute this Agreement;

(b) in choosing to enter into this Agreement, they have made their own investigation of the facts and are relying upon their own knowledge and upon the advice of counsel of their choosing;

(c) they have not sold, assigned, or otherwise transferred their rights in or to any of the claims they are releasing or forgoing by way of this Agreement;

(d) they have not been influenced to enter into this Agreement by any oral or written representations or statements made about this matter by any attorney, agent, adjuster, employee or representative of any opposing party;

(e) they have no expectation that the other party will disclose facts material to this settlement;

(f) they knowingly waive (i) any claim that this settlement was induced by any misrepresentation or nondisclosure, and (ii) any right to rescind or avoid this settlement based on presently existing facts, known or unknown;

(g) their representatives have read carefully this Agreement and understand and have advised that this settlement is final and conclusive; and

(h) they understand and acknowledge that the other party does not warrant or represent any tax consequences of this Agreement, and they agree that they are relying on
their own legal and/or tax advisors and not on each other with respect to any tax aspects of this Agreement. The Parties agree that any tax or costs, attorneys’ fees, penalties, or interest incurred or assessed to them are their sole responsibility.

I. Other Matters

45. The Parties agree that:

(a) the Agreement is made and should be construed under the laws of the State of Texas;

(b) the Agreement is the complete and final agreement between the Parties in regards to the matters referenced herein, and may be modified only by a written agreement, signed by the Parties which expressly refers to and purports to modify the Agreement;

(c) all prior agreements, discussions, and negotiations between the Parties or their attorneys are hereby merged into the Agreement;

(d) in the event that an arbitrator or a court of competent jurisdiction should hold any provision of the Agreement to be void or unenforceable for any reason, the express intent of all Parties is that all remaining provisions are severable and should remain in force to the greatest possible degree;

(e) the terms of the Agreement are contractual and are not mere recitals;

(f) the Agreement shall become effective immediately upon its execution; and

(g) The Parties agree that a faxed or scanned and emailed copy of the signatures required below shall be treated as if they are originals.

J. Dispute Resolution

46. The Parties agree that:

(a) They desire to resolve any disputes arising under this Agreement without litigation. Accordingly, if a dispute arises, San Marcos and Martindale agree to attempt in good faith to resolve the dispute between themselves and agree not to sue one another until they have exhausted the procedures set forth in this Section 46.

(b) At the written request of either party, each party shall promptly appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this Agreement. The representatives appointed shall promptly determine the location, format, frequency, and duration of the negotiations.
(c) If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the Parties agree to refer the dispute to a mutually agreed upon mediator. Each party agrees to pay half of the mediator’s fee.

(d) If mediation does not resolve the Parties’ dispute, the Parties may pursue their legal and equitable remedies.

(e) A party’s participation in or the results of any mediation or other non-binding dispute resolution process under this Section 46 shall not be construed as a waiver by party of any rights, privileges, defenses, remedies, or immunities available to a party.

(f) Nothing shall prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve a dispute under these procedures have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.

(Signature Pages Follow)
APPROVED AS TO FORM AND SUBSTANCE:

The City of Martindale

By: ___________________________ Date: ___________________________

Title: ___________________________

ATTEST:

By: ___________________________ Date: ___________________________

Title: ___________________________

Subscribed and sworn to before me by ___________________________ and ___________________________ on the _____ day of ____________________, 2020.

________________________________
Notary Public, State of Texas
The City of San Marcos

By: ____________________________ Date: ____________________________

Title: ____________________________

ATTEST:

By: ____________________________ Date: ____________________________

Title: ____________________________

Subscribed and sworn to before me by ____________________________ and
______________________________ on the ____ day of ____________________,
2020.

____________________________________
Notary Public, State of Texas
APPROVED AS TO FORM ONLY:

THE WYMORE LAW FIRM, PLLC

/s/ Kent E. Wymore IV
Kent E. Wymore IV
State Bar No. 24075315
1250 Capital of Texas Highway South
Building Three, Suite 400
Austin, Texas 78746
Tel: (512) 346-3600
Fax: (866) 211-4235
kent@thewymorelawfirm.com

ATTORNEY FOR MARTINDALE
San Marcos ETJ Statutory Boundaries as Researched

San Marcos Annexation of Airport
11-24-1980

San Marcos Annexation of Hillter Tract
5-01-2008

Ohnheiser Agreement
March 1, 1983

"NOT DISPUTED"

ETJ 1980
ETJ 1984
ETJ 2007 (3.5 mile)
Current ETJ Boundary

2007-225
2007-224
2007-238
2007-717
2007-229
2007-21
2007-718
2007-233
2007-236
2007-21
2007-717
2007-229
2007-223
2007-222
2007-221
2007-238
2007-236
2007-233
2007-224
2007-225
2007-224
2007-238
2007-21
2007-718
2007-717

Martindale Incorporated
August 14, 1982

Current Martindale City Limits

Martindale City Limits 1982

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

[Map Legend]
- Martindale City Limits 1982
- Current Martindale City Limits

[Scale]
0 0.75 1.5 3 Miles

[Document Path]
Document Path: \san_marcos\files\DeptShares\Planning & Dev\Planning Long Range\Annexations\Historic Annex Research 2016\Martindale_ETJ_2016\SanMarcos_corrected_ETJ_3.07.19TC.mxd
RESOLUTION 2007 - 132

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS DECLARING THE CITY OF SAN MARCOS, TEXAS TO HAVE A POPULATION OVER 50,000 PERSONS; AND DECLARING AN EFFECTIVE DATE.

RECITALS:

1. The City of San Marcos, Texas has been experiencing a growth rate averaging nearly 5% per year since 2000.

2. Planning and Development services has been tracking the City's population by using the 2000 census as a base rate and adjusting that rate based on issuance of certificates of occupancy, demolition permits, and occupancy rates for multi-family residences.

3. At the end of June 2007, the population of the City of San Marcos stood at 50,016 persons.

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

PART 1. The City Council for the City of San Marcos, Texas declares the City to have a population in excess of 50,000, an expanded Extraterritorial Jurisdiction to three and one-half (3 ½ ) miles, and all the responsibilities and benefits thereof.

PART 2. This Resolution shall be in full force and effect immediately from and after its passage.

ADOPTED on the 17th day of July, 2007.

Susan Narvaiz
Mayor

Attest:

Shelley Goodwin
Interim City Clerk
EXHIBIT "D"

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARTINDALE, TEXAS EXPANDING THE CITY'S EXTRATERRITORIAL JURISDICTION PURSUANT TO THE REQUEST OF THE OWNERS OF TURNERCREST VILLAGE.

WHEREAS, a request has been made by the owners of Turnercrest Village, a subdivision partially located within the City of Martindale's extraterritorial jurisdiction, for the inclusion of the remainder of such subdivision in the extraterritorial jurisdiction of the City; and

WHEREAS, it is appropriate and proper for such expansion of the City's extraterritorial jurisdiction to be made pursuant to such request in accordance with §42.022 of the Local Government Code; and

WHEREAS, it would be in the best interest of the City of Martindale and its citizens for such expansion to be enacted;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARTINDALE, TEXAS:

That, pursuant to §42.022 of the Texas Local Government Code, the area described in Exhibit "A," which is attached hereto and incorporated herein by reference, that is not presently within the extraterritorial jurisdiction of the City of Martindale is hereby incorporated into the extraterritorial jurisdiction of the City of Martindale pursuant to a request by the owners of Turnercrest Village subdivision.

PASSED AND APPROVED this 17th day of July, 2007.

CITY OF MARTINDALE, TEXAS

By:

Mayor

ATTEST:

City Secretary
APPROVED AS TO FORM:

[Signature]

W. W. McNeal, City Attorney
AGREEMENT FOR EXPANSION
OF
EXTRA-TERRITORIAL JURISDICTION

THIS AGREEMENT FOR EXPANSION OF EXTRA-TERRITORIAL JURISDICTION ("the Agreement"), is made effective as of this _17th_ day of July, 2007 by and between COOPER LAND DEVELOPMENT, INC., an Arkansas corporation duly qualified to do business in the State of Texas, (hereinafter "CLD"), TURNER CREST VILLAGE WASTE WATER COMPANY, LLC, a Texas limited liability company in good standing ("TCV LLC"), ROBERT A. RICHARDS and JEANNIE C. RICHARDS, (collectively hereinafter "RICHARDS"), and the City of MARTINDALE, a municipality incorporated under the laws of the State of Texas (hereinafter "MARTINDALE").

WHEREAS, CLD is a nationally known developer of planned unit developments; and

WHEREAS, CLD and TCV LLC are the sole owners of certain real property consisting of approximately 3,228 acres located in Caldwell County, Texas, that CLD intends to develop into a planned unit development to be known as Turner Crest Village ("the Property"); and

WHEREAS, approximately 171 acres of the Property fall within the current Extra Territorial Jurisdiction ("the Current ETJ") of MARTINDALE pursuant to the provisions of Title 2 of the Texas Local Government Code, Chapters 41, 42 and 43; and

WHEREAS, THE PARTIES HERETO HAVE DETERMINED THAT IT IS IN THE BEST INTERESTS OF EVERYONE FOR THE CURRENT ETJ OF MARTINDALE TO BE EXPANDED SO THAT IT ENCOMPASSES THE ENTIRE 3,228 ACRES OF TURNER CREST VILLAGE,

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. CLD, TCV LLC, and RICHARDS have previously petitioned MARTINDALE to expand its ETJ to include the entire Property as it is presently defined in Exhibit “A” attached hereto, and MARTINDALE granted that petition on July 17, 2007.

2. In return for said voluntary petition, MARTINDALE hereby agrees that it will take no steps to involuntarily annex any portion of Turner Crest Village into the City limits of MARTINDALE for a period of fifteen (15) years from the date of approval of the petition for voluntary expansion by MARTINDALE’S City Council.

3. MARTINDALE will strictly abide by all Texas statutes, as might then be in place, governing the annexation of surrounding areas by municipalities the size of MARTINDALE.

4. MARTINDALE shall enter into an Agreement with Caldwell County allowing Caldwell County to govern the development of Turner Crest Village pursuant to §242.001 of the Texas Local Government Code.
5. If MARTINDALE fails to perform any of the conditions specifically set forth herein, this Agreement shall be of no further force or effect.

6. At any time within fifteen (15) years from the date of approval of the petition for voluntary expansion by MARTINDALE’S City Council, if CLD purchases any real property adjacent and not presently included in Turner Crest Village in a size less than two hundred fifty (250) acres, CLD will promptly file a petition to voluntarily extend MARTINDALE’S ETJ to include the acquired real property.

WHEREFORE, the parties hereto have agreed to the terms contained herein as of the date first indicated above.

COOPER LAND DEVELOPMENT, INC.

By:  
RANDY BRUCKER,  
President

CITY OF MARTINDALE

By:  
Patricia Peterson  
MAYOR OF MARTINDALE

TURNER CREST VILLAGE WASTE WATER COMPANY, LLC, a Texas limited liability company

By:  
Randy Brucker, President of Managing Partner Cooper Land Development, Inc.

ROBERT A. RICHARDS  
JEANNIE C. RICHARDS
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARTINDALE, TEXAS EXPANDING THE CITY'S EXTRATERRITORIAL JURISDICTION AT THE REQUEST OF THE OWNERS OF SAN MARCOS RIVER RANCH SUBDIVISION.

WHEREAS, a request has been made by the owners of San Marcos River Ranch, a subdivision partially located within the City of Martindale's extraterritorial jurisdiction, for the inclusion of the remainder of such subdivision in the extraterritorial jurisdiction of the City; and

WHEREAS, it is appropriate and proper for such expansion of the City's extraterritorial jurisdiction to be made pursuant to such request in accordance with §42.022 of the Local Government Code; and

WHEREAS, it would be in the best interest of the City of Martindale and its citizens for such expansion to be enacted;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARTINDALE, TEXAS:

That, pursuant to §42.022 of the Texas Local Government Code, that portion of the area described in Exhibit "A," which is attached hereto and incorporated herein by reference, that is not presently within the extraterritorial jurisdiction of the City of Martindale is hereby incorporated into the extraterritorial jurisdiction of the City of Martindale pursuant to a request by the owners of San Marcos River Ranch subdivision.

PASSED AND APPROVED this 17th day of July, 2007.

CITY OF MARTINDALE, TEXAS

By: [Signature]
Mayor

ATTEST:

[Signature]
City Secretary
APPROVED AS TO FORM:

W. W. McNeal, City Attorney
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EXHIBIT "F"

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARTINDALE, TEXAS EXPANDING THE CITY'S EXTRATERRITORIAL JURISDICTION PURSUANT TO THE REQUEST OF CERTAIN LANDOWNERS.

WHEREAS, a request has been made by certain landowners who own land outside the City of Martindale's extraterritorial jurisdiction for the inclusion of their property in the extraterritorial jurisdiction of the City; and

WHEREAS, it is appropriate and proper for such expansion of the City's extraterritorial jurisdiction to be made pursuant to such request in accordance with §42.022 of the Local Government Code; and

WHEREAS, it would be in the best interest of the City of Martindale and its citizens for such expansion to be enacted;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARTINDALE, TEXAS:

That, pursuant to §42.022 of the Texas Local Government Code, the area described in the various documents comprising Exhibit "A," which is attached hereto and incorporated herein by reference, that is not presently within the extraterritorial jurisdiction of the City of Martindale is hereby incorporated into the extraterritorial jurisdiction of the City of Martindale pursuant to the request by the owners of such area as referred to in said Exhibit.

PASSED AND APPROVED this 7th day of August, 2007.

CITY OF MARTINDALE, TEXAS

By: [Signature]
Mayor

ATTEST:

[Signature]
City Secretary

APPROVED AS TO FORM:

[Signature]
W. W. McNeal, City Attorney
REQUEST FOR EXPANSION

The undersigned owner(s) of land situated near the City of Martindale, Texas, hereby request(s) that the City of Martindale include such land in the Extraterritorial Jurisdiction of the City of Martindale, pursuant to Section 42.022 of the Texas Local Government Code.

A true and correct description of the property is attached hereto.

Dated this 19 day of July, 2007

Martindale, TX 78655

(512) 468-1505

(Address and telephone number)
City of Martindale

407 Main Street  P.O. Box 365  Martindale, Texas 78655  (512) 357-6700  Fax (512) 357-9017

The Request for Expansion form for voluntary inclusion in the Extraterritorial Jurisdiction of Martindale, Texas must be accompanied by the legal description of the property. This cannot consist simply of a description from the Appraisal District, but must include a field note description.

The Request for Expansion form may be adapted for single or multiple owners.

See Exhibit A 242.
REQUEST FOR EXPANSION

The undersigned owner of land situated near the City of Martindale, Texas, hereby request that the City of Martindale include such land in the Extraterritorial Jurisdiction of the City of Martindale, pursuant to Section 42.022 of the Texas Local Government Code.

A true and correct description of the property is attached hereto.

Dated this day of , 2007

[Signature]
Owner

[Address]

[Telephone number]
REQUEST FOR EXPANSION

The undersigned owner of land situated near the City of Martindale, Texas, hereby requests that the City of Martindale include such land in the Extraterritorial Jurisdiction of the City of Martindale, pursuant to Section 42.022 of the Texas Local Government Code.

A true and correct description of the property is attached hereto.

Dated this 30 day of July, 2007.

[Signature]
Owner
725 NW River Road
Martindale Tx 78655
512.357.6385
(Address and telephone number)
REQUEST FOR EXPANSION

The undersigned owner(s) of land situated near the City of Martindale, Texas, hereby request(s) that the City of Martindale include such land in the Extraterritorial Jurisdiction of the City of Martindale, pursuant to Section 42.022 of the Texas Local Government Code.

A true and correct description of the property is attached hereto.

Dated this ___ day of ___ , 200_.

Owner

103 LuLu Vista A
San Marcos, Tex 78666
512-393-3541

(Address and telephone number)
REQUEST FOR EXPANSION

The undersigned owner(s) of land situated near the City of Martindale, Texas, hereby request(s) that the City of Martindale include such land in the Extraterritorial Jurisdiction of the City of Martindale, pursuant to Section 42.022 of the Texas Local Government Code.

A true and correct description of the property is attached hereto.

Dated this 2 day of August, 2007

[Signature]

Owner

103 Chula Vista
San Marcos, Tex 78666
512-392-3541
(Address and telephone number)
REQUEST FOR EXPANSION

The undersigned owner(s) of land situated near the City of Martindale, Texas, hereby request(s) that the City of Martindale include such land in the Extraterritorial Jurisdiction of the City of Martindale, pursuant to Section 42.022 of the Texas Local Government Code.

A true and correct description of the property is attached hereto.

Dated this _____ day of August, 2007

Owner: MARTHA E. HOLMES

1311 Fondue
San Marcos, TX 78666

(512) 393-7223 Home, (512) 393-9964 Mobile
(Address and telephone number)
REQUEST FOR EXPANSION

The undersigned owner(s) of land situated near the City of Martindale, Texas, hereby request(s) that the City of Martindale include such land in the Extraterritorial Jurisdiction of the City of Martindale, pursuant to Section 42.022 of the Texas Local Government Code.

A true and correct description of the property is attached hereto.

Dated this 6 day of August, 2007.

[Signature]
Owner

2912 FM 1101

NEW BRAUNFELS, TEXAS 78130-2419

(830) 625-2058
(Address and telephone number)
REQUEST FOR EXPANSION

The undersigned owner(s) of land situated near the City of Martindale, Texas, hereby request(s) that the City of Martindale include such land in the Extraterritorial Jurisdiction of the City of Martindale, pursuant to Section 42.022 of the Texas Local Government Code.

A true and correct description of the property is attached hereto.

Dated this 1 day of AUGUST, 2007.

HERBERT CONRADS INC.
Owner

By Richard Conrads pres.

P.O. BOX 628, San Marcos, Texas 78667

512-357-6319
(Address and telephone number)
REQUEST FOR EXPANSION

The undersigned owner(s) of land situated near the City of Martindale, Texas, hereby request(s) that the City of Martindale include such land in the Extraterritorial Jurisdiction of the City of Martindale, pursuant to Section 42.022 of the Texas Local Government Code.

A true and correct description of the property is attached hereto.

Dated this 3rd day of August, 2007
Mary Donovan Eck - Mary Donovan Eck
Lesly Eck - Lesly Eck
Owner
13205 George Road
San Antonio, Texas 78230-1322
210-442-1322
(Address and telephone number)
REQUEST FOR EXPANSION

The undersigned owner(s) of land situated near the City of Martindale, Texas, hereby request(s) that the City of Martindale include such land in the Extraterritorial Jurisdiction of the City of Martindale, pursuant to Section 42.022 of the Texas Local Government Code.

A true and correct description of the property is attached hereto.

Dated this 3rd day of August, 2007

Lloyd Hansen
HARRIET HANSEN
Owner

Property ID 51918, AD19 MORRISON, STEPHEN B., 11.32 AC 51917, " " "

625 Stagecoach Tr, San Marcos, TX
(Address and telephone number) 78666
EXHIBIT "G"

CHAPTER 102
NO. 07-223

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARTINDALE, TEXAS EXPANDING THE CITY'S EXTRATERRITORIAL JURISDICTION PURSUANT TO THE REQUEST OF CERTAIN LANDOWNERS.

WHEREAS, a request has been made by certain landowners who own land outside the City of Martindale's extraterritorial jurisdiction for the inclusion of their property in the extraterritorial jurisdiction of the City; and

WHEREAS, it is appropriate and proper for such expansion of the City's extraterritorial jurisdiction to be made pursuant to such request in accordance with §42.022 of the Local Government Code; and

WHEREAS, it would be in the best interest of the City of Martindale and its citizens for such expansion to be enacted;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARTINDALE, TEXAS:

That, pursuant to §42.022 of the Texas Local Government Code, the area described in the various documents comprising Exhibit "A," which is attached hereto and incorporated herein by reference, that is not presently within the extraterritorial jurisdiction of the City of Martindale is hereby incorporated into the extraterritorial jurisdiction of the City of Martindale pursuant to the request by the owners of such area as referred to in said Exhibit.

PASSED AND APPROVED this 21st day of August, 2007.

