1. **Agenda**

   Documents:
   - March 7, 2017 Agenda.pdf

2. **Packet**

   Documents:
   - March 7, 2017 Agenda Packet.pdf
I. Call To Order

II. Roll Call

III. Invocation

IV. Pledges Of Allegiance - United States And Texas

EXECUTIVE SESSION

NOTE: The City Council may adjourn into Executive Session to consider any item listed on this agenda if a matter is raised that is appropriate for Executive Session discussion. An announcement will be made of the basis for the Executive Session discussion. The City Council may also publicly discuss any item listed on the agenda for Executive Session.

1. 5:00PM Executive Session in accordance Section 551.074 of the Texas Government Code - Personnel Matters - to discuss and deliberate regarding compensation for the Municipal Court Judge of the Municipal Court of Record and Associate Municipal Court Judge positions; and to discuss the appointment of an Interim City Manager.

2. Consider adoption or direction to Staff on matters discussed in Executive Session.

PRESENTATIONS

3. Receive a Staff presentation and update regarding the CM Allen Project, and provide direction to Staff.

4. Receive an update regarding the Downtown Parking Management Program, as well as, Downtown Employees Parking Initiatives, and provide direction to Staff.

6:00 PM

V. 30 Minute Citizen Comment Period

CONSENT AGENDA

THE FOLLOWING ORDINANCES, RESOLUTIONS AND OTHER ITEMS MAY BE ACTED UPON BY ONE MOTION. NO SEPARATE DISCUSSION OR ACTION ON ANY OF THE ITEMS IS NECESSARY UNLESS DESIRED BY A COUNCIL MEMBER OR A CITIZEN, IN WHICH EVENT THE ITEM SHALL BE
CONSIDERED IN ITS NORMAL SEQUENCE AFTER THE ITEMS NOT REQUIRING SEPARATE DISCUSSION HAVE BEEN ACTED UPON BY A SINGLE MOTION.

5. Consider approval, by motion, of the following meeting Minutes:
   A) February 8, 2017 - Code SMTX Workshop
   B) February 10, 2017 - Visioning Workshop
   C) February 15, 2017 - Special Meeting
   D) February 21, 2017 - Regular Meeting

6. Consider approval of Ordinance 2017-07, on the second of two readings, amending the San Marcos Smartcode by amending Section 1.5.2 and Table 5.7 to provide that Purpose Built Student Housing is allowed as a use in T4 and T5 Transect Zones only by a warrant finally decided by the City Council following a recommendation from the Planning and Zoning Commission; providing a savings clause; providing for the repeal of any conflicting provisions; and providing an effective date.

7. Consider approval of Ordinance 2017-08, on the second of two readings, amending the Official Zoning Map of the City by rezoning a 1.42 acre tract of land and a 2.68 acre tract of land, each located within the Cottonwood Creek Subdivision Master Plan near the intersection of State Highway 123 and Rattler Road, from “P” Public and Institutional District to “PH-ZL” Patio Home, Zero-Lot-Line Residential District and “TH” Townhouse Residential District respectively; and including procedural provisions.

8. Consider approval of Ordinance 2017-09, on the second of two readings, amending the City’s 2016-2017 Fiscal Year Budget to include expenditures in the total sum of $9,000.00 from State Seized Asset Funds to provide funding for the purchase of a data interface between Computer Information Systems (CIS) and Taser/Axom Camera and Video System used by the Police Department; and providing an effective date.

9. Consider approval of Resolution 2017-37R, approving the expenditure of $2,999.00 from the permanent art fund for the purchase of a piece of permanent display art for placement on City property; authorizing the Interim City Manager or her designee to disburse the approved funds for the purchase of this permanent display art in accordance with the City’s purchasing policies and requirements; and declaring an effective date.

10. Consider approval of Resolution 2017-38R, awarding a contract to P&H Equipment, LLC for the purchase of a used 2008 H210 forklift truck for the Public Services Department - Electric Utility Division in the total amount of $59,875.00; authorizing the Interim City Manager or her designee to execute the appropriate purchasing documents on behalf of the City; and declaring an effective date.

11. Consider approval of Resolution 2017-39R, approving a five-year airport facility lease agreement with Civil Air Patrol for the building located at 1915 Airport Drive; and declaring an effective date.

12. Consider approval of Resolution 2017-40R, approving the terms and conditions of a shared hangar lease agreement for use at the San Marcos Regional Airport; authorizing the Interim City Manager to execute said agreements; and declaring an effective date.

13. Consider approval of Resolution 2017-41R, approving the award of a construction
contract to Insituform Technologies, LLC for the East Side Interceptor 30/36 inch Wastewater Project in the total amount of $353,745.00 through the Texas Local Government Purchasing Cooperative Buyboard Contract for Cipp, underground asset renewal and water tank asset management (Buyboard Contract #462-14) contingent upon the contractor’s timely submission of sufficient bonds and insurance in accordance with the City’s construction contract documents for the project; authorizing the Interim City Manager or her designee to execute all contract documents on behalf of the City and declaring an effective date.

14. Consider approval of Resolution 2017-42R, approving an amendment to the Affordable/Workforce Housing Policy that establishes criteria for the City Council’s consideration of requests to provide that City Council consideration of tax credit projects for large multi family developments shall be limited to projects that provide age restricted housing or projects that provide ; and declaring an effective date.

PUBLIC HEARINGS - 7:00 PM

15. 7:00PM Receive a Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2017-10, annexing into the City, pursuant to a request for voluntary annexation, 1.143 acres of land, more or less, out of the Cyrus Wickson Survey, Abstract no. 474, Hays County, Texas, located on East McCarty Lane, Northwest of the intersection with Rattler Road; approving a service plan for this area; and including procedural provisions; and consider approval of Ordinance 2017-10 on the first of two readings.

NON-CONSENT AGENDA

16. Consider approval of Ordinance 2017-11, on the first of two readings, annexing into the City, pursuant to a request for voluntary annexation, 17.45 acres of land, more or less, out of the Cyrus Wickson Survey, Abstract No. 474, Hays County, Texas, located on East McCarty Lane, Northwest of the intersection with Rattler Road; approving a service plan for this area; and including procedural provisions.

17. Consider approval of Ordinance 2017-12, on the first of two readings, creating a designated permit area under Section 82.189 of the San Marcos City Code that allows parking by permit on both sides of the 100 to 200 blocks of West Hillcrest Drive between Ridgeway Drive and Holland Street, Monday through Friday from 8:00 am to 5:00 pm; amending the traffic register to reflect such designated permit area; and providing for an effective date.

18. Consider approval of Ordinance 2017-13, on the first of two readings, designating a no parking tow-away zone at all times on the North Side of Cheatham Street from Riverside Drive to Reynolds Street and on the South Side of Cheatham Street from Riverside Drive to CM Allen Parkway; and amending the traffic register maintained under section 82.067 of the San Marcos City Code to reflect such designation; and including procedural provisions.

19. Consider approval of Resolution 2017-43R, approving a participation agreement with Lazy Oaks Ranch, LP providing for the City to participate in the cost of oversizing
certain Public Water System improvements in an amount not to exceed $1,028,631 in connection with the La Cima Development Project; authorizing the Interim City Manager to execute said agreement; and declaring an effective date.

20. Consider approval of Resolution 2017-44R, approving an agreement of sale with the Trust for Public Land for the City to purchase approximately 50 acres of land out of the Wildenthal Tract for the expansion of the Purgatory Creek natural area at a price of $632,000.00; authorizing the Interim City Manager to execute said agreement and related closing documents on behalf of the City; authorizing the Interim City Manager or her designee to submit a grant application to the U.S. fish and Wildlife Service, Ecological Services program for a grant in the amount of $2,272,500.00 to fund the purchase of the remaining 152 acres out of said Wildenthal Tract for further expansion of the Purgatory Creek natural area, and to execute any and all documents necessary to accept such grant if awarded; and declaring an effective date.

VI. Question and Answer Session with Press and Public.

*This is an opportunity for the Press and Public to ask questions related to items on this agenda.*

VII. Adjournment.

POSTED ON WEDNESDAY, MARCH 1, 2017 AT 4:00PM

JAMIE LEE CASE, CITY CLERK

VIII. ADDENDUM

Amendment:

The following topic was added to Item #1 Executive Session:

to discuss the appointment of an Interim City Manager

ADDENDUM POSTED ON FRIDAY, MARCH 3, 2017 AT 3:30PM

JAMIE LEE CASE, 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
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File #: ID#17-175, Version: 1

Consider adoption or direction to Staff on matters discussed in Executive Session.
AGENDA CAPTION:
Receive a Staff presentation and update regarding the CM Allen Project, and provide direction to Staff.

Meeting date:  March 7, 2017

Department:  Engineering and CIP

Funds Required:  N/A
Account Number:
Funds Available:
Account Name:

CITY COUNCIL GOAL:
Goal #2  Beautify and Enhance the Quality of Place
Goals #3  Continue Downtown redevelopment
Goal #5  Maintain and improve City's infrastructure

COMPREHENSIVE PLAN ELEMENT(s):
Transportation Goal 1.  A safe, well-coordinated transportation system implemented in an environmentally sensitive manner

BACKGROUND:
Staff will provide an update on project design and schedule including follow-up on previous Council direction.
CM Allen Parkway Reconstruction

Status Update
March 7, 2017
Status:

• Detailed design is 90% complete
• Crosswalk at Hutchinson
  • Recommend not installing in-pavement flashing lights or Hawk system yet
  • Assess need for lighted system after roadway reconstruction
  • Length of pedestrian crossing substantially reduced
  • Install conduit and pedestals for Hawk system with reconstruction so system can be installed at later date if needed
• Includes LID features treating 3.45 acres of mostly impervious cover
• 12-foot Multiuse Pathway from Hopkins to Dog Beach
• Underground Electric and Pedestrian/Street Lighting
• Project to bid in June 2017
• Construction to start in September 2017
3. Existing driveway pavers to be removed and re-used. Existing paving style is recommended. Any additional paving required will be considered subject to the view of work.
Questions?
AGENDA CAPTION:
Receive an update regarding the Downtown Parking Management Program, as well as, Downtown Employees Parking Initiatives, and provide direction to Staff.
Meeting date: March 7, 2017

Department: City Clerk’s Office for Deputy Mayor Pro Tem Prewitt and Council Member Mihalkanin
Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

CITY COUNCIL GOAL:

COMPREHENSIVE PLAN ELEMENT(s):

BACKGROUND:
This item was requested by Mayor Pro Tem Prewitt and Council Member Mihalkanin.
AGENDA CAPTION:
Consider approval, by motion, of the following meeting Minutes:
February 8, 2017 - Code SMTX Workshop
February 10, 2017 - Visioning Workshop
February 15, 2017 - Special Meeting
February 21, 2017 - Regular Meeting

Meeting date: March 7, 2017

Department: City Clerk

Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

CITY COUNCIL GOAL: N/A

COMPREHENSIVE PLAN ELEMENT(s): N/A

BACKGROUND:
The following minutes are attached for review:
February 8, 2017 - Code SMTX Workshop
February 10, 2017 - Visioning Workshop
February 15, 2017 - Special Meeting
February 21, 2017 - Regular Meeting
T Bar M Camps - Council Visioning Retreat

I. Call To Order

With a quorum present, the visioning workshop of the San Marcos City Council was called to order by Mayor Thomaides at 8:20 a.m. Friday, February 10, 2017 at T Bar M Camps/Retreats, 2549 Highway 46 West, New Braunfels, TX 78132

II. Roll Call

Present: 7 - Mayor John Thomaides, Mayor Pro-Tem Jane Hughson, Deputy Mayor Pro Tem Lisa Prewitt, Council Member Saul Gonzales, Council Member Ed Mihalkanin, Council Member Scott Gregson and Council Member Melissa Derrick

1. Hold discussion and participate in Fiscal Year 2017-2018 Visioning Workshop, topics discussed may or may not include or be limited to: economic development policies, 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

Mayor Thomaides thanked everyone for being present and handed the workshop over to Sue Breland of Breland Facilitation. Ms. Breland provided an introduction of herself and an overview of how the day was going to go.

Directors and Council drafted examples of where they envision the City to be by 2025. The group then completed a SWAT Analysis for the City of San Marcos.

Following the SWAT Analysis process the following were final Council priorities:

1) ECONOMIC GROWTH & DEVELOPMENT
Create a reasonable and predictable regulatory system that encourages high quality industrial, commercial, and residential development, providing financial resources to support community goals.
• Workforce Development programs, job training
• Work with Chamber of Commerce
• Eastside Resource Center
• In house position (Economic Development Director) for a local focus on small business, revenue and grants, provide support and nurturing to small business
• Connect with Texas State and High Schools to encourage students to stay as entrepreneurs
• Review new Code with CBA.
• Look at Innovation zones, retail businesses and 2nd floor spaces

2) ENVIRONMENT & RIVER
Steward our unique environment, and the species within it, striving towards flood resiliency and developing in harmony with mother nature.
Rationale: Avoid economic loss and loss of life while preserving the environment for future generations and the health of our planet.

• Conservation easements
• Land Banking: consider before going to the committee. Use a broker to gather information.
• Review associated costs with the code
• Litter reduction / enforcement / beautification
• Parking fees around the river for visitors / free for residents
• Grill rental for visitors / free for residents
• Promote Eco Tourism and educational trails, leverage financial resources
• Look at CVB marketing – Can we spread focus to other sites than just the river? Diversify the focus.
• Balance perception that we don’t want them to come with managing visitor impact
• Draft a River Master plan?

3) QUALITY OF LIFE
Better manage the functional areas including resources, environment, growth, leadership and development to continually raise our quality of life.
Rationale: The sum of careful management of financial resources, transportation, location environment, economic development/growth, intergovernmental relationships, city council and city staff equals our great Quality of Life.

• Celebrate successes
• Encourage engagement between citizens and Texas State students. Help citizens not feel overwhelmed by the student population
• Consider transition from a traditional community to newer community without disenfranchisement
• Encourage affordable housing for young families: smaller, efficient, codes that will allow
• Code review regarding parking on streets and lot size
• Get fiscal notes with each development request
• Define the City we want and cluster development accordingly
• Create buffer zones and green spaces
• Maximize sports tourism
• Build youth offerings: maximize utilization and promotion

4) CITY STAFF
Balance expectations with high performing staff so that silos and burnout does not get in the way of productivity and engagement.
Rationale: The challenges we face as a group deal with limited resources, staffing shortages, and high expectations which may border on unreasonable at times. The challenges may lead to burnout and silos as opposed to teamwork and engagement.
• Prioritize and be realistic in using the staff resource
• Let staff make a check list of what can be done
• Trust staff and raise their credibility
• Follow through on decisions made: Going forward, then moving back, hurts staff credibility
• When new ideas are requested of staff, ask what has to come off the current list; involve the staff in determining what can be done
• Partner with a private firm to build out a new City Hall complex – Decide what we want in that space, create a document, review an RFP.

Council provided direction to move forward with the RFP process. Council also provided direction to slow down the Code SMTX rewrite with a new goal of completion in October.

5) TRANSPORTATION/MOBILITY
Create consensus around a plan to invest in safe transportation alternatives and options, utilizing local and regional partnerships.
Rationale: We must demonstrate a willingness to invest in transportation to achieve freedom of movement.

• Bring back Transportation Advisory Board?
• Is there a cost-effective way of augmenting sidewalks? Connecting them together? Using Pervious construction materials?
• Masterplan in progress
• Managing flood plains through walking paths: flood resilient and federal grants may be available
• Look at multi use of Parks and drainage
• Investigate partner for parking garage and revenue options in the downtown area
• Mobility Hub – Staff to get Council an update. Getting price tag from Kimly Horn.
• Trail system: grants available? Partnerships?

6) LOCATION
Balance the reason San Marcos is attractive with the demands on all of our resources, to maintain and grow our status as a destination for visitors, home for families and Business.
Rationale: Our resources are finite, in being frugal we will optimize value.

• Can we figure out ways to connect to other communities without being gridlocked by IH35? Rail? Bus – Rapid Transit, dedicated lane
• Can we provide information on traffic before citizens get on the highway?
Can we compile information from TXDOT and make available other than via App (for those who don’t use them)?

7) COUNCIL RELATIONS
Represent the community as a whole and promote clear policies and direction to staff, building public faith and confidence in City government and its leadership.
Rationale: With so much we agree upon, for the things we don’t, it is important that we speak as one for our community by celebrating respectful compromise to reach consensus.

• Provide agenda information as soon as possible

Council provided direction for the City Clerk to send out the worksheet following agenda setting and the rolling agenda.

8) INTERGOVERNMENTAL RELATIONS
Promote greater efficiency of resource utilization through partnerships and increase public confidence in government.

• Discuss having regular meetings with other agencies: Schools, Chamber, etc.
9) FINANCIAL RESOURCES
Improve the City’s economic environment by managing resources with sound financial practices.
Rationale: Optimizing the resources we have ensures our goals can be accomplished.

Other topics discussed included:
• Downtown cleanliness issues: Public / Private partnership to fund?
• Look at the Commission for Youth and Children: Can we leverage?
• Use our Commissions/Advisory Boards more often: How can they help us? Can we delegate work?
• Council to look at all Boards and Committees before the Sunset Review Commission reviews them.

A follow up meeting will be scheduled with the Council following the Directors' identification of goals to respond to the above priorities.

III. Question and Answer Session with Press and Public.

None.

IV. Adjournment.

Mayor Thomaides adjourned the visioning workshop of the San Marcos City Council at 4:00 p.m.

Jamie Lee Case, City Clerk                John Thomaides, Mayor
I. Call To Order

With a quorum present, the special meeting of the San Marcos City Council was called to order by Mayor Thomaides at 5:30 p.m. Wednesday, February 15, 2017 in the City Council Chambers, 630 E. Hopkins, San Marcos, Texas 78666.

II. Roll Call

Council Member Gonzales departed early due to medical reasons.

Present: 7 - Mayor John Thomaides, Council Member Saul Gonzales, Mayor Pro-Tem Jane Hughson, Council Member Melissa Derrick, Council Member Scott Gregson, Council Member Ed Mihalkanin and Deputy Mayor Pro Tem Lisa Prewitt

EXECUTIVE SESSION

1. 5:30PM Executive Session in accordance with Section 551.074 of the Texas Government Code - Personnel Matters - to discuss and deliberate regarding the City Manager Vacancy.

A motion was made by Mayor Pro-Tem Hughson, seconded by Council Member Gregson, to enter into Executive Session at 5:32 p.m. The motion carried by the following vote:

   For: 7 - Mayor Thomaides, Council Member Gonzales, Mayor Pro-Tem Hughson, Council Member Derrick, Council Member Gregson, Council Member Mihalkanin and Deputy Mayor Pro Tem Prewitt

   Against: 0

2. Consider adoption or direction to Staff on matters discussed in Executive Session.

Council reconvened into regular session at 6:48 p.m. Council provided direction to move forward with contracting SGR to conduct the Executive Search for the City Manager position.

NON-CONSENT AGENDA

3. Consider Ordinance 2017-06, on the second of two readings, calling a Bond Election for Public Safety Facilities in the aggregate principal amount of $17,450,000 and
Library Improvements in the aggregate principal amount of $14,750,000 for May 6, 2017; establishing Early Voting Locations and Polling Places for this Election; making provisions for conducting the Election; and resolving other matters related to such Election; and providing an effective date.

Main Motion: a motion was made by Council Member Gregson, seconded by Mayor Pro-Tem Hughson, to approve Ordinance 2017-06, on the second of two readings.

Motion to Amend: a motion was made by Mayor Pro-Tem Hughson, seconded by Council Member Mihalkanin, to amend Section 13 by adding the following:

(j) Of the outstanding principal amount totaling $265,805,000 mentioned in item (g) above, only $75,000,000 is programmed to be paid directly from ad valorem property taxes. The remaining $190,805,000 is programmed to be paid for from other revenue sources such as reimbursements from the water/wastewater revenues, electric revenues, drainage revenues, hotel/motel taxes and external entities such as the State of Texas and the Embassy Suites Hotel.

(k) Of the outstanding principal amount totaling $88,669,770.52 mentioned in item (h) above, only $23,897,668.60 is programmed to be paid directly from ad valorem property taxes. The remaining $64,772,101.92 is programmed to be paid for from other revenue sources such as reimbursements from the water/wastewater revenues, electric revenues, drainage revenues, hotel/motel taxes and external entities such as the State of Texas and the Embassy Suites Hotel. The motion carried by the following vote:

For: 7 - Mayor Thomaides, Council Member Gonzales, Mayor Pro-Tem Hughson, Council Member Derrick, Council Member Gregson, Council Member Mihalkanin and Deputy Mayor Pro Tem Prewitt

Against: 0

Motion to Amend: a motion was made by Mayor Thomaides, seconded by Mayor Pro-Tem Hughson, to amend by renaming the Propositions: City Public Safety Proposition and City Library Proposition. The motion carried by the following vote:

For: 7 - Mayor Thomaides, Council Member Gonzales, Mayor Pro-Tem Hughson, Council Member Derrick, Council Member Gregson, Council Member Mihalkanin and Deputy Mayor Pro Tem Prewitt

Against: 0

Main Motion: to approve Ordinance 2017-06, on the second of two readings, as amended. The motion carried by the following vote:

For: 7 - Mayor Thomaides, Council Member Gonzales, Mayor Pro-Tem Hughson, Council Member Derrick, Council Member Gregson, Council Member Mihalkanin and Deputy Mayor Pro Tem Prewitt
4. Hold discussion and make annual appointments to the various Boards and Commissions, to wit:
   A) Airport Commission
   B) Animal Shelter Advisory Committee
   C) Arts Commission
   D) Cemetery Commission
   E) Citizens Utility Advisory Board
   F) Comprehensive Master Plan Oversight Committee
   G) Construction Board of Appeals
   H) Convention and Visitors Bureau Board
   I) Economic Development San Marcos Board
   J) Ethics Review Commission
   K) Historic Preservation Commission
   L) Housing Authority Board
   M) Library Board
   N) Main Street Advisory Board
   O) Neighborhood Commission
   P) Parks and Recreation Board
   Q) San Marcos Commission on Children & Youth
   R) San Marcos Youth Commission
   S) Senior Citizen Advisory Board
   T) Veteran's Affairs Advisory Committee
   U) Zoning Board of Adjustment

   The following applicants were nominated for consideration to serve on the Airport Advisory Board:
   Travis Ahlhorn - Nominated by Council Member Gregson
   Scott Gregson - Nominated by Council Member Mihalkanin

   Following a roll call vote both members were unanimously approved for appointment to the Airport Advisory Board.

   The following applicants were nominated for consideration to serve on the Animal Shelter Advisory Committee:
   Briana Brecher - Nominated by Mayor Pro Tem Hughson
   Debbi Jackson - Nominated by Mayor Pro Tem Hughson
   Jeff Jorgenson - Nominated by Mayor Pro Tem Hughson
   Patricia Shaffer - Nominated by Council Member Gregson

   Following a roll call vote all four members were unanimously approved for appointment to the Animal Shelter Advisory Committee.

   The following applicants were nominated for consideration to serve on the Arts
Commission:
Stephen Black - Nominated by Deputy Mayor Pro Tem Prewitt
Darin Wood - Nominated by Mayor Thomaides
Ruben Becerra - Nominated by Council Member Mihalkanin
Stephanie Bryant - Nominated by Mayor Pro Tem Hughson
Lela Holt - Nominated by Council Member Mihalkanin

Following a roll call vote Stephen Black, Ruben Becerra, Stephanie Bryant, and Lela Holt received a majority of council votes and were appointed to the Arts Commission.

The following applicants were nominated for consideration to serve on the Cemetery Commission:
Melanie Liddle - Nominated by Mayor Pro Tem Hughson
Ollie Giles - Nominated by Mayor Pro Tem Hughson
Nancy Scott - Nominated by Mayor Pro Tem Hughson

Following a roll call vote all three members were unanimously approved for appointment to the Cemetery Commission.

The appointments to the Citizen Utility Advisory Board were postponed and will be made at a future meeting.

The following applicants were appointed to the Comprehensive Plan Oversight Committee:
Joe Cox - Appointed by Mayor Thomaides
Betsey Robertson - Appointed by Mayor Pro Tem Hughson
Jim Garber - Appointed by Deputy Mayor Pro Tem Prewitt
Jim Pendergast - Appointed by Council Member Gregson
Ron Hart - Appointed by Council Member Derrick
Juan Miguel Arredondo - Appointed by Council Member Mihalkanin

Council Member Gonzales will make his appointment at a future meeting, as he was absent this meeting.

The appointments to the Construction Board of Appeals were postponed and will be made at a future meeting.

The following applicants were nominated for consideration to serve on the Convention and Visitor Bureau Board:
Samantha Armbruster - Nominated by Mayor Pro Tem Hughson
Dan Alden - Nominated by Council Member Gregson
Bert Stratemann - Nominated by Mayor Pro Tem Hughson
Lisa Prewitt - Nominated by Council Member Derrick
Melissa Derrick - Nominated by Deputy Mayor Pro Tem Prewitt
Collette Jamison - Nominated by Deputy Mayor Pro Tem Prewitt
Omar Dawoud - Nominated by Mayor Pro Tem Hughson
Rosina Valle - Nominated by Mayor Pro Tem Hughson

Following a roll call vote all eight members were unanimously approved for appointment to the Convention and Visitor Bureau Board.

The following applicants were nominated for consideration to serve on the Economic Development San Marcos Board:
Collette Jamison - Nominated by Council Member Derrick
Dr. Shetay Ashford, Ph.D - Nominated by Council Member Gregson
July Moreno - Nominated by Council Member Gregson

Following a roll call vote all three members were unanimously approved for appointment to the Economic Development San Marcos Board.

The following applicants were nominated for consideration to serve on the Ethics Review Commission:
Bill Desoto - Nominated by Council Member Gregson
James Keith Baker - Nominated by Mayor Pro Tem Hughson
Cheryl Cizler - Nominated by Mayor Thomaides
Mark Rockeymoore - Nominated by Council Member Derrick
Elizabeth Trevino - Nominated by Deputy Mayor Pro Tem Prewitt

Following a roll call vote Bill Desoto, James Keith Baker, and Mark Rockeymoore received a majority of council votes and were appointed to the Ethics Review Commission. Mr. Desoto will fill the vacancy with the term ending date of February 28, 2018.

The following applicants were nominated for consideration to serve on the Historic Preservation Commission:
Ron Prewitt - Nominated by Mayor Pro Tem Hughson
Alex James Borger - Nominated by Council Member Gregson
Debbie Austin - Nominated by Mayor Pro Tem Hughson
Dan Alden - Nominated by Council Member Gregson

Following a roll call vote Ron Prewitt and Debbie Austin received a majority of
council votes and were appointed to the Historic Preservation Commission.

The following applicants were nominated for consideration to serve on the Housing Authority:
Gerald Brown - Nominated by Deputy Mayor Pro Tem Prewitt
Elizabeth Trevino - Nominated by Council Member Derrick
Karen Munoz - Nominated by Deputy Mayor Pro Tem Prewitt
Maggie Moreno - Nominated by Council Member Mihalkanin

Following a roll call vote Gerald Brown, Elizabeth Trevino, and Maggie Moreno received a majority of council votes and were appointed to the Housing Authority.

The following applicants were nominated for consideration to serve on the Library Board:
Jayne Baker - Nominated by Mayor Thomaides
Martha Moore - Nominated by Mayor Pro Tem Hughson
Karen Munoz - Nominated by Deputy Mayor Pro Tem Prewitt
Monica Becerra - Nominated by Mayor Pro Tem Hughson

Following a roll call vote Jayne Baker, Martha Moore, and Karen Munoz received a majority of council votes and were appointed to the Library Board.

The following applicants were nominated for consideration to serve on the Main Street Advisory Board:
Caitlyn Hairrell - Nominated by Mayor Thomaides
Chris Salazar - Nominated by Council Member Gregson
Salana Henderson - Nominated by Council Member Derrick
Lisa Prewitt - Nominated by Council Member Gregson

Following a roll call vote Caitlyn Hairrell, Chris Salazar, and Lisa Prewitt received a majority of council votes and were appointed to the Main Street Advisory Board.

The following applicants were nominated for consideration to serve on the Neighborhood Commission:
Cathy Dillon - Nominated by Mayor Pro Tem Hughson
Kenneth Dees - Nominated by Mayor Pro Tem Hughson
Elena Duran - Nominated by Mayor Thomaides
Blanca Loya - Nominated by Mayor Pro Tem Hughson
Michael Nolen - Nominated by Council Member Gregson
Sean Quinones - Nominated by Council Member Gregson
Tres Hefter III - Nominated by Mayor Pro Tem Hughson

Following a roll call vote Cathy Dillon, Kenneth Dees, Elena Duran, Blanca
Loya, Sean Quinones, and Tres Hefter III were appointed to the Neighborhood
Commission. Ms. Duran was appointed to a two year term.

The following applicants were nominated for consideration to serve on the
Park and Recreation Board:
Frank Contreras - Nominated by Council Member Gregson
Jessica Cruz - Nominated by Mayor Thomaides
Brian Olson - Nominated by Council Member Mihalkanin
Bridgett Phillips - Nominated by Council Member Gregson
David Case - Nominated by Council Member Gregson
Margaret Crittenden - Nominated by Deputy Mayor Pro Tem Prewitt
David Swain - Nominated by Mayor Thomaides
Ben Kvanli - Nominated by Council Member Mihalkanin
Maurizio Turri - Nominated by Deputy Mayor Pro Tem Prewitt

Following a roll call vote Frank Contreras, Jessica Cruz, Bridgett Phillips,
David Case, and Margaret Crittenden were appointed to the Parks Advisory
Board.

The following applicants were nominated and appointed to the San Marcos
Commission on Children and Youth by a unanimous vote of council:
Catherine Marler
Nicole Dray
Michelle Hamilton
Victor Garza
Anne Halsey
Laura Hernandez
Brad Russell
Kim Porterfield
Melissa Derrick

The following applicants were nominated for consideration to serve on the San
Marcos Youth Commission:
Edie Allmond - Nominated by Deputy Mayor Pro Tem Prewitt
Tellef Ault - Nominated by Council Member Gregson
Calvin Medrano - Nominated by Deputy Mayor Pro Tem Prewitt
Andrea Garcia - Nominated by Deputy Mayor Pro Tem Prewitt
Benjamin Murdoch - Nominated by Deputy Mayor Pro Tem Prewitt
Fallon Sheffield - Nominated by Deputy Mayor Pro Tem Prewitt
William Huthinson - Nominated by Council Member Gregson
Arabella Bailey - Nominated by Deputy Mayor Pro Tem Prewitt
Dakota Fernandez - Nominated by Mayor Pro Tem Hughson
Gabe Ortiz - Nominated by Deputy Mayor Pro Tem Prewitt
Fatima Cardenas - Nominated by Council Member Gregson
Becca Baergen - Nominated by Deputy Mayor Pro Tem Prewitt
Cade Krackau - Nominated by Deputy Mayor Pro Tem Prewitt
Kayla Wortham-Brown - Nominated by Council Member Mihalkanin
Mariana Zamora - Nominated by Deputy Mayor Pro Tem Prewitt
Nicholas Laughlin - Nominated by Council Member Gregson
Amanda Della Vecchia - Nominated by Deputy Mayor Pro Tem Prewitt

Following a roll call vote Edie Allmond, Tellef Ault, Calvin Medrano, Andrea Garcia, Benjamin Murdoch, Fallon Sheffield, Dakota Fernandez, Gabe Ortiz, Fatima Cardenas, Becca Baergen, Cade Krackau, Kayla Wortham-Brown, Nicholas Laughlin, and Amanda Della Vecchia were appointed to the San Marcos Youth Commission.

The following members were nominated for consideration to serve on the Senior Citizen Advisory Board:
Caitlyn McGinty - Nominated by Council Member Gregson
Penny Tavernier - Nominated by Deputy Mayor Pro Tem Prewitt
Frank Arredondo - Nominated by Deputy Mayor Pro Tem Prewitt

Following a roll call vote all three members were unanimously appointed to the Senior Citizen Advisory Board.

The following members were nominated for consideration to serve on the Veteran Affairs Advisory Board:
Cherif Gacis - Nominated by Council Member Mihalkanin
Eric Johnson Jr. - Nominated by Council Member Mihalkanin
Bettye Nagy - Nominated by Mayor Pro Tem Hughson

Following a roll call vote all three members were unanimously appointed to the Veteran Affairs Advisory Board.

The following members were nominated for consideration to serve on the Zoning Board of Adjustments:
Michael Nolen - Nominated by Mayor Pro Tem Hughson
Gary Pack - Nominated by Mayor Pro Tem Hughson
Gloria Fortin - Nominated by Mayor Pro Tem Hughson

Following a roll call vote all three members were unanimously appointed to the Zoning Board of Adjustments.

III. Question and Answer Session with Press and Public.

Bill Fischer, Sonoma Housing and also a representative of the Jaster Family who owns approximately 240 acres in the ETJ. He asked if the Council considered giving incentives or a priority to bringing in these properties that are in the ETJ onto the City tax rolls so that they can contribute to both infrastructure, which offsets the need for bonds? How do we get a meeting with three Council Members to discuss our proposals in the ETJ? Mayor Thomaides has not discussed or have a policy on Incentivizing annexation. Annexation is done on a case by case basis and by review. It is up to the individual Council Members to meet with you.

Ken Brown, 112 East Pecan San Antonio, made a statement regarding Chapter 245 of the Local Government Code dealing with grandfathering or vested rights. City Attorney, Michael Cosentino stated that this statement is out of order and has nothing to do with an item on this agenda.

IV. Adjournment.

Mayor Thomaides adjourned the special called meeting of the San Marcos City Council at 8:42 p.m.

Jamie Lee Case, TRMC, City Clerk
John Thomaides, Mayor

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
With a quorum present, the regular meeting of the San Marcos City Council was called to order by Mayor Thomaides at 5:01 p.m. Tuesday, February 21, 2017 in the City Council Chambers, 630 E. Hopkins, San Marcos, Texas 78666.

II. Roll Call

Present: 7 - Mayor John Thomaides, Council Member Saul Gonzales, Mayor Pro-Tem Jane Hughson, Council Member Melissa Derrick, Council Member Scott Gregson, Council Member Ed Mihalkanin and Deputy Mayor Pro Tem Lisa Prewitt

EXECUTIVE SESSION

1. Executive Session in accordance Section 551.074 of the Texas Government Code - Personnel Matters - to discuss and deliberate regarding the City Manager Vacancy; and in accordance with § 551.072 - Real Property: to receive a Staff briefing and deliberate regarding the possible acquisition of real property as follows: a) Acquisition of property in an area east of IH-35, for Public Services Facilities; b) Acquisition of property out of the Wildenthal Tract for expansion of the Purgatory Creek Natural Area; c) Acquisition of Five Mile Dam Park for parks purposes; d) acquisition of property in the vicinity of Cape Road near the San Marcos River for drainage, open space or parks purposes; and e) acquisition of property in the area of Spring Lake Preserve for open space purposes; and f) acquisition of property in the downtown area for parking purposes.

A motion was made by Council Member Derrick, seconded by Mayor Pro-Tem Hughson, to enter Executive Session at 5:07 p.m. The motion carried by the following vote:

For: 7 - Mayor Thomaides, Council Member Gonzales, Mayor Pro-Tem Hughson, Council Member Derrick, Council Member Gregson, Council Member Mihalkanin and Deputy Mayor Pro Tem Prewitt

Against: 0

2. Consider adoption or direction to Staff on matters discussed in Executive Session.

Council reconvened into regular session at 7:46 p.m. Council provided direction to Staff during executive session.
PRESENTATIONS

3. Receive a Staff presentation and hold discussion regarding the 2017 CDBG Action Plan, and provide direction to Staff.

Janis Hendrix, provided the Council with a presentation regarding the 2017 CDBG Action Plan. The City Council discussed the provision of broadband service in a low/mod income area. City Council provided direction that the maximum percentage of 15% be recommended on Public Services. Public Service applications to still be vetted by Human Service Advisory Board. When Council was asked if there were any specific projects or programs that Council would like staff to prepare for their consideration. Council stated that brick and mortar projects are a high priority for them. A recommendation was provided that local partners be prioritized during CDBG housing allocations. Discussion regarding the possibility of repurposing Fire Station No. 4 as an eastside resource center. Staff to provide some options to the Council during the budget process related to the eastside resource center.

4. Receive a presentation from the Parks and Recreation Staff and Parks and Recreation Board regarding San Marcos River Parks Overcrowding and Capacity issues, and provide direction to staff.

Rodney Cobb, introduced William Ford, Assistant Director of Community Services – Parks and Recreation Division and Paul Murray, Chair of the Parks and Recreation Board, who will be providing the presentation. Mr. Ford provided a brief overview regarding overcrowding and litter control in the City River Parks. Mr. Murray, provided the Council with data related to the usage of the San Marcos River and Parks. Mr. Murray provided the Parks Board’s recommendations of some short term solutions for overcrowding of River Parks. Council provided direction to move forward with the short term recommendations as follows:

1. Move Picnic Sites Back Away From River In All River Parks (Adding 30 Additional Tables Away From The River)
2. On Street Parking Removed On Cheatham Street At Rio Vista (Weekends And Holidays Only)
3. Remove Picnic Tables And Grills On Cheatham Street (This Area Will Be For Accessing River Only)
4. No Shelter/Tents Except In Designated Picnic Sites (Tents Can Only Be Used Over A City Provided Picnic Table)
5. No Portable Grills In City River Parks (City Park to Lucio Park)

Discussion was held regarding limiting river activity advertisement. Discussion was held about parking issues along Cheatham Street and in Children’s Park.
Council directed the City Manager to work with all Staff members to ensure that everyone involved with parking issues are talking about the same issues.

6:00 PM

III. Invocation

A moment of silence was recognized.

IV. Pledges Of Allegiance - United States And Texas

Peyton Howard, 1st grade student, at Texas Preparatory School led the assembly in the Pledges of Allegiance.

V. 30 Minute Citizen Comment Period

Alisha Roberts, spoke on behalf of The Village San Marcos, to request that their previous financial request be placed on a future agenda for Council consideration.

Stewart Dale Spencer, not available to speak.

