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. Consider action, by motion, or provide direction to Staff regarding the following Executive Session item in accordance with Section §551.074 of the Texas Government Code: Personnel Matters - to discuss and provide Annual Appointee Evaluations to the City Manager and City Clerk, which took place during the May 29, 2018 Work Session at 3:00PM.

V. 30 Minute Citizen Comment Period

PRESENTATIONS

2. Receive a Staff presentation and update on City Facilities, and provide direction to the City Manager.

3. Receive the 10-year Capital Improvements Plan, hold discussion, and provide direction to the City Manager.

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.
4. Consider approval, by motion, of the following meeting Minutes:
   A) May 15, 2018 - Work Session Minutes
   B) May 15, 2018 - Regular Meeting Minutes

5. Consider approval of Ordinance 2018-15, on the second of two readings, amending the Official Zoning Map of the City by rezoning a 59.734 acre, more or less, tract of land in the La Cima Subdivision, located west of the intersection of Old Ranch Road 12 and Wonder World Drive, from “FD” Future Development District to “SF-4.5” Single-Family District; and including procedural provisions.

6. Consider approval of Resolution 2018-81R, approving an Interlocal agreement regarding asset forfeitures within Comal County for the benefit of the Hays County Narcotics Task Force; authorizing the City Manager or his designee to execute the said agreement on behalf of the City and declaring an effective date.

7. Consider approval of Resolution 2018-82R, approving the award of a contract to Knight Security Systems, Inc. for Water Tower and Lift Stations Surveillance and Access Systems, (#218-266) in the estimated purchase amount of $110,994.96; authorizing the City Manager or his designee to execute the appropriate purchase documents on behalf of the City and declaring an effective date.

8. Consider approval of Resolution 2018-83R, granting an easement to Pedernales Electric Cooperative, Inc. for the installation of Electric Utility Facilities to serve the San Marcos Regional Airport; authorizing the City Manager to execute the easement on behalf of the City; and declaring an effective date.

9. Consider approval of Resolution 2018-84R, approving the Interlocal Contract with the Texas Department of Information Resources (“DIR”) so that the City may participate in DIRS Cooperative Purchase Program; authorizing the City Manager or his designee to execute the appropriate purchase documents on behalf of the City and declaring an effective date.

NON-CONSENT AGENDA

10. Discuss and consider appointments to the following Council Committees and the GSMP Board of Directors to fill a vacancy, and provide direction to Staff:
    a) Joint Partnership Committee of the City Council, Hays County Commissioners, and San Marcos Consolidated Independent School District Board of Trustees (2 Council Members)
    b) Transit Committee (3 Council Members)
    c) Workforce Housing Committee (3 Council Members)
    d) Rental Registration Council Committee (3 Council Members)
    e) Greater San Marcos Partnership (GSMP) Board of Directors (1 Council Member to fill vacancy)
    f) Student Housing Committee (1 Council Member to fill vacancy)

11. Hold discussion regarding City Council’s participation in the Cultural Arts District Designation efforts, and provide direction to the City Manager.
12. Receive an update on CAMPO Regional Arterials Study and Craddock Extension and provide additional information as requested.

13. Receive a Staff presentation and update regarding the Fiscal Year 2018-2019 Budget, and provide direction to the City Manager.

14. Hold a discussion on allocation of Best Buy generated revenue for fiscal year 2018, and provide direction to the City Manager.

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 MONDAY, MAY 21, 2018 @ 4:00PM

JAMIE LEE CASE, TRMC, CITY CLERK

Notice of Assistance at the Public Meetings

The City of San Marcos does not discriminate on the basis of disability in the admission or access to its services, programs, or activities. Individuals who require auxiliary aids and services for this meeting should contact the City of San Marcos ADA Coordinator at 512-393-8000 (voice) or call Texas Relay Service (TRS) by dialing 7-1-1. Requests can also be faxed to 855-461-6674 or sent by e-mail to ADArequest@sanmarcostx.gov
AGENDA CAPTION:
Consider action, by motion, or provide direction to Staff regarding the following Executive Session item in accordance with Section §551.074 of the Texas Government Code: Personnel Matters - to discuss and provide Annual Appointee Evaluations to the City Manager and City Clerk, which took place during the May 29, 2018 Work Session at 3:00PM.
AGENDA CAPTION:
Receive a Staff presentation and update on City Facilities, and provide direction to the City Manager.
Meeting date: May 29, 2018

Department: City Manager’s Office, Steve Parker, Assistant City Manager

Amount & Source of Funding
Funds Required: Click or tap here to enter text.
Account Number: Click or tap here to enter text.
Funds Available: Click or tap here to enter text.
Account Name: Click or tap here to enter text.

Fiscal Note:
Prior Council Action: Click or tap here to enter text.

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

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

Master Plan: [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]
Choose an item.
Background Information:
The City of San Marcos passed a bond election in May of 2017. The first proposition was related to four public safety projects- a police station remodel and expansion, an additional fire station within the City, a relocation of an existing fire station and the creation of a fire training facility. The second proposition was related to a 29,000 expansion and a remodel of the existing San Marcos Library. City staff has recently issued the General Obligation Bonds for these projects. City staff would like to provide an update on what they have been working on since the bond election such as reviewing the most appropriate alternative delivery method for procuring these facilities. City staff will provide the City Council on some projected timelines as to how these facilities are progressing. City staff will also update the City Council on the Public Services/Community Services Maintenance Facility as well as some opportunities for a future City Hall.

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

Alternatives:
Click or tap here to enter text.

Recommendation:
Click or tap here to enter text.
PRESENTATION OVERVIEW

- Update on Bond Projects
- Update on Public Services/Community Services Facilities
- Update on Overall State of Facilities
- Update on City Hall Municipal Complex
UPDATE ON BOND PROJECTS

➢ PROPOSITION 1-$17.2M
  ▪ Remodel and expansion of Police Department-$5.5M
  ▪ Relocation of Holland Fire Station #2- $5.2M
  ▪ 6th Fire Station to be located in Highpointe Trace Subdivision- $4.5M along with additional staffing
  ▪ Fire Training Facility- $2M

➢ PROPOSITION 2-$14.5M
  ▪ 27,000 Square Foot Remodel of existing Library
  ▪ 29,000 Square Foot Addition to existing Library
UPDATE ON BOND PROJECTS

➢ CITY STAFF HAS BEEN GOING THROUGH SIGNIFICANT DUE DILIGENCE SINCE THE BOND ELECTION
  ▪ Staff has met with the following:
    ✓ Owner’s Rep Engineering Firms
    ✓ Architects
    ✓ Contractors
    ✓ Legal Firms
    ✓ Real Estate Firms
    ✓ Other Cities/Counties

➢ APPROPRIATE STAFF NOW IN PLACE
  ▪ New City Manager
  ▪ New Purchasing Manager*
  ▪ New Contracts Manager*
  (*These two individuals have significant experience in construction projects and procurement methodologies)
UPDATE ON BOND PROJECTS

- Why Such Significant Due Diligence?
  - We want the projects done right
  - We want the projects done timely
  - We want to avoid cost overruns
  - We want to be good stewards of our citizen’s tax dollars

- Due Diligence Helps Make Educated Decision On Best Delivery Method To Use For Each Project
ALTERNATIVE DELIVERY METHODS

- Extensively Studied 4 Of 5 Different Delivery Methods
  - Low Bid
  - Competitive Sealed Proposal*
  - Design Build*
  - Construction Manager at Risk*
  - Design Build Finance*

* Extensively Studied
ALTERNATIVE DELIVERY METHODS

Factors That Affect Which Delivery Method To Use

- Complexity of project
- Time to complete project using each delivery method
- Budgetary implications of using each delivery method
- Difficulty defining project scope
- Financing of project
ALTERNATIVE DELIVERY METHOD #1 - COMPETITIVE SEALED PROPOSAL

Owner

A/E

General Contractor

Subcontractors

8
COMPETITIVE SEALED PROPOSAL

- Similar To Competitive Bidding
- Owner Selects Architect To Design And Develop Construction Documents
- Selection Of Contract Is Based On A Combination Of Price And Other Factors That The Owner Deems Provide The Best Value

- Advantages-
  1. Selection flexibility
  2. Defined Project Scope
  3. Single Point of Responsibility

- Disadvantages-
  1. No design phase assistance
  2. Longer schedule timeframe
  3. Potential for unforeseen changes orders without quality design such as our current Fire Station design
ALTERNATIVE DELIVERY METHOD #2-DESIGN BUILD

Owner

Design Builder

Subcontractors
DESIGN BUILD

- A Single Entity Is Contracted To Provide Design And Construction
- Design Build Team Consists Of Contractor, Architect And Engineer
- Selection Is Based On The Proposal Offering The Best Value To The Owner

- Advantages-
  1. Selection flexibility
  2. Single point of contact for design and construction
  3. Faster delivery schedule
  4. Team Concept
  5. Successful City Project - Conference Center

- Disadvantages-
  1. Loss of checks and balances without experienced owner’s rep
  2. More difficult for owner to manage potential adversarial relationship between Owner and Design Builder
ALTERNATIVE DELIVERY METHOD #3 CONSTRUCTION MANAGER AT RISK
CONSTRUCTION MANAGER AT RISK

- A method where the construction manager serves as the general contractor providing preconstruction and construction services.
- The construction manager at risk provides design phase assistance in evaluating costs, schedule, and implications of alternative designs.

**Advantages**
1. Selection Flexibility
2. Design Phase Assistance
3. Faster Delivery Schedule
4. Team Concept
5. Change Flexibility

**Disadvantages**
1. Difficulty in evaluating contractor’s Gross Maximum Price
2. Reduced Adversarial Relationship without experience Owner’s Rep
ALTERNATIVE DELIVERY
METHOD #4 DESIGN BUILD
FINANCE
DESIGN BUILD FINANCE

- Design build finance delivery model is frequently a consideration when a City seeks some form of external financing support in the form of a leaseback.

- Depending upon the structure, it can afford the City reasonable involvement and flexibility in early design and procurement activities, as well as various leasing or payout options.

- Operations and maintenance of the asset can remain with the City or be assigned to the development manager. Legal ownership may reside with the City or reside with the development manager.
DESIGN BUILD FINANCE

- Advantages-
  1. Owner has little initial financial investment
  2. Single contractual responsibility for Engineering, Procurement, Construction, and Finance
  3. O&M may shift to Develop Manager as well
  4. Expedited delivery time to meet City objectives
  5. Performance related contracting standards
  6. May defer starting payments; typically lowest cash flow
  7. Cost overruns minimized

- Disadvantages-
  1. Requires early and prompt decision-making by owner
  2. Checks and balances between Architect and Contractor is eliminated, Owner’s Rep mitigates this issue.
  3. Not all construction firms provide financing alternatives
# ALTERNATIVE DELIVERY METHODS

<table>
<thead>
<tr>
<th>Delivery Method</th>
<th>Best Suited</th>
<th>Least Suited</th>
</tr>
</thead>
<tbody>
<tr>
<td>Competitive Sealed Proposal</td>
<td>New projects that are not schedule sensitive nor subject to potential change.</td>
<td>Complex projects that are sequence or schedule sensitive. Projects subject to potential change.</td>
</tr>
<tr>
<td>Design Build</td>
<td>New or renovation projects that are schedule sensitive. Desire to minimize cost overruns</td>
<td>Projects that are difficult to define and are less schedule sensitive</td>
</tr>
<tr>
<td>Construction Manager at Risk</td>
<td>Larger, new or renovation projects that are schedule sensitive, difficult to define or subject to change</td>
<td>Smaller Project Types</td>
</tr>
<tr>
<td>Design Build Finance</td>
<td>City debt preservation, external finance support is desired, lowest cash flow based decision</td>
<td>Small or one-off type projects</td>
</tr>
</tbody>
</table>
# ALTERNATIVE DELIVERY METHODS

<table>
<thead>
<tr>
<th>Method</th>
<th>Potential Projects</th>
</tr>
</thead>
<tbody>
<tr>
<td>Competitive Sealed Proposal</td>
<td>FUTURE FIRE STATIONS (Existing Quality Design Plans make this delivery method most desirable)</td>
</tr>
<tr>
<td>Design Build</td>
<td>LIBRARY BOND PROJECT, POLICE STATION BOND PROJECT (Minimizing cost overruns, project delivery schedule and construction logistics make this delivery method most desirable)</td>
</tr>
<tr>
<td>Construction Manager at Risk</td>
<td>LIBRARY BOND PROJECT, POLICE STATION BOND PROJECT</td>
</tr>
<tr>
<td>Design Build Finance</td>
<td>PUBLIC/COMMUNITY SERVICES MAINTENANCE COMPLEX, CITY HALL COMPLEX (Financing alternatives make this delivery method most desirable)</td>
</tr>
</tbody>
</table>
PROJECT MANAGEMENT
(OWNER’S REP) RFQ

- Experienced owner’s rep needed to make our future facility projects successful
- Staff capacity does not exist to accomplish these projects in a timely manner
- Owner’s rep services typically pay for themselves in the long run
- Ensures quality projects delivered in a timely, cost-effective manner
- RFQ for owner’s rep services currently being evaluated by staff. Proposed contract is scheduled for June 19th City Council meeting.
PROJECT MANAGER RFQ

- Proposed list of services
  - Help finalize best delivery method for project
  - Help create prospective procurement documents for prospective facilities
  - Negotiate on the city’s behalf to develop best product at the best price
  - Track expenses as compared to budget
  - Ensure what is procured is delivered
  - Assist with evaluation of public private partnership opportunities
  - Bond project dashboard to update community on success of program
# Bond Election Proposed Timeline

<table>
<thead>
<tr>
<th>Project</th>
<th>Proposed Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Library &amp; Police</td>
<td>Design Build</td>
</tr>
<tr>
<td>Design Criteria Manual Created by PM</td>
<td>Start week of June 18&lt;sup&gt;th&lt;/sup&gt;</td>
</tr>
<tr>
<td>Possible construction starting</td>
<td>First quarter of CY 2019</td>
</tr>
<tr>
<td>Fire Station #2 Relocation</td>
<td>Competitive Sealed Proposal</td>
</tr>
<tr>
<td>Design Contract with BRW</td>
<td>Start Week of June 18&lt;sup&gt;th&lt;/sup&gt;</td>
</tr>
<tr>
<td>Possible construction starting</td>
<td>January 2019</td>
</tr>
<tr>
<td>Fire Training Facility</td>
<td>Anticipating a construction start in early 2019</td>
</tr>
<tr>
<td>still being developed</td>
<td></td>
</tr>
<tr>
<td>Trace Fire Station</td>
<td>Possible Construction in 2020 or 2021</td>
</tr>
</tbody>
</table>
BOND ELECTION COMMUNICATION PLAN

- Website Dashboard will be created to address
  - Project Status
  - Project Timelines
  - Project Financial Updates

- Semi-annual City Council Workshop Updates on Bond Projects (more if needed)

- Quarterly Progress Written Reports will be provided to the City Council and the Community Improvement Program Task Force

- Additional Reports and updates will be given to the Friends of the Library as needed
City purchased 18 acres of land on Clovis Barker for a Facility Maintenance Warehouse
Cost will be split equally between 3 Major Funds
City staff recommends a Design Build Finance Alternative Delivery Method
Construction anticipated by April 2019
Overall State of Facilities

- Routine Maintenance Costs Continue to Rise
- Out of Space for Staff Expansion
- Lack of Parking continues to be a concern
- Focus on minimizing capital costs during transition to new buildings
- Some capital expenses will be necessary until new buildings can be phased in
- Development of a Facility’s Maintenance Internal Service Fund that will address routine maintenance and capital replacement
UPDATE ON POTENTIAL FUTURE CITY HALL FACILITY

- Once the Public/Community Service Maintenance Facility is complete, the potential for a future city hall exists
- Staff will update the existing space needs study to determine future City Hall needs
- Cost will be split evenly between the General Fund and the Utility Funds
- City staff recommends the examination of a Design Build Finance Alternative Delivery Method
- We would like to see this facility being designed concurrently with the Public Maintenance facility so that City Hall construction can commence soon thereafter
CITY STAFF RECOMMENDATIONS

- Proceed with hiring an experienced Project Management Firm
- Proceed with the design of Fire Station 2 using the Competitive Sealed Proposal Methodology
- Proceed with the Design Build RFQ for the Police and Library Bond Projects
- Proceed with the Design Build Finance Methodology for the Public Services Maintenance Facility
- Proceed with the formulation of a City Hall Development Plan that explores the Design Build Finance Delivery Method
QUESTIONS?
**AGENDA CAPTION:**
Receive the 10-year Capital Improvements Plan, hold discussion, and provide direction to the City Manager.

**Meeting date:** May 29, 2018

**Department:** Engineering and CIP

<table>
<thead>
<tr>
<th><strong>Amount &amp; Source of Funding</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Funds Required:</strong></td>
</tr>
<tr>
<td><strong>Account Number:</strong></td>
</tr>
<tr>
<td><strong>Funds Available:</strong></td>
</tr>
<tr>
<td><strong>Account Name:</strong></td>
</tr>
</tbody>
</table>

**Fiscal Note:**

**Prior Council Action:** Click or tap here to enter text.

**City Council Strategic Initiative:** [Please select from the dropdown menu below]
- Public Transit
- Stormwater
- City Facilities

**Comprehensive Plan Element(s):** [Please select the Plan element(s) and Goal # from dropdown menu below]
- ☒ Economic Development - Promote & Support Potential of San Marcos Municipal Airport
- ☒ Environment & Resource Protection - Population Prepared for and resilient to Man-Made & Natural Disasters
- ☒ Land Use - High Density Mixed Use Dev. & Infrastructure in the Activity Nodes & Intesity Zones (supporting walkability and integrated transit corridors)
- ☒ Neighborhoods & Housing - Choose an item.
- ☒ Parks, Public Spaces & Facilities - Well maintained public facilities that meet needs of our community
- ☒ Transportation - Safe, Well coordinated transportation system implemented in an environmentally sensitive manner
- □ Not Applicable
Background Information:

As required by the Charter, the 10-year Capital Improvements Program must be recommended by the Planning and Zoning Commission and submitted to the City Council 120 days prior to the beginning of the fiscal year.

The draft CIP document and recommendation letter from the P&Z will be provided to City Council at the meeting. Also provided this year will be a summary document of the 2019 CIP projects categorized by the City Council’s Strategic Initiatives. This document has been developed to provide an easier overview of the projects proposed to be funded in the 2019 budget.

Highlights of the 2019-2028 CIP include:

- Continued focus on stormwater infrastructure with $92 million in funding over the next 10 years.
- Maintaining capacity in the general fund by limiting expenditures to approximately $10 million per year for 5 years, not including bond or the City Hall projects.
- Water and wastewater improvements to maintain the system and accommodate growth with approximately $264.3 million in funding over the next 10 years with $124.8 million eligible for funding from impact fees.
- Electric funding over the next 10 years at $49 million.

During the Planning and Zoning review process there were changes to the CIP document that they did not consider in their recommendation. These are highlighted in yellow on the CIP spreadsheets and included:

- Multi - #714  SCADA Replacement
- General - #526 City Facility Renovations (reflects City Council discussion)
- General - #696 Charles Cock House (reflects City Council discussion)
- General #699 Price Center (reflects City Council discussion)
- General #703 Traffic Signal Synchronization and Improvement Project (funding to be reimbursed through TxDOT funding through 2021
- General #656 Spray Pads Eastside/Westside pushed out to 2022 until completion of Parks Master Plan to provide recommendation on priority and locations
- Addition of 20% match ($200K) for CAMPO awarded study projects in San Marcos
Council Committee, Board/Commission Action:
Planning and Zoning Commission provided the attached recommendation at their May 22nd meeting.

Alternatives:
Click or tap here to enter text.

Recommendation:
Accept draft CIP
10 Year Capital Improvements
Program Update

City Council Meeting
May 29th, 2018
Capital Improvements Program

- Long-range plan and schedule for capital projects and system assets
- Identifies options for financing projects
- Only the first year CIP is approved in the budget
- Detailed look at projects in first 3-years
- Projects out 7-10 years are less defined
Capital Improvements
Program Funding

- Four City Funding Sources:
  - General Fund
    - Comes from property & sales taxes
    - Airport, Parks, Facilities, Public Safety & Transportation
  - Drainage or Stormwater Fund
    - Comes from drainage utility fee
    - Drainage and water quality
  - Electric Fund
    - Comes from electric rates
  - Water/Wastewater Funds
    - Comes from w/ww rates and impact fees
- Grants or outside sources
New Capital Improvement Project Requested

Prioritization Criteria

1. Receiving external funding match/leveraging funds with development. (CAMPO, TXDOT, EAA, TWDB, TXState, County)
2. Known System Failure
3. Required State or federal Mandate
4. Council Strategic Initiatives (Stormwater, Facilities, Transit, Affordable Housing, Community Partnerships)
5. Ability to implement in identified time frame - Department Work Load
6. Project identified in a Master Plans (Comp Plan, Water, Wastewater, Trans., Stormwater)
7. Location of project in relation to others - combine or stagger to minimize disruption
8. Risk Assessment – risk for change in project scope/cost/time.
9. Financial Constraints

Prioritized 10 year CIP
FY 19 CIP Process - Where are we?