CITY OF MARTINDALE, TEXAS

By: __________________________
    Mayor

ATTEST:

__________________________
City Secretary

APPROVED AS TO FORM:

__________________________
W. W. McNeal, City Attorney
## EXHIBIT A

### REQUESTS FOR ETJ CONSIDERATION 8/21/07

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<td>17.324</td>
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</table>
EXHIBIT "H"

CHAPTER 102 ARTICLE 4
NO. 2007-224

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARTINDALE, TEXAS EXPANDING THE CITY'S EXTRATERRITORIAL JURISDICTION PURSUANT TO THE REQUEST OF CERTAIN LANDOWNERS.

WHEREAS, a request has been made by certain landowners who own land outside the City of Martindale's extraterritorial jurisdiction for the inclusion of their property in the extraterritorial jurisdiction of the City; and

WHEREAS, it is appropriate and proper for such expansion of the City's extraterritorial jurisdiction to be made pursuant to such request in accordance with §42.022 of the Local Government Code; and

WHEREAS, it would be in the best interest of the City of Martindale and its citizens for such expansion to be enacted;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARTINDALE, TEXAS:

That, pursuant to §42.022 of the Texas Local Government Code, the area described in the various documents comprising Exhibit "A," which is attached hereto and incorporated herein by reference, that is not presently within the extraterritorial jurisdiction of the City of Martindale is hereby incorporated into the extraterritorial jurisdiction of the City of Martindale pursuant to the request by the owners of such area as referred to in said Exhibit.

PASSED AND APPROVED this 4th day of September, 2007.

CITY OF MARTINDALE, TEXAS

By: [Signature]
Mayor

ATTEST:

[Signature]
City Secretary

APPROVED AS TO FORM:

[Signature]
W. W. McNeal, City Attorney
REQUEST FOR EXPANSION

The undersigned owner(s) of land situated near the City of Martindale, Texas, hereby request(s) that the City of Martindale include such land in the Extraterritorial Jurisdiction of the City of Martindale, pursuant to Section 42.022 of the Texas Local Government Code.

A true and correct description of the property is attached hereto.

Dated this 14th day of August, 2007

[Signature]
Owner

209 Johnson
Martindale, Texas 78655
357-6677
(Address and telephone number)
**Guadalupe County Property Information**  
**PIDN:** 56569  **GEO:** 2G0021-0000-03330-0-00

<table>
<thead>
<tr>
<th>Owner Name</th>
<th>B A HARPER FAMILY PARTNERSHIP LTD</th>
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<tr>
<td>Mailing Address</td>
<td>6413 BILLY BOONEY PASS</td>
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<tr>
<td>Address</td>
<td>AUSTIN, TX 78749-</td>
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<tr>
<td>Location</td>
<td>DEVINEY RD</td>
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<tr>
<td>Legal</td>
<td>ABS: 21 SUR: B &amp; G FULCHER 300.9230 AC.</td>
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</table>

**Data up to date as of Jul 27, 2007 including 2007 Certified values.**

**Entity Code**  
**Entity Name**  
**Tax Rate 2006**

| GCO          | Guadalupe County | 0.348100 |
| LTR          |                  |          |
| CAD          |                  |          |
| SMS          |                  |          |
| Total        |                  | 0.3481   |

*Total Estimated Taxes $2,036.56

The Total Estimated Taxes are provided as a courtesy and should not be relied upon in making financial or other decisions. *Tax amount does not include any exemptions.

**Property Details**

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<tr>
<td>Deed Volume</td>
<td>Improvement Value $0.00</td>
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<tr>
<td>Deed Page</td>
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<td>Freeze Exempt</td>
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<td>ARB Protest</td>
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<td>Agent Code</td>
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<td>Neighborhood Code</td>
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**Improvement Information**

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**Segment Information**

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**Total Living Area:** 0

### REQUESTS FOR ADMISSION INTO ETJ SEPTEMBER 4, 2007

<table>
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<tr>
<th>NAME</th>
<th>TAX ID#</th>
<th>ACRES</th>
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<tr>
<td>Walter Bagley</td>
<td>51595, 51596</td>
<td>33.802 +33.802</td>
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<tr>
<td></td>
<td>27675</td>
<td>7.094</td>
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<td>Nancy Bagley Freels</td>
<td>27679</td>
<td>6.3688</td>
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<tr>
<td>Patricia Long Fonville Hunt</td>
<td>L 1 &amp; 101 Falls of Martindale</td>
<td>6.408</td>
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<tr>
<td></td>
<td>22212, 22251</td>
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<tr>
<td>BA Harper Family Partnership</td>
<td>56569</td>
<td>300.923</td>
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<tr>
<td>Charles Olds</td>
<td>22252</td>
<td>14.619</td>
</tr>
<tr>
<td></td>
<td>(L 102 Falls of Martindale)</td>
<td></td>
</tr>
</tbody>
</table>
REQUEST FOR EXPANSION

The undersigned owner(s) of land situated near the City of Martindale, Texas, hereby request(s) that the City of Martindale include such land in the Extraterritorial Jurisdiction of the City of Martindale, pursuant to Section 42.022 of the Texas Local Government Code.

A true and correct description of the property is attached hereto.

Dated this 14th day of August, 2007

[Signature]
Owner

209 Johnson

Martindale, Texas 78655

357-6677

(Address and telephone number)
REQUEST FOR EXPANSION

The undersigned owner(s) of land situated near the City of Martindale, Texas, hereby request(s) that the City of Martindale include such land in the Extraterritorial Jurisdiction of the City of Martindale, pursuant to Section 42.022 of the Texas Local Government Code.

A true and correct description of the property is attached hereto.

Dated this 23 day of AUGUST, 2007

[Signature]
Owner

1167 MARTINDALE FALLS DR
MARTINDALE, TX 78655

512-548-2468
(Address and telephone number)

DESCRIPTION OF PROPERTY:
EXHIBIT "I"

NO. 2007-225

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARTINDALE, TEXAS EXPANDING THE CITY'S EXTRATERRITORIAL JURISDICTION PURSUANT TO THE REQUEST OF CERTAIN LANDOWNERS.

WHEREAS, a request has been made by certain landowners who own land outside the City of Martindale's extraterritorial jurisdiction for the inclusion of their property in the extraterritorial jurisdiction of the City; and

WHEREAS, it is appropriate and proper for such expansion of the City's extraterritorial jurisdiction to be made pursuant to such request in accordance with §42.022 of the Local Government Code; and

WHEREAS, it would be in the best interest of the City of Martindale and its citizens for such expansion to be enacted;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARTINDALE, TEXAS:

That, pursuant to §42.022 of the Texas Local Government Code, the area described in the various documents comprising Exhibit "A," which is attached hereto and incorporated herein by reference, that is not presently within the extraterritorial jurisdiction of the City of Martindale is hereby incorporated into the extraterritorial jurisdiction of the City of Martindale pursuant to the request by the owners of such area as referred to in said Exhibit.

PASSED AND APPROVED this 18th day of September, 2007.

CITY OF MARTINDALE, TEXAS

By: Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

W. W. McNeal, City Attorney
**REQUEST FOR ADMISSION INTO ETJ SEPTEMBER 18, 2007**

<table>
<thead>
<tr>
<th>NAME</th>
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<tr>
<td>DEVINEY FAMILY TRUST</td>
<td>G56534</td>
<td>178.53</td>
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<tr>
<td>GARY &amp; DANA BORREMANS</td>
<td>G22235 (lot 17)</td>
<td>1.308</td>
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<tr>
<td>KENNETH &amp; PAM EWALD</td>
<td>G22234 (lot 16)</td>
<td>1.34</td>
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<tr>
<td>TED &amp; BETTY WATKINS</td>
<td>G22233 (lot 15)</td>
<td>1.302</td>
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<tr>
<td>DENNIS &amp; RUTH PHILLIPS</td>
<td>G51587, 51586, 56509, 56510</td>
<td>28.98</td>
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<td>MARK &amp; JOY JUNGERS</td>
<td>C28467</td>
<td>6.92</td>
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<tr>
<td>HERMAN &amp; MARCIA ADAMS</td>
<td>G22258, 22260, 22276, 22262, 22255, 22256, 22259, 22264, 22265, 22266, 22267, 22268, 22269, 22270</td>
<td>67.698</td>
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EXHIBIT "J"

CHAPTER 102 ARTICLE 4

NO. 2007-229

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF MARTINDALE, TEXAS EXPANDING THE CITY'S
EXTRATERRITORIAL JURISDICTION PURSUANT TO
THE REQUEST OF CERTAIN LANDOWNERS.

WHEREAS, a request has been made by certain landowners who own land
outside the City of Martindale's extraterritorial jurisdiction for the inclusion of their
property in the extraterritorial jurisdiction of the City; and

WHEREAS, it is appropriate and proper for such expansion of the City's
extraterritorial jurisdiction to be made pursuant to such request in accordance with
§42.022 of the Local Government Code; and

WHEREAS, it would be in the best interest of the City of Martindale and its
citizens for such expansion to be enacted;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF MARTINDALE, TEXAS:

That, pursuant to §42.022 of the Texas Local Government Code, the area
described in the various documents comprising Exhibit "A," which is attached hereto and
incorporated herein by reference, that is not presently within the extraterritorial
jurisdiction of the City of Martindale is hereby incorporated into the extraterritorial
jurisdiction of the City of Martindale pursuant to the request by the owners of such area
as referred to in said Exhibit.

PASSED AND APPROVED this 16th day of October, 2007.

CITY OF MARTINDALE, TEXAS

By: [Signature]
Mayor

ATTEST:

[Signature]
City Secretary

APPROVED AS TO FORM:

[Signature]
W. W. McNeal, City Attorney
# requests for admission into ETJ

**OCTOBER 16, 2007**

<table>
<thead>
<tr>
<th>Name</th>
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<th>Acres</th>
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<tbody>
<tr>
<td>Brett &amp; Peggy Taylor</td>
<td>C27717</td>
<td>83.24</td>
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<tr>
<td>Alisin Genfan</td>
<td>C35204, 35205</td>
<td>11.6716</td>
</tr>
<tr>
<td>Ron Cauble</td>
<td>C43924</td>
<td>20.</td>
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EXHIBIT "K"

Chapter 102

NO. 2007-233

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARTINDALE, TEXAS EXPANDING THE CITY’S EXTRATERRITORIAL JURISDICTION PURSUANT TO THE REQUEST OF CERTAIN LANDOWNERS.

WHEREAS, a request has been made by certain landowners who own land outside the City of Martindale’s extraterritorial jurisdiction for the inclusion of their property in the extraterritorial jurisdiction of the City; and

WHEREAS, it is appropriate and proper for such expansion of the City’s extraterritorial jurisdiction to be made pursuant to such request in accordance with §42.022 of the Local Government Code; and

WHEREAS, it would be in the best interest of the City of Martindale and its citizens for such expansion to be enacted;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARTINDALE, TEXAS:

That, pursuant to §42.022 of the Texas Local Government Code, the area described in the various documents comprising Exhibit “A,” which is attached hereto and incorporated herein by reference, that is not presently within the extraterritorial jurisdiction of the City of Martindale is hereby incorporated into the extraterritorial jurisdiction of the City of Martindale pursuant to the request by the owners of such area as referred to in said Exhibit.

PASSED AND APPROVED this 6th day of November, 2007.

CITY OF MARTINDALE, TEXAS

By: [Signature]
Mayor

ATTEST:

[Signature]
City Secretary

APPROVED AS TO FORM:

[Signature]
W. W. McNeal, City Attorney
# Exhibit A

**Requests for Admission into ETJ**  
November 6, 2007

<table>
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<tr>
<th>Name</th>
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<td>Ed Salinas, Salinas properties</td>
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<td>Gail Kirk</td>
<td>G14055, 14056</td>
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<td>Jenny &amp; Ryan Couch</td>
<td>G56582</td>
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<td>Jill &amp; Brian Minnix</td>
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<td>Moeller Family Limited Partnerships</td>
<td>G56588, 56589, 56590, 56591, 56594, 56595</td>
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<td>Leonard Moeller</td>
<td>G56592, 56593</td>
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<tr>
<td>Jack &amp; Ann Carson</td>
<td>G56525, 56526</td>
<td>33.86</td>
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REQUEST FOR EXPANSION

The undersigned owner(s) of land situated near the City of Martindale, Texas, hereby request(s) that the City of Martindale include such land in the Extraterritorial Jurisdiction of the City of Martindale, pursuant to Section 42.022 of the Texas Local Government Code.

A true and correct description of the property is attached hereto.

Dated this 22 day of October, 200_

Ed Salinas
Owner
4209 FM 621
San Marcos, TX 78666

Home 353-4849 or Cell 787-4849
(Address and telephone number)
REQUEST FOR EXPANSION

The undersigned owner(s) of land situated near the City of Martindale, Texas, hereby request(s) that the City of Martindale include such land in the Extraterritorial Jurisdiction of the City of Martindale, pursuant to Section 42.022 of the Texas Local Government Code.

A true and correct description of the property is attached hereto.

Dated this 12 day of September, 2007.

Gail Kirk
Owner

601 Anderson Ln.
Martindale, Tx. 78655

512-357-2413
(Address and telephone number)
REQUEST FOR EXPANSION

The undersigned owner(s) of land situated near the City of Martindale, Texas, hereby request(s) that the City of Martindale include such land in the Extraterritorial Jurisdiction of the City of Martindale, pursuant to Section 42.022 of the Texas Local Government Code.

A true and correct description of the property is attached hereto.

Dated this 30 day of October, 2007

Ryan Jency Couch
Owner

111 Rugen Lane
College Station, TX 77845

512-557-3871
(Address and telephone number)
REQUEST FOR EXPANSION

The undersigned owner(s) of land situated near the City of Martindale, Texas, hereby request(s) that the City of Martindale include such land in the Extraterritorial Jurisdiction of the City of Martindale, pursuant to Section 42.022 of the Texas Local Government Code.

A true and correct description of the property is attached hereto.

Dated this 30 day of October, 2007.

[Signature]

Owner

Brian Minnix

4821 Fm 621 San Marcos TX 7866

512-557-4602

(Address and telephone number)
REQUEST FOR EXPANSION

The undersigned owner(s) of land situated near the City of Martindale, Texas, hereby request(s) that the City of Martindale include such land in the Extraterritorial Jurisdiction of the City of Martindale, pursuant to Section 42.022 of the Texas Local Government Code.

A true and correct description of the property is attached hereto.

Dated this 30 day of October, 2007

[Signature]
Owner

Moeller Family LTD. Partnership
5401 Hwy. 621 San Marcos, TX 78666
512/353-8770 or 8#7-7375
(Address and telephone number)
REQUEST FOR EXPANSION

The undersigned owner(s) of land situated near the City of Martindale, Texas, hereby request(s) that the City of Martindale include such land in the Extraterritorial Jurisdiction of the City of Martindale, pursuant to Section 42.022 of the Texas Local Government Code.

A true and correct description of the property is attached hereto.

Dated this 30 day of October, 2007

Corinda C. Myller, Leonard G. Myller
Owner

5401 Hwy. 621
San Marcos, TX 78666

512/353-8770 or 847-7375
(Address and telephone number)
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARTINDALE, TEXAS EXPANDING THE CITY'S EXTRATERRITORIAL JURISDICTION PURSUANT TO THE REQUEST OF CERTAIN LANDOWNERS.

WHEREAS, a request has been made by certain landowners who own land outside the City of Martindale's extraterritorial jurisdiction for the inclusion of their property in the extraterritorial jurisdiction of the City; and

WHEREAS, it is appropriate and proper for such expansion of the City's extraterritorial jurisdiction to be made pursuant to such request in accordance with §42.022 of the Local Government Code; and

WHEREAS, it would be in the best interest of the City of Martindale and its citizens for such expansion to be enacted;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARTINDALE, TEXAS:

That, pursuant to §42.022 of the Texas Local Government Code, the area described in the various documents comprising Exhibit "A," which is attached hereto and incorporated herein by reference, that is not presently within the extraterritorial jurisdiction of the City of Martindale is hereby incorporated into the extraterritorial jurisdiction of the City of Martindale pursuant to the request by the owners of such area as referred to in said Exhibit.

PASSED AND APPROVED this 4th day of December, 2007.

CITY OF MARTINDALE, TEXAS

By: ____________________________
Mayor

ATTEST:

______________________________
City Secretary

APPROVED AS TO FORM:

______________________________
W. W. McNeal, City Attorney
## REQUESTS FOR ADMISSION INTO MARTINDALE ETJ DECEMBER 4, 2007

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<td></td>
<td>G56556</td>
<td>8.9</td>
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REQUEST FOR EXPANSION

The undersigned owner(s) of land situated near the City of Martindale, Texas, hereby request(s) that the City of Martindale include such land in the Extraterritorial Jurisdiction of the City of Martindale, pursuant to Section 42.022 of the Texas Local Government Code.

A true and correct description of the property is attached hereto.

Dated this 12 day of November, 2007.

[Signature]
Cellinda Sams
Owner
508 Mourning Dove Ln
Lorena, TX 76655
154-420-1125
(Address and telephone number)

[Signature]
Debra W. Voiles
11-12-07

DEBRA W. VOILES
Notary Public, State of Texas
My Commission Expires
9-13-2010
REQUEST FOR EXPANSION

The undersigned owner(s) of land situated near the City of Martindale, Texas, hereby request(s) that the City of Martindale include such land in the Extraterritorial Jurisdiction of the City of Martindale, pursuant to Section 42.022 of the Texas Local Government Code.

A true and correct description of the property is attached hereto.

Dated this 27 day of April, 2007

Owner
Rambon Decken
403 Scull Rd
San Marcos, TX 78666
(512) 353-1335
(Address and telephone number)
REQUEST FOR EXPANSION

The undersigned owner(s) of land situated near the City of Martindale, Texas, hereby request(s) that the City of Martindale include such land in the Extraterritorial Jurisdiction of the City of Martindale, pursuant to Section 42.022 of the Texas Local Government Code.

A true and correct description of the property is attached hereto.

Dated this 1D day of OCT, 2007.

[Signature]
Owner

[Address and telephone number]
EXHIBIT "M"

Chapter 102
Article 4

NO. 2007-238

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARTINDALE, TEXAS EXPANDING THE CITY’S EXTRATERRITORIAL JURISDICTION PURSUANT TO THE REQUEST OF CERTAIN LANDOWNERS.

WHEREAS, a request has been made by certain landowners who own land outside the City of Martindale’s extraterritorial jurisdiction for the inclusion of their property in the extraterritorial jurisdiction of the City; and

WHEREAS, it is appropriate and proper for such expansion of the City’s extraterritorial jurisdiction to be made pursuant to such request in accordance with §42.022 of the Local Government Code; and

WHEREAS, it would be in the best interest of the City of Martindale and its citizens for such expansion to be enacted;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARTINDALE, TEXAS:

That, pursuant to §42.022 of the Texas Local Government Code, the area described in the various documents comprising Exhibit “A,” which is attached hereto and incorporated herein by reference, that is not presently within the extraterritorial jurisdiction of the City of Martindale is hereby incorporated into the extraterritorial jurisdiction of the City of Martindale pursuant to the request by the owners of such area as referred to in said Exhibit.

PASSED AND APPROVED this 18th day of December, 2007.

CITY OF MARTINDALE, TEXAS

By: ____________________________
Mayor

ATTEST:

______________________________
City Secretary

APPROVED AS TO FORM:

______________________________
W. W. McNeal, City Attorney
<table>
<thead>
<tr>
<th>Name</th>
<th>Tax ID#</th>
<th>Acres</th>
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<tbody>
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<td>121.915</td>
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(John Zimmerman)
EXHIBIT "N"

Chapter 102
Article 4

NO. 2008-359

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARTINDALE, TEXAS EXPANDING THE CITY'S EXTRATERRITORIAL JURISDICTION PURSUANT TO THE REQUEST OF CERTAIN LANDOWNERS.