CONSENT AGENDA

A motion was made by Council Member Gregson, seconded by Mayor Pro-Tem Hughson, to approve the Consent Agenda with the exception of items # 6, 7, 8, 12, 13, and 15 which were pulled and considered separately. The motion carried by the following vote:

For: 7 - Mayor Thomaides, Council Member Gonzales, Mayor Pro-Tem Hughson, Council Member Derrick, Council Member Gregson, Council Member Mihalkanin and Deputy Mayor Pro Tem Prewitt

Against: 0

5. Consider approval, by motion, of the following meeting Minutes:
   January 30, 2017 - Code SMTX Workshop I
   February 3, 2017 - Packet Meeting
   February 7, 2017 - Regular Meeting

6. Consider approval of Resolution 2017-24R, approving an agreement with Leathers and Associates, Inc. for the provision of professional design services in connection with the reconstruction of the San Marcos Playscape Project in the fixed fee amount of $65,300.00 contingent upon the consultant’s provision of sufficient insurance in accordance with the attached agreement; authorizing the Interim City Manager or her designee to execute this agreement on behalf of the City; and declaring an effective date.

A motion was made by Council Member Gregson, seconded by Council
Member Derrick, to approve Resolution 2017-24R. The motion carried by the following vote:

For: 7 - Mayor Thomaides, Council Member Gonzales, Mayor Pro-Tem Hughson, Council Member Derrick, Council Member Gregson, Council Member Mihalkanin and Deputy Mayor Pro Tem Prewitt
Against: 0

7. Consider approval of Resolution 2017-25R, approving the award of a construction contract to Techline Sports Lighting, LLC for the San Marcos Little League Complex-Sports Lighting Replacement Project in the total amount of $488,600.00 through the Texas Local Government Purchasing Cooperative Buyboard Contract for Parks and Recreation equipment and field lighting products and installation (Buyboard Contract #512-16) contingent upon the contractor’s timely submission of sufficient bonds and insurance in accordance with the City’s construction contract documents for the project; authorizing the Interim City Manager or her designee to execute all contract documents on behalf of the City and declaring an effective date.

A motion was made by Council Member Mihalkanin, seconded by Deputy Mayor Pro Tem Prewitt, to approve Resolution 2017-25R. The motion carried by the following vote:

For: 7 - Mayor Thomaides, Council Member Gonzales, Mayor Pro-Tem Hughson, Council Member Derrick, Council Member Gregson, Council Member Mihalkanin and Deputy Mayor Pro Tem Prewitt
Against: 0

8. Consider approval of Resolution 2017-26R, approving the award of a Construction Contract to Curran Contracting Company for the Sessom Bike And Pedestrian Improvements Project (IFB 217-181) in the amount of $1,767,011.95 contingent upon the contractor’s timely submission of sufficient bonds and insurance in accordance with the City’s construction contract documents for the Project and concurrence in the award of the Project from the Texas Department of Transportation; authorizing the Interim City Manager or her designee to execute all contract documents on behalf of the City; and declaring an effective date.

A motion was made by Council Member Gregson, seconded by Deputy Mayor Pro Tem Prewitt, to approve Resolution 2017-26R. Staff will look into the possibility of expediting the project and bringing back a change order if necessary. The motion carried by the following vote:

For: 7 - Mayor Thomaides, Council Member Gonzales, Mayor Pro-Tem Hughson, Council Member Derrick, Council Member Gregson, Council Member Mihalkanin and Deputy Mayor Pro Tem Prewitt
Against: 0

9. Consider approval of Resolution 2017-27R, approving the purchase of a Bucket Truck for the Public Services Department-Transportation Division from Altec Industries, Inc. through the Texas Comptroller of Public Account’s Texas Multiple Award Schedule for

City of San Marcos
Construction Equipment and Attachments (TXMAS#-11-23V050) in the amount of $103,769.00; authorizing the Interim City Manager or her designee to execute the appropriate purchasing documents on behalf of the city; and declaring an effective date.

10. Consider approval of Resolution 2017-28R, awarding an Annual Contract to Thomas Trucking, Inc. for the provision of Materials and Spoilage Hauling Services (IFB 217-033) for the Public Services Department-Transportation Division in the estimated annual amount of $80,000.00; authorizing the Interim City Manager or her designee to execute the appropriate purchasing documents on behalf of the City; and declaring an effective date.

11. Consider approval of Resolution 2017-29R, approving the lease and maintenance of 36 additional light vehicles for use by the City from Enterprise Fleet Management, Inc. through the TIPS Interlocal Purchasing System in the not-to-exceed annual amount of $240,000.00 for five years; and a one-time expenditure of $110,000.00 for miscellaneous equipment for the leased vehicles; authorizing the Interim City Manager or her designee to execute the appropriate lease documents on behalf of the City; and declaring an effective date.

12. Consider approval of Resolution 2017-30R, approving the purchase of video surveillance systems and associated maintenance services for five years for various City locations from Knight Security Systems, LLC in the estimated amount of $121,539.25 through the Texas Comptroller of Public Account’s Department of Information Resources (“DIR”) Program (contract dir-ts0-3430) for surveillance, security and monitoring; authorizing the Interim City Manager or her designee to execute the appropriate purchasing documents on behalf of the City and declaring an effective date.

A motion was made by Council Member Gregson, seconded by Council Member Gonzales, to approve Resolution 2017-30R. The motion carried by the following vote:

For: 7 - Mayor Thomaides, Council Member Gonzales, Mayor Pro-Tem Hughson, Council Member Derrick, Council Member Gregson, Council Member Mihalkanin and Deputy Mayor Pro Tem Prewitt

Against: 0

13. Consider approval of Resolution 2017-31R, finding an inflatable boat and trailer once utilized by the City of San Marcos Fire Department to be surplus and of no value; authorizing the Fire Department to donate these items to the South Hays Fire Department and Smart Dive Team and declaring an effective date.

A motion was made by Council Member Mihalkanin, seconded by Council Member Gregson, that this Resolution be approved. The motion carried by the following vote:

For: 7 - Mayor Thomaides, Council Member Gonzales, Mayor Pro-Tem Hughson, Council Member Derrick, Council Member Gregson, Council Member Mihalkanin and Deputy Mayor Pro Tem Prewitt
14. Consider approval of Resolution 2017-32R, rejecting a bid received in response to an invitation for bids for the San Marcos River Access Point Repairs Project; and declaring an effective date.

15. Consider approval of Resolution 2017-33R, adopting Guiding Principles for the 2017 City of San Marcos Federal Program Activities; and declaring an effective date.

Main Motion: a motion was made by Council Member Gregson, seconded by Mayor Pro-Tem Hughson to approve Resolution 2017-33R.

Motion to Amend: a motion was made by Mayor Pro-Tem Hughson, seconded by Mayor Thomaides, to amend by editing the third bullet under Transportation to read: Support efforts related to regional, Lone Star Rail commuter rail, including but not limited to the Lone Star Rail Project, such as: highlighting its importance to the region and the commitment of the City to commuter rail the project with the Administration, the Congressional delegation, and appropriate agencies; supporting rail development policies in the surface transportation bill; and advocating for project specific federal funding. The motion carried by the following vote:

For: 7 - Mayor Thomaides, Council Member Gonzales, Mayor Pro-Tem Hughson, Council Member Derrick, Council Member Gregson, Council Member Mihalkanin and Deputy Mayor Pro Tem Prewitt

Against: 0

Main Motion: to approve Resolution 2017-33R, as amended. The motion carried by the following vote:

For: 7 - Mayor Thomaides, Council Member Gonzales, Mayor Pro-Tem Hughson, Council Member Derrick, Council Member Gregson, Council Member Mihalkanin and Deputy Mayor Pro Tem Prewitt

Against: 0

PUBLIC HEARINGS - 7:00 PM

16. 7:00PM Receive a Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2017-07 amending the San Marcos Smartcode by amending Section 1.5.2 and Table 5.7 to provide that Purpose Built Student Housing is allowed as a use in T4 and T5 Transect Zones only by a warrant finally decided by the City Council following a recommendation from the Planning and Zoning Commission; providing a savings clause; providing for the repeal of any conflicting provisions; and providing an effective date; and consider approval of Ordinance 2017-07, on the first of two readings.

Abigail Gillfillan, Planning Manager, provided the Council with a brief
presentation.

Mayor Thomaides opened the Public Hearing at 9:51 p.m.

There being no speakers Mayor Thomaides closed the Public Hearing at 9:51 p.m.

Main Motion: A motion was made by Council Member Gregson, seconded by Deputy Mayor Pro-Tem Prewitt to approve Ordinance 2017-07, on the first of two readings.

Motion to Amend: a motion was made by Deputy Mayor Pro Tem Prewitt, seconded by Council Member Derrick, to amend Section 1.5.2 of Ordinance 2017-07 by adding language that a denial at Planning and Zoning Commission would require a supermajority vote by Council. The motion carried by the following vote:

For: 5 - Council Member Gonzales, Mayor Pro-Tem Hughson, Council Member Derrick, Council Member Mihalkanin and Deputy Mayor Pro Tem Prewitt
Against: 2 - Mayor Thomaides and Council Member Gregson

Main Motion: to approve Ordinance 2017-07, on the first of two readings, as amended. The motion carried by the following vote:

For: 7 - Mayor Thomaides, Council Member Gonzales, Mayor Pro-Tem Hughson, Council Member Derrick, Council Member Gregson, Council Member Mihalkanin and Deputy Mayor Pro Tem Prewitt
Against: 0

17. 7:00PM Receive a Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2017-08 amending the Official Zoning Map of the City by rezoning a 1.42 acre tract of land and a 2.68 acre tract of land, each located within the Cottonwood Creek Subdivision Master Plan near the intersection of State Highway 123 and Rattler Road, from “P” Public and Institutional District to “PH-ZL” Patio Home, Zero-Lot-Line Residential District and “TH” Townhouse Residential District respectively; and including procedural provisions; and consider approval of Ordinance 2017-08, on the first of two readings.

Shannon Mattingly, Director of Development Services, provided the Council with a brief overview of the request.

Mayor Thomaides opened the Public Hearing at 10:10 p.m.

Steve Ramsey, Ramsey Engineering, spoke as a representative of the owner Randall Morris and DR Horton Homes, he stated that the parkland
requirements have already been met and he asked for the Council’s positive consideration.

There being no further comments, Mayor Thomaides closed the Public Hearing at 10:10 p.m.

A motion was made by Deputy Mayor Pro Tem Prewitt, seconded by Council Member Gregson, that Ordinance 2017-08 be approved, on the first of two readings. The motion carried by the following vote:

For: 7 - Mayor Thomaides, Council Member Gonzales, Mayor Pro-Tem Hughson, Council Member Derrick, Council Member Gregson, Council Member Mihalkanin and Deputy Mayor Pro Tem Prewitt

Against: 0

18. 7:00PM Receive a Staff presentation and hold a Public Hearing to receive comments for or against a request for a Conditional Use Permit to allow insulated metal panels as an alternative exterior material for two buildings at the Hays County Jail Complex located at 1307 Uhland Road; authorizing City Staff to issue a Conditional Use Permit consistent with this Resolution; and declaring an effective date; and consider approval of Resolution 2017-34R.

Shannon Mattingly, Director of Development Services, provided the Council with a brief presentation.

Mayor Thomaides opened the Public Hearing at 10:17 p.m.

Clint Garza, Hays County Representative, stated that he was available to answer any questions.

There being no further comments, Mayor Thomaides closed the Public Hearing at 10:17 p.m.

A motion was made by Mayor Thomaides, seconded by Council Member Gregson, that Resolution 2017-34R be approved with conditions that Hays County install and maintain 1 irrigated shade tree and 1 irrigated understory tree. The motion carried by the following vote:

For: 7 - Mayor Thomaides, Council Member Gonzales, Mayor Pro-Tem Hughson, Council Member Derrick, Council Member Gregson, Council Member Mihalkanin and Deputy Mayor Pro Tem Prewitt

Against: 0

NON-CONSENT AGENDA
19. Consider approval of Ordinance 2017-09, on the first of two readings, amending the City’s 2016-2017 Fiscal Year Budget to include expenditures in the total sum of $9,000.00 from State Seized Asset Funds to provide funding for the purchase of a data interface between Computer Information Systems (CIS) and Taser/Axom Camera and Video System used by the Police Department; and providing an effective date.

A motion was made by Mayor Pro-Tem Hughson, seconded by Council Member Gregson, to approve Ordinance 2017-09, on the first of two readings. The motion carried by the following vote:

For: 7 - Mayor Thomaides, Council Member Gonzales, Mayor Pro-Tem Hughson, Council Member Derrick, Council Member Gregson, Council Member Mihalkanin and Deputy Mayor Pro Tem Prewitt

Against: 0

20. Consider approval of Resolution 2017-35R, authorizing the naming of the alley located north of the Historic Hays County Courthouse between East Hopkins Street and University Drive “Kissing Alley”; and declaring an effective date.

A motion was made by Deputy Mayor Pro Tem Prewitt, seconded by Council Member Gregson, to approve Resolution 2017-35R. The motion carried by the following vote:

For: 6 - Mayor Thomaides, Council Member Gonzales, Mayor Pro-Tem Hughson, Council Member Gregson, Council Member Mihalkanin and Deputy Mayor Pro Tem Prewitt

Against: 0

Absent: 1 - Council Member Derrick

21. Consider approval of Resolution 2017-36R, appointing Jon Clack to Board Position No. 7 of the Board of Directors of the Hays Caldwell Public Utility Agency (HCPUA) to fill a vacancy; and declaring an effective date.

A motion was made by Mayor Pro-Tem Hughson, seconded by Deputy Mayor Pro Tem Prewitt, to approve Resolution 2017-36R. The motion carried by the following vote:

For: 6 - Mayor Thomaides, Council Member Gonzales, Mayor Pro-Tem Hughson, Council Member Gregson, Council Member Mihalkanin and Deputy Mayor Pro Tem Prewitt

Against: 0

Absent: 1 - Council Member Derrick

22. Receive an update on Senate Bill 71 (SB 71) which, if passed would authorize the State of Texas to convey ownership of the bed and banks of the San Marcos River within the corporate limits of the City to City of San Marcos, and provide direction to
Staff.

Kristi Wyatt, Director of Communications and Intergovernmental Relations, provided the Council with an update regarding Senate Bill 71. The following suggested edits were provided by Deputy Mayor Pro Tem Prewitt:

Section 2.

(2) sells, creates easements or leases all or any part of the property;
(3) creates additional access points to the river from property that is wholly or partly owned, leased or managed by any entity other than the City of San Marcos;
(4) covers any part of the river bank with impermeable cover for any purpose other than erosion control; or
(5) does not adhere to best management practices set forth in State, Federal and local regulations and ordinances, including but not limited to Texas Parks and Wildlife, Texas Commission on Environmental Quality, US Fish and Wildlife Service, US Environmental Protection Agency and local water quality protections efforts (e.g. water quality buffers, riparian zones).

(b) For the purposes of this statute, ‘public purpose’ does not include economic development.

Staff and Senator Zaffirini's Staff will review and vet the proposed language.

VI. Question and Answer Session with Press and Public.

None.

VII. Adjournment.

Mayor Thomaides adjourned the regular meeting of the San Marcos City Council at 10:53 p.m.

Jamie Lee Case, TRMC, City Clerk                                      John Thomaides, Mayor
AGENDA CAPTION:
Consider approval of Ordinance 2017-07, on the second of two readings, amending the San Marcos Smartcode by amending Section 1.5.2 and Table 5.7 to provide that Purpose Built Student Housing is allowed as a use in T4 and T5 Transect Zones only by a warrant finally decided by the City Council following a recommendation from the Planning and Zoning Commission; providing a savings clause; providing for the repeal of any conflicting provisions; and providing an effective date.

Meeting date: February 21, 2017 - Public Hearing & 1st Reading
March 7, 2017 - 2nd Reading

Department: Planning and Development Services

Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

CITY COUNCIL GOAL: Beautify and Enhance the Quality of Place

COMPREHENSIVE PLAN ELEMENT(s): Neighborhoods and Housing; Goal #2 Housing Opportunities for Students of Texas State University in Appropriate Areas and Create and Implement a Plan to Accomplish this Vision.

BACKGROUND:
An amendment to the Smartcode district with the purpose of regulating purpose built student housing was discussed by City Council on January 17, 2017. Direction was provided during this meeting to pursue an interim amendment to the Smartcode to regulate purpose built student housing.

During the Planning and Zoning Commission meeting on January 24, 2017 the commission unanimously recommended approval of the ordinance with an amendment that the warrant first receive a recommendation from the Planning Commission. There was additional discussion regarding the requirement for a super majority vote of the City Council if the Planning commission recommends denial.

The proposed ordinance includes:

1. Modifying the procedures for Warrants and Variances to require that a warrant for purpose built student
1. Housing be recommended by the Planning Commission and finally decided by the City Council.
2. Modifying the specific function and use table to add purpose built student housing and require a warrant to City Council in the T5 and T4 districts.

During the first reading of the ordinance on February 21, 2017, the City Council approved the ordinance as submitted with an amendment to add language under Sec. 1.5.1.2 that a denial by the Planning and Zoning Commission will result in a requirement for a super majority vote of City Council.
ORDINANCE NO. 2017-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING THE SAN MARCOS SMARTCODE BY AMENDING SECTION 1.5.2 AND TABLE 5.7 TO PROVIDE THAT PURPOSE BUILT STUDENT HOUSING IS ALLOWED AS A USE IN T4 AND T5 TRANSECT ZONES ONLY BY A WARRANT FINALLY DECIDED BY THE CITY COUNCIL FOLLOWING A RECOMMENDATION FROM THE PLANNING AND ZONING COMMISSION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF ANY CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

1. The adoption of this Ordinance is in the interest of the public health, safety and welfare.

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

SECTION 1. The following provisions of the San Marcos SmartCode, Subpart C of the San Marcos City Code, are hereby amended as shown in Exhibit A, attached hereto and made a part hereof for all purposes. Amendments in Exhibit A are indicated by red font and underlining.

a. Section 1.5.2 is amended to provide that the City Council shall finally decide warrants for Purpose Built Student Housing following a recommendation from the Planning and Zoning Commission.

b. Table 5.7 is amended to add Purpose Built Student Housing as a type of residential use allowed in T4 and T5 Transect Zones only by a warrant finally decided by the City Council.

SECTION 2. If any word, phrase, clause, sentence, or paragraph of this Ordinance is held to be unconstitutional or invalid by a court of competent jurisdiction, the other provisions of this Ordinance will continue in force if they can be given effect without the invalid portion.

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

SECTION 4. This Ordinance will take effect after its adoption on second reading.
PASSED AND APPROVED on first reading on February 21, 2017.

PASSED, APPROVED AND ADOPTED on second reading on March 7, 2017.

Attest:          Approved:

   Jamie Lee Case          Michael J. Cosentino
   City Clerk               City Attorney

   John Thomaides
   Mayor
EXHIBIT “A”
Amendments to San Marcos SmartCode-Section 1.5.2 and Table 5.7
[Attached on following pages]
1.4.8. Parkland Dedication shall not be required within the Downtown area. For New Community Plans meeting the Civic Space requirements will fulfill the Parkland Dedication requirements.

1.5. WARRANTS AND VARIANCES

1.5.1. There shall be two types of deviation from the requirements of this Code: Warrants and Variances.

1.5.2. A Warrant is a ruling that would permit a practice that is not consistent with a specific provision of this Code but is justified by the provisions of Section 1.3 Intent. The Planning and Zoning Commission (P&Z) shall have the authority to approve or disapprove a request for a Warrant pursuant to regulations established with the exception of requests for additional heights that are specifically designated for final approval by the City Council. The City Council shall hold a public hearing and finally decide all Warrant requests as a negotiated agreement for heights of 6 or 7 stories after review and a recommendation has been made by the P&Z. A warrant subject to the review of the P&Z shall require a public hearing and personal notice of the public hearing be sent to property owners within 200 feet of the subject property. Personal notice shall be sent by regular mail before the tenth day before the hearing date.

1.5.3. The City Council shall hold a public hearing and finally decide all Warrant requests as a negotiated agreement for heights of 6 or 7 stories after review and a recommendation has been made by the P&Z.

1.5.4. The City Council shall hold a public hearing and finally decide all Warrant requests as a negotiated agreement for purpose built student housing after review and a recommendation has been made by the P&Z. A Warrant request for purpose built student housing shall not become effective except by the favorable vote of three-fourths of all members of the City Council when the P&Z recommends denial of the request.

1.5.5. A Variance is any ruling on a deviation other than a Warrant. Variances shall be granted only in accordance with the State of Texas Statutes, Chapter 211 of the Local Government Code, as amended.

1.5.6. The request for a Warrant or Variance shall not subject the entire application to public hearing, but only that portion necessary to rule on the specific issue requiring the relief.

1.5.7. The following standards shall not be available for Warrants:
   a. The maximum dimensions for traffic lanes.
   b. The required provision of Rear Alleys.
   c. The Base Residential Densities.

1.6. INCENTIVES

1.6.1. Applications that are not subject to mandatory provisions of the Code shall be eligible to utilize the following incentives by right:
   a. Applications under this code shall receive priority review status by the DRC, Planning and Zoning Commission, Zoning Board of Adjustment and the City Council ahead of applications that were eligible to use this code but elected not to do so
   b. Applications under this code shall be processed with priority over those under the LDC, including those with prior filing dates.
   c. The City shall waive the traffic impact analysis for all projects filed under this code.
   d. Reserved for additional Incentives.
## TABLE 5.7. SPECIFIC FUNCTION & USE

This table expands the categories of Table 5.4 to delegate specific Functions and uses within Transect Zones.

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<td>Water Supply Facility</td>
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<td>Sewer and Waste Facility</td>
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<td>Electric Substation</td>
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<td>Wireless Transmitter</td>
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<td>Cremation Facility</td>
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</tbody>
</table>

- *BY RIGHT
- □ BY WARRANT
- □* By Warrant finally decided by City Council
- * Refer to the LDC for standards
AGENDA CAPTION:
Consider approval of Ordinance 2017-08, on the second of two readings, amending the Official Zoning Map of the City by rezoning a 1.42 acre tract of land and a 2.68 acre tract of land, each located within the Cottonwood Creek Subdivision Master Plan near the intersection of State Highway 123 and Rattler Road, from “P” Public and Institutional District to “PH-ZL” Patio Home, Zero-Lot-Line Residential District and “TH” Townhouse Residential District respectively; and including procedural provisions.

Meeting date: February 21, 2017 - Public Hearing & 1st Reading
            March 7, 2017 - 2nd Reading

Department: Planning and Development Services

Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

CITY COUNCIL GOAL: Protect and Preserve the San Marcos River and Edwards Aquifer Recharge Zone.

COMPREHENSIVE PLAN ELEMENT(s): Neighborhood and Housing Goal 3

BACKGROUND:

ZC-16-16 is a request to change 1.42 acres located near the intersection of Highway 123 and Rattler Road from Public and Institutional “P” to Patio Home Zero-Lot-Line “PH-ZL” in order to construct single-family residences. Surrounding uses include the San Marcos High School, Bowie Elementary School, and single-family residences. The area immediately surrounding the subject property is currently vacant.

ZC-16-17 is a request to change 2.68 acres from Public and Institutional “P” to Townhouse “TH” in order to construct single-family residences. Surrounding uses include the San Marcos High School, Bowie Elementary School, and single-family residences. The area immediately surrounding the subject property is currently vacant. There is currently a cemetery on the property which will remain in the area designated as open space on the approved Master Plan Amendment.

At their regular meeting on January 24, the Planning & Zoning Commission approved amendments to the Cottonwood Creek master plan which included: shifting of private park land; changing an area from townhomes to single-family detached homes; and changes to some internal roadways. These changes increased the total amount of private parkland and improved the road connectivity within the development.
While these two proposed zoning changes would eliminate the “P” zoning category in Phase 3, the areas designated as private parkland on the master plan will be designated as such on the plat.

Staff provides this information with recommendation of approval for the zoning change requests.

A public hearing was held on January 24, 2017 at the Planning and Zoning Commission meeting. The Planning and Zoning Commission recommended approval of both requests as submitted.
ORDINANCE NO. 2017-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY REZONING A 1.42 ACRE TRACT OF LAND AND A 2.68 ACRE TRACT OF LAND, EACH LOCATED WITHIN THE COTTONWOOD CREEK SUBDIVISION MASTER PLAN NEAR THE INTERSECTION OF STATE HIGHWAY 123 AND RATTLER ROAD, FROM “P” PUBLIC AND INSTITUTIONAL DISTRICT TO “PH-ZL” PATIO HOME, ZERO-LOT-LINE RESIDENTIAL DISTRICT AND “TH” TOWNHOUSE RESIDENTIAL DISTRICT RESPECTIVELY; AND INCLUDING PROCEDURAL PROVISIONS.

RECITALS:

1. On January 24, 2017, the Planning and Zoning Commission of the City of San Marcos held a public hearing regarding requests to change the zoning from “P” Public and Institutional District to “PH-ZL” Patio Home, Zero-Lot-Line Residential District for a 1.42 acre tract of land and “TH” Townhouse Residential District for a 2.68 acre tract of land, each located within the Cottonwood Creek Subdivision Master Plan near the intersection of State Highway 123 and Rattler Road.

2. Subsequent to the public hearing on that date, the Planning and Zoning Commission considered the requests and voted to recommend that the requests be approved by the City Council of the City.

3. The City Council held a public hearing on February 21, 2017 regarding the requests.

4. All requirements of Chapter 1, Development Procedures, of the City Land Development Code pertaining to Zoning Map amendments have been met.

5. The City Council hereby finds and determines that the adoption of the following ordinance is in the interest of the public health, morals, welfare and safety.

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

SECTION 1. The Official Zoning Map of the City, as described in Section 4.1.2.2 of the City Land Development Code, is amended to rezone the 1.42 acre tract of land described in Exhibit “A,” attached hereto and made a part hereof for all purposes, from “P” Public and Institutional District to “PH-ZL” Patio Home, Zero-Lot-Line Residential District.

SECTION 2. The Official Zoning Map of the City, as described in Section 4.1.2.2 of the City Land Development Code, is amended to rezone the 2.68 acre tract of land described in Exhibit “B,” attached hereto and made a part hereof for all purposes, from “P” Public and Institutional District to “TH” Townhouse Residential District.
SECTION 3. This ordinance will take effect after its passage, approval and adoption on second reading.

PASSED AND APPROVED on first reading on February 21, 2017.

PASSED, APPROVED AND ADOPTED on second reading on March 7, 2017.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk

Approved:

Michael Cosentino
City Attorney
EXHIBIT A

BEGINNING FOR REFERENCE at a 1” iron pipe found at the southwest corner of said 272.24 acre tract, same being the northwest corner of a called 65.90 acre tract of land as described in that deed to Jonnie Lynn Krak McClellan, et al. and recorded in Volume 1757, Page 708 of the Deed Records of said county, being on the east right-of-way line of Highway 123 (130 foot right-of-way width), from which a fence post found for the northwest corner of said 272.24 acre tract bears, N 04° 25’ 19” E for a distance of 3273.82 feet;

THENCE through the interior of said 272.24 acre tract, N 50° 57’ 05” E for a distance of 2005.22 feet to a calculated point for the west corner and POINT OF BEGINNING hereof;

THENCE through the interior of said 272.24 acre tract, the following eight (8) courses and distances:

1) N 26° 20’ 18” E for a distance of 40.63 feet to a calculated point of curvature hereof;

2) with the arc of a curve to the right, having a radius of 165.00 feet, an arc length of 303.73 feet, a central angle of 105° 28’ 09”, and a chord which bears, N 84° 33’ 48” E for a distance of 262.63 feet to a calculated point of non-tangency hereof;

3) N 47° 17’ 52” E for a distance of 240.00 feet to a non-tangent calculated point of curvature hereof;

4) with the arc of a curve to the right, having a radius of 405.00 feet, an arc length of 64.01 feet, a central angle of 09° 03’ 22”, and a chord which bears, S 38° 10’ 27” E for a distance of 63.95 feet to a calculated point of non-tangency hereof;

5) S 56° 21’ 14” W for a distance of 240.00 feet to non-tangent calculated point of curvature hereof;

6) with the arc of a curve to the right, having a radius of 165.00 feet, an arc length of 157.53 feet, a central angle of 54° 42’ 10”, and a chord which bears, S 06° 17’ 41” E for a distance of 151.62 feet to a calculated point of tangency hereof;

7) S 26° 27’ 29” W for a distance of 40.35 feet to a calculated point for the south corner hereof, from which an iron rod found with “Byrn” cap for an angle point on the south line of said 272.24 acre tract bears, S 08° 17’ 45” W for a distance of 1089.13 feet, and

8) N 63° 36’ 21” W for a distance of 328.46 feet to the POINT OF BEGINNING and containing 1.42 acre of land.

Bearing basis is grid north for the Texas South Central Zone NAD 83/93 HARN, per GPS survey performed during June, 2003.

Surveyed under the direct supervision of the undersigned during March, 2004:

Margaret A. Nolen
Registered Professional Land Surveyor No. 5589
BAKER-AICKLEN & ASSOCIATES, INC.
203 E. Main Street, Suite 201
Round Rock, Texas 78664
(512) 244-9620

Job No.: 1262-4-001-74
Filename: W:\PROJECTS\COTTONWOOD HAYS ZONING\REVISED\METES & BOUNDS\COTTONWOOD ZONING PARK PARCEL 04.doc
BEGINNING FOR REFERENCE at a 1’’ iron pipe found at the southwest corner of said 272.24 acre tract, same being the northwest corner of said 65.90 acre tract, being the east right-of-way line of said Highway 123;

THENCE with the west line of said 272.24 acre tract, same being the east right-of-way line of said Highway 123, N 04° 25’ 19” E for a distance of 480.18 feet to a calculated point;

THENCE through the interior of said 272.24 acre tract, S 85° 34’ 41” E for a distance of 535.89 feet to a calculated point for the southwest corner and POINT OF BEGINNING hereof;

THENCE through the interior of said 272.24 acre tract, the following six (6) courses and distances:

1) N 01° 20’ 08” W for a distance of 406.93 feet to a calculated point of curvature hereof;

2) with an arc of a curve to the right, having a radius of 257.82 feet, an arc length of 24.82 feet, a central angle of 05° 31’ 01”, and a chord which bears, N 01° 32’ 38” E for a distance of 24.82 feet to a calculated point for the northwest corner hereof;

3) S 82° 58’ 17” E for a distance of 289.16 feet to a calculated point for the northeast corner hereof;

4) with an arc of a curve to the left, having a radius of 250.00 feet, an arc length of 40.85 feet, a central angle of 09° 21’ 41”, and a chord which bears, S 03° 20’ 43” W for a distance of 40.80 feet to a calculated point of tangency hereof;

5) S 01° 20’ 08” E for a distance of 348.99 feet to a calculated point for the southeast corner hereof, from which an iron rod found with “Byrn” cap for an angle point on the south line of said 272.24 acre tract, bears S 64° 15’ 37” E for a distance of 931.54 feet, and

6) S 88° 39’ 52” W for a distance of 284.00 feet to the POINT OF BEGINNING and containing 2.68 acres of land.

Bearing basis is grid north for the Texas South Central Zone NAD 83/93 HARN, per GPS survey performed during June, 2003.

Surveyed under the direct supervision of the undersigned during March, 2004:

______________________________
Margaret A. Nolen
Registered Professional Land Surveyor No. 5589
BAKER-AICKLEN & ASSOCIATES, INC.
203 E. Main Street, Suite 201
Round Rock, Texas 78664
(512) 244-9620

Job No.: 1262-4-001-74
Filename: W:\PROJECTS\COTTONWOOD HAVBIZONINGSREVISED\METES & BOUNDS\COTTONWOOD ZONING TH-2 PARCEL.02.doc
At their regular meeting on January 24, 2017 the Planning and Zoning Commission considered these items during a Public Hearing.

**Public Notification:**

*Personal notification for the January 24 P&Z Meeting was mailed on January 13.*
*Notice for the February 21 City Council Meeting was published in the February 5 San Marcos Daily Record.*

**Correspondence:**

*There was no correspondence received for this request.*

**Public Hearing:**

*For:*

1. *Steve Ramsey, applicant – made himself available for questions*

*Against:*

1. *None*

**Planning & Zoning Commission draft meeting minutes:**

ZC-16-16 (Cottonwood Creek) Hold a public hearing and consider a request by Ramsey Engineering, LLC, on behalf of Cottonwood Creek JDR, LTD for a zoning change from “P” Public and Institutional to “PH-ZL” Patio Home Zero Lot Line for 1.42 acres out of the John F. Geister Survey and the Farnam Frey Survey located near the intersection of Rattler Road and Highway 123.

Chair Garber opened the public hearing.

Tory Carpenter, Staff Planner, gave an overview of the request.
Steve Ramsey, applicant, made himself available for questions. There were no additional comments and the public hearing was closed.

**A motion was made by Commissioner Kelsey, seconded by Commissioner Dupont, that ZC-16-16 (Cottonwood Creek) be approved as submitted. The motion carried by the following vote:**

For: 6 - Chairperson Garber, Vice Chair Kelsey, Commissioner McCarty, Commissioner Rand, Commissioner Dupont, and Commissioner Porterfield

Against: 0 -

Absent: 0 -

ZC-16-17 (Cottonwood Creek) Hold a public hearing and consider a request by Ramsey Engineering, LLC, on behalf of Cottonwood Creek JDR, LTD for a zoning change from “P” Public and Institutional to “TH” Townhome for 2.6 acres out of the John F. Geister Survey and the Farnam Frey Survey located near the intersection of Rattler Road and Highway 123.

Chair Garber opened the public hearing.

Tory Carpenter, Staff Planner, gave an overview of the request.

Steve Ramsey, applicant, made himself available for questions. There were no additional comments and the public hearing was closed.

**A motion was made by Commissioner Kelsey, seconded by Commissioner Dupont, that ZC-16-17 (Cottonwood Creek) be approved as submitted. The motion carried by the following vote:**

For: 6 - Chairperson Garber, Vice Chair Kelsey, Commissioner McCarty, Commissioner Rand, Commissioner Dupont, and Commissioner Porterfield

Against: 0 -

Absent: 0 -

**Attachments:**

1. Notification Map
2. Property Owner List
<table>
<thead>
<tr>
<th>Property Owner</th>
<th>Mailing Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>COTTONWOOD CREEK JDR LTD</td>
<td>333 CHEATHAM ST</td>
<td>SAN MARCOS</td>
<td>TX</td>
<td>78666</td>
</tr>
</tbody>
</table>
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
Zoning Change
ZC-16-16
Cottonwood Creek
P to PH-ZL

Summary: The applicant is requesting a zoning change from Public and Institutional (P) to Patio Home Zero-Lot-Line (PH-ZL) for approximately 1.42 acres.

Applicant: Ramsey Engineering, LLC
3206 Yellowpine Terrace
Austin TX 78757

Property Owner: Cottonwood Creek, JDR, Ltd
333 Cheatham Street
San Marcos, TX  78666

Notification: January 13, 2017 personal notifications of the public hearing were mailed to all property owners within 200 feet of the subject property and signs were posted on the site. Additionally notice was published in the San Marcos Daily Record on February 5, 2017.

Response: There have been no citizen comments as of the staff report date.

Property/Area Profile:

Legal Description: Approximately 1.42 acres out of the Farnam Frye Survey.
Location: Near HWY 123 and Rattler Road
Existing Use of Property: Agricultural / Vacant
Proposed Use of Property: Single-Family
Preferred Scenario Map: Medium Intensity – East Village
Existing Zoning: Public and Institutional (P)
Proposed Zoning: Home Zero-Lot-Line (PH-ZL)
Utility Capacity: The property is served by City water and wastewater

Sector: Sector Five (5)

<table>
<thead>
<tr>
<th>Area Zoning and Land Use Pattern</th>
<th>Zoning</th>
<th>Existing Land Use</th>
<th>Preferred Scenario</th>
</tr>
</thead>
<tbody>
<tr>
<td>N of Property</td>
<td>PH-ZL</td>
<td>Vacant</td>
<td>Medium Intensity</td>
</tr>
<tr>
<td>S of Property</td>
<td>PH-ZL</td>
<td>Vacant</td>
<td>Medium Intensity</td>
</tr>
<tr>
<td>E of Property</td>
<td>PH-ZL</td>
<td>Vacant</td>
<td>Medium Intensity</td>
</tr>
<tr>
<td>W of Property</td>
<td>PH-ZL</td>
<td>Vacant</td>
<td>Medium Intensity</td>
</tr>
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</table>
Case Summary

The subject property is approximately 1.42 acres located near the intersection of Highway 123 and Rattler Road. The applicant is requesting a zoning change from Public and Institutional “P” to Patio Home Zero-Lot-Line “PH-ZL” in order to construct single-family residences. This property is located in the East Village Medium Intensity area as designated on the Preferred Scenario Map. Patio Home Zero-Lot-Line is an allowable zoning classification in the East Village and a Preferred Scenario Amendment is not required. Surrounding uses include the San Marcos High School, Bowie Elementary School, and single-family residences. The area immediately surrounding the subject property is currently vacant.

This request is being heard concurrently with another zoning change request, ZC-16-17.

Planning Department Analysis

The subject property is located within the East Village Medium Intensity area. Vision San Marcos Comprehensive Plan provides the following description of the future vision for East Village:

“As the site of San Marcos’ only high school, as well as an elementary school, this area has a high potential for growth. Designated as a Medium Intensity Zone, with an activity node centered around the intersection of Old Bastrop and Hwy 123, East Village will boast a mix of commercial, retail, and service oriented activity. This area will offer a variety of residential options including single family homes, duplexes, townhomes, and small multifamily projects. Some multifamily projects combined with commercial will result in vertical mixed use in the activity node. Since the area is largely on undeveloped property at the edge of town, it will become a mixed use gateway into the city, which will welcome visitors from Seguin and beyond.”

The zoning change request has been reviewed using The Comprehensive Master Plan, Vision San Marcos: A River Runs Through Us as well as the guidance criteria in Section 1.5.1.5 of the Land Development Code. A review worksheet is attached to this report which details the analysis of the zoning change using Comprehensive Plan Elements.

Staff finds this zoning change request is consistent with the Comprehensive Plan Elements as summarized below:

- The property is located within the East Village Medium Intensity district on the Preferred Scenario Map;
- The property being considered for rezoning is located in a low to moderately constrained area according to the Land Use Suitability Map;
- The subject property is not located in a wastewater or water “hot spot”. Water and wastewater service are available to the subject property.
In addition, the evaluation of this proposed change compared to the LDC criteria is detailed below:

<table>
<thead>
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<th>Evaluation</th>
<th>Criteria (LDC 1.5.1.5)</th>
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<tbody>
<tr>
<td>Consistent</td>
<td>Inconsistent</td>
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<td>x</td>
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<tr>
<td>x</td>
<td>Consistency with any development agreement in effect</td>
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<tr>
<td>x</td>
<td>Whether the uses permitted by the proposed change and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified</td>
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<tr>
<td>x</td>
<td>Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area</td>
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<td>x</td>
<td>Other factors which substantially affect the public health, safety, morals, or general welfare</td>
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Additionally, the Council should consider:

1. Is the property suitable for use as presently zoned?

   *Staff evaluation*: Property zoned as Public & Institutional cannot be developed with a residential use.