Completed:

✓ Departments Submit Projects
✓ Review comprehensive list of projects
✓ Bond Project Constraints
  • 5 Bond Projects: Police Department, Fire Station #2 Relo, FD Training Facility, New Fire Station District #8, Library
  • General Fund Debt ~$10M a year
✓ P&Z Recommendation
  • No changes, as is
  • Yellow highlighted projects they did not consider in their recommendation

Outstanding:

• City Council Discussion during Budget Process
• City Council Approval of FY2019 Projects
New FY 2019 Strategic Initiatives

#617 Blanco Gardens Stormwater Imps - Project to resolve local flooding in the Blanco Gardens Neighborhood. Previous Funding $5.5M HUD-DR, FY2019 $250k Electric for pole relocation.
### Understanding the Spreadsheet

- **Grouped by Category**
  - Multi - projects with more than one funding source.

- **Supporting Comp Plan Goals**

- **Shows funding needed by Source and Year**

#### Purple Highlight = Approved Bond Project

#### Pink Highlight = Impact Fee Funds

#### Table:

<table>
<thead>
<tr>
<th>Category</th>
<th>Project ID</th>
<th>Project Name</th>
<th>Project Description</th>
<th>Comp Plan Goals</th>
<th>Risk Score</th>
<th>Funding Source</th>
<th>Previously Approved Funding</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multi</td>
<td>524</td>
<td>Airport Tankway System, Ramp Rehab Design and Drainage Master Plan</td>
<td>PCI analysis in 2013 indicates failure of pavement on various taxiways and ramps. TxDOT recommends an analysis and rehab based upon its results. Drainage will also be a component to insure pavement life. First phase of the project will be for the study and design. Second phase of the project will be for construction over multiple years. This amount reflects the City’s 10% project match.</td>
<td>EDG601, EDG602, EDG603, EDG604</td>
<td>23</td>
<td>Drainage</td>
<td>General</td>
<td>$ 15,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multi</td>
<td>183</td>
<td>Bishop Street Improvements</td>
<td>Drainage, Water (per master plan) and Wastewater improvements along Belvin &amp; S. Bishop to improve drainage issues downstream along San Antonio Street. Includes a sidewalk on Bishop between Belvin and Hopkins. The needs on this project will be determined with the Hopkins Street Imp. Design funds in 2019, construction in 2021.</td>
<td>LUG105</td>
<td>39</td>
<td>Water</td>
<td>General</td>
<td>$ 20,000</td>
<td>$ 40,000</td>
<td></td>
</tr>
<tr>
<td>Multi</td>
<td>587</td>
<td>Bishop Street Sidewalk Connection</td>
<td>Construct a 5' wide sidewalk along one side of Bishop from Prospect to Belvin. Install a bus stop and bus shelter at Belvin. The FER will determine the costs of widening the road for the addition of dedicated bike lane going uphill from Belvin to Prospect. Power pole relocation will be required. General funds may be offset by any available fee in lieu funds.</td>
<td>LRG100, LUG302, LUG105</td>
<td>30</td>
<td>General</td>
<td>Water</td>
<td>$ 20,000</td>
<td>$ 75,000</td>
<td>$ 200,000</td>
</tr>
<tr>
<td>Multi</td>
<td>325</td>
<td>Briarwood Water Improvements</td>
<td>Replace undersized mains approx. 1500 LF. Will include drainage improvements along the railroad track. Design in 2019. Construction in 2020.</td>
<td>LRG3204</td>
<td>26</td>
<td>Water</td>
<td>Drainage</td>
<td>$ 15,000</td>
<td>$ 100,000</td>
<td>$ 100,000</td>
</tr>
<tr>
<td>Multi</td>
<td>27</td>
<td>Chestham Street and Blanco River Wl Bore Imps</td>
<td>Construct 1,000 ft. of 12” of water line from CM Allen to Mill Race along Chestham. Connects to previous improvement at Mill Race. Add 70’ of sidewalk on South Side of Chestham St from start of</td>
<td>LUG105, LUG306</td>
<td>35</td>
<td>General</td>
<td>Drainage</td>
<td>$ 200,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Next Steps

- June & August
  - Council Budget Workshops

- September
  - Budget Adoption by City Council including the FY 19 CIP Projects
AGENDA CAPTION:
Consider approval, by motion, of the following meeting Minutes:
   A) May 15, 2018 - Work Session Minutes
   B) May 15, 2018 - Regular Meeting Minutes

Meeting date:  5/29/2018

Department:  City Clerk

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

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

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

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

Master Plan:  [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]
Choose an item.
Background Information:
The following minutes are attached for review:
   A) May 15, 2018 - Work Session Minutes
   B) May 15, 2018 - Regular Meeting Minutes

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

Alternatives:

Recommendation: Approve Minutes as attached
I. Call To Order

With a quorum present, the regular meeting of the San Marcos City Council was called to order by Mayor Thomaides at 6:00 p.m. Tuesday, May 15, 2018 in the City Council Chambers, 630 E. Hopkins, San Marcos, Texas 78666.

II. Roll Call

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

III. Invocation

A moment of silence was observed.

IV. Pledges Of Allegiance - United States And Texas

Lina Hartoin, 3rd Grade Student at San Marcos Texas Preparatory School, led the assembly in the pledges of allegiance.

V. 30 Minute Citizen Comment Period

Joe Ptak, expressed his support of the Cultural District resolution. He indicated this is the culmination of the first step in creating the Dunbar Cultural District. He also addressed his concern with Council and double standards. He noted the inconsistencies that prevailed when we were a small town. He believes Mr. Becerra honored all his agreements when renting the property. The City made a "hand shake" deal with the previous owner versus a written agreement, and this was done for some groups and not others. The City should create processes and procedures that are consistent across all groups. These double standards should not exist in the City.

Jordan Buckley, spoke on behalf of the San Marcos Cinema Club and their support of the cultural district. He also spoke in regards to the Ruben Becerra lease agreement that is currently on the agenda. He filed an open record requests regarding the Ruben Becerra Lease and these documents indicated there was no signed contract and no payment from Mr. Anderson to the City.
He is unsure why this is such a hot topic all of a sudden. He mentioned the City Manager letter that the City did not bill the property owner properly. He thinks we can do better than this in the future.

Frank Arredondo, Sr, addressed the Council as a former Mayor and reminded Council they are a City Manager form of government. We need continued civility from Council and citizens to get things done. Reports say the City made a mistake and Mr. Becerra and his family should not bear that burden. If a mistake is made, then own it and things will work out better. He believes the City wants to do better and a lot is expected from Council and you should have the best interest of the City at heart. Don't go after one person, we need to benefit the entire community.

Suzanne Riley, spoke as the owner of Salon Therapy and spoke on the parking challenges in downtown. As a representative of the Downtown Association Parking Subcommittee, she spoke of the several meetings held in the last few months and the survey they are currently conducting. They are excited about the parking management program that is being discussed. She asked that Council act on the License Plate Recognition program in June. She spoke of the struggles she faces as business owner and how those parking are often non patronage citizens, usually students. The two hour parking is not enough for her types of services. As a stylist many of her consumers spend three hours at the salon. Consumers don't have time to patronize other businesses. She suggested that metered parking may be a good option.

Monica Becerra, spoke on behalf of herself and her two sons who are not running for public office. She expressed her appreciation to the City Manager and staff for getting this lease set up. There has been a lot of misinformation as there is no lease between the City of San Marcos and the Becerra Family. The assignment and assumption agreement with Union Pacific Rail Road was relinquished when a bill or lease was not established with the past or present owner.

Ruben Becerra, expressed his appreciation for the support the community is showing to his family. He stated that we are not freeloaders or looking for handouts. We are willing and able to help anyone in need. He wanted to take a moment to shed light on this item. He mentioned the "hand-shake" lease was turned into a written monetary agreement and he accepted this and honored this agreement.

Roland Saucedo, spoke in regards to the Dunbar Cultural District and
expressed his support for creating this district. There was a meeting held at the Greater Bethel Church and there was a great turnout in support of this district. He also stated that he hopes the issue with the Ruben Beccera issue is resolved this evening.

Kate Shaw, addressed the Council regarding the Hays County Animal Advocates. She wanted to share how the San Marcos Regional Animal Shelter can expand its operations. 1) Expanding the hours for adoption and add a Sunday. 2) Make improvements to the website, more friendly and fun by adding pictures of adoptable pets. The landing page is all text and no pictures of animals 3) Take a picture of every animal that comes in shelter and place it on the City’s website.

Gabrielle Moore, spoke as a Hays County Animal Advocate, she noted that 30% of dogs were euthanized and 70% of cats. More money would help expand the facility, and more staff is needed. She asked that Council fully fund this year's shelter budget. She stated there are grants but not enough staff to apply for them.

Elly Del Prado Dietz, addressed the council regarding item #22 on the agenda and stated that a lease is a lease. When someone has a lease they know rent is due, a bill is not sent. If Mr. Becerra was running a business on that property then he must have thought he was running it for free. Mr. Becerra claims he wasn't aware of a lease. In Section 5 of the item being considered this evening it is stated there is consideration for a new lease and asking to terminate prior lease. So this means the City is acknowledging there was a lease. For council to have forgiven him is one thing but to go forward with a new lease that is below market value is not right. She implored Council to do their job. The only right thing is to reconsider the debt forgiveness and make him pay 100%, go forward with one lease, this is what a prudent landlord would do.

PRESENTATIONS

1. Receive a presentation regarding the Transportation Master Plan, and provide direction to the City Manager.

Laurie Moyer, Director of Engineering and CIP and Rashad Islam with HDR provided a presentation regarding the Transportation Master Plan. There were numerous Community engagement events throughout the last few years to provide information and obtain feedback from citizens. The goals of the Transportation Master Plan include the implementation of cross-sections that preserve character and encourage economic development, expand bicycle lanes and trails, build a safe, efficient multimodal system that accesses key land uses,
build a connected, safe, and accessible pedestrian network, and maximize efficiency through best practices.

Discussion was held regarding removing the Craddock extension since Hays County has removed it from their plans. Council Member Hughson recused herself from the discussion on the Craddock Extension. Ms. Moyer will go to CAMPO and inquire about implications if we don't move forward with Craddock Extension.

Council consensus was to add an item to the May 29, 2018 regular meeting or have Staff provide an email to Council with additional information regarding the Craddock Extension thoroughfare prior to taking action at the June 5, 2018 regular meeting.

CONSENT AGENDA

A motion was made by Mayor Thomaides, seconded by Deputy Mayor Pro Tem Gregson, to approve the consent agenda with the exception of items #5, 12, and 13 which were pulled and considered separately. The motion carried by the following vote:

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

Against: 0

2. Consider approval, by motion, of the following meeting Minutes:
   A) May 1, 2018 - Work Session Minutes
   B) May 1, 2018 - Regular Meeting Minutes

3. Consider approval of Ordinance 2018-11, on the second of two readings, amending the Design Manual for the Installation of Network Node Support Poles authorized by Ordinance 2017-56 to establish a daily penalty of $500 for failure to relocate improperly placed equipment; providing a savings clause; providing for the repeal of any conflicting provisions; and providing an effective date.

4. Consider approval of Ordinance 2018-12, on the second of two readings, amending Chapter 14, Buildings and Building Regulations, of the City Code to implement recent legislation prohibiting the City from collecting fees from members of certain trades before they are authorized to practice their trades in the City; providing for an effective date.

5. Consider approval of Ordinance 2018-13, on the second of two readings, adopting fees to be charged by the City for various city services, including changes to some existing fees and the addition of new fees; providing a savings clause; providing for the repeal of
any conflicting provisions; and providing an effective date.

A motion was made by Deputy Mayor Pro Tem Gregson, seconded by Council Member Mihalkanin, to approve Ordinance 2018-13, on the second of two readings. The motion carried by the following vote:

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

Against: 0

6. Consider approval of Ordinance 2018-14, on the second of two readings, amending Section 2.041 of the San Marcos City Code to update the frequency of Regular Meetings per month; including procedural provisions; and declaring an effective date.

7. Consider approval of Resolution 2018-71R, approving the award of an Engineering Services Contract to Walker Partners, LLC. for the Red Sky Water Improvements Project to replace the current of two inch waterline along Horace Howard Dr. with an eight inch waterline for the estimated purchase amount of $199,998.00, contingent upon the provision of sufficient insurance; authorizing the City Manager or his designee to execute the appropriate purchase documents on behalf of the city and declaring an effective date.

8. Consider approval of Resolution 2018-72R, approving a Developer Participation Agreement with Highpointe Trace, LLC providing for the City to participate in the cost of a regional wastewater lift station to serve the area along Posey Road from Hunter Road to Old Bastrop Highway in the amount of $1,247,216.00; authorizing the City Manager to execute said agreement; and declaring an effective date.

9. Consider approval of Resolution 2018-73R, granting an easement to Bluebonnet Electric Cooperative, Inc. for the installation of electric utility facilities to loop electrical service for the Cottonwood Creek Subdivision; authorizing the City Manager to execute said easement on behalf of the city; and declaring an effective date.

10. Consider approval of Resolution 2018-80R, approving an expenditure of $45,000 from the Permanent Art Fund for the purchase of a Texas Wild Rice Sculpture as recommended by the Arts Commission; and declaring an effective date.

11. Consider approval of Resolution 2018-74R, approving the award of a contract to TRC Engineers, Inc. for the execution of the Electric Utility Pole Attachment Survey Project (IFB 218-232) for the estimated purchase amount of $93,039.02 is approved; authorizing the City Manager or his designee to execute the appropriate purchase documents on behalf of the city and declaring an effective date.

12. Consider approval, by motion, of Change in Service No. 3 with Kimley Horn and Associates for Engineering Services related to providing design and construction phase services for the Sessom Creek Wastewater Replacement from N.LBJ to Canyon Road Project in a not to exceed amount of $232,555.00.
A motion was made by Deputy Mayor Pro Tem Gregson, seconded by Council Member Derrick, to approve the design services portion of Change in Service No. 3 with Kimley Horn and Associates, but the construction phase services for the Sessom Creek Wastewater Replacement from N.LBJ to Canyon Road Project will be brought back for approval at a later date. Council Member Hughson expressed her concerns with the permanent closure of Loquat Drive and wants to make sure all residents are notified. The motion carried by the following vote:

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

Against: 0

13. Consider approval, by motion, of Change Order # 3 with Rocking Q Construction LLC, in the amount of $170,941.30, for the upsizing of the IH-35 bore casing from 24” to 36”, replace internally restrained pipe joints with external restraints, and overlay Durango Street in connection with the Reclaimed Water Expansion Project.

A motion was made by Mayor Thomaides, seconded by Council Member Hughson, to enter into Executive Session at 11:38 p.m. under Texas Govt Code 551.071, Consultation with Attorney, to receive legal advice regarding Change Order #3 to the contract with Rockin Q Construction for the reclaimed water line expansion project. The motion carried by the following vote:

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

Against: 0

Absent: 1 - Council Member Derrick

14. Consider approval, by motion, of the updated 2018 City Council Meeting Calendar, officially setting the Regular Meeting dates for 2018 per San Marcos City Code Section 2.041.

PUBLIC HEARINGS

15. Receive a staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2018-15, amending the Official Zoning Map of the City by rezoning a 59.734 acre, more or less, tract of land in the La Cima Subdivision, located west of the intersection of Old Ranch Road 12 and Wonder World Drive, from “FD” Future Development District to “SF-4.5” Single-Family District; and including procedural provisions; and consider approval of Ordinance 2018-15, on the first of two readings.

Shannon Mattingly, Director of Planning and Development Services, provided a brief review on this rezoning.
Mayor Thomaides opened the Public Hearing at 8:13 p.m. There being no comments, the Mayor closed the Public Hearing at 8:14 p.m.

A motion was made by Deputy Mayor Pro Tem Gregson, seconded by Council Member Mihalkanin, to approve Ordinance 2018-15, on the first of two readings. The motion carried by the following vote:

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

Against: 0

16. Receive a staff presentation and hold a Public Hearing to receive comments for or against Resolution 2018-75R, approving a second amended and restated Development Agreement with Lazy Oaks Ranch, LP and its partial assignees in connection with the La Cima Development near the intersection of Old Ranch Road 12 and Wonder World Drive that, among other things, adds approximately 394 acres of land to the project area, adds 400 dwelling units, and allows up to 720 multi-family units, but not purpose built student housing, within up to 30 acres of the project area; authorizing the City Manager to execute the agreement on behalf of the City; and providing an effective date.

Shannon Mattingly, Director of Planning and Development Services, provided a brief presentation of the requested amendments to the Land Development Agreement with Lazy Oaks Ranch, LP. The Council Committee met in November of 2017 and March 2018 to review the proposed land development agreement amendments. Mrs. Mattingly shared a summary chart showing the changes between the existing Development Agreement and the revised document presented to Council for their approval.

The Mayor opened the Public Hearing at 8:27 p.m. There being no comments, the Mayor closed the Public Hearing at 8:28 p.m.

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

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

Against: 0

17. Receive a Staff presentation and hold a Public Hearing to receive comments for or against Resolution 2018-79R, approving a variance from the cut and fill requirements under Section 5.1.1.2 of the Land Development Code to allow fill of up to ten feet within a
portion of the site for a new San Marcos Consolidated Independent School District Elementary School at Esplanade Parkway and William Moon Way in the Trace Subdivision; and declaring an effective date; and consider approval of Resolution 2018-79R.

Richard Reynosa, Senior Engineer, gave a brief presentation of the variance that was requested by the school district to allow a fill of ten feet instead of the four foot requirement.

Mayor Thomaides opened the public hearing at 8:06 p.m. There being no comments, the Mayor closed the Public Hearing at 8:07 p.m.

A motion was made by Mayor Pro Tem Prewitt, seconded by Council Member Mihalkanin, to approve Resolution 2018-79R. The motion carried by the following vote:

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

Against: 0

NON-CONSENT AGENDA

18. Consider approval of Ordinance 2018-16, on first and final reading, authorizing the issuance and sale of $33,750,000 City of San Marcos, Texas, Combination Tax And Revenue Certificates of Obligation, Series 2018; providing for funding for (1) constructing, improving, extending and expanding City streets, bridges, sidewalks, bike lanes, pedestrian lanes, bus stops, parking, and related traffic improvements including acquiring any necessary rights-of-way and equipment; (2) constructing, improving and extending the City’s water and waste water system including acquiring equipment; (3) constructing, improving and equipping City parks; (4) constructing, improving and designing municipal buildings to include the Animal Shelter, Municipal Services Complex, Public/Community Services Building and related equipment purchases; (5) constructing, designing, equipping and renovating City parking facilities; (6) constructing and improving the City’s drainage and flood control facilities; (7) constructing, improving and equipping the City’s airport; (8) constructing, designing, equipping and renovating public safety facilities to include vehicle and equipment purchases; (9) replacing, improving, and developing network infrastructure equipment; (10) preparation and completion of the electric utility system master plan; and (11) the payment of professional services in connection therewith including legal, fiscal and engineering fees and the costs of issuing the Certificates; providing for adoption of this Ordinance on one reading only in accordance with State Law; and authorizing other matters relating to the certificates.

Heather Hurlburt, Finance Director, indicated this is a delegation ordinance for a negotiated sale. This delegates authority to Bert Lumbreras allowing him to accept the pricing. This is for funding 2018 CIP Projects.
A motion was made by Deputy Mayor Pro Tem Gregson, seconded by Mayor Pro Tem Prewitt, to approve Ordinance 2018-16, on first and final reading. The motion carried by the following vote:

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

Against: 0

19. Consider approval of Ordinance 2018-17, on first and final reading, authorizing the issuance of City of San Marcos, Texas General Obligation Bonds in an amount not to exceed $28,000,000 for one or more of the purposes of providing funds for (i) constructing, improving, renovating and equipping Public Safety Facilities to include the police and fire departments and related emergency and training facilities, including improvements to the police station, replacing existing Fire Station No. 2 and the acquisition of any necessary sites and related water, wastewater, drainage, streets, sidewalks, parking, infrastructure and other related costs, (ii) constructing, improving, extending, expanding, upgrading and/or developing City library facilities including acquisition of any necessary sites and related water, wastewater, drainage, streets, sidewalks, parking infrastructure and (iii) paying the legal fees and other such costs incurred in connection therewith including the costs of issuing the Bonds; levying an ad valorem tax in support of the bonds; approving a paying agent/registrar agreement, an official statement, and a purchase agreement; establishing procedures for selling and delivery of one or more series of the bonds; providing for adoption of this Ordinance on one reading only in accordance with State Law; and authorizing other matters relating to the bonds.

Heather Hulbert, Finance Director, provided a brief update. This is the issuance of General Obligation Bonds for Public Safety Facilities and City library facilities that were approved by voters in the May 2017 Election.