WHEREAS, a request has been made by certain landowners who own land outside the City of Martindale's extraterritorial jurisdiction for the inclusion of their property in the extraterritorial jurisdiction of the City; and

WHEREAS, it is appropriate and proper for such expansion of the City's extraterritorial jurisdiction to be made pursuant to such request in accordance with §42.022 of the Local Government Code; and

WHEREAS, it would be in the best interest of the City of Martindale and its citizens for such expansion to be enacted;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARTINDALE, TEXAS:

That, pursuant to §42.022 of the Texas Local Government Code, the area described in the various documents comprising Exhibit "A," which is attached hereto and incorporated herein by reference, that is not presently within the extraterritorial jurisdiction of the City of Martindale is hereby incorporated into the extraterritorial jurisdiction of the City of Martindale pursuant to the request by the owners of such area as referred to in said Exhibit.

PASSED AND APPROVED this 18th day of November, 2008.

CITY OF MARTINDALE, TEXAS

By: ____________________________
    Mayor
    Pro-Tem

ATTEST:

_____________________________

City Secretary

APPROVED AS TO FORM:

_____________________________

W. W. McNeal, City Attorney
Guadalupe CAD

Property Search Results > 56512 BAILES ALLEEN M for Year 2008

Property

Account
Property ID: 56512
Legal Description: ABS: 21 SUR: B & G FULCHER 2.0000 AC.

Geographic ID: 2G0021-0000-00310-0-00
Agent Code:

Type: Real

Location
Address: 4811 FM 621
Mapsco:
TX

Neighborhood: Map ID: C-13
Neighborhood CD:

Owner
Name: BAILES ALLEEN M
Owner ID: 45521
Mailing Address: C/O ERLENE ERY/IND. GUARDIAN & TRUSTEE % Ownership: 100.0000000000%
802 PALM GROVE CIRCLE
SUGAR LAND, TX 77478

Exemptions:

Values

(+) Improvement Homesite Value: +
(+) Improvement Non-Homesite Value: + $38,073
(+) Land Homesite Value: + $0
(+) Land Non-Homesite Value: + $35,940 Ag / Timber Use Value
(+) Agricultural Market Valuation: + $0 $0
(+) Timber Market Valuation: + $0 $0

=? Market Value: = $74,013
(-) Ag or Timber Use Value Reduction: = $0

=? Appraised Value: = $74,013
(-) HS Cap: = $0

=? Assessed Value: = $74,013

Taxing Jurisdiction

Owner: BAILES ALLEEN M
% Ownership: 100.0000000000%
Total Value: $74,013

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Taxes w/Current Exemptions: $1,302.26
Taxes w/o Exemptions: $1,302.26

Improvement / Building

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Guadalupe CAD

Property Search Results > 56511 BAILES ALLEEN M for Year 2008

Property

Account
Property ID: 56511
Geographic ID: 2G0021-0000-00300-0-00
Type: Real

Location
Address: FM 621
TX

Neighborhood
Neighborhood CD:

Owner
Name: BAILES ALLEEN M
Mailing Address: C/O ERLENE PRY/IND, GUARDIAN & TRUSTEE
802 PALM GROVE CIRCLE
SUGAR LAND, TX 77478

Values
(+) Improvement Homesite Value: + $0
(+) Improvement Non-Homesite Value: + $650
(+) Land Homesite Value: + $0
(+) Land Non-Homesite Value: + $0 Ag / Timber Use Value
(+) Agricultural Market Valuation: + $184,910 $7,427
(+) Timber Market Valuation: + $0 $0

(=) Market Value: = $185,560
(-) Ag or Timber Use Value Reduction: -- $177,483

(=) Appraised Value: = $8,077
(-) HS Cap: = $0

(=) Assessed Value: = $8,077

Taxing Jurisdiction
Owner: BAILES ALLEEN M
% Ownership: 100.0000000000%
Total Value: $185,560

Entity Description Tax Rate Appraised Value Taxable Value Estimated Tax
--- --- ------- ------- ------- -------
CAD APPRAISAL DISTRICT 0.000000 $8,077 $8,077 $0.00
GCO GUADALUPE COUNTY 0.329500 $8,077 $8,077 $26.61
LTR LATERAL ROAD 0.060000 $8,077 $8,077 $4.85
SMS SAN MARCOS ISD 1.370000 $8,077 $8,077 $110.65
Total Tax Rate: 1.759500

Taxes w/Current Exemptions: $142.11
Taxes w/o Exemptions: $142.11

11/10/2008
### Improvement #1:

**Type:** Residential  
**State Code:** E3  
**Living Area:** 1036.0 sqft  
**Value:** $650

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<td>BAIL ALLEEN M</td>
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**Questions Please Call (830) 303-3313**

Database last updated on: 10/13/2008 1:02 PM
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This site only supports Internet Explorer 6+, Netscape 7+ and Firefox 1.5+.
REQUEST FOR EXPANSION

The undersigned owner(s) of land situated near the City of Martindale, Texas, hereby request(s) that the City of Martindale include such land in the Extraterritorial Jurisdiction of the City of Martindale, pursuant to Section 42.022 of the Texas Local Government Code.

A true and correct description of the property is attached hereto.

Dated this 21st day of October, 2008

[Signature]

CelineFly Individually and as
Guardian & Trustee

Owner

[Address and telephone number]
EXHIBIT "O"

EXHIBIT "A"

Legal description of land: BEING 563.797 ACRES OF LAND, MORE OR LESS, OUT OF THE WILLIAM A. MATTHEWS SURVEY, THE WILLIAM BURNET SURVEY AND THE B & G FULCHER LEAGUE IN HAYS COUNTY AND GUADALUPE COUNTY, TEXAS, AND BEING THE SAME PROPERTY CONVEYED TO STEPHEN R. SMITH, ET AL IN A DEED RECORDED IN VOLUME 2650 PAGE 431 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AS MORE FULLY DESCRIBED ON EXHIBIT A ATTACHED HERETO.

BEING 563.797 ACRES OF LAND LYING IN AND SITUATED OUT OF THE WILLIAM BURNET SURVEY AND THE WILLIAM A. MATTHEWS SURVEY IN HAYS COUNTY, TEXAS AND THE B & G FULCHER LEAGUE IN GUADALUPE COUNTY, TEXAS, BEING THE REMAINDER PORTION OF THAT CALLED 455 ACRE TRACT OF LAND AND 1.00 ACRE TRACT OF LAND CONVEYED TO HAH ANGUS FARM BY DEED RECORDED IN VOLUME 349, PAGE 843 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 563.797 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN SEPTEMBER, 1998:

BEGINNING AT AN IRON ROD FOUND ON THE NORTHEASTERLY RIGHT-OF-WAY (80') LINE OF STATE HIGHWAY 821 FOR THE WESTERNLY CORNER HEREOF AND SAID 466 ACRE TRACT AND THE SOUTHERLY CORNER OF THAT CERTAIN 715 ACRE TRACT CONVEYED TO JOHN F. BAUGH BY DEED RECORDED IN VOLUME 165, PAGE 86 OF THE HAYS COUNTY DEED RECORDS;

THENCE NORTH 49°42' 30" EAST A DISTANCE OF 12452.90 FEET ALONG THE NORTHWESTERLY LINE HEREOF AND THE SOUTHEASTERLY LINE OF SAID 715 CORE TRACT AND THAT CERTAIN 164.883 ACRE TRACT CONVEYED TO BARBARA BAUGH MORRISON BY DEED RECORDED IN VOLUME 645, PAGE 678 OF THE HAYS COUNTY DEED RECORDS TO AN IRON ROD SET FOR CORNER ON THE SOUTHWEST LINE OF THE "MEXICAN" CEMETERY;

THENCE ALONG THE LIMITS OF SAID CEMETERY AND INCLUDING A CALLED 11 VARA LANE WITHIN THIS TRACT BEING DESCRIBED:

1. SOUTH 47°13'46" EAST A DISTANCE OF 115.53 FEET TO AN IRON ROD SET FOR CORNER;
2. NORTH 50°41'11" EAST A DISTANCE OF 394.83 FEET TO AN IRON ROD SET FOR CORNER;
3. NORTH 50°50'00" WEST A DISTANCE OF 93.87 FEET TO AN IRON ROD SET FOR CORNER;
4. NORTH 49°22'11" EAST A DISTANCE OF 110.28 FEET TO A POINT ON THE SOUTHWESTERLY BANK OF THE SAN MARCO RIVER;

THENCE ALONG THE BANK OF THE SAN MARCOS RIVER THE FOLLOWING CALLS:

1. SOUTH 47°14'45" EAST A DISTANCE OF 92.17 FEET;
2. SOUTH 74°56'22" EAST A DISTANCE OF 77.32 FEET;
3. SOUTH 58°2'15" EAST A DISTANCE OF 116.50 FEET;
4. SOUTH 39°27'01" EAST A DISTANCE OF 132.88 FEET;
5. SOUTH 29°21'49" EAST A DISTANCE OF 118.75 FEET;
6. SOUTH 18°36'57" WEST A DISTANCE OF 193.59 FEET;
7. SOUTH 59°27'46" WEST A DISTANCE OF 57.09 FEET;
8. SOUTH 9°55'20" WEST A DISTANCE OF 363.02 FEAST;
9. SOUTH 29°25'19" EAST A DISTANCE OF 380.96 FEET;
10. SOUTH 41°46'65" EAST A DISTANCE OF 177.83 FEET;
11. SOUTH 55°45'15" EAST A DISTANCE OF 311.95 FEET;
12. SOUTH 22°38'40" EAST A DISTANCE OF 27.91 FEET;

THENCE SOUTH 50°16'03" WEST A DISTANCE OF 359.69 FEET LEAVING SAID RIVER AND ALONG THE NORTHWEST LINE OF THAT CERTAIN 1.04 ACRE TRACT CONVEYED TO ROY J. HOIZ BY DEED
RECORDED IN VOLUME 414, PAGE 417 OF THE GUADALUPE COUNTY DEED RECORD'S TO AN IRON ROD FOUND FOR THE WEST CORNER OF SAID 1.04 ACRE TRACT:

THENCE SOUTH 33°48'59" EAST A DISTANCE OF 207.19 FEET ALONG THE SOUTHWEST LINE OF SAID TRACT TO AN IRON ROD SET FOR THE SOUTHERLY CORNER OF SAID 1.04 ACRE TRACT;

THENCE SOUTH 49°39'15" WEST A DISTANCE OF 12091.83 FEET ALONG THE SOUTHEAST LINE HEREOF AND SAID 455 AND 100 ACRE TRACTS AND THE NORTHWEST LINE OF THAT CERTAIN 365.86 ACRE TRACT CONVEYED TO FRED G. DUPUY BY DEED RECORDED IN VOLUME 1311, PAGE 676, THAT CERTAIN 8.85 ACRE TRACT CONVEYED TO RICHARD G. DAVIS BY DEED RECORDED IN VOLUME 731, PAGE 22 AND THAT CERTAIN 48.872 ACRE TRACT CONVEYED TO MALCOLM RAY SCOTT BY DEED RECORDED IN VOLUME 1048, PAGE 691, ALL GUADALUPE COUNTY DEED RECORDS, TO A CONCRETE MONUMENT FOUND ON THE NORTHEASTERLY R-O-W OF STATE HIGHWAY 621 FOR THE SOUTHERLY CORNER HEREOF AND WESTERLY CORNER OF SAID 49.872 ACRE TRACT;

THENCE ALONG SAID R-O-W LINE THE FOLLOWING CALLS:

1. NORTH 40°46'40" WEST A DISTANCE OF 1144.52 FEET TO A CONCRETE R-O-W MONUMENT FOUND FOR POINT OF CURVATURE OF A CURVE TO THE LEFT;
2. A LENGTH OF 352.53 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 6771.07 FEET AND A CHORD BEARING NORTH 42°31'40" WEST A DISTANCE OF 352.48 FEET TO A CONCRETE R-O-W MONUMENT FOUND;
3. NORTH 44°16'40" WEST A DISTANCE OF 463.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 563.797 ACRES OF LAND, MORE OR LESS, AND AS SHOWN ON MAP OF SURVEY PREPARED HEREWITH.
EXHIBIT “P”

Resolution No.___________________

CITY OF MARTINDALE RESOLUTION RELEASING 161.59 ACRES OF PROPERTY LOCATED WITHIN MARTINDALE’S ETJ

I. Recitals

WHEREAS, on or about January __, 2020, the City of Martindale and the City of San Marcos entered into a Settlement Agreement; and

WHEREAS, to ensure compliance with the Settlement Agreement, the City of Martindale is unanimously passing this resolution to effectuate the release of one-hundred and sixty-one point five nine (161.59) acres that are part of the “Ohnheiser Property.”

II. Resolution

NOW THEREFORE BE IT RESOLVED, the one-hundred and sixty-one point five nine (161.59) acres identified on Exhibits "A" and “Q” attached hereto (“the Property”), which falls within the ETJ of the City of Martindale, is hereby released from the City of Martindale's ETJ under authority of Section 42.023 of the Texas Local Government Code; it being understood that upon passage of this resolution, the Property shall immediately become part of San Marcos’s ETJ by operation of law (under Section 42.021(a)(4) of the Texas Local Government Code).
EXHIBIT “P”

UNANIMOUSLY PASSED & APPROVED THIS ____ DAY OF JANUARY 2020.

________________________
Robert Deviney, Mayor
City of Martindale

ATTESTATION:

________________________
Sylvia Gomez
City of Martindale, City Clerk

APPROVED AS TO FORM:

________________________
Kent E. Wymore IV
City of Martindale, City Attorney
AGENDA CAPTION:
Consider approval of Resolution 2020-27R, providing no objection to the submission of an application for low income housing tax credits to the Texas Department of Housing and Community Affairs for the proposed Redwood Multifamily Housing Project located in the 1600 block of Redwood Road; approving findings related to the application; imposing conditions for such non-objection, including the requirement that the applicant make an annual payment in lieu of taxes in the initial amount of $75,000 and increasing by $1,500 annually; providing authorizations for execution or submission of documents related to the application and for execution of an agreement for the annual payment in lieu of taxes; and declaring an effective date.

Meeting date: February 4, 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: Postponed at the November 19, 2019 Regular Meeting to allow the Council committee to meet and discuss this project further

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 - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☐ Land Use - High Density Mixed Use Dev. & Infrastructure in the Activity Nodes & Intensity Zones (supporting
walkability and integrated transit corridors)
☐ Neighborhoods & Housing - Diversified housing options to serve citizens with varying needs and interests
☐ Parks, Public Spaces & Facilities - Choose an item.
☐ Transportation - Choose an item.
☐ Not Applicable

**Master Plan:** [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]
Vision San Marcos - A River Runs Through Us

**Background Information:**
Jake Brown on behalf of LDG Development has applied for a Resolution of No Objection in order to qualify for housing tax credits administered by the Texas Department of Housing and Community Affairs. The proposed project is located in the 1600 block of Redwood Road. The site is approximately 15 acres and is zoned Character District-4 (CD-4). The project will include a total of 296 income and rent restricted units with 30 of those units restricted to households making 30% of the Area Median Income (AMI) or less and 266 of those units restricted to households making 60% of the AMI or less. The project will include 21 ADA accessible units and a mix of 1,2,3, and 4-bedroom units. The applicant is proposing an annual payment in lieu of taxes (PILOT) of $75,000 plus an additional $1,500 annually for the life of the project.

The San Marcos Affordable Housing Policy (Resolution 2019-209R) outlines the request for a Resolution of No Objection. The City of San Marcos utilizes the below criteria in order to determine whether a resolution will be recommended for consideration by the City Council. Applications must meet at least 5 of the 8 criteria below, including criteria #1 in order to receive a positive staff recommendation. Applicants requesting an exemption from local ad valorem property taxes must also meet sub-criteria 1a-1e in order to be considered. An analysis of met and unmet criteria for the proposed Redwood Multifamily Housing Project is outlined as follows:

1. **No exemption from taxes may be considered unless the project meets the criteria listed below.**
   The purpose of this criteria is to help increase the City's inventory of affordable units and ensure that units benefiting the program are reserved for low income households that need them.
   **Met**-The applicant is requesting a tax exemption and has met the required criteria listed below.
   - a. A minimum of 10% of all units within the project shall be affordable to households at or below 30% of the AMI for the duration of the tax exemption
   **Met**-The project will provide a minimum of 30 units (10% of all units) that are affordable to households at or below 30% AMI for the duration of the tax exemption.
b. A minimum of 10% of the units affordable to households at or below 30% of the AMI shall be ADA accessible
   Met-The project will provide a minimum of 5 units (16.6%) that are ADA accessible and affordable to households at or below 30% AMI.

c. A minimum of 35% of the units within a project that is not age restricted shall include a minimum of three bedrooms in each unit
   Met-The project will provide a minimum of 116 (39% of all units) three-bedroom units.

d. The project shall include these criteria in the Texas Department of Housing and Community Affairs Land Use Restriction Agreement (LURA)
   Met-The project shall include these criteria in the Texas Department of Housing and Community Affairs Land Use Restriction Agreement.

e. When considering a recommendation of support, preference shall be given to projects that utilize a local entity for such tax exemptions
   Not Preferred-LIHTC projects can partner with non-profits, which then qualify the project to be exempt from property taxes. While there are many partners in the central Texas area, a local partner such as the Housing Authority or other local San Marcos area non-profits, if available, can ensure that revenues remain in the community. This project will be partnering with Capital Area Housing Finance Corporation to obtain a tax exemption. CAHFC is a local Housing Finance Corporation (non-profit) that serves Bastrop, Blanco, Burnett, Caldwell, Fayette, Hays, Lee, Llano, and Williamson Counties. While CAHFC serves Hays County and the City of San Marcos, criteria 1e recommends that preference be given to local partners.

2. The proposed units address a housing need identified in this housing policy or in the City’s current consolidated plan for HUD programs.
   Met-The project will provide a total of 30 units (10% of all proposed units) for those making 30% AMI or less and a total of 266 units (90% of all proposed units) for those making 60% AMI or less. The project will be located in close proximity to major San Marcos employers such as the outlet mall, Amazon fulfillment center, and HEB distribution center and will provide a mix of unit types (one to four-bedroom options will be available). The project will also provide a total of 21 ADA accessible units; 15 for the mobility impaired and 6 for the hearing and visually impaired. Although the proposed location is not within ¼ or ½ mile of all the services listed in criteria 5 and 6 of the City’s policy, the development would be required to provide pedestrian connectivity and sidewalks along all public streets. In addition, the project is located in a medium intensity zone which may include future development and connectivity to adjacent goods and services.

3. The project is located within a high or medium intensity zone on the preferred scenario map.
**Met**-The property is located in the Medical District Medium Intensity Zone.

**4. The project is not proposed to develop under a legacy district on the City’s current zoning map.**

**Met**-The property is zoned CD-4.

**5. The project is located within a ½ mile walking distance to grocery, medical services, and schools.**

**Not Met**-The subject property is located approximately 0.18 miles from the closest medical service, Medfirst Primary Care at San Marcos, approximately 0.6 miles from Communicare Health Center and 0.75 miles from Central Texas Medical Center. There are no schools within 0.5 miles walking distance of the subject property. DeZavala Elementary, Goodnight Middle School, Pride Academic Center, Austin Community College, and Bonham Prekindergarten School are all located within approximately 1 mile of the subject property and the property is approximately 1.9 miles from San Marcos High School. There are no grocery stores within 0.5 miles walking distance of the subject property. A Stripes Convenience Store is the closest location offering some food items and is located approximately 0.18 miles away from the subject property. Sidewalk infrastructure and pedestrian connectivity is lacking in this area and routes to these amenities require pedestrians walking on Highway 123. However, the area is located in the Medical District Intensity Zone, which is envisioned to include pedestrian infrastructure as the area develops. The development would also be required to construct sidewalks along all portions of public right-of-way fronting their property.

**6. The project is located within one quarter mile (.25) walking distance of a proposed or existing bus stop on a current or planned transit route. If the project is not located within one quarter (.25) mile walking distance of a proposed or existing stop on a current or planned transit route, a private shuttle service for residents is provided in accordance with TDHCA requirements.**

**Met**-The property is located on an existing CARTS route but is not located within 1/4 mile of an existing or planned CARTS bus stop. The closest existing CARTS bus stop is at the intersection of Sadler Drive and Wonder World Drive, approximately 0.8 miles away.