2. Has there been a substantial change of conditions in the neighborhood surrounding the subject property?
Staff evaluation: Other phases of Cottonwood Creek have continued to develop in recent years.

(3) Will the proposed rezoning address a substantial unmet public need?

Staff evaluation: The rezoning does serve a substantial unmet public need by providing additional single family housing in San Marcos.

(4) Will the proposed rezoning confer a special benefit on the landowner/developer and cause a substantial detriment to the surrounding lands?

Staff evaluation: No, there is no special benefit to the landowner as the proposed zoning district meets the intent of the Comprehensive Plan’s vision.

(5) Will the proposed rezoning serve a substantial public purpose?

Staff evaluation: The rezoning does serve a substantial public purpose by providing additional single family housing in San Marcos.

Staff provides this information with **recommendation of approval** for the zoning change request.

**The Council’s Responsibility:**
The Council is required by law to hold a public hearing and receive public comment regarding the proposed zoning. After considering the public input, the Council is charged with ultimately deciding whether to approve or deny the zoning change request.

**Prepared by:**
Tory Carpenter         Planner  February 13, 2016

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tory Carpenter</td>
<td>Planner</td>
<td>February 13, 2016</td>
</tr>
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</table>
**LAND USE** – Preferred Scenario Map / Land Use Intensity Matrix

<table>
<thead>
<tr>
<th>Does the request meet the intent of the Preferred Scenario Map and the Land Use Intensity Matrix?</th>
<th>YES</th>
<th>NO (map amendment required)</th>
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</thead>
<tbody>
<tr>
<td>X – Yes, the property is located within a Medium Intensity Zone</td>
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</table>

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

<table>
<thead>
<tr>
<th>STRATEGY</th>
<th>SUMMARY</th>
<th>SUPPORTS</th>
<th>CONTRADICTS</th>
<th>NEUTRAL</th>
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<tbody>
<tr>
<td>Preparing the 21st Century Workforce</td>
<td>Provides / Encourages educational opportunities</td>
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<td>X</td>
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<tr>
<td>Competitive Infrastructure &amp; Entrepreneurial Regulation</td>
<td>Provides / Encourages land, utilities and infrastructure for business</td>
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<td>X</td>
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<tr>
<td>The Community of Choice</td>
<td>Provides / Encourages safe &amp; stable neighborhoods, quality schools, fair wage jobs, community amenities, distinctive identity</td>
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**ENVIRONMENT & RESOURCE PROTECTION** – Land Use Suitability & Development Constraints

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<th>LEVEL OF OVERALL CONSTRAINT</th>
<th>1 (least)</th>
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<table>
<thead>
<tr>
<th>CONSTRAINT BY CLASS</th>
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<td>Endangered Species</td>
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<td>Slope</td>
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<td>Vegetation</td>
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<td>Water Quality Zone</td>
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**ENVIRONMENT & RESOURCE PROTECTION** – Water Quality Model Results

<table>
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<tr>
<th>LOCATED IN SUBWATERSHED</th>
<th>Cottonwood Creek Watershed</th>
</tr>
</thead>
</table>

<table>
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<tr>
<th>MODELED IMPERVIOUS COVER INCREASE ANTICIPATED FOR WATERSHED</th>
<th>0-25%</th>
<th>25-50%</th>
<th>50-75%</th>
<th>75-100%</th>
<th>100%+</th>
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Notes:
**NEIGHBORHOODS** – Where is the property located

<table>
<thead>
<tr>
<th>CONA Neighborhood(s):</th>
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<tbody>
<tr>
<td>Neighborhood Commission Area(s):</td>
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<tr>
<td>Neighborhood Character Study Area(s):</td>
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</table>

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

<table>
<thead>
<tr>
<th>Will Parks and / or Open Space be Provided?</th>
<th>X</th>
</tr>
</thead>
<tbody>
<tr>
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<td>X</td>
</tr>
</tbody>
</table>

**Maintenance / Repair Density**

<table>
<thead>
<tr>
<th>Maintenance / Repair Density</th>
<th>Low (maintenance)</th>
<th>Medium</th>
<th>High (maintenance)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wastewater Infrastructure</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Infrastructure</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Public Facility Availability**

| Parks / Open Space within ¼ mile (walking distance)? | X |
| Wastewater service available? | X |
| Water service available? | X |

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

<table>
<thead>
<tr>
<th>Existing Daily LOS</th>
<th>Hwy 123</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>F</th>
<th>X</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing Peak LOS</td>
<td>Hwy 123</td>
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<td>X</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

**Sidewalk Availability (Required to build.)**

| Sidewalks to be addressed at the time of development. | X |

| Adjacent to existing bicycle lane? | X |
| Adjacent to existing public transportation route? | X |
Zoning Change
ZC-16-17
Cottonwood Creek
P to TH

Summary: The applicant is requesting a zoning change from Public and Institutional (P) to Townhouse (TH) for approximately 2.68 acres.

Applicant: Ramsey Engineering, LLC
3206 Yellowpine Terrace
Austin TX 78757

Property Owner: Cottonwood Creek, JDR, Ltd
333 Cheatham Street
San Marcos, TX 78666

Notification: January 13, 2017 personal notifications of the public hearing were mailed to all property owners within 200 feet of the subject property and signs were posted on the site. Additionally notice was published in the San Marcos Daily Record on February 5, 2017.

Response: There have been no citizen comments as of the staff report date.

Property/Area Profile:

Legal Description: Approximately 2.68 acres out of the Farnam Frye Survey.
Location: Near HWY 123 and Rattler Road
Existing Use of Property: Agricultural / Vacant
Proposed Use of Property: Single-Family
Preferred Scenario Map: Medium Intensity – East Village
Existing Zoning: Public and Institutional (P)
Proposed Zoning: Townhouse (TH)
Utility Capacity: The property is served by City water and wastewater

Sector: Sector Five (5)

Area Zoning and Land Use Pattern:

<table>
<thead>
<tr>
<th></th>
<th>Zoning</th>
<th>Existing Land Use</th>
<th>Preferred Scenario</th>
</tr>
</thead>
<tbody>
<tr>
<td>N of Property</td>
<td>TH</td>
<td>Vacant</td>
<td>Medium Intensity</td>
</tr>
<tr>
<td>S of Property</td>
<td>TH</td>
<td>Vacant</td>
<td>Medium Intensity</td>
</tr>
<tr>
<td>E of Property</td>
<td>TH</td>
<td>Vacant</td>
<td>Medium Intensity</td>
</tr>
<tr>
<td>W of Property</td>
<td>TH</td>
<td>Vacant</td>
<td>Medium Intensity</td>
</tr>
</tbody>
</table>
Case Summary

The subject property is approximately 2.68 acres located near the intersection of Highway 123 and Rattler Road. The applicant is requesting a zoning change from Public and Institutional “P” to Townhouse “TH” in order to construct single-family residences. This property is located in the East Village Medium Intensity area as designated on the Preferred Scenario Map. Townhouse is an allowable zoning classification in the East Village and a Preferred Scenario Amendment is not required. Surrounding uses include the San Marcos High School, Bowie Elementary School, and single-family residences. The area immediately surrounding the subject property is currently vacant. There is currently a cemetery on the property which will remain in the area designated as open space on the proposed Master Plan Amendment.

This request is being heard concurrently with another zoning change request, ZC-16-16.

Planning Department Analysis

The subject property is located within the East Village Medium Intensity area. Vision San Marcos Comprehensive Plan provides the following description of the future vision for East Village:

“As the site of San Marcos’ only high school, as well as an elementary school, this area has a high potential for growth. Designated as a Medium Intensity Zone, with an activity node centered around the intersection of Old Bastrop and Hwy 123, East Village will boast a mix of commercial, retail, and service oriented activity. This area will offer a variety of residential options including single family homes, duplexes, townhomes, and small multifamily projects. Some multifamily projects combined with commercial will result in vertical mixed use in the activity node. Since the area is largely on undeveloped property at the edge of town, it will become a mixed use gateway into the city, which will welcome visitors from Seguin and beyond.”

The zoning change request has been reviewed using The Comprehensive Master Plan, Vision San Marcos: A River Runs Through Us as well as the guidance criteria in Section 1.5.1.5 of the Land Development Code. A review worksheet is attached to this report which details the analysis of the zoning change using Comprehensive Plan Elements.

Staff finds this zoning change request is consistent with the Comprehensive Plan Elements as summarized below:

- The property is located within the East Village Medium Intensity district on the Preferred Scenario Map;
- The property being considered for rezoning is located in a low to moderately constrained area according to the Land Use Suitability Map;
- The subject property is not located in a wastewater or water “hot spot”. Water and wastewater service are available to the subject property.
In addition, the evaluation of this proposed change compared to the LDC criteria is detailed below:

<table>
<thead>
<tr>
<th>Evaluation</th>
<th>Criteria (LDC 1.5.1.5)</th>
</tr>
</thead>
</table>
| x                                                                          | The proposed change implements the policies of the adopted Master Plan, including the land use classification on the Future Land Use Map and any incorporated sector plan maps.  

  *The change is consistent with the Preferred Scenario Map and Comprehensive Plan Elements in Vision San Marcos. See the analysis above and the attached Comprehensive Plan Worksheet.*  

| x                                                                          | Consistency with any development agreement in effect  

  *There is no development agreement affecting this site, however, it is consistent with the proposed Cottonwood Creek Master Plan Amendment.*  

| x                                                                          | Whether the uses permitted by the proposed change and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.  

  *The change will be consistent with the developed portion, and future phases of the Cottonwood Creek subdivision.*  

| x                                                                          | Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.  

  *The change is consistent with proposed utility extensions.*  

| x                                                                          | Other factors which substantially affect the public health, safety, morals, or general welfare  

  *None noted.*  

Additionally, the Council should consider:

1. Is the property suitable for use as presently zoned?

   Staff evaluation: Property zoned as Public & Institutional cannot be developed with a residential use.

2. Has there been a substantial change of conditions in the neighborhood surrounding the subject property?
Staff evaluation: Other phases of Cottonwood Creek have continued to develop in recent years.

(3) Will the proposed rezoning address a substantial unmet public need?

Staff evaluation: The rezoning does serve a substantial unmet public need by providing additional single family housing in San Marcos.

(4) Will the proposed rezoning confer a special benefit on the landowner/developer and cause a substantial detriment to the surrounding lands?

Staff evaluation: No, there is no special benefit to the landowner as the proposed zoning district meets the intent of the Comprehensive Plan’s vision.

(5) Will the proposed rezoning serve a substantial public purpose?

Staff evaluation: The rezoning does serve a substantial public purpose by providing additional single family housing in San Marcos.

Staff provides this information with recommendation of approval for the zoning change request.

The Council’s Responsibility:
The Council is required by law to hold a public hearing and receive public comment regarding the proposed zoning. After considering the public input, the Council is charged with ultimately deciding whether to approve or deny the zoning change request.

Prepared by:
Tory Carpenter         Planner         February 13, 2016
Name         Title         Date
**LAND USE** – Preferred Scenario Map / Land Use Intensity Matrix

<table>
<thead>
<tr>
<th>YES</th>
<th>NO (map amendment required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>X – Yes, the property is located within a Medium Intensity Zone</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>STRATEGY</th>
<th>SUMMARY</th>
<th>Supports</th>
<th>Contradicts</th>
<th>Neutral</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preparing the 21st Century Workforce</td>
<td>Provides / Encourages educational opportunities</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Competitive Infrastructure &amp; Entrepreneurial Regulation</td>
<td>Provides / Encourages land, utilities and infrastructure for business</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>The Community of Choice</td>
<td>Provides / Encourages safe &amp; stable neighborhoods, quality schools, fair wage jobs, community amenities, distinctive identity</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Level of Overall Constraint</th>
<th>1 (least)</th>
<th>2 (moderate)</th>
<th>3 (moderate)</th>
<th>4</th>
<th>5 (most)</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Constraint by Class

<table>
<thead>
<tr>
<th>Cultural</th>
<th>Edwards Aquifer</th>
<th>Endangered Species</th>
<th>Floodplains</th>
<th>Geological</th>
<th>Slope</th>
<th>Soils</th>
<th>Vegetation</th>
<th>Watersheds</th>
<th>Water Quality Zone</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<td>X</td>
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</tr>
</tbody>
</table>

**ENVIRONMENT & RESOURCE PROTECTION** – Water Quality Model Results

<table>
<thead>
<tr>
<th>Located in Subwatershed: Cottonwood Creek Watershed</th>
<th>0-25%</th>
<th>25-50%</th>
<th>50-75%</th>
<th>75-100%</th>
<th>100%+</th>
</tr>
</thead>
<tbody>
<tr>
<td>Modeled Impervious Cover Increase Anticipated for watershed</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

Notes:
### NEIGHBORHOODS – Where is the property located

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

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

| Will Parks and / or Open Space be Provided? Parkland has been provided in previous phases of the development. | X |
| Will Trails and / or Green Space Connections be Provided? | X |

<table>
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### TRANSPORTATION – Level of Service (LOS), Access to sidewalks, bicycle lanes and public transportation

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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>N/A</th>
<th>Good</th>
<th>Fair</th>
<th>Poor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Sidewalk Availability (Required to build.) | X |
| Sidewalks to be addressed at the time of development. | YES | NO |
| Adjacent to existing bicycle lane? | X |
| Adjacent to existing public transportation route? | X |
City of San Marcos

ZONING CHANGE APPLICATION

<table>
<thead>
<tr>
<th>APPLICANT</th>
<th>PROPERTY OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:  RAMSEY ENGINEERING LLC</td>
<td>Name:  COTTONWOOD CREEK LTD.</td>
</tr>
<tr>
<td>Mailing Address:  3206 YELLROWNE TERRACE</td>
<td>Mailing Address:  333 CHEATHAM STREET</td>
</tr>
<tr>
<td>Austin, TX 78757</td>
<td>San Marcos, TX 78666</td>
</tr>
<tr>
<td>Telephone No.:  512-650-6800</td>
<td>Telephone No.:  512-353-1776</td>
</tr>
<tr>
<td>E-mail address:  <a href="mailto:rmaysey-eng@att.net">rmaysey-eng@att.net</a></td>
<td>E-mail address:  <a href="mailto:jenny@randallmorris.com">jenny@randallmorris.com</a></td>
</tr>
</tbody>
</table>

PROPERTY DESCRIPTION:

Street Address:  NEAR S.H. 123 AT RATTER ROAD
Subdivision:  COTTONWOOD CREEK
Other Description (if unplatted)  SEE ATTACHED DESCRIPTION
Appraisal District Tax ID No.:  R 14 810
Acres:  16.49

Lien Holder(s) - for notification purposes:
Name:  N/A
Mailing Address:  

(If more than one lien holder, please provide information on a separate page)
A certificate of no tax delinquency must be attached to this application

ZONING CHANGE INFORMATION:

Zoning Designation:  Current:  TH & P MEDIUM DENSITY RESIDENTIAL  Requested:  PH-2L
Master Plan Designation:  Land Use Map Amendment Required?  NO
Present Use of Property:  Vacant
Desired Use of Property/Reason for Change:  40 FOOT WIDE SINGLE FAMILY RESIDENTIAL FRONT ACCESS LOTS

I certify that the information in this application is complete and accurate.

☐ I am the property owner of record; or
☐ I have attached authorization to represent the owner, organization, or business in this application.

Signature:  RANDALL MORRIS  Date:  10-24-16

Printed Name:  RANDALL MORRIS
APPLICATION FOR CITY OF SAN MARCOS ZONING CHANGE

**FEE INFORMATION:**

<table>
<thead>
<tr>
<th>Fee Schedule</th>
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<tr>
<td>Zoning Change to MF 12, 18, 14</td>
<td>$1,015 plus $51 acre ($3,000 maximum) + $11.00 Technology Fee</td>
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<tr>
<td>Zoning Change to all other categories</td>
<td>$762 plus $51 acre ($2,000 maximum) + $11.00 Technology Fee</td>
</tr>
<tr>
<td>Zoning variance/Special Exception</td>
<td>$609 + $11.00 Technology Fee</td>
</tr>
<tr>
<td>Renotification fee</td>
<td>$77 + $11.00 Technology Fee</td>
</tr>
</tbody>
</table>

**APPLICATION PROCESS:**

**Please be advised that this is a 2-3 month process.** The Planning and Zoning Commission will conduct a public hearing to consider your request. Prior to the hearing, the City will mail notices to all property owners within 200 feet of the subject tract, to the listed applicant and property owner, to any lien holders, and to the appropriate neighborhood representative. A sign advertising the change will also be placed on the property by the City.

At the public hearing the applicant, or a representative for the applicant, should be present to answer any questions the Commission may have. Failure to appear could result in your request being tabled or denied. Those in support of the request and those in opposition will be given an opportunity to speak. Following the close of the public hearing, the Planning and Zoning Commission will make a recommendation to either approve or deny the request.

This recommendation is then forwarded to City Council for their action. A notice is published in the newspaper 15 days prior to their hearing. City Council will conduct a public hearing and either adopt an Ordinance to approve the change or deny the request. You will be notified by mail of the date of the City Council public hearing. If an ordinance is adopted, at least one further meeting is required to give Council an opportunity to reconsider the request. If there is no reconsideration, the process is complete. If there is reconsideration, a third reading of the ordinance would be required for approval.

---

**To be completed by Staff:**

Property is located in:  
- Edwards Aquifer Recharge Zone  
- Historic District  
- River Corridor

Concurrent Land Use Amendment is Required:  
- Yes  
- No

Meeting Date:  
Deadline:  
Accepted By:  
Date:
AGREEMENT TO THE PLACEMENT OF ZONING NOTIFICATION SIGNS

The City of San Marcos Land Development Code provides that notification signs shall be placed on any property that is the subject of a zoning change, zoning variance, or conditional use permit. The signs shall be placed on the property by the Development Services-Planning staff prior to the 10\textsuperscript{th} day before the scheduled public hearing based on the following criteria:

- Signs shall be placed on each street for property having multiple street frontages
- Signs shall be placed in a visible, unobstructed location near the front property line

Signs shall remain in place until final action is taken on the application, unless the case is formally withdrawn by the applicant prior to a final decision. Staff will remove the signs.

It is the responsibility of the applicant to periodically check the sign locations to verify that signs remain in place and have not been vandalized or removed. It is the responsibility of the applicant to immediately notify the Development Services-Planning Department of any missing or defective signs.

It is unlawful for a person to alter any notification sign, or to remove it while the case is pending. However, any removal or alteration that is beyond the control of the applicant shall not constitute a failure to meet notification requirements.

\[\text{I have read the above statement and agree to allow the placement of notification signs as required on the project covered by the attached request. The Development Services-Planning staff has my permission to place these signs on my property. I will notify City staff if the sign is damaged or removed.}\]

\[\text{Signature of Applicant} \quad \text{Owner} \quad \text{10-24-16} \quad \text{Date}\]

\underline{FOR STAFF USE ONLY:}

Sign (s) were placed by staff on \[\text{______}\] by \[\text{______}\].

Sign (s) were removed by staff on \[\text{______}\] by \[\text{______}\].

Planning & Development Services • 630 East Hopkins • San Marcos, Texas 78666 • 512-393-8230 • FAX 855-759-2843
Petition for Zoning Change, Zoning Overlay, or Historic District Checklist

✓ A pre-application conference with staff is recommended;

✓ A completed application form, including a statement verifying land ownership and, if applicable, authorization of the land owner’s agent to file the petition and required fees;

✓ Legal description of the site (metes and bounds or lot and block if platted)

✓ Certificate of no tax delinquency

✓ Subdivision Concept Plats or Site Plans as required (see Chapter 1 of the LDC)

☐ Additional information as required to clarify the request

I hereby certify and attest that the application is complete and all information identified above is complete and hereby submitted for review.

Signed: Stephen Ramsey, P.E. Date: 10/24/16

Print Name: STEPHEN RAMSEY, P.E.

Engineer ☑ Surveyor ☐ Architect/Planner ☐ Owner ☐ Agent:
October 31, 2016

Ms. Shannon Mattingly, AICP, Director
City of San Marcos
Planning & Development Services
630 E. Hopkins Street
San Marcos, Texas 78666

RE: Cottonwood Creek Subdivision
   Master Plan Amendment and Phase 3 Zoning Change Requests
   Project No. 16-0-2-10/11

Dear Ms. Mattingly:

Please accept this cover letter with attachments for the referenced subdivision applications. The owner, Cottonwood Creek JDR, LTD., Randall Morris, President, is working with his local homebuilder, DR Horton, on some changes to Phase 3. Therefore, the Master Plan Amendment and zoning changes pertain to Phase 3 only. The changes include a revised street and lot layout and the re-orientation of the zoning tract containing the existing on-site cemetery. This existing P: Public & Institutional 1.89 acre tract is shifting towards Rattler Road, and, will be expanded to 3.62 acres. This revised P: Public & Institutional tract will include an Amenity Center and other related improvements. The existing 17.97 acre TH: Townhouse Residential tract is to be re-zoned to PH-ZL: Patic Home Zero Lot Line Residential and will encompass the remaining affected area of 16.49 acres. The number of allowable residential lots in Phase 3 is, therefore, reduced for this change.

Attached please find the Subdivision Master Plan Amendment Plat Application and the two (2) Zoning Change Applications. All three (3) application submittals are in accordance with their respective checklists. City fee payments are also attached.

We request that all three (3) applications be processed concurrently. Further, we request that all three (3) applications be considered by the Planning & Zoning Commission (P&Z) at their December 13, 2016 meeting. We understand that the Master Plan Amendment would be or should be considered first by P&Z. The zoning changes public hearing and P&Z recommendation of approval would follow next at that meeting.
We trust you will find these applications to be complete and satisfactory. Please let us know if you need anything else.

Sincerely,

Stephen Ramsey, P.E.
Manager/President
**City of San Marcos**

**ZONING CHANGE APPLICATION**

<table>
<thead>
<tr>
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<tbody>
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</tr>
<tr>
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<td>333 CEMEATH STREET SAN MARCOS, TX 78666</td>
</tr>
<tr>
<td>Telephone No.: 512-650-6800</td>
<td>512-353-1776</td>
</tr>
<tr>
<td>E-mail address: <a href="mailto:ramsey-eng@att.net">ramsey-eng@att.net</a></td>
<td><a href="mailto:jenny@randallmorris.com">jenny@randallmorris.com</a></td>
</tr>
</tbody>
</table>

**PROPERTY DESCRIPTION:**

| Street Address: NEAR S.H. 123 AT RATTLE ROAD |
| Subdivision: COTTONWOOD CREEK | Block: | Lot(s): |
| Other Description (if unplatted): SEE ATTACHED DESCRIPTION |

* a metes and bounds description is required if property is a partial lot or is not platted

| Appraisal District Tax ID No.: | R 14310 | Acres: 2.68 |

| Lien Holder(s) - for notification purposes: |
| Name: N/A |
| Mailing Address: |

(If more than one lien holder, please provide information on a separate page)

A certificate of no tax delinquency must be attached to this application

**ZONING CHANGE INFORMATION:**

<table>
<thead>
<tr>
<th>Zoning Designation:</th>
<th>Current:</th>
<th>Requested:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>D</td>
<td>TH</td>
</tr>
</tbody>
</table>

| Master Plan Designation: | MEDIUM DENSITY RESIDENTIAL |
| Land Use Map Amendment Required? | NO |

| Present Use of Property: | VACANT |

| Desired Use of Property/Reason for Change: |
| EXISTING CEMETERY TO REMAIN; OPEN SPACE; AMENITY CENTER |

I certify that the information in this application is complete and accurate.

☑ I am the property owner of record; or

☐ I have attached authorization to represent the owner, organization, or business in this application.

Signature: **RANDALL MORRIS**

Date: **10-24-16**
APPLICATION FOR CITY OF SAN MARCOS ZONING CHANGE

FEE INFORMATION:

Fee Schedule:

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<td>Zoning Change to all other categories</td>
<td>$762 plus $51 acre ($2,000 maximum) + $11.00 Technology Fee</td>
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<tr>
<td>Zoning variance/Special Exception</td>
<td>$609 + $11.00 Technology Fee</td>
</tr>
<tr>
<td>Renotification fee</td>
<td>$77 + $11.00 Technology Fee</td>
</tr>
</tbody>
</table>

APPLICATION PROCESS:

Please be advised that this is a 2-3 month process. The Planning and Zoning Commission will conduct a public hearing to consider your request. Prior to the hearing, the City will mail notices to all property owners within 200 feet of the subject tract, to the listed applicant and property owner, to any lien holders, and to the appropriate neighborhood representative. A sign advertising the change will also be placed on the property by the City.

At the public hearing the applicant, or a representative for the applicant, should be present to answer any questions the Commission may have. Failure to appear could result in your request being tabled or denied. Those in support of the request and those in opposition will be given an opportunity to speak. Following the close of the public hearing, the Planning and Zoning Commission will make a recommendation to either approve or deny the request.

This recommendation is then forwarded to City Council for their action. A notice is published in the newspaper 15 days prior to their hearing. City Council will conduct a public hearing and either adopt an Ordinance to approve the change or deny the request. You will be notified by mail of the date of the City Council public hearing. If an ordinance is adopted, at least one further meeting is required to give Council an opportunity to reconsider the request. If there is no reconsideration, the process is complete. If there is reconsideration, a third reading of the ordinance would be required for approval.

To be completed by Staff:

Property is located in:  
☐ Edwards Aquifer Recharge Zone  ☐ Historic District  ☐ River Corridor

Concurrent Land Use Amendment is Required:  
☐ Yes  ☐ No

Meeting Date:  Deadline:  Accepted By:  Date:  

Planning & Development Services • 630 East Hopkins • San Marcos, Texas 78666 • 512-393-8230 • FAX 855-759-2843
AGREEMENT TO THE PLACEMENT OF ZONING NOTIFICATION SIGNS

The City of San Marcos Land Development Code provides that notification signs shall be placed on any property that is the subject of a zoning change, zoning variance, or conditional use permit. The signs shall be placed on the property by the Development Services-Planning staff prior to the 10th day before the scheduled public hearing based on the following criteria:

- Signs shall be placed on each street for property having multiple street frontages
- Signs shall be placed in a visible, unobstructed location near the front property line

Signs shall remain in place until final action is taken on the application, unless the case is formally withdrawn by the applicant prior to a final decision. Staff will remove the signs.

It is the responsibility of the applicant to periodically check the sign locations to verify that signs remain in place and have not been vandalized or removed. It is the responsibility of the applicant to immediately notify the Development Services-Planning Department of any missing or defective signs.

It is unlawful for a person to alter any notification sign, or to remove it while the case is pending. However, any removal or alteration that is beyond the control of the applicant shall not constitute a failure to meet notification requirements.

I have read the above statement and agree to allow the placement of notification signs as required on the project covered by the attached request. The Development Services-Planning staff has my permission to place these signs on my property. I will notify City staff if the sign is damaged or removed.

Signature of Applicant Owner

Date

10-24-16

FOR STAFF USE ONLY:

Sign (s) were placed by staff on _______ by _______.

Sign (s) were removed by staff on _______ by _______.

Planning & Development Services • 630 East Hopkins • San Marcos, Texas 78666 • 512-393-8230 • FAX 855-759-2843
Petition for Zoning Change, Zoning Overlay, or Historic District Checklist

☑ A pre-application conference with staff is recommended;

☑ A completed application form, including a statement verifying land ownership and, if applicable, authorization of the land owner’s agent to file the petition and required fees;

☑ Legal description of the site (metes and bounds or lot and block if platted)

☑ Certificate of no tax delinquency

☑ Subdivision Concept Plats or Site Plans as required (see Chapter 1 of the LDC)

☐ Additional information as required to clarify the request

I hereby certify and attest that the application is complete and all information identified above is complete and hereby submitted for review.

Signed: Stephen Ramsey, P.E. Date: 10/24/16

Print Name: STEPHEN RAMSEY, P.E.

☑ Engineer ☐ Surveyor ☐ Architect/Planner ☐ Owner ☐ Agent: ____________________________

Development Services-Planning • 630 East Hopkins • San Marcos, Texas 78666 • 512-393-8230 • FAX 855-755-2843
DESCRIPTION

BEGINNING FOR REFERENCE at a 1" iron pipe found at the southwest corner of said 272.24 acre tract, same being the northwest corner of a called 65.90 acre tract of land as described in that deed to Jonnie Lynn Kraak McClellan, et al. and recorded in Volume 1757, Page 708 of the Deed Records of said county, being on the east right-of-way line of Highway 123 (130 foot right-of-way width), from which a fence post found for the northwest corner of said 272.24 acre tract bears, N 04° 25' 19" E for a distance of 3273.82 feet;

THENCE through the interior of said 272.24 acre tract, N 50° 57' 05" E for a distance of 2005.22 feet to a calculated point for the west corner and POINT OF BEGINNING hereof;

THENCE through the interior of said 272.24 acre tract, the following eight (8) courses and distances:

1) N 26° 20' 18" E for a distance of 40.63 feet to a calculated point of curvature hereof;

2) with the arc of a curve to the right, having a radius of 165.00 feet, an arc length of 303.73 feet, a central angle of 105° 28' 09", and a chord which bears, N 84° 33' 48" E for a distance of 262.63 feet to a calculated point of non-tangency hereof;

3) N 47° 17' 52" E for a distance of 240.00 feet to a non-tangent calculated point of curvature hereof,
4) with the arc of a curve to the right, having a radius of 405.00 feet, an arc length of 64.01 feet, a central angle of 09° 03' 22”", and a chord which bears, S 38° 10' 27” W for a distance of 63.95 feet to a calculated point of non-tangency hereof,

5) S 56° 21' 14” W for a distance of 240.00 feet to non-tangent calculated point of curvature hereof,

6) with the arc of a curve to the right, having a radius of 165.00 feet, an arc length of 157.53 feet, a central angle of 54° 42' 10”", and a chord which bears, S 06° 17' 41” E for a distance of 151.62 feet to a calculated point of tangency hereof,

7) S 26° 27' 29” W for a distance of 40.35 feet to a calculated point for the south corner hereof, from which an iron rod found with “Byrn” cap for an angle point on the south line of said 272.24 acre tract bears, S 08° 17' 45” W for a distance of 1089.13 feet, and

8) N 63° 36' 21” W for a distance of 328.46 feet to the POINT OF BEGINNING and containing 1.42 acre of land.

Bearing basis is grid north for the Texas South Central Zone NAD 83/93 HARN, per GPS survey performed during June, 2003.

Surveyed under the direct supervision of the undersigned during March, 2004:

[Signature]

Margaret A. Nolen
Registered Professional Land Surveyor No. 5589
BAKER-AICKLEN & ASSOCIATES, INC.
203 E. Main Street, Suite 201
Round Rock, Texas 78664
(512) 244-9620

Job No.: 1262-4-001-74
Filename: W:\PROJECTS\COTTONWOOD HAYS\ZONING\REVISED METES & BOUNDS\COTTONWOOD ZONING PARK PARCEL.04.doc
**HAYS COUNTY, TEXAS**

**LEGEND**

- **IRON ROD FOUND WITH "BYRN" CAP**
- **I" IRON PIPE FOUND**
- **FENCE POST FOUND**
- **CALCULATED POINT**
- **RECORD BEARING AND DISTANCE PER VOL. 2457, PG. 9**

**SCALE: 1" = 200'**

**SKETCH TO ACCOMPANY DESCRIPTION**

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<th>CH. BRG.</th>
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<td>165.00'</td>
<td>303.73'</td>
<td>105°28'09&quot;</td>
<td>N 84°33'48&quot; E</td>
<td>262.63'</td>
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<tr>
<td>C2</td>
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<td>09°03'22&quot;</td>
<td>S 38°10'27&quot; E</td>
<td>63.95'</td>
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<tr>
<td>C3</td>
<td>165.00'</td>
<td>157.53'</td>
<td>54°42'10&quot;</td>
<td>S 06°17'41&quot; E</td>
<td>151.62'</td>
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</table>

**BEGINNING FOR REFERENCE**

JONNIE LYNN KRAAK
McCLELLAN, ET AL.
CALLED 65.90 ACRES
VOL. 1757, PG. 709

**POINT OF BEGINNING**

S 89°55'04" E 1694.89'
N 88°39'52" E 1694.81'

**HIGHWAY 123 (130', R.O.W. WIDTH)**

N 05°46'16" E 3273.77'
N 04°56'39" E 3273.82'

COTTONWOOD CREEK
JDR, LTD.
TRACT I
CALLED 272.24 ACRES
VOL. 2457, PG. 9

**Baker-Aicken & Associates, Inc.**
ENGINEERS/SURVEYORS
A 1.42 ACRE TRACT OF LAND MORE PARTICULARLY DESCRIBED BY METES AND Bounds as follows:

BEGINNING FOR REFERENCE at a 1" iron pipe found at the southwest corner of said 272.24 acre tract, same being the northwest corner of said 65.90 acre tract, being the east right-of-way line of said Highway 123;

THENCE with the west line of said 272.24 acre tract, same being the east right-of-way line of said Highway 123, N 04° 25' 19" E for a distance of 480.18 feet to a calculated point;

THENCE through the interior of said 272.24 acre tract, S 85° 34' 41" E for a distance of 535.89 feet to a calculated point for the southwest corner and POINT OF BEGINNING hereof;

THENCE through the interior of said 272.24 acre tract, the following six (6) courses and distances:

1) N 01° 20' 08" W for a distance of 406.93 feet to a calculated point of curvature hereof,
2) with an arc of a curve to the right, having a radius of 257.82 feet, an arc length of 24.82 feet, a central angle of 05° 31’ 01”, and a chord which bears, N 01° 32’ 38” E for a distance of 24.82 feet to a calculated point for the northwest corner hereof,

3) S 82° 58’ 17” E for a distance of 289.16 feet to a calculated point for the northeast corner hereof,

4) with an arc of a curve to the left, having a radius of 250.00 feet, an arc length of 40.85 feet, a central angle of 09° 21’ 41”, and a chord which bears, S 03° 20’ 43” W for a distance of 40.80 feet to a calculated point of tangency hereof,

5) S 01° 20’ 08” E for a distance of 348.99 feet to a calculated point for the southeast corner hereof, from which an iron rod found with “Byrn” cap for an angle point on the south line of said 272.24 acre tract, bears S 64° 15’ 37” E for a distance of 931.54 feet, and

6) S 88° 39’ 52” W for a distance of 284.00 feet to the POINT OF BEGINNING and containing 2.68 acres of land.

Bearing basis is grid north for the Texas South Central Zone NAD 83/93 HARN, per GPS survey performed during June, 2003.

Surveyed under the direct supervision of the undersigned during March, 2004:

[Signature]

Margaret A. Nolen
Registered Professional Land Surveyor No. 5589
BAKER-AICKLEN & ASSOCIATES, INC.
203 E. Main Street, Suite 201
Round Rock, Texas 78664
(512) 244-9620

Job No.: 1262-4-001-74
Filename: W:\PROJECTS\COTTONWOOD HAYS\ZONING\REVISED\METES & BOUNDS\COTTONWOOD ZONING TH-2 PARCEL.02.doc
AGENDA CAPTION:
Consider approval of Ordinance 2017-09, on the second of two readings, amending the City’s 2016-2017 Fiscal Year Budget to include expenditures in the total sum of $9,000.00 from State Seized Asset Funds to provide funding for the purchase of a data interface between Computer Information Systems (CIS) and Taser/Axon Camera and Video System used by the Police Department; and providing an effective date.

Meeting date:  February 21, 2017 - 1st Reading
March 7, 2017 - 2nd Reading

Department: Police

Funds Required: $9,000.00
Account Number: 12055231.35015
Funds Available: $78,441.50
Account Name: State Seized Assets

CITY COUNCIL GOAL:
Provide for the Efficient and Effective Delivery of Services

COMPREHENSIVE PLAN ELEMENT(s): N/A

BACKGROUND:
The police department recently implemented a department-wide body camera program using the Axon camera as its service provider. This program will soon include in-car video systems also provided by Axon. Each video clip created by this system must be tagged with pertinent case information such as the incident number and offense type at the conclusion of the video. This data is currently being entered manually by each participating officer. This process is time consuming and can lead to errors due to manual data entry. The police department’s records management system vendor, CIS, has the capacity to write an interface to automate this process and create a data migration from the CIS incident screen into the Axon camera database. This will allow pertinent case information to be automatically populated into each video’s metadata thus freeing up employee time. The cost for this interface is $9,000.00 and is a one-time expenditure.
ORDINANCE NO. 2017-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING THE CITY’S 2016-2017 FISCAL YEAR BUDGET TO ALLOW EXPENDITURES IN THE SUM OF $9,000.00 FROM STATE SEIZED ASSET FORFEITURE FUNDS FOR THE PURCHASE OF A DATA INTERFACE BETWEEN COMPUTER INFORMATION SYSTEMS (CIS) AND THE TASER/AXOM CAMERA AND VIDEO SYSTEM USED BY THE POLICE DEPARTMENT; 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 2016-2017 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 2016-2017 Fiscal Year is amended as set forth in the attached Exhibit A, in order to fund the purchase of a data interface between Computer Information Systems (CIS) and the Taser/Axom camera and video system used by the Police Department in the sum of $9,000.00.

SECTION 2. These revisions will be incorporated into the 2016-2017 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 AND APPROVED on first reading on February 21, 2017.

PASSED, APPROVED AND ADOPTED on second reading on March 7, 2017.

John Thomaides
Mayor
Approved:

Michael J. Cosentino
City Attorney

Attest:

Jamie Lee Case
City Clerk
### Bill Information

- **Bill To:** City of San Marcos
  2300 1-35 /South
  San Marcos, TX 78666

- **Ship To:** San Marcos Police Department
  2300 I-35 South
  San Marcos, TX 78666

### Invoice Details

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<tr>
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**Total:** $9,000.00

**Payments/Credits:** $0.00

**Balance Due:** $9,000.00
## Budget Amendment
Approved by Ordinance No.

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### Description

Purchase interface to tag video from the body camera and in-car video system with pertinent case information including incident number and offence type.
AGENDA CAPTION:
Consider approval of Resolution 2017-37R, approving the expenditure of $2,999.00 from the permanent art fund for the purchase of a piece of permanent display art for placement on City property; authorizing the Interim City Manager or her designee to disburse the approved funds for the purchase of this permanent display art in accordance with the City’s purchasing policies and requirements; and declaring an effective date

Meeting date: March 7, 2017

Department: Community Services - Parks and Recreation

Funds Required: $2,999.00
Account Number: 12024226 56006
Funds Available: $40,430.00
Account Name: Permanent Art

CITY COUNCIL GOAL:
Beautify and enhance the quality of place for San Marcos.