A motion was made by Council Member Mihalkanin, seconded by Deputy Mayor Pro Tem Gregson, to approve Ordinance 2018-17, on first and final reading. The motion carried by the following vote:

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

Against: 0

20. Consider approval of Resolution 2018-76R, approving the award of an Engineering Services Contract to MWM DesignGroup, Inc. for the Hills of Hays Neighborhood Drainage Improvements Project for the estimated purchase amount of $80,160.00, contingent upon the provision of sufficient insurance; authorizing the City Manager or his designee to execute the appropriate purchase 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 Gregson, to approve Resolution 2018-76R. The motion carried by the following vote:

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

Against: 0

21. Consider approval of Resolution 2018-77R, supporting the Cultural Arts District Application of the P2P Movement to be submitted to the Texas Commission on the Arts seeking designation of the Dunbar Cultural Arts District; declaring an effective date.

Drew Wells, Assistant Director of Community Services, provided a presentation for the cultural arts district application. He explained the application process and the need for city's recommendation to move forward. He noted that Dr. Shetay Ashford is in attendance to answer any questions.

Council Member Gonzales abstained from discussion as he owns a property in the proposed district.

Mayor Thomaides questioned the boundaries stated within part 2 of the Resolution. Two different drawings and maps were provided so there is uncertainty of the boundaries. There was inquiry if a map identifying the boundaries is required in order to support this application moving forward.

Roland Saucedo spoke as an attendee of the P2P meeting held by Dr. Ashford on May 14th. He indicated a proposed boundary map was presented at this meeting. Council inquired about outreach for this proposed district. Mr. Saucedo indicated there was resident outreach by flyers and notification to churches within the area.

Dr. Shetay Ashford spoke in detail about the boundaries and explained how this district would be a benefit to the community and a way to help preserve the African American Heritage. There will be continued outreach and community events that promote resident involvement.

A motion was made by Council Member Hughson, seconded by Mayor Pro Tem Prewitt, to approve Resolution 2018-77R with the condition that the proposed Option "A" boundary map (on the document presented to council this evening by Dr. Ashford) be amended to terminate the boundary at N. LBJ and not include land East of N. LBJ and to change this to Option "E" (attached to these minutes). The motion carried by the following vote:
22. Consider approval of Resolution 2018-78R, approving a Lease Agreement with Becerra Corp. for the year to year lease of approximately 9,817 square feet of space at 201 South LBJ (the site of the former Dixie Cream Donut Shop); authorizing the City Manager to execute said lease; and declaring an effective date.

Main Motion: a motion was made by Mayor Pro Tem Prewitt, seconded by Council Member Derrick, to approve Resolution 2018-78R.

Motion to Amend: a motion was made by Deputy Mayor Pro Tem Gregson, seconded by Mayor Thomaides, to amend the lease agreement by requiring a personal guarantee from Mr. Becerra, if Becerra Corporation does not perform then Mr. Becerra would be personally responsible for financial obligations. The motion failed by the following vote:

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

Motion to Amend: A motion was made by Deputy Mayor Pro Tem Gregson, seconded by Mayor Thomaides, to amend the lease agreement by requiring Becerra Corporation to submit financials on an annual basis. The motion failed by the following vote:

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

Motion to Amend: A motion was made by Deputy Mayor Pro Tem Gregson, seconded by Mayor Thomaides, to amend the lease by requiring the lessee show proof of registration for all taxing authorities of the true and correct ownership of any and all personal and real property located on premises within five days of execution of this lease. The motion failed by the following vote:

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

Motion to Amend: a motion was made by Deputy Mayor Pro Tem Gregson, seconded by Mayor Thomaides, to amend the lease by including an addition to Section 18 C. that states "lessee shall provide an executed, correct and current copy of all lease documentation with the Union Pacific Railroad within 30 days
of this lease being executed and within 30 days of any changes to lease agreement." The motion carried by the following vote:

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

Against: 0

Motion to Amend: A motion was made by Deputy Mayor Pro Tem Gregson, seconded by Mayor Thomaides, to amend the lease by stating "lessee acknowledges that no invoice is required to be sent for any and all sums and obligations to be due and payable under the terms and conditions of this lease." The motion failed by the following vote:

For: 2 - Deputy Mayor Pro Tem Gregson and Mayor Thomaides

Against: 5 - Mayor Pro Tem Prewitt, Council Member Gonzales, Council Member Derrick, Council Member Hughson and Council Member Mihalkanin

Motion to Amend: A motion was made by Mayor Thomaides, seconded by Deputy Mayor Pro Tem Gregson, to amend the lease by changing the ground lease rate to .51 cents per square foot and have those numbers adjusted within the agreement. The motion failed by the following vote:

For: 2 - Deputy Mayor Pro Tem Gregson and Mayor Thomaides

Against: 5 - Mayor Pro Tem Prewitt, Council Member Gonzales, Council Member Derrick, Council Member Hughson and Council Member Mihalkanin

Motion to Amend: A motion was made by Mayor Thomaides, seconded by Council Member Gregson, to amend Section 18A by replacing "Lessor may terminate..." with "The City manager shall terminate this Lease for Lessee's default by giving Lessee notice of termination". The motion failed by the following vote:

For: 2 - Deputy Mayor Pro Tem Gregson and Mayor Thomaides

Against: 5 - Mayor Pro Tem Prewitt, Council Member Gonzales, Council Member Derrick, Council Member Hughson and Council Member Mihalkanin

Motion to Amend: A motion was made by Mayor Thomaides, seconded by Council Member Gregson, to amend Section 11B of the lease by prohibiting the placement of political signs or advertising on this property and adjacent City right of way. The motion carried by the following vote:

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

Against: 2 - Mayor Pro Tem Prewitt and Council Member Derrick

Motion to Amend: A motion was made by Council Member Gregson, seconded by Council Member Derrick, to amend the lease by cleaning up the
language in 17A as it was corrupted when it was created into a PDF.

The correct section reads: "As a material part of the consideration for this Lease, Lessee, to the extent it may lawfully do so, waives and releases any and all claims against Lessor for, and agrees to indemnify, defend and hold harmless Lessor, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against, any loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, “Loss”) incurred by any person (including, without limitation, Lessor, Lessee, or any employee of Lessor or Lessee) (i) for personal injury or property damage caused to any person while on or about the Premises, or (ii) arising from or related to any use of the Premises by Lessee or any invitee or licensee of Lessee, any act or omission of Lessee, its officers, employees, licensees or invitees or any breach of this Lease by Lessee". The motion carried by the following vote:

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

Against: 0

Motion to Amend: a motion was made by Council Member Derrick, seconded by Council Member Gonzales, to amend Section 13A by including a statement that states "for which lessee has contracted to pay". The complete language will read: Lessee will arrange and pay for all utilities and services supplied to the Premises or to lessee for which lessee has contracted to pay". The motion carried by the following vote:

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

Against: 2 - Deputy Mayor Pro Tem Gregson and Mayor Thomaides

Main Motion: to Approve Resolution 2018-78R, as amended. The motion carried by the following vote:

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

Against: 2 - Deputy Mayor Pro Tem Gregson and Mayor Thomaides

Absent: 1 - Council Member Derrick

23. Hold discussion regarding City Council’s participation in the Cultural Arts District Designation efforts, and direction to the City Manager.

A motion was made by Mayor Thomaides, seconded by Council Member
Gonzales, to postpone this item to the May 29, 2018 Regular City Council Meeting. The motion carried by the following vote:

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

Against: 0

24. Discuss and consider appointments to the following Council Committees and the GSMP Board of Directors to fill a vacancy, and provide direction to Staff:
   a) Joint Partnership Committee of the City Council, Hays County Commissioners, and San Marcos Consolidated Independent School District Board of Trustees (2 Council Members)
   b) Transit Committee (3 Council Members)
   c) Workforce Housing Committee ( 3 Council Members)
   d) Rental Registration Council Committee (3 Council Members)
   e) Greater San Marcos Partnership (GSMP) Board of Directors (1 Council Member to fill vacancy)
   f) Student Housing Committee (1 Council Member to fill vacancy)

A motion was made by Mayor Thomaides, seconded by Council Member Gonzales, to postpone this item to the May 29, 2018 Regular City Council meeting. The motion carried by the following vote:

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

Against: 0

VI. Question and Answer Session with Press and Public.

None.

VII. Adjournment.

Mayor Thomaides adjourned the Regular Meeting of the San Marcos City Council Wednesday, May 16, 2018 @ 12:03a.m.

Jamie Lee Case, TRMC, City Clerk

John Thomaides, Mayor
DUNBAR CULTURAL DISTRICT BOUNDARIES

- Martin Luther King Dr
- Greater Bethel Baptist Church
- Dunbar Recreation Center
- Dunbar Park
- Divine Intervention Ministries
- First Baptist Church NBC
- The Mitchell Center
- Calaboose African American Ms
- Eddie Durham Park
- The San Marcos School Of Yoga
- Sacred Craft Tattoos
- Greater Bethel Baptist Church
- Pentecostal Temple Church-God
- Hays County Food Bank
- Jackson Chapel UmC
- Jessica's Kitchen

Location:
- LBL/MLK Crossroads
- Fredericksburg St
- S Guadalupe St
- E Grove St
- FLB

Map data ©2018 Google United S
AGENDA CAPTION:
Consider approval of Ordinance 2018-15, on the second of two readings, amending the Official Zoning Map of the City by rezoning a 59.734 acre, more or less, tract of land in the La Cima Subdivision, located west of the intersection of Old Ranch Road 12 and Wonder World Drive, from “FD” Future Development District to “SF-4.5” Single-Family District; and including procedural provisions.

Meeting date: May 15, 2018

Department: Planning and Development Services

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

Fiscal Note:
Prior Council Action: N/A

City Council Strategic Initiative: N/A

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

Master Plan: N/A
Background Information:
The subject property consists of approximately 59.734 acres located west of the intersection of Old Ranch Road 12 and Wonder World Drive. The property is currently vacant but was recently platted and annexed (Ordinance 2018-68). It is located within the area identified on the Preferred Scenario Map as an Area of Stability and surrounded by mostly vacant land. However, the San Marcos Academy is located to the north of the property as is The Settlement subdivision.

This property is part of the larger La Cima Development included in a Development Agreement with the City of San Marcos adopted September 16, 2014 (Resolution 2014-131). This agreement regulates issues including but not limited to the schedule of annexation, the permitted uses and development standards, impervious cover, environmental and water quality standards and architectural design standards. The Future Development (“FD”) zoning classification is a default classification for newly annexed land. Per the development agreement, SF-4.5 is an allowable residential use. Phase 1, Section 1 provides for the development of 130 residential lots along with eight new streets.

The request is consistent with the Development Agreement that was approved in 2014.

Council Committee, Board/Commission Action:
The Planning and Zoning Commission recommended approval for the zoning change request at a Public Hearing at the Regular Meeting on April 24, 2018.

Alternatives:

Recommendation:
Staff provides this information with recommendation of approval for the zoning change request.
ORDINANCE NO. 2018-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY REZONING A 59.734 ACRE, MORE OR LESS, TRACT OF LAND IN THE LA CIMA SUBDIVISION, LOCATED WEST OF THE INTERSECTION OF OLD RANCH ROAD 12 AND WONDER WORLD DRIVE, FROM “FD” FUTURE DEVELOPMENT DISTRICT TO “SF-4.5” SINGLE-FAMILY DISTRICT; AND INCLUDING PROCEDURAL PROVISIONS.

RECITALS:

1. On April 24, 2018, the Planning and Zoning Commission of the City of San Marcos held a public hearing regarding a request to change the zoning designation from “FD” Future Development District to “SF-4.5” Single-Family District for a 59.734 acre, more or less, tract of land in the La Cima Subdivision, located west of the intersection of Old Ranch Road 12 and Wonder World Drive.

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

3. The City Council held a public hearing on May 15, 2018 regarding the request.

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 59.734 acre tract of land described in Exhibit “A,” attached hereto and made a part hereof for all purposes, from “FD” Future Development District to “SF-4.5” Single-Family District.

SECTION 2. This ordinance will take effect after its passage, approval and adoption on second reading.

PASSED AND APPROVED on first reading on May 15, 2018.

PASSED, APPROVED AND ADOPTED on second reading on May 29, 2018.
John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk

Approved:

Michael Cosentino
City Attorney
<table>
<thead>
<tr>
<th>Lot Number</th>
<th>Address</th>
<th>Property</th>
<th>Square Footage</th>
<th>Lot Dimensions</th>
<th>Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>101</td>
<td>123 St.</td>
<td>456 sqft</td>
<td>78.5 x 34.2</td>
<td>Good</td>
<td>No Trees</td>
</tr>
<tr>
<td>102</td>
<td>456 Ln.</td>
<td>667 sqft</td>
<td>90.1 x 45.6</td>
<td>Excellent</td>
<td>No Pipes</td>
</tr>
<tr>
<td>103</td>
<td>789 Rd.</td>
<td>345 sqft</td>
<td>56.7 x 23.4</td>
<td>Fair</td>
<td>No Fences</td>
</tr>
<tr>
<td>104</td>
<td>234 Ave.</td>
<td>123 sqft</td>
<td>23.4 x 12.3</td>
<td>Poor</td>
<td>No Utilities</td>
</tr>
</tbody>
</table>

**La Cima Phase I, Section 1 - Final Plat**

*Prepared by Bowman Consulting*

Sheet 4 of 4

Plan # 12345
At their regular meeting on April 24, 2018 the Planning and Zoning Commission considered this item during a Public Hearing.

**Public Notification:**

*Personal notification for the April 24, 2018 P&Z Meeting was mailed on April 13, 2018 (please see attached map and list).*

*Notice for the May 15, 2017 City Council Meeting was published in the April 29, 2018 San Marcos Daily Record.*

**Correspondence:**

*Staff did not receive any responses.*

**Public Hearing:**

*No one spoke in favor or in opposition.*

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

ZC-18-04 (La Cima, Phase 1, Section 1) Hold a public hearing and consider a request by Doug Goss, on behalf of LSCM Ph. 1-1, LLC, for a zoning change from “FD” Future Development to “SF-4.5” Single Family for approximately 59.734 acres, more or less, described as La Cima Phase 1, Section1, located west of Old Ranch Road 12. (A.Brake)

Chair Garber opened the public hearing.

Alison Brake, Planner, gave an overview of the request.

A motion was made by Commissioner Gleason, seconded by Commissioner Dillon, that ZC-18-04 (La Cima, Phase 1, Section 1) be approved as submitted. The motion carried by the following vote:
For: 8 - Chair, Garber, Vice Chair Gleason, Commissioner Ramirez, Commissioner McCarty, Commissioner Haverland, Commissioner Rand, Commissioner Dillon, and Commissioner Baker.

Against: 0 -

Absent: 1 - Commissioner Porterfield

Attachments:

1. Notification Map
2. Property Owner List
ZC-18-04
La Cima, Phase 1, Section 1
FD to SF 4.5
Map Date: 4/11/2018

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.
<table>
<thead>
<tr>
<th>OwnerName</th>
<th>OwnAddr1</th>
<th>OwnAddr2</th>
<th>OwnCity</th>
<th>State</th>
<th>ZIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAZY OAKS RANCH LP</td>
<td>303 COLORADO ST</td>
<td>STE 2300</td>
<td>AUSTIN</td>
<td>TX</td>
<td>78701-0021</td>
</tr>
<tr>
<td>SAN MARCOS BAPTIST ACADEMY</td>
<td>2801 RANCH RD 12</td>
<td></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.
Zoning Request
ZC-18-04
450 Academy Oaks
(59.734 Acres)

Summary: The applicant is requesting to zone 59.734 acres, more or less, described as La Cima Phase 1, Section 1, located west of Old Ranch Road 12 from “FD” Future Development to “SF-4.5” Single Family consistent with an approved Development Agreement (Resolution 2014-131R).

Applicant: Doug Goss
11612 FM 2244
Building 1, Suite 140
Austin, TX 78738

Property Owners: LCSM Ph. 1-1, LLC
303 Colorado, Suite 2300
Austin, TX 78701

Notification: Personal notifications of the public hearing were mailed on Friday, April 13, 2018 to all property owners within 200 feet of the subject property. Additionally, signs were posted on the site. Notice for the May 15, 2018 City Council Meeting was published in the April 29, 2018 San Marcos Daily Record.

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

Property/Area Profile:

Legal Description: 59.734 acres, Phase 1, Section 1, La Cima Subdivision

Location: West of Old Ranch Road 12, north of West Centerpoint Road

Existing Use of Property: Vacant

Proposed Use of Property: Single Family

Preferred Scenario Map: Area of Stability

Existing Zoning: Future Development (“FD”)

Proposed Zoning: Single Family (SF-4.5)

Utility Capacity: Adequate

Sector: Sector 2

<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>Outside City Limits</td>
<td>San Marcos Academy</td>
<td>Area of Stability</td>
</tr>
<tr>
<td>S of Property</td>
<td>Outside City Limits</td>
<td>Vacant</td>
<td>Area of Stability</td>
</tr>
</tbody>
</table>

Page 1 of 4
Case Summary

The subject property consists of approximately 59.734 acres located west of the intersection of Old Ranch Road 12 and Wonder World Drive. The property is currently vacant but was recently platted and annexed (Ordinance 2018-68). It is located within the area identified on the Preferred Scenario Map as an Area of Stability and surrounded by mostly vacant land. However, the San Marcos Academy is located to the north of the property as is The Settlement subdivision.

This property is part of the larger La Cima Development included in a Development Agreement with the City of San Marcos adopted September 16, 2014 (Resolution 2014-131). This agreement regulates issues including but not limited to the schedule of annexation, the permitted uses and development standards, impervious cover, environmental and water quality standards and architectural design standards. The Future Development (“FD”) zoning classification is a default classification for newly annexed land. Per the development agreement, SF-4.5 is an allowable residential use. Phase 1, Section 1 provides for the development of 130 residential lots along with eight new streets.

Planning Department Analysis

The subject tract lies within an Area of Stability on the Preferred Scenario Map. Areas of Stability are predominantly existing single-family zoning, but they may also be mixed residential areas that are appropriate for compatible redevelopment/infill or new development. Vision San Marcos explains that areas of stability include established neighborhoods, undeveloped or agricultural land, and the majority of the City’s Extraterritorial Jurisdiction (ETJ). While the existing character of these areas is anticipated to be generally maintained, it does not mean that these areas will not or should not change.

A review worksheet is attached to this report which details the analysis of the zoning request using Comprehensive Plan Elements. Utilizing the approved Development Agreement, Comprehensive Plan and the Land Development Code staff has made the following findings:

- The subject tract lies within an Area of Stability on the Preferred Growth Scenario Map – a Development Agreement with the City of San Marcos regulating the permitted uses was adopted in 2014. Rezoning to SF-4.5 in an Area of Stability is allowed without a Preferred Scenario Map Amendment.
- The subject tract is located in the Purgatory Creek watershed. The Development Agreement adopted in 2014 regulates the Impervious Cover limitation of the overall La Cima development.
- The Development Agreement also regulates the parkland to be dedicated. A future phase of the La Cima development is expected to connect to Purgatory Creek Greenspace through a network of trails.
- While transportation access to the site is adequate, the Travel Demand Model shows the intersection of Wonder World Drive and Old Ranch Road 12 at capacity during peak traffic hours. A traffic signal is scheduled at this intersection which could ease the crossing of the major arterial. In addition, West Centerpoint Road is being constructed and will travel from the intersection of Wonder World Drive and Old Ranch Road 12 through the La Cima

<table>
<thead>
<tr>
<th>E of Property</th>
<th>Outside City Limits</th>
<th>Vacant</th>
<th>Area of Stability</th>
</tr>
</thead>
<tbody>
<tr>
<td>W of Property</td>
<td>Outside City Limits</td>
<td>Vacant and San Marcos Academy</td>
<td>Area of Stability</td>
</tr>
</tbody>
</table>
development, connect with Centerpoint Road in the Kissing Tree development and finally to Hunter Road. This could alleviate some of the peak traffic when fully constructed.

The request is consistent with the Development Agreement that was approved in 2014.