In accordance with the San Marcos Land Development Code, access points and shelter locations must be included in developments that could generate high volumes of transit use where a new route is warranted or that are along an existing or proposed transit route. Construction of a transit stop will be required as part of this development.

The applicant has committed to providing a shuttle service amenity to residents. The shuttle service would travel to HEB, Walmart, the Medical District, Outlet Mall, Texas State University, and CARTS transit stops. The shuttle service would operate from 9:00 am - 6:00 pm Monday-Friday and 10:00 am -
2:00 pm on Saturdays.

7. The project is renovating or redeveloping an existing multifamily complex or under-performing development.

   Not Met-The project will be a new development.

8. The project incorporates wraparound support services that provide flexible voluntary social, economic, or education benefits to the residents.

   Met-The project incorporates wraparound support services that provide flexible voluntary social, economic or education benefits to the residents. For a full list of proposed common amenities and resident supportive services please see the “TDHCA Project Amenities” scoring sheet. In addition, San Marcos LIHTC policy states that proposed support services should:

   a. Meet the needs of the local community

      LDG Development is partnering with Hays-Caldwell Women’s Center (HCWC), a local non-profit that offers free and confidential services for victims of family violence, dating violence, sexual assault, and child abuse in Hays and Caldwell Counties. LDG Development will reserve 5 units affordable to those making 30% AMI or less specifically for victims of abuse that come to HCWC looking for help. The applicant is currently working on a Memorandum of Understanding (MOU) that will be signed by both HCWC and LDG. This partnership will be documented in the Land Use Restriction Agreement (LURA), which is legally binding. LDG Development is also partnering with Splash Coworking to provide after-school tutoring and financial literacy courses for residents. The after-school tutors will be volunteers from the College of Education at Texas State University. They will provide tutoring in general subjects such as math, reading, etc. These after-school sessions will occur once a week during the school year. The financial literacy courses will be taught on-site and will occur once a month. The future frequency of these courses will be determined based on the demand of the residents.

   b. Utilize support services and resources

      Hays-Caldwell Women’s Center and Splash Coworking are both locally based in San Marcos and provide support services and resources not only to those living in San Marcos, but also Hays and Caldwell County residents.

   c. Exceed the minimum TDHCA requirements for amenities; and

      TDHCA requires that projects seeking tax credits provide an array of amenities and resident support services. The project receives a certain amount of points towards their application for each amenity or service selected. TDHCA requires a minimum of 22 points in the Common Amenities category and a minimum of 8 points in the Resident Support Services category. The applicant’s proposed Resident Support Services would generate 17.5 points, which is more
than twice the minimum requirement. The applicant’s proposed Common Amenities would
generate 34 points, which exceeds the minimum requirement of 22 points. Additional details on
the proposed Resident Support Services is below. Please see the “Project Amenity Scoring”
table(s) for an overview of the applicant’s selected amenities and support services.

Redwood Resident Support Services Additional Details

- Shuttle Service - The shuttle would be available upon request and would run Monday-
  Friday, 9:00 am - 6:00 pm and 10:00 am - 2:00 pm on Saturdays.
- After School Tutoring - Taught weekly on site
- Financial Literacy Courses - Taught monthly on site
- Food Pantry - Non-perishable food items and common household items
- Annual Health Fair - Free flu shots will be provided
- Exercise Classes - These will occur weekly
- Notary Services - Available during leasing office business hours
- Twice Monthly Socials - Potluck dinner, game nights, holiday celebrations, etc.

d. Submit to the City the Project’s TDHCA Application for Low Income Housing Tax Credits
   and include the list of amenities in the Project’s Land Use Restriction Agreement

The applicant has not applied to TDHCA for Low Income Housing Tax Credits but has provided
the list of Common Amenities and Resident Support Services that they intend to submit. The list
of amenities and support services will be included in the project’s Land Use Restriction
Agreement.

A table summarizing the criteria met is provided below:

<table>
<thead>
<tr>
<th>Housing Policy Criteria for Recommendation of Approval</th>
<th>Redwood (1600 Block Redwood Road)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) No exemption from local taxes may be considered unless the project meets the criteria listed below. The purpose of the criteria is to help increase the City’s inventory of affordable units and ensure that units benefiting from the program are reserved for low income households that need them.</td>
<td>Met-The applicant is requesting a tax exemption but has met the required criteria in order to be considered.</td>
</tr>
<tr>
<td>Requirement</td>
<td>Met/Not Preferred</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------</td>
<td>--------------------------------------------------------</td>
</tr>
<tr>
<td>1a) A minimum of 10% of all units within the project shall be affordable</td>
<td>The project will provide a minimum of 30 units (10% of</td>
</tr>
<tr>
<td>to households at or below 30% of the AMI for the duration of the tax</td>
<td>duration of the tax exemption.</td>
</tr>
<tr>
<td>exemption.</td>
<td></td>
</tr>
<tr>
<td>1b) A minimum of 10% of the units affordable to households at or below</td>
<td>The project will provide a minimum of 5 units (16.6%)</td>
</tr>
<tr>
<td>30% of the AMI shall be ADA accessible.</td>
<td>that are ADA accessible and affordable to households</td>
</tr>
<tr>
<td></td>
<td>at or below 30% AMI.</td>
</tr>
<tr>
<td>1c) A minimum of 35% of the units within a project that is not age-</td>
<td>The project will provide a minimum of 116 three-</td>
</tr>
<tr>
<td>restricted shall include a minimum of three bedrooms in each unit.</td>
<td>bedroom units.</td>
</tr>
<tr>
<td>1d) The project shall include these criteria in the Texas Department of</td>
<td>The project shall include these criteria in the Land</td>
</tr>
<tr>
<td>Housing and Community Affairs Land Use Restriction Agreement (LURA)</td>
<td>Use Restriction Agreement.</td>
</tr>
<tr>
<td>1e) When considering a recommendation of support, preference should be</td>
<td>The project will be partnering with Capital Area</td>
</tr>
<tr>
<td>given to projects that utilize a local entity for such exemption.</td>
<td>Housing Finance Corporation to obtain a tax exemption.</td>
</tr>
<tr>
<td></td>
<td>CAHFC is a local Housing Finance Corporation that</td>
</tr>
<tr>
<td></td>
<td>serves Bastrop, Blanco, Burnett, Caldwell, Fayette,</td>
</tr>
<tr>
<td></td>
<td>Hays, Lee, Llano, and Williamson Counties. While</td>
</tr>
<tr>
<td></td>
<td>CAHFC serves Hays County and the City of San Marcos,</td>
</tr>
<tr>
<td></td>
<td>this criterion recommends that preference be given</td>
</tr>
<tr>
<td></td>
<td>to local partners to ensure revenues remain in the</td>
</tr>
<tr>
<td></td>
<td>San Marcos community.</td>
</tr>
<tr>
<td>2) Addresses a housing need identified in this housing policy or in the</td>
<td>The project will provide 296 affordable units located</td>
</tr>
<tr>
<td>City’s HUD programs</td>
<td>in close proximity to major employers such as the</td>
</tr>
<tr>
<td></td>
<td>outlet mall, Amazon fulfillment center, and HEB</td>
</tr>
<tr>
<td></td>
<td>distribution center. A mix of unit types and 21</td>
</tr>
<tr>
<td></td>
<td>accessible units will be provided.</td>
</tr>
<tr>
<td>3) The project is located in a high or medium intensity zone on the</td>
<td>The project is located in the Medical District Medium</td>
</tr>
<tr>
<td>Preferred Scenario Map</td>
<td>Intensity Zone.</td>
</tr>
<tr>
<td>4) The project is not proposed to develop under a legacy district on the</td>
<td>The project is zoned CD-4.</td>
</tr>
<tr>
<td>City’s current zoning map.</td>
<td></td>
</tr>
<tr>
<td>5) The project is located within a ½ mile walking distance to grocery,</td>
<td>The property is located within ½ mile walking</td>
</tr>
<tr>
<td>medical services, and schools.</td>
<td>distance of medical services but is not located within ½</td>
</tr>
<tr>
<td></td>
<td>mile walking distance to a grocery store or schools.</td>
</tr>
</tbody>
</table>
6) The project is located within ¼ walking distance of a proposed or existing bus stop on a current or planned transit route. If the project is not located within ¼ mile walking distance of a proposed or existing bus stop on a current or planned transit route, a private shuttle service for residents is provided in accordance with TDHCA requirements.
   **Met** - The property is located on an existing route but the nearest stop is ~0.8 miles away. The applicant will provide a private shuttle service for residents in accordance with TDHCA requirements.

7) The project is renovating or redeveloping an existing multifamily complex or under-performing development.
   **Not Met** - The project will be a new development.

8) The project incorporates wraparound support services that provide flexible voluntary social, economic, or education benefits to the residents. Proposed support services should:
   **Met** - The project will incorporate resident support services that meet the needs of the local community, utilizes local support services and resources, and exceeds minimum TDHCA requirements.

8a) Meet the needs of the local community.
   **Met** - The project will partner with Hays-Caldwell Women’s Center to reserve 5 units restricted to 30% AMI or less for those that come to HCWC for help. The project will also partner with Splash Coworking to provide after school tutoring and financial literacy courses for residents.

8b) Utilize local support services and resources
   **Met** - Hays-Caldwell Women’s Center and Splash Coworking are both locally based in San Marcos.

8c) Exceed the minimum TDHCA requirements for amenities
   **Met** - TDHCA requires this project receive a minimum of 22 points in the Common Amenities category and a minimum of 8 points in the Resident Support Services category. The applicant’s proposed Common Amenities would generate 34 points and their proposed Resident Support Services would generate 17.5 points.

8d) Submit to the City the Project’s TDHCA application for Low Income Tax Credits and include the list of amenities in the Project’s Land Use Restriction Agreement
   **Met** - The applicant has not applied to TDHCA for low income housing tax credits but has provided the list of Common Amenities and Resident Support Services they intend to submit. The list of amenities and support services will be included in the project’s LURA.
Council Committee, Board/Commission Action:
LIHTC-19-02 was reviewed at the January 13th Committee on Workforce Housing meeting. The Committee discussed the addition of a payment in lieu of taxes (PILOT) proposal and requested that the applicant review the possibility of adding units restricted to 40% and 50% AMI. Please refer to the Memorandum from LDG Development for a response to this request. At the January 13th meeting the Committee recommended that this application be presented to Council for their consideration at the February 4th meeting.

Alternatives:
N/A

Recommendation:
The City of San Marcos Low Income Housing Tax Credit Policy states applications must meet at least 5 of the 8 criteria, including criteria #1, in order to receive a staff recommendation for a Resolution of No Objection. Based on the criteria outlined in the policy, the application meets 6 of the 8 criteria. Staff recommends approval of the Resolution of No Objection for the proposed Redwood application to the Texas Department of Housing and Community Affairs for Low Income Housing Tax Credits.
RESOLUTION NO. 2019-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS PROVIDING NO OBJECTION TO THE SUBMISSION OF AN APPLICATION FOR LOW INCOME HOUSING TAX CREDITS TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE PROPOSED REDWOOD MULTIFAMILY HOUSING PROJECT LOCATED IN THE 1600 BLOCK OF REDWOOD ROAD; APPROVING FINDINGS RELATED TO THE APPLICATION; IMPOSING CONDITIONS FOR SUCH NON-OBJECTION, INCLUDING THE REQUIREMENT THAT THE APPLICANT MAKE AN ANNUAL PAYMENT IN LIEU OF TAXES; PROVIDING AUTHORIZATIONS FOR EXECUTION OR SUBMISSION OF DOCUMENTS RELATED TO THE APPLICATION AND FOR EXECUTION OF AN AGREEMENT FOR THE ANNUAL PAYMENT IN LIEU OF TAXES; AND DECLARING AN EFFECTIVE DATE.

RECITALS:

1. LDG Development (the “Applicant”) has proposed a multifamily development presently known as “Redwood” for affordable rental housing in the 1600 Block of Redwood Road in the City of San Marcos which will include approximately 296 units (the “Project”).

2. The Applicant has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs (“TDHCA”) for Low Income Housing Tax Credits for the Project.

3. As provided for in §11.3(c) of the Qualified Allocation Plan, the City of San Marcos has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds.

4. In accordance with the requirements of Texas Government Code §2306.67071 and Texas Administrative Code §11.204(4):
   a. notice has been provided to the City of San Marcos, Texas;
   b. the City of San Marcos, Texas has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the Project; and
   c. the City of San Marcos, Texas has held a hearing at which public comment may be made on the Project.

5. The Applicant has demonstrated that the Project meets the necessary criteria in order to be considered for an exemption from local taxes as follows:
   a. The project will provide a minimum of 30 units (10% of all units) affordable to households at or below 30% AMI for the duration of the tax exemption;
b. The project will provide a minimum of 5 units (16.6%) that are ADA accessible and affordable to households at or below 30% AMI;

c. The project will provide a minimum of 116 (39% of all units) three-bedroom units; and

d. The project shall include these criteria in the Texas Department of Housing and Community Affairs Land Use Restriction Agreement.

6. The Applicant has demonstrated that the Project complies with the City of San Marcos Affordable Housing Policy pertaining to consideration of Low Income Housing Tax Credit projects by meeting at least five of the eight necessary criteria as follows:

a. No exemption from taxes may be considered unless the project meets the necessary criteria;

b. The Project will address a housing need by providing 30 units for those making 30% or less of area median income and 296 units for those making 60% or less area median income. The Project will be located in close proximity to major San Marcos employers. The Project will meet all applicable development standards in the San Marcos Development Code, sidewalks will be required along all public streets, and pedestrian connections will be made within the Project boundaries;

c. The Project is located in the Medical District Medium Intensity Zone;

d. The Project is proposed to develop under Character District-4 (CD-4) zoning designation;

e. The Project is not located within one quarter mile walking distance of a proposed or existing bus stop on a current or planned transit route and will provide a private shuttle service for residents in accordance with TDHCA restrictions; and

f. The Project will incorporate wraparound services that provide flexible voluntary social, economic, or education benefits to the residents. Incorporated services will utilize local support services and resources, meet the needs of the local community, and exceed the minimum Texas Department of Housing & Community Affairs requirements for amenities. The Project will incorporate the listed common amenities and resident support services:

i. Controlled gate access for entrance and exit areas, twenty-four hour, seven days a week monitored camera/security system in each building, twenty-four hour, seven days a week recorded camera/security system in each building, courtesy patrol service, furnished fitness center with one item for every 20 units, children’s playscape, swimming pool, full perimeter fencing that includes parking areas and all amenities, a resident-run community garden, gazebo or covered pavilion with a sitting area, community laundry room, barbecue grill(s) and picnic table(s), business center, furnished community room, activity room stocked with supplies, community dining
room, community theater room, high-speed wi-fi with coverage throughout the clubhouse and/or community building, a shuttle to major destinations, twelve hours of weekly, organized, on-site services provided to K-12 children by a dedicated service coordinator or third-party entity, four hours of weekly, organized, on-site classes provided to an adult audience by persons skilled or trained in the subject matter being presented, food pantry consisting of an assortment of non-perishable food items and common household items accessible to residents at least on a monthly basis or upon request by a resident, annual health fair provided by a health care professional, weekly exercise classes, notary services during regular business hours, and twice monthly arts, crafts, and other recreational activities.

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

PART 1. The San Marcos City Council finds the Recitals to be true and correct and adopts them as the findings of the City Council and incorporates them as part of this resolution.

PART 2. After due consideration of the findings of the City Council as stated in the Recitals, the information provided by the Applicant and any public comment, the City of San Marcos, Texas has no objection to the proposed application for the Project to the TDHCA, and confirms that the City Council has voted specifically to support the submittal of applications for the Project and to authorize an allocation of Housing Tax Credits for the Project pursuant to Texas Government Code §2306.6703(a)(4).

PART 3. As conditions of approval of this resolution:

a. The Applicant must comply with all City of San Marcos rules and regulations governing the development of the Project including, but not limited to:

   i. the adopted Transportation Master Plan;
   
   ii. all standards and regulations within the City’s Code of Ordinances; and
   
   iii. requirements for submission of required applications and payment of applicable fees.

b. The Applicant may not apply for and the Project will not be eligible to receive any variances from any applicable City of San Marcos ordinances, rules or regulations.

c. The Applicant must submit an executed Memorandum of Understanding for each residential support service provider prior to the approval of future permits.

d. The Applicant shall enter into an agreement with the City in substantially the form attached, pursuant to which the Applicant must make an annual Payment in Lieu of Taxes (PILOT) to the City of San Marcos in the amount of $75,000. The PILOT will begin in Year 1 of the project’s life and will increase by $1,500 annually.
e. The applicant shall ensure that the requirement to make an annual PILOT shall be included as a covenant or obligation of the Applicant (and any successors) in the trust indenture for all bonds issued in connection with the Project and in the Land Use Restriction Agreement for the Project approved by TDHCA.

PART 4. As provided for in 10 TAC §11.3(d) it is hereby acknowledged that the proposed New Construction or Adaptive Reuse Development is located one linear mile or less from a Development that serves the same type of household as the proposed Development and has received an allocation of Housing Tax Credits (or private activity bonds) for New Construction in the three-year period preceding the date the Certificate of Reservation is issued.

PART 5. The Mayor or the City Manager, are each authorized to execute any and all documents as necessary for the Applicant to complete its application for the Project to the TDHCA and to execute the Payment Agreement for the PILOT as referenced in Part 3(d) above.

PART 6. For and on behalf of the City Council, the Mayor or the City Clerk are each authorized to certify one or more copies of this resolution for submission to TDHCA.

PART 7. 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
LIENTC-19-02 Redwood-Project Summary

Project Description: A 266-unit multifamily apartment. The project will provide a total of 30 units for those making 30% AMI or less and a total of 266 units for those making 60% AMI or less. The project will provide a mix of one to four-bedroom options and will provide a total of 21 ADA accessible units (15 mobility impaired, 6 hearing and visually impaired). A breakout of the proposed unit mix and income restrictions is provided below.

<table>
<thead>
<tr>
<th># of Bedrooms</th>
<th># of Bathrooms</th>
<th>% of AMI</th>
<th># of Units</th>
<th>SQFT</th>
<th>Max Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-BR</td>
<td>1-BA</td>
<td>60%</td>
<td>20</td>
<td>815</td>
<td>$967</td>
</tr>
<tr>
<td>1-BR</td>
<td>1-BA</td>
<td>30%</td>
<td>4</td>
<td>815</td>
<td>$532</td>
</tr>
<tr>
<td>2-BR</td>
<td>2-BA</td>
<td>60%</td>
<td>120</td>
<td>1,032</td>
<td>$1,161</td>
</tr>
<tr>
<td>2-BR</td>
<td>2-BA</td>
<td>30%</td>
<td>12</td>
<td>1,032</td>
<td>$639</td>
</tr>
<tr>
<td>3-BR</td>
<td>2-BA</td>
<td>60%</td>
<td>104</td>
<td>1,204</td>
<td>$1,341</td>
</tr>
<tr>
<td>3-BR</td>
<td>2-BA</td>
<td>30%</td>
<td>12</td>
<td>1,204</td>
<td>$738</td>
</tr>
<tr>
<td>4-BR</td>
<td>2-BA</td>
<td>60%</td>
<td>22</td>
<td>1,534</td>
<td>$1,497</td>
</tr>
<tr>
<td>4-BR</td>
<td>2-BA</td>
<td>30%</td>
<td>2</td>
<td>1,534</td>
<td>$823</td>
</tr>
</tbody>
</table>

TOTAL 296

Location: 1600 Block of Redwood Rd., Southeast of Highway 123 and Redwood Rd. intersection.
Acreage: ~15 acres
Zoning: CD-4
Comprehensive Plan Preferred Scenario: Medical District Medium Intensity
Requesting Tax Exemption: Yes
LIHTC-19-02
Aerial View
Redwood-1600 Block Redwood Rd.

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: 1/16/2020
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: 1/16/2020
LIHTC-19-02
Preferred Scenario and Thoroughfare Map
Redwood-1600 Block Redwood Rd.