COMPREHENSIVE PLAN ELEMENT(s):
Parks, Public Spaces, and Facilities: Goal 3- A vibrant central arts district and robust arts and cultural educational opportunities for everyone. Objective: Develop an Art in Public Places Program, identify areas of the city that could be used for mural/public art displays.

BACKGROUND:
The Arts Commission met on Wednesday, November 16, 2016 to discuss and consider the purchase of permanent art. The commission unanimously voted to approve the purchase and installation of a stained glass piece of art titled “Mermaid Triptych”.

The piece was created by local artist and owner of River City Glassworks, Kathryn Voigtel Welch. Each panel is 1’w x 4’h.

The Arts Commission sought and received approval from both the Library Advisory Board and the Parks Advisory Board.
RESOLUTION 2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING THE EXPENDITURE OF $2,999.00 FROM THE PERMANENT ART FUND FOR THE PURCHASE OF A PIECE OF PERMANENT DISPLAY ART FOR PLACEMENT ON CITY PROPERTY; AUTHORIZING THE INTERIM CITY MANAGER OR HER DESIGNEE TO DISBURSE THE APPROVED FUNDS FOR THE PURCHASE OF THIS PERMANENT DISPLAY ART IN ACCORDANCE WITH THE CITY’S PURCHASING POLICIES AND REQUIREMENTS; AND DECLARING AN EFFECTIVE DATE

RECITALS

1. In its Wednesday, November 16, 2016 meeting, the Arts Commission selected a piece of permanent display art for purchase and placement on City property.

2. Chapter 2, Administration, Division 16, Arts Commission, Section 2.361 (e) of the San Marcos Code of Ordinances requires that the City Council make the final decision on the funding and location of permanent display art.

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

PART 1. The expenditure of approximately $2,999.00 for the purchase of a stained glass piece of art titled “Mermaid Triptych” by artist, Kathryn Voigtel Welch, for placement in the San Marcos Public Library is approved.

PART 2. The Interim City Manager or her designee is authorized to disburse the approved funds for the purchase of the permanent display art as detailed above in accordance with the City’s purchasing policies and requirements.

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

ADOPTED this the                  day of              2017.

John Thomaides,
Mayor

Attest:

Jamie Lee Case,
City Clerk
AGENDA CAPTION:
Consider approval of Resolution 2017-38R, awarding a contract to P&H Equipment, LLC for the purchase of a used 2008 H210 forklift truck for the Public Services Department - Electric Utility Division in the total amount of $59,875.00; authorizing the Interim City Manager or her designee to execute the appropriate purchasing documents on behalf of the City; and declaring an effective date.

Meeting date: March 7, 2017

Department: Public Services Department - Tom Taggart, Executive Director (By Cheryl Pantermuehl)

Funds Required: $59,875
Account Number: 21006319.60125
Funds Available: $60,000
Account Name: Electric Maintenance-Equipment

CITY COUNCIL GOAL:
Goal #5 Maintain and improve City’s infrastructure

COMPREHENSIVE PLAN ELEMENT(s):

BACKGROUND:
On February 9, 2017, one (1) bid was received for a used (2008) Forklift Truck (IFB 217-164). According to the terms and conditions of the bid, the City has the right to award a contract on the basis of best value to the City.

The Public Services Department-Electric Utility Division, has reviewed the bid and recommends award to the lowest and most responsible bidder, P&H Equipment, LLC located in Round Rock, Texas, in the amount of $59,875.00.

The 2008 Forklift Truck will be used to unload, load and transport transformers and heavy inventory in order to sustain the power grid throughout the City of San Marcos.
RESOLUTION 2017 - R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, AWARDING A CONTRACT TO P&H EQUIPMENT, LLC FOR THE PURCHASE OF A USED 2008 H210 FORKLIFT TRUCK FOR THE PUBLIC SERVICES DEPARTMENT - ELECTRIC UTILITY DIVISION IN THE TOTAL AMOUNT OF $59,875.00; AUTHORIZING THE INTERIM CITY MANAGER OR HER DESIGNEE TO EXECUTE THE APPROPRIATE PURCHASING DOCUMENTS ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The award of a contract to P&H Equipment, LLC for the purchase of a used 2008 H210 Forklift Truck (IFB 217-164) for the Public Services Department – Electric Utility Division in the total amount of $59,875.0 is approved.

PART 2. The Interim City Manager or her designee is authorized to execute the appropriate purchasing documents on behalf of the City.

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

ADOPTED this the day of 2017.

John Thomaides,
Mayor

Attest:

Jamie Lee Case,
City Clerk
# BID TABULATION

Used Forklift Truck
February 9, 2017, at 2:00 p.m.

IFB 217-164

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</table>


WITNESSED BY: [Signature]

[Signature]
AGENDA CAPTION:
Consider approval of Resolution 2017-39R, approving a five-year airport facility lease agreement with Civil Air Patrol for the building located at 1915 Airport Drive; and declaring an effective date.

Meeting date:
February 21, 2017

Department:
San Marcos Regional Airport

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

CITY COUNCIL GOAL:
Approval

COMPREHENSIVE PLAN ELEMENT(s): [add the Plan elements and Goal # and Objective(s)]

N/A

BACKGROUND:
The David Lee “Tex” Hill Composite Squadron of the Civil Air Patrol is a non-profit US Air Force Auxiliary organization that has been based at San Marcos since 1998.

The squadron previously occupied a facility that was condemned and demolished by the City around 2007. The City constructed a new facility at 1915 Airport Drive for the CAP but a new lease was never created. The wing uses the facility to conduct meetings and other miscellaneous wing business.

The attached lease contains a 5 year lease term with a payment of $1 per year.
RESOLUTION NO. 2017-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A FIVE YEAR AIRPORT FACILITY LEASE AGREEMENT WITH CIVIL AIR PATROL FOR THE BUILDING LOCATED AT 1915 AIRPORT DRIVE; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The attached Airport Facility Lease Agreement with the Civil Air Patrol is hereby approved.

PART 2. The City Manager is authorized to sign the Airport Facility Lease Agreement on behalf of the City.

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

ADOPTED on March 7, 2017.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
SAN MARCOS REGIONAL AIRPORT
AIRPORT FACILITY LEASE AGREEMENT

THE STATE OF TEXAS
COUNTIES OF HAYS AND CALDWELL

THIS SAN MARCOS REGIONAL AIRPORT FACILITY LEASE AGREEMENT ("Lease") is made between the City of San Marcos, a municipal corporation of the State of Texas ("Lessor" OR "City"), acting by and through its Airport Manager Texas Aviation Partners, LLC., a Texas Limited Liability Corporation ("Airport Manager") and David Lee "Tex" Hill Composite Squadron of the Civil Air Patrol ("Lessee").

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

This Lease is subject to approval by the Federal Aviation Administration.

NOW, THEREFORE, for and in consideration of the covenants and obligations set forth herein, the Lessor and Lessee agree as follows:

ARTICLE 1: LEASE OF PREMISES; ACCEPTANCE OF EXISTING CONDITIONS; COMPLIANCE WITH REGULATIONS

1.01. In consideration of the obligation of the Lessee to pay rent and in consideration of the other terms, covenants and conditions of this Lease, the Lessor leases to the Lessee, and the Lessee leases from the Lessor a building at the San Marcos Regional Airport (collectively referred to herein as the "Leased Premises") being more particularly described as:

Approximately 11,360 square foot tract of land which includes a 1,250 square foot building located at 1915 Airport Drive described in Exhibit "A" of this Lease;

1.02. The Lessee acknowledges that, subject to the Lessor’s obligations under paragraph 1.04 below: 1) the Lessor makes no representations or warranty regarding the suitability of the Leased Premises for the Lessee’s intended purposes, or the presence of environmental, geologic, or other site conditions that may affect the Lessee’s use of the Leased Premises; 2) the Lessee accepts full responsibility for determining the suitability of the Leased Premises for its intended purposes; 3) the Lessee has inspected and performed all tests and investigations of the Leased Premises for its intended purposes; and 4) the Lessee is accepting the Leased Premises in their present condition,
and the Lessee agrees to perform all preparation, repairs, remediation and other activities necessary to use the Leased Premises for the Lessee’s intended purposes. Lessee agrees that Lessor and Airport Management do not represent or guarantee the safety or security of the property stored within the Premises and have no duty of safety or security of any kind under any circumstances.

1.03. The Lessee agrees to comply with the SAN MARCOS REGIONAL AIRPORT RULES AND REGULATIONS and the MINIMUM STANDARDS, as they now exist or may be amended during the term of this Lease, and any conflict between this Lease and these procedures, regulations, and standards will be resolved in favor of the procedures, regulations, and standards.

1.04. The Lessor covenants and agrees that during the term of this Lease it will operate and maintain the Airport and its facilities as a public airport consistent with and pursuant to the sponsor's assurances given by the Lessor to the United States Government and/or the State of Texas through the Federal Airport Act; and the Lessee agrees that this Lease and the Lessee’s rights and privileges hereunder shall be subordinate to the sponsor's assurances.

1.05. The Lessor agrees that the Lessee, and its agents, contractors, employees, invitees and licensees, shall have the right of ingress and egress to and from the Leased Premises by means of roadways for automobiles. Such rights shall be consistent with the rules and regulations with respect to the occupancy and use of airport premises as adopted from time to time by the City of San Marcos and by the Federal Aviation Administration or any other state, federal or local authority.

ARTICLE 2: RENT AND TERM OF AGREEMENT

2.01. Rental shall accrue commencing upon execution of this Lease. Rent shall be payable at the place designated in Section 2.04a.

2.02. The Primary Term of this Lease will commence on March 7, 2017 (the “Commencement Date”) and will extend for a period of five (5) years. The Primary Term of this Lease shall expire on March 6, 2022.

2.03. Any extension shall continue under the terms of this Lease, or on such changed terms, conditions, and rental rate as Lessor may give to Lessee in accordance with Section 3.01 of this Lease herein. The Term may not be extended if: (1) the Lease or Lessee’s right to possession of the Premises is terminated, (2) Lessee assigns its interest in the Lease or any portion of the Premises, (3) Lessee fails to timely exercise the extension, or (4) Lessee is in default under the Lease at the time Lessee seeks to extend the Term.

2.04. The Lessee agrees to pay to the Lessor a fixed rental in the sum of $1.00 per year for the entire square footage of the Leased Premises for a period of five (5) years. Rent is payable to Airport Manager by check.
2.05. The Lessee agrees to pay to the Lessor a monthly fee for the use of tie-down or any other Airport Facilities for aircraft, motor vehicles or any other equipment or items which are outside of the Leased Premises and under the custody and control of the Lessee or its employees, agents or customers. The Airport Facilities will be charged at the then-established standard rental or use fee prescribed by the Lessor.

ARTICLE 3: ADJUSTMENT IN RENT, CHARGES, AND FEES OR OTHER TERMS TO THIS AGREEMENT

3.01. Except as otherwise provided for herein, during the Primary Term no change in any term or condition of this Agreement will be effective, unless Lessor and Lessee each sign and deliver a written instrument evidencing the change.

ARTICLE 4: USE AND CARE OF PREMISES

4.01. During the terms of this Lease or any renewal thereof, the Premises are to be used by Lessee exclusively for aviation activities. The Lessee shall use the Leased Premises in good faith continuously for this purpose throughout the term of this Lease. The Lessee will use good faith efforts to ensure that the Leased Premises are occupied through the term of this Lease. Permitted aviation activities include but are not limited to those functions normally associated with Civil Air Patrol squadrons and the storage of one (1) CAP van and one (1) CAP mobile command post.

4.02. The Lessee shall not place or keep anything on the Leased Premises or use the Leased Premises for any purpose which invalidates any insurance policy carried on the Leased Premises without the Lessor’s prior written consent. The Lessee agrees that the risk of loss and damage for all property kept, stored or maintained by it within the Leased Premises shall be the Lessee’s.

4.03. The Lessee shall not use or permit the use of the Leased Premises in any manner which results in waste of the Leased Premises, or constitutes a nuisance, or violates any statute, ordinance, rule or regulation that applies to the Leased Premises.

4.04. The Lessee shall keep the Leased Premises, including ramps, signs, sidewalks, service ways, and loading areas adjacent to the Leased Premises, neat, clean, and free from dirt and trash at all times. The Lessee shall provide containers for all trash on the Leased Premises, and shall arrange for the regular removal of the trash at the Lessee’s expense. The Lessee will provide a dumpster or dumpsters for the Leased Premises for use by Lessee and its agents, contractors, employees, invitees, and licensees.

4.05. The Lessee shall store all equipment, materials and supplies within the confines of the building located on the Leased Premises. Except as mentioned in Section 4.01, outside storage is specifically prohibited without the advance written consent of the Lessor.
4.06. The Lessor agrees that the Lessee shall have access to the runways, taxiways and ramps at the Airport to the same extent as other Airport users.

ARTICLE 5: MAINTENANCE AND REPAIR OF PREMISES

5.01. The Lessee shall maintain the Leased Premises in good, clean condition and shall make all repairs to structures, parking lots, and improvements on the premises needed to maintain their function, safety and appearance. The Lessee shall comply with all governmental laws, ordinances, and regulations that apply to the Leased Premises, at its sole cost and expense. Lessee shall remove unauthorized additions or modifications and maintain the Leased Premises, with the exception of normal wear and tear and gaining consistent with normal usage and passage of time, and will repair damages to any part of the Leased Premises caused by the actions or by the negligence or misconduct of Lessee, its agents, servants, employees, contractors, subcontractors, licensees, patrons, invitees, or trespassers.

5.02. Lessor and Airport Manager shall have the right and privilege, through its officers, agents, servants, and employees, to make inspections of the Leased Premises, and thereafter to make recommendations to Lessee of any repairs that, in Lessor’s opinion, are necessary to be performed upon the Premises in accordance with the foregoing. If the Lessee fails to make any required repairs within thirty (30) days after written notice from the Lessor, the Lessor may make the repairs without liability to the Lessee for any loss or damage which may result to the Lessee by reason of the repairs, and the Lessee shall pay to the Lessor the full cost of the repairs within thirty (30) days of the Lessor’s issuance of a written invoice to the Lessee. At the expiration of this Lease, the Lessee shall surrender the Leased Premises in good condition, reasonable wear and tear excepted.

5.03. Lessee, at Lessee’s sole cost and expense, shall be responsible for obtaining all items necessary or desirable for the use and operation of the Premises, including, without limitation, items such as light bulbs and bathroom supplies, if applicable. At all times during the term of this Lease, Lessee shall provide Lessor with a currently operative key.

ARTICLE 6: CONSTRUCTION, ALTERATIONS, AND FIXTURES

6.01. The Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. All buildings, structures, improvements, alterations, additions, and fixtures which may be made or installed upon the Leased Premises shall become the property of the Lessor upon the expiration of the term of this Lease unless the Lessor requests their removal, in which event the Lessee shall remove them and restore the Leased Premises at the Lessee’s expense.

6.02. If Lessee chooses to make discretionary improvements or any modifications mandated by County or Municipal code, state law, or federal law, all plans and specifications must receive the written,
prior approval of Lessor, which approval shall not be unreasonably withheld. All discretionary improvements, and/or modifications mandated by County or municipal Code, state law, or federal law and any other facilities (including landscaping) shall be constructed in accordance with plans and specifications approved by the Airport Manager, and shall be subject to inspection. No construction, modification or installation may be undertaken until written approval is obtained. All plans, specifications and work shall conform to all local, state and federal rules, regulations, and laws, now in force or hereafter prescribed. Notwithstanding the permissive nature of Lessee’s discretionary improvements, and/or modifications, Lessee agrees to make all discretionary improvements, modifications, and/or alterations necessary to make the premises comply with all applicable provisions of the Americans With Disabilities Act of 1990, as amended; any modifications mandated by governmental Codes, state law, or federal law which Lessee agrees to perform, whether paid for in full or in part by Lessee, shall also conform with said Act.

6.03. The Lessee shall ensure that no lien or similar obligation is imposed upon the Leased Premises for any alteration, repair, labor performed, or materials furnished to the Leased Premises, and the Lessee shall immediately discharge any lien or charge after the lien occurs or charges become due and payable. In the event the Lessee disputes the lien or obligation, however, the Lessee shall have the right to promptly pursue settlement or litigation without paying the claim until the claim becomes final and subject to no further appeal by the Lessee. The Lessee shall hold harmless, indemnify and defend the Lessor and Airport Manager, its officers, agents, and employees from and against any claims, demands or suits related to such liens or obligations.

6.04. The Lessee shall not do any of the following without the Lessor’s prior written consent, which consent will not be unreasonably withheld: 1) install any exterior lighting, shades or awnings, or any exterior decorations or paintings on the Facilities; or 2) erect, install or change any signs, window or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Facilities.

6.05. Signs: No signs, posters, or other similar devices shall be placed on the exterior of the hangar or any portion of the Leased Premises (excluding the interior of the hangar) without the prior written consent of Lessor or Airport Manager. Lessee shall, at its sole expense, be responsible for creation, installation and maintenance of all such signs, posters, or other similar devices. Further, Lessee will install a sign indicating that the Leased Premises are included within an aircraft movement area, the location, size and wording of which must be approved by Lessor prior to installation. Lessee agrees to pay Lessor for any damages, injury or repairs resulting from the installation, maintenance or repair of any such signs, posters, or other similar devices. Any signs, posters, or other similar devices placed on the Leased Premises shall be maintained at all times in a safe, neat, sightly and good physical condition. Any such sign, poster, or other similar device shall be removed from the Leased Premises immediately upon receipt of instructions for the removal of same from Lessor or Airport Manager.
ARTICLE 7: UTILITIES AND TAXES

7.01. The Lessee shall promptly pay all charges for electricity, water, telephone service, and other utilities furnished to the Leased Premises. Lessee further covenants and agrees that Lessee will pay all costs and expenses for initial service and any extension, installation, maintenance or repair of any and all utilities serving the Leased Premises. Lessee must first obtain, in writing, permission from Lessor before undertaking any utility improvements that impact Lessee’s property. All heating equipment and electricity operated equipment which may be used on the Leased Premises shall be of such kind and character as to comply with any applicable mechanical, fire, and building codes.

7.02. The Lessor shall not be liable for any interruption or impairment whatsoever in utility services to the Leased Premises.

7.03. In entering into this Lease, Lessee understands that it will be solely responsible for the payment of ad valorem taxes, if any, that are assessed against all or any portion of the Leased Premises, the equipment, inventory, personal property, including but not limited to aircraft used for commercial purposes. Lessee agrees to pay all such taxes and assessments when due and to promptly pay any invoices for taxes and assessments forwarded to it by Lessor.

7.04. The Lessee shall also pay when due all sales, excise, income and other taxes levied upon its business operations on the Leased Premises.

ARTICLE 8: INSURANCE AND INDEMNITY

8.01. Liability Insurance: The Lessee shall procure and maintain insurance in full force at its expense as set forth in the Minimum Standards, covering claims which arise out of or in connection with the Lessee’s use or maintenance of the Leased Premises. This insurance shall be written so that the Lessor must be notified in writing at least thirty (30) days in advance of cancellation, restrictive amendment or non-renewal. The Lessee shall file certificates of insurance with the Lessor upon execution of this Lease and annually during the Lease term. All insurance required under this paragraph shall be primary over any other insurance coverage the Lessor may have, and shall be written with the Lessor and Airport Manager as an additional insured. In any event, the Lessee is fully responsible for all losses arising out of, resulting from or connected with operations under this Lease whether or not the losses are covered by insurance. The Lessor’s acceptance of insurance certificates that do not comply with these requirements will not release the Lessee from compliance with these provisions.

8.02. Casualty Coverage: The Lessee shall maintain in full force and effect during the term of this Lease a policy of insurance on the Texas Standard form of fire and extended coverage for all contents, goods, stock, and any personal property which is or may be situated upon the Leased Premises.
8.03. **Indemnity and Hold Harmless**

   a. **LESSEE AGREES TO HOLD HARMLESS, INDEMNIFY, AND DEFEND THE LESSOR AND AIRPORT MANAGER AND THEIR OFFICERS, AGENTS, OWNERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, AND ACTIONS BY THIRD PARTIES FOR LOSS OF LIFE, PERSONAL INJURY, OR PROPERTY DAMAGE ARISING IN CONNECTION WITH THE USE OF LESSEE’S PREMISES OR ANY AREAS OF THE AIRPORT BY LESSEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, SERVANTS, INVITEES, OR LICENSEES.**

   b. **LESSEE SHALL USE THE AIRPORT AND USE, OCCUPY, AND STORE PROPERTY ON ITS PREMISES AND ON ANY AREAS OF THE AIRPORT AT ITS OWN RISK, AND LESSEE AGREES TO HOLD HARMLESS AND RELEASE LESSOR AND AIRPORT MANAGER AND THEIR OFFICERS, AGENTS, OWNERS, AND EMPLOYEES FROM ALL CLAIMS, SUITS, AND ACTIONS BY LESSEE OR ITS OFFICERS, AGENTS, OWNERS, EMPLOYEES, SERVANTS, INVITEES, OR LICENSEES FOR LOSS OF LIFE, PERSONAL INJURY, OR PROPERTY DAMAGE OCCURRING ON LESSEE’S PREMISES OR ON ANY AREAS OF THE AIRPORT, INCLUDING THOSE RESULTING FROM THE SOLE NEGLIGENCE OR OTHER ACTIONABLE CONDUCT OF THE LESSOR OR AIRPORT MANAGER, THEIR OFFICERS, AGENTS, OWNERS, OR EMPLOYEES, OR FROM ACTS OR OMISSIONS OF THIRD PERSONS.**

   c. **LESSEE SHALL GIVE PROMPT NOTICE TO LESSOR AND AIRPORT MANAGER OF ANY ACCIDENT ON ITS PREMISES OR ANY AREAS OF THE AIRPORT, AND OF ANY DEFECTS IN THE RUNWAYS, TAXIWAYS, LIGHTING SYSTEMS, OR OTHER FACILITIES AT THE AIRPORT OF WHICH THE LESSEE IS AWARE.**

   d. **IN CASE LESSOR OR AIRPORT MANAGER, OR ANY OF THEIR OFFICERS, AGENTS, OWNERS, OR EMPLOYEES ARE MADE A PARTY TO ANY LITIGATION COMMENCED BY OR AGAINST LESSEE THAT IS COVERED BY THIS SECTION, THEN LESSEE SHALL HOLD LESSOR AND AIRPORT MANAGER, AND THEIR OFFICERS, AGENTS, OWNERS, AND EMPLOYEES HARMLESS FROM, AND LESSEE SHALL PAY, ALL COSTS AND EXPENSES RELATED TO THE LITIGATION, INCLUDING THE FEES OF ATTORNEYS AND EXPERT WITNESSES.**

   e. **LESSEE ASSUMES ALL RESPONSIBILITY AND AGREES TO PAY LESSOR AND AIRPORT MANAGER FOR ANY AND ALL INJURY OR DAMAGE TO LESSOR’S OR AIRPORT MANAGER’S PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF LESSEE, ITS OFFICERS, OWNERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, OR INVITEES.**
f. NEITHER LESSOR NOR AIRPORT MANAGER GUARANTEES POLICE PROTECTION OR SECURITY TO LESSEE OR ITS PROPERTY, AND LESSOR AND AIRPORT MANAGER SHALL NOT BE RESPONSIBLE FOR INJURY TO ANY PERSON ON THE LESSEE’S PREMISES OR FOR HARM TO ANY PROPERTY WHICH BELONGS TO LESSEE, ITS OFFICERS, OWNERS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES OR PATRONS, OR WHICH MAY BE STOLEN, DESTROYED OR IN ANY WAY DAMAGED; AND LESSEE HEREBY INDEMNIFIES AND HOLDS HARMLESS LESSOR AND AIRPORT MANAGER, THEIR OFFICERS, OWNERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUCH CLAIMS.

ARTICLE 9: CONDEMNATION

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

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

9.03. If this Lease is terminated as provided in this section, rent shall be paid up to the date that possession is taken by the condemning authority, and the Lessor shall make an equitable refund of any rent paid by the Lessee in advance.

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

ARTICLE 10: DAMAGE BY CASUALTY

10.01. The Lessee shall give immediate verbal notice, and prompt written notice to the Lessor of any damage caused to the Leased Premises by fire or other casualty.
10.02. If the Premises are totally destroyed by fire, tornado, or other casualty not the fault (in whole or in part) of Lessee or any person in or about the Premises with the express or implied consent of Lessee, or if not totally destroyed, if it should be so damaged by such a cause that rebuilding or repairs cannot reasonably be completed within 180 working days after the date of Lessor’s receipt of insurance proceeds in connection with the casualty, this Lease shall terminate, and rent shall be abated for the unexpired portion of this Agreement, effective as of the date of written notification.

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

a. If such damage to the Premises occurs during the Term hereof, Lessor may, at its sole cost and in its sole discretion, proceed to rebuild or repair the Premises to substantially the condition in which they existed upon commencement of this Lease. Lessee shall, at its sole cost and risk, be responsible for rebuilding or repairing any damaged improvements made by Lessee. If the Premises are untenantable in whole or in part following such damage, the rent payable during the period in which they are untenantable shall be adjusted equitably. In the event that Lessor should elect not to so rebuild or repair the Premises or fails to complete such rebuilding or repairs within 180 working days after the date of Lessor’s receipt of insurance proceeds in connection with the casualty, Lessor or Lessee may terminate this Lease by written notification. Upon such notification, all rights and obligations under this Lease shall cease.

10.04. If the destruction (in whole or in part) of the Premises is the result of or caused by (in whole or in part) any act or omission of Lessee, or any person in or about the Premises with the express or implied consent of Lessee (including, without limitation, Lessee’s representatives, agents, invitees, and contractors), Lessor may elect (at its sole option and in its sole discretion) to rebuild the Premises and the building or structure of which the Premises may be a part. If Lessor so elects to rebuild, Lessee shall pay Lessor the difference between the actual cost of rebuilding and any insurance proceeds received by Lessor as a result of the casualty destruction. Lessee’s obligations under this paragraph shall survive the termination of this Lease.

ARTICLE 11: ASSIGNMENT AND SUBLETTING

11.01. The Lessee shall not assign or sublet all or part of its interest in this Lease without the advance written consent of the Lessor. Consent by the Lessor to one (1) or more assignments or sublettings shall not operate as a waiver of the Lessor’s rights as to any subsequent assignments or sublettings. Notwithstanding subletting, the Lessee shall remain fully responsible and liable for the payment of the rent and for compliance with all of its other obligations under this Lease.
11.02. In the event of an assignment by the Lessor of all of its interest in this Lease to a person, firm or corporation that assumes all of the Lessor’s obligations, the Lessee agrees to look solely to the responsibility of the successor-in-interest of the Lessor. Any security given by the Lessee to secure performance of its obligations may be assigned and transferred by the Lessor to its successor-in-interest, and the Lessor shall be released of any further obligations under this Lease.

ARTICLE 12: EVENTS OF DEFAULT AND REMEDIES; TERMINATION

12.01. The following events shall be events of default by the Lessee under this Lease:

   a. The Lessee fails to pay when due any rental or any other sums or charges due under this Lease, and such failure continues for seven (7) days following written notice thereof (provided, however, that Lessor shall be obligated to give only two such notices in any calendar year, and after such two notices, Lessor will no longer be obligated to give any other notice under this Section within such calendar year).

   b. The Lessee fails to comply with any other term, provision, or covenant of this Lease, and does not cure the failure within thirty (30) days after written notice to the Lessee. However, if Lessee’s failure to comply cannot reasonably be cured within thirty (30) days, Lessee shall be allowed additional time (not to exceed sixty (60) days) as is reasonably necessary to cure the failure so long as Lessee commences to cure the failure within fifteen (15) days and Lessee diligently pursues a course of action that will cure the failure. For any subsequent default by the Lessee for the same or any other reason, the Lessor may terminate the Lease if that subsequent default continues for more than three (3) days after notice of the subsequent default.

   c. The Lessee becomes insolvent, makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors.

   d. The Lessee commences, or another party commences against the Lessee, proceedings in bankruptcy, for reorganization, or for the readjustment or arrangement of its debts under the bankruptcy laws of the United States or under any other law.

   e. A receiver or trustee is appointed for all or substantially all of the assets of the Lessee.

   f. The Lessee abandons or vacates all or any substantial portion of the Leased Premises for 120 consecutive days.

   g. Lessee defaults on any mortgage advanced by a lender to finance the Facilities, improvements, or fixtures for the Leased Premises

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

12.03. Upon the occurrence of any of the events of default, the Lessor shall have the option to pursue any one (1) or more of the following remedies without any notice or demand whatsoever:

a. Terminate this Lease. In this event the Lessee shall immediately surrender the Leased Premises to the Lessor, and if the Lessee fails to do so, the Lessor may enter and take possession of the Leased Premises and remove the Lessee and any other person occupying the premises, by force if necessary, without prejudice to any other remedy it may have for possession or arrearages in rent, and without being liable for any resulting damages. The Lessee agrees to pay to the Lessor the amount of all resulting costs, losses, and damages incurred by the Lessor within thirty (30) days of the Lessor’s issuance of a statement to the Lessee. If Lessor terminates this Lease, Lessee shall be deemed to have relinquished all right, title and interest in and to all real property improvements and the Facilities on the Leased Premises and such shall become the property of the Lessor.

b. Relet the Leased Premises and receive the rent. The Lessee agrees to pay to the Lessor any resulting costs, and any deficiency that may arise by reason of reletting, within thirty (30) days of the Lessor’s issuance of a statement to the Lessee.

c. Enter the Leased Premises, by force if necessary, without being liable for prosecution or any claim for damages, and do whatever the Lessee is obligated to do under the terms of this Lease. The Lessee agrees to reimburse the Lessor for any expenses the Lessor incurs in effecting compliance with the Lessee’s obligations under this Lease, within thirty (30) days of the Lessor’s issuance of a statement for the expenses to the Lessee. The Lessor and its officers, agents and employees shall not be liable for any damages or injuries that result to the Lessee from any action taken under this paragraph, whether caused by the negligence of the Lessor or otherwise.

12.04. The Lessor’s pursuit of any of these remedies will not preclude pursuit of any other remedies provided under this Lease or by law, nor will pursuit of any remedy constitute a waiver of any rent due to the Lessor or of any damages caused to the lessor by any violation of this lease by the Lessee. Any failure by the Lessor to enforce a remedy upon an event of default shall not be deemed to constitute a waiver of the default or of the Lessor’s right to insist on strict compliance with this Lease.

12.05. If it becomes necessary for the Lessor to employ an attorney to enforce or defend any of the Lessor’s rights or remedies because of any breach or default by the Lessee under this Lease, the Lessee agrees to pay all reasonable attorney’s fees incurred by the Lessor, within thirty (30) days of the Lessor’s issuance of a statement for the fees to the Lessee.
ARTICLE 13: LESSOR’S LIEN

13.01. The Lessee grants to the Lessor a valid first security interest upon all of the Lessee’s goods, chattels, furniture, trade fixtures, inventory and other property upon the Leased Premises to secure all rents and other sums due or to become due to the Lessor. The Lessee expressly waives all exemption laws in favor of this security interest; and it is agreed that this express security interest shall be in addition to, and not as a waiver of or substitute for any statutory or other liens of the Lessor. In connection with this security interest, it is agreed that in the event of a breach or default by the Lessee, the Lessor may exercise all rights and remedies provided to a secured party after default under the Uniform Commercial Code (“UCC”), as adopted and emended in Texas, with respect to all such property, including, without limitation, the right to take and retain possession of the property and to sell it at public or private sale, or to use it in any other manner authorized or provided in the UCC. Upon request by the Lessor, the Lessee agrees to execute and deliver UCC Financing Statements to the Lessor from time to time as the Lessor deems necessary to perfect the Lessor’s security interest in the property, and proceeds thereof under the provisions of the UCC.

ARTICLE 14: LESSEE’S MORTGAGE OF LEASEHOLD INTEREST

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

ARTICLE 15: OPERATION OF THE AIRPORT AND LESSOR’S ACCESS TO LEASED PREMISES

15.01 This Lease, and any interest granted to any lender or other third party by Lessee, shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States Government or the State of Texas, which relates to the operation or maintenance of the Airport and is required as a condition for the expenditure of federal funds for the development, maintenance or repair of Airport infrastructure. In the event that any such existing or future agreement directly causes a material restriction, impairment or interference with Lessee's primary operations on the Leased Premises ("Limitation") for a period of less than seven (7) calendar days, this Lease shall continue in full force and effect. If the Limitation lasts more than seven (7) calendar days, Lessee and Lessor shall negotiate in good faith to resolve or mitigate the effect of
the Limitation. If Lessee and Lessor are in good faith unable to resolve or mitigate the effect of the Limitation, and the Limitation lasts between seven (7) and one hundred eighty (180) days, then for such period (i) Lessee may suspend the payment of any rent due hereunder, but only if Lessee first provides adequate proof to Lessor that the Limitation has directly caused Lessee a material loss in revenue; (ii) subject to ordinary wear and tear, Lessor shall maintain and preserve the Leased Premises and its improvements in the same condition as they existed on the date such Limitation commenced; and (iii) the term of this Lease shall be extended, at Lessee's option, for a period equal to the duration of such Limitation. If the Limitation lasts more than one hundred eighty (180) days, then (i) Lessor and Lessee may, but shall not be required to, (a) further adjust the payment of rent and other fees or charges, (b) renegotiate maintenance responsibilities and (c) extend the term of this Lease, or (ii) Lessee may terminate this Lease upon thirty (30) days' written notice to Lessor.

15.02 It is specifically understood and agreed that this Lease does not grant or authorize an exclusive right for conducting any aeronautical activity which is unlawfully discriminatory. The Lessee specifically agrees not to discriminate in its use of the Leased Premises in any manner prohibited by Federal Aviation Administration Regulations. The Lessee further agrees to comply with any nondiscrimination enforcement procedures required by the Federal government.

15.03 The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions; and to limit the Lessee from erecting any building or structure on the Airport or on the Leased Premises that would limit the usefulness of the Airport or constitute a hazard to aircraft.

15.04 The Lessor reserves the right to further develop the Airport as it sees fit regardless of the desires of the Lessee, and without any hindrance or interference from the Lessee. The Lessor expressly reserves the right to grant leases and privileges to other persons with respect to the Airport, even though the purposes for which these leases are given are the same and duplicate those contained in this Lease.

15.05 This Lease shall be subject to and in conformance with all City, State and Federal ordinances, statutes and regulations.

15.06 Lessee, for itself, its personal representative, successors in interest and assigns, as part of the consideration herein, agrees that no person shall be excluded from participation in or denied the benefits of Lessee’s use of Airport on the basis of race, color, national origin, religion, handicap, or gender. Lessee further agrees for itself, its personal representatives, successors in interest and assigns that no person shall be excluded from the provision of any service on or in the construction of any improvements or alterations to the Premises on grounds of race, color, national origin, religion, handicap, or gender. In addition, Lessee covenants and agrees that it will at all times comply with any requirements imposed by or pursuant to Title 49 of the Code of Federal Regulations, Part 121, Non-Discrimination in Federally Assisted Programs of the Department of Transportation and with any amendments to this regulation which may hereafter be enacted.
IF ANY CLAIM ARISES FROM AN ALLEGED VIOLATION OF THIS NON-DISCRIMINATION COVENANT BY LESSEE, ITS PERSONAL REPRESENTATIVES, SUCCESSORS IN INTEREST OR ASSIGNS, USER AGREES TO INDEMNIFY LESSOR AND AIRPORT MANAGER AND THEIR OFFICERS, OWNERS, AGENTS, SERVANTS, AND EMPLOYEES AND HOLD THEM HARMLESS FROM ANY LOSS OR LIABILITY.

15.07 During the time of war or national emergency, the Lessor shall have the right to Lease all or part of the landing areas at the Airport to the Federal government for military use, and, if a Lease is executed, the provisions of this Lease shall be suspended to the extent they are inconsistent with the provisions of the Lease to the government.

15.08 Lessor or Airport Manager, through their officers, agents, servants, or employees, shall have the full reasonable right to enter the Leased Premises during normal business hours, except in the event of an emergency, for the purposes of doing any and all things Lessor is authorized or required to do under the terms of this Lease, or for the purpose of performing proper inspections under Health, Mechanical, Building, Electrical, Plumbing, and Fire Codes, or other health, safety, and general welfare regulations. The Lessor shall not be liable to the Lessee for any expense, loss, or damage from any such entry upon the Leased Premises. Lessor shall provide Lessee with advance notice of inspection as is reasonable under the circumstance.

15.09 The right to furnish aeronautical services to the public is granted to the Lessee subject to the Lessee agreeing:

a. To furnish the services on a fair, equal and nondiscriminatory basis to all users, and

b. To charge fair, reasonable and nondiscriminatory discounts, rebates, or similar price reductions to volume purchasers.

ARTICLE 16: MISCELLANEOUS

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

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

16.03. This Lease may be amended only by an instrument in writing signed by both parties. This Lease shall apply to and be binding upon the parties, and upon their respective successors in interest and legal representatives, unless otherwise expressly provided in this Lease.
16.04. The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions of this Lease.

16.05. One (1) or more waivers of any covenant, term or condition of this Lease by either party shall not be deemed as a waiver by that party as to any subsequent similar act or omission.

16.06. Whenever a period of time is prescribed for action to be taken by the Lessor or Lessee, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes beyond the reasonable control of the Lessor or Lessee shall be excluded from the computation of any such period of time.

16.07. The Lessor further covenants that the Lessee shall have and enjoy undisturbed possession of the Leased Premises as long as the Lessee fully complies with this Lease. This Lease is subject, however, to the right of the Federal government to use and control the Airport during periods of national emergency; and is also subject to the right of the Federal government to take all or a portion of the Airport for federal activities.

16.08. This Lease shall not be construed as creating the relationship of principal and agent or of partnership or of joint venture between the parties. The only relationship between the parties is only that of Lessor and Lessee.