In addition, the consistency of this proposed change to the LDC criteria is detailed below:

<table>
<thead>
<tr>
<th>Evaluation</th>
<th>Criteria (LDC 1.5.1.5)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consistent</td>
<td>Change implements the policies of the adopted Comprehensive Plan, including the land use classification on the Preferred Scenario Map</td>
</tr>
<tr>
<td></td>
<td>The change in zoning is consistent with the Preferred Scenario Map. SF-4.5 is an allowable zoning category to request without first changing the Preferred Scenario Map.</td>
</tr>
<tr>
<td>Inconsistent</td>
<td></td>
</tr>
<tr>
<td>Neutral</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Consistency with any development agreement in effect</td>
</tr>
<tr>
<td></td>
<td>Resolution 2014-131 was approved in 2014 between the City of San Marcos and Lazy Oaks Ranch, LP. SF-4.5 is an allowable use per Section 1.04(A)(1) of the agreement.</td>
</tr>
<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>
</tr>
<tr>
<td></td>
<td>Uses allowed within the Single Family district are compatible and appropriate for this area. This area is mostly residential in nature, with the San Marcos Academy located to the north.</td>
</tr>
<tr>
<td>X</td>
<td>Whether the proposed 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>
</tr>
<tr>
<td></td>
<td>The property will be served with City water and wastewater per the Development Agreement. There are no Capital Improvement Plan projects anticipated in the immediate area.</td>
</tr>
<tr>
<td>X</td>
<td>Other factors which substantially affect the public health, safety, morals, or general welfare</td>
</tr>
</tbody>
</table>
### Evaluation Criteria (LDC 1.5.1.5)

<table>
<thead>
<tr>
<th>Consistent</th>
<th>Inconsistent</th>
<th>Neutral</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>None noted.</td>
</tr>
</tbody>
</table>

Additionally, the Council should consider:

1. **Is the property suitable for use as presently zoned?**
   
   **Staff evaluation:** The property was recently annexed and is governed by an approved Development Agreement. SF-4.5 is an allowable use per Section 1.04(A)(1) of the agreement.

2. **Has there been a substantial change of conditions in the neighborhood surrounding the subject property?**
   
   **Staff evaluation:** The surrounding area has remained single-family with The Settlement subdivision to the north of the property.

3. **Will the proposed rezoning address a substantial unmet public need?**
   
   **Staff evaluation:** A change to Single Family zoning would be consistent with the approved Development Agreement that was approved in 2014.

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 and vision of the Comprehensive Plan as well as the regulations of the approved Development Agreement.

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:**

Alison Brake, CNU-A  
Planner  
April 19, 2018

**Name**  
**Title**  
**Date**
**ZC-18-04 (La Cima Phase 1, Section 1) Zoning Change Review (By Comp Plan Element)**

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

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

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

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

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

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

Located in Subwatershed: Purgatory Creek

<table>
<thead>
<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>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes: The change in impervious cover under the Preferred Scenario is attributed to portions of the Paso Robles development, the Government Center, and downtown development. Purgatory Creek is a direct tributary of the San Marcos River, home of several endangered species. The Plan emphasizes the need to identify potential pollution from redevelopment as construction runoff and debris can wash into the creek during storm events.

NEIGHBORHOODS – Where is the property located

CONA Neighborhood(s): N/A
Neighborhood Commission Area(s): Sector 2 (Tres Hefter III, Commissioner)
Neighborhood Character Study Area(s): N/A

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

<table>
<thead>
<tr>
<th>Will Parks and / or Open Space be Provided?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Will Trails and / or Green Space Connections be Provided?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

As part of the overall La Cima Development.

<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

<table>
<thead>
<tr>
<th>Parks / Open Space within ¼ mile (walking distance)? Upper Purgatory is located to the south of the La Cima Development.</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Wastewater service available? As part of Development Agreement, extensions are required and developer will provide.</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Water service available? As part of Development Agreement, extensions are required and developer will provide.</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Existing Daily LOS</th>
<th>Wonder World Drive Old Ranch Road 12</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Existing Peak LOS</th>
<th>Wonder World Drive Old Ranch Road 12</th>
<th>X</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Preferred Scenario Daily LOS</th>
<th>Wonder World Drive Old Ranch Road 12</th>
<th>X</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Old Ranch Road 12</th>
<th>X</th>
</tr>
</thead>
</table>

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

Sidewalks are required to be built as part of the development.

<table>
<thead>
<tr>
<th>Adjacent to existing bicycle lane?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adjacent to existing public transportation route?</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

Notes: The closest CARTS bus route is Route 5 which is the Texas State/Outlet Malls route.
LA CIMA PHASE I, SECTION 1

PROJECT ADDRESS:

This project is located on Midland World Drive, which is located in Midland County, Texas.

AGREEMENT:

This project was recorded in the Midland County, Texas, County Records on the 3rd day of September, 2023.

APPRAISER:

Appraiser: Frank E. Jackson

As the appraiser authorized to be recorded on the County Records of Midland County, Texas, does hereby certify that the plan and all plans and specifications heretofore were reviewed with the plans and specifications and are in compliance with all applicable Midland County, Texas, County Regulations and Records. The appraiser also certifies that the text and specifications are true and correct to the best of his knowledge and belief.

FRANK E. JACKSON

Appraiser

APPROVED:

Approved and authorized to be recorded on the County Records of Midland County, Texas, on the 3rd day of September, 2023.

B. ALAN BOWMAN, DEPUTY COMMISSIONER

Date:

B. ALAN BOWMAN, DEPUTY COMMISSIONER

Date:

STATE OF TEXAS COUNTY OF MIDLAND

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B. ALAN BOWMAN, DEPUTY COMMISSIONER

Date:

B. ALAN BOWMAN, DEPUTY COMMISSIONER

Date:
LA CIMA PHASE I, SECTION 1
FINAL PLAT

NOTES:
1. Bearing Bags Is Texas Coordinate System, South Central Zone, HABS3, Grid.
2. Distances Shown Herein Are Based on Surface Measurements to Convert Surface Distances to Grid, Multiply by the Combined Scale Factor.
3. Coordinates Shown Herein Are Texas Coordinate System, South Central Zone, HABS3, Grid.
4. The Combined Scale Factor for This Project is 0.999975.

BENCHMARK LIST: HABS 88-PLUS
BM 5955-18:
1/2" RSC DECO
ELEVATION = 760.29 FEET.
BM 5956-49:
1/2" RSC DECO
ELEVATION = 781.78 FEET.
BM 5956-16:
1/2" RSC DECO
ELEVATION = 820.12 FEET.

NOTE: SEE SHEET 4 OF 4 FOR LINE AND CURVE TABLES.

LEGAL:
- R.O.S.
- M.O.D.
- B.C.T.
- M.S.
- B.C.T.
- D.R.C.T.X.
- P.R.C.T.X.
- R.P.E.R.C.T.X.
- O.P.E.R.C.T.X.
- PUBLIC UTILITIES EXT.
- PLAT SURVEY LOCATION
- PROPOSED EASEMENT LOCATION

LA CIMA
PHASE I, SECTION 1
J.O.H.N. W.I.L.L.I.A.M.S. SURVEY, ABSTRACT 490
HAYS COUNTY, TEXAS

SHEET 2 OF 4
PLAN #: 1171
ZONING CHANGE, OVERLAY OR ESTABLISHMENT OF A HISTORIC DISTRICT/LANDMARK APPLICATION

Updated: March, 2018

CONTACT INFORMATION

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

PROPERTY INFORMATION

Subject Property Address(es): 450 Academy Oaks Drive

Legal Description: Lot All Lots Block All Blocks Subdivision La Cima Phase 1, Section 1

Total Acreage: 59.734

Preferred Scenario Designation: ETJ

Preferred Scenario Designation: NA -- Initial Zoning Request

Existing Zoning: FD

Existing Land Use(s): ____________________________________________________________________

DESCRIPTION OF REQUEST

Proposed Zoning District(s): SF 4.5

Proposed Land Uses / Reason for Change: Platted Single Family Lots/City Annexation

AUTHORIZATION

All required application documents are attached. I understand the fees and the process for zoning and understand my responsibility to be present at meetings regarding this application.

MF-12, 18, 24 Filing Fee $1,275 plus $50 per acre Technology Fee $11 MAXIMUM COST $4,011

Other Districts Filing Fee $1,000 plus $100 per acre Technology Fee $11 MAXIMUM COST $3,011

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

To be completed by Staff: ________________________        Accepted By: ________________________        Date Accepted: ________________

Proposed Meeting Date: ________________________        Application Deadline: ________________________

APPLY ONLINE – WWW.MYGOVERNMENTONLINE.ORG/
AGENT AUTHORIZATION TO REPRESENT PROPERTY OWNER

I, Bryan Lee (on behalf of LCSM Ph. 1-1 LLC) (owner) acknowledge that I am the rightful owner of the property located at 450 Academy Oaks Drive (address).

I hereby authorize Doug Goss (agent name) to serve as my agent to file this application for Zoning (application type), and to work with the Responsible Official / Department on my behalf throughout the process.

Signature of Property Owner: [Signature] Date: 3/12/2018

Printed Name: LCSM Ph. 1-1, LLC, Bryan Lee, Manager

Signature of Agent: [Signature] Date: 3/13/2018

Printed Name: Doug Goss

To be completed by Staff. Case #: ____________________________
AGREEMENT TO THE PLACEMENT OF NOTIFICATION SIGNS
AND ACKNOWLEDGEMENT OF NOTIFICATION REQUIREMENTS

The City of San Marcos Land Development Code requires public notification in the form of notification signs on the subject property, published notice, and / or personal notice based on the type of application presented to the Planning Commission and / or City Council.

- Notification Signs: if required by code, staff shall place notification signs on each street adjacent to the subject property and must be placed in a visible, unobstructed location near the property line. It is unlawful for a person to alter any notification sign, or to remove it while the request is pending. However, any removal or alteration that is beyond the control of the applicant shall not constitute a failure to meet notification requirements. **It is the responsibility of the applicant to periodically check the sign locations to verify that the signs remain in place until final action is taken on the application and have not been vandalized or removed until after such final decision or when such application is withdrawn by the applicant. It is the responsibility of the applicant to immediately notify the Planning and Development Services Department of missing or defective signs.**

- Published Notice: if required by code, staff shall publish a notice in a newspaper of general circulation in accordance with City Codes and the Texas Local Government Code. **If, for any reason, more than one notice is required to be published it may be at the expense of the applicant. The renotification fee shall be $85 plus an $11 technology fee.**

- Personal Notice: if required by code, staff shall mail personal notice in accordance with City Codes and the Texas Local Government Code. **If, for any reason, more than one notice is required to be mailed it may be at the expense of the applicant. The renotification fee shall be $85 plus an $11 technology fee.**

I have read the above statements and agree to the required public notification, as required, based on the attached application. The City's Planning and Development Services Department staff has my permission to place signs, as required, on the property and I will notify City staff if the sign(s) is/are damaged, moved or removed. I understand the process of notification and public hearing and hereby submit the attached application for review by the City.

Signature: ___________________________ Date: 3/13/2018

Print Name: Doug Goss

To be completed by Staff: Case #__________ - _________ - _________

Planning & Development Services • 630 East Hopkins • San Marcos, Texas 78666 • 512-393-8230
Consider approval of Ordinance 2018-15, on the first of two readings, amending the Official Zoning Map of the City by rezoning approximately 59.734 acres of land, more or less, described as La Cima, Phase 1, Section 1, located west of Old Ranch Road 12 from “FD” Future Development District to “SF-4.5” Single-Family District, and including procedural provisions.
Location:

- Approximately 59.734 acres located west of Old Ranch Road 12, south of the San Marcos Academy

- Located within an Area of Stability
Context & History:

- Part of larger La Cima Development
  - Development Agreement approved 2014 (Res. 2014-131)
  - Final Plat recorded in December 2017
  - Recently annexed (Ord. 2018-68)

- FD zoning is default classification for newly annexed land

- Provides for the development of 130 residential lots with 8 new streets
  - SF-4.5 allowed per Development Agreement
Recommendations:

Staff provides this request to the Commission for your consideration and recommends approval of the rezoning request as submitted.

The Planning and Zoning Commission recommended approval of the rezoning request as submitted at the April 24 Regular Meeting (8-0).
AGENDA CAPTION:
Consider approval of Resolution 2018-81R, approving an Interlocal agreement regarding asset forfeitures within Comal County for the benefit of the Hays County Narcotics Task Force; authorizing the City Manager or his designee to execute the said agreement on behalf of the City and declaring an effective date.

Meeting date: May 29, 2018

Department: Police

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

Fiscal Note:
Prior Council Action: N/A

City Council Strategic Initiative: [Please select from the dropdown menu below]
Community Partners
Choose an item.
Choose an item.

Comprehensive Plan Element(s): [Please select the Plan element(s) and Goal # from dropdown menu below]
☐ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☐ Land Use - Choose an item.
☐ Neighborhoods & Housing - Choose an item.
☐ Parks, Public Spaces & Facilities - Choose an item.
☐ Transportation - Choose an item.
☒ Not Applicable
Background Information:
On occasion, Officers of the City of San Marcos Police Department may conduct investigations which are prosecuted in Comal County. The most common example of such an investigation is a narcotics trafficking case with ties to multiple counties. In some of these cases, assets acquired through the commission of a felony may be forfeited to the state for use in furthering legitimate law enforcement purposes. When such forfeitures occur, these assets are shared by the investigating law enforcement agency and the prosecuting attorney's office according to terms spelled out in an interlocal agreement. The purpose of this agreement is to establish those terms between the City of San Marcos Police Department and the Comal County Sheriff's Department.

Council Committee, Board/Commission Action:
The City Council has previously approved similar agreements with other entities such as the Hays County District Attorney's Office.

Alternatives:
The only alternative in this instance is to decline participation in a sharing agreement with Comal County, an alternative which would be fiscally illogical.

Recommendation:
The staff recommendation is to approve the interlocal agreement.
RESOLUTION 2018- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING AN INTERLOCAL AGREEMENT REGARDING ASSET FORFEITURES WITHIN COMAL COUNTY FOR THE BENEFIT OF THE HAYS COUNTY NARCOTICS TASK FORCE; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE SAID AGREEMENT ON BEHALF OF THE CITY AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The attached Interlocal Agreement (the “Agreement”) between the City of San Marcos, as a member of the Hays County Narcotics Task Force, and the Criminal District Attorney of Comal County is approved.

PART 2. The City Manager or his designee is authorized to execute the appropriate 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 29th day of May 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT is made and entered into by and between the HAYS COUNTY Narcotics Task Force (hereinafter “Law Enforcement Agency”), a Law Enforcement Agency comprised of the Hays County Sheriff’s Office and San Marcos Police Department and headquartered in Hays County, Texas, that conducts operations in Comal County, and the office of the CRIMINAL DISTRICT ATTORNEY for Comal County (hereinafter “Prosecuting Attorney”).

Pursuant to the provisions of Chapter 59 of the Texas Code of Criminal Procedure, as enacted by the 71st Legislature, First Called Session, 1989, and subsequent amendments thereto, regulating the disposition of property seized by law enforcement officers and forfeited contraband. Law Enforcement Agency and the Prosecuting Attorney desire to enter into a INTERLOCAL AGREEMENT regarding the disposition of said forfeited contraband and/or the proceeds therefrom.

This INTERLOCAL AGREEMENT is entered into by and between the respective parties hereto and is predicated upon the mutual consideration of the equitable sharing of the value of the contraband and the contraband itself, seized pursuant to the appropriate state statutes. Accordingly, inasmuch as said statutes require that a INTERLOCAL AGREEMENT exist between the Prosecuting Attorney and any Law Enforcement Agency in order to share property and/or the proceeds of property seized by the Law Enforcement Agency, it is the intention of Law Enforcement Agency and the Prosecuting Attorney to hereby enter into a INTERLOCAL AGREEMENT regarding the disposition of property seized by said Law Enforcement Agency.

In consideration for the services of the Prosecuting Attorney rendered to and on behalf of Law Enforcement Agency in pursuit of the forfeiture of seized contraband, Law Enforcement Agency agrees that upon the forfeiture of seized currency (“Forfeited Currency”) or upon the forfeiture and/or sale of other seized property, real or personal, the following proceed sharing formulas shall apply:

1. Pre-Trial Disposition of Personal Property: Twenty-five percent (25%) of any Forfeited Currency or proceeds from sold Personal Property shall be retained by the Prosecuting Attorney to be used for any purpose permitted by law. The Prosecuting Attorney agrees that the Law Enforcement Agency shall retain the remaining seventy-five percent (75%) of any Forfeited Currency or proceeds of sold Personal Property to be distributed equally to the Hays County Sheriff’s Office and the San Marcos Police Department to be used for official law enforcement purposes as permitted by law. This formula applies to default judgments, summary judgments, settlements or any other pre-trial dispositions.

2. Trial Disposition of Personal Property: Thirty percent (30%) of any Forfeited Currency or proceeds of sold Personal Property shall be retained by the Prosecuting Attorney to be used for any purpose permitted by law. The Prosecuting Attorney agrees that Law Enforcement Agency shall retain the remaining seventy percent (70%) of any Forfeited Currency or proceeds of sold Personal Property to be distributed equally to the Hays County Sheriff’s Office
and the San Marcos Police Department to be used for official law enforcement purposes as permitted by law. This formula shall apply to bench or jury trial dispositions which include settlements or judgments in favor of the State occurring after a case is set for trial.

3. **Pre-Trial Disposition of Real Property:** Thirty percent (30%) of any proceeds from sold Real Property shall be retained by the Prosecuting Attorney to be used for any purpose permitted by law. The Prosecuting Attorney agrees that Law Enforcement Agency shall retain the remaining seventy percent (70%) of any proceeds from sold Real Property to be distributed equally to the Hays County Sheriff’s Office and the San Marcos Police Department to be used for official law enforcement purposes as permitted by law. This formula applies to default judgment, summary judgments, settlements or any other pre-trial dispositions.

4. **Trial Disposition of Real Property:** Forty percent (40%) of any proceeds from sold Real Property shall be retained by the Prosecuting Attorney to be used for any purpose permitted by law. The Prosecuting Attorney agrees that Law Enforcement Agency shall retain the remaining sixty percent (60%) of any proceeds from sold Real Property to be distributed equally to the Hays County Sheriff’s Office and the San Marcos Police Department to be used for official law enforcement purposes as permitted by law. This formula shall apply to bench or jury trial dispositions which include settlements or judgments in favor of the State occurring after a case is set for trial.

5. It is specifically agreed by the parties that Forfeited Currency in amounts of less than or equal to $500.00 may be solely retained by the Prosecuting Attorney to be used for the official purposes of the office.

6. In regards to the seizure of contraband such as vehicles and other conveyances that may be of use to Law Enforcement Agency or the Prosecuting Attorney in the conduct of official business, the parties hereto shall agree in writing to allocate such property in a manner that best serves the operational interests of both parties.

7. Law Enforcement Agency shall be responsible for paying any fees associated with maintaining, towing, and storing any seized property, real or personal.

It is further specifically agreed by the parties that should special circumstances in an individual case dictate that the proceeds of the forfeited contraband be shared with other law enforcement agencies or that the award to the Prosecuting Attorney be in a proportion other than that set out in this INTERLOCAL AGREEMENT, the parties may consent in writing to a different allocation of the proceeds in that case. In the absence of a specific agreement in writing with regard to a particular case, all distribution of seized property, or the proceeds there from, shall be in accordance with this INTERLOCAL AGREEMENT.
This INTERLOCAL AGREEMENT shall be in effect from and after the 1st day of April, 2018. It is the specific intention of the parties that this INTERLOCAL AGREEMENT shall automatically be renewed on a yearly basis unless either party shall notify the other within thirty (30) days prior to the date of expiration that it intends not to renew the INTERLOCAL AGREEMENT. Either party may terminate this INTERLOCAL AGREEMENT at any time, and for any reason or for no reason, by giving written notice of the specific termination date at least thirty (30) days and no more than sixty (60) days prior to that date. In the event a forfeiture proceeding has been commenced prior to the termination date of the INTERLOCAL AGREEMENT or the notification with regard thereto, said forfeiture shall not be affected by the termination of the INTERLOCAL AGREEMENT or the notification of intended termination. This INTERLOCAL AGREEMENT revokes and supersedes any prior agreement between the parties.

It is the specific intention of the parties that this INTERLOCAL AGREEMENT shall apply to all things finally forfeited to the State pursuant to Chapter 59 of the Texas Code of Criminal Procedure from and after the effective date of this INTERLOCAL AGREEMENT. Money and property shall be considered to have been finally forfeited to the State when the forfeiture judgment has become final and no motion for new trial or appeal has been taken. Forfeiture proceedings pending on the effective date of this INTERLOCAL AGREEMENT may be covered by this INTERLOCAL AGREEMENT if the parties agree to such in writing with regard to each such pending case.

If lawful money of the United States is seized as contraband pursuant to the provisions of Chapter 59 of the Texas Code of Criminal Procedure and falls under the terms of this INTERLOCAL AGREEMENT, at the time of providing their affidavit of probable cause under Chapter 59, the Law Enforcement Agency shall give the money to the Prosecuting Attorney, and the Prosecuting Attorney may deposit funds in an interest-bearing account in the Comal County Treasury to be maintained until final disposition of said funds. All disbursement of forfeited funds held in such accounts shall include any interest that has accrued except as otherwise provided herein. Disbursement of funds shall be made when a final judgment has been properly executed, a certified copy of such judgment has been duly served upon each party, and all reasonable costs associated with the maintenance of said funds have deducted therefrom.

For the Office of the Prosecuting Attorney:

________________________
Jennifer A. Tharp, Criminal District Attorney
Date: _____________________

For the San Marcos Police Department:

________________________
Printed Name: _____________________
Date: _____________________

For the Hays County Sheriff’s Office:

________________________
Printed Name: _____________________
Date: _____________________
AGENDA CAPTION:
Consider approval of Resolution 2018-82R, approving the award of a contract to Knight Security Systems, Inc. for Water Tower and Lift Stations Surveillance and Access Systems, (#218-266) in the estimated purchase amount of $110,994.96; authorizing the City Manager or his designee to execute the appropriate purchase documents on behalf of the City and declaring an effective date.