Enhanced Facilities Thoroughfare, Blvd
Enhanced Facilities Thoroughfare, Ave
Enhanced Facilities Thoroughfare, St
Proposed Facilities Thoroughfare, Blvd
Proposed Facilities Thoroughfare, Ave
Proposed Facilities Thoroughfare, St

Site Location
Subject Property
Parcels
City Limit

High Intensity
Medium Intensity
Employment Area

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: 7/29/2019
LIHTC-19-02
Existing Sidewalks
Redwood-1600 Block Redwood Rd.

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: 1/16/2020
LIHTC-19-02
Distance to Services
Redwood-1600 Block Redwood Rd.

0.8 miles to CART stop

1 mile to SMCISC Schools
(DeZavala, Goodnight, Pride
Academic Center, Lamar
Alternative School) and Austin
Community College

1.2 miles to Bonham Preschool

0.18 miles to Medfirst Primary
Care
0.6 miles to Communicare Health
Center
0.75 miles to Central Texas
Medical Center

0.18 miles to Stripes
Convenience Store

1.9 miles to San
Marcos High
School

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: 5/23/2019
### Common Amenities

#### 22 Total Points Required for Redwood Project

<table>
<thead>
<tr>
<th>Amenity</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Space for Resident Supportive Services</td>
<td></td>
</tr>
<tr>
<td>High quality Pre-K program &amp; associated education space at the Development Site.</td>
<td>11</td>
</tr>
<tr>
<td>Multifunctional learning and care center(s) or conference room(s) with the appropriate furnishings to deliver classes or care for children (15 sq ft * total number of units, &gt;2,000 sq ft)</td>
<td>4</td>
</tr>
<tr>
<td>Multifunctional learning and care center(s) or conference room(s) with the appropriate furnishings to deliver classes or care for children (10 sq ft * total number of units, &gt;1,000 sq ft)</td>
<td>2</td>
</tr>
<tr>
<td>Service provider office in addition to leasing office</td>
<td>1</td>
</tr>
<tr>
<td>Safety</td>
<td></td>
</tr>
<tr>
<td>- Controlled gate access for entrance and exit areas</td>
<td>1</td>
</tr>
<tr>
<td>- Secured Entry (applicable only if all Unit entries are within the building's interior)</td>
<td>1</td>
</tr>
<tr>
<td>- Twenty-four-hour, seven days a week monitored camera/security system in each building.</td>
<td>2</td>
</tr>
<tr>
<td>- Twenty-four-hour, seven days a week recorded camera/security system in each building.</td>
<td>1</td>
</tr>
<tr>
<td>- Courtesy patrol service</td>
<td>3</td>
</tr>
<tr>
<td>Health/Fitness/Play</td>
<td></td>
</tr>
<tr>
<td>- Accessible walking/jogging path</td>
<td>1</td>
</tr>
<tr>
<td>- Furnished fitness center (one item for every 40 units)</td>
<td>1</td>
</tr>
<tr>
<td>- Furnished fitness center (one item for every 20 units)</td>
<td>2</td>
</tr>
<tr>
<td>- Children’s playscape equipped for 5 to 12-year olds, or a Tot Lot</td>
<td>2</td>
</tr>
<tr>
<td>- Game area such as horseshoe pit, putting green, shuffleboard court, pool table, ping pong table</td>
<td>1</td>
</tr>
<tr>
<td>- Swimming pool</td>
<td>3</td>
</tr>
<tr>
<td>- Splash pad/water feature play area</td>
<td>1</td>
</tr>
<tr>
<td>- Sport court or field (including but not limited to tennis, basketball, volleyball, soccer, or baseball field</td>
<td>2</td>
</tr>
<tr>
<td>Design/Landscaping</td>
<td></td>
</tr>
<tr>
<td>- Full perimeter fencing that includes parking areas and all amenities</td>
<td>2</td>
</tr>
<tr>
<td>- Enclosed community sun porch or covered community porch/patio</td>
<td>1</td>
</tr>
<tr>
<td>- Dog Park area that is fully enclosed and intended for tenant owned dogs to run off leash</td>
<td>1</td>
</tr>
<tr>
<td>- Shaded rooftop or structural viewing deck</td>
<td>2</td>
</tr>
<tr>
<td>- Porte-cochere</td>
<td>1</td>
</tr>
<tr>
<td>- Lighted pathways along all accessible routes</td>
<td>1</td>
</tr>
<tr>
<td>- A resident-run community garden</td>
<td>1</td>
</tr>
<tr>
<td>Community Resources</td>
<td></td>
</tr>
<tr>
<td>- Gazebo or covered pavilion w/sitting area</td>
<td>1</td>
</tr>
<tr>
<td>- Community laundry room</td>
<td>2</td>
</tr>
<tr>
<td>- Barbecue grill(s) and picnic table(s)</td>
<td>1</td>
</tr>
<tr>
<td>- Business center</td>
<td>2</td>
</tr>
<tr>
<td>- Furnished Community room</td>
<td>2</td>
</tr>
<tr>
<td>- Library with an accessible sitting area</td>
<td>1</td>
</tr>
<tr>
<td>- Activity Room stocked with supplies</td>
<td>2</td>
</tr>
<tr>
<td>- Community Dining Room</td>
<td>3</td>
</tr>
<tr>
<td>- Community Theater Room</td>
<td>3</td>
</tr>
<tr>
<td>- High-speed Wi-Fi with coverage throughout the clubhouse and/or community building</td>
<td>1</td>
</tr>
<tr>
<td>- High-speed Wi-Fi with coverage throughout the Development</td>
<td>2</td>
</tr>
<tr>
<td>- Bicycle parking</td>
<td>1</td>
</tr>
<tr>
<td>- Package Lockers</td>
<td>2</td>
</tr>
</tbody>
</table>

**Total Points -Common Amenities**: 34
## Residential Support Services

### 8 Total Points Required for Redwood Project

<table>
<thead>
<tr>
<th>Support Service</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Transportation Supportive Services</strong></td>
<td></td>
</tr>
<tr>
<td>✓ Shuttle 3x a week to major destinations (grocery, pharmacy, big box retailer) or daily shuttle during the school year to schools not served by district bus system</td>
<td>3.5</td>
</tr>
<tr>
<td>Monthly transportation to community/social events</td>
<td>1</td>
</tr>
<tr>
<td><strong>Children Supportive Services</strong></td>
<td></td>
</tr>
<tr>
<td>High-Quality Pre-Kindergarten (HQ Pre-K) program and associated educational space</td>
<td>7</td>
</tr>
<tr>
<td>✓ 12 hours of weekly, organized, on-site services provided to K-12 children by a dedicated service coordinator or third-party entity.</td>
<td>3.5</td>
</tr>
<tr>
<td><strong>Adult Supportive Services</strong></td>
<td></td>
</tr>
<tr>
<td>✓ 4 hours of weekly, organized, on-site classes provided to an adult audience by persons skilled or trained in the subject matter being presented</td>
<td>3.5</td>
</tr>
<tr>
<td>Annual income tax preparation and education on how to claim the Earned Income Tax Credit</td>
<td>1</td>
</tr>
<tr>
<td>Contracted career training and placement partnerships with local workforce offices, culinary programs, or vocational counseling services; resident training programs that train and hire residents for job opportunities inside the development</td>
<td>2</td>
</tr>
<tr>
<td>External partnerships for provision of weekly substance abuse meetings at the Development Site</td>
<td>1</td>
</tr>
<tr>
<td><strong>Health Supportive Services</strong></td>
<td></td>
</tr>
<tr>
<td>✓ Food pantry consisting of an assortment of non-perishable food items and common household items (i.e. laundry detergent, toiletries, etc.) accessible to residents at least on a monthly basis or upon request by a resident</td>
<td>2</td>
</tr>
<tr>
<td>✓ Annual health fair provided by a health care professional</td>
<td>1</td>
</tr>
<tr>
<td>✓ Weekly exercise classes (offered at times when most residents would be likely to attend)</td>
<td>2</td>
</tr>
<tr>
<td>Contracted onsite occupational or physical therapy services</td>
<td>2</td>
</tr>
<tr>
<td><strong>Community Supportive Services</strong></td>
<td></td>
</tr>
<tr>
<td>Partnership with local law enforcement and/or local first responders to provide quarterly on-site social and interactive activities intended to foster relationships with residents</td>
<td>2</td>
</tr>
<tr>
<td>✓ Notary Services during regular business hours</td>
<td>1</td>
</tr>
<tr>
<td>✓ Twice monthly arts, crafts, and other recreational activities</td>
<td>1</td>
</tr>
<tr>
<td>Specific case management services offered by a qualified Owner or Developer, qualified provider or through external, contracted parties for seniors, Persons with Disabilities or Supportive Housing</td>
<td>3</td>
</tr>
<tr>
<td>Weekly home chore services for Elderly Developments or Developments where the service is provided for Persons with Disabilities</td>
<td>2</td>
</tr>
<tr>
<td>Any of the programs described under Title IV-A of the Social Security Act (42 U.S.C. §§601, et seq.) which enables children to be cared for in their homes or the homes of relatives; ends the dependence of needy families on government benefits by promoting job preparation, work and marriage; prevents and reduces the incidence of unplanned pregnancies; and encourages the formation and maintenance of two-parent families</td>
<td>1</td>
</tr>
<tr>
<td>A part-time resident services coordinator with a dedicated office space at the Development or a contract with a third-party to provide the equivalent of 15 hours or more of weekly resident supportive services at the Development</td>
<td>2</td>
</tr>
<tr>
<td>Provision, by either the Development Owner or a community partner, of an education tuition- or savings-match program or scholarships to residents who may attend college</td>
<td>2</td>
</tr>
</tbody>
</table>

### Total Points -Residential Support Services

17.5
HOUSING TAX CREDIT RESOLUTION APPLICATION

Updated: October, 2018

Case #: LIHTC-______-

CONTACT INFORMATION

<table>
<thead>
<tr>
<th>Applicant's Name</th>
<th>Jake Brown</th>
<th>Property Owner</th>
<th>Jim R. Smith Jr.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company</td>
<td>LDG Development</td>
<td>Company</td>
<td>Two Rivers Interest, LP</td>
</tr>
<tr>
<td>Applicant's Mailing Address</td>
<td>1305 E. 6th St., Ste. 13 Austin, TX 78702</td>
<td>Owner's Mailing Address</td>
<td>1400 Post Oak Blvd. Ste. 900, Houston, TX 77056</td>
</tr>
<tr>
<td>Applicant's Phone #</td>
<td>(817) 845-8026</td>
<td>Owner's Phone #</td>
<td>N/A</td>
</tr>
<tr>
<td>Applicant's Email</td>
<td><a href="mailto:jbrown@ldgdevelopment.com">jbrown@ldgdevelopment.com</a></td>
<td>Owner's Email</td>
<td><a href="mailto:jim@smithcodevelopment.com">jim@smithcodevelopment.com</a></td>
</tr>
</tbody>
</table>

PROPERTY INFORMATION

| Subject Property Address: 2519 Redwood Road, San Marcos, TX 78666 |
| Tax ID #: R85318 |
| Existing Zoning: CD-4 |
| Legal Description: Lot See attached Block See attached Subdivision See attached |
| Existing Use: Vacant Land Proposed Use: Multifamily Apartments |

DESCRIPTION OF REQUEST

Project Name: Redwood

Briefly Describe the Proposal (reason for choosing location, target population, property amenities or services, energy efficient components etc.):

See attached description.

Type of Housing Tax Credit Resolution:

☐ 4% Housing Tax Credit or ☐ 9% Housing Tax Credit

DESCRIPTION OF UNITS

<table>
<thead>
<tr>
<th>UNIT TYPE</th>
<th>MARKET RATE UNITS</th>
<th>AFFORDABLE UNITS</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Units</td>
<td>38</td>
<td>298</td>
<td>336</td>
</tr>
<tr>
<td>Percentage of Total Units</td>
<td>11%</td>
<td>89%</td>
<td>100%</td>
</tr>
</tbody>
</table>

How many units are available to each income bracket listed below (i.e. rent level of tenants)?

<table>
<thead>
<tr>
<th>0 - 30% AMI</th>
<th>31 - 50% AMI</th>
<th>51 - 60% AMI</th>
<th>61 - 80% AMI</th>
<th>Market Rate</th>
<th>Total Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>38</td>
<td>260</td>
<td></td>
<td></td>
<td>38</td>
<td>336</td>
</tr>
</tbody>
</table>

Describe the unit mix:

<table>
<thead>
<tr>
<th>Efficiency</th>
<th>1 Bedroom</th>
<th>2 Bedroom</th>
<th>3 Bedroom</th>
<th>4 Bedroom</th>
<th>Total Units</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>36</td>
<td>144</td>
<td>132</td>
<td>24</td>
<td>336</td>
</tr>
</tbody>
</table>

How Many Accessible Units are Included: 20
Criteria

Applications must meet at least 5 of the 8 criteria below, including criteria #1, in order to receive a staff recommendation for a resolution of support. Please indicate which of the criteria your project is consistent with and explain. Use additional pages if necessary.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ 1. No exemption from local taxes is requested</td>
<td>We understand that there is a policy requirement for the applicant to not request an exemption of local taxes. However, we would like to work with the city of San Marcos to develop a project that includes a mix of income types, various amenities and other “wish list” items the city would like to see in exchange for a tax-exemption. We truly believe we can provide an affordable housing development that can be extremely beneficial to the community, but we will need a tax-exemption to make that happen. At this time, we are just requesting a meeting to discuss the idea.</td>
</tr>
<tr>
<td>x 2. The project addresses a housing need identified in the City’s Housing Policy or the City’s current consolidated plan for HUD programs</td>
<td>See attached exhibit detailing the needs this project will address.</td>
</tr>
<tr>
<td>x 3. The project is located within a high or medium intensity zone on the City’s Preferred Scenario Map</td>
<td>See attached Intensity Zone Map showing the proposed site is located in a Medium Intensity Zone.</td>
</tr>
<tr>
<td>x 4. The project is not proposed to develop under a legacy district on the City’s current zoning map</td>
<td>The property is zoned CD-4.</td>
</tr>
<tr>
<td>x 5. The project is located within half a mile (.5) walking distance from services such as grocery, medical facilities, and schools.</td>
<td>See attached map detailing the services within 0.5 miles walking distance. We also plan to offer a shuttle service as an amenity to residents. This will allow residents without cars to easily access services that are beyond “walking distance” from the apartment community. We are prepared to enter into an agreement with the City of San Marcos to ensure the shuttle service is provided.</td>
</tr>
<tr>
<td>x 6. The project is located within one quarter mile (.25) walking distance of a proposed or existing bus stop on a current or planned transit route.</td>
<td>See attached maps. There is a CARTS transit stop located 1.5 miles from the site. The development will provide shuttle service to CARTS stop. Additionally, we will work with CARTS to potentially add a bus stop within the existing route in front of, or near, the development.</td>
</tr>
<tr>
<td>□ 7. The project is renovating or redeveloping an existing multifamily complex or under-performing development.</td>
<td></td>
</tr>
<tr>
<td>□ 8. The project is mixed income and provides at least 20% market rate units.</td>
<td></td>
</tr>
</tbody>
</table>

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 $750 Technology Fee $12 TOTAL COST $762

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
# Checklist for Housing Tax Credit Resolution 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>We are in the process of scheduling this.</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 Housing Tax Credit Resolution</td>
<td>The application has been completed.</td>
</tr>
<tr>
<td>Subdivision Plat or Metes and Bounds Description</td>
<td>Metes &amp; Bounds description is attached.</td>
</tr>
<tr>
<td>If metes &amp; bounds is provided the following may be required:</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>Property Owner Authorization</td>
<td>The property owner has signed the authorization page.</td>
</tr>
<tr>
<td>Application Filing Fee $750</td>
<td>The total of $762 has been paid.</td>
</tr>
<tr>
<td>Technology Fee $12</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...”**
I, Jim R. Smith Jr. (owner) acknowledge that I am the rightful owner of the property located at 2519 Redwood Road, San Marcos, TX 78666 (address).

I hereby authorize Jake Brown of LDG Development (agent name) to file this application for Housing Tax Credit Resolution (application type), and, if necessary, to work with the Responsible Official / Department on my behalf throughout the process.

Signature of Property Owner: [Signature] Date: 4/17/19
Printed Name: Jim R. Smith Jr. / Two Rivers Interest

Signature of Agent: Jacob P. Brown Date: 4/17/19
Printed Name: Jake Brown
MEMORANDUM OF UNDERSTANDING BETWEEN 
LDG REDWOOD, LP,
HAYS COUNTY WOMEN'S CENTER, INC.
d/b/a HAYS-CALDWELL WOMEN'S CENTER

REDWOOD APARTMENTS

This Memorandum of Understanding (the “MOU”) is made by and among LDG REDWOOD, LP, a Texas limited partnership (the “Partnership”) and HAYS COUNTY WOMEN’S CENTER, INC. d/b/a HAYS-CALDWELL WOMEN’S CENTER, a Texas nonprofit corporation (“HCWC”), and is dated effective as of November 19, 2019.

A. The Partnership has been created for the purpose of developing that certain multifamily apartment complex to be known as Redwood Apartments, containing 296 units and to be located at the 1600 Block of Redwood Road, San Marcos, Hays County, Texas (the “Project”).

B. The Project is located within the area HCWC provides education, violence prevention services and crisis intervention to victims of family violence.

C. The Partnership and HCWC desire to execute this MOU to further clarify and confirm the agreements made by the Partnership and HCWC regarding the Project.

D. The Partnership will reserve 5 units in the Project to HCWC for qualifying tenants at 30% AMI.

E. The agreements set forth herein will be contingent on the Partnership’s completion of the development of the Project Property.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the mutuality, receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Reservation of Units. The Partnership will reserve 5 units in the Project to HCWC for qualifying tenants at 30% AMI. The Partnership will be permitted to lease any of those 5 units to the general public if HCWC is unable to refer qualifying tenants. While no changes to the tenant qualifications are anticipated, if changes do occur, the Partnership will notify HCWC in writing within 10 days and make a reasonable effort to accommodate HCWC based on these changes.

2. Contingencies and Limitations of MOU. Notwithstanding the foregoing, this MOU is subject to the following:

a. In the event any of the agreements and terms herein violate local, state, or federal laws or any other government regulations, the Partnership shall not be obligated to perform or complete said actions in violation of the laws and/or
regulations but shall inform HCWC in writing.

3. **Miscellaneous.**
   
a. This MOU reflects the entire understanding between the Partnership and HCWC and may only be amended in writing, signed by the parties hereto.

   b. The parties hereto are each prohibited from assigning any of its interests, benefits, or responsibilities hereunder to any third party or related third party, without the prior written consent of the other parties, such consent not to be unreasonably withheld.

   c. This MOU shall continue until terminated upon the occurrence of one of the following conditions:

      i. HCWC and the Partnership sign a mutual consent release to terminate this MOU;

      ii. The Partnership is unable to develop the Project; or

4. **Counterparts.** This Assignment may be executed in multiple counterparts, each of which shall constitute an original document and all of which together shall constitute one agreement.

   [signatures on following page]
EXECUTED on the dates hereafter indicated, but to be effective as of the date above shown.

HAYS COUNTY WOMEN'S CENTER, INC.  d/b/a  HAYS-CALDWELL WOMEN'S CENTER, a Texas nonprofit corporation

By: ____________________________
Name: Marla R. Johnson
Title: Executive Director
Date: 12/10/19

LDG REDWOOD, LP, a Texas limited partnership

By: LDG Redwood GP, LLC, a Texas limited liability company, its general partner

By: ____________________________
Name: Jacob P. Brown
Title: Development Manager
Date: 11/19/19
AUGUST 2019

PROGRAM PROPOSAL

PREPARED AND PRESENTED BY
CARINA BOSTON PINALES / PARI SANDAGE
SPLASH COWORKING LLC.
TEAM & ROLES
A COMMUNITY RESOURCE PROGRAM POWERED BY SPLASH COWORKING

CARINA BOSTON PINALES
PROGRAM MANAGER

Program Manager's role is to coordinate with stakeholders and partners in order to carry out the agreed program and goals. This includes being the liaison between all parties involved and the needed staff (defined in next phase of agreement) to carry out the program. The role includes leveraging the existing relationships of surrounding Universities and Public/Private partnerships to coordinate volunteers and internships. The program manager also facilitates program roles and responsibilities as agreed.