16.09. The Lessee warrants that it has had no dealings with any broker or agent in connection with the negotiation or execution of this Lease and the Lessee agrees to indemnify and hold the Lessor harmless from and against any and all costs, expense or liability for commissions or other compensation and charges claimed by any other broker or agent with respect to this Lease.

16.10. The parties agree that the laws of the State of Texas shall govern this Lease and that exclusive venue for enforcement of this Lease shall lie in Hays County, Texas.

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

16.12. Wherever any notice is required or permitted under this Lease, the notice shall be in writing and sent by certified mail, return receipt requested, addressed to the respective party at the following addresses. The Lessee shall provide the Lessor and Airport Manager with advance written notice of any change in its address.

**Lessor:**
City of San Marcos
630 East Hopkins Street
San Marcos, TX 78666

**Lessee:**
Civil Air Patrol
1915 Airport Drive
San Marcos, TX 78666

**Airport Manager:**
Texas Aviation Partners
1807 Airport Drive, Suite 200
San Marcos, TX 78666

**ARTICLE 17: Airport Manager**
17.01. All parties agree that City may choose to exercise any of its powers under this Lease through its duly-appointed Airport Manager. The currently-appointed Airport Manager is Texas Aviation Partners, LLC with a physical address of 4400 HWY 21, San Marcos, Texas 78666 and a mailing address as indicated above.

EXECUTED BY THE CITY OF SAN MARCOS THIS _________ DAY OF _____________________, 20___________.

BY: ______________________________________

Printed Name and Title: __________________________________________________________

STATE OF TEXAS

COUNTY OF _____________

This instrument was acknowledged before me on this _____ day of ____________, 20____, by ________________________________, proved to me through __________________________ to be the person whose name is subscribed to this instrument.

Notary Seal __________________________________

Notary Public – State of Texas

EXECUTED BY MANAGER THIS _________ DAY OF _____________________, 20___________.

Page 16 of 17
BY: ______________________________________

Printed Name and Title: ______________________________________________________

STATE OF TEXAS
COUNTY OF _____________

This instrument was acknowledged before me on this ______ day of _____________, 20____, by ____________________________, proved to me through ____________________________ to be the person whose name is subscribed to this instrument.

Notary Seal

Notary Public – State of Texas

EXECUTED BY TENANT THIS _________ DAY OF _____________________, 20___________.

TENANT OF SPACE: ____________

BY: ______________________________________

Printed Name: _____________________________________________________________

STATE OF TEXAS
COUNTY OF _____________

This instrument was acknowledged before me on this _____ day of _____________, 20____, by ____________________________, proved to me through ____________________________ to be the person whose name is subscribed to this instrument.

Notary Seal

Notary Public – State of Texas
AGENDA CAPTION:
Consider approval of Resolution 2017-40R, approving the terms and conditions of a shared hangar lease agreement for use at the San Marcos Regional Airport; authorizing the Interim City Manager to execute said agreements; and declaring an effective date.

Meeting date: March 7, 2017

Department: San Marcos Regional Airport

Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

CITY COUNCIL GOAL: Economic Development

COMPREHENSIVE PLAN ELEMENT(s): Economic Development - Goal 6
Promote and support the maximum potential of the San Marcos Municipal Airport

BACKGROUND:
At the end of a long-term ground lease, hangars revert in ownership to the City. There are currently two such hangars available for lease.

These hangars are simple “box” style facilities that are not conducive to commercial use based on their location and lack of bathroom and office facilities.

Rather than lease each hangar to one user, Texas Aviation Partners recommends leasing the space to two or three individual users. This will mean more pilots have access to hangar storage while increasing revenue to the City.

The attached form would be used for such leases. Terms would be for no less than one year and would be executed by the City Manager or his/her designee.
RESOLUTION NO. 2017- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING THE TERMS AND CONDITIONS OF A SHARED HANGAR LEASE AGREEMENT FOR USE AT THE SAN MARCOS REGIONAL AIRPORT; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE SAID AGREEMENTS; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The attached Shared Hangar Lease Agreement is hereby approved.

PART 2. The City Manager is authorized to sign these Agreements on behalf of the City.

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

ADOPTED on March 7, 2017.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
SAN MARCOS REGIONAL AIRPORT
SHARED HANGAR SPACE AGREEMENT

STATE OF TEXAS
COUNTY OF CALDWELL

THIS SAN MARCOS REGIONAL AIRPORT SHARED HANGAR SPACE AGREEMENT ("Agreement") is made and entered into by and between the City of San Marcos, a municipal corporation of the State of Texas ("Lessor" OR "City"), acting by and through its Airport Manager, Texas Aviation Partners, LLC, a Texas Limited Liability Corporation ("Airport Management") and ____________________________________ ("Lessee")

1. **Lease of the Hangar Space:** Lessor hereby leases to Lessee hangar space in a hangar ("Hangar" or "Hangar Space") located at ______________________________ at San Marcos Regional Airport (the "Airport"). The Hangar Space should be used and occupied by Lessee solely for the storage of a __________________________ Registration No. N____ (the "Aircraft").

2. **Term:** This Agreement shall commence on __________________________, ("Commencement Date") and will continue in effect until ______________________, ("Expiration Date").

3. **Rent:** For the use of the Hangar Space, Lessee agrees to pay Lessor $_____________ per month, payable in advance on the first day of each month.

   A payment shall be considered past due if, after the fifth (5th) day of the month in which the payment is due, Lessor has not received full payment

   Following the Expiration Date of the Primary Term, Lessor may in its sole discretion make changes to this Lease (including, without limitation, changes regarding the amount of rent) without Lessee's consent or agreement.

   In the event Lessee holds over after the expiration of this lease, such hold over status will create a month-to-month tenancy. In this event, Lessee agrees to pay the rental at the date of expiration of this Lease plus fifty (50%) percent. Said holdover tenancy will be subject to all other terms and conditions of this Lease.

4. **Method of Payment:** Rent is payable to Airport Management by e-check or credit card through the website provided by Management.
5. **Late Charges:** If Airport Management does not receive payment in the full amount on the 5th day of the month in which it is due, Lessee will pay Airport Management for each late payment an initial late charge equal to $25.00 and additional late charges of $10.00 per day thereafter until the amount due including late charges is paid in full. Additional late charges may not exceed more than 15 days in any one month.

6. **Returned Checks:** In addition to any late charges, Lessee shall reimburse Lessor or Airport Management for each check Lessee tenders to Airport Management that is returned or not honored for any reason. Lessee must make any returned check good by paying such amount(s) plus any associated charges in certified funds.

7. **Services Provided:** Lessor shall provide one (1) key to Lessee during the term of this Agreement. Lessee shall not copy key without written permission from Lessor. Lessee shall return the key to Lessor upon move-out. Lessee shall be solely responsible for the towing or repositioning of its Aircraft into and out of the Hangar. Lessee shall be solely responsible for the securing of its Aircraft while positioned in the Hangar Space. Lessee shall ensure the Aircraft is secured in such a manner that enables other Hangar Space Lessees to tow or reposition their Aircraft at any time for the purposes of ingress and egress to their portion of the Hangar. Lessor has the right to reposition Lessee’s aircraft within the hangar at any time. Lessor will maintain the structural components of the Hangar, including doors and door mechanisms, and Lessor will provide light, water, electricity (if applicable) and normal building maintenance without additional cost to Lessee.

8. **Use of the Hangar:** The Hangar shall be used only for storage of the Aircraft. No commercial activity of any kind whatsoever shall be conducted by Lessee. Lessee and its invitees shall not engage in any unlawful use of the Premises. Lessee agrees to comply with all federal, state, and local laws; all ordinances, the published rules and regulations of San Marcos Regional Airport, and all rules and regulations established by the Lessor or Airport Management. Lessee shall keep the floor of the Hangar clean and free of debris at all times. On the termination of this Agreement, by expiration or otherwise, Lessee shall immediately surrender possession of the Hangar Space and shall remove, at its sole expense, the Aircraft and all other property, leaving the Hangar Space in the same condition as when received, ordinary wear and tear expected. Lessee shall be liable for any and all damage to the Hangar or to the Hangar Space caused by Lessee’s use. Lessee acknowledges that the Hangar will be occupied by several individual lessees. Lessee shall cooperate with other lessees and not utilize the hangar in a way that interferes with other lessees’ use or movement of their aircraft.

9. **Maintenance:** No maintenance on the Aircraft shall be performed in the Hangar without advance written approval of Lessor, except such minor preventative maintenance as allowed in Part 43, Appendix A, Paragraph C of the Federal Aviation Regulations (FARs). Lessee shall take steps to ensure that the performance of such maintenance work shall not damage the Hangar or other area where the work is performed.
10. **Sublease/Assignment:** Lessee shall have no right to sublease the Hangar Space or to assign this Agreement.

11. **Condition of Premises:** Lessee shall accept the Hangar Space in its present condition without any liability or obligation on the part of Lessor to make any alterations, improvements, or repairs of any kind on or about said Hangar Space.

12. **Alterations:** Lessee agrees not to install any fixtures or make any alterations, additions or improvements to the Hangar Space without the prior written approval of Lessor.

13. **Insurance:** Lessee shall procure and maintain at all times, in full force and effect, a policy or policies of insurance as set forth in the Minimum Standards. All insurance required under this paragraph shall be primary over any other insurance coverage the Lessee may have, and shall be written with the City of San Marcos and Texas Aviation Partners, LLC. as additional insureds.

14. **Casualty:** In the event the Hangar or the Hangar Space, or the means of access thereto, shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the Hangar Space is not rendered untenantable by such damage. If the Hangar Space is rendered untenantable and Lessor elects to repair the Hangar or Hangar Space, the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts or omissions of Lessee, in which case the rent shall not abate. If the Hangar or Hangar Space is rendered untenantable and Lessor elects not to repair the Hangar or Hangar Space, this Agreement shall terminate.

15. **INDEMNITY AND HOLD HARMLESS**

   a. **LESSEE AGREES TO HOLD HARMLESS, INDEMNIFY, AND DEFEND THE LESSOR AND AIRPORT MANAGEMENT AND THEIR OFFICERS, AGENTS, OWNERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, AND ACTIONS BY THIRD PARTIES FOR LOSS OF LIFE, PERSONAL INJURY, OR PROPERTY DAMAGE ARISING IN CONNECTION WITH THE USE OF LESSEE’S PREMISES OR ANY AREAS OF THE AIRPORT BY LESSEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, SERVANTS, INVITEES, OR LICENSEES.**

   b. **LESSEE SHALL USE THE AIRPORT AND USE, OCCUPY, AND STORE PROPERTY ON ITS PREMISES AND ON ANY AREAS OF THE AIRPORT AT ITS OWN RISK, AND LESSEE AGREES TO HOLD HARMLESS AND RELEASE LESSOR AND AIRPORT MANAGEMENT AND THEIR OFFICERS, AGENTS, OWNERS, AND EMPLOYEES FROM ALL CLAIMS, SUITS, AND ACTIONS BY LESSEE OR ITS OFFICERS, AGENTS, OWNERS, EMPLOYEES, SERVANTS, INVITEES, OR LICENSEES FOR LOSS OF LIFE, PERSONAL INJURY, OR PROPERTY DAMAGE ARISING FROM**
ANY CONDITION OF THE PREMISES OF THE AIRPORT OR FROM ACTS OR OMISSIONS OF THIRD PERSONS.

c. LESSEE SHALL GIVE PROMPT NOTICE TO LESSOR AND AIRPORT MANAGEMENT OF ANY ACCIDENT ON ITS PREMISES OR ANY AREAS OF THE AIRPORT, AND OF ANY DEFECTS IN THE RUNWAYS, TAXIWAYS, LIGHTING SYSTEMS, OR OTHER FACILITIES AT THE AIRPORT OF WHICH THE LESSEE IS AWARE.

d. IN CASE LESSOR OR AIRPORT MANAGEMENT, OR ANY OF THEIR OFFICERS, AGENTS, OWNERS, OR EMPLOYEES ARE MADE A PARTY TO ANY LITIGATION COMMENCED BY OR AGAINST LESSEE THAT IS COVERED BY THIS SECTION, THEN LESSEE SHALL HOLD OPERATOR AND AIRPORT MANAGEMENT, AND THEIR OFFICERS, AGENTS, OWNERS, AND EMPLOYEES HARMLESS FROM, AND LESSEE SHALL PAY, ALL COSTS AND EXPENSES RELATED TO THE LITIGATION, INCLUDING THE FEES OF ATTORNEYS AND EXPERT WITNESSES.

e. LESSEE ASSUMES ALL RESPONSIBILITY AND AGREES TO PAY LESSOR AND AIRPORT MANAGEMENT FOR ANY AND ALL INJURY OR DAMAGE TO LESSOR’S OR AIRPORT MANAGEMENT’S PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF LESSEE, ITS OFFICERS, OWNERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, OR INVITEES.

f. NEITHER LESSOR NOR AIRPORT MANAGEMENT GUARANTEES POLICE PROTECTION OR SECURITY TO LESSEE OR ITS PROPERTY, AND LESSOR AND AIRPORT MANAGEMENT SHALL NOT BE RESPONSIBLE FOR INJURY TO ANY PERSON ON THE LESSEE’S PREMISES OR FOR HARM TO ANY PROPERTY WHICH BELONGS TO LESSEE, ITS OFFICERS, OWNERS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES OR PATRONS, OR WHICH MAY BE STOLEN, DESTROYED OR IN ANY WAY DAMAGED; AND LESSEE HEREBY INDEMNIFIES AND HOLDS HARMLESS LESSOR AND AIRPORT MANAGEMENT, THEIR OFFICERS, OWNERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUCH CLAIMS.

16. Default: The following events shall be events of default by Lessee under this Agreement:

a. The Lessee fails to pay when due any rental or any other sums or charges due under this Agreement, and such failure continues for seven (7) days following written notice thereof (provided, however, that Lessor shall be obligated to give only two such notices
in any calendar year, and after such two notices, Lessor will no longer be obligated to give any other notice under this Section within such calendar year).

b. The Lessee fails to comply with any other term, provision, or covenant of this Agreement, and does not cure the failure within thirty (30) days after written notice to the Lessee. However, if Lessee’s failure to comply cannot reasonably be cured within thirty (30) days, Lessee shall be allowed additional time (not to exceed sixty (60) days) as is reasonably necessary to cure the failure so long as Lessee commences to cure the failure within fifteen (15) days and Lessee diligently pursues a course of action that will cure the failure. For any subsequent default by the Lessee for the same or any other reason, the Lessor may terminate the Agreement if that subsequent default continues for more than three (3) days after notice of the subsequent default.

c. The Lessee becomes insolvent, makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors.

d. The Lessee commences, or another party commences against the Lessee, proceedings in bankruptcy, for reorganization, or for the readjustment or arrangement of its debts under the bankruptcy laws of the United States or under any other law.

e. A receiver or trustee is appointed for all or substantially all of the assets of the Lessee.

f. The Lessee abandons or vacates all or any substantial portion of Lessee’s Premises for 120 consecutive days.

The acceptance by the Lessor of the Lessee’s monthly payments after the occurrence of any event of default shall in no way constitute a waiver by the Lessor of its right to exercise any remedy provided for any event of default.

Termination of Agreement. Any breach, default or failure by Lessee to keep and/or perform faithfully any of the terms of this Agreement shall be cause for Lessor to terminate this Agreement immediately. In this event, Lessor or Airport Management shall deliver to Lessee a written notice of termination which will include a reasonable description of the breach or default justifying the termination.

If it becomes necessary for the Lessor or Airport Management to employ an attorney to enforce or defend any of the Lessor’s or Airport Management’s rights or remedies because of any breach or default by the Lessee under this Agreement, the Lessee agrees to pay all reasonable attorney’s fees incurred by the Lessor and Airport Management, within thirty (30) days of the Lessor’s issuance of a statement for the fees to the Lessee.

17. Governing Law: Should any action, whether real or asserted, at law or in equity, arise out of the terms of this Agreement or by Lessee’s operations on the Premises, exclusive venue for
such action shall lie in Hays County, Texas. This Agreement shall be governed by the laws of the State of Texas.

18. **Relationship of Parties:** This Agreement shall not be construed as creating the relationship of principal and agent or of partnership or of joint venture between the parties. The only relationship between the parties is that of Lessor and Lessee.

19. **Notices:** Notices required of either party pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, or (2) mailed in the United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified hereunder. The parties may change their address by giving notice. Should any party fail or refuse delivery of certified mail, notice is deemed received three (3) days after being sent by regular mail:

LESSOR:  
City of San Marcos  
630 E. Hopkins  
San Marcos, Texas 78666

MANAGER:  
Texas Aviation Partners  
1807 Airport Drive, Suite 200  
San Marcos, Texas 78666

LESSEE:

EXECUTED BY THE CITY OF SAN MARCOS ON __________________________

Signature: ____________________________

Printed Name and Title: __________________________________________________

EXECUTED BY MANAGER ON ______________________________

Signature: ____________________________

Printed Name and Title: __________________________________________________

EXECUTED BY TENANT ON _________________________________

Signature: ____________________________

Printed Name: __________________________________________________________
AGENDA CAPTION:
Consider approval of Resolution 2017-41R, approving the award of a construction contract to Insituform Technologies, LLC for the East Side Interceptor 30/36 inch Wastewater Project in the total amount of $353,745.00 through the Texas Local Government Purchasing Cooperative Buyboard Contract for Cipp, underground asset renewal and water tank asset management (Buyboard Contract #462-14) contingent upon the contractor’s timely submission of sufficient bonds and insurance in accordance with the City’s construction contract documents for the project; authorizing the Interim City Manager or her designee to execute all contract documents on behalf of the City and declaring an effective date.

Meeting date: March 7, 2017

Department: Engineering and Capital Improvements (Kirk Abbott)

Funds Required: $353,745.00
Account Number: C544
Funds Available: $354,000
Account Name: East Side Interceptor 36-Inch Wastewater

CITY COUNCIL GOAL: Goal #5: Maintain and improve the City’s infrastructure

COMPREHENSIVE PLAN ELEMENT(s):

LAND USE
Goal 1: Direct Growth, compatible with surrounding uses
   LUG105: Align infrastructure plans to achieve preferred scenario

BACKGROUND:

The Texas Local Government Purchasing Cooperative (“Buyboard”) has awarded a contract for CIPP, Underground Asset Renewal and Water Tank Asset Management (Buyboard Contract 462-14) to Insituform Technologies, LLC. The attached proposal from Insituform Technologies, LCC is for construction phase services for rehabilitating, by lining, two ductile iron sections of wastewater line. The existing lining is delaminating from the interior surface thus exposing the iron pipe to the corrosive gases of the wastewater flow. In some locations the lining has completely failed and come away from the pipe. Further break away of the lining increases the potential for blockages, overflows, and corrosion of the pipe. The two sections of pipe are:
• Approximately 620 ft. of 30-inch sewer main between IH-35 Frontage Road and Whataburger, Johnny Carino’s, Newk’s Eatery, and 54th Street restaurants.
• Approximately 185 ft of 30 and 36-inch sewer line under Highway 123 by Whataburger.

The schedule for this project is being accelerated (from early 2018) to avoid potential interference with the new Olive Garden restaurant located near the project limits, and prevent potential maintenance issues in the near future.

The construction duration is approximately six weeks.

Staff recommends approval of this agreement.
RESOLUTION 2017- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING THE AWARD OF A CONSTRUCTION CONTRACT TO INSITUFORM TECHNOLOGIES, LLC FOR THE EAST SIDE INTERCEPTOR 30/36 INCH WASTEWATER PROJECT IN THE TOTAL AMOUNT OF $353,745.00 THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD CONTRACT FOR CIPP, UNDERGROUND ASSET RENEWAL AND WATER TANK ASSET MANAGEMENT (BUYBOARD CONTRACT #462-14) CONTINGENT UPON THE CONTRACTOR’S TIMELY SUBMISSION OF SUFFICIENT BONDS AND INSURANCE IN ACCORDANCE WITH THE CITY’S CONSTRUCTION CONTRACT DOCUMENTS FOR THE PROJECT; AUTHORIZING THE INTERIM CITY MANAGER OR HER DESIGNEE TO EXECUTE ALL CONTRACT DOCUMENTS ON BEHALF OF THE CITY AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The award of a construction contract to Insituform Technologies, LLC for the East Side Interceptor 30/36 Inch Wastewater Project in the total amount of $353,745.00 through the Texas Local Government Purchasing Cooperative Buyboard Contract for CIPP, Underground Asset Renewal and Water Tank Asset Management (Buyboard Contract #462-14) is approved contingent upon the Contractor’s timely submission of sufficient bonds and insurance in accordance with the City’s construction contract documents for the Project.

PART 2. The Interim City Manager, or her designee, is authorized to execute the contract documents on behalf of the City.

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

ADOPTED this the day of , 2017.

John Thomaides,
Mayor

Attest:

Jamie Lee Case,
City Clerk
January 30, 2017

Kirk Abbott, P.E.
Engineering / Capital Improvements
City of San Marcos
630 E. Hopkins
San Marcos, TX 78666

Project Name: Eastside Interceptor Rehabilitation

Insituform Technologies, LLC herein proposes to furnish all labor, materials, equipment and services with the noted exclusions, for accomplishing the referenced task (as described in the project location maps and information presented by the City of San Marcos) utilizing The Local Government Purchasing Cooperative Contract #462-14 administered through the BuyBoard.

Assumptions and Qualifications

We have based this proposal on a nominal wall thickness for the Insitutube as shown in the price. This is based on the best available information at the time of this proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.

Laterals. During TV inspection all side sewers are verified, using best practical efforts, to determine if each is an active hook up. Normal practice only reinstates those, which are active. You may direct us to reinstate all or specific laterals as you desire. This proposal, unless otherwise stated, assumes that all laterals will be reconnected, and all will be internally reconnected using the Insitucutter. Specific service connections will not be reconnected only when written directions are received from the Owner. The Owner will indemnify and hold INSITUFORM TECHNOLOGIES, LLC. harmless from all claims arising from backups and other effects of such actions or inaction’s from services not opened at the owner’s request. In the event that Insituform is unable to locate or reconnect a service lateral internally, the Prime Contractor will externally reconnect the service at no cost to Insituform.

Insituform will supply the Owner, Payment, and Performance Bonds and Certificate of Insurance as per pay item provided following acceptance of this proposal.

Water shall be provided at no cost to Insituform for all construction phases of this project. We shall follow all required deposit, backflow prevention, and metering procedures.

Proposal Terms and Conditions

The pricing in this proposal assumes that all Technical Specifications set forth by the BuyBoard will be strictly adhered to. Any changes to these specifications must be noted and agreed upon by both parties prior to finalizing the proposal pricing.
## Proposal Pricing

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<td>Set Up 12” Piping</td>
<td>LF</td>
<td>2,500</td>
<td>$26.00</td>
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<tr>
<td>8</td>
<td>Operate 8” pumping System</td>
<td>DAY</td>
<td>7</td>
<td>$1,650.00</td>
<td>$11,550.00</td>
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<tr>
<td>9</td>
<td>Travel and Mobilization (CIPP crew)</td>
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<td>10</td>
<td>30’ x 12.0mm</td>
<td>LF</td>
<td>745</td>
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<tr>
<td>11</td>
<td>36” Additional 1.5mm</td>
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<td>745</td>
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<tr>
<td>12</td>
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<tr>
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<td>CIPP Short Length Add-On (&lt;300 LF)</td>
<td>INDIA/FT</td>
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<td>24’ - 36’ CIPP Setup Charge Per Install Length</td>
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<td>795</td>
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<td>Traffic control</td>
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<tr>
<td>19</td>
<td>Flagmen</td>
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<td>20</td>
<td>$40.00</td>
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<tr>
<td>20</td>
<td>Lighted Arrow Board (Per Arrow Board)</td>
<td>Day</td>
<td>15</td>
<td>$250.00</td>
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<tr>
<td>21</td>
<td>Shadow vehicle for traffic control</td>
<td>Day</td>
<td>15</td>
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<tr>
<td>22</td>
<td>TXDOT Traffic control add on</td>
<td>Day</td>
<td>15</td>
<td>$200.00</td>
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<tr>
<td>23</td>
<td>Routing Bypass discharge through storm drains</td>
<td>LS</td>
<td>1</td>
<td>$13,000.00</td>
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<tr>
<td>24</td>
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<td>LS</td>
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<td>$4,780.00</td>
</tr>
</tbody>
</table>

**Offered By:**

**INSITUFORM TECHNOLOGIES, LLC.**

**Accepted By:**

**CITY OF SAN MARCOS, TX**

**TIM NAYLOR**

512-677-8732

**Signature**

**Date**

**NAME**

**TITLE**

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document it shall not be acknowledged without this accepted proposal as an attachment.
AGENDA CAPTION:
Consider approval of Resolution 2017-42R, approving an amendment to the Affordable/Workforce Housing Policy that establishes criteria for the City Council’s consideration of requests to provide that City Council consideration of tax credit projects for large multi family developments shall be limited to projects that provide age restricted housing or projects that provide ; and declaring an effective date.

Meeting date: March 21, 2017

Department: Planning and Development Services

Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

CITY COUNCIL GOAL: Beautify and Enhance the Quality of Place

COMPREHENSIVE PLAN ELEMENT(s): Neighborhoods and Housing; Goal #3 Develop an affordable housing program.

BACKGROUND:
The City Council Affordable Housing Subcommittee met on February 17, 2017 to discuss the establishment of a policy to address Low Income Housing Tax Credit Projects. This proposed amendment to the affordable housing policy provides direction and criteria to be used in the consideration of Low Income Housing Tax Credit Projects.
RESOLUTION NO. 2017- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING AN AMENDMENT TO THE AFFORDABLE/WORKFORCE HOUSING POLICY THAT ESTABLISHES CRITERIA FOR THE CITY COUNCIL’S CONSIDERATION OF REQUESTS TO DEVELOP LOW INCOME HOUSING TAX CREDITS PROJECTS; AND DECLARING AN EFFECTIVE DATE.

RECITALS:

1. The City Council wishes to adopt a policy regarding its consideration of requests to develop Low Income Housing Tax Credit Projects.

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

PART 1. The attached Affordable/Workforce Housing Policy, as amended to include a Low Income Housing Tax Credit Policy, is hereby approved.

PART 2. This Resolution shall be in full force and effect immediately from and after its passage.

ADOPTED on March 7, 2017.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
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:

- 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. This number will be the basis of incentives developed under this policy unless otherwise specified.
  - Example: the 2008-2012 American Community Survey data shows that the Median San Marcos Family Income is $48,482;

- 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 San Marcos MFI.
  - Example: Based on $48,482 San Marcos MFI, 80% would be $38,786

- 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 San Marcos MFI.
  - Example: Based on $48,482 San Marcos MFI, 140% would be $67,875

- 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-OWNED 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 stores 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)

1. **LOW INCOME HOUSING TAX CREDIT PROJECTS FOR LARGE MULTI-FAMILY DEVELOPMENTS ARE RESERVED FOR AGE RESTRICTED (55+) COMMUNITIES ONLY.**
   
   a. Ensure that age restricted LIHTC projects provide adequate services to support the residents.
      
      i. No exemptions from local taxes should be given.
      ii. Locate projects in medium or high intensity zones on the Preferred Scenario Map.
      iii. Locate projects in proximity to private services such as grocery, medical facilities, and jobs.
      iv. Locate projects within ¼ mile of bus stops.
      v. Provide sidewalks along the street and pedestrian connections within the development.

2. **GENERAL LOW INCOME HOUSING TAX CREDIT PROJECTS ARE RESERVED FOR ONE AND TWO FAMILY LOTS ONLY.**
   
   a. Ensure that LIHTC projects provide adequate services to support the residents.
      
      i. No exemptions from local taxes should be given.
      ii. Locate projects in medium or high intensity zones on the Preferred Scenario Map.
      iii. Locate projects in proximity to private services such as grocery, medical facilities, schools and jobs.
      iv. Locate projects within ¼ mile of public transportation.
      v. Provide sidewalks along the street and pedestrian connections within the development.
AGENDA CAPTION:
7:00PM Receive a Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2017-10, annexing into the City, pursuant to a request for voluntary annexation, 1.143 acres of land, more or less, out of the Cyrus Wickson Survey, Abstract no. 474, Hays County, Texas, located on East McCarty Lane, Northwest of the intersection with Rattler Road; approving a service plan for this area; and including procedural provisions; and consider approval of Ordinance 2017-10 on the first of two readings.

Meeting date: March 7, 2017

City of San Marcos

Department: Planning and Development Services

Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

CITY COUNCIL GOAL: Protect and Preserve the San Marcos River and Edwards Aquifer Recharge Zone.

COMPREHENSIVE PLAN ELEMENT(s): Neighborhood and Housing Goal 3

BACKGROUND:
This is a voluntary annexation request submitted by Bill Fisher, on behalf of Jaster Edmund Hays County Partnership, for approximately 1.143 acres for a multifamily complex located along East McCarty Road, northwest of the intersection with Rattler Road. The applicant is also in the process of a Zoning Change to MF-18. The property owner of this parcel originally did not want to be included in the annexation of the larger tract that is currently being processed, shown on attached maps as “AN-17-01.”

Texas Local Government Code §43.028 allows for the owner of an area that is one-half mile or less in width, contiguous to the annexing municipality, and without residents or fewer than three qualified voters residing on the property to voluntarily request annexation. The subject property meets the criteria of this section.

Below is the schedule for proceeding with this request per Section 43.028 Texas Local Government Code:

Public Hearing and First Reading Date and Time: March 7, 2017; 7:00 p.m.
Second Reading Date and Time: March 21, 2017; 6:00 p.m.
A service plan for this annexation is included in the attachments.

Staff recommends approval of this request.
ORDINANCE NO. 2017-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS ANNEXING INTO THE CITY, PURSUANT TO A REQUEST FOR VOLUNTARY ANNEXATION, 1.143 ACRES OF LAND, MORE OR LESS, OUT OF THE CYRUS WICKSON SURVEY, ABSTRACT NO. 474, HAYS COUNTY, TEXAS, LOCATED ON EAST MCCARTY LANE, NORTHWEST OF THE INTERSECTION WITH RATTLER ROAD; APPROVING A SERVICE PLAN FOR THIS AREA; AND INCLUDING PROCEDURAL PROVISIONS.

RECITALS:

1. The owner of that certain 1.143 acres of land, more or less, out of the Cyrus Wickson Survey, Abstract No. 474, Hays County, Texas, located on McCarty Lane northwest of the intersection with Rattler Road (the “Property”) has filed a petition for voluntary annexation of the Property. The Property is further described by in Exhibit “A,” attached hereto and incorporated herein for all purposes.

2. The City Council of the City of San Marcos, Texas has conducted all necessary public hearings regarding the petition.

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

4. The requirements of Chapter 43 of the Texas Local Government Code and other applicable laws have been met.

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

SECTION 1. The recitals of this ordinance are approved and adopted.

SECTION 2. The Property is annexed into and is a part of the City of San Marcos, Texas and subject to the acts, ordinances, resolutions and regulations of the City.

SECTION 3. The Service Plan for the Property, a copy of which is attached hereto as Exhibit “B” and incorporated herein for all purposes, is approved.

SECTION 4. The corporate limits of the City are extended to include the Property.

SECTION 5. The inhabitants in the Property are entitled to all the rights and privileges of all citizens of the City, and are bound by the acts, ordinances, resolutions and regulations of the City.

SECTION 6. This ordinance shall be effective upon its adoption on second reading.
PASSED AND APPROVED on first reading on March 7, 2017.

PASSED, APPROVED AND ADOPTED on second reading on March 21, 2017.

John Thomaides
Mayor

Attest: Approved:

Jamie Lee Case Michael Cosentino
City Clerk City Attorney
EXHIBIT "A"
Property Description
EXHIBIT “B”

Annexation Service Plan Savoy Apartments
February 9, 2017 AN-2017-02

Service Plan for the Annexation of a 1.143 +/- acre tract of land out of the Cyrus Wickson Survey, Abstract No. 474, Hays County, Texas, generally located on East McCarty Lane.

Pursuant to the provisions of the Texas Local Government Code, Chapter 43, the following service plan is hereby adopted for the annexation of a 1.143 +/- acre area. The property is being annexed at the request of Bill Fisher, on behalf of Jaster Edmund Hays County Partnership, outlined in a petition for annexation dated February 6, 2017.

1. Police Protection
Police services, including patrolling, response to calls and other routine services, will begin on the effective date of the annexation using existing personnel and equipment.

2. Fire Protection
Fire protection services, including emergency response calls, will begin on the effective date of the annexation using existing personnel and equipment and within the limitations of the available water supply.

3. Emergency Medical Services
Emergency medical services, including emergency response calls, will continue at the same level of service after the annexation. The City of San Marcos contracts for emergency medical services through the San Marcos – Hays County EMS, which already provides service to the area being annexed.

4. Solid Waste Collection
Solid waste collection services, provided under contract with a private company, will be made available to all residences on the effective date of the annexation. Residents of the annexed area may elect to continue using the services of a private solid waste hauler for a period of two years after the effective date of the annexation. Businesses and institutions must make arrangements with private solid waste haulers.

5. Operation and Maintenance of Water and Wastewater Facilities
The annexation area is located within the City of San Marcos certified service area for water and does not appear to be located within any certified service area for wastewater.
6. Construction, Operation and Maintenance of Roads and Streets
As new development occurs within the annexed area, the developers of property will be required to construct streets in accordance with the city’s existing subdivision policies.

7. Electric Service
The property is located in the Bluebonnet Electric Cooperative service area.

8. Operation and Maintenance of Parks, Playgrounds, and/or Swimming Pools
No parks, playgrounds and/or swimming pools currently exist within the proposed annexation area. The same standards and policies now established and in force within the city limits will be followed in maintaining and expanding recreational facilities to serve the annexed area. Upon annexation, the owners and residents of property located within the annexed area shall be entitled to the use of all municipal parks and recreational facilities, subject to the same restrictions, fees and availability that pertains to the use of those facilities by other citizens of the city.

9. Operation and Maintenance of Other Public Facilities, Buildings and Services
No other public facilities, buildings or services currently exist within the annexed area. The same standards and policies now established and in force within the city limits will be followed in maintaining and expanding other public facilities, building and services. Upon annexation, the owners and residents of property located within the annexed area shall be entitled to the use of all municipal facilities, buildings and services, subject to the same restrictions, fees and availability that pertains to the use of those facilities and services by other citizens of the city.
Cover Memo

To: City Council

From: Planning & Development Services – Alison Brake, CNU-A, Planner

Date: February 13, 2017

Re: Annexation of 1.143 +/- acre tract of land out of the Cyrus Wickson Survey, Abstract No. 474, Hays County, Texas, generally located on East McCarty Lane

Public Notification:

Published notice as required by the Texas Local Government Code was published in the San Marcos Record on February 19, 2017.

Correspondence:

There has been no correspondence for or against this item.

Attachments:

1. Location Map
2. Service Plan
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
Service Plan for the Annexation of a 1.143 +/- acre tract of land out of the Cyrus Wickson Survey, Abstract No. 474, Hays County, Texas, generally located on East McCarty Lane.

Pursuant to the provisions of the Texas Local Government Code, Chapter 43, the following service plan is hereby adopted for the annexation of a 1.143 +/- acre area. The property is being annexed at the request of Bill Fisher, on behalf of Jaster Edmund Hays County Partnership, outlined in a petition for annexation dated February 6, 2017.

1. Police Protection
Police services, including patrolling, response to calls and other routine services, will begin on the effective date of the annexation using existing personnel and equipment.

2. Fire Protection
Fire protection services, including emergency response calls, will begin on the effective date of the annexation using existing personnel and equipment and within the limitations of the available water supply.

3. Emergency Medical Services
Emergency medical services, including emergency response calls, will continue at the same level of service after the annexation. The City of San Marcos contracts for emergency medical services through the San Marcos – Hays County EMS, which already provides service to the area being annexed.

4. Solid Waste Collection
Solid waste collection services, provided under contract with a private company, will be made available to all residences on the effective date of the annexation. Residents of the annexed area may elect to continue using the services of a private solid waste hauler for a period of two years after the effective date of the annexation. Businesses and institutions must make arrangements with private solid waste haulers.

5. Operation and Maintenance of Water and Wastewater Facilities
The annexation area is located within the City of San Marcos certified service area for water and does not appear to be located within any certified service area for wastewater.
6. Construction, Operation and Maintenance of Roads and Streets
As new development occurs within the annexed area, the developers of property will be required to construct streets in accordance with the city’s existing subdivision policies.

7. Electric Service
The property is located in the Bluebonnet Electric Cooperative service area.

8. Operation and Maintenance of Parks, Playgrounds, and/or Swimming Pools
No parks, playgrounds and/or swimming pools currently exist within the proposed annexation area. The same standards and policies now established and in force within the city limits will be followed in maintaining and expanding recreational facilities to serve the annexed area. Upon annexation, the owners and residents of property located within the annexed area shall be entitled to the use of all municipal parks and recreational facilities, subject to the same restrictions, fees and availability that pertains to the use of those facilities by other citizens of the city.

9. Operation and Maintenance of Other Public Facilities, Buildings and Services
No other public facilities, buildings or services currently exist within the annexed area. The same standards and policies now established and in force within the city limits will be followed in maintaining and expanding other public facilities, building and services. Upon annexation, the owners and residents of property located within the annexed area shall be entitled to the use of all municipal facilities, buildings and services, subject to the same restrictions, fees and availability that pertains to the use of those facilities and services by other citizens of the city.
ANNEXATION PETITION

TO THE MAYOR AND GOVERNING BODY
OF THE CITY OF SAN MARCOS, TEXAS:

The undersigned owner of the hereinafter described tract of land hereby petitions your
honorable body to extend the present city limits so as to include as a part of the City of
San Marcos, Texas, the following described territory, to-wit:

1.143 acre tract of land situated in the Cyrus Wickson Survey, Abstract # 474, Hays
County, Texas, generally located on East McCarty Lane

(Exhibit A & B)

Further, I certify that the above described tract of land is contiguous to the City of San
Marcos, Texas, is not more than one-half (1/2) mile in width and that this petition is
signed and duly acknowledged by the property owner.

[Signature]
Owner's Signature

[Print Name]
Owner's Printed Name

16012 DeGussa Parkway
Owner's Mailing Address
Dallas, TX 75248

[Phone Number]
Owner's Phone No.

THE STATE OF TEXAS
§
COUNTY OF HAYS
§

Before me, the undersigned authority, on this day personally appeared [Bill Fisher], Known
to me to be the person whose name is subscribed to the foregoing instrument and acknowledged
to me that he/she executed the same for the purposes and consideration therein expressed.