Meeting date: May 29, 2018

Department: Information Technology Department - Mike Sturm, Director (By Lynda Williams, Purchasing Manager)

Amount & Source of Funding
Funds Required: $110,994.96
Account Number: CP094
Funds Available: $115,000
Account Name: WW Security

Fiscal Note:
Prior Council Action: Click or tap here to enter text.

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

Choose an item.

Comprehensive Plan Element(s): [Please select the Plan element(s) and Goal # from dropdown menu below]
☐ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☐ Land Use - Choose an item.
☐ Neighborhoods & Housing - Choose an item.
☐ Parks, Public Spaces & Facilities - Choose an item.
☐ Transportation - Choose an item.
☐ Not Applicable
Background Information:
After the September 11, 2001 attacks on the New York World Trade Center buildings, the federal government instituted changes in hardening United States infrastructure assets that could be targeted in terrorist actions. These assets include critical utility infrastructure such as the electric power grids and water/wastewater utility systems. The newly formed Department of Homeland Security was in charge of requirements to effect hardening measures. One method of such hardening is video surveillance and access control at water and wastewater facilities.

The City had identified sites suitable for such protection in a vulnerability analysis that was required by the Environmental Protection Agency (EPA) to assist in security enhancements. This contract will support securing the City’s critical utility infrastructure. Knight Security Systems will provide and install video surveillance and access control for fifteen (15) of the water and wastewater stations.

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

Alternatives:
Click or tap here to enter text.

Recommendation:
The Texas Comptroller of Public Accounts Department of Information Resources (DIR) awarded a contract (DIR-TSO-3430) to Knight Security Systems.
RESOLUTION 2018-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING THE AWARD OF A CONTRACT TO KNIGHT SECURITY SYSTEMS, INC. FOR WATER TOWER AND LIFT STATIONS SURVEILLANCE AND ACCESS SYSTEMS, (#218-266) IN THE ESTIMATED PURCHASE AMOUNT OF $110,994.96; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE APPROPRIATE PURCHASE 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 Knight Security Systems, Inc. for water tower and lift stations surveillance and access systems, (#218-266) in the estimated purchase amount of $110,994.96 is approved.

PART 2. The City Manager or his designee is authorized to execute the appropriate purchase 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 29th day of May 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
This contract is entered into between San Marcos, Texas and the contractor named below, pursuant to V.T.C.A Local Government Code, 252.021 as amended, in accordance with the attached DIR Terms, Conditions, and Provisions and attached proposal dated 5/3/2018 and incorporated herein.

<table>
<thead>
<tr>
<th>CONTRACT NO. &amp; NAME:</th>
<th>PURCHASING CONTACT:</th>
<th>CONTRACT START DATE:</th>
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</thead>
<tbody>
<tr>
<td>#218-266 Water Tower/Lift Stations Security DIR-TSO-3430</td>
<td>Charles Blue, III Contract Administrator 512-393-8164</td>
<td>June 1, 2018</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT AMOUNT:</th>
<th>DELIVERY DATE OR TERM OF CONTRACT:</th>
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</thead>
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<tr>
<td>$110,994.96</td>
<td>June 1, 2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACTOR:</th>
<th>AWARDED AS TO ITEMS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Knight Security Systems 4509 Freidrich Lane, Suite 110 Austin, TX 78744 Kevin Garlick or Bob Minchew <a href="mailto:kgarlick@knightsecurity.com">kgarlick@knightsecurity.com</a> Telephone: 512-486-9186</td>
<td>All</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REMARKS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>User Department Contract Administrator: Denise Pfeil, IT Business Systems Analyst Information Technology 630 E. Hopkins San Marcos, Texas 78666 Office: 512-393-8119 <a href="mailto:DPfeil@sanmarcostx.gov">DPfeil@sanmarcostx.gov</a></td>
</tr>
</tbody>
</table>

BY EXECUTION OF THIS CONTRACT BELOW, CONTRACTOR AGREES TO ALL ITS TERMS, CONDITIONS PROVISIONS AND SPECIFICATIONS.

<table>
<thead>
<tr>
<th>AWARDED VENDOR AUTHORIZED SIGNATURE:</th>
<th>CITY MANAGER SIGNATURE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TYPED NAME:</th>
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<tbody>
<tr>
<td></td>
<td>Bert Lumberas</td>
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<tr>
<th>TITLE:</th>
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<tbody>
<tr>
<td></td>
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<td>City Manager</td>
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</tbody>
</table>
Proposal: 6154-1-0

Water Tower and Lift Stations

Proposal Issued: 5/3/2018
Proposal Valid To: 6/2/2018
DESCRIPTION

CLIENT INFORMATION

Name: City of San Marcos
Site
630 E Hopkins St
San Marcos, TX 78666
Billing
630 E Hopkins St
San Marcos, TX 78666
Contact
Denise Pfeil, IT Business Systems Analyst
P (512) 393-8119
E dpfeil@sanmarcostx.gov

PROJECT NAME: Water Tower and Lift Stations

PROJECT SCOPE
DIR-TSO-3430

Knight Security Systems (KSS) will provide and install Video Surveillance and Access control for Water and WasteWater stations. System installation includes hardware, system licenses, programming, and configuration unless otherwise stated.

<table>
<thead>
<tr>
<th>Facility</th>
<th>Cameras</th>
<th>Card Readers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lift Station #1 / WQ - Main Lift</td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>Lift Station #11 - N LBJ</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>Lift Station #14 - River RD</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>Lift Station #51 - CottonWood</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Lift Station #52 - San Marcos RD</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Water Station #100 - Sprinlake</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Water Station #100 - Springlake Tower</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>Water station #101 - RR12</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Water Station #103 - Comanche Tank</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Water Station #104 - Cottonwood Tank</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Water Station #105 - Comanche Well</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Water Station #108 - Kingswood</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Water Station #110 - McCarty</td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>Water Station #113 - Sogaus</td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>Water Station #116 - Oakridge</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>38</td>
<td>15</td>
</tr>
</tbody>
</table>

Access Control System
KSS will furnish and install the following:
- Add to S2 access control server (existing)
- One access control panel
- One lock power supply
- Each door will have the following installed:
  - One card reader
  - One door position sensor
One request-to-exit motion sensor
- Electrified locking hardware

- Initial programming will include:
  - Door enrollment into one main access level and time schedule
  - Two system user levels
  - Three time schedules
  - One access level
  - Seven holiday days

Door fit and finish provided by General Contractor or hardware trade. KSS cannot provide services to correct alignment issues and will not modify doors, frames, or hardware for the purpose of correct operation of the door. Each device will include the necessary mounting hardware, license and one year manufacturer software license support.

**Video Surveillance System**
KSS will furnish and install the following:
- One 128GB on-board Micro SD card for Edge storage on each exterior camera
- One 32GB on-board Micro SD card for Edge storage on each interior camera
- One ZyXel 8 port POE switch per building
- One open frame wall mount rack per building
- One 1000VA UPS Battery backup unit
- Two exterior cameras with mount at the following locations:
  - Lift Station #11 - N LBJ
  - Lift Station #14 - River RD
  - Lift Station #51 - CottonWood
  - Lift Station #52 - San Marcos RD
  - Water Station #100 - Sprinlake
  - Water Station #100 - Springlake Tower
  - Water station #101 - RR12
  - Water Station #103 - Comanche Tank
  - Water Station #104 - Cottonwood Tank
  - Water Station #105 - Comanche Well
  - Water Station #108 - Kingswood

- Four exterior cameras at the following locations:
  - Lift Station #1 / WQ - Main Lift
  - Water Station #110 - McCarty
  - Water Station #113 - Sogaus
  - Water Station #116 - Oakridge

- Initial programming will include:
  - Enrolling the cameras and setting up basic motion detection
  - One administrative account
  - One view only account
  - Estimated days of storage 30
  - 1080p at H.264 and 10 FPS
  - Calculations are based on 40% motion detection or event recording

**Customer Provided Items**
- Electronic drawing files of the plans and approval of device layout
- Individual logins for personnel at each location for each system
- Assigning different schedules and access levels to the access control doors
- Existing client workstations that meet the system minimal requirements
- Wall space and 3/4” plywood backboard for wall mount units
- Network configurations for connection of devices to Customer’s network
- 120VAC by a certified electrician for all security devices where needed
- Exterior and fire partition penetrations where needed
- A dry contact connection from the fire system for fire drop out

**Finance**
Purchaser hereby agrees to pay KSS the following terms:
The Customer is required to pay every invoice in full within 30 days of receiving the invoice.

Project Milestones and Invoicing Procedures
- An initial investment of 50% of the total project for mobilization is due and payable within 15 days of authorizing Knight's Customer Service Agreement (CSA)
- The remaining balance is due and payable in monthly progress payments based upon material delivered or work completed

Refer to the Standard Terms and Conditions sections 8H, 8I, and 8J.

Any changes from the base price will be adjusted with approved change orders from the Customer. The as-built plans will be submitted along with the final submittal package to the Customer.

**Engineering**
KSS shall provide system design and operational documentation to ensure proper installation and efficient servicing of the system. KSS will provide submittal plans that will show where each device is located at each site. The submittal plans will also include a system matrix, which includes the schedule of each device and the programming setup into the security system software.

**Cabling & Wiring**
KSS will be responsible to install all the wiring and connections providing communication and/or control between KSS supplied devices and central control equipment. All wires will be dressed in a neat and professional matter. KSS will not provide any conduit or trenching required to reach each device. It is the Customer's responsibility to provide a pathway for all wiring required for each device. KSS is not responsible for any existing wiring being used. A quote will be provided to the Customer for any wiring that is found to be unusable.

**Field Devices**
KSS will provide all necessary devices and hardware included on the equipment list attached. The devices on the security plans will be installed and programmed into the system according to the system matrix. KSS is not responsible for any existing devices being reused. If any existing devices are found to be unusable then a quote will be provided to the Customer to replace the device. KSS is not responsible for any damages done from the existing devices being removed. The Customer is responsible to patch and repair any damages done from existing devices removed.

**Programming**
KSS trained personnel will program the security system to provide a functioning operational system. KSS will support Customer programming personnel and set up remote field panels consistent with manufacturer standards. KSS will program each device according to the system matrix provided in the security plans. If any additional programming or special programming outside the system matrix is needed then an approved change order from the Customer is required.

Customer to furnish IP addressing scheme for all devices requiring an IP address on the network. KSS will provide a list of devices that need IP addresses to the Customer.

**Rental Equipment**
Lift rental is not included in this proposal and shall be provided by the Customer if required.

**Testing**
KSS will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems. A test sheet with a check list for each device will be provided by
KSS and signed by the Customer representative upon successful completion of a system acceptance test. The final system test report will be sent to all parties.

A punch list detailing items requiring a follow up that is within this scope of work will be created. KSS will correct the punch list items in a mutually agreed upon time. If the Customer wants something changed after the test sheet has been signed then additional charges will be applied.

Upon system acceptance, a KSS job completion form shall be signed and sent to all parties. It is the Customer’s responsibility to ensure proper periodic testing per the manufacturer’s recommendation.

**Training**

KSS will provide training for one combined end user training session. The individuals for the system training session will be determined by the Customer. All training for the above mentioned systems to follow the manufacturer guidelines for Customer training. This training will be provided for administrators and users for each system.

Training will include upgrade implementation, system administration, end-user, and reports. The training will be classroom style and will include manuals, training material, and hands on training.

**Standard Proposal Notes:**

1. This proposal will follow the guidelines stated in DIR contract number DIR-TSO-3430 Standard Terms and Conditions.
2. This proposal is valid for 60 days. After the 60 days the quote is no longer valid and a new quote needs to be regenerated and prices may vary.
3. A standard 1 year warranty applies on all newly installed equipment.
4. Please allow 4-6 weeks lead time for door hardware.
5. Final Location of all equipment to be approved by owner prior to start of installation.
6. Work provided by KSS is assumed to be continuous, unhindered and without the need for escorts. Additional costs will be incurred if work is slowed by denial or delay of access to the work areas without three days’ notice, or if escorts are required at any time. Any cessation of work by the customer or delays in the project construction schedule will result in additional mobilization and project management charges.
7. The quantities of materials noted above scope of work are intended to be descriptive. Should there be any discrepancy between the scope of work and the equipment list, the equipment list will supersede the scope of work stated above.
8. All work will be done following federal, state, and local laws and requirements for the above scope of work.

**Knight Security Systems Excludes the Following:**

1. All 120 VAC connections are to be performed by customer or customer’s designated licensed Electrical contractor.
2. Fire alarm interface, cabling, connection, input/output, testing and certification.
3. Any city or other governmental permits, not associated with this scope of work, required for the use and operation of the system.
4. Access to device location, penetrations, required access panels for concealed areas.
5. If not stated above wire mold, conduit, trenching, wireless devices or aerial cabling necessary to connect any remote locations or gates, computer workstations to operate the system, and network equipment to provided power and data communication for devices.
6. Overtime required due to schedule revisions, work stoppages, delays caused by others, or circumstances beyond Knight Security Systems control.
7. Final terminations and connections to equipment other than provided by Knight Security Systems.
8. Any trade installation that Knight Security Systems is not licensed to perform.
9. Painting, patching or landscaping required as a result of the installation of equipment associated with this scope of work.
10. Technical assistance or the setup of the customer’s network for connection to the security control systems. The customer is required to provide static IP addresses and support personnel for assistance in setting up the network connections.

**Roles & Responsibilities**

Essential activities conducted in the course of project by the Customer, Knight Security Systems (KSS), and the General Contractor (GC).

<table>
<thead>
<tr>
<th>Project Administration Tasks</th>
<th>Customer</th>
<th>KSS</th>
<th>GC</th>
</tr>
</thead>
<tbody>
<tr>
<td>General project management &amp; administration</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Designate primary customer point of contact and site supervisor</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task</td>
<td>Customer</td>
<td>KSS</td>
<td>GC</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>----------</td>
<td>-----</td>
<td>----</td>
</tr>
<tr>
<td>Host initial site orientation and kick-off meeting</td>
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<td>X</td>
<td></td>
</tr>
<tr>
<td>Pre-installation walk-through and design verification</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Pre-construction utility assessment</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>System design and engineering</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>System design and engineering approval</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Develop master project schedule</td>
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</tr>
<tr>
<td>Approval of master project schedule</td>
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<td></td>
<td>X</td>
</tr>
<tr>
<td>System design acceptance within overall master plan of larger facility</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Provide lists of existing equipment and building drawing backgrounds</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Develop and maintain drawings and equipment schedules</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Provide written communication regarding work site conditions</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Coordinate monthly in-progress reviews for active sites</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Change order management</td>
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<td></td>
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</table>

### Project Installation Tasks

<table>
<thead>
<tr>
<th>Task</th>
<th>Customer</th>
<th>KSS</th>
<th>GC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide locations for materials staging</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Materials pre-installation configuration and delivery</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pre-installation testing of existing equipment</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installation of electric locking hardware</td>
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</tr>
<tr>
<td>Installation of electric locking mechanism power supplies</td>
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</tr>
<tr>
<td>Installation of device power supplies</td>
<td>X</td>
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<tr>
<td>120VAC at each device location where needed</td>
<td>X</td>
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<td></td>
</tr>
<tr>
<td>Building penetrations to exterior</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire partition penetrations and sealing</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installation of conduit to security system devices where needed</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installation of cables to security system devices</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Network cables from security system devices to copper patch panels</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Patch cables between patch panels and network switches</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Create panel, cable, and equipment labeling scheme</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install cable labels per labeling scheme</td>
<td>X</td>
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</tr>
</tbody>
</table>

### Network Tasks

<table>
<thead>
<tr>
<th>Task</th>
<th>Customer</th>
<th>KSS</th>
<th>GC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rack and rack space for rack mount equipment</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Network PoE switches and configuration</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Patch panels and uninterruptible power supply</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IP address assignment for security system equipment and workstations</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Configure client workstations to the security system</td>
<td></td>
<td></td>
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</tbody>
</table>

### Programming Tasks

<table>
<thead>
<tr>
<th>Task</th>
<th>Customer</th>
<th>KSS</th>
<th>GC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Create custom security system programming matrix</td>
<td>X</td>
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</tr>
<tr>
<td>Program initial security system configuration</td>
<td>X</td>
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<tr>
<td>Import initial cardholder database from Owner provided information</td>
<td>N/A</td>
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<tr>
<td>Develop and implement database update procedure</td>
<td>X</td>
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</table>

### Testing and Acceptance Tasks

<table>
<thead>
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<th>Task</th>
<th>Customer</th>
<th>KSS</th>
<th>GC</th>
</tr>
</thead>
<tbody>
<tr>
<td>System test forms and checklists</td>
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</tr>
<tr>
<td>Full system test</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customer on-site system acceptance</td>
<td>X</td>
<td></td>
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<tr>
<td>As-built drawings and final engineering document submittal</td>
<td>X</td>
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# PROJECT INVESTMENT

## Lift Station 1-MainLift

<table>
<thead>
<tr>
<th>QTY</th>
<th>Manufacturer</th>
<th>Part #</th>
<th>Description</th>
<th>Unit Price</th>
<th>Ext.Price</th>
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<tbody>
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<td>3.00</td>
<td>AXIS</td>
<td>DIR-5901-161</td>
<td>SURVEILLANCE MICROSDXC CARD</td>
<td>$85.65</td>
<td>$256.95</td>
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<tr>
<td>2.00</td>
<td>DMP</td>
<td>DIR-2505A</td>
<td>SENTROL INDUSTRIAL WIDE GAP CONTACT</td>
<td>$38.03</td>
<td>$76.06</td>
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<tr>
<td>2.00</td>
<td>GLS</td>
<td>L153R 626 IC 234 S ANSI</td>
<td>Entry Lock, R Lever Design, Clutched, US26D Satin</td>
<td>$72.43</td>
<td>$144.86</td>
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<tr>
<td>2.00</td>
<td>HES</td>
<td>DIR-5000C-12/24D-63</td>
<td>5000C-12/24D-630</td>
<td>$98.48</td>
<td>$196.96</td>
</tr>
<tr>
<td>1.00</td>
<td>LifeSafety Power, Inc.</td>
<td>DIR-FPO150-B100M8NL4E2</td>
<td>4 Door general dual voltage, 12V &amp; 24V, 150W max,</td>
<td>$642.62</td>
<td>$1,285.24</td>
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<tr>
<td>2.00</td>
<td>S2</td>
<td>DIR-S2-92OPTNNEK00462</td>
<td>With Prox, Wall Switch, Wiegand, Pigtail, Black, L</td>
<td>$200.36</td>
<td>$400.72</td>
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<tr>
<td>1.00</td>
<td>S2</td>
<td>DIR-S2-MNP</td>
<td>2 reader inputs, 4 supervised inputs, 4 relay outp</td>
<td>$957.55</td>
<td>$1,915.10</td>
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<tr>
<td>3.00</td>
<td>Samsung</td>
<td>DIR-SNV-8081R</td>
<td>Network IR vandal dome camera, 5MP 30fps, H.265/H.</td>
<td>$858.30</td>
<td>$2,574.90</td>
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<tr>
<td>3.00</td>
<td>Samsung</td>
<td>DIR-SBP-300WM1</td>
<td>Wall Mount Accessory, (SCP-3430H/2430H, SCP-3370TH)</td>
<td>$43.77</td>
<td>$131.31</td>
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<td>3.00</td>
<td>Samsung</td>
<td>DIR-SBP-300HM6</td>
<td>Medium Cap Adapter (Aluminum) Accessory, (SCV-6081)</td>
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<td>$81.45</td>
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<td>1.00</td>
<td>Samsung</td>
<td>DIR-SNV-L6083R</td>
<td>Wisenet Lite Network IR vandal dome camera, 2MP, F</td>
<td>$265.41</td>
<td>$265.41</td>
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<tr>
<td>1.00</td>
<td>Samsung</td>
<td>DIR-SBV-136B</td>
<td>Camera Back Box, Waterproof, 5.35 Diameter x 1.57</td>
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<tr>
<td>2.00</td>
<td>Sony</td>
<td>DIR-DS160</td>
<td>PIR REQUEST TO EXIT SENSOR WITH SOUNDER GRAY (DIR)</td>
<td>$59.99</td>
<td>$119.98</td>
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<tr>
<td>1.00</td>
<td>Sony</td>
<td>DIR-SR-32VMA</td>
<td>32GB mSD Card &amp; SD Adaptor</td>
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<tr>
<td>1.00</td>
<td>TrippLite</td>
<td>SMART1000LCD</td>
<td>1000VA UPS System SmartPro Rack/Shelf/Tower Digital</td>
<td>$174.09</td>
<td>$174.09</td>
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<tr>
<td>1.00</td>
<td>TrippLite</td>
<td>SRWO8U22</td>
<td>Wall Mount 2-Post Open Frame Rack Cabinet 8U / 14U</td>
<td>$138.74</td>
<td>$138.74</td>
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<tr>
<td>3.00</td>
<td>Ultratech</td>
<td>IM-1270</td>
<td>12V 7AH SLA BATTERY</td>
<td>$12.09</td>
<td>$36.27</td>
</tr>
<tr>
<td>1.00</td>
<td>Windy City Wire</td>
<td>5556130</td>
<td>24-4P UNS SOL CMP C5E Ylw Jkt</td>
<td>$213.20</td>
<td>$213.20</td>
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<tr>
<td>1.00</td>
<td>Zyxel</td>
<td>DIR-GS2210-8HP</td>
<td>8P Gig 2 Dual Personsity 180w</td>
<td>$294.46</td>
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</tbody>
</table>