PARI SANDAGE
CURRICULUM DIRECTOR

The Curriculum Director will develop the curriculum for each class within the program. They will also work with the existing facilitators to deliver precise and current information relevant to the course. Both roles described work together with the directed management or program coordinator.

Classes can include: financial literacy classes, life skills improvement, professional development, health and wellness workshops.
# BUDGET BREAKDOWN

## PROGRAM

<table>
<thead>
<tr>
<th>RESIDENTIAL SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 ADULT CLASS (FINANCIAL LITERACY) PER MONTH</td>
</tr>
<tr>
<td>1 HOMEWORK ASSISTANCE CLASS PER WEEK ALONG WITH PROGRAM OVERSIGHT</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ESTIMATED BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 25,000.00 PER YEAR</td>
</tr>
</tbody>
</table>

## ADDITIONS

<table>
<thead>
<tr>
<th>ADDITION</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDITIONAL ONCE A MONTH ADULT CLASSES CAN BE INCLUDED</td>
</tr>
<tr>
<td>ADDITIONAL HOMEWORK LEARNING LAB TUTORING HOURS CLASSES CAN BE INCLUDED</td>
</tr>
<tr>
<td>CLASSES CAN BE EXTENDED TO A SECOND LOCATION WITH THE SAME CLASS SCHEDULE AS WELL AS THE SAME PRICE FOR ADD ON CLASSES</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ESTIMATED BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,500 PER YEAR FOR EACH ADDITIONAL</td>
</tr>
<tr>
<td>$2,000 PER YEAR FOR EACH ADDITIONAL DAY PER WEEK</td>
</tr>
<tr>
<td>$15,000 PER YEAR</td>
</tr>
</tbody>
</table>

All marketing for these classes will be done by LDC or their property managers.

Estimate subject to change. This is a general estimate based on information provided as of August 2019

Splash Coworking  splash@splashcoworking.com
A. LDG’S RESPONSIBILITIES

1. LDG agrees to construct 296 units of multifamily affordable housing reserved for individuals making 60% and 30% of the Area Median Income (AMI).

2. LDG agrees to make an annual PILOT payment of $75,000 to the City of San Marcos, which equates to 50% of the City’s estimated total ad valorem tax amount. This PILOT will start in year 1 of the project’s life and continue for the entire life of the project.

3. LDG agrees that the total PILOT payment will escalate by $1,500 annually for the life of the project.

4. LDG also agrees to include the PILOT as a condition of the Trust Indenture required by the bank to ensure the City of San Marcos receives their annual PILOT.

B. SAN MARCOS’ RESPONSIBILITIES

1. San Marcos agrees to support LDG and their pursuit of a 100% ad valorem tax exemption. The 100% ad valorem tax exemption will be obtained through the following structure:

   (i) LDG will assign the land to the Capital Area Housing Finance Corporation (“CAHFC”).

   (ii) LDG will form a limited partnership (the “Partnership”) with a non-profit affiliate of CAHFC, which will own the improvements.

   (iii) The Partnership will then enter into a 99-year ground lease with CAHFC.

   (iv) By CAHFC taking ownership of the land and the Partnership taking ownership of the improvements, both the land and the improvements will be 100% exempt from all ad valorem taxes via a statute defined by Section 11.11 of the Texas Tax Code.

2. San Marcos agrees to issue LDG a “Resolution of No Objection”, which is a requirement set forth by the Texas Department of Housing & Community Affairs (TDHCA) in order for LDG to receive the Tax Credits necessary to fund the Project.

C. PAYMENT IN LIEU OF TAXES (PILOT)

1. The ownership structure contemplated herein is expected to generate a 100% ad valorem tax exemption on all future improvements and a freeze on any current ad valorem taxes due in part from the land for the Project. The City agrees to support LDG in their pursuit of a 100% ad valorem tax exemption. If LDG is successful in their pursuit, LDG agrees to make a Payment In Lieu Of Taxes (a "PILOT") to be paid by the Partnership to the City of San Marcos based on the following calculation:
Estimated Taxable Value: $24,000,000

San Marcos Tax Rate: 0.6139

$24,000,000 / 100 = $240,000

$240,000 X 0.6139 = $147,336

$147,336 rounded up to $150,000

$150,000 X 0.50 = $75,000

Annual PILOT: $75,000

2. The first year of the PILOT is expected to commence in the tax year following the completion of construction and occupancy stabilization of the Project. For example, if construction is completed and achieves occupancy stabilization in 2021, the first PILOT will be made in 2022.
PAYMENT AGREEMENT

(REDDWOOD APARTMENTS)

This Payment Agreement (the “Agreement”) dated as of February __, 2020 is entered into by and between the City of San Marcos, Texas (“City”), and LDG Redwood, LP, a to be formed Texas limited partnership (the “Partnership”), upon terms and conditions set forth herein.

RECITALS

WHEREAS, the Partnership intends to construct, equip and manage an affordable multifamily apartment facility in San Marcos, Hays County, Texas, to be known as Redwood Apartments and to be constructed on the property described on Exhibit A attached hereto (the “Facility” or the “Property”); and

WHEREAS, Capital Area Housing Finance Corporation (CAHFC), owner of the Property (“Landlord”), and the Partnership (“Tenant”) intend to enter into a 99-year lease to be evidenced by a Memorandum of Ground Lease for the purposes of recording notice of the lease to protect the rights and interests of Landlord and Tenant as to third parties; and

WHEREAS, the Facility will be exempt from ad valorem taxation pursuant to Section 11.11 of the Texas Tax Code (the “Exemption”); and

WHEREAS, the City has a public purpose for entering into this Agreement and held a meeting on February 4th, 2020, whereby the City decided that it is in the interest of the City and the public to enter into this Agreement to facilitate the development of affordable housing within the City;

WHEREAS, the Partnership desires to make annual payments to the City (each a “Payment”) to preserve tax revenue to the City that is lost through the Exemption; and

WHEREAS, City finds that this Agreement serves the public purpose of promoting economic growth.

NOW, THEREFORE, in consideration of the foregoing and other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Partnership agrees to pay the City of San Marcos a Payment equal to $75,000, which is equal to fifty percent (50%) of the estimated total ad valorem taxes. Such Payments shall be paid based on the following calculation:

   Estimated Taxable Value: $24,000,000
   San Marcos Tax Rate: 0.6139
   $24,000,000 / 100 = $240,000
   $240,000 X 0.6139 = $147,336
   $147,336 rounded up to $150,000
   $150,000 X 0.50 = $75,000

   Annual Payment: $75,000

Subject to the terms and conditions hereof, the Partnership agrees to continue to make the Payment based upon a continuation of a $1,500 annual increase for each subsequent year the Partnership owns the Facility and the Property receives an exemption from ad valorem taxes. If at any time the Property no longer receives an exemption from ad valorem taxes, this Agreement shall automatically terminate, and be of no further force and effect. The Payment will abide by the following payment schedule:
2. Payments are due from the Partnership to the City on or before January 31 for the previous tax year. The first Payment is due from the Partnership to the City on or before January 31 of the calendar year following the year of construction completion and occupancy stabilization. If the Partnership fails to pay the Payment to the City within such time, and such failure continues for ten days after written notice of such default to the Partnership by the City, the City shall have the right to exercise any and all legal remedies available to it to obtain such payment. The Partnership agrees to pay the statutory amounts for penalties, interest, attorney’s fees, and costs of collection applicable to suits to recover delinquent ad valorem taxes under Texas Tax Code Chapter 33 for failure to remit timely Payments to the City as a contractual obligation even though the Property will be exempt from local ad valorem taxation.

3. All payments shall be made payable to City of San Marcos and shall be sent to the Director of Finance, City of San Marcos, 630 E. Hopkins St., San Marcos, Texas 78666.

4. To the extent permitted by law, a holding by any court that any part or any provision in this Agreement is invalid, illegal or unenforceable in any respect shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of the Agreement.

5. This Agreement may not be amended except in a writing specifically referring to this Agreement and signed by the parties hereto. Any right created under this Agreement may not be waived, except in a writing specifically referring to this Agreement and signed by the party waiving the right. Provided, however, termination of this Agreement shall not relieve the Partnership, or its successors, from any payments due City prior to such termination.

6. If for any reason the Partnership should fail to make the Payment in accordance with Paragraph 2, the parties agree that (i) the tax that would have been paid by the Partnership pursuant to Paragraph 2 plus (ii) the amount of any interest calculated in accordance with paragraph 2; plus (iii) the City’s reasonable attorney’s fees and costs of collection should any action be required in order to compel payment of all such amounts shall serve as liquidated damages from the Partnership to the City. Nothing in
this Agreement shall be construed as creating a lien against the Property, nor shall the City be entitled to place on a lien on the Property for any unpaid portion of the Payment or any related expenses and payables.

7. Any notice provided or permitted to be given pursuant to this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid, certified mail, with return receipt requested, by fax (with confirmation of receipt), by personal delivery service or nationally recognized air courier service. For purposes of notice, the addresses of the parties shall be as set forth below:

   Director of Finance  
   City of San Marcos  
   630 E. Hopkins St.  
   San Marcos, Texas 78666

   LDG Redwood, LP  
   c/o Capital Area Housing Finance Corporation  
   4101 Parkstone Heights Dr., Suite 280  
   Austin, TX 78746  
   Attn: Jim Shaw

8. This Agreement shall be governed by the laws of the State of Texas. Venue for any action concerning this Agreement shall be in the District Courts of Hays County, Texas.

9. The Partnership may not assign, transfer or otherwise convey any of its rights or obligations under this Agreement to any other person or entity without the prior consent of City, which consent shall not be unreasonably withheld, conditioned on (i) the prior approval of the assignee or successor and a finding by City that the proposed assignee or successor is financially capable of meeting the terms and conditions of this Agreement and (ii) prior execution by the proposed assignee or successor of a written agreement with City under which the proposed assignee or successor agrees to assume and be bound by all covenants and obligations of the Partnership under this Agreement. Any attempted assignment without City’s prior consent shall constitute grounds for termination of this Agreement and following ten (10) calendar days of receipt of written notice from City to the Partnership.

10. This Agreement constitutes the entire understanding between the parties and supersedes any prior negotiations, discussions, agreements, and understandings between the parties with respect to the subject matter of this Agreement.

11. This Agreement shall continue for a term concurrent with the Exemption of the Property. Notwithstanding anything herein to the contrary, at such time as the Property no longer receives an exemption from ad valorem taxes, this Agreement shall automatically terminate, and be of no further force and effect.

12. This Agreement may be simultaneously executed in multiple counterparts, which, taken together, shall be considered as original, and all of which constitute one and the same instrument.
Executed to be effective as of the date set forth above.

CITY OF SAN MARCOS

By: ________________________   By: ________________________
City Manager                  Name: ________________________

LDG REDWOOD, LP
(a to-be-formed Texas limited partnership)

By: LDG Redwood GP, LLC,
a Texas limited liability company, its general partner

By: ________________________
Name: ________________________
Title: ________________________

Attest:

__________________________________________
City Clerk
EXHIBIT A

METES & BOUNDS DESCRIPTION

BEING 15.51 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE BARNETT 0. KANE SURVEY, ABSTRACT NO. 281 IN HAYS COUNTY, TEXAS AND BEING ALL OF A CALLED 15.512 ACRE TRACT OF LAND DESCRIBED IN A DEED TO SMITHCO REDWOOD, LLC, AS RECORDED IN DOCUMENT NO. 19023898, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with cap stamped "CA INC RPLS 2988" found, for the West corner of said 15.512 acre tract, the South corner of Lot 1, Block "A", LOT 1, BLOCK A, LA VISTA FOUNDATION SUBDIVISION, recorded in Book 8, Page 277 of the Plat Records of Hays County, Texas (P.R.H.C.T.) and the N01lh corner of a called 0.37 of one acre tract of land described in a deed to the County of Hays, recorded in Volume 2759, Page 212 of the Deed Records of Hays County, Texas (D.R.H.C.T.), also being in the existing Easterly right-of-way line of Redwood Road (R.O.W. Varies - CR 232);

THENCE, North 44°12'04" East along the common line of said 15.512 acre tract and said Lot 1, a distance of 606.38 feet to a 1/2-inch rebar with cap stamped "DAM 5348 PROP COR" found, for the North comer of said 15.512 acre tract, in the common line of said Lot 1 and of the remainder of a called 156.35 acre tract of land listed as tract number 5 (156.35 Acres described in Exhibit G, Save & Except 50.000 Acres described in Exhibit H) to Two Rivers Interests, LP, recorded in Volume 4514, Page 305 of said O.P.R.H.C.T., from which a 1/2-inch rebar with cap stamped "DAM 5348 PROP COR" found, for the East comer of said Lot 1, bears North 44°12'04" East a distance of 1583.29 feet;

THENCE, South 41°40'55" East along the N01iheast line of said 15.512 acre tract, a distance of 1,198.87 feet to a 1/2-inch rebar with cap stamped "DAM 5348 PROP COR" found for the East comer of said 15.512 acre tract;

THENCE, South 60°38'19" West along the Southeast line of said 15.512 acre tract, a distance of 626.69 feet to a 1/2-inch rebar with cap stamped "DAM 5348 PROP COR" found, for the South corner of said 15.512 acre tract, in the Southwest line of the remainder of said 156.35 acre tract and the Northeast line of said 0.37 of one acre tract, also being in said existing Easterly right-of-way line of Redwood Road, from which a 1/2-inch rebar with cap stamped "EAGLE SURVEYING" found, for the South corner of the remainder of said 156.35 acre tract, the West corner of a called 85.865 tract of land described as Tract 2 to Three Rivers Development, LLC in Document No. 18042251, of said O.P.R.H.C.T. and the East corner of said 0.37 of one acre tract, also being the said existing Easterly right-of-way line of Redwood Road, bears South 41°15'52" East a distance of 49 .40 feet;
THENCE, North 41°15'52" West along the common line of said 15.512 acre tract, said 0.37 of one acre tract, and said existing Easterly right-of-way line of Redwood Road, a distance of 1,021.64 feet to the POINT OF BEGINNING and containing 15.51 acres of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, No1ih American Datum of 1983 (NAD83 - 2011 Adjustment), South Central Zone (4204). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00009759.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on October 24, 2019.
EXHIBIT A

METES & BOUNDS DESCRIPTION

BEING 15.51 ACRES OF LAND, SURVEYED BY LDNEDESIGN SERVICES, INC., SITUATED IN THE BARNETT 0. KANE SURVEY, ABSTRACT NO. 281 IN HAYS COUNTY, TEXAS AND BEING ALL OF A CALLED 15.512 ACRE TRACT OF LAND DESCRIBED IN A DEED TO SMITHCO REDWOOD, LLC, AS RECORDED IN DOCUMENT NO. 1902398, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 - 2011 Adjustment), South Central Zone (4204). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00009759.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on October 24, 2019.
## REDWOOD - SAN MARCOS, TX

### PILOT BREAKDOWN

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What is a PILOT?
It is a “Payment In Lieu Of Taxes”.

What is the difference between a PILOT and actual property taxes?
The main difference is a PILOT is essentially a donation made to the city. Since it is a donation, the PILOT is not subject to the same restrictions as tax revenue. Most importantly, it does not count against the newly imposed 3.5% cap.

Who is responsible for making this PILOT?
The Partnership between LDG and CAHFC.

Where does the PILOT come from?
The PILOT will be budgeted an operating expense for the development and will be paid directly out of the development’s annual revenue.

Where is the PILOT paid?
It is paid directly to the City of San Marcos.

When is the PILOT paid?
PILOT Payments will be paid to the City of San Marcos on or before January 31st for the previous tax year.

Why is LDG proposing this?
I listened to each councilmember’s comments at the most recent city council meeting and I became aware of how important and necessary tax revenue is for the City of San Marcos. Additionally, I understand the potential strain a new multifamily project could place on services (police, fire, etc), especially if that project is not paying property taxes. That being said, I made the decision to come up with a solution to defer a portion of the revenue generated by the development back to the City of San Marcos in the form of a PILOT.

Why does LDG need an ad valorem tax exemption?
In addition to the proposed social services and amenities, we want to include 30% AMI units in this project because there is significant demand for them in San Marcos. The issue is, 30% AMI units have much lower rents compared to 60% AMI units. Low rents result in lower project revenue overall, so that loss of revenue has to be made up by lowering the property’s operating expenses. The only expense that can realistically be lowered is property taxes.

Why were other developers able to pay property taxes on their sites?
Developers (including LDG) have been able to pay full property taxes on their projects in San Marcos. The difference between those projects and the one I am proposing is none of those previous projects had 30% AMI units, they were all 60% AMI and/or Market Rate. Since 60% AMI and Market Rate units command higher rents, those projects generated a higher amount of revenue and were able to cover the full cost of the property taxes. 30% AMI units command much lower rents, so our proposed Redwood project generates a much lower amount of revenue, meaning we are not able to cover the full cost of the property taxes.

For example, LDG’s Riverstone project, which has only 60% AMI units, is projected to generate approximately $4,800,000 of gross income in year 1. Conversely, LDG’s Redwood project, which has a mixture of 60% AMI and 30% AMI units, is only projected to generate approximately $3,800,000 of gross income in year 1. That $1,000,000 difference in gross income on Redwood is what takes away our
ability to pay the full property tax amount. A high amount of gross income gives us the ability to pay property taxes. A low amount of gross income does not.

**Why is this beneficial to the City of San Marcos?**
This PILOT allows the City of San Marcos to recoup a portion of their tax revenue that would have otherwise been completely eliminated. Additionally, the PILOT would essentially be an annual donation to the city, meaning it wouldn’t be subject to the same restrictions associated with tax revenue. Most importantly, the City of San Marcos would still be able to “cash in” on the development through the PILOT, but that money would NOT count against the new 3.5% cap. This makes the money from the PILOT even more valuable.

**How much money is the City of San Marcos going to receive from the PILOT?**
The City of San Marcos will receive a PILOT of $75,000 in year 1. This PILOT will escalate by $1,500 annually. The City of San Marcos will receive a total of $1,785,000 over a 20-year period. Below is a detailed breakdown:

<table>
<thead>
<tr>
<th>Year</th>
<th>Cumulative PILOT</th>
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<tbody>
<tr>
<td>Year 1</td>
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<td>Year 5</td>
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<td>Year 10</td>
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<td>Year 15</td>
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<td>Year 20</td>
<td>$1,785,000</td>
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</table>

**How did you come up with $75,000 as the PILOT?**
The PILOT is projected to be the equivalent of 50% of the city’s total estimated tax amount and is based on the following calculation:

- **Estimated Taxable Value:** $24,000,000
- **San Marcos Tax Rate:** 0.6139
- $24,000,000 / 100 = $240,000
- $240,000 X 0.6139 = $147,336
- $147,336 rounded up to $150,000
- $150,000 X 0.50 = $75,000

**Annual PILOT:** $75,000

**How does the City of San Marcos receive the PILOT?**
We will include instructions in Trust Indenture, which is a contract between the bond issuer and the bond holder, to disperse the PILOT annually to the City of San Marcos. Every year on or before January 31st, the Bond Trustee will ensure the PILOT is dispersed directly to the City of San Marcos.

**How can the City of San Marcos ensure PILOT is paid annually?**
There are two (2) things that can be done to ensure annual payment of the PILOT occurs:

1. **Execute a PILOT Agreement** We have a draft PILOT Agreement we can provide, which notes the terms and expectations of the PILOT.
2. **Include the PILOT in the Trust Indenture** This is part of the bond/loan documents, so the Bond Trustee, will ensure this payment is made.

**Has LDG done this before?**
We are currently working on two projects in Dallas County with a very similar structure. We have also done this on projects in Tennessee and Louisiana. Additionally, CAHFC has a long history of utilizing PILOT program and they are very well versed in incorporating this structure. CAHFC currently has two projects in San Marcos that utilize this PILOT structure, Encino Pointe and Sienna Pointe.
MEMORANDUM
REDWOOD APARTMENTS

DATE: January 23, 2020

TO: San Marcos City Council

FROM: LDG Development c/o Jake Brown

RE: Redwood – 40% & 50% AMI Units

At the Workforce Housing Committee meeting on January 13, 2020, a question was raised about the possibility of reducing or eliminating the proposed $75,000 Payment In Lieu Of Taxes (PILOT) in order to add units restricted to 40% and 50% of the Area Median Income (AMI). I wanted to ensure both the Committee and City Council were aware that I thoroughly reviewed our financial projections and I have determined that we could potentially add 12 units at 40% AMI and 12 units at 50% AMI. Unfortunately, doing so would require us to eliminate 24 units at 60% AMI and also completely eliminate the $75,000 PILOT.