Given under by hand and seal of office this _6_ day of February, 2017

(Seal)

[Seal]

WENDY BUCHBINDER
Notary Public, State of Texas
Comm. Expires 07-12-2020
Notary ID 84027

Notary Public in the State of Texas
My Commission expires: 12/13/20
STATE OF TEXAS  
COUNTY OF HAYS  

17.27 ACRES  
CYRUS WICKSON SURVEY  
ABSTRACT # 474

BEING A 17.27 ACRE TRACT OF LAND SITUATED IN THE CYRUS WICKSON SURVEY, ABSTRACT # 474, HAYS COUNTY, TEXAS, SAME BEING COMPRISED OF ALL OF THAT CALLED 1.143 ACRE TRACT OF LAND CONVEYED TO THE EDMUND JASTER HAYS COUNTY PARTNERSHIP IN VOLUME 5182, PAGE 374, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND A PORTION OF THAT CALLED 136.3 ACRE TRACT OF LAND CONVEYED TO THE EDMUND JASTER HAYS COUNTY PARTNERSHIP IN VOLUME 1276, PAGE 880, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with “ASH 5687” cap set in the curving northeast right of way line of McCarty Lane (Variable Width Public R.O.W.), same being in the northwest line of the above mentioned 1.143 acre Jaster tract, for the west corner of the herein described tract of land, and from which a 1/2 inch iron rod found in the northeast line of said McCarty Lane bears North 50°22’29” West, a distance of 123.41 feet, and also from which a 1/2 inch iron rod found in the southeast line of said 1.143 acre Jaster tract bears South 55°59’47” East, a distance of 183.06 feet;

THENCE over, across, and severing from said 136.3 acre Jaster tract the following three (3) courses and distances;

1) North 44°17’14” East, along the meanders of a wire fence line, passing at a distance of 289.7 feet the north corner of said 1.143 acre Jaster tract, and continuing for a total distance of 1507.66 feet to a 1/2 inch iron rod with “ASH 5687” cap set for the north corner of the herein described tract of land;

2) South 45°42’46” East, a distance of 507.47 feet to a 1/2 inch iron rod with “ASH 5687” cap set for the east corner of the herein described tract of land, same being at the approximate centerline of a 50’ pipeline easement recorded in Volume 182, Page 210, Deed Records of Hays County, Texas;

3) South 43°09’33” West, with the approximate centerline of said 50’ pipeline easement, at a distance of 314.6’ pass a Centerpoint energy gas pipeline marker, at a distance of 1314.9 feet pass a Centerpoint energy gas pipeline marker and valve, and continuing for a total distance of 1342.31 feet to a 1/2 inch iron rod with “ASH 5687” cap set for the south corner of the herein described tract of land, same being in the curving northeast line of said McCarty Lane, and from which a 1/2 inch iron rod found in the northeast line of said McCarty Lane bears North 83°22’11” East, a distance of 1239.51 feet;

THENCE northwesterly along said curve to the right, having a radius of 1562.00 feet, passing at an arc length of 378.85 feet aforesaid 1/2 inch iron rod found in the southeast line of the aforementioned 1.143 acre Jaster tract, and continuing for a total arc length of 562.01 feet, and a chord that bears North 62°56’46” West, a distance of 558.99 feet to the POINT OF BEGINNING and CONTAINING 17.27 ACRES OF LAND.

BEARING BASIS HEREIN DERIVED BY GPS MEASUREMENTS ADJUSTED BY HARN (HIGH ACCURACY REFERENCE NETWORK) & PROJECTED TO TEXAS STATE PLANE COORDINATES (TEXAS SOUTH CENTRAL ZONE) & NAD83.

THE SUBDIVISION OF THIS PROPERTY IS NOT INTENDED TO SUBJUGATE THE RULES AND REGULATIONS OF ANY DEVELOPMENT ORDINANCE, AND ALL REQUIRED STATE, COUNTY, AND CITY PERMITS SHOULD BE OBTAINED BEFORE OCCUPYING THE PREMISES.
I, Richard H. Taylor, do certify that this description and associated exhibit were prepared this date from a boundary survey performed under my direction during October 2016, and is true and correct to the best of my knowledge and belief.

Richard H. Taylor
Registered Professional Land Surveyor
No. 3986 State of Texas
Attachment: Drawing of 17.27 acres
Job: 16-6310

10/12/16
Date
AN-17-02 Savoy Apartments (East McCarty Lane)

- 1.143 +/- acres
- Multifamily complex
  - Zoning change request to MF-18 running concurrently
- Located within East Village Intensity Zone
AN-17-02 Savoy Apartments (East McCarty Lane)

“Quick Annexation” Checklist

Please refer to Texas Local Government Code Section 43.028 for detailed requirements

**Is the Property:**

- ½ mile or less in width? **YES**
- Contiguous to City Limits? **YES**
- Vacant or with fewer than 3 qualified voters living there? **YES**

(*must answer yes to all of the above before proceeding with Quick Annexation*)

**Fill in Calendar dates for notification & hearing requirements:**

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PET – Petition Submittal Window
(include area described by metes & bounds)

NOT – Notification Sent to City Clerk

PUB – Published Notice in Newspaper

P.H. – Public Hearing (1st Reading) City Council
(After 5th day, but on or before the 30th day)
AGENDA CAPTION:
Consider approval of Ordinance 2017-11, on the first of two readings, annexing into the City, pursuant to a request for voluntary annexation, 17.45 acres of land, more or less, out of the Cyrus Wickson Survey, Abstract No. 474, Hays County, Texas, located on East McCarty Lane, Northwest of the intersection with Rattler Road; approving a service plan for this area; and including procedural provisions.

Meeting date:  
February 3, 2017 - 1st Public Hearing  
February 7, 2017 - 2nd Public Hearing  
March 7, 2017 - 1st Reading  
March 21, 2017 - 2nd Reading

Department: Planning and Development Services

Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

CITY COUNCIL GOAL: Protect and Preserve the San Marcos River and Edwards Aquifer Recharge Zone.

COMPREHENSIVE PLAN ELEMENT(s): Neighborhood and Housing Goal 3

BACKGROUND:
This is a voluntary annexation request submitted by Bill Fisher, on behalf of Jaster Edmund Hays County Partnership, for approximately 17.45 acres for a multifamily complex located along East McCarty Road, northwest of the intersection with Rattler Road. The applicant is also in the process of a Zoning Change to MF-18. Both the annexation ordinance and the zoning ordinance are to be heard at City Council on the same meeting. The property is located within the East Village Intensity Zone.

Below is the schedule for proceeding with this request approved by City Council (Resolution 2017-14R):

Public Hearing Date and Time: February 3, 2017; 12:00 p.m.  
Public Hearing Date and Time: February 7, 2017; 7:00 p.m.  
First Reading Date and Time: March 7, 2017; 6:00 p.m.  
Second Reading Date and Time: March 21, 2017; 6:00 p.m.
A service plan for this annexation is included in the attachments.

Staff recommends **approval** of this request.
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS ANNEXING INTO THE CITY, PURSUANT TO A REQUEST FOR VOLUNTARY ANNEXATION, 17.45 ACRES OF LAND, MORE OR LESS, OUT OF THE CYRUS WICKSON SURVEY, ABSTRACT NO. 474, HAYS COUNTY, TEXAS, LOCATED ON EAST MCCARTY LANE, NORTHWEST OF THE INTERSECTION WITH RATTLER ROAD; APPROVING A SERVICE PLAN FOR THIS AREA; AND INCLUDING PROCEDURAL PROVISIONS.

RECITALS:

1. The owner of that certain 17.45 acres of land, more or less, out of the Cyrus Wickson Survey, Abstract No. 474, Hays County, Texas, located on McCarty Lane northwest of the intersection with Rattler Road (the “Property”) has filed a petition for voluntary annexation of the Property. The Property is further described by metes and bounds in Exhibit “A,” attached hereto and incorporated herein for all purposes.

2. The City Council of the City of San Marcos, Texas has conducted all necessary public hearings regarding the petition.

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

4. The requirements of Chapter 43 of the Texas Local Government Code and other applicable laws have been met.

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

SECTION 1. The recitals of this ordinance are approved and adopted.

SECTION 2. The Property is annexed into and is a part of the City of San Marcos, Texas and subject to the acts, ordinances, resolutions and regulations of the City.

SECTION 3. The Service Plan for the Property, a copy of which is attached hereto as Exhibit “B” and incorporated herein for all purposes, is approved.

SECTION 4. The corporate limits of the City are extended to include the Property.

SECTION 5. The inhabitants in the Property are entitled to all the rights and privileges of all citizens of the City, and are bound by the acts, ordinances, resolutions and regulations of the City.

SECTION 6. This ordinance shall be effective upon its adoption on second reading.
PASSED AND APPROVED on first reading on March 7, 2017.

PASSED, APPROVED AND ADOPTED on second reading on March 21, 2017.

John Thomaides
Mayor

Attest: Approved:

Jamie Lee Case  Michael Cosentino
City Clerk  City Attorney
EXHIBIT “A”
Property Description

ASH & ASSOCIATES
SURVEYING • ENGINEERING • ARCHITECTURE
“Serving the Community of Texas”
142 Jackson Lane
San Marcos, Texas 78666
Phone: 512-392-1719
ashandassociates.net

STATE OF TEXAS  COUNTY OF HAYS  17.27 ACRES  CYRUS WICKSON SURVEY  ABSTRACT # 474

BEING A 17.27 ACRE TRACT OF LAND SITUATED IN THE CYRUS WICKSON SURVEY, ABSTRACT # 474, HAYS COUNTY, TEXAS, SAME BEING COMPRISED OF ALL OF THAT CALLED 1.143 ACRE TRACT OF LAND CONVEYED TO THE EDMUND JASTER HAYS COUNTY PARTNERSHIP IN VOLUME 5182, PAGE 374, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND A PORTION OF THAT CALLED 13.63 ACRE TRACT OF LAND CONVEYED TO THE EDMUND JASTER HAYS COUNTY PARTNERSHIP IN VOLUME 1876, PAGE 886, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with “ASH 5687” cap set in the curving northeast right of way line of McCarty Lane (Variable Width Public R.O.W.), same being in the northwest line of the above mentioned 1.143 acre Jaster tract, for the west corner of the herein described tract of land, and from which a 1/2 inch iron rod found in the northeast line of said McCarty Lane bears North 50°22’29” West, a distance of 123.41 feet, and also from which a 1/2 inch iron rod found in the southeast line of said 1.143 acre Jaster tract bears South 55°59’47” East, a distance of 183.06 feet;

THENCE over, across, and severing from said 13.63 acre Jaster tract the following three (3) courses and distances;

1) North 44°17’14” East, along the meanders of a wire fence line, passing at a distance of 289.7 feet the north corner of said 1.143 acre Jaster tract, and continuing for a total distance of 1507.66 feet to a 1/2 inch iron rod with “ASH 5687” cap set for the north corner of the herein described tract of land;

2) South 45°12’46” East, a distance of 507.47 feet to a 1/2 inch iron rod with “ASH 5687” cap set for the east corner of the herein described tract of land, same being at the approximate centerline of a 50’ pipeline easement recorded in Volume 182, Page 210, Deed Records of Hays County, Texas;

3) South 43°09’33” West, with the approximate centerline of said 50’ pipeline easement, at a distance of 314.6’ pass a Centerpoint energy gas pipeline marker, at a distance of 1314.9 feet pass a Centerpoint energy gas pipeline marker and valve, and continuing for a total distance of 1342.31 feet to a 1/2 inch iron rod with “ASH 5687” cap set for the south corner of the herein described tract of land, same being in the curving northeast line of said McCarty Lane, and from which a 1/2 inch iron rod found in the northeast line of said McCarty Lane bears North 83°22’11” East, a distance of 1239.51 feet;

THENCE northwesterly along said curve to the right, having a radius of 1562.00 feet, passing at an arc length of 378.85 feet across said 1/2 Inch iron rod found in the southeast line of the aforementioned 1.143 acre Jaster tract, and continuing for a total arc length of 562.01 feet, and a chord that bears North 62°56’40” West, a distance of 558.99 feet to the POINT OF BEGINNING and CONTAINING 17.27 ACRES OF LAND.

BEARING BASIS HEREIN DERIVED BY GPS MEASUREMENTS ADJUSTED BY HAHN (HIGH ACCURACY REFERENCE NETWORK) & PROJECTED TO TEXAS STATE PLANE COORDINATES (TEXAS SOUTH CENTRAL ZONE) & NAD83.

THE SUBDIVISION OF THIS PROPERTY IS NOT INTENDED TO SUBRIGATE THE RULES AND REGULATIONS OF ANY DEVELOPMENT ORDINANCE, AND ALL REQUIRED STATE, COUNTY, AND CITY PERMITS SHOULD BE OBTAINED BEFORE OCCUPYING THE PREMISES.
I, Richard H. Taylor, do certify that this description and associated exhibit were prepared this date from a boundary survey performed under my direction during October 2016, and is true and correct to the best of my knowledge and belief.

[Signature]

Richard H. Taylor
Registered Professional Land Surveyor
No. 3986 State of Texas
Attachment: Drawing of 17.27 acres
Job: 16-6310

10/12/16  Date
STATE OF TEXAS
COUNTY OF HAYS
0.18 ACRES
ASH & ASSOCIATES
SURVEYING · ENGINEERING · ARCHITECTURE
“Serving the Community of Texas”
142 Jackson Lane
San Marcos, Texas 78666
Phone: 512-392-1719
ashandassociates.net

BEING A 0.18 ACRE TRACT OF LAND SITUATED IN THE CYRUS WICKSON SURVEY,
ABSTRACT # 474, HAYS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CALLED
136.3 ACRE TRACT OF LAND CONVEYED TO THE EDMUND JASTER HAYS COUNTY
PARTNERSHIP IN VOLUME 1276, PAGE 890, OFFICIAL PUBLIC RECORDS OF HAYS
COUNTY, TEXAS, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES
AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with “ASH 5687” cap set at the north corner of a called 17.27 acre portion
of the above mentioned 136.3 acre Jaster tract, same being a portion of said 136.3 acre Jaster tract, for the east corner
of the herein described tract of land, and from which a 1/2 inch iron rod with “ASH 5687” cap set at the east corner
of said 17.27 acre Jaster tract bears South 45° 42' 46" East, a distance of 507.47 feet,

THENCE South 44° 17' 14" West, with the northwest line of said 17.27 acre Jaster tract, a distance of 10.00 feet
to a 1/2 inch iron rod with “ASH 5687” cap set for the south corner of the herein described tract of land, and from
which a 1/2 inch iron rod with “ASH 5687” cap set at the west corner of said 17.27 acre Jaster tract, same being in
the southwest line of said 136.3 acre Jaster tract, and also being on the northeast line of McCarron Lane (Public
R.O.W. Varies) bears South 44° 17' 14" West, a distance of 497.66 feet,

THENCE North 45° 42' 46" West, over and across the said 136.3 acre Jaster tract, a distance of 784.11 feet to a
1/2 inch iron rod with “ASH 5687” cap set for the west corner of the herein described tract of land, same being in
the northwest line of said 136.3 acre Jaster tract, and also being in the southeast line of Lot 1, Block 1, Endurance
Subdivision, as recorded in Volume 18, Page 330, Plat Records of Hays County, Texas, and from which a 1/2 inch
iron rod found at a corner of said Lot 1, Block 1 Endurance Subdivision bears South 44° 15' 05" West, a distance of
124.02 feet,

THENCE North 44° 10' 05" East, with the southeast line of said Lot 1, Block A Endurance Subdivision, and the
northwest line of said 136.3 acre Jaster tract, a distance of 10.00 feet to a 1/2 inch iron rod with “ASH 5687” cap
set for the north corner of the herein described tract of land, and from which a 1/2 inch iron rod found at the east
corner of said Lot 1, Block A Endurance Subdivision bears North 44° 15' 05" East, a distance of 462.57 feet,

THENCE South 45° 42' 46" East, over and across said 136.3 acre Jaster tract, a distance of 784.12 feet to the
POINT OF BEGINNING and CONTAINING 0.18 ACRES OF LAND.

BEARING BASIS HEREBIN DERIVED BY GPS MEASUREMENTS ADJUSTED BY HARN (HIGH ACCURACY
REFERENCE NETWORK) & PROJECTED TO TEXAS STATE PLANE COORDINATES (TEXAS SOUTH CENTRAL
ZONE) & NAADCO.

THE SUBDIVISION OF THIS PROPERTY IS NOT INTENDED TO SUBMIT THE RULES AND REGULATIONS OF
ANY DEVELOPMENT ORDINANCE, AND ALL REQUIRED STATE, COUNTY, AND CITY PERMITS SHOULD BE
OBTAINED BEFORE OCCUPYING THE PREMISES.

I, Richard H. Taylor, do certify that this description and associated exhibit were prepared this date from a
boundary survey performed under my direction during December 2016, and is true and correct to the best of
my knowledge and belief.

Richard H. Taylor
Registered Professional Land Surveyor
No. 3986 State of Texas
Attachment: Drawing of 0.18 acres
Job: 16-0310_10 FOOT ANNEXATION TRACT

12/10/16
EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION OF:
A 0.18 ACRE TRACT OF LAND SITUATED IN THE CYPRESS WICKSON SURVEY, ABSTRACT #474, HAYS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CALLED 136.3 ACRE TRACT OF LAND CONVEYED TO THE EDMUND JASTER HAY COUNTY PARTNERSHIP IN VOLUME 1378, PAGE 550, OPTIONAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED.

ASH & ASSOCIATES
DEVELOPMENT ENGINEERING\ARCHITECTURE
142-JACKSON LANE
SAN MARCOS, TEXAS 78666
(512) 352-1719
FAX (512) 352-1928
osbonrealtors@net.com
Surveying: 108847-00
Engineering: F-13943
AERONAVIGATION: T92043
"SERVING THE COMMUNITY OF TEXAS"

ASH & ASSOCIATES
DEVELOPMENT ENGINEERING\ARCHITECTURE
142-JACKSON LANE
SAN MARCOS, TEXAS 78666
(512) 352-1719
FAX (512) 352-1928
osbonrealtors@net.com
Surveying: 108847-00
Engineering: F-13943
AERONAVIGATION: T92043
"SERVING THE COMMUNITY OF TEXAS"
EXHIBIT “B”

Annexation Service Plan
January 23, 2017

Savoy Apartments
AN-2017-01

Service Plan for the Annexation of a 17.45 +/- acre tract of land out of the Cyrus Wickson Survey, Abstract No. 474, Hays County, Texas, generally located on East McCarty Lane.

Pursuant to the provisions of the Texas Local Government Code, Chapter 43, the following service plan is hereby adopted for the annexation of a 17.45 +/- acre area. The property is being annexed at the request of Bill Fisher, on behalf of Jaster Edmund Hays County Partnership, outlined in a petition for annexation dated December 12, 2016.

1. Police Protection
Police services, including patrolling, response to calls and other routine services, will begin on the effective date of the annexation using existing personnel and equipment.

2. Fire Protection
Fire protection services, including emergency response calls, will begin on the effective date of the annexation using existing personnel and equipment and within the limitations of the available water supply.

3. Emergency Medical Services
Emergency medical services, including emergency response calls, will continue at the same level of service after the annexation. The City of San Marcos contracts for emergency medical services through the San Marcos – Hays County EMS, which already provides service to the area being annexed.

4. Solid Waste Collection
Solid waste collection services, provided under contract with a private company, will be made available to all residences on the effective date of the annexation. Residents of the annexed area may elect to continue using the services of a private solid waste hauler for a period of two years after the effective date of the annexation. Businesses and institutions must make arrangements with private solid waste haulers.

5. Operation and Maintenance of Water and Wastewater Facilities
The annexation area is located within the City of San Marcos certified service area for water and does not appear to be located within any certified service area for wastewater.
6. Construction, Operation and Maintenance of Roads and Streets
As new development occurs within the annexed area, the developers of property will be required to construct streets in accordance with the city’s existing subdivision policies.

7. Electric Service
The property is located in the Bluebonnet Electric Cooperative service area.

8. Operation and Maintenance of Parks, Playgrounds, and/or Swimming Pools
No parks, playgrounds and/or swimming pools currently exist within the proposed annexation area. The same standards and policies now established and in force within the city limits will be followed in maintaining and expanding recreational facilities to serve the annexed area. Upon annexation, the owners and residents of property located within the annexed area shall be entitled to the use of all municipal parks and recreational facilities, subject to the same restrictions, fees and availability that pertains to the use of those facilities by other citizens of the city.

9. Operation and Maintenance of Other Public Facilities, Buildings and Services
No other public facilities, buildings or services currently exist within the annexed area. The same standards and policies now established and in force within the city limits will be followed in maintaining and expanding other public facilities, building and services. Upon annexation, the owners and residents of property located within the annexed area shall be entitled to the use of all municipal facilities, buildings and services, subject to the same restrictions, fees and availability that pertains to the use of those facilities and services by other citizens of the city.
**Cover Memo**

**To:** City Council  

**From:** Planning & Development Services – Alison Brake, CNU-A, Planner  

**Date:** January 23, 2017  

**Re:** Annexation of 17.45 +/- acre tract of land out of the Cyrus Wickson Survey, Abstract No. 474, Hays County, Texas, generally located on East McCarty Lane

---

**Public Notification:**

*Published notice as required by the Texas Local Government Code was published in the San Marcos Record on January 22, 2017.*

**Correspondence:**

*There was no correspondence for or against this item.*

**Attachments:**

1. Location Map  
2. Service Plan
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.
Service Plan for the Annexation of a 17.45 +/- acre tract of land out of the Cyrus Wickson Survey, Abstract No. 474, Hays County, Texas, generally located on East McCarty Lane.

Pursuant to the provisions of the Texas Local Government Code, Chapter 43, the following service plan is hereby adopted for the annexation of a 17.45 +/- acre area. The property is being annexed at the request of Bill Fisher, on behalf of Jaster Edmund Hays County Partnership, outlined in a petition for annexation dated December 12, 2016.

1. Police Protection
Police services, including patrolling, response to calls and other routine services, will begin on the effective date of the annexation using existing personnel and equipment.

2. Fire Protection
Fire protection services, including emergency response calls, will begin on the effective date of the annexation using existing personnel and equipment and within the limitations of the available water supply.

3. Emergency Medical Services
Emergency medical services, including emergency response calls, will continue at the same level of service after the annexation. The City of San Marcos contracts for emergency medical services through the San Marcos – Hays County EMS, which already provides service to the area being annexed.

4. Solid Waste Collection
Solid waste collection services, provided under contract with a private company, will be made available to all residences on the effective date of the annexation. Residents of the annexed area may elect to continue using the services of a private solid waste hauler for a period of two years after the effective date of the annexation. Businesses and institutions must make arrangements with private solid waste haulers.

5. Operation and Maintenance of Water and Wastewater Facilities
The annexation area is located within the City of San Marcos certified service area for water and does not appear to be located within any certified service area for wastewater.
6. Construction, Operation and Maintenance of Roads and Streets
As new development occurs within the annexed area, the developers of property will be required to construct streets in accordance with the city’s existing subdivision policies.

7. Electric Service
The property is located in the Bluebonnet Electric Cooperative service area.

8. Operation and Maintenance of Parks, Playgrounds, and/or Swimming Pools
No parks, playgrounds and/or swimming pools currently exist within the proposed annexation area. The same standards and policies now established and in force within the city limits will be followed in maintaining and expanding recreational facilities to serve the annexed area. Upon annexation, the owners and residents of property located within the annexed area shall be entitled to the use of all municipal parks and recreational facilities, subject to the same restrictions, fees and availability that pertains to the use of those facilities by other citizens of the city.

9. Operation and Maintenance of Other Public Facilities, Buildings and Services
No other public facilities, buildings or services currently exist within the annexed area. The same standards and policies now established and in force within the city limits will be followed in maintaining and expanding other public facilities, building and services. Upon annexation, the owners and residents of property located within the annexed area shall be entitled to the use of all municipal facilities, buildings and services, subject to the same restrictions, fees and availability that pertains to the use of those facilities and services by other citizens of the city.
ANNEXATION PETITION

TO THE MAYOR AND GOVERNING BODY
OF THE CITY OF SAN MARCOS, TEXAS:

The undersigned owner of the hereinafter described tract of land hereby petition your honorable body to extend the present city limits so as to include as a part of the City of San Marcos, Texas, the following described territory, to-wit:

17.45 acre tract of land situated in the Cyrus Wickson Survey, Abstract # 474, Hays County, Texas, generally located on East McCarty Lane

(Exhibit A & B)

I certify that the above described tract of land is contiguous to the City of San Marcos, Texas, is not more than one-half (1/2) mile in width and that this petition is signed and duly acknowledged by the property owner.

Owner's Signature

Owner's Printed Name

Owner's Mailing Address

Owner's Phone No.

THE STATE OF TEXAS §
COUNTY OF HAYS §

Before me, the undersigned authority, on this day personally appeared

Known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 13th day of DEC, 2016

(Seal)

WENDY BUCHBINDER
Notary Public, State of Texas
Comm. Expires 07-12-2020
Notary ID 84027

Notary Public in and for the State of Texas
My Commission expires: 11/11/2020
November 28, 2016

City of San Marcos
Development Services Department
630 E. Hopkins Street
San Marcos, Texas 78665

Attn: Planning and Zoning Department

Re: Savoy San Marcos Apartment (Approximately 17-acre tract on McCarty Lane)

This letter hereby authorizes James R. (Bill) Fisher, of Sonoma Housing Advisors to act as signing agent for the property owner, Jaster Edmund Hays County Partnership, for all documents pertaining to City of San Marcos zoning, annexation, platting and building permit requirements.

JASTER EDMUND HAYS COUNTY PARTNERSHIP (C/O GEORGE JASTER)

[Signature]

Name: Jaster Edmund Hays County Partnership (C/O George Jaster)

State of Texas §

County of Hays §

Before me, the undersigned authority, a notary public for the State of Texas, on this day personally appeared [Signature], known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this 28 day of November, 2016.

[Signature]

Notary Public

[Notary Public Seal]
STATE OF TEXAS
COUNTY OF HAYS

17.27 ACRES
CYRUS WICKSON SURVEY
ABSTRACT # 474

BEING A 17.27 ACRE TRACT OF LAND SITUATED IN THE CYRUS WICKSON SURVEY, ABSTRACT # 474, HAYS COUNTY, TEXAS, SAME BEING COMPRISED OF ALL OF THAT CALLED 1.143 ACRE TRACT OF LAND CONVEYED TO THE EDMUND JASTER HAYS COUNTY PARTNERSHIP IN VOLUME 5182, PAGE 374, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND A PORTION OF THAT CALLED 136.3 ACRE TRACT OF LAND CONVEYED TO THE EDMUND JASTER HAYS COUNTY PARTNERSHIP IN VOLUME 1276, PAGE 880, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with “ASH 5687” cap set in the curving northeast right of way line of McCarty Lane (Variable Width Public R.W.), same being in the northwest line of the above mentioned 1.143 acre Jaster tract, for the west corner of the herein described tract of land, and from which a 1/2 inch iron rod found in the northeast line of said McCarty Lane bears North 50°22'29" West, a distance of 123.41 feet, and also from which a 1/2 inch iron rod found in the southeast line of said 1.143 acre Jaster tract bears South 35°59'47" East, a distance of 183.06 feet;

THENCE over, across, and severing from said 136.3 acre Jaster tract the following three (3) courses and distances;

1) North 44°17'14" East, along the meanders of a wire fence line, passing at a distance of 289.7 feet the north corner of said 1.143 acre Jaster tract, and continuing for a total distance of 1507.66 feet to a 1/2 inch iron rod with “ASH 5687” cap set for the north corner of the herein described tract of land;

2) South 45°42'46" East, a distance of 507.47 feet to a 1/2 inch iron rod with “ASH 5687” cap set for the east corner of the herein described tract of land, same being at the approximate centerline of a 50’ pipeline easement recorded in Volume 182, Page 210, Deed Records of Hays County, Texas;

3) South 43°09'33" West, with the approximate centerline of said 50’ pipeline easement, at a distance of 314.6’ pass a Centerpoint energy gas pipeline marker, at a distance of 1314.9 feet pass a Centerpoint energy gas pipeline marker and valve, and continuing for a total distance of 1342.31 feet to a 1/2 inch iron rod with “ASH 5687” cap set for the south corner of the herein described tract of land, same being in the curving northeast line of said McCarty Lane, and from which a 1/2 inch iron rod found in the northeast line of said McCarty Lane bears North 83°22'11" East, a distance of 1239.51 feet;

THENCE northwesterly along said curve to the right, having a radius of 1562.00 feet, passing at an arc length of 378.85 feet aforesaid 1/2 inch iron rod found in the southeast line of the aforementioned 1.143 acre Jaster tract, and continuing for a total arc length of 362.01 feet, and a chord that bears North 62°56'46" West, a distance of 558.99 feet to the POINT OF BEGINNING and CONTAINING 17.27 ACRES OF LAND.

BEARING BASIS HEREOF DERIVED BY GPS MEASUREMENTS ADJUSTED BY HARN (HIGH ACCURACY REFERENCE NETWORK) & PROJECTED TO TEXAS STATE PLANE COORDINATES (TEXAS SOUTH CENTRAL ZONE) & NAD83.

THE SUBDIVISION OF THIS PROPERTY IS NOT INTENDED TO SUBSUME THE RULES AND REGULATIONS OF ANY DEVELOPMENT ORDINANCE, AND ALL REQUIRED STATE, COUNTY, AND CITY PERMITS SHOULD BE OBTAINED BEFORE OCCUPYING THE PREMISES.
I, Richard H. Taylor, do certify that this description and associated exhibit were prepared this date from a boundary survey performed under my direction during October 2016, and is true and correct to the best of my knowledge and belief.

Richard H. Taylor
Registered Professional Land Surveyor
No. 3986 State of Texas
Attachment: Drawing of 17.27 acres
Job: 16-6310

10/12/16
Date
STATE OF TEXAS
COUNTY OF HAYS

0.18 ACRES

CYRUS WICKSON SURVEY
ABSTRACT # 474

BEING A 0.18 ACRE TRACT OF LAND SITUATED IN THE CYRUS WICKSON SURVEY, ABSTRACT # 474, HAYS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CALLED 136.3 ACRE TRACT OF LAND CONVEYED TO THE EDMUND JASTER HAYS COUNTY PARTNERSHIP IN VOLUME 1276, PAGE 880, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with "ASH 5687" cap set at the north corner of a called 17.27 acre portion of the above mentioned 136.3 acre Jaster tract, same being a portion of said 136.3 acre Jaster tract, for the east corner of the herein described tract of land, and from which a 1/2 inch iron rod with "ASH 5687" cap set at the east corner of said 17.27 acre Jaster tract bears South 45°42'46" East, a distance of 507.47 feet;

THENCE South 44°17'14" West, with the northwest line of said 17.27 acre Jaster tract, a distance of 10.00 feet to a 1/2 inch iron rod with "ASH 5687" cap set for the south corner of the herein described tract of land, and from which a 1/2 inch iron rod with "ASH 5687" cap set at the west corner of said 17.27 acre Jaster tract, same being in the southwest line of said 136.3 acre Jaster tract, and also being on the northeast line of McCarty Lane (Public R.O.W. Varies) bears South 44°17'14" West, a distance 1497.66 feet;

THENCE North -5°42'46" West, over and across the said 136.3 acre Jaster tract, a distance of 784.11 feet to a 1/2 inch iron rod with "ASH 5687" cap set for the west corner of the herein described tract of land, same being in the northwest line of said 136.3 acre Jaster tract, and also being on the southeast line of Lot 1, Block A, Endurance Subdivision, as recorded in Volume 18, Page 350, Plat Records of Hays County, Texas, and from which a 1/2 inch iron rod found at a corner of said Lot 1, Block 1 Endurance Subdivision bears South 44°15'05" West, a distance of 124.02 feet;

THENCE North 44°15'05" East, with the southeast line of said Lot 1, Block A Endurance Subdivision, and the northwest line of said 136.3 acre Jaster tract, a distance of 10.00 feet to a 1/2 inch iron rod with "ASH 5687" cap set for the north corner of the herein described tract of land, and from which a 1/2 inch iron rod found at the east corner of said Lot 1, Block A Endurance Subdivision bears North 44°15'05" East, a distance of 462.57 feet;

THENCE South 45°42'46" East, over and across said 136.3 acre Jaster tract, a distance of 784.12 feet to the POINT OF BEGINNING and CONTAINING 0.18 ACRES OF LAND.

BEARING BASIS HEREBIN DERIVED BY GPS MEASUREMENTS ADJUSTED BY HARN (HIGH ACCURACY REFERENCE NETWORK) & PROJECTED TO TEXAS STATE PLANE COORDINATES (TEXAS SOUTH CENTRAL ZONE) & NAD83.

THE SUBDIVISION OF THIS PROPERTY IS NOT INTENDED TO SUBMITATE THE RULES AND REGULATIONS OF ANY DEVELOPMENT ORDINANCE; AND ALL REQUIRED STATE, COUNTY, AND CITY PERMITS SHOULD BE OBTAINED BEFORE OCCUPYING THE PREMISES.

I, Richard H. Taylor, do certify that this description and associated exhibit were prepared this date from a boundary survey performed under my direction during December 2016, and is true and correct to the best of my knowledge and belief.

[Signature]
Richard H. Taylor
Registered Professional Land Surveyor
No. 3986 State of Texas
Attachment: Drawing of 0.18 acres
Job: 16-6310_10 FOOT ANNEXATION TRACT

12/10/16
Date
ENDURANCE SUBDIVISION
(18/350 P.R.H.C.)

LEGEND

- IRON ROD FOUND
- IRON ROD SET
- CALCULATED POINT
- WIRE FENCE
- (DG.-DIST.) RECORD CALL
- P.O.B. POINT OF BEGINNING

NOTES:
1) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. THERE MAY BE UNRECOGNIZED RESTRICTIONS, COVENANTS, EASEMENTS, OR RIGHT OF WAYS NOT SHOWN HERED.
2) ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 469292042700, DATED SEPTEMBER 02, 2000, A PORTION OF THIS TRACT IS LOCATED IN THE DESIGNATED FLOODWAY, A PORTION OF THIS TRACT IS LOCATED IN ZONE "X", WHICH IS AN AREA WITHIN THE DESIGNATED 100-YEAR FLOODPLAIN WITH BASE FLOOD ELEVATIONS DETERMINED, AND THE REMAINING PORTION IS LOCATED IN ZONE "E", WHICH IS AN AREA OUTSIDE THE DESIGNATED 100-YEAR FLOODPLAIN.
3) SCALE BASIS DERIVED BY GPS MEASUREMENTS ADJUSTED BY HARR (HIGH ACCURACY REFERENCE NETWORK) & PROJECTED TO TEXAS STATE PLANE COORDINATES & NAV53.
4) THE SUBDIVISION OF THIS PROPERTY IS NOT INTENDED TO SUBJUGATE THE RULES AND REGULATIONS OF ANY DEVELOPMENT ORDINANCE, AND ALL REQUIRED STATE, COUNTY, AND CITY PERMITS SHOULD BE OBTAINED BEFORE OCCUPYING THE PREMISES.

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION OF:
A 0.18 ACRE TRACT OF LAND SITUATED IN THE CYRUS WICKSON SURVEY, ABSTRACT # 474, HAYS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CALLED 13.5 ACRES TRACT OF LAND CONVEYED TO THE EDMUND JASTER HAYS COUNTY PARTNERSHIP IN VOLUME 1270, PAGE 020, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED:

ASH & ASSOCIATES
SURVEYING - ENGINEERING - ARCHITECTURE
142 JACKSON LANE
SAN MARCOS, TEXAS 78666
(512) 392-1719
FAX (512) 592-1028
ashandassociates.net
Surveying: 100847-00
Engineering: F-13483
Architecture: TX02240
"Serving the Community of Texas"

RICHARD H. TAYLOR, RPLS
REGISTERED PROFESSIONAL LAND SURVEYOR
NUMBER 3886 STATE OF TEXAS
© ASH & ASSOCIATES, LLC.

12/10/16
DATE
AN-17-01 Savoy Apartments (East McCarty Lane)

- 17.45 +/- acres
- Multifamily complex
  - Zoning change request to MF-18 running concurrently
- Located within East Village Intensity Zone
AN-17-01 Savoy Apartments (East McCarty Lane)

View of property from Rattler Road stub (facing towards Amazon Fulfillment Center)
### AN-17-01 Savoy Apartments (East McCarty Lane)  

#### Savoy Apartments – McCarty Road  
Voluntary annexation schedule with Zoning

<table>
<thead>
<tr>
<th>Action</th>
<th>Regulation</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zoning Change Application Submittal Deadline</td>
<td>12/12 for 1/24</td>
<td></td>
</tr>
<tr>
<td>Annexation Petition Filed</td>
<td>12/21/16</td>
<td></td>
</tr>
<tr>
<td>Internal Deadline for City Council Hearing Resolution</td>
<td>22 days before City Council Date</td>
<td>12/22/16</td>
</tr>
<tr>
<td>Personal &amp; Posted Notification for Planning &amp; Zoning Commission hearing</td>
<td>11 days before public hearing</td>
<td>1/13/17</td>
</tr>
<tr>
<td>City Council Resolution</td>
<td>Council directs development of service plan for area to be annexed</td>
<td>1/17/17</td>
</tr>
<tr>
<td>Post Notification on Website</td>
<td>11-20 days before public hearing</td>
<td>1/22/17</td>
</tr>
<tr>
<td>Published Notification for 1st public hearing</td>
<td></td>
<td>[day 22]</td>
</tr>
<tr>
<td>Personal Notification to property owner, public entities (Sec 43.053), utility and other service providers, railroad company if necessary,</td>
<td>11-20 days before public hearing</td>
<td>1/22/17</td>
</tr>
<tr>
<td>Published Notification for 2nd public hearing</td>
<td>10 days after published notification</td>
<td>2/1/17</td>
</tr>
<tr>
<td>Last day for submission of written protest</td>
<td></td>
<td></td>
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<tr>
<td>City Council public hearing #1 and present service plan (packet meeting)</td>
<td>Not more than 40 days before the 1st reading of ordinance</td>
<td>2/3/17</td>
</tr>
<tr>
<td>Planning &amp; Zoning Commission public hearing and action (Zoning)</td>
<td></td>
<td>1/24/17</td>
</tr>
<tr>
<td>City Council public hearing #2 and present service plan</td>
<td>At least 20 days before 1st reading of ordinance</td>
<td>2/7/17</td>
</tr>
<tr>
<td>Published Notification to City Clerk for zoning ordinance public hearing</td>
<td>21 days before public hearing</td>
<td>2/14/17</td>
</tr>
<tr>
<td>City Council Ordinance 1st Reading (Annexation &amp; Zoning)</td>
<td></td>
<td>3/7/17</td>
</tr>
<tr>
<td>City Council Ordinance 2nd Reading (Annexation &amp; Zoning)</td>
<td></td>
<td>3/21/17</td>
</tr>
<tr>
<td>Implement annexation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide documents and maps to County Clerk</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
File #: Ord. 2017-12, Version: 1

AGENDA CAPTION:
Consider approval of Ordinance 2017-12, on the first of two readings, creating a designated permit area under Section 82.189 of the San Marcos City Code that allows parking by permit on both sides of the 100 to 200 blocks of West Hillcrest Drive between Ridgeway Drive and Holland Street, Monday through Friday from 8:00 am to 5:00 pm; amending the traffic register to reflect such designated permit area; and providing for an effective date.