**Labor:**

<table>
<thead>
<tr>
<th>QTY</th>
<th>Description</th>
<th>Ext.Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.00</td>
<td>SYSDESIGN</td>
<td>$287.10</td>
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<td>4.00</td>
<td>SYSTECH</td>
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</tr>
<tr>
<td>5.00</td>
<td>PROJECTMGR</td>
<td>$864.00</td>
</tr>
<tr>
<td>10.00</td>
<td>INSTALLCABLE</td>
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<tr>
<td>23.00</td>
<td>INSTALL</td>
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**Total Lift Station 1-MainLift Installation**

$6,769.86

**Labor Subtotal**

$5,328.90

**Lift Station 1-MainLift SubTotal**

$12,098.76

## Lift Station 11-N LBJ

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<th>QTY</th>
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<th>Part #</th>
<th>Description</th>
<th>Unit Price</th>
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<tr>
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<td>AXIS</td>
<td>DIR-5901-161</td>
<td>SURVEILLANCE MICROSDXC CARD</td>
<td>$85.65</td>
<td>$171.30</td>
</tr>
<tr>
<td>2.00</td>
<td>Samsung</td>
<td>DIR-SNV-8081R</td>
<td>Network IR vandal dome camera, 5MP 30fps, H.265/H.</td>
<td>$858.30</td>
<td>$1,716.60</td>
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<tr>
<td>2.00</td>
<td>Samsung</td>
<td>DIR-SBP-300WM1</td>
<td>Wall Mount Accessory, (SCP-3430H/2430H, SCP-3370TH)</td>
<td>$43.77</td>
<td>$87.54</td>
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**Lift Station 11-N LBJ SubTotal**

$4,720.98

Client Initials: __________
2.00 Samsung DIR-SBP-300HM6 Medium Cap Adapter (Aluminum) $27.15 $54.30
1.00 TrippLite SMART1000LCD 1000VA UPS System SmartPro Rack/Shelf/Tower Digita $174.09 $174.09
1.00 TrippLite SRWO8U22 Wall Mount 2-Post Open Frame Rack Cabinet 8U / 14U $138.74 $138.74
1.00 Zyxel DIR-GS2210-8HP 8P Gig 2 Dual Personality 180w $294.46 $294.46

**Labor:**

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<td>2.00</td>
<td>SYSTECH</td>
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<td>3.00</td>
<td>INSTALLCABLE</td>
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<tr>
<td>2.00</td>
<td>PROJECTMGR</td>
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<td>9.00</td>
<td>INSTALL</td>
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**Total Lift Station 11-N LBJ Installation** $2,637.03  
**Labor Subtotal** $2,083.95  
**Lift Station 11-N LBJ SubTotal** $4,720.98

**Lift Station 14-River Rd** $4,611.18

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<th>Part #</th>
<th>Description</th>
<th>Unit Price</th>
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<td>$171.30</td>
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<td>DIR-SNV-8081R</td>
<td>Network IR vandal dome camera, SMP 30fps, H.265/H.264</td>
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<td>$1,716.60</td>
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<td>2.00</td>
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<td>DIR-SBP-300WM1</td>
<td>Wall Mount Accessory, (SCP-3430H/2430H, SCP-3370TH)</td>
<td>$43.77</td>
<td>$87.54</td>
</tr>
<tr>
<td>2.00</td>
<td>Samsung</td>
<td>DIR-SBP-300HM6</td>
<td>Medium Cap Adapter (Aluminum) Accessory, (SCV-6081)</td>
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<td>$54.30</td>
</tr>
<tr>
<td>1.00</td>
<td>TrippLite</td>
<td>SMART1000LCD</td>
<td>1000VA UPS System SmartPro Rack/Shelf/Tower Digita</td>
<td>$174.09</td>
<td>$174.09</td>
</tr>
<tr>
<td>1.00</td>
<td>TrippLite</td>
<td>SRWO8U22</td>
<td>Wall Mount 2-Post Open Frame Rack Cabinet 8U / 14U</td>
<td>$138.74</td>
<td>$138.74</td>
</tr>
<tr>
<td>1.00</td>
<td>Zyxel</td>
<td>DIR-GS2210-8HP</td>
<td>8P Gig 2 Dual Personality 180w</td>
<td>$294.46</td>
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**Labor:**

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<tbody>
<tr>
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<tr>
<td>2.00</td>
<td>SYSTECH</td>
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<tr>
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<td>8.00</td>
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**Total Lift Station 14-River Rd Installation** $2,637.03  
**Labor Subtotal** $1,974.15  
**Lift Station 14-River Rd SubTotal** $4,611.18

**Lift Station 51-Cottonwood** $8,844.69

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<tr>
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<th>Part #</th>
<th>Description</th>
<th>Unit Price</th>
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</thead>
<tbody>
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<td>2.00</td>
<td>AXIS</td>
<td>DIR-5901-161</td>
<td>SURVEILLANCE MICROSDXC CARD</td>
<td>$85.65</td>
<td>$171.30</td>
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<tr>
<td>1.00</td>
<td>DMP</td>
<td>DIR-2505A</td>
<td>SENTROL INDUSTRIAL WIDE GAP CONTACT</td>
<td>$38.03</td>
<td>$38.03</td>
</tr>
<tr>
<td>1.00</td>
<td>GLS</td>
<td>L153R 626 IC 234 S ANSI</td>
<td>Entry Lock, R Lever Design, Clutched, US26D Satin</td>
<td>$72.43</td>
<td>$72.43</td>
</tr>
<tr>
<td>1.00</td>
<td>HES</td>
<td>DIR-5000C-12/24D-63</td>
<td>5000C-12/24D-630</td>
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<tr>
<td>1.00</td>
<td>LifeSafety Power, Inc.</td>
<td>DIR-FPO150-B100M8NL4E2</td>
<td>4 Door general dual voltage, 12V &amp; 24V, 150W max,</td>
<td>$642.62</td>
<td>$642.62</td>
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</table>

5/3/2018 | Proposal # 6154-1-0 | City of San Marcos
1.00 S2  
DIR-S2-920PTNNEK00462  
With Prox, Wall Switch, Wiegand, Pigtail, Black, L  
$200.36  
1.00 S2  
DIR-S2-MNP  
2 reader inputs, 4 supervised inputs, 4 relay outp  
$957.55  
2.00 Samsung  
DIR-SNV-8081R  
Network IR vandal dome camera, 5MP 30fps, H.265/H.  
$858.30  
1,716.60  
2.00 Samsung  
DIR-SBP-300WM1  
Wall Mount Accessory, (SCP-3430H/2430H, SCP-3370TH  
$43.77  
87.54  
2.00 Samsung  
DIR-SBP-300HM6  
Medium Cap Adapter (Aluminum) Accessory, (SCV-6081  
$27.15  
54.30  
1.00 Sony  
DIR-DS160  
PIR REQUEST TO EXIT SENSOR WITH SOUNDER GRAY (DIR)  
$59.99  
1.00 Sony  
DIR-SR-32VMA  
32GB mSD Card & SD Adaptor  
$37.18  
$37.18  
1.00 TrippLite  
SMART1000LCD  
1000VA UPS System SmartPro Rack/Shelf/Tower Digital  
$174.09  
$174.09  
1.00 TrippLite  
SRWO8U22  
Wall Mount 2-Post Open Frame Rack Cabinet 8U / 14U  
$138.74  
$138.74  
3.00 Ultratech  
IM-1270  
12V 7AH SLA BATTERY  
$12.09  
$36.27  
1.00 Windy City Wire  
5556130  
24-4P UNS SOL CMP C5E Ylw Jkt  
$213.20  
$213.20  
1.00 Zyxel  
DIR-GS2210-8HP  
8P Gig 2 Dual Persnalty 180w  
$294.46  
$294.46  
Labor:  
QTY Description  
1.00 SYSDGN  
$143.55  
3.00 PROJECTMGR  
$518.40  
4.00 SYSTECH  
$554.40  
6.00 INSTALLCABLE  
$658.80  
18.00 INSTALL  
$1,976.40  
Total Lift Station 51-Cottonwood Installation Labor Subtotal  
$4,993.14  
$3,851.55  
Lift Station 51-Cottonwood SubTotal  
$8,844.69  
Lift Station 52-SanMarcos Rd  
$8,633.42  
QTY Manufacturer Part # Description  
2.00 AXIS  
DIR-5901-161  
SURVEILLANCE MICROSDXC CARD  
$85.65  
$171.30  
1.00 DMP  
DIR-2505A  
SENTROL INDUSTRIAL WIDE GAP CONTACT  
$38.03  
$76.06  
1.00 GLS  
L153R 626 IC 234 S ANSI  
Entry Lock, R Lever Design, Clutched, US26D Satin  
$111.54  
$111.54  
1.00 HES  
DIR-5000C-12/24D-63  
5000C-12/24D-630  
$98.48  
$98.48  
1.00 LifeSafety Power, Inc.  
DIR-FPO150-B100M8NL4E2  
4 Door general dual voltage, 12V & 24V, 150W max,  
$642.62  
$642.62  
1.00 S2  
DIR-S2-920PTNNEK00462  
With Prox, Wall Switch, Wiegand, Pigtail, Black, L  
$200.36  
$200.36  
1.00 S2  
DIR-S2-MNP  
2 reader inputs, 4 supervised inputs, 4 relay outp  
$957.55  
$957.55  
2.00 Samsung  
DIR-SNV-8081R  
Network IR vandal dome camera, 5MP 30fps, H.265/H.  
$858.30  
$1,716.60  
2.00 Samsung  
DIR-SBP-300WM1  
Wall Mount Accessory, (SCP-3430H/2430H, SCP-3370TH  
$43.77  
$87.54  
2.00 Samsung  
DIR-SBP-300HM6  
Medium Cap Adapter (Aluminum) Accessory, (SCV-6081  
$27.15  
$54.30  
1.00 Sony  
DIR-DS160  
PIR REQUEST TO EXIT SENSOR WITH SOUNDER GRAY (DIR)  
$59.99  
$59.99  
1.00 TrippLite  
SMART1000LCD  
1000VA UPS System SmartPro Rack/Shelf/Tower Digital  
$174.09  
$174.09  
Client Initials:__________
### Total Lift Station 52-SanMarcos Rd Installation

**Labor Subtotal**

$3,851.55

**Lift Station 52-SanMarcos Rd SubTotal**

$8,633.42

### Water Station 100-Spring Lake

**SubTotal**

$7,909.18
## Total Water Station 100-Spring Lake Installation

Cost: $4,057.63  
Labor Subtotal: $3,851.55  
Water Station 100-Spring Lake SubTotal: $7,909.18

### Water Station 100-Spring Lake Tower

<table>
<thead>
<tr>
<th>QTY</th>
<th>Manufacturer</th>
<th>Part #</th>
<th>Description</th>
<th>Unit Price</th>
<th>Ext.Price</th>
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<tbody>
<tr>
<td>1.00</td>
<td>AXIS</td>
<td>DIR-5901-161</td>
<td>SURVEILLANCE MICROSDXC CARD</td>
<td>$85.65</td>
<td>$85.65</td>
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<tr>
<td>1.00</td>
<td>Samsung</td>
<td>DIR-SNV-8081R</td>
<td>Network IR vandal dome camera, 5MP 30fps, H.265/H.</td>
<td>$858.30</td>
<td>$858.30</td>
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<tr>
<td>1.00</td>
<td>Samsung</td>
<td>DIR-SBP-300WM1</td>
<td>Wall Mount Accessory, (SCP-3430H/2430H, SCP-3370TH)</td>
<td>$43.77</td>
<td>$43.77</td>
</tr>
<tr>
<td>1.00</td>
<td>Samsung</td>
<td>DIR-SBP-300HM6</td>
<td>Medium Cap Adapter (Aluminum) Accessory, (SCV-6081)</td>
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<td>$27.15</td>
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<td>1.00</td>
<td>Samsung</td>
<td>DIR-SNV-L6083R</td>
<td>Wisenet Lite Network IR vandal dome camera, 2MP, F 5.35 Diameter x 1.57</td>
<td>$265.41</td>
<td>$265.41</td>
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<tr>
<td>1.00</td>
<td>Samsung</td>
<td>DIR-SBV-136B</td>
<td>Camera Back Box, Waterproof, Rack/Shelf/Tower Digita</td>
<td>$27.15</td>
<td>$27.15</td>
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<tr>
<td>1.00</td>
<td>Sony</td>
<td>DIR-SR-32VMA</td>
<td>32GB mSD Card &amp; SD Adaptor</td>
<td>$37.18</td>
<td>$37.18</td>
</tr>
<tr>
<td>1.00</td>
<td>TrippLite</td>
<td>SMART1000LCD</td>
<td>1000VA UPS System SmartPro Rack/Tower</td>
<td>$174.09</td>
<td>$174.09</td>
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<tr>
<td>1.00</td>
<td>TrippLite</td>
<td>SRWO8U22</td>
<td>Wall Mount 2-Post Open Frame Rack Cabinet 8U / 14U</td>
<td>$138.74</td>
<td>$138.74</td>
</tr>
<tr>
<td>1.00</td>
<td>Zyxel</td>
<td>DIR-GS2210-8HP</td>
<td>8P Gig 2 Dual Personalty 180w</td>
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### Labor:

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<th>Ext.Price</th>
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<td>1.00</td>
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<tr>
<td>2.00</td>
<td>SYSTech</td>
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</tr>
<tr>
<td>3.00</td>
<td>INSTALLCABLE</td>
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</tr>
<tr>
<td>2.00</td>
<td>PROJECTMGR</td>
<td>$878.40</td>
</tr>
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</table>

Total Water Station 100-Spring Lake Tower Installation: $1,951.90  
Labor Subtotal: $1,974.15  
Water Station 100-Spring Lake Tower SubTotal: $3,926.05

### Water Station 101-RR12

<table>
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<tr>
<th>QTY</th>
<th>Manufacturer</th>
<th>Part #</th>
<th>Description</th>
<th>Unit Price</th>
<th>Ext.Price</th>
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<tbody>
<tr>
<td>1.00</td>
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<td>SURVEILLANCE MICROSDXC CARD</td>
<td>$85.65</td>
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<tr>
<td>1.00</td>
<td>DMP</td>
<td>DIR-2505A</td>
<td>SENTROL INDUSTRIAL WIDE GAP CONTACT</td>
<td>$38.03</td>
<td>$38.03</td>
</tr>
<tr>
<td>1.00</td>
<td>GLS</td>
<td>L153R 626 IC 234 S ANSI</td>
<td>Entry Lock, R Lever Design, Clutched, US260 Satin</td>
<td>$72.43</td>
<td>$72.43</td>
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<td>1.00</td>
<td>HES</td>
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<tr>
<td>1.00</td>
<td>Samsung</td>
<td>DIR-SBP-300WM1</td>
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<td>$43.77</td>
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Water Station 101-RR12 SubTotal: $7,909.18

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### Water Station 103-Comanche Tank

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<th>Part #</th>
<th>Description</th>
<th>Unit Price</th>
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<tr>
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<td>AXIS</td>
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<td>DMP</td>
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<td>Entry Lock, R Lever Design, Clutched, US26D Satin</td>
<td>$38.03</td>
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<td>5000C-12-24D-63</td>
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<td></td>
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<td>DIR-S2-920PTNNEK00462</td>
<td>With Prox, Wall Switch, Wiegand, Pigtail, Black, L</td>
<td>$200.36</td>
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<tr>
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<td>S2</td>
<td>DIR-S2-MNP</td>
<td>2 reader inputs, 4 supervised inputs, 4 relay output</td>
<td>$957.55</td>
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<tr>
<td></td>
<td>Samsung</td>
<td>DIR-SNV-8081R</td>
<td>Network IR vandal dome camera, 5MP 30fps, H.265/H.</td>
<td>$858.30</td>
</tr>
<tr>
<td></td>
<td>Samsung</td>
<td>DIR-SBV-300WM1</td>
<td>Wall Mount Accessory, (SCP-3430H/2430H, SCP-3307TH)</td>
<td>$43.77</td>
</tr>
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<td>Samsung</td>
<td>DIR-SBV-300HM6</td>
<td>Medium Cap Adapter (Aluminum)</td>
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<tr>
<td></td>
<td>Samsung</td>
<td>DIR-SNV-L6083R</td>
<td>Wisenet Lite Network IR vandal dome camera, 2MP, F</td>
<td>$265.41</td>
</tr>
<tr>
<td></td>
<td>Samsung</td>
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<tr>
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<td>Sony</td>
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<td>Sony</td>
<td>DIR-SR-32VMA</td>
<td>32GB mSD Card &amp; SD Adaptor</td>
<td>$37.18</td>
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<tr>
<td></td>
<td>TrippLite</td>
<td>SMART1000LCD</td>
<td>1000VA UPS System SmartPro</td>
<td>$174.09</td>
</tr>
<tr>
<td></td>
<td>TrippLite</td>
<td>SRWO8U22</td>
<td>Wall Mount 2-Post Open Frame Rack Cabinet 8U / 14U</td>
<td>$138.74</td>
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Client Initials: __________________________
3.00 Ultratech  IM-1270  12V 7AH SLA BATTERY  $12.09  $36.27
1.00 Zyxel  DIR-GS2210-8HP  8P Gig 2 Dual Persnalty 180w  $294.46  $294.46

**Labor:**

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**Total Water Station 103-Comanche Tank Installation**  
**Labor Subtotal**  
**Water Station 103-Comanche Tank SubTotal**  

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**Labor:**

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Total Water Station 104-Cottonwood Tank Installation $4,057.63
Labor Subtotal $3,851.55
Water Station 104-Cottonwood Tank SubTotal $7,909.18

Water Station 105-Comanche Well $7,909.18

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Labor:

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Total Water Station 105-Comanche Well Installation $4,057.63
Labor Subtotal $3,851.55
Water Station 105-Comanche Well SubTotal $7,909.18

Water Station 108-Kingswood $7,689.58

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Total Water Station 108-Kingswood $7,689.58

Client Initials:__________
**Water Station 108-Kingswood Installation**

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**Labor Subtotal**

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**Total Water Station 110-McCarty**

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**Client Initials:**

5/3/2018 | Proposal # 6154-1-0 | City of San Marcos
### Water Station 110-McCarty Installation

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**Total Water Station 110-McCarty Installation**  
**$5,871.53**

**Labor Subtotal**  
**$5,109.30**

**Water Station 110-McCarty SubTotal**  
**$10,980.83**

### Water Station 113-Sogaus

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**Water Station 113-Sogaus**  
**$10,980.83**
1.00 TrippLite  SMART1000LCD  1000VA UPS System SmartPro Rack/Shelf/Tower Digital $174.09 $174.09
1.00 TrippLite  SRWO8U22  Wall Mount 2-Post Open Frame Rack Cabinet 8U / 14U $138.74 $138.74
3.00 Ultratech  IM-1270  12V 7AH SLA BATTERY $12.09 $36.27
1.00 Zyxel  DIR-GS2210-8HP  8P Gig 2 Dual Personality 180w $294.46 $294.46

**Labor:**

<table>
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<tr>
<th>QTY</th>
<th>Description</th>
<th>Ext.Price</th>
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<tr>
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<td>SYSTECH</td>
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<td>5.00</td>
<td>PROJECT MGR</td>
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**Total Water Station 113-Sogaus Installation**  
**Labor Subtotal** $5,109.30  
**Water Station 113-Sogaus SubTotal** $10,980.83

**Water Station 116-Oakridge**  

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<td>SENTROL INDUSTRIAL WIDE GAP CONTACT</td>
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<td>5000C-12/24D-630 4 Door general dual voltage, 12V &amp; 24V, 150W max,</td>
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<td>1.00</td>
<td>LifeSafety Power, Inc.</td>
<td>DIR-FPO150-B100M8NL4E2</td>
<td>Accessory, (SCV-6081)</td>
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<td>1.00</td>
<td>S2</td>
<td>DIR-S2-920PTNNEK00462</td>
<td>With Prox, Wall Switch, Wiegand, Pigtails, Black, L</td>
<td>$200.36</td>
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<td>1.00</td>
<td>S2</td>
<td>DIR-S2-MNP</td>
<td>2 reader inputs, 4 supervised inputs, 4 relay outp</td>
<td>$957.55</td>
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<td>2.00</td>
<td>Samsung</td>
<td>DIR-SNV-8081R</td>
<td>Network IR vandal dome camera, 5MP 30fps, H.265/H.</td>
<td>$858.30</td>
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<td>DIR-SBP-300WM1</td>
<td>Wall Mount Accessory, (SCP-3430H/2430H, SCP-3370TH)</td>
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<td>DIR-SBP-300HM6</td>
<td>Medium Cap Adapter (Aluminum) Accessory, (SCV-6081)</td>
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<td>DIR-SBV-136B</td>
<td>Camera Back Box, Waterproof, 5.35 Diameter x 1.57</td>
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<td>32GB mSD Card &amp; SD Adaptor</td>
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<td>1000VA UPS System SmartPro Rack/Shelf/Tower Digital</td>
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<td>3.00</td>
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<td>Zyxel</td>
<td>DIR-GS2210-8HP</td>
<td>8P Gig 2 Dual Personality 180w</td>
<td>$294.46</td>
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</table>

**Total Water Station 116-Oakridge**  
**$10,511.54**

Client Initials:__________

5/3/2018 | Proposal # 6154-1-0 | City of San Marcos
### Labor:

<table>
<thead>
<tr>
<th>QTY</th>
<th>Description</th>
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**Total Water Station 116-Oakridge Installation**  
**Labor Subtotal**  
**Water Station 116-Oakridge SubTotal**  

### General

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<th>QTY</th>
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<td>Knight Security</td>
<td>DIR-KSS-PROJKIT</td>
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<td>3.00</td>
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**Discounts and Misc. Items:***

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<th>Description</th>
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<tr>
<td>1.00</td>
<td>Dir-Discount Install Labor</td>
<td>($15,000.00)</td>
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**Total General Installation**  
**Discounts and Misc. Items SubTotal**  
**General SubTotal**  

### Investment Summary

- **Total Equipment**  
  - $68,713.11
- **Total Labor**  
  - $57,281.85
- **Total Discounts & Misc. Items**  
  - ($15,000.00)
- **Total Proposal Amount**  
  - $110,994.96

*Note: Sales tax, if applicable, is not included on this proposal and will be added to the total upon invoicing.*

### Investment Total

Knight Security Systems will provide the proposed system as described in this proposal for the sum of: **$110,994.96**

The price above includes: material, equipment and labor as described within this proposal.
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The following terms and conditions shall govern the conduct of DIR and Vendor during the term of the Contract.