I plan to proceed with the project as it is currently proposed in your packet. I am more than happy to answer any questions you may have related to my analysis and determination.

Sincerely,

Jacob P. Brown
Development Manager
LDG Development
LIHTC-19-02 Staff Memo-Second Reading of Ordinance

To: Shannon Mattingly – Planning and Development Services Director
From: Planning & Development Services – Shavon Caldwell, Planner
Date: January 28, 2020
Re: LIHTC-19-02-Council Committee Request for Addition of 40% and 50% AMI Units

Summary and Background
At the January 13th, 2020 meeting of the City Council Committee on Workforce Housing the Committee discussed the applicant’s addition of a PILOT proposal and requested that the applicant also review the possibility of adding units restricted to those making 40% or less and 50% or less of Area Median Income. The applicant responded that 12 units restricted to 40% AMI and 12 units restricted to 50% AMI could be added to the proposed unit mix but doing so would eliminate 24 units restricted to 60% AMI and would also eliminate the possibility of a payment in lieu of taxes.

This memorandum is intended to provide Council members with a summary of the rental savings between the two options. These savings can be compared to the proposed PILOT to estimate the cost benefit of each option. Please see the tables below for a comparison of the unit mix as proposed by the applicant and the unit mix with the addition of the requested 40% AMI and 50% AMI units.

Redwood Unit Mix as Proposed by Applicant

<table>
<thead>
<tr>
<th>Bedrooms</th>
<th>Bathrooms</th>
<th>% AMI</th>
<th># of Units</th>
<th>SQFT</th>
<th>Max Rent</th>
<th>Total Annual Rent</th>
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</thead>
<tbody>
<tr>
<td>1-BR</td>
<td>1-BA</td>
<td>60</td>
<td>20</td>
<td>815</td>
<td>967</td>
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<td>532</td>
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<td>1204</td>
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<td>$1,673,568</td>
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<tr>
<td>3-BR</td>
<td>2-BA</td>
<td>30</td>
<td>12</td>
<td>1204</td>
<td>738</td>
<td>$106,272</td>
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<tr>
<td>4-BR</td>
<td>2-BA</td>
<td>60</td>
<td>22</td>
<td>1534</td>
<td>1497</td>
<td>$395,208</td>
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<tr>
<td>4-BR</td>
<td>2-BA</td>
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<td>823</td>
<td>$19,752</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>296</td>
<td></td>
<td></td>
<td>$4,216,272</td>
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</table>
Redwood Unit Mix with Requested 40% AMI and 50% AMI Units

<table>
<thead>
<tr>
<th>Bedrooms</th>
<th>Bathrooms</th>
<th>% AMI</th>
<th># of Units</th>
<th>SQFT</th>
<th>Max Rent</th>
<th>Total Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-BR</td>
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<td>60</td>
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<td>815</td>
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<td>232,080</td>
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<tr>
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<td>1-BA</td>
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<td>738</td>
<td>106,272</td>
</tr>
<tr>
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<td>22</td>
<td>1534</td>
<td>1497</td>
<td>395,208</td>
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<tr>
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<td>2</td>
<td>1534</td>
<td>823</td>
<td>19,752</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>296</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$4,153,416</strong></td>
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</table>

Annual Rental Savings for Residents with Addition of 40% and 50% AMI Unit $62,856
AGENDA

1. Review history of LIHTC policy and projects

   Discussion: staff provided a summary of the evolution of the San Marcos LIHTC policy and provided an overview of approved and upcoming LIHTC projects.

2. Review committee proposed policy amendments

   Criteria 1e
   Discussion: The Committee discussed amending criteria #1e to ensure that if a project is requesting a tax exemption, revenues from such project remain in the City of San Marcos.
   Action: Staff presented the amendment. The Commission recommended that “with housing” be added to the amendment. The Commission recommended approval of the amendment as follows:

   When considering a recommendation of support, projects must show proof that revenues will remain in San Marcos and will be utilized to support local residents with housing preference should be given to projects that utilize a local entity for such tax exemptions.

   Staff will prepare the amendment to the policy for an upcoming Council meeting for consideration.

   Criteria 8d
   Discussion: The Committee discussed amending criteria #8d to ensure projects (whether tax exempt or not tax exempt) utilize local support services.
   Action: Staff presented the amendment. The Commission recommended approval of the amendment as follows:

   The project shall submit surety documentation to the City that the proposed support services will be included in the completed project. Projects will be required to submit...
documentation such as a Memorandum of Understanding (MOU) or any other legal
documentation indicating the partnership between the project and the support service.
Such documentation shall be required prior to the issuance of a Certificate of Occupancy
for the project. Submit to the City the Project’s TDHCA Application for Low Income
Housing Tax Credits and includes the list of amenities in the Project’s Land Use
Restriction Agreement (LURA).

Staff will prepare the amendment to the policy for an upcoming Council meeting for
consideration.

**Overall Policy**

**Discussion:** The Committee discussed ways to make the policy easier to understand.

**Action:** Staff will work on a potential flow-chart in order to create a more clear
process.

3. **LIHTC-19-02 (Redwood)**

**Discussion:** The Committee discussed the addition of a PILOT proposal and
requested that the applicant review the possibility of adding units restricted to 40% and 50% AMI.

**Action:** Staff presented the application and informed the Committee that no changes
had been made to the application except the addition of a proposal for payment in
lieu of taxes (PILOT). The Committee recommended approval of the Resolution with
the PILOT proposal or with the addition of units restricted to 40% and 50% AMI.

4. **LIHTC-19-03 (The Lantana on Bastrop)**

**Discussion:** The Committee discussed the addition of units restricted to 60% AMI, the
possibility of restricting all units to 60% AMI or less, the process for restricting units
to 60% AMI not identified as such in the Land Use Restriction Agreement, and the
possibility of the applicant providing payment in lieu of taxes (PILOT).

**Action:** Staff presented the application and informed the Committee that the applicant
had reduced the number of units restricted to 70% AMI or less and added 71 units
restricted to 60% AMI or less. The applicant responded that all units could be
restricted to 60% or less but that the units restricted to 40% and 50% AMI would be
eliminated. The applicant stated that surety for the 60% AMI restricted units would
be executed through a separate agreement with the City of San Marcos. Staff stated
that a request for a PILOT would be made. The Committee recommended approval of
the Resolution for the project as submitted.
AGENDA CAPTION:
Consider approval of Resolution 2020-29R, making an appointment to fill a vacancy of Board Position 8, on the Board of Directors of the Alliance Regional Water Authority (ARWA), and declaring an effective date.

Meeting date: February 4, 2020

Department: City Clerk’s Office

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: In October of 2006, the City Council appointed five people to the Agency Board as it existed at that time. The Council has continued to make appointments as terms have expired or vacancies were created.

City Council Strategic Initiative: [Please select from the dropdown menu below]
Community Partners
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)]
Vision San Marcos - A River Runs Through Us

Background Information:
Alliance Water (formerly the Hays Caldwell Public Utility Agency) is a Regional Water Authority that was formed in January 2007 for the purpose of resolving the long-term water needs for its Participants. Alliance Water is comprised of the cities of Kyle, San Marcos and Buda, along with the Canyon Regional Water Authority which represents County Line Special Utility District (SUD), Crystal Clear SUD, Martindale WSC, and Green Valley SUD.

Directors serve staggered three year terms.

Meetings are held on the 4th Wednesday of each month at 3:00pm. The location alternates between San Marcos, Kyle and Buda.

Currently representing San Marcos are:

<table>
<thead>
<tr>
<th>Board Position</th>
<th>Person Appointed (term expiration date)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Mark Rockeymoore - March 1, 2022</td>
</tr>
<tr>
<td>6</td>
<td>Jane Hughson, Mayor - April 30, 2020</td>
</tr>
<tr>
<td>7</td>
<td>Jon Clack, Assistant Director of Public Services, W/WW Division - April 30, 2022</td>
</tr>
<tr>
<td>8</td>
<td>Vacant - April 30, 2022 (previously held by Steve Parker)</td>
</tr>
<tr>
<td>9</td>
<td>Tom Taggart, Executive Director of Public Services - April 30, 2021</td>
</tr>
</tbody>
</table>

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

Alternatives:
Click or tap here to enter text.

Recommendation: Appoint a member to fill a vacancy left by Steve Parker, staff recommends Heather Hurlbert
RESOLUTION NO. 2020- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, MAKING AN APPOINTMENT TO FILL A VACANCY OF BOARD POSITION 8, ON THE BOARD OF DIRECTORS OF THE ALLIANCE REGIONAL WATER AUTHORITY (ARWA); AND DECLARING AN EFFECTIVE DATE.

RECITALS:

1. The governing bodies of the City of San Marcos, the City of Buda, the City of Kyle and the Canyon Regional Water Authority have adopted resolutions (the “Concurrent Resolutions”) approving the creation of the Alliance Regional Water Authority (the “Authority”) (formally known as the Hays Caldwell Public Utility Agency) in 2007 under the Texas Local Government Code Chapter 422, as amended (the “PUA Act”). During the 2017 Legislative Session, Senate Bill 1198 and House Bill 2540 were passed authorizing the name change from Hays Caldwell Public Utility Agency to Alliance Regional Water Authority.

2. The Concurrent Resolutions provide for the Authority to be governed by a Board of Directors (the “Authority Board”) to which the City is entitled to appoint five members.

3. The term for board position 8 is currently vacant. The officials and employees named below in Part 1 of this resolution are the City’s appointments to the Authority Board. All positions below are shown with updated term expirations.

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

Part 1. The City Council hereby appoints and confirms the appointment of the following persons to serve as the City’s representatives on the Board of Directors of the Alliance Regional Water Authority:

<table>
<thead>
<tr>
<th>Board Position</th>
<th>Person Appointed</th>
<th>Term Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Mark Rockeymoore</td>
<td>April 30, 2022</td>
</tr>
<tr>
<td>6</td>
<td>Jane Hughson</td>
<td>April 30, 2020</td>
</tr>
<tr>
<td>7</td>
<td>Jon Clack</td>
<td>April 30, 2022</td>
</tr>
<tr>
<td>8</td>
<td>Vacant</td>
<td>April 30, 2022</td>
</tr>
<tr>
<td>9</td>
<td>Tom Taggart</td>
<td>April 30, 2021</td>
</tr>
</tbody>
</table>

Part 2. This resolution shall be in full force and effect from and after its passage.

ADOPTED on this 4th day of February 2020.
Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk
AGENDA CAPTION:
Discuss and consider the appointment of a Council Committee on Homelessness, and provide direction to Staff.

Meeting date: February 4, 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]
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:
During the Council Visioning Session held on January 10th and 11th Council suggested bringing forward an item to form a council committee on homelessness.

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

Alternatives:
Click or tap here to enter text.

Recommendation:
AGENDA CAPTION:
Discuss and consider annual appointments to various Boards and Commissions, to wit:

A) Airport Advisory Board
B) Animal Shelter Advisory Committee
C) Arts Commission
D) Cemetery Commission
E) Citizen Utility Advisory Board (CUAB)
F) Comprehensive Plan Oversight Committee
G) Convention and Visitors Bureau Board
H) Economic Development San Marcos Board
I) Ethics Review Commission
J) Historic Preservation Commission
K) Housing Authority
L) Human Services Advisory Board
M) Library Board
N) Main Street Advisory Board
O) Neighborhood Commission
P) Parks and Recreation Board
Q) Planning and Zoning Commission
R) San Marcos Commission on Children and Youth
S) San Marcos Youth Commission
T) Senior Citizen Advisory Board
U) Veteran Affairs Advisory Board
V) Zoning Board of Adjustment

Meeting date: February 4, 2020

Department: City Clerk’s Office

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: Annual Appointments were last made on February 5, 2019

City Council Strategic Initiative: [Please select from the dropdown menu below]
Choose an item.
Choose an item.

Choose an item.

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

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

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

Choose an item.

**Background Information:**

Annual Board/Commission appointments are being made in accordance with City Code Sec. 2.072. - Appointments.

(a) Appointments to all city boards and commissions whose membership is wholly appointed by the city council shall be in February of each year with terms to commence March 1 unless otherwise provided in the ordinance, resolution or other law governing a board or commission.

All applications filed by January 24, 2020 have been provided to the Council for review.

**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.
<table>
<thead>
<tr>
<th>Expiring Terms</th>
<th>Eligible</th>
<th>Current Applications on File</th>
<th>Applicable Preferences</th>
<th>Willing to serve?</th>
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</thead>
<tbody>
<tr>
<td>Airports Advisory Board (New)</td>
<td>Applicant(s)</td>
<td>Applicant(s)</td>
<td>Applicant(s)</td>
<td>Applicant(s)</td>
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<tr>
<td>Airport Advisory Board (New)</td>
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<tr>
<td>Tim McEachin</td>
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*End of list of selected applicants.*

**Animal Shelter Advisory Board (New)**

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<td>Animal Shelter Advisory Board (New)</td>
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**Arts Commission (New)**

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<th>Arts Commission (New)</th>
<th>Arts Commission (New)</th>
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</tr>
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*End of list of selected applicants.*
### Board and Commission Appointments 2019

**Expiring Terms**

<table>
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<tr>
<th>Expired</th>
<th>Eligible</th>
<th>Current Applications on File</th>
<th>Members are eligible to serve on this board and are a divergent point of view. The majority of members shall be appointed by the Mayor, subject to City Commission confirmation.</th>
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</thead>
<tbody>
<tr>
<td><strong>Cemetery Commission (Renew 5)</strong></td>
<td><strong>Cemetery Commission (Renew 5)</strong></td>
<td><strong>Applicants Preference, as of May 21, 2019</strong></td>
<td><strong>At-large (2) - Appointees must meet all requirements by May 31, 2019.</strong></td>
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<tr>
<td>Robert Cohler</td>
<td>resident</td>
<td>NO</td>
<td>Robert Cohler (1st)</td>
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<tr>
<td>Kathleen Hipps</td>
<td>resident</td>
<td>NO</td>
<td>Kathleen Hipps (only)</td>
</tr>
<tr>
<td>Robert Myers</td>
<td>resident</td>
<td>NO</td>
<td>Robert Myers (only)</td>
</tr>
<tr>
<td>Robert Myers</td>
<td>resident</td>
<td>NO</td>
<td>Robert Myers (only)</td>
</tr>
<tr>
<td>Jennifer Eiler</td>
<td>resident</td>
<td>NO</td>
<td>Jennifer Eiler (only)</td>
</tr>
<tr>
<td>Jennifer Eiler</td>
<td>resident</td>
<td>NO</td>
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</tr>
<tr>
<td>Yvonne Adams</td>
<td>resident</td>
<td>NO</td>
<td>Yvonne Adams (only)</td>
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</table>

**Citizen Utility Advisory Board (Renew 3)**

<table>
<thead>
<tr>
<th>Citizen Utility Advisory Board (Renew 3)</th>
<th></th>
<th></th>
<th><strong>Appointees must meet all requirements by May 31, 2019.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Herman Garcia, Citizen Utility Advisory Board (Renew 3)</td>
<td></td>
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<td>Herman Garcia, Citizen Utility Advisory Board (Renew 3)</td>
</tr>
<tr>
<td>John Green, Finance and Accounting</td>
<td></td>
<td></td>
<td>John Green, Finance and Accounting</td>
</tr>
<tr>
<td>Mary Lattimore</td>
<td></td>
<td></td>
<td>Mary Lattimore</td>
</tr>
</tbody>
</table>

**Comprehensive Plan Oversight Committee (Renew 5)**

<table>
<thead>
<tr>
<th>Comprehensive Plan Oversight Committee (Renew 5)</th>
<th></th>
<th></th>
<th><strong>Appointees must meet all requirements by May 31, 2019.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>John Garber</td>
<td></td>
<td></td>
<td>John Garber</td>
</tr>
<tr>
<td>Bailey Robertson</td>
<td></td>
<td></td>
<td>Bailey Robertson (only)</td>
</tr>
<tr>
<td>Tom Shaw</td>
<td></td>
<td></td>
<td>Tom Shaw (only)</td>
</tr>
<tr>
<td>Joe Cox</td>
<td></td>
<td></td>
<td>Joe Cox (only)</td>
</tr>
<tr>
<td>John Freiberg</td>
<td></td>
<td></td>
<td>John Freiberg (only)</td>
</tr>
<tr>
<td>Robin Mart</td>
<td></td>
<td></td>
<td>Robin Mart (only)</td>
</tr>
<tr>
<td>Jason Mock</td>
<td></td>
<td></td>
<td>Jason Mock (only)</td>
</tr>
</tbody>
</table>

**At-large**

-2 members with experience as an engineer or experience in Public Utility Systems and two members with Finance/Accounting background.

<table>
<thead>
<tr>
<th>At-large</th>
<th></th>
<th></th>
<th><strong>Appointees must meet all requirements by May 31, 2019.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Frank Morgan</td>
<td></td>
<td></td>
<td>Frank Morgan (only)</td>
</tr>
<tr>
<td>Susan Smith</td>
<td></td>
<td></td>
<td>Susan Smith (only)</td>
</tr>
<tr>
<td>William Jones</td>
<td></td>
<td></td>
<td>William Jones (only)</td>
</tr>
<tr>
<td>Kevin McCarthy</td>
<td></td>
<td></td>
<td>Kevin McCarthy (only)</td>
</tr>
</tbody>
</table>

Members are eligible to serve on this board and are a divergent point of view. The majority of members shall be appointed by the Mayor, subject to City Commission confirmation.
<table>
<thead>
<tr>
<th>Expiring Terms</th>
<th>Eligible</th>
<th>Current Applications on File</th>
<th>Appraisal Preferences as of Jul 23, 3rd</th>
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</thead>
<tbody>
<tr>
<td></td>
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**Construction Board of Appeals**

were brought back at a later meeting.

**Convention & Visitors Bureau Board (Weslaco)**

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Joe Alvarado</td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Jennifer Brown</td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Image Womack</td>
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<tr>
<td>Joseph Alvarado</td>
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</tr>
<tr>
<td>Kevin Smith</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Michael Brown</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Theresa Smith</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Tonya Miller</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>William Smith</td>
<td></td>
<td></td>
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<td></td>
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</tbody>
</table>

**Neighborhood hoop**

- Neighbors, Ex Officio Members
<table>
<thead>
<tr>
<th>Expiring Terms</th>
<th>Eligible</th>
<th>Current Applications on File</th>
<th>Remaining Terms eligibles or appointees needed at this time</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Library Board (Term 1)
- Kathryn Body (resigned)
- Kathryn Body (resigned)
- Jonathan Hagg (resigned)
- Jonathan Hagg (resigned)
- Jody Whelan, Resident
- Jamie Burke, Resident
- Matthew Hume, Resident

### Library Board (Term 2)
- Jon Rage (LD)
- R A "Kym" Turner (14)
- Laura Dobbs (24)
- Trent Lovely (20)
- Zachary Reed (3)

5 members must be residents of the City

### Main Street Advisory Board (Term 3)
- Carol Herron
- Fred Hicks
- Fred Arbetter
- James Case
- Sarah Simpson
- Matt Jarry

5 members can be non-residents

### Main Street Advisory Board (Term 2)
- Mani1111
- Mani1111
- Mani1111
- Mani1111
- Mani1111
- Mani1111

5 members must be Council Members

Page 8 of 10
<table>
<thead>
<tr>
<th>Expiring Terms</th>
<th>Eligible</th>
<th>Current Applications on File</th>
</tr>
</thead>
<tbody>
<tr>
<td>Neighborhood Commission (Need 6)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roland Sauceda</td>
<td>Sect. Y</td>
<td>Councilwoman (empty)</td>
</tr>
<tr>
<td>Susan Villoldo</td>
<td>Sect. Y</td>
<td>Johnny Garcia (3rd)</td>
</tr>
<tr>
<td>Christi Marquez</td>
<td>Sect. Y</td>
<td>Bill Burns (3rd)</td>
</tr>
<tr>
<td>Current Reps</td>
<td>Sect.</td>
<td>Main St. comp. Plan</td>
</tr>
<tr>
<td>Vincent - AOG Rep</td>
<td>Sect.</td>
<td>Main St. comp. Plan</td>
</tr>
<tr>
<td>Joe Cantu</td>
<td>Sect.</td>
<td>Main St. comp. Plan</td>
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<tr>
<td>Joseph Clark</td>
<td>Sect. 2</td>
<td>Main St. comp. Plan</td>
</tr>
<tr>
<td>Margaret Clark</td>
<td>Sect. 2</td>
<td>Main St. comp. Plan</td>
</tr>
<tr>
<td>Gina Bucio, Sec. 7</td>
<td>Sect. 2</td>
<td>Main St. comp. Plan</td>
</tr>
<tr>
<td>Cindy Bravata, Sect. 5</td>
<td>Sect. 2</td>
<td>Main St. comp. Plan</td>
</tr>
<tr>
<td>Cathy Byers, Sect. 7</td>
<td>Sect. 2</td>
<td>Main St. comp. Plan</td>
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<tr>
<td>Jennifer Aikin, Sect. 3</td>
<td>Sect. 2</td>
<td>Main St. comp. Plan</td>
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<tr>
<td>Angela Martinez, Sect. 5</td>
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<td>Main St. comp. Plan</td>
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</table>

Note: Section 7 and 8 have been combined.