Meeting date:  March 7th, 2017 - 1st Reading
            March 21st, 2017- 2nd Reading
Department:  Public Services - Transportation Division (Sabas Avila)

Funds Required:  $900
Account Number:  10006147.53230
Funds Available:  $48,973
Account Name:  Traffic-Signs

CITY COUNCIL GOAL:
Beautify and Enhance the Quality of Place

COMPREHENSIVE PLAN ELEMENT(s):
Neighborhood and Housing Goal 4: Well maintained, stable neighborhoods protected from blight or the encroachment of incompatible land uses

BACKGROUND:
Residents of 100-200 West Hillcrest Drive (from Ridgeway Drive to Holland Street) are requesting the installation of residential parking permits, Monday - Friday, 8am-5pm.

City staff has reviewed the request and the request meets the requirements for residential permit parking. City staff recommends parking restriction with residential parking permits Monday - Friday, 8am-5pm.

Pursuant with 82.067- The traffic engineer shall develop and maintain a traffic register containing a record of every location in the city where any traffic control device or special regulation is made applicable, whether by ordinance or by the traffic engineer's authority established under this chapter.
ORDINANCE NO. 2016-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS CREATING A DESIGNATED PERMIT AREA UNDER SECTION 82.189 OF THE SAN MARCOS CITY CODE THAT ALLOWS PARKING BY PERMIT ONLY FROM 8:00 AM TO 5:00 PM MONDAY THROUGH FRIDAY ON BOTH SIDES OF THE 100 TO 200 BLOCKS OF WEST HILLCREST DRIVE BETWEEN RIDGEWAY DRIVE AND HOLLAND STREET; AMENDING THE TRAFFIC REGISTER TO REFLECT SUCH DESIGNATED PERMIT AREA; AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS:

1. Section 82.189 of the San Marcos City Code authorizes the creation of a Designated Permit Area upon the request of a property owner whose property abuts the requested Designated Permit Area, the submittal of a petition and fulfillment of the requirements of Section 82.189(b) of the San Marcos City Code.

2. The San Marcos Transportation Department has received a request and a petition for the creation of a Designated Permit Area that allows parking by permit only from 8:00 am to 5:00 pm Monday through Friday on both sides of the street in the 100 to 200 blocks of West Hillcrest Drive between Ridgeway Drive and Holland Street, as depicted in the map attached hereto and incorporated herein for all purposes as Exhibit “A.”

3. City Transportation Department staff recommends the creation of this Designated Permit Area which will restrict parking to permit parking only during the hours indicated in paragraph 2.

4. A public hearing on the application as required by Section 82.189(d) of the San Marcos City Code was held on March 7, 2017.

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

SECTION 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of San Marcos, and are hereby approved and incorporated into the body of this ordinance.

SECTION 2. The City Council hereby approves the creation of a Designated Permit Area that allows parking by permit only from 8:00 am to 5:00 pm Monday through Friday on both sides of the street in the 100 to 200 blocks of West Hillcrest Drive between Ridgeway Drive to Holland Street, as depicted in Exhibit “A.”

SECTION 3. No parking shall be allowed in the Designated Permit Area from 8:00 am to 5:00 pm Monday through Friday without a valid permit and the Traffic Register is amended to reflect such restriction.
SECTION 4. If any word, phrase, clause, sentence, or paragraph of this ordinance is held to be unconstitutional or invalid by a court of competent jurisdiction, the other provisions of this ordinance will continue in force if they can be given effect without the invalid portion.

SECTION 5. All ordinances and resolutions or parts of ordinances or resolutions in conflict with this ordinance are repealed.

SECTION 6. This ordinance shall be in effect upon adoption on second reading.

PASSED AND APPROVED on first reading on March 7, 2017

PASSED, APPROVED AND ADOPTED on March 21, 2017.

John Thomaides
Mayor

Attest: Approved:

Jamie Lee Case Michael J. Cosentino
City Clerk City Attorney
EXHIBIT A
Map of Designated Permit Area
(next page)
NEIGHBORHOOD SURVEY

The City of San Marcos has received a request to install Residential Parking Permit System as described below. This survey serves to assess neighborhood/business consent of the proposed Residential Parking area. This survey will be used in conjunction with other City evaluations to assess the feasibility of this restriction or variation thereon. The results of this survey do not guarantee the installation of the signs.

Street Name (for Restriction): W. Hillcrest Dr.
Block No.(s) (for Restriction): -
Proposed Regulation: Residential Parking Zone – Residential Permit Only
M-F, 8-5

We, the undersigned, are residents and/or property owners of the proposed designated permit area described in this application. We understand that: (i) if this area is designated, certain restrictions will be placed upon on-street parking within the area; (ii) residents and/or residential property owners of the area will be entitled to obtain a limited number of parking permits exempting their vehicles from such parking restrictions, but if a resident and/or property owner owns a vehicle without having a permit displayed, that vehicle will be subject to the parking restrictions; (iii) parking permits will be issued for a term of one year and require replacement each year; (iv) the cost of the annual parking permits will be paid by the residents and/or property owners. This restriction will be valid for a minimum of one year.

<table>
<thead>
<tr>
<th>NAME (print)</th>
<th>ADDRESS</th>
<th>PHONE NUMBER</th>
<th>APPROVE RESTRICTION (check one)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kristin M. McGuire</td>
<td>215 W. Hillcrest Dr.</td>
<td>512-657-8507</td>
<td>✔</td>
</tr>
<tr>
<td>Billy Lee Windham</td>
<td>220 W. Hillcrest Dr.</td>
<td>512-292-5178</td>
<td>✗</td>
</tr>
<tr>
<td>Peter Theodore Ingwersen</td>
<td>124 W. Hillcrest Dr.</td>
<td>512-353-1307</td>
<td>✗</td>
</tr>
<tr>
<td>David Young</td>
<td>223 W. Hillcrest St.</td>
<td>512-558-4437</td>
<td>✗</td>
</tr>
<tr>
<td>Tommy Bobker</td>
<td>130 W. Hillcrest Dr.</td>
<td>512-392-3915</td>
<td>✔</td>
</tr>
<tr>
<td>Fred Francois Breiten</td>
<td>111 W. Hillcrest Dr.</td>
<td>512-392-3660</td>
<td>✗</td>
</tr>
<tr>
<td>Petra Duran</td>
<td>110 W. Hillcrest Dr.</td>
<td>512-393-3290</td>
<td>✔</td>
</tr>
<tr>
<td>Josh Rappold</td>
<td>109 W. Hillcrest Dr.</td>
<td>512-393-3290</td>
<td>✔</td>
</tr>
<tr>
<td>Meg DeBrooke</td>
<td>100 W. Hillcrest Dr.</td>
<td>502-542-9499</td>
<td>✔</td>
</tr>
</tbody>
</table>

Community Contact:
Please Return to: Cris Gonzalez
Address: City of San Marcos-Public Services
Phone: 512.393.8135
NEIGHBORHOOD SURVEY

The City of San Marcos has received a request to install a Residential Parking Permit System, as described below. This survey serves to assess neighborhood/business consent of the proposed Residential Parking area. This survey will be used in conjunction with other City evaluations to assess the feasibility of this restriction or variation thereof. The results of this survey do not guarantee the installation of the signs.

<table>
<thead>
<tr>
<th>Street Name (for Restriction:)</th>
<th>Block No.(s) (for Restriction:)</th>
<th>Proposed Regulation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>W. Hillcrest Dr</td>
<td></td>
<td>Residential Parking Zone - Residential Permit Only</td>
</tr>
</tbody>
</table>

We, the undersigned are residents and/or property owners of the proposed designated permit area described in this application. We understand that: (i) if this area is designated, certain restrictions will be placed upon on-street parking within the area; (ii) residents and/or residential property owners of the area will be entitled to obtain a limited number of parking permits exempting their vehicles from such parking restrictions, but if a resident and/or property owner owns a vehicle without having a permit displayed, that vehicle will be subject to the parking restrictions; (iii) parking permits will be issued for a term of one year and require replacement each year; (iv) the cost of the annual parking permits will be paid by the residents and/or property owners. This restriction will be valid for a minimum of one year.

<table>
<thead>
<tr>
<th>NAME (print)</th>
<th>ADDRESS</th>
<th>PHONE NUMBER</th>
<th>APPROVE RESTRICTION (check one)</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greg Frank</td>
<td>203 W. Hillcrest Dr</td>
<td>512-571-9776</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Tanaea L. Mobley</td>
<td>108 W. Hillcrest Dr</td>
<td>512-583-1075</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>Dawn Parsons</td>
<td>101 W. Hillcrest Dr</td>
<td>512-638-1075</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Cindy Plotts</td>
<td>106 W. Hillcrest Dr</td>
<td>512-565-7165</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>Sheila Torres-Blank</td>
<td>217 W. Hillcrest Dr</td>
<td>512-644-5724</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Mark. Barney</td>
<td>107 Barbara Dr</td>
<td>512-563-6212</td>
<td>NO</td>
<td></td>
</tr>
</tbody>
</table>

Community Contact:
Gris Gonzalez
City of San Marcos-Public Services
512.393.8135

Please Return to: City Hall, 100 East Hopkins
San Marcos, Texas 78666
NEIGHBORHOOD SURVEY

The City of San Marcos has received a request to install Residential Parking Permit System as described below. This survey serves to assess neighborhood/business consent of the proposed Residential Parking area. This survey will be used in conjunction with other City evaluations to assess the feasibility of this restriction or variation thereof. The results of this survey do not guarantee the installation of the signs.

Street Name (for Restriction:) W. HILLCREST Dr.
Block No.(s) (for Restriction:) M - F 9 - 5
Proposed Regulation: Residential Parking Zone - Residential Permit Only

(e.g. N. LBJ Driveway)
(e.g. 500 block, 100 - 300 block, etc.)
(e.g. NO PARKING-TOW AWAY, 2-HOUR PARKING, etc.)
(e.g. 8 A.M - 5:00 P.M.)

We the undersigned are residents and/or property owners of the proposed designated permit area described in this application. We understand that: (i) if this area is designated, certain restrictions will be placed upon on-street parking within the area; (ii) residents and/or residential property owners of the area will be entitled to obtain a limited number of parking permits exempting their vehicles from such parking restrictions, but if a resident and/or property owner owns a vehicle without having a permit displayed, that vehicle will be subject to the parking restrictions; (iii) parking permits will be issued for a term of one year and require replacement each year; (iv) the cost of the annual parking permits will be paid by the residents and/or property owners. This restriction will be valid for a minimum of one year.

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<tr>
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<th>APPROVE RESTRICTION (check one)</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>GREGORY S, FOSTER</td>
<td>207 W. HILLCREST</td>
<td>512-393-4458</td>
<td>✗</td>
<td>[Signature]</td>
</tr>
</tbody>
</table>

Community Contact:
Please Return to: Cris Gonzalez
City of San Marcos-Public Services  512.393.8135

Address:  
Phone:
Property supports the petition
Property has no response to the petition
AGENDA CAPTION:
Consider approval of Ordinance 2017-13, on the first of two readings, designating a no parking tow-away zone at all times on the North Side of Cheatham Street from Riverside Drive to Reynolds Street and on the South Side of Cheatham Street from Riverside Drive to CM Allen Parkway; and amending the traffic register maintained under section 82.067 of the San Marcos City Code to reflect such designation; and including procedural provisions.

Meeting date: March 7th, 2017 - 1st Reading
March 21st, 2017 - 2nd Reading

Department: Public Services - Transportation Division (Sabas Avila)

Funds Required: $900
Account Number: 10006147.53230
Funds Available: $48,973
Account Name: Traffic-Signs

CITY COUNCIL GOAL:
Beautify and Enhance the Quality of Place

COMPREHENSIVE PLAN ELEMENT(s):
Neighborhood and Housing Goal 4: Well maintained, stable neighborhoods protected from blight or the encroachment of incompatible land uses

BACKGROUND:
Cheatham Street between Riverside Drive and CM Allen Parkway experiences continuous on-street parking in the summer. This causes a roadway hazard to bicycle and pedestrian traffic.

To eliminate this hazard, City of San Marcos Park Rangers Office recommended No Parking, Tow-Away Zone on the north side of Cheatham Street from Riverside Drive to Reynolds Street, and on the south side of Cheatham Street from Riverside Drive to CM Allen Parkway.

City staff has reviewed the request and recommends the parking restriction.

Pursuant with 82.067- The traffic engineer shall develop and maintain a traffic register containing a record of every location in the city where any traffic control device or special regulation is made applicable, whether by ordinance or by the traffic engineer's authority established under this chapter.
ORDINANCE NO. 2017 - ________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS DESIGNATING A NO PARKING TOW-AWAY ZONE AT ALL TIMES ON THE NORTH SIDE OF CHEATHAM STREET FROM RIVERSIDE DRIVE TO REYNOLDS STREET AND ON THE SOUTH SIDE OF CHEATHAM STREET FROM RIVERSIDE DRIVE TO CM ALLEN PARKWAY; AND AMENDING THE TRAFFIC REGISTER MAINTAINED UNDER SECTION 82.067 OF THE SAN MARCOS CITY CODE TO REFLECT SUCH DESIGNATION; AND INCLUDING PROCEDURAL PROVISIONS.

Recitals:

1. The designation of a no parking tow-away zone at all times on the north side of Cheatham Street from Riverside Drive to Reynolds Street and on the south side from Riverside Drive to CM Allen Parkway is in the interest of the public health, safety and welfare.

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

SECTION 1. A no parking tow-away zone, to be in effect at all times, is hereby designated on the north side of Cheatham Street from Riverside Drive to Reynolds Street and on the south side of Cheatham Street from Riverside Drive to CM Allen Parkway.

SECTION 2. The Traffic Register maintained under section 82.067 of the San Marcos City Code is amended to reflect the no parking tow-away designation established under Section 1.

SECTION 3. If any word, phrase, clause, sentence, or paragraph of this ordinance is held to be unconstitutional or invalid by a court of competent jurisdiction, the other provisions of this ordinance will continue in force if they can be given effect without the invalid portion.

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

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

PASSED AND APPROVED on first reading on March 7, 2017

PASSED, APPROVED AND ADOPTED on second reading on March 21, 2017.

John Thomaides
Mayor
Attest: Jamie Lee Case
City Clerk

Approved: Michael J. Cosentino
City Attorney
Cheatham Street No Parking Tow Away Restriction

- No Parking Tow Away on Cheatham
AGENDA CAPTION:
Consider approval of Resolution 2017-43R, approving a participation agreement with Lazy Oaks Ranch, LP providing for the City to participate in the cost of oversizing certain Public Water System improvements in an amount not to exceed $1,028,631 in connection with the La Cima Development Project; authorizing the Interim City Manager to execute said agreement; and declaring an effective date.

Meeting date: March 7, 2017

Department: CIP and Engineering

Funds Required: $1,028,630.36
Account Number: DP21
Funds Available: $1,028,630.36
Account Name: Water Impact Fees, Wastewater Improvements, Wonder World Funds

CITY COUNCIL GOAL:
Goal #7 - Maintain Fiscal Responsibility - Prudent investment of public funds while addressing the needs of our growing city

COMPREHENSIVE PLAN ELEMENT(s): [add the Plan elements and Goal # and Objective(s)]

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 river watersheds, and over the Edwards Aquifer using measurable and scientific methods
ERPG 101 - Incorporate low impact development practices and other best practices early on and throughout the development process
Goal 2 - Natural resources necessary to our community’s health, well-being, and prosperity secured for future development
ERPG 204 - Model sustainable practices in infrastructure, operations, and facilities in city projects

Land Use
Goal 1 - Direct growth, compatible with surrounding uses
LUG 105 - Align infrastructure plans to achieve preferred scenario
Goal 3 - Set appropriate density and impervious cover limitations in the environmentally sensitive areas to avoid adverse impacts on the water supply
BACKGROUND:
The 2,029 acre La Cima Development, located at the intersection of Wonder World Drive and Old Ranch Road 12, includes 770 acres of residential lots, a commercial/corporate campus, amenity centers, parks, school site, and 700 acre Habitat Conservation Preserve. The development has submitted applications for the first residential phase and is proceeding with offsite and onsite public infrastructure improvements. Improvements consist of a Booster Pump Station, Offsite Waterline, Elevated Water Storage Tank, Franklin Lift Station modifications and the construction of Centerpoint Road.

City staff recommends approval of a Cost Participation Agreement to oversize these improvements at the time of development to avoid increased costs in the future. The agreement covers the following:

- The oversize of 12” to 16” waterline and increased capacity of the elevated storage tank from 300,000 gallons to 500,000 gallons. This will provide for capacity beyond what is necessary for the development and will implement the recommendation from the City’s Water Master Plan. Funding from water impact fees.
- Participation in the construction of Centerpoint Road at the intersection of Wonder World Drive and Old Ranch Road 12 to build the ultimate intersection configuration. This will avoid a phased approach to the intersection improvements and multiple disruptions to traffic in the future. Funding from remaining Wonder World Extension bond proceeds.
- Cost participation for the installation of a coating of the wet well to defer future maintenance. The development will make pump improvements to the Franklin Lift Station to provide additional capacity. Funding from annual CIP wastewater improvement project.

Cost Participation is as follows:

Water Improvements - $560,167.30  
Wastewater Improvements - $28,050.00  
Road Improvements - $440,413.06  
Total City Participation - $1,028,630.36

Total Cost of Improvements with Oversize - $5,452,144.84

City Percent Participation - 19%
RESOLUTION NO. 2017- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A PARTICIPATION AGREEMENT WITH LAZY OAKS RANCH, LP PROVIDING FOR THE CITY TO PARTICIPATE IN THE COST OF OVERSIZING CERTAIN PUBLIC WATER SYSTEM IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED $1,028,631 IN CONNECTION WITH THE LA CIMA DEVELOPMENT PROJECT; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE SAID AGREEMENT; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The attached Participation Agreement (the “Agreement”), is hereby approved.

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

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

ADOPTED on March 7, 2017.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
This Participation Agreement (the “Agreement”) is effective as of ______________, 2017 (the “Effective Date”), by and between the City of San Marcos, Texas, a home rule municipal corporation (the “City”), 630 East Hopkins Street, San Marcos, Texas 78666 and Lazy Oaks Ranch, LP, a Texas limited partnership (the “Owner”), 303 Colorado, Suite 2300, Austin, Texas 78701.

I. RECITALS

1.1 Texas Local Government Code Section 212.071 authorizes the City to cost participate with a developer of a subdivision or land to construct public improvements.

1.2 In connection with the Owner’s construction of master infrastructure related to the La Cima land development project, Owner has submitted a request for the City’s cost participation in the construction of public improvements consisting of upsizing water lines for the Ranch Road 12 Booster Station from 12 inches to 16 inches, upsizing another water line from 12 inches to 16 inches, upsizing a 300,000 gallon elevated storage tank to 500,000 gallons, upgrading a 16 inch water line from PVC to ductile iron, adding new liner to the wet well of the Franklin Lift Station, and upgrading the intersection of proposed West Centerpoint Road and Wonderwold Drive to ultimate buildout conditions as approved in the La Cima traffic impact analysis (TIA). The foregoing improvements, as further shown and described in the map or site plan and Description of Work attached as Exhibit “A” are collectively, the “Public Improvements.”

1.3 The City has determined that portions of the Public Improvements qualify for cost participation by the City and the City desires to have the Owner design and construct both the Owner’s and the City’s portion of the Public Improvements subject to the terms of this Agreement.

II. AGREEMENT

In consideration of the mutual benefits to and obligations of the parties under this Agreement, the parties agree to the following terms and conditions:

2.1 Design and Construction of Public Improvements

2.1.1 Design and Construction. The Public Improvements will be designed and constructed by the Owner according to plans and specifications approved by the City in accordance with the City’s applicable ordinances, standards and processes.

2.1.2 Project Manager. The Owner will act as project manager in the construction of the Public Improvements. The Owner shall employ a professional
engineer registered in the State of Texas to monitor and inspect all phases of the installation of the Public Improvements for conformance with the plans and specifications approved by the City.

2.1.3 Independent Contractor. The Owner shall be solely responsible for selecting, supervising and paying the construction contractor(s) or subcontractors and for complying with all applicable laws, including but not limited to all requirements concerning workers compensation and construction retainage. The parties agree and understand that all contractors, employees, volunteers and personnel furnished or used by the Owner in the installation of the Public Improvements shall be the responsibility of the Owner and shall not be deemed employees or agents of City for any purpose.

2.1.4 Completion and Acceptance. The parties anticipate a completion date for the Public Improvements to be 180 working days from the commencement of construction. The date of completion shall be the date on which the City accepts the Public Improvements in accordance with the City’s applicable ordinances, standards and processes and provides notice of such acceptance in writing to the Owner.

a. Before the City accepts the Public Improvements, Owner agrees to and shall provide to the City such warranties associated therewith as required under applicable ordinances and dedicate at no cost to the City all easements and/or rights-of-way, in forms acceptable to the City, related to and necessary for the location, operation and maintenance of the Public Improvements.

2.2 Cost Participation; Payment; Contract Matters

2.2.1 Overall Project Cost. The cost breakdown for the Public Improvements is set forth in the attached engineer’s estimates, attached as Exhibit “B”.

2.2.2 City Participation Amount. The City is cost participating in the Public Improvements, in an amount not to exceed $1,028,630.36, for those portions of the work requested by the City to be included as itemized in Exhibit “B.”

2.2.3 Contractor Agreement. Owner will provide the City with a copy of the bid form provided by its contractor, and one complete copy of the construction contract between Owner and the contractor.

da. Insurance Requirements. Owner will include in the contract requirements that the contractor must maintain commercial general liability insurance coverage for all of its operations under the


contract, and all persons engaged in work under the contract must be covered by workers’ compensation insurance.

b. Payment and Performance Bonds. Owner will require payment and performance bonds in accordance with the Texas Government Code Chapter 2253.

2.2.4 Application for Payment. The Owner shall submit to the City a written application for partial payment toward the costs associated with the City’s portion of the Public Improvements in connection with each monthly payment request provided by the Owner’s contractors as defined in the contractor agreement provided to the City as stated in paragraph 2.2.3. The application for payment to the City shall be for the lesser of the amount of the actual costs associated with the City’s portion of the completed components of the Public Improvements reflected in the contractor’s payment request or City’s participation amount as stated in paragraph 2.2.2. The application for payment by the Owner to the City for payment to the Owner shall be in a form acceptable to City and must include a breakdown of actual costs of the completed components of the Public Improvements incurred through the date of the application, together with supporting documentation, including invoices, all payment receipts and any other documentation reasonably requested by the City to support the City’s expenditure of public funds.

a. Suppliers and Subcontractors. Prior to the City’s payment under this section, Owner shall, among other applicable requirements, provide City with supporting documentation, including invoices, all payment receipts and any other documentation reasonably requested by the City to support the City’s expenditure of public funds, including a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen and subcontractors have been released, and that there are no claims pending of which Owner has been notified.

b. City Payment. Subject to all applicable ordinances, standards and processes, the City will pay its participation funds within 30 days after receipt of each complete (as determined by the City) written application for participation payment from Owner.

2.2.5 Payments to Subcontractors and Suppliers. Owner shall be solely and exclusively responsible for compensating any of its contractors, employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and insuring that no claims or liens of any type will be filed against any property owned by the City arising out of or incidental to the performance of any service performed pursuant to this Agreement. In the event a statutory lien notice is sent to the City, Owner shall, where no payment bond covers the work, upon written notice from the City, immediately obtain a bond at its expense and hold City
harmless from any losses that may result from the filing or enforcement of any said lien notice.

2.2.6 Books and Records. All of Owner’s books and other records related to the design, bidding and construction of the Public Improvements shall be available for inspection by the City.

2.3 GOVERNMENTAL IMMUNITY, INDEMNITY AND RELEASE

2.3.1 No Waiver of Immunity. The City’s execution of and performance under this Agreement will not act as a waiver of any immunity of the City to suit or liability under applicable law. The parties acknowledge that the City, in executing and performing this Agreement, is a governmental entity acting in a governmental capacity.

2.3.2 Indemnity and Release. Owner agrees to and shall indemnify, hold harmless, and defend City and its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, expert fees and attorney's fees, for injury to or death of any person, or for damage to any property, or for breach of contract, arising out of or in connection with the work done by Owner, its officers, employees, agents and contractors, under this Agreement, regardless of whether such injuries, death, damages or breach are caused in whole or in part by the negligence of City, any other party indemnified hereunder, or Owner.

2.3.3 Indemnity and Hold Harmless as to Subcontractors. Owner shall indemnify and hold the City harmless from any claims of suppliers or subcontractors of Owner for improvements constructed or caused to be constructed by Owner.

2.3.4 Indemnity and Hold Harmless as to Others. Owner shall indemnify and hold the City harmless from any and all injuries to or claims of adjacent property owners or occupants resulting from or relating to Owner’s performance under this Agreement.

2.3.5 Release. Owner assumes full responsibility for the work to be performed hereunder, and releases, relinquishes and discharges the City, its officers, agents and employees, from all claims, demands, and causes of action of every kind and character, including the cost of defense therefore, for any injury to or death of any persons and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with, Owner's work to be performed hereunder. This release shall apply whether or not said claims, demands, and causes or action are covered in whole or in part by insurance and regardless of whether or not said
claims, demands, and causes of action were caused in whole or in part by the negligence of the City, any other party released hereunder, or Owner.

2.3.6 Exclusions. Subject to any warranties and maintenance obligations under applicable ordinances of the City, Owner’s indemnity and release obligations set forth in sections 2.3.2 through 2.3.5 shall not extend to claims, losses, damages, demands, causes of action, suits or liabilities caused by or otherwise arising out of the City’s operation and/or maintenance of the Public Improvements following City’s acceptance of the Public Improvements.

2.4 Miscellaneous

2.4.1 Entire Agreement; Amendment; Assignment. This Agreement constitutes the entire agreement between the parties hereto and may be amended only by a written document signed by the parties. This Agreement shall be binding upon the successors and assigns of the parties. The assignment of all or part of this Agreement by a party is not valid without the written consent of the other party.

2.4.2 Subject to Ordinances and Laws. This Agreement and the obligations of the parties hereunder are subject to all valid and applicable ordinances, fees (including City impact fees and/or pro rata fees), rules, regulations, and laws of all governmental agencies having lawful jurisdiction over them.

2.4.3 Applicable Law and Venue. This Agreement shall be governed and construed under and in accordance with the laws of the State of Texas. Jurisdiction and venue for any matter arising out of this Agreement shall be in Hays County, Texas. Jurisdiction and venue in federal court for matters arising out of this Agreement shall be in the United States District Court for the Western District of Texas, Austin Division.

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

CITY OF SAN MARCOS: LAZY OAKS RANCH, LP
a Texas limited partnership

By: ____________________________ By: Lazy Oaks GP, LLC
Collette Jamison, Interim City Manager a Texas limited liability company, its general partner

By: ____________________________
Bryan W. Lee, Manager
EXHIBIT A
Project Map or Site Plan and Description of the Public Improvements
EXHIBIT B
Itemized Cost Estimate for all Public Improvements
(to include Separate Itemized Breakdown of City’s Portion of Costs)
RR 12 Booster: Up-size inlet and outlet piping from 12" to 16"

Elevated Storage Tank: Up-size from 300,000 gal. to 500,000 gal

Franklin Lift Station: Add wet well liner per City Request

12" Water Line: Up-size 12" Water Line to 16" Water Line

16" Water Line: Upgrade 16" Water Line to Ductile Iron

Improve intersection to Ultimate Development Scenario per approved TIA

EXHIBIT A: LOCATION MAP
EXHIBIT A1: BOOSTER (UTIL LAYOUT)

- Upsize suction line to 16".
- Upsize transmission line to 16".
EXHIBIT A2: 12" WATER LINE

UPSIZE TRANSMISSION LINE TO 16" (ENTIRE LENGTH)
EXHIBIT A3: 300,000 GAL EST
SITE PLAN

SITE DIMENSION, GRADING, AND UTILITY PLAN

UPSIZE EST TO 500,000 GAL
EXHIBIT A3: 500,000 GAL EST (SITE PLAN)
EXHIBIT A5: FRANKLIN LIFT STATION (WET WELL)

ADDED LINER FOR WET WELL PER COSM REQUEST
EXHIBIT B
Itemized Cost Estimate for all Public Improvements
(to include Separate Itemized Breakdown of City’s Portion of Costs)
## EXHIBIT B - LA CIMA COST SHARING AGREEMENT PROJECT COSTS

### CONSTRUCTION COSTS

#### BOOSTER STATION

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Price with 12&quot; Piping</td>
<td>$705,100.00</td>
</tr>
<tr>
<td>Bid Price with 16&quot; Piping</td>
<td>$721,100.00</td>
</tr>
<tr>
<td>City Participation</td>
<td>$16,000.00</td>
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</table>

#### 12" WATER LINE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Bid Price for 12&quot; Water Line</td>
<td>$655,083.00</td>
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<tr>
<td>Bid Price for 16&quot; Water Line</td>
<td>$830,454.00</td>
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<td>City Participation</td>
<td>$175,371.00</td>
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#### ELEVATED STORAGE TANK

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<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Price for 300,000 Gallon Est</td>
<td>$1,221,100.00</td>
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<tr>
<td>Bid Price for 500,000 Gallon Est</td>
<td>$1,436,600.00</td>
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<td>City Participation</td>
<td>$215,500.00</td>
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#### 16" WATER LINE

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<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Bid Price for 16&quot; PVC Water Line</td>
<td>$946,988.80</td>
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<tr>
<td>Bid Price for 16&quot; Ductile Iron Water Line</td>
<td>$1,049,360.80</td>
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<td>City Participation</td>
<td>$102,372.00</td>
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#### FRANKLIN LIFT STATION

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Bid Price for Franklin Lift Station</td>
<td>$518,605.00</td>
</tr>
<tr>
<td>Bid Price for Wet Well Liner Associated Items</td>
<td>$25,500.00</td>
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<tr>
<td>City Participation</td>
<td>$25,500.00</td>
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#### W. CENTERPOINT-RR 12 INTERSECTION

<table>
<thead>
<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Estimate for W. Centerpoint-RR 12 Intersection</td>
<td>$1,097,997.70</td>
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<tr>
<td>City Share of Intersection Improvements PER TIA</td>
<td>$400,375.51</td>
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<tr>
<td>City Participation</td>
<td>$400,375.51</td>
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### Total Construction Costs

<table>
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<tr>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Total Construction Costs</td>
<td>$4,956,495.31</td>
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<tr>
<td>Total City Participation in Construction Costs</td>
<td>$935,118.51</td>
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<tr>
<td>City Participation as % of Construction Cost</td>
<td>19%</td>
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#### 10% Contingency on City Participation Costs

<table>
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<tr>
<th>Description</th>
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<tbody>
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<td>10% Contingency on City Participation Costs</td>
<td>$93,511.85</td>
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### Total Requested City Reimbursement

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<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Requested City Reimbursement</td>
<td>$1,028,630.36</td>
</tr>
<tr>
<td>Total Requested City Reimbursement as % of Construction Costs</td>
<td>21%</td>
</tr>
</tbody>
</table>

---

Note: Bid tabulations for each project and bid forms for low bidder are attached.
### 1.0 BASE BID

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>1</td>
<td>LS</td>
<td>30’X20’ PRECAST CONCRETE BUILDING</td>
<td>$150,000.00</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>1.2</td>
<td>3</td>
<td>EA</td>
<td>3 - Domestic Booster Pumps (75 HP) w/ VFD’s</td>
<td>$32,000.00</td>
<td>$96,000.00</td>
</tr>
<tr>
<td>1.3</td>
<td>1</td>
<td>LS</td>
<td>Pump Station Site Work - Grading Plan, Silt Fence, and Rock Berms.</td>
<td>$30,000.00</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>1.4</td>
<td>1</td>
<td>LS</td>
<td>Electrical Equipment/Controls/Alarms</td>
<td>$282,600.00</td>
<td>$282,600.00</td>
</tr>
<tr>
<td>1.5</td>
<td>1</td>
<td>LS</td>
<td>Generator (Approximately 200 KW)</td>
<td>$49,500.00</td>
<td>$49,500.00</td>
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<tr>
<td>1.8</td>
<td>1</td>
<td>LS</td>
<td>Site Fencing (6’ Chain Link Fence with gate)</td>
<td>$8,000.00</td>
<td>$8,000.00</td>
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<tr>
<td>1.9</td>
<td>1</td>
<td>LS</td>
<td>Valves, Flow meters and Appurtenance</td>
<td>$39,000.00</td>
<td>$39,000.00</td>
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<tr>
<td>1.10</td>
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<td>LS</td>
<td>Electrical Service</td>
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<tr>
<td>1.11</td>
<td>1</td>
<td>LS</td>
<td>RR12 Connection and Valves and Disinfection</td>
<td>$4,000.00</td>
<td>$4,000.00</td>
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**SUBTOTAL BASE BID** $661,100.00

### ALTERNATE 1

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<th>Bid Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1.1</td>
<td>20</td>
<td>LF</td>
<td>12” Suction Piping and Valves</td>
<td>$900.00</td>
<td>$18,000.00</td>
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<tr>
<td>A1.2</td>
<td>100</td>
<td>LF</td>
<td>12” Discharge Piping and Valves (100 feet from the PS Building)</td>
<td>$260.00</td>
<td>$26,000.00</td>
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**SUBTOTAL ALTERNATE 1** $44,000.00

### ALTERNATE 2

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<tr>
<th>Bid Item</th>
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<tr>
<td>A2.1</td>
<td>20</td>
<td>LF</td>
<td>Substitute 16” Suction Piping and Valves for Bid Item A1.1</td>
<td>$1,300.00</td>
<td>$26,000.00</td>
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<tr>
<td>A2.2</td>
<td>100</td>
<td>LF</td>
<td>Substitute 16” Discharge Piping and Valves (100 feet from the PS Building) for Bid Item A1.2</td>
<td>$340.00</td>
<td>$34,000.00</td>
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**SUBTOTAL ALTERNATE 2** $60,000.00

### BID SUMMARY

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<tr>
<td>1.0 BASE BID</td>
<td>$661,100.00</td>
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<tr>
<td><strong>TOTAL BASE BID</strong></td>
<td>$661,100.00</td>
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<tr>
<td>ALTERNATE 1</td>
<td>$44,000.00</td>
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<tr>
<td><strong>BASE BID + ALTERNATE 1</strong></td>
<td>$705,100.00</td>
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<tr>
<td>ALTERNATE 2</td>
<td>$60,000.00</td>
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<tr>
<td><strong>BASE BID + ALTERNATE 2</strong></td>
<td>$721,100.00</td>
</tr>
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</table>

Note: Contractor's math was incorrect on bid; amount corrected for this tabulation.
1.0 GENERAL

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>1.1</td>
<td>1</td>
<td>LS</td>
<td>Traffic Control</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
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<td>1.2</td>
<td>4.9</td>
<td>AC</td>
<td>Clear and Grub within Limits of Construction</td>
<td>$5,500.00</td>
<td>$26,950.00</td>
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<td>1.3</td>
<td>4,698</td>
<td>LF</td>
<td>Silt Fence (w/J Hooks)</td>
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<td>$14,094.00</td>
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<td>1,077</td>
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<td>Tree Protection Fencing</td>
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<td>Rock Berm</td>
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<td>EA</td>
<td>Stabilized Construction Entrance</td>
<td>$2,500.00</td>
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**SUBTOTAL BASE BID**

$75,252.00

2.0 POTABLE WATER IMPROVEMENTS

<table>
<thead>
<tr>
<th>Bid Item</th>
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<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>2.1</td>
<td>60</td>
<td>LF</td>
<td>8&quot; C-900 DR-14 PVC WL including pipe, fittings, restraints, and all other appurtenances (all depths)</td>
<td>$110.00</td>
<td>$6,600.00</td>
</tr>
<tr>
<td>2.3</td>
<td>77</td>
<td>LF</td>
<td>18&quot; Bore &amp; Steel Encasement with 8&quot; C-900 DR-14 PVC WL including pipe, fittings, restraints, and all other appurtenances (all depths) per CoSM 501S-1-SM</td>
<td>$540.00</td>
<td>$41,580.00</td>
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<tr>
<td>2.4</td>
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<td>EA</td>
<td>8&quot; Gate Valve, including any necessary appurtenances</td>
<td>$1,700.00</td>
<td>$8,500.00</td>
</tr>
<tr>
<td>2.6</td>
<td>6</td>
<td>EA</td>
<td>Standard Fire Hydrant Assembly, including pipe, fittings, valve, hydrant, and all required appurtenances</td>
<td>$4,700.00</td>
<td>$28,200.00</td>
</tr>
<tr>
<td>2.7</td>
<td>2</td>
<td>EA</td>
<td>2&quot; Automatic Air Release, including all appurtenances</td>
<td>$4,800.00</td>
<td>$9,600.00</td>
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<td>2.8</td>
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<td>EA</td>
<td>Flush Valve, including all appurtenances</td>
<td>$4,700.00</td>
<td>$4,700.00</td>
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<tr>
<td>2.9</td>
<td>60</td>
<td>LF</td>
<td>Trench safety systems for water line</td>
<td>$2.00</td>
<td>$120.00</td>
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<tr>
<td>2.10</td>
<td>1</td>
<td>LS</td>
<td>Relocate existing San Marcos Academy water service</td>
<td>$5,000.00</td>
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**SUBTOTAL POTABLE WATER IMPROVEMENTS**