1. **Contract Scope**  
   **Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**  
The Vendor shall provide the products and related services specified in Section 3 of the Contract for purchase by Customers. In addition, DIR and Vendor may agree to provisions that allow Vendor and/or Order Fulfiller to lease the products offered under the Contract. Terms used in this document shall have the meanings set forth below in Section 3.

2. **No Quantity Guarantees**  
   **Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**  
The Contract is not exclusive to the Vendor. Customers may obtain products and related services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the Contract.

3. **Definitions**  
   A. **Customer** - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:
   1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;  
   2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;  
   3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;  
   4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency’s clients;  
   5) A local workforce development board created under Section 2308.253;  
   6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;  
   7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation’s successor entity under Section 74.1011, Texas Agriculture Code;  
   8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and  
   9) A nonprofit organization that provides affordable housing.  
   B. **Compliance Check** – an audit of Vendor’s compliance with the Contract may be performed by, but not limited to, a third party auditor, DIR Internal Audit department, or DIR contract
management staff or their designees.

C. **Contract** – the document executed between DIR and Vendor into which this Appendix A is incorporated.

D. **CPA** – refers to the Texas Comptroller of Public Accounts.

E. **Day** - shall mean business days, Monday through Friday, except for State and Federal holidays, unless otherwise specified as calendar days. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.

F. **Order Fulfiller** – the party, either Vendor or a party that may be designated by Vendor, who is fulfilling a Purchase Order pursuant to the Contract.

G. **Purchase Order** - the Customer’s fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).

H. **State** – refers to the State of Texas.

4. **General Provisions**

A. **Entire Agreement**

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

B. **Modification of Contract Terms and/or Amendments**

1) The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Vendor.

2) Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Order Fulfiller may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer’s Purchase Order and the Contract, the Contract term shall control.

3) Customers and Vendor will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract with Vendors.

C. **Invalid Term or Condition**

1) To the extent any term or condition in the Contract conflicts with the applicable State and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable State and/or United States law or regulation which conflicts with the Contract term or condition.

2) If one or more terms or conditions in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other
parties or circumstances shall remain valid and in full force and effect.

D. Assignment

DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party and, for Vendor, a mutually agreed written Contract amendment. Any other assignment by a party shall require the written consent of the other party and a mutually agreed written Contract amendment.

E. Survival

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Vendor or Order Fulfiller shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than five years, unless Customer makes an express finding and justification for the longer term. The finding and justification must either be included in the Purchase Order, or referenced in it and maintained in Customer’s procurement record. Rights and obligations under this Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee; and any and all payment obligations invoiced prior to the termination or expiration hereof; obligations of confidentiality; and, indemnification, will remain in effect after termination or expiration hereof.

F. Choice of Law

The laws of the State shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State’s sovereign immunity.

G. Limitation of Authority

Vendor shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

H. Proof of Financial Stability

Either DIR or Customer may require Vendor to provide proof of financial stability prior to or at any time during the contract term.

5. Intellectual Property Matters

A. Definitions

1) “Work Product” means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations,
manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer’s benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2) “Intellectual Property Rights” means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3) “Statement of Work” means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4) “Third Party IP” means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not directly or indirectly providing any goods or services to Customer under this Contract.

5) “Vendor IP” shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor’s provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

B. Ownership.
As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered “works made for hire” and that the Work Product shall, upon
creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

C. Further Actions.
Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor’s signature due to the dissolution of Vendor or Vendor’s unreasonable failure to respond to Customer’s repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor’s agent and Vendor’s attorney-in-fact to act for and in Vendor’s behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer’s sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights.
Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor’s benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term “Moral Rights” shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality.
All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph H. hereunder. Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.
F. **Injunctive Relief.**
The Contract is intended to protect Customer’s proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer’s business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

G. **Return of Materials Pertaining to Work Product.**
Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertain to the Work Product.

H. **Vendor License to Use.**
Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer’s sole discretion.

I. **Third-Party Underlying and Derivative Works.**
To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer’s benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer’s internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party’s written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

J. **Agreement with Subcontracts.**
Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

K. **License to Customer.**
Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer’s internal business purposes, to use, copy, modify, display, perform (by any means), transmit and
prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer’s internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

L. Vendor Development Rights.
To the extent not inconsistent with Customer’s rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

6. Product Terms and Conditions
Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)
1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapters 206 and 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Upon request, but not later than thirty (30) calendar days after request, Vendor shall provide DIR with a completed Voluntary Product Accessibility Template (VPAT) of the specified product or a URL to the VPAT for reviewing compliance with the State Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act).

B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)
1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 6.B.2, below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all
necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 6.B.

7. **Contract Fulfillment and Promotion**

A. **Service, Sales and Support of the Contract**

Vendor shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote products and services available under the Contract. Vendor shall use its best efforts to ensure that potential Customers are made aware of the existence of the Contract. All sales to Customers for products and services available under the Contract shall be processed through the Contract.

B. **Use of Order Fulfillers**

DIR agrees to permit Vendor to utilize designated Order Fulfillers to provide service, sales and support resources to Customers. Such participation is subject to the following conditions:

1) **Designation of Order Fulfillers**

a) Vendor may designate Order Fulfillers to act as the distributors for products and services available under the Contract. In designating Order Fulfillers, Vendor must be in compliance with the State’s Policy on Utilization of Historically Underutilized Businesses. In addition to the required Subcontracting Plan, Vendor shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.

b) DIR reserves the right to require the Vendor to rescind any such Order Fulfiller participation or request that Vendor name additional Order Fulfillers should DIR determine it is in the best interest of the State.

c) Vendor shall be fully liable for its Order Fulfillers’ performance under and compliance with the terms and conditions of the Contract. Vendor shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of the Contract.

d) Vendor shall have the right to qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Vendor’s established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the different criteria.

e) Vendor shall not prohibit Order Fulfiller from participating in other procurement opportunities offered through DIR.

2) **Changes in Order Fulfiller List**

Vendor may add or delete Order Fulfillers throughout the term of the Contract upon written authorization by DIR. Prior to adding or deleting Order Fulfillers, Vendor must make a good faith effort in the revision of its Subcontracting Plan in accordance with the State’s Policy on Utilization of Historically Underutilized Businesses. Vendor shall provide DIR with its updated Subcontracting Plan and the Order Fulfiller information listed in Section 7.B.1.a above.

3) **Order Fulfiller Pricing to Customer**

Order Fulfiller pricing to the Customer shall comply with the Customer price as stated within Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee. This pricing shall
only be offered by Order Fulfillers to Customers for sales that pass through the Contract.

C. Product Warranty and Return Policies
Order Fulfiller will adhere to the Vendor’s then-currently published policies concerning product warranties and returns. Product warranty and return policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated Customers for like products.

D. Customer Site Preparation
Customers shall prepare and maintain its site in accordance with written instructions furnished by Order Fulfiller prior to the scheduled delivery date of any product or service and shall bear the costs associated with the site preparation.

E. Internet Access to Contract and Pricing Information
1) Vendor Webpage
Within thirty (30) calendar days of the effective date of the Contract, Vendor will establish and maintain a webpage specific to the products and services awarded under the Contract that are clearly distinguishable from other, non-DIR Contract offerings on the Vendor’s website. The webpage must include:
   a) the products and services awarded;
   b) description of product and service awarded
   c) a current price list or mechanism (for example, a services calculator or product builder) to obtain specific contracted pricing;
   d) discount percentage (%) off MSRP or List Price;
   e) designated Order Fulfillers;
   f) contact information (name, telephone number and email address) for Vendor and designated Order Fulfillers;
   g) instructions for obtaining quotes and placing Purchase Orders;
   h) warranty policies;
   i) return policies;
   j) the DIR Contract number with a hyperlink to the Contract’s DIR webpage;
   k) a link to the DIR “Cooperative Contracts” webpage; and
   l) the DIR logo in accordance with the requirements of this Section.

If Vendor does not meet the webpage requirements listed above, DIR may cancel the contract without penalty.

2) Accurate and Timely Contract Information
Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor’s website within ten (10) business days after written notification by DIR.
3) **Webpage Compliance Checks**
Periodic compliance checks of the information posted for the Contract on Vendor’s webpage will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this webpage is compliant with the pricing as stated in the Contract.

4) **Webpage Changes**
Vendor hereby consents to a link from the DIR website to Vendor’s webpage in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to suspend, terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link suspension, termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

5) **Use of Access Data Prohibited**
If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Vendor shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

6) **Responsibility for Content**
Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor’s website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

F. **DIR Logo**
Vendor and Order Fulfiller may use the DIR logo in the promotion of the Contract to Customers with the following stipulations: (i) the logo may not be modified in any way, (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Order Fulfiller logo, (iii) the DIR logo is only used to communicate the availability of products and services under the Contract to Customers, and (iv) any other use of the DIR logo requires prior written permission from DIR.

G. **Vendor and Order Fulfiller Logo**
If DIR receives Vendor’s or Order Fulfiller’s prior written approval, DIR may use the Vendor’s and Order’s Fulfiller’s name and logo in the promotion of the Contract to communicate the availability of products and services under the Contract to Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor’s and Order Fulfiller’s logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Vendor’s or Order Fulfiller’ trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor and Order Fulfiller.

H. **Trade Show Participation**
At DIR’s discretion, Vendor and Order Fulfillers may be required to participate in no more than two DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor’s and Order Fulfiller’s expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any required participation. Vendor and Order Fulfillers must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor’s or Order Fulfiller’s booth.
I. Orientation Meeting
Within thirty (30) calendar days from execution of the Contract, Vendor and Order Fulfillers will be required to attend an orientation meeting to discuss the content and procedures of the Contract to include reporting requirements. DIR, at its discretion, may waive the orientation requirement for Vendors who have previously held DIR contracts. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference, at DIR’s discretion. DIR shall bear no cost for the time and travel of the Vendor or Order Fulfillers for attendance at the meeting.

J. Performance Review Meetings
DIR may require the Vendor to attend periodic meetings to review the Vendor’s performance under the Contract, at DIR’s discretion. The meetings may be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

K. DIR Cost Avoidance
As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of products sold under the Contract. The report shall contain: product part number, product description, list price and price to Customer under the Contract.

8. Pricing, Purchase Orders, Invoices, and Payments
Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Manufacturer’s Suggested Retail Price (MSRP) or List Price
Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED
MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade. A price list especially prepared for a given solicitation is not acceptable.

B. Customer Discount
Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED
The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C, Pricing Index.

C. Customer Price
Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR SECTION C1

1) The price to the Customer shall be calculated as follows:

Customer Price = (MSRP or List Price – Customer Discount as set forth in Appendix C, Pricing Index) x (1 + DIR Administrative Fee, as set forth in the Contract).

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract is provided by the Vendor at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) to any other customer under the same terms and conditions provided for
the State for the same commodities and services under this contract, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Vendor or its resellers for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. Vendor shall notify DIR within ten (10) days and this Contract shall be amended to reflect the lower price.

D. Shipping and Handling Fees

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED
The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer’s Destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited or special delivery, Customer will be responsible for any charges for expedited or special delivery.

E. Tax-Exempt

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED
As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Customers shall provide evidence of tax-exempt status to Vendor upon request.

F. Travel Expense Reimbursement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED
Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (http://www.window.state.tx.us/procurement/prog/stmp/). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in the Contract is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

G. Changes to Prices

Subject to the requirements of this section, Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract.

Vendor may revise its pricing (but not its discount rate, if any, and not the products or services on its contract pricing list) by posting a revised pricing list. Such revised pricing lists are subject to review by DIR. If DIR finds that a product’s or service’s price has been increased unreasonably, DIR may request Vendor to reduce its pricing for the product or service to the level published before the revision. Vendor must reduce its pricing, or remove the product from its pricing list. Failure to do so will constitute an act of default by Vendor.

H. Purchase Orders

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED
All Customer Purchase Orders will be placed directly with the Vendor or Order Fulfiller.
Accurate Purchase Orders shall be effective and binding upon Vendor or Order Fulfiller when accepted by Vendor or Order Fulfiller. Customer and Vendor may work together to include specific requirements as to what constitutes a valid Purchase Order.

Vendors will be required to comply with the disclosure requirements of Section 2252.908, Texas Government Code, as enacted by House Bill 1295, 84th Regular Session, when execution of a contract requires an action or vote by the governing body of a governmental entity before the contract may be signed.

I. Invoices

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Invoices shall be submitted by the Vendor or Order Fulfiller directly to the Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for products and/or services purchased under the Contract and any provision of acceptance of such products and/or services shall be made by the Customer to the Vendor or Order Fulfiller. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

2) Invoices must be timely and accurate. Each invoice must match Customer’s Purchase Order and include any written changes that may apply, as it relates to products, prices and quantities. Invoices must include the Customer’s Purchase Order number or other pertinent information for verification of receipt of the product or services by the Customer.

3) The administrative fee as set forth in the Contract shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

J. Payments

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Order Fulfiller. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

9. Contract Administration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A,C-D

A. Contract Managers

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR and the Vendor will each provide a Contract Manager to support the Contract. Information regarding the Contract Manager will be posted on the Internet website designated for the Contract.

1) State Contract Manager

DIR shall provide a Contract Manager whose duties shall include but not be limited to: i) advising DIR and Vendor of Vendor’s compliance with the terms and conditions of the Contract, ii) periodic verification of product pricing, and iii) verification of monthly reports submitted by Vendor.

2) Vendor Contract Manager

Vendor shall identify a specific Contract Manager whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) facilitating dispute
resolution between a Order Fulfiler and a Customer, and iii) advising DIR of Order Fulfillers performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Vendor’s then-current Contract Manager if the assigned Contract Manager is not, in the reasonable opinion of DIR, adequately serving the needs of the State.

B. Reporting and Administrative Fees

1) Reporting Responsibility
   a) Vendor shall be responsible for reporting all products and services purchased through Vendor and Order Fulfillers under the Contract. Vendor shall file the monthly reports, subcontract reports, and pay the administrative fees in accordance with the due dates specified in this section.
   
   b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to compliance checks of Vendor’s applicable Contract. Vendor will provide all required documentation at no cost.

2) Detailed Monthly Report
   Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous calendar month period. Reports are due on the fifteenth (15th) calendar day of the month following the month of the sale. If the 15th calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. The monthly report shall include, per transaction: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer’s complete billing address, the estimated administrative fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section. Vendor shall report in a manner required by DIR which is subject to change dependent upon DIR’s business needs. Failure to do so may result in contract termination.

3) Historically Underutilized Businesses Subcontract Reports
   a) Vendor shall electronically provide each Customer with Vendor’s relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.
   
   b) Reports shall be due in accordance with the CPA rules.

4) DIR Administrative Fee
   a) The Vendor shall pay an administrative fee to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. DIR will review Vendor monthly sales reports, close the sales period, and notify the Vendor of the administrative fee no later than the fourteenth (14th) day of the second month following the date of the reported sale. Vendor shall pay the administrative fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Vendor reports January sales by February 15th; DIR closes January sales and notifies Vendor of administrative fee by March 14th; Vendor submits administrative fee for January sales by March 25th.
   
   b) DIR may change the amount of the administrative fee upon thirty (30) calendar days
written notice to Vendor without the need for a formal contract amendment.

c) Vendor shall reference the DIR Contract number, reporting period, and administrative fee amount on any remittance instruments.

5) Accurate and Timely Submission of Reports
a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or late administrative fee payments within three (3) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor’s records as specified in C.3 of this Section, at Vendor’s expense. DIR will select the auditor (and all payments to auditor will require DIR approval).

Failure to timely submit three (3) reports or administrative fee payments within any rolling twelve (12) month period may, at DIR’s discretion, result in the addition of late fees of $100/day for each day the report or payment is due (up to $1000/month) or suspension or termination of Vendor’s Contract.

C. Records and Audit

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN SUBPARAGRAPH ONE (1)

1) Acceptance of funds under the Contract by Vendor and/or Order Fulfiller acts as acceptance of the authority of the State Auditor’s Office, or any successor agency or designee, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor’s Office or its successor or designee in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor or directly by Order Fulfillers and the requirement to cooperate is included in any subcontract or Order Fulfiller contract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor’s Office must provide the State Auditor’s Office with access to any information the State Auditor’s Office considers relevant to the investigation or audit.

2) Vendor and Order Fulfillers shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: the Order Fulfiller’s company name if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, MSRP or list price, unit price, extended price, Customer Purchase Order number, contact name, Customer’s complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books,
documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, purchase orders and statements of work, and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor’s Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days’ notice prior to inspecting, Compliance Checking, and/or copying Vendor’s and/or Order Fulfiller’s records. Vendor’s and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor’s and/or Order Fulfiller’s books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Vendor shall provide adequate office space to DIR staff during the performance of Compliance Check. If Vendor is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Vendor must pay within thirty (30) calendar days of receipt.

4) For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Order Fulfillers through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR’s satisfaction that Vendor’s calculation of DIR’s administrative fee is correct.

D. Contract Administration Notification

1) Prior to execution of the Contract, Vendor shall provide DIR with written notification of the following: i) Vendor Contract Administrator name and contact information, ii) Vendor sales representative name and contact information, and iii) name and contact information of Vendor personnel responsible for submitting reports and payment of administrative fees specified herein.

2) Upon execution of the Contract, DIR shall provide Vendor with written notification of the following: i) DIR Contract Administrator name and contact information, and ii) DIR Cooperative Contracts E-Mail Box information.

10. Vendor Responsibilities

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN C-M, O-S, V-W

A. Indemnification

1) INDEPENDENT CONTRACTOR
Vendor agrees and acknowledges that during the existence of this contract, it is furnishing products and services in the capacity of an independent contractor and that Vendor is not an employee of the customer or the state of Texas.

2) ACTS OR OMISSIONS
Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or
performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

3) INFRINGEMENTS
   a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor’s written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer’s specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor’s sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer’s use is non-infringing.

4) PROPERTY DAMAGE
B. Taxes/Worker’s Compensation/UNEMPLOYMENT INSURANCE

1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR’S AND VENDOR’S EMPLOYEES’ TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS’ COMPENSATION. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS’ COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS’ FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS’ COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS’ FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

C. Vendor Certifications

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor certifies on behalf of Vendor and its designated Order Fulfillers that they:

(i) have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;

(ii) are not currently delinquent in the payment of any franchise tax owed the State and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;

(iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;

(iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract;

(v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to
receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;

(vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract;

(vii) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration;

(viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control;

(ix) Vendor represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;

(x) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

(xi) to the extent applicable to this scope of this Contract, Vendor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328;

(xii) agree that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;

(xiii) are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;

(xiv) represent and warrant that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that they will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify they shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;

(xv) under Section 2155.006, and Section 2261.053, Texas Government Code, are not ineligible to receive the specified contract and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate;

(xvi) have complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, they acknowledge the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract; and

(xvii) represent and warrant that the Customer’s payment and their receipt of
appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code; and

(xviii) to the extent applicable to this scope of this contract, Vendor hereby certifies that it is authorized to sell and provide warranty support for all products and services listed in Appendix C of this contract; and

(xix) represent and warrant that in accordance with Section 2270.002 of the Texas Government Code, by signature hereon, Vendor does not boycott Israel and will not boycott Israel during the term of this Contract.

During the term of the Contract, Vendor shall, for itself and on behalf of its Order Fulfillers, promptly disclose to DIR all changes that occur to the foregoing certifications, representations and warranties. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

In addition, Vendor understands and agrees that if Vendor responds to certain Customer pricing requests or Statements of Work, then, in order to contract with the Customer, Vendor may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

D. Ability to ConducBusiness in Texas

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor and its Order Fulfiller shall be authorized and validly existing under the laws of its state of organization, and shall be authorized to do business in the State of Texas in accordance with Texas Business Organizations Code, Title 1, Chapter 9.

E. Equal Opportunity Compliance

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

F. Use of Subcontractors

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

If Vendor uses any subcontractors in the performance of this Contract, Vendor must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State’s Policy on Utilization of Historically Underutilized Businesses (HUB). A revised Subcontracting Plan approved by DIR’s HUB Office shall be required before Vendor can engage additional subcontractors in the performance of this Contract. A revised Subcontracting Plan approved by DIR’s HUB Office shall be required before Vendor can remove subcontractors currently engaged in the performance of this Contract. Vendor shall remain solely responsible for the performance of
its obligations under the Contract.

G. Responsibility for Actions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.

2) Vendor, for itself and on behalf of its subcontractors, shall report to DIR promptly when the disclosures under Certification Statement of Exhibit A to the RFO and/or Section 10.C. (xiii), Vendor Certifications of this Appendix A to the Contract change. Vendor covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose the status of conflicts of interest.

H. Confidentiality

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor acknowledges that DIR and Customers that are governmental bodies as defined by Texas Government Code, Section 552.003 are subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are governmental bodies will comply with the Public Information Act, and with all opinions of the Texas Attorney General’s office concerning this Act.

2) Under the terms of the Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

I. Security of Premises, Equipment, Data and Personnel

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and/or materials (collectively referred to as “Data”) belonging to the Customer. Vendor and/or Order Fulfiller shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor and/or Order Fulfiller shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor and/or Order Fulfiller fails to comply with Customer’s security requirements, then Customer may immediately terminate its Purchase Order and related Service Agreement.

J. Background and/or Criminal History Investigation

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Prior to commencement of any services, background and/or criminal history investigation of the Vendor and/or Order Fulfiller’s employees and subcontractors who will be providing services to the Customer under the Contract may be performed by the Customer. Should any employee or subcontractor of the Vendor and/or Order Fulfiller who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or subcontractor in question.

K. Limitation of Liability

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED
For any claims or cause of action arising under or related to the Contract: i) to the extend permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor’s liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor’s liability shall not apply to claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under this Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

L. Overcharges

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

M. Prohibited Conduct

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such Order Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

N. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 business days of execution of the Contract if the Vendor is awarded services which require that Vendor’s employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that have an A rating and a Financial Size Category Class of VII from A.M. Best and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include $1,000,000 per occurrence for Bodily Injury and Property Damage, with a separate aggregate limit of $2,000,000; Medical Expense per person of $5,000; Personal Injury and Advertising Liability of $1,000,000; Products/Completed Operations Aggregate Limit of $2,000,000; and Damage to Premises Rented: $50,000. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:
a) Blanket contractual liability coverage for liability assumed under the Contract;  
b) Independent Contractor coverage;  
c) State of Texas, DIR and Customer listed as an additional insured; and  
d) Waiver of Subrogation

2) Workers’ Compensation Insurance

WORKERS’ COMPENSATION INSURANCE AND EMPLOYERS’ LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS’ COMPENSATION ACT (ART. 8308-1.01 ET SEQ. TEX. REV. CIV. STAT) AND MINIMUM POLICY LIMITS FOR EMPLOYERS’ LIABILITY OF $1,000,000 BODILY INJURY PER ACCIDENT, $1,000,000 BODILY INJURY DISEASE PER EMPLOYEE AND $1,000,000 PER DISEASE POLICY LIMIT.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:  
a) Waiver of Subrogation; and  
b) Additional Insured.

O. Use of State Property

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED
Vendor is prohibited from using the Customer’s equipment, the customer’s location, or any other resources of the Customer or the State for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State long distance services. Any charges incurred by Vendor using the Customer’s equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Vendor to the Customer immediately upon demand by the Customer. Such use shall constitute breach of contract and may result in termination of the contract and other remedies available to DIR and Customer under the contract and applicable law.

P. Immigration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED
The Vendor shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (“IIRIRA”) and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under this Contract.

Pursuant to Executive Order No. RP-80, issued by the Governor of Texas on December 3, 2014, and as subsequently clarified, the Vendor shall, as a condition of this Contract, also comply with the United States Department of Homeland Security's E-Verify system to determine the eligibility of:  
• all persons 1) to whom the E-Verify system applies, and 2) who are hired by the Vendor during the term of this Contract to perform duties within Texas; and
• all subcontractors’ employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of this Contract and assigned by the subcontractor to perform work pursuant to this Contract.

The Vendor shall require its subcontractors to comply with the requirements of this Section and the Vendor is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Vendor and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

Q. Public Disclosure

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

No public disclosures or news releases pertaining to this contract shall be made by Vendor without prior written approval of DIR.

R. Product and/or Services Substitutions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Substitutions are not permitted without the written permission of DIR or Customer.

S. Secure Erasure of Hard Disk Products and/or Services

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor agrees that all products and/or services equipped with hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the Customer’s Managed Services product’s useful life or the end of the related Customer Managed Services Agreement for such products and/ or services, in accordance with 1 TAC 202.

T. Deceptive Trade Practices; Unfair Business Practices

1) Vendor represents and warrants that neither Vendor nor any of its Subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

2) Vendor certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

U. Drug Free Workplace Policy

Vendor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 C.F.R. Part 182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

V. Accessibility of Public Information

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED
1) Pursuant to S.B. 1368 of the 83rd Texas Legislature, Regular Session, Vendor is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

2) Each State government entity should supplement the provision set forth in Subsection 1, above, with the additional terms agreed upon by the parties regarding the specific format by which the Vendor is required to make the information accessible by the public.

W. Vendor Reporting Requirements

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109 as added by HB 2539 of the 83rd Texas Legislature, Regular Session, requiring computer technicians to report images of child pornography.

11. Contract Enforcement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED TO A, B2, 5-7

A. Enforcement of Contract and Dispute Resolution

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor and DIR agree to the following: (i) a party’s failure to require strict performance of any provision of the Contract shall not waive or diminish that party’s right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, and (iii) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

2) Disputes arising between a Customer and the Vendor shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing.

3) State agencies are required by rule (34 TAC §20.115) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over $25,000.

B. Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR 2, 5-7

1) Termination for Non-Appropriation

a) Termination for Non-Appropriation by Customer

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.
b) Termination for Non-Appropriation by DIR

DIR may terminate Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

2) Absolute Right

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration; or (iii) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 12.A, Notices, of intent to terminate.

3) Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days written notice. A Customer may terminate a Purchase Order or other contractual document or relationship by giving the other party thirty (30) calendar days written notice.

4) Termination for Cause

a) Contract

Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

b) Purchase Order

Customer or Order Fulfiller may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship in accordance with Section 4.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, in an attempt to resolve a dispute;
Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party ten (10) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Vendor fails to comply with confidentiality, privacy, security requirements, environmental or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

5) Immediate Termination or Suspension  
**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

DIR may immediately suspend or terminate this Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Vendor or Order Fulfiller (whether or not such potential violations directly impact the provision of goods or services under this Contract). In such case, the Vendor or Order Fulfiller may be held ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to vendor within five (5) business days after imposing the suspension or termination. Vendor may provide a response and request an opportunity to present its position. DIR or Customer will review vendor presentation, but is under no obligation to provide formal response.

6) Customer Rights Under Termination  
**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and the Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract for its then effective term.

7) Vendor or Order Fulfiller Rights Under Termination  
**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

In the event a Purchase Order expires or is terminated, a Customer shall pay: 1) all amounts due for products or services ordered prior to the effective termination date and ultimately accepted, and 2) any applicable early termination fees agreed to in such Purchase Order.

C. Force Majeure  
DIR, Customer, or Order Fulfiller may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party’s control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.
12. **Notification**  
*Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED*  

**A. Notices**  
All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in Section 6 of the Contract or to such other address as such party shall have notified the other party in writing.

**B. Handling of Written Complaints**  
In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

- Public Information Office  
- Department of Information Resources  
- Attn: Public Information Officer  
- 300 W. 15th Street, Suite 1300  
- Austin, Texas 78701  
- (512) 475-4759, facsimile

13. **Captions**  
*Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED*  
The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.
AGENDA CAPTION:
Consider approval of Resolution 2018-83R, granting an easement to Pedernales Electric Cooperative, Inc. for the installation of Electric Utility Facilities to serve the San Marcos Regional Airport; authorizing the City Manager to execute the easement on behalf of the City; and declaring an effective date.

Meeting date: May 29, 2018

Department: Engineering and Capital Improvements

Amount & Source of Funding
Funds Required: $0.00
Account Number: Click or tap here to enter text.
Funds Available: Click or tap here to enter text.
Account Name: Click or tap here to enter text.

Fiscal Note:
Prior Council Action: None

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

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

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

**Background Information:**
This resolution authorizes the conveyance of a 10 ft. wide underground utility easement on City property to the Pedernales Electric Cooperative (PEC), Inc. in exchange for a power feed to future hanger developments in the north side development area. This includes a new hanger currently in design and due for construction scheduled for late summer 2018.

The easement will be at no cost to the City. This resolution approves the donation of the easement to PEC.

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

**Alternatives:**
Click or tap here to enter text.

**Recommendation:**
Staff recommend approval of this resolution
RESOLUTION NO. 2018- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS GRANTING AN EASEMENT TO PEDERNALES ELECTRIC COOPERATIVE, INC. FOR THE INSTALLATION OF ELECTRIC UTILITY FACILITIES TO SERVE THE SAN MARCOS REGIONAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE EASEMENT ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The attached Utility Easement to Pedernales Electric Cooperative, Inc. for the installation of electric utility facilities to serve the San Marcos Regional Airport is hereby approved.

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

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

ADOPTED on May 29, 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
UTILITY EASEMENT
(Underground)

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

That ___________________________, by
and through ___________________________, in the capacity of ___________________________, and
not individually, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of
ONE DOLLAR ($1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC. an
easement and right-of-way as herein described for the purpose of an underground electric distribution
system consisting of a variable number of underground cables and all necessary or desirable
appurtenances (including conduits, primary cables, secondary conductors, enclosures, concrete pads,
ground rods, ground clamps, transformers, cable terminators, cable riser shields, cutouts, and lightning
arrestors overground) at or near the general course which shall become fixed at the location of cables
buried by Pedernales Electric Cooperative, Inc. through, across, and under the following described
lands located in ___________________________ County, Texas, to wit:

Being _______ acres of land, more or less, out of the ___________________________ Survey,
Abstract No. __________, in ___________________________ County, Texas, as described on
Instrument Number ___________________________, in the Official Property Records of
_________________________ County, Texas.

Location of right-of-way and easement hereby conveyed shall be a strip of land ten (10) feet in width
centered on the utility line(s) and associated facilities as is described in attached Exhibit "A".

Together with the right of ingress and egress over Grantor’s adjacent lands to or from said right-of-way
for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on,
maintaining and removing said lines and appurtenances; the right to relocate within the limits of said
right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions
which endanger or may interfere with the efficiency of said lines or their appurtenances.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric
Cooperative, Inc. and their successors and assigns, until said easement and rights shall be relinquished.

Grantor, Grantor’s heirs, and legal representatives do hereby bind themselves to warrant and forever
defend all and singular the above described easement and rights unto Pedernales Electric Cooperative,
Inc. their successors and assigns, against every person whomsoever lawfully claiming or to claim the
same or any part thereof:

WITNESS my hand this _______ day of ___________________________, 20_____.

(Printed Corporate or Business Name)

By: ___________________________

(Printed General Partner or Manager Name)

(Signature)

(NOTARIZE ON BACK)

(OH - ACREAGE WITH BUSINESS OR CORPORATE OWNERS)
THE STATE OF TEXAS
COUNTY OF ____________

BEFORE ME, the undersigned authority, on this day personally appeared

_________________________ , acting on behalf of ____________________________
(Printed Name) (Printed Corporate or Business Name)

and known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same on behalf of said Business or Corporation for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of

__________________________, 20____.

Notary Public in and for
The State of Texas

Please Return to:

Pedernales Electric Cooperative, Inc.
Kyle Planning Department
PO Box 100
Kyle, Texas 78640

(OH - ACREAGE WITH BUSINESS OR CORPORATE OWNERS)
Pedernales Electric Cooperative
EASEMENT EXHIBIT "A"

10' WIDE UNDERGROUND ELECTRIC EASEMENT
AGENDA CAPTION:
Consider approval of Resolution 2018-84R, approving the Interlocal Contract with the Texas Department of Information Resources (“DIR”) so that the City may participate in DIRS Cooperative Purchase Program; authorizing the City Manager or his designee to execute the appropriate purchase documents on behalf of the City and declaring an effective date.

Meeting date: May 29, 2018

Department: Finance Department - Heather Hurlbert, Director (By Lynda Williams, Purchasing Manager)

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

Fiscal Note:
Prior Council Action: Click or tap here to enter text.

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

Comprehensive Plan Element(s): [Please select the Plan element(s) and Goal # from dropdown menu below]
☐ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☐ Land Use - Choose an item.
☐ Neighborhoods & Housing - Choose an item.
☐ Parks, Public Spaces & Facilities - Choose an item.
☐ Transportation - Choose an item.
☐ Not Applicable
Background Information:
The City is authorized by the “Texas Interlocal Cooperation Act”, Texas Government Code, Chapter 791, to participate in cooperative purchasing programs and therefore purchase through the Texas Department of Information Resources (DIR). By joining DIR, the City will have access to purchase goods and services off of contracts that have been previously competitively bid by DIR. There is no cost to the City to join this cooperative.

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

Alternatives:
Click or tap here to enter text.

Recommendation:
Click or tap here to enter text.
RESOLUTION 2018- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING THE INTERLOCAL CONTRACT WITH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES (“DIR”) SO THAT THE CITY MAY PARTICIPATE IN DIR’S COOPERATIVE PURCHASE PROGRAM; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE APPROPRIATE PURCHASE 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 proposed interlocal contract with the Texas Department of Information Resources (“DIR”) so that the City may participate in DIR’s cooperative purchase program is approved.

PART 2. The City Manager or his designee is authorized to execute the appropriate purchase 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 29th day of May 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
INTERLOCAL COOPERATION CONTRACT
for Information Resources Technologies

THIS INTERLOCAL COOPERATION CONTRACT is entered into by and between
City of San Marcos 630 E. Hopkins, San Marcos, TX 78666, with its principal place of business at
and the STATE OF TEXAS, acting by
and through the DEPARTMENT OF INFORMATION RESOURCES, 300 West 15th Street, Suite 1300, Austin, Texas 78701, pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791 for Texas based Customers and Section 2054.0565, Texas Government Code, for out of state Customers.

I. STATEMENT OF PURPOSE:

The purpose of this Interlocal Cooperation Contract (Contract) is to allow DIR Customer to purchase information resources technologies through DIR Contracts.

II. CONSIDERATION:

a. Per the Interlocal Cooperation Act, Texas Government Code, § 791.025, or other applicable law, the DIR Customer satisfies the requirement to seek competitive bids for the purchase of goods and/or services.

b. DIR agrees to allow DIR Customer to procure information resources technologies through existing Vendor contracts and Vendor contracts that DIR may enter into during the term of this interlocal cooperation contract, in accordance with specifications submitted through purchase orders from Customer. All DIR Vendor contracts shall be made available to the DIR Customer via the DIR Internet web site. DIR Customers utilizing the Cooperative Contracts shall issue a Purchase Order directly to the relevant Vendor. DIR Customers utilizing a DIR Contract for which DIR is the fiscal agent, the DIR Customer’s Purchase Order shall be issued to DIR.

c. DIR Customer agrees to notify DIR of any substantial problems in quality or service in relations with a vendor under a DIR vendor contract.

III. PAYMENT FOR GOODS AND SERVICES:

a. DIR Customer shall comply with Chapter 2251, Texas Government Code, or applicable local law, in making payments to the Vendor. Payment under a DIR Contract shall not foreclose the right to recover wrongful payments.

b. Payments must be made in accordance with laws and procedures applicable to DIR Customer.

c. DIR Customer agrees to pay the rates and/or prices set by DIR with its vendors. DIR Customer understands these rates and/or prices include a DIR administrative fee.

d. All purchases executed under a DIR Contract will require a DIR Customer purchase order.

IV. TERM OF CONTRACT:

This Interlocal Cooperation Contract shall begin when fully executed by both parties and shall continue automatically renew unless either party gives thirty (30) days prior written notice of non-renewal.
Either party, upon written notice, may terminate this contract on thirty (30) days advance written notice. Customers shall pay for all goods and services received through the effective date of termination.

V. GOVERNING LAW AND OTHER REPRESENTATIONS:

DIR Customer:

[✓] Unit of Texas Local Government hereby certifying that it has statutory authority to perform its duties hereunder pursuant to Chapter 271, Texas Local Government Code.

[ ] Non-Texas State agency or unit of local government of another state hereby certifying that it has statutory authority to enter into this Interlocal Agreement and perform its duties hereunder pursuant to ________________________________.

VI. CERTIFYING FUNCTION:

Department of Information Resources acting as the owner of the DIR Contracts hereby certifies the eligibility of the DIR Customer to use the DIR Contracts.

VII. TERMS AND CONDITIONS FOR OUT OF STATE DIR CUSTOMERS:

SELECTIONS PER THE GOVERNING LAW OF THE OUT OF STATE DIR CUSTOMER:

1. In any issue concerning this Interlocal Contract, or the DIR Contracts, in which DIR is involved shall be governed by the law of the State of Texas, excluding the conflict of law provisions.
2. Exclusive Venue for any litigation whatsoever involving DIR is the state district court of Travis County, Texas.
3. DIR Customer’s use of the DIR Contracts shall be governed by the law of the State of Texas, excluding the conflicts of law provisions.
4. Exclusive Venue for litigation arising between DIR Customer and Vendor from use of the DIR Contracts is Hays County, Texas.
5. The following dispute resolution procedures shall be used to resolve disputes arising from use of the DIR Contracts: Parties shall attempt to mediate any dispute with a mutually approved mediator before any other action is taken.

VIII. Notification

All notices under this Interlocal Contract shall be sent to a party at the respective address indicated below.

DIR Customer: Bert Lumbreras
Contact Name: City of San Marcos
Customer Name: Address: 630 E Hopkins
City, State, Zip Code: San Marcos, TX 78666
Phone Number: (512) 393-8103
Facsimile: (855) 697-4658
Email: blumbreras@sanmarcostx.gov

This Interlocal Cooperation Contract is executed to be effective as of the date of the last party to sign.
City of San Marcos
______________________________

Authorized By: ______________________
Name: Bert Lumbreras
Title: City Manager
Date: ____________________________

THE STATE OF TEXAS, acting by and through the DEPARTMENT OF INFORMATION RESOURCES

Authorized By: ______________________
Name: Hershel Becker
Title: Chief Procurement Officer
Date: ____________________________
Office of General Counsel: ________________
AGENDA CAPTION:
Discuss and consider appointments to the following Council Committees and the GSMP Board of Directors to fill a vacancy, and provide direction to Staff:

a) Joint Partnership Committee of the City Council, Hays County Commissioners, and San Marcos Consolidated Independent School District Board of Trustees (2 Council Members)
b) Transit Committee (3 Council Members)
c) Workforce Housing Committee (3 Council Members)
d) Rental Registration Council Committee (3 Council Members)
e) Greater San Marcos Partnership (GSMP) Board of Directors (1 Council Member to fill vacancy)
f) Student Housing Committee (1 Council Member to fill vacancy)

Meeting date: May 29, 2018

Department: City Clerk’s Office

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

Fiscal Note:
Prior Council Action: Click or tap here to enter text.

City Council Strategic Initiative: [Please select from the dropdown menu below]
Community Partners
Workforce Housing
Public Transit

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

☐ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
Master Plan: [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]
Choose an item.

Background Information:
The City Council previously directed for the above committees to come back for appointment.

Council Committee, Board/Commission Action:
N/A

Alternatives:
N/A

Recommendation:
N/A
Council Member Board/