Page 7 of 10
### Board and Commission appointments 2018

#### Expiring Terms

<table>
<thead>
<tr>
<th>Position</th>
<th>Expiration Date (MM/DD/YY)</th>
<th>Eligible to Serve</th>
<th>Current Applications on File</th>
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<tbody>
<tr>
<td>Parks and Recreation Board (Need a City Resident)</td>
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<tr>
<td>Wagner/Pittman-Wagner</td>
<td>10/31/2017</td>
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<td></td>
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<tr>
<td>Erin McGuckin</td>
<td>10/31/2017</td>
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<td></td>
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<tr>
<td>Diana Mullen</td>
<td>10/31/2017</td>
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</tr>
<tr>
<td>George Hagen</td>
<td>10/31/2017</td>
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<td></td>
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<tr>
<td>Janet Corcoran</td>
<td>11/30/2017</td>
<td>Yes</td>
<td></td>
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<tr>
<td>Janice Seamon</td>
<td>11/30/2017</td>
<td>Yes</td>
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<tr>
<td>Mark Keeler</td>
<td>11/30/2017</td>
<td>Yes</td>
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<tr>
<td>Virginia Taylor</td>
<td>11/30/2017</td>
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<tr>
<td>Frank Gibbons</td>
<td>11/30/2017</td>
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<tr>
<td>Mike Miller</td>
<td>11/30/2017</td>
<td>Yes</td>
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<tr>
<td>Mackenzie Moore</td>
<td>11/30/2017</td>
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<tr>
<td>Beck Carter</td>
<td>11/30/2017</td>
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<tr>
<td>Caroline Dobson</td>
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<tr>
<td>Jennifer Lee</td>
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<tr>
<td>Walter Affenstein</td>
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<tr>
<td>Cody Taylor</td>
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<tr>
<td>George Temple</td>
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<tr>
<td>Planning and Zoning Commission (need 3)</td>
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<td>Jim Everitt</td>
<td>11/30/2017</td>
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<tr>
<td>Mike Vickery</td>
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<td>Jim Singer</td>
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<td>Jim Bland</td>
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<tr>
<td>Ben Affenstein</td>
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<td>Mike Nolen</td>
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<td>Arlen Gass</td>
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<td>Frank Keeler</td>
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<tr>
<td>Andrew Bostwick</td>
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<tr>
<td>Eileen O'Brien</td>
<td>11/30/2017</td>
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<tr>
<td>Michelle Chevalier</td>
<td>11/30/2017</td>
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<tr>
<td>Wayne Lusby</td>
<td>11/30/2017</td>
<td>Yes</td>
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<tr>
<td>Eric Tison Terwilliger</td>
<td>11/30/2017</td>
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#### Eligible to Serve as of July 1, 2018: 2018

<table>
<thead>
<tr>
<th>Position</th>
<th>Date</th>
<th>Name</th>
<th>Position</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parks and Recreation (Need a City Resident)</td>
<td>8/15/2018</td>
<td>Brian Hamilton</td>
<td>Trait</td>
<td></td>
</tr>
<tr>
<td></td>
<td>8/15/2018</td>
<td>Michael James</td>
<td>Trait</td>
<td></td>
</tr>
<tr>
<td></td>
<td>8/15/2018</td>
<td>Todd LeMay</td>
<td>Trait</td>
<td></td>
</tr>
<tr>
<td></td>
<td>8/15/2018</td>
<td>Todd Smith</td>
<td>Trait</td>
<td></td>
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<tr>
<td></td>
<td>8/15/2018</td>
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</table>

#### Applications on File

<table>
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<tr>
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<th>Date</th>
<th>Name</th>
<th>Position</th>
<th>Status</th>
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<tbody>
<tr>
<td>Parks and Recreation Board</td>
<td>8/15/2018</td>
<td>Brian Hamilton</td>
<td>Trait</td>
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<tr>
<td></td>
<td>8/15/2018</td>
<td>Michael James</td>
<td>Trait</td>
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<td></td>
<td>8/15/2018</td>
<td>Todd LeMay</td>
<td>Trait</td>
<td></td>
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<tr>
<td></td>
<td>8/15/2018</td>
<td>Todd Smith</td>
<td>Trait</td>
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<tr>
<td></td>
<td>8/15/2018</td>
<td>Tresa Smith</td>
<td>Trait</td>
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</tr>
</tbody>
</table>

---

**Note:** If appointed, will need to fill the position on the Board and Commission.
### Expiring Terms

<table>
<thead>
<tr>
<th>Expiring Terms</th>
<th>Eligible</th>
<th>Current Applications on File</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Marcos Commission on Children &amp; Youth Rep</td>
<td></td>
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</tr>
<tr>
<td>United Way Rep - Vacancy</td>
<td>2023</td>
<td>Catherine Marler, CASM Rep</td>
</tr>
<tr>
<td>United Way Rep - Vacancy</td>
<td>2023</td>
<td>Nicole Day, SWED Rep</td>
</tr>
<tr>
<td>United Way Rep - Vacancy</td>
<td>2023</td>
<td>Michael Hamilton, TX State Rep</td>
</tr>
<tr>
<td>United Way Rep - Vacancy</td>
<td>2023</td>
<td>Brent Hasting, CITC Rep</td>
</tr>
<tr>
<td>United Way Rep - Vacancy</td>
<td>2023</td>
<td>Christian Dalin, O MYP Rep</td>
</tr>
<tr>
<td>United Way Rep - Vacancy</td>
<td>2023</td>
<td>Michelle Coquil, Council Member</td>
</tr>
<tr>
<td>United Way Rep - Vacancy</td>
<td>2023</td>
<td>Ann Helgeson Halkay, SWED Board</td>
</tr>
<tr>
<td>United Way Rep - Vacancy</td>
<td>2023</td>
<td>Barend Swen, Key Consultant</td>
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<tr>
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<td>2023</td>
<td>Mahtla Howard, Key Consultant</td>
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<tr>
<td>United Way Rep - Vacancy</td>
<td>2023</td>
<td>Maherne Minnery, Key Consultant</td>
</tr>
<tr>
<td>United Way Rep - Vacancy</td>
<td>2023</td>
<td>Alexander West, Key Consultant</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>San Marcos Citizen Advisory Board (Road 5)</th>
<th>San Marcos Citizen Advisory Board (Road 5)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday, November 16, 2020</td>
<td>Monday, November 16, 2020</td>
</tr>
<tr>
<td>Sara Galindo</td>
<td>Sara Galindo</td>
</tr>
<tr>
<td>David Jackson</td>
<td>David Jackson</td>
</tr>
<tr>
<td>Mary Koons</td>
<td>Mary Koons</td>
</tr>
<tr>
<td>Linda Mathies</td>
<td>Linda Mathies</td>
</tr>
<tr>
<td>Dr. Michael Moore</td>
<td>Dr. Michael Moore</td>
</tr>
<tr>
<td>Wayne Schumacher</td>
<td>Wayne Schumacher</td>
</tr>
</tbody>
</table>

Endorsed to appoint 7 key constituency members including family member, youth service provider, faith based community, non-profit, public safety, teacher.
<table>
<thead>
<tr>
<th>Expiring Terms</th>
<th>Eligible</th>
<th>Current Applications on File</th>
<th>Terms on file expired or no application needed at this time</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Marcos Youth Commission (Need 15)</td>
<td>San Marcos Youth Commission (need 15 members)</td>
<td></td>
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</tr>
<tr>
<td>Inside High School</td>
<td>Terae Ascar</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inside High School</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Inside High School</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inside Academy</td>
<td>Gabi Amriquez (or at large/private)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Academy</td>
<td>Emily Longton (or at large/private)</td>
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</tr>
<tr>
<td>Home Schooled</td>
<td>Ada Carrigh</td>
<td></td>
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</tr>
<tr>
<td>Outside City Limits/inside BISD Boundary</td>
<td>Every Jones</td>
<td></td>
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<tr>
<td>Texas High School</td>
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<tr>
<td>Every Job Open</td>
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AGENDA CAPTION:
Hold discussion regarding Historic Preservation Commission Recommendation Resolution 2020-01RR to consider the Commission’s proposal to amend the qualifications for membership on the Historic Preservation Commission, and provide direction to Staff.

Meeting date: February 4, 2020

Department: City Clerk / 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: N/A

Prior Council Action: N/A

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
☒ Not Applicable

Master Plan:
N/A
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 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.

The Commission’s composition was set in 1984 when the Historic Preservation Commission was codified. The role that has been most challenging to fill has been that of the Downtown Historic District representative. The Commission has discussed the difficulty that is presented in filling this role on multiple occasions.

In January 2019, staff spoke with the CLG Coordinator at the time, Madeline Clites, on how the City could amend the composition of the structure to widen the pool of applicants for the Commission while keeping within the requirements of the CLG program. The CLG program does dictate that all commissioners have a knowledge and interest in historic preservation and that “at least 60% of the commission membership shall be drawn from the preservation-related professions defined by the National Park Service. These professions include Architecture, History, Architectural History, Planning, Prehistoric and Historic Archeology, Folklore, Cultural Anthropology, Curation, Conservation, and Landscape Architecture.” This requirement comes directly from the NPS; however, there is some flexibility if the CLG shows evidence of at least attempting to fill the positions with preservation-related professionals. Staff does not recommend adding this language into the code since it will then require the City to meet these strict standards rather than aspire to the standards and explaining to the THC why the City was unable to meet them.

She further explained that the language in the ordinance regarding the composition of the Commission needs to be specific enough so that the City is close to meeting CLG requirements, yet flexible enough that
appointments can be made without too much headache. She stated that the City can argue that efforts are being made to meet the CLG requirements and that amending the bylaws and City Code to meet CLG requirements was not necessary. In speaking with her, she explained how she understood recruiting a commissioner from the Downtown Historic District could be difficult but that it was not 100% necessary to meet CLG requirements. She acknowledged that there was benefit of having downtown representation on the commission.

Council Committee, Board/Commission Action:
The Historic Preservation Commission unanimously approved Recommendation Resolution 2020-01RR at the January 2, 2020 regular meeting.

Alternatives:
N/A

Recommendation:
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
AGENDA CAPTION:
Hold discussion regarding Historic Preservation Commission Recommendation Resolution 2019-03RR to consider the initial authorization of a text amendment, per Section 2.4.1.2 of the San Marcos Development Code, to Article 5 of the Historic Design Guidelines to include a purpose statement regarding sustainability, and provide direction to Staff.

Meeting date:  February 4, 2020

Department:  City Clerk / 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
□ Neighborhoods & Housing
□ Parks, Public Spaces & Facilities
□ Transportation
□ Core Services
☒ Not Applicable

Master Plan:
Background Information:
At the November 7 regular meeting, the Historic Preservation Commission directed staff to bring back a proposed update to the Historic Design Guidelines to include a purpose statement that explains sustainability is important to the Commission and how it fits in with historic preservation practices. The Historic Design Guidelines are found in Appendix C of the San Marcos Design Manual. The sustainability guidelines are found in Article 5 of Appendix C.

The Illustrated Guidelines on Sustainability from the Secretary of the Interior begins with an overview focusing on the fact that historic buildings are themselves often inherently sustainable and that this should be used to advantage in any proposal to upgrade them. A redlined purpose statement has been included which mirrors the overview that is found within The Illustrated Guidelines on Sustainability.

Amending the Historic Design Guidelines requires a text amendment to the Design Manual. Per Section 2.4.1.2(B) of the San Marcos Development Code, an application for a text amendment requires initial authorization by the City Council.

Council Committee, Board/Commission Action:
The Historic Preservation Commission unanimously approved Recommendation Resolution 2019-03RR at the December 5, 2019 regular meeting.

Alternatives:
N/A

Recommendation:
Staff recommends approval of the attached purpose statement.
RECOMMENDATION RESOLUTION

Historic Preservation Commission

Recommendation Number: (2019-03RR): Recommending that a sustainability purpose section be added to Article 5, Standard Guidelines for Sustainability, of the Historic Design Guidelines.

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;

WHEREAS, the City Council has created a Sustainability Committee to provide focus for the City on implementing more sustainable practices;

WHEREAS, the Historic Preservation Commission established sustainability guidelines within the Historic Design Guidelines in 2014 (Resolution 2014-92R) to assist property owners in more sustainable practices in maintaining historic properties; and

WHEREAS, to uphold the goals of the Comprehensive Plan, the goals of the City Council’s Sustainability Committee, and to preserve the City’s historical and cultural resources for future generations, the Historic Preservation Commission has explored including a purpose statement within Article 5 of the Historic Design Guidelines.

NOW, THEREFORE, BE IT RESOLVED that the Historic Preservation Commission recommends that the San Marcos City Council consider the initial authorization of a text amendment, per Section 2.4.1.2 of the San Marcos Development Code, to Article 5 of the Historic Design Guidelines to include a purpose statement regarding sustainability substantially in the form attached.

Date of Approval: December 5, 2019

Record of the vote:

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

Article 5: standards for guidelines for sustainability

Section C.5.1.1 Purpose
A. Before implementing any energy conservation measures to enhance the sustainability of a historic building, the existing energy-efficient characteristics of the building should be assessed. The key to a successful rehabilitation project is to identify and understand any lost original and existing energy-efficient aspects of the historic building, as well as to identify and understand its character-defining features to ensure they are preserved. The most sustainable building may be one that already exists. Thus, good preservation practice is often synonymous with sustainability. There are numerous treatments—traditional as well as new technological innovations—that may be used to upgrade a historic building to help it operate even more efficiently. Whether a historic building is rehabilitated for a new or a continuing use, it is important to utilize the building’s inherently-sustainable qualities as they were intended. It is equally important that they function effectively together with any new measures undertaken to further improve energy efficiency. The following guidelines offer specific guidance on how to make historic buildings more sustainable in a manner that will preserve their historic character.
AGENDA CAPTION:
Hold discussion regarding Historic Preservation Commission Recommendation Resolution 2019-04RR to consider the Commission’s proposal to expand the City’s historic preservation program, and provide direction to Staff.

Meeting date: February 4, 2020

Department: City Clerk / 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
☐ Neighborhoods & Housing
☐ Parks, Public Spaces & Facilities
☐ Transportation
☐ Core Services
☒ Not Applicable

Master Plan:
N/A
**Background Information:**
At the July 11 regular meeting, the Historic Preservation Commission first discussed the possible expansion of the Planning and Development Services Department to include more staff devoted to preservation or moving historic preservation to a different department.

At the July 31 special meeting, the Commission discussed organizational structure and staffing that better prioritizes historic preservation within the City. The Commission then established a subcommittee to make recommendations on the organizational structure and staffing of the historic preservation department at their September 5 regular meeting. The subcommittee consisted of Commissioners Spell and Perkins.

**Council Committee, Board/Commission Action:**
The Historic Preservation Commission unanimously approved Recommendation Resolution 2019-04RR at the December 5, 2019 regular meeting.

**Alternatives:**
N/A

**Recommendation:**
RECOMMENDATION RESOLUTION

Historic Preservation Commission

Recommendation Number: (2019-04RR): Recommending the expansion of the city’s historic preservation program.

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, 1,406 surveyed resources of historic age, while other structures and sites have been recognized at the national and state levels for their historical or cultural significance;

WHEREAS, the Federal Rehabilitation Tax Credit Program generated $176.2 billion in GDP since 1978; and

WHEREAS, Federal historic preservation tax incentives generated $7.4 billion in GDP and 129,000 jobs in 2018; and

WHEREAS, as of October 31, 2019, during the first four years of the State tax credit program, the Texas Historical Commission has certified 202 projects (including multiple phases of work at individual buildings), with $1.44 billion in qualified rehabilitation costs; and

WHEREAS, historic preservation is consistent with the city’s efforts to encourage sustainability, energy efficiency and green building, as well as striving to discourage landfill waste and suburban sprawl; and

WHEREAS, the City of San Marcos, as the authority approving the designation of historic zoning, must balance priorities of preservation stewardship of the local tax base in the interest of culture, prosperity, education, and the general welfare of residents; and

WHEREAS, the City of San Marcos, a Certified Local Government (CLG) since 1990, is a partner in preservation with local, State, and Federal governments, working together in the Federal Preservation Program to help communities save the irreplaceable historic character of places and, as such through the certification process, are expected to make a local commitment to historic preservation; and

WHEREAS, being a Certified Local Government (CLG), the City of San Marcos is willing to demonstrate our community’s commitment to saving what is important from the past for future
generations, and a readiness to take on successful preservation projects, allowing the community to compete for new opportunities; and

WHEREAS, in an effort to enhance the City’s historic resources, further advance services to the public, and further fulfill our commitments as a part in preservation as a Certified Local Government (CLG), the City sought the services of a consultant to conduct an updated survey of historic resources, and solicited recommendations for implementation; and

WHEREAS, on September 3, 2019, the historic resources survey, My Historic SMTX, was adopted by the San Marcos City Council with recommended changes to the San Marcos Development Code; and

WHEREAS, the Historic Preservation Commission believes that proper and timely implementation of the My Historic SMTX historic resources survey, proper implementation of the city’s demolition review ordinance, as well as other projects to recognize and designate local landmarks and local historic districts, requires additional resources and a strong commitment from our City Council.

NOW, THEREFORE BE IT RESOLVED that the Historic Preservation Commission recommends to the San Marcos City Council consider the following proposals as part of its 2020-2021 Visioning Workshops, Budget Workshops, and other meetings as appropriate:

1. The expansion of the current Historic Preservation Officer position to a full-time position with no duties or responsibilities unrelated to historic preservation.
2. The creation of a part-time position of “City Historian” or similar as part of the Office of Historic Preservation.
3. A cost-benefit analysis conducted by the City Manager or his designee, of maintaining the city’s Office of Historic Preservation as part of the Planning Department, or moving the Office to another city department, or establishing a new department of the city government and present a recommendation to the City Council for consideration.
4. Expanded training opportunities in historic preservation for the City Council, the Planning & Zoning Commission, and the Historic Preservation Commission.

Date of Approval: December 5, 2019

Record of the vote:

Attest:  
Griffin Spell, Chair, Historic Preservation Commission
File #: ID#19-909, Version: 1

AGENDA CAPTION:
Executive Session in accordance with the following Government Code Section § 551.071 - Consultation with Attorney: to receive a legal briefing and deliberation regarding Martindale ETJ Matters.

Meeting date: 2/4/2020

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:

Section § 551.071 - Consultation with Attorney: to receive a legal briefing and deliberation regarding
Martindale ETJ Matters.

Meeting date: 2/4/2020

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.
File #: ID#19-910, Version: 1
☐ 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.