$104,300.00

**ALTERNATE 1**

<table>
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<tr>
<th>Bid Item</th>
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<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1.1</td>
<td>3,020</td>
<td>LF</td>
<td>12&quot; C-900 DR-14 PVC WL including pipe, fittings, restraints, and all other appurtenances (all depths)</td>
<td>$87.00</td>
<td>$262,740.00</td>
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<tr>
<td>A1.2</td>
<td>359</td>
<td>LF</td>
<td>16&quot; C-905 DR-18 PVC WLIcluding pipe, fittings, restraints, and all other appurtenances (all depths)</td>
<td>$108.00</td>
<td>$38,772.00</td>
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<tr>
<td>A1.3</td>
<td>246</td>
<td>LF</td>
<td>24&quot; Bore &amp; Steel Encasement with 12&quot; C-900 DR-14 PVC WL including pipe, fittings, restraints, and all other appurtenances (all depths) per CoSM 501S-1-SM</td>
<td>$490.00</td>
<td>$120,540.00</td>
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<tr>
<td>A1.4</td>
<td>13</td>
<td>EA</td>
<td>12&quot; Gate Valve, including any necessary appurtenances</td>
<td>$2,700.00</td>
<td>$35,100.00</td>
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<tr>
<td>A1.5</td>
<td>2</td>
<td>EA</td>
<td>16&quot; Gate Valve, including any necessary appurtenances</td>
<td>$7,500.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>A1.6</td>
<td>3379</td>
<td>LF</td>
<td>Trench safety systems for water line</td>
<td>$1.00</td>
<td>$3,379.00</td>
</tr>
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**SUBTOTAL ALTERNATE 1**

$475,531.00
## ALTERNATE 2

<table>
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<th>Unit</th>
<th>Description</th>
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<th>Amount</th>
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<tbody>
<tr>
<td>A2.1</td>
<td>3,020</td>
<td>LF</td>
<td>Substitute 12&quot; AWWA CL350 DUCTILE IRON WL for Bid Item A1.1</td>
<td>$95.00</td>
<td>$286,900.00</td>
</tr>
<tr>
<td>A2.2</td>
<td>359</td>
<td>LF</td>
<td>Substitute 16&quot; AWWA CL250 DUCTILE IRON WL for Bid Item A1.2</td>
<td>$117.00</td>
<td>$42,003.00</td>
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<tr>
<td>A2.3</td>
<td>246</td>
<td>LF</td>
<td>Substitute 24&quot; Bore &amp; Steel Encasement with 12&quot; AWWA CL350 DUCTILE IRON WL for Bid Items A1.3</td>
<td>$500.00</td>
<td>$123,000.00</td>
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<tr>
<td>A2.4</td>
<td>13</td>
<td>EA</td>
<td>12&quot; Gate Valve, including any necessary appurtenances</td>
<td>$2,700.00</td>
<td>$35,100.00</td>
</tr>
<tr>
<td>A2.5</td>
<td>2</td>
<td>EA</td>
<td>16&quot; Gate Valve, including any necessary appurtenances</td>
<td>$7,500.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>A2.6</td>
<td>3379</td>
<td>LF</td>
<td>Trench safety systems for water line</td>
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**SUBTOTAL ALTERNATE 2**

$505,382.00

## ALTERNATE 3

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</thead>
<tbody>
<tr>
<td>A3.1</td>
<td>3,379</td>
<td>LF</td>
<td>Substitute 16&quot; AWWA CL250 DUCTILE IRON WL for Bid Items A1.1 and A1.2</td>
<td>$117.00</td>
<td>$395,343.00</td>
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<tr>
<td>A3.2</td>
<td>246</td>
<td>LF</td>
<td>Substitute 30&quot; Bore &amp; Steel Encasement with 16&quot; AWWA CL250 DUCTILE IRON WL for Bid Items A1.3</td>
<td>$580.00</td>
<td>$142,680.00</td>
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<tr>
<td>A3.3</td>
<td>13</td>
<td>EA</td>
<td>Substitute 16&quot; Gate Valve for Bid Item A1.4</td>
<td>$7,300.00</td>
<td>$94,900.00</td>
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<tr>
<td>A3.4</td>
<td>2</td>
<td>EA</td>
<td>16&quot; Gate Valve, including any necessary appurtenances</td>
<td>$7,300.00</td>
<td>$14,600.00</td>
</tr>
<tr>
<td>A3.5</td>
<td>3379</td>
<td>LF</td>
<td>Trench safety systems for water line</td>
<td>$1.00</td>
<td>$3,379.00</td>
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**SUBTOTAL ALTERNATE 3**

$650,902.00

### BID SUMMARY

<table>
<thead>
<tr>
<th>Section</th>
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<tbody>
<tr>
<td>1.0 GENERAL</td>
<td>$75,252.00</td>
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<tr>
<td>2.0 POTABLE WATER IMPROVEMENTS</td>
<td>$104,300.00</td>
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**TOTAL BASE BID**

$179,552.00

<table>
<thead>
<tr>
<th>ALTERNATE 1</th>
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<td>BASE BID + ALTERNATE 1</td>
<td>$655,083.00</td>
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<thead>
<tr>
<th>ALTERNATE 2</th>
<th>Amount</th>
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<tbody>
<tr>
<td>BASE BID + ALTERNATE 2</td>
<td>$684,934.00</td>
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<tr>
<td>Bid Item</td>
<td>Quantity</td>
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<tr>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>1.1</td>
<td>1</td>
</tr>
<tr>
<td>1.2</td>
<td>1</td>
</tr>
<tr>
<td>1.3</td>
<td>1</td>
</tr>
<tr>
<td>1.4</td>
<td>1</td>
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<tr>
<td>1.5</td>
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<tr>
<td>1.6</td>
<td>1</td>
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**SUBTOTAL BASE BID** $178,100.00

**ALTERNATE 1: ELEVATED STORAGE TANK - 300,000 GALLONS - PEDESPHERE**

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1.1</td>
<td>1</td>
<td>LS</td>
<td>300,000 Gallon Storage Tank including standard accessories</td>
<td>$885,000.00</td>
<td>$885,000.00</td>
</tr>
<tr>
<td>A1.2</td>
<td>1</td>
<td>LS</td>
<td>Tank Foundation</td>
<td>$100,000.00</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>A1.3</td>
<td>1</td>
<td>LS</td>
<td>Electrical Work (Lighting, Controls and Alarms)</td>
<td>$58,000.00</td>
<td>$58,000.00</td>
</tr>
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**SUBTOTAL ALTERNATE 1** $1,043,000.00

**ALTERNATE 2: ELEVATED STORAGE TANK - 500,000 GALLONS - PEDESPHERE**

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A2.1</td>
<td>1</td>
<td>LS</td>
<td>500,000 Gallon Storage Tank including standard accessories</td>
<td>$1,100,000.00</td>
<td>$1,100,000.00</td>
</tr>
<tr>
<td>A2.2</td>
<td>1</td>
<td>LS</td>
<td>Tank Foundation</td>
<td>$103,500.00</td>
<td>$103,500.00</td>
</tr>
<tr>
<td>A2.3</td>
<td>1</td>
<td>LS</td>
<td>Electrical Work (Lighting, Controls and Alarms)</td>
<td>$55,000.00</td>
<td>$55,000.00</td>
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**SUBTOTAL ALTERNATE 2** $1,258,500.00

**BID SUMMARY**

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<th>Amount</th>
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<td>1.0 BASE BID</td>
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**TOTAL BASE BID** $178,100.00

**ALTERNATE 1** $1,043,000.00

**BASE BID + ALTERNATE 1** $1,221,100.00

**ALTERNATE 2** $1,258,500.00

**BASE BID + ALTERNATE 2** $1,436,600.00
### 1.0 GENERAL

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>0.73</td>
<td>AC</td>
<td>Clear and Grub within Limits of Construction</td>
<td>$10,000.00</td>
<td>$7,300.00</td>
</tr>
<tr>
<td>1.2</td>
<td>291</td>
<td>LF</td>
<td>Silt Fence (w/J Hooks)</td>
<td>$7.00</td>
<td>$2,037.00</td>
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**SUBTOTAL** $9,337.00

### 2. POTABLE WATER IMPROVEMENTS

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>1,703</td>
<td>LF</td>
<td>8&quot; C-900 DR-14 PVC WL including pipe, fittings, restraints, and all other appurtenances (all depths)</td>
<td>$32.00</td>
<td>$54,496.00</td>
</tr>
<tr>
<td>2.2</td>
<td>19</td>
<td>EA</td>
<td>8&quot; Gate Valve, including any necessary appurtenances</td>
<td>$1,500.00</td>
<td>$28,500.00</td>
</tr>
<tr>
<td>2.3</td>
<td>9</td>
<td>EA</td>
<td>12&quot; Gate Valve, including any necessary appurtenances</td>
<td>$2,500.00</td>
<td>$22,500.00</td>
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<tr>
<td>2.4</td>
<td>21</td>
<td>EA</td>
<td>16&quot; Gate Valve, including any necessary appurtenances</td>
<td>$6,700.00</td>
<td>$140,700.00</td>
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<tr>
<td>2.5</td>
<td>11</td>
<td>EA</td>
<td>Automatic Flushing Valve Assembly</td>
<td>$9,000.00</td>
<td>$99,000.00</td>
</tr>
<tr>
<td>2.6</td>
<td>4</td>
<td>EA</td>
<td>Flush Valve</td>
<td>$3,650.00</td>
<td>$14,600.00</td>
</tr>
<tr>
<td>2.7</td>
<td>15</td>
<td>EA</td>
<td>Standard Fire Hydrant Assembly, including pipe, fittings, restraints, valve, hydrant, and all required appurtenances</td>
<td>$3,700.00</td>
<td>$55,500.00</td>
</tr>
<tr>
<td>2.8</td>
<td>2</td>
<td>EA</td>
<td>2&quot; Automatic Air Release/Vacuum Valve, including all appurtenances</td>
<td>$4,700.00</td>
<td>$9,400.00</td>
</tr>
<tr>
<td>2.9</td>
<td>10,958</td>
<td>LF</td>
<td>Trench safety systems for water line</td>
<td>$0.10</td>
<td>$1,095.80</td>
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</tbody>
</table>

**SUBTOTAL** $425,791.80

### ALTERNATE 1

<table>
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<tr>
<th>Bid Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1.1</td>
<td>2,896</td>
<td>LF</td>
<td>12&quot; C-900 DR-14 PVC WL including pipe, fittings, restraints, and all other appurtenances (all depths)</td>
<td>$45.00</td>
<td>$130,320.00</td>
</tr>
<tr>
<td>A1.2</td>
<td>6,359</td>
<td>LF</td>
<td>16&quot; C-905 DR-18 PVC WL including pipe, fittings, restraints, and all other appurtenances (all depths)</td>
<td>$60.00</td>
<td>$381,540.00</td>
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**SUBTOTAL** $511,860.00
LA CIMA - 16" WATER LINE B AND ASSOCIATED LINES
PID MPA BID - 004
Bid Opening: December 1, 2016

### ALTERNATE 2

<table>
<thead>
<tr>
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<th>Description</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A2.1</td>
<td>2,896</td>
<td>LF</td>
<td>Substitute 12&quot; AWWA CL350 DUCTILE IRON WL for Bid Item A1.1</td>
<td>$54.00</td>
<td>$156,384.00</td>
</tr>
<tr>
<td>A2.2</td>
<td>6,359</td>
<td>LF</td>
<td>Substitute 16&quot; AWWA CL250 DUCTILE IRON WL for Bid Item A1.2</td>
<td>$72.00</td>
<td>$457,848.00</td>
</tr>
</tbody>
</table>

**SUBTOTAL** $614,232.00

### BID SUMMARY

1.0 GENERAL

- **$9,337.00**

2. POTABLE WATER IMPROVEMENTS

- **$425,791.80**

**TOTAL BASE BID** $435,128.80

**ALTERNATE 1**

- **$511,860.00**

**BASE BID + ALTERNATE 1** $946,988.80

**ALTERNATE 2**

- **$614,232.00**

**BASE BID + ALTERNATE 2** $1,049,360.80

$102,372.00
## Bid Bond
Addendum #1 Acknowledged

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>1</td>
<td>LS</td>
<td>Traffic Control</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>1.2</td>
<td>1</td>
<td>EA</td>
<td>Project Signs</td>
<td>$1,200.00</td>
<td>$1,200.00</td>
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<tr>
<td>1.3</td>
<td>1</td>
<td>LS</td>
<td>Mobilization</td>
<td>$25,000.00</td>
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**SUBTOTAL GENERAL**  
$28,200.00

## 2.0 FRANKLIN LIFT STATION MISC. IMPROVEMENTS

<table>
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<tr>
<th>Bid Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>3</td>
<td>EA</td>
<td>Remove and Replace Existing Pumps with new 60HP Pumps per Contract Documents, include all associate work, equipment and material for removal, haul off and disposal per contract documents, incl. all associate work, equipment and material for removal</td>
<td>$79,000.00</td>
<td>$237,000.00</td>
</tr>
<tr>
<td>2.2</td>
<td>6</td>
<td>EA</td>
<td>Remove and Replace Existing Guiderails with New SS 316 Guiderails incl. all associate work, equipment and material for removal</td>
<td>$1,100.00</td>
<td>$6,600.00</td>
</tr>
<tr>
<td>2.3</td>
<td>1</td>
<td>LS</td>
<td>Remove and Replace Existing Floats with new SS 316 Float Mounting Assembly incl. all associate work, equipment and material for removal, incl. all associate work, equipment and material for removal</td>
<td>$3,500.00</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>2.4</td>
<td>1</td>
<td>LS</td>
<td>Remove and Replace Existing discharge pipes from 6-inch DIP to 8-inch DIP per contract documents, incl. combination air release valve, check and gate valves</td>
<td>$80,000.00</td>
<td>$80,000.00</td>
</tr>
<tr>
<td>2.5</td>
<td>25</td>
<td>LF</td>
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<td>Franklin Lift Station Electrical improvements include pump Control Panel, Electrical Rack, Generator Connection Box, Manual Transfer Switch, Mini-Power</td>
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**FRANKLIN LIFT STATION MISC. IMPROVEMENTS**  
$464,905.00

## 3.0 CITY OF SAN MARCOS IMPROVEMENTS

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<tr>
<th>Bid Item</th>
<th>Quantity</th>
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<th>Description</th>
<th>Unit Price</th>
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**SUBTOTAL CITY OF SAN MARCOS IMPROVEMENTS**  
$25,500.00

**BID SUMMARY**

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**FRANKLIN LIFT STATION OFFSITE WASTEWATER IMPROVEMENTS TOTAL BID**  
$518,605.00
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Sub Total -1: $273,151.56

Sub Total -2: $20,416.18

Sub Total: $293,567.74

2/9/2017
## La Cima
### Center Point Road Intersection Improvement
#### Engineer's Probable Cost of Construction

2/9/2017

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La Cima
Center Point Road Intersection Improvement
Engineer’s Probable Cost of Construction

2/9/2017

<table>
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<th>Description</th>
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<th>Unit</th>
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<td>5% Mobilization</td>
<td></td>
<td></td>
<td></td>
<td>$46,319.24</td>
</tr>
<tr>
<td>Payment performance bond</td>
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<td>$23,159.62</td>
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<td>Maintenance Bond</td>
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<tr>
<td><strong>TOTAL CONSTRUCTION COST</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$998,179.73</strong></td>
</tr>
<tr>
<td>10% Contingency</td>
<td></td>
<td></td>
<td></td>
<td>$99,817.97</td>
</tr>
<tr>
<td><strong>TOTAL CONSTRUCTION COST WITH CONTINGENCY</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$1,097,997.70</strong></td>
</tr>
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<td>Bid Item</td>
<td>Description</td>
<td>Total Cost</td>
<td>Developer %</td>
<td>City of San Marcos %</td>
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<tr>
<td>----------</td>
<td>--------------------------------------------------</td>
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<td>-------------</td>
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<tr>
<td>1.0</td>
<td>Northbound Right Turn Lane with Island</td>
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<td>3.0</td>
<td>Southbound Right Turn Lane with Island</td>
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<tr>
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<td>6.0</td>
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<tr>
<td>7.0</td>
<td>Signal Construction</td>
<td>$200,000.00</td>
<td>37%</td>
<td>63%</td>
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</table>

Total Construction Cost $926,384.90  
$588,586.53  
$337,798.37

5% Mobilization $46,319.24  
$29,429.33  
$16,889.92

Payment performance bond $23,159.62  
$14,714.66  
$8,444.96

Maintenance Bond $2,315.96  
$1,471.47  
$844.50

TOTAL CONSTRUCTION COST $998,179.73  
$697,022.19  
$363,977.74

10% Contingency $99,817.97  
$63,420.20  
$36,397.77

TOTAL CONSTRUCTION COST WITH CONTINGENCY $1,097,997.70  
$697,022.19  
$400,375.51
### Table 29: Improvements Cost Share

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<thead>
<tr>
<th>Item Description</th>
<th>Developers (%)</th>
<th>Marcos Project (%)</th>
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<tr>
<td><strong>Phase I</strong></td>
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<tr>
<td><strong>Phase II</strong></td>
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<td>Northbound Left Turn Lane</td>
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<td>0%</td>
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<tr>
<td><strong>Phase III</strong></td>
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<td>Westbound Left Turn Lane</td>
<td>37%</td>
<td>63%</td>
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<tr>
<td>Storage Increase - SB Left Turn Lane</td>
<td>37%</td>
<td>63%</td>
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<tr>
<td><strong>Phase IV</strong></td>
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<td>Southbound right turn lane</td>
<td>100%</td>
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<td>Northbound right turn lane</td>
<td>37%</td>
<td>63%</td>
</tr>
<tr>
<td>Eastbound Island</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>Northbound Island</td>
<td>37%</td>
<td>63%</td>
</tr>
<tr>
<td>Westbound Island</td>
<td>37%</td>
<td>63%</td>
</tr>
<tr>
<td>Southbound Island</td>
<td>100%</td>
<td>0%</td>
</tr>
</tbody>
</table>
**EXHIBIT A: LOCATION MAP**

- **RR 12 Booster:** Up-size inlet and outlet piping from 12" to 16"
- **Elevated Storage Tank:** Up-size from 300,000 gal. to 500,000 gal
- **Franklin Lift Station:** Add wet well liner per City Request
- **12" Water Line:** Up-size 12" Water Line to 16" Water Line
- **16" Water Line:** Upgrade 16" Water Line to Ductile Iron
- **Improve intersection to Ultimate Development Scenario per approved TIA**
AGENDA CAPTION:
Consider approval of Resolution 2017-44R, approving an agreement of sale with the Trust for Public Land for the City to purchase approximately 50 acres of land out of the Wildenthal Tract for the expansion of the Purgatory Creek natural area at a price of $632,000.00; authorizing the Interim City Manager to execute said agreement and related closing documents on behalf of the City; authorizing the Interim City Manager or her designee to submit a grant application to the U.S. fish and Wildlife Service, Ecological Services program for a grant in the amount of $2,272,500.00 to fund the purchase of the remaining 152 acres out of said Wildenthal Tract for further expansion of the Purgatory Creek natural area, and to execute any and all documents necessary to accept such grant if awarded; and declaring an effective date.

Meeting date: March 7, 2017

Department: Community Services Parks

Funds Required: $632,000.00
Account Number: Project C450
Funds Available: $632,000.00
Account Name: PARK LAND ACQUISITION

CITY COUNCIL GOAL:
Goal #2 Beautify and Enhance the Quality of Place and Goal #9 Protect and Preserve the San Marcos River and Edwards Aquifer Recharge Zone

COMPREHENSIVE PLAN ELEMENT(s): Environment and Resource Protection Goal #1

BACKGROUND:
The City of San Marcos, in conjunction with Scott Parker of the Trust for Public Land, is attempting to purchase the 202 acre Wildenthal tract at the upper end of Purgatory Creek Natural Area. The total purchase price is $3,030,00 (202 x $15,000 per acre). A grant application to the U.S. Fish and Wildlife will provide $2,272,500 or 75 percent of the total needed ($3,030,000 x 75 percent). Existing COSM Parks and Open Space funds in the amount of $632,000 will be combined with a gift of $125,500 from the Trust for Public Land to purchase 50 acres out of the 202 acres. Those 50 acres will be used as the 25 match required. A grant application will be submitted to the U.S. Fish and Wildlife Service, Ecological Services Program. FY 2016 Cooperative Endangered Species Conservation Fund (CESCF) Grants - Catalog of Federal Domestic Assistance (CFDA) Number: 15.615. We will be applying for funding under the Nontraditional Recovery Land
Acquisition Grant program. We will need to have our application turned in to Texas Parks and Wildlife Department by March 3rd for prior review.

This is the last tract to be added to the Purgatory Creek Natural Area. The last bird survey conducted for that tract indicated 38 nesting pairs of Golden-Cheeked Warblers. We are going to attempt to obtain additional grants from non-profit foundations we have worked with in the past who are sympathetic to our concerns for protecting endangered species and the San Marcos River watershed. The goal it to exceed the 25 percent minimum match required to increase our chances of getting funded. If purchase is completed the total acreages for PCNA will be 1,065 contiguous acres.
RESOLUTION NO. 2017- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING AN AGREEMENT OF SALE WITH THE TRUST FOR PUBLIC LAND FOR THE CITY TO PURCHASE APPROXIMATELY 50 ACRES OF LAND OUT OF THE WILDENTHAL TRACT FOR THE EXPANSION OF THE PURGATORY CREEK NATURAL AREA AT A COST TO THE CITY OF $632,000.00; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE SAID AGREEMENT AND RELATED CLOSING DOCUMENTS ON BEHALF OF THE CITY; AUTHORIZING THE INTERIM CITY MANAGER OR HER DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE U.S. FISH AND WILDLIFE SERVICE, ECOLOGICAL SERVICES PROGRAM FOR A GRANT IN THE AMOUNT OF $2,272,500.00 TO FUND THE PURCHASE OF THE REMAINING 152 ACRES OUT OF SAID WILDENTHAL TRACT FOR FURTHER EXPANSION OF THE PURGATORY CREEK NATURAL AREA, AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACCEPT SUCH GRANT IF AWARDED; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The attached Agreement of Sale between the Trust for Public Land and the City of San Marcos (the “Agreement”) is hereby approved.

PART 2. The Interim City Manager is authorized to execute the Agreement and all related closing documents on behalf of the City.

PART 3. The Interim City Manager, or her designee, is authorized to submit a grant application to the U.S. Fish and Wildlife Service, Ecological Services Program for a grant in the amount of $2,272,500.00 to fund the purchase of the remaining 152 acres out of the Wildenthal tract for further expansion of the Purgatory Creek Natural Area, and to execute any and all documents necessary to accept such grant if awarded.

PART 4. This Resolution shall be in full force and effect immediately from and after its passage.

ADOPTED on March 7, 2017.

John Thomaides
Mayor
Attest:

Jamie Lee Case
City Clerk
AGREEMENT OF SALE

This is an Agreement with an Effective Date as provided below between THE TRUST FOR PUBLIC LAND, a nonprofit California public benefit corporation authorized to do business in Texas as TPL-Texas, Inc., which shall be referred to as “TPL” or "Seller" and the CITY OF SAN MARCOS, a Texas municipal corporation, which shall be referred to as "City" or “Buyer”.

RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are as follows. Telephone numbers are included for information only.

SELLER: Scott Parker  
Texas State Director  
The Trust for Public Land  
2579 Western Trails Boulevard  
Suite 130  
Austin, TX. 78745  
(415) 269 4231  
Email: scott.parker@tpl.org

With copies to:  
The Trust for Public Land  
2610 University Avenue, Suite 300  
St. Paul, MN 55114  
Attn: Margaret J. Madden  
Tel: (651) 999-5301  
Fax: (651) 917-2248  
Email: maggie.madden@tpl.org

BUYER: Richard Salmon  
City of San Marcos  
630 East Hopkins Street  
San Marcos, TX 78666  
Tel: (512) 393-8405  
Fax: (512) 353-7273  
Email: rsalmon@sanmarcostx.gov

With copies to:  
Legal Department  
City of San Marcos  
630 East Hopkins Street  
San Marcos, TX 78666  
Tel: (512) 393-8154  
Fax: (512) 393-3983  
Email:saguirre@sanmarcostx.gov
B. Claude Kern Wildenthal and Margaret D. Wildenthal, husband and wife (collectively “Current Owner”) are the owners of certain real property located in Hays County, Texas consisting of approximately 202.567 acres and identified as Tract II on Exhibit A attached hereto and made a part hereof (the “Tract II Property”).

C. Seller has proposed to acquire from Current Owner up to 50.5 acres of the Tract II Property lying northeasterly of the 110.002 parcel identified as Tract I on Exhibit A (the “Tract I Property”). Said + 50.5 acres is generally depicted and identified on Exhibit B attached hereto and made a part hereof. Said real property, together with any and all improvements, fixtures, timber, water and/or minerals not otherwise shown of record to be outstanding in third parties, located thereon and any and all rights appurtenant thereto including but not limited to timber rights, water rights, mineral right and access rights that do not may terminate by their terms shall be referred to in this Agreement as the “Property”. The exact acreage and legal description of the Property will be determined in accordance with Section 1.

D. Buyer wishes to purchase the Property from Seller and Seller wishes to sell the Property to Buyer in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. Purchase and Sale. Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Property for $632,000.00 (the “Purchase Price”) pursuant to the terms and conditions set forth herein. The Purchase Price shall be payable in cash, at Closing (as defined below), subject to any credits, pro-rations and adjustments provided elsewhere in this Agreement. The exact acreage that will be included as part of the Property will be so much of the Tract II Property lying northeasterly of the Tract I Property with an appraised fair market value of $757,500.00, but in no event more than 50.5 acres. The parties agree that the northeasterly boundary line of the Property will be adjusted as necessary so that the Property reflects an appraised value of $757,500.00. The final northeasterly boundary line shall be subject to final approval by Seller and Buyer, such approval not to be unreasonably withheld. The appraised value shall be determined by the allocation, by a letter of allocation prepared by Graham & Associates, of the Appraised FMV of Tract II between the Property and the balance of the Tract II Property, which allocation will be subject to Buyer’s review and approval. For purposes of this Agreement, the “Appraised FMV of Tract II” will be determined by a full narrative written appraisal of the Tract II Property prepared by Graham & Associates, Inc., which appraisal will be subject to Buyer’s review and approval. Seller will, at Seller’s expense, cause the final northeasterly boundary line of the Property to be located and a legal description of the Property prepared by a surveyor licensed in Texas.

Seller intends to make a land value donation to Buyer equal to the difference between the portion of the Appraised FMV of Tract to allocated to the Property and the Purchase Price.
2. **Condition of the Property.**

a. City agrees that City has:

   (i) made an independent investigation of the physical condition of the Property including but not limited to the condition of the soil, the presence of hazardous materials or contaminants, other physical characteristics, and compliance with any statutes, ordinances or regulations;

   (ii) studied all aspects or circumstances of the Property which City deems material or relevant.

   (iii) requested and received from TPL all other documents and materials which City deems material or relevant with respect to the transaction contemplated under this Agreement;

   (iv) had full, complete and satisfactory access to the Property, and all records relating to the same which City has requested and/or deemed material or relevant; and

   (v) had the opportunity to make all inspections and verifications which City deemed necessary for the completion of City's due diligence review for the transactions covered by this Agreement.

b. City agrees that:

   (i) TPL has made no representations or warranties with respect to the Property except as set forth in this Agreement;

   (ii) TPL shall not be responsible for any statements, representations or warranties of any kind furnished to City by any real estate broker or any other person, unless the same are specifically set forth in this Agreement;

   (iii) no materials, brochures, or documents delivered by TPL to City or any other person shall be, or be deemed, a representation, warranty, or agreement of TPL under, or with respect to, this Agreement; and City has, and shall have, the exclusive responsibility for verifying any facts or conditions set forth or described in any such materials, brochures, or documents; and

   (iv) City has not undertaken any activity and will not undertake any activity which will jeopardize TPL’s efforts to acquire the Property. The parties agree that any activity undertaken by City as required by law is not an activity that would be construed to jeopardize TPL’s acquisition effort.
c. City acknowledges that City has had a full and fair opportunity to inspect the Property and any structures or improvements on the Property and to perform any tests or analyses desired by City to satisfy City as to the condition of the Property. Except as to conditions violating applicable state and federal laws of which TPL has actual knowledge, but fails to disclose to City, City agrees to accept the Property including any structures or improvements, "as is, where is," subject to all faults of every kind and nature whatsoever, whether latent or patent and whether now or hereafter existing and subject to any violations of any law or ordinance existing on the date of closing, including without limitation those relating to the environmental condition of the Property. Except as to matters of which TPL has actual knowledge, but has failed to disclose to City, City waives any and all objections to or claims or causes of action against TPL including, but not limited to federal, state or common law actions and any private right of action under state and federal law to which the Property is or may be subject (including, but not limited to CERCLA and RCRA) regarding the physical characteristics and existing structural, geologic, subsurface, soil, water and environmental conditions on, under, adjacent to or otherwise affecting the Property.

City further acknowledges that as a condition of Current Owner’s sale of the Property that Current Owner requires that Seller and its successors and assigns release Current Owner of and from any and all responsibility, liability, obligations and claims of any kind and nature, known or unknown, that Seller or its successors and assigns may have against Current Owner or that may arise in the future, based in whole or in part, upon the Property conditions and/or the presence of environmental contamination on or within or under the surface of the Property, including, without limitation, all responsibility, liability, obligations, and claims that may arise under any local, state or federal law to which the Property is or may be subject. Buyer acknowledges that the provisions of this Section 2 shall survive the Closing.

3. Closing. Final settlement of the obligations of the parties hereto shall occur on or before March 22, 2017, at such date, place and time as the parties shall agree (the "Closing"); provided, however, TPL may at its option elect to extend the Closing if the contingency set forth in Section 27 have not been met by said date. This transaction shall be closed in escrow with Presidio Title, 7373 Broadway, Suite 105, San Antonio, Texas 78209 (the “Escrow Holder”). The transaction contemplated hereunder shall be closed by Escrow Holder in accordance with the general provisions of the usual form of deed and money escrow agreement then in use by Escrow Holder, with such additional special provisions inserted in said escrow agreement as may be required to conform with the terms and conditions of this Agreement.

4. Title. TPL shall by special warranty deed convey to City its interest in the Property, subject only to the following:

   (i) any federal, state or local laws, ordinances, regulations and/or orders whatsoever;
(ii) liens for real estate taxes not yet due and payable and other taxes and assessments of any kind or nature assessed (not yet due and payable) with respect to the Property;

(iii) matters or record; and

(iv) the standard printed exceptions on the form of title insurance issued pursuant to Section 5.

TPL has delivered to City a copy of a commitment for title insurance covering the Tract II Property issued by Escrow Holder. City shall at its sole cost and expense obtain a title commitment for title insurance from Escrow Holder committing the title company to issue a TLTA Owner’s Policy insuring title to the Property in City.

5. **Title Insurance.** City shall at its option and its sole cost and expense procure a TLTA owner's policy of title insurance from the title company that issued the commitment for title insurance described in Section 4 insuring that title to the Property is vested in City upon Closing, subject to the matters set forth in Section 4.

6. **TPL’s Promise not to Further Encumber.** Seller shall not, without the prior written consent of City, make any leases, contracts, options or agreements whatsoever affecting the Property which would in any manner impede TPL’s ability to perform hereunder and deliver title as agreed herein. Buyer understands and agrees that if there are current grazing and/or hunting lease(s) (the “Grazing Lease(s)”) affecting the Property at the time of Seller’s acquisition from Current Owner that the Grazing Lease(s) will be assigned to Seller. Buyer further understands and agrees that if the Grazing Lease(s) have not terminated as of Closing then: (i) Seller shall assign such Grazing Lease(s) to Buyer, and (ii) the lease payment(s) will be prorated as of the date of Closing.

7. **Representations.** TPL makes the following representations:

   i. At Closing, TPL will have the power to sell, transfer and convey all right, title and interest in and to the Property.

   ii. TPL represents and warrants that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code. TPL's United States Taxpayer Identification Number is 23-7222333.

8. **Taxes, Closing Expenses and Fees.** Real property taxes on the Property shall be prorated as of the date of Closing based upon the latest available tax bill. If the Closing shall occur before the tax rate is fixed for the then current year, subsequent to Closing, when the tax rate is fixed for the year in which the Closing occurs, TPL and City agree to adjust the proration of taxes and, if necessary, to refund or pay (as the case may be) such sums as shall be necessary.
to effect such adjustment. The escrow fee for Closing shall be shared equally by TPL and City. City believes that if the Property is conveyed by TPL to City that no compensatory or roll back taxes would arise from the termination of a preferential tax classification of the Property payable as a result of TPL’s conveyance to City, as City is a governmental entity. If any such monetary obligation arises as a result of TPL’s conveyance to City, satisfaction of such obligation will be City’s responsibility. Other fees and charges not otherwise allocated in this Agreement shall be allocated in accordance with the customary practice of Hays County, Texas.

9. **Notices.** All notices pertaining to this Agreement shall be in writing delivered to the parties hereto personally by hand, telecopier, courier service or Express Mail, or by first class mail, postage prepaid, at the addresses set forth in Recital A. All notices shall be deemed given when deposited in the mail, first class postage prepaid, addressed to the party to be notified; or if delivered by hand, telecopier, courier service or Express Mail, shall be deemed given when delivered. The parties may, by notice as provided above, designate a different address to which notice shall be given.

10. **Remedies Upon Default.** In the event either party defaults in the performance of any of its obligations under this Agreement, the non-defaulting party shall have the right of specific performance against the defaulting party, in addition to any and all other remedies provided in this Agreement, or by law or equity.

11. **No Broker's Commission.** Each party represents to the other that it has not used a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. In the event any person asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, the party on account of whose conduct the claim is asserted will hold the other party harmless from said claim.

12. **Time of the Essence.** Time is of the essence of this Agreement.

13. **Binding on Successors.** This Agreement shall be binding not only upon the parties but also upon their heirs, personal representatives, assigns, and other successors in interest.

14. **Additional Documents.** TPL and City agree to execute such additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement.

15. **Assignment.** City may not assign its interests under this Agreement without the written consent of TPL.

16. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between City and TPL pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No Agrmt of Sale City of San Marcos_Widenthal Phase 2 (2-10-17).doc
supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

17. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.

18. **Severability.** Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

20. **Acceptance of Deed.** The acceptance by City of the deed shall be deemed to be full performance by TPL of, and shall discharge TPL from, all obligations hereunder and TPL shall have no further liability hereunder, except as to the failure to disclose information to the City under Section 2 or any misrepresentations made by TPL and relied upon by the City in entering into this Agreement.

21. **Risk of Loss.** TPL will notify City promptly after discovery of any casualty damage to the Property. TPL will have no obligation to repair or replace the Property if it is damaged by casualty before Closing. City may terminate this Agreement if the casualty damage that occurs before Closing would materially affect City’s intended use of the Property, by giving notice to TPL within fifteen days after receipt of TPL’s notice of the casualty (or before Closing if TPL’s notice of the casualty is received less than fifteen days before Closing). If City does not terminate this Agreement, TPL will convey the Property to City in its damaged condition,

22. **Condemnation.** In the event of the taking of all or any part of the Property by eminent domain proceedings, or the commencement of such proceedings prior to Closing, City shall have the right, at its option, to terminate this Agreement by written notice to TPL.

23. **Possession.** Possession of the Property shall be delivered on the date of Closing in the same condition as it is on the date hereof and/or as required pursuant to the terms of this Agreement, ordinary wear and tear excepted, free and clear of the rights or claims of any other party except as otherwise permitted in Sections 4 and 6.

24. **City's Representation.** City represents that it has full power and authority to enter into this Agreement and the person signing this Agreement for City has full power and authority to sign for City and to bind it to this Agreement.
25. **Miscellaneous.** In the event that any of the deadlines set forth herein end on a Saturday, Sunday or legal holiday, such deadline shall automatically be extended to the next business day which is not a Saturday, Sunday or legal holiday. The term "business days" as may be used herein shall mean all days which are not on a Saturday, Sunday or legal holiday.

26. **Representation.** City hereby acknowledges that neither The Trust for Public Land nor its attorney represented City as an attorney in this transaction and neither actually provided any legal advice, counsel or service to or on behalf of City. City further acknowledges that The Trust for Public Land’s attorney represented the interests of The Trust for Public Land solely in this transaction.

27. **Contingency.** Buyer acknowledges that Seller does not presently own the Property and that Seller's duties hereunder and Buyer's rights hereunder are both expressly contingent upon the acquisition by Seller of the Property. In the event Seller does not acquire the Property from the Current Owner, this Agreement shall terminate and neither party shall have any further obligations hereunder.

28. **Conditions to Access to Property.** Before entering upon the Property, City shall notify TPL and TPL shall have obtained the Current Owner’s permission for City to enter upon the Property to conduct said investigations. To the extent allowed by the constitution and laws of the State of Texas, City does hereby indemnify and hold the Current Owner and TPL and its officers, directors, principals, and employees, as the case may be, harmless from and against any and all liability, loss, cost, claim, action, suit and/or expense (including but not limited to attorneys’ fees and litigation expenses) which they may suffer or incur by reason of City’s or its agents presence on the Property.

29. **Signage.** The parties agree that permanent signage on the Property shall provide for recognition of the role of TPL in this acquisition, said signage being subject to applicable governmental regulations and the approval of TPL. This section shall survive the delivery of the deed.

30. **Expiration.** This Agreement shall be of no force or effect, and shall be null and void, unless a fully-signed original of this Agreement, signed by both parties, is delivered to Seller and received by Seller no later than March 17, 2017. Seller may in its sole discretion waive this expiration date.

IN WITNESS of the foregoing provisions the parties have executed and delivered this Agreement as of the date set forth below. The effective date (the “Effective Date”) of this Agreement shall be the last date of execution by either of the parties to this Agreement. This Agreement may be executed and delivered by electronic signature (including facsimile or .pdf)
by or on behalf of either Buyer or Seller, which form of execution and delivery shall be effective for all purposes.

TPL:

THE TRUST FOR PUBLIC LAND

By: __________________________

Title:__________________________

Date: _________________________

CITY:

CITY OF SAN MARCOS

By: __________________________

Title:____________________________

Date: __________________________
EXHIBIT B
General Depiction of +/- 50 Acres

Purgatory Creek Natural Area Expansion
HAYS COUNTY, TEXAS

December 21, 2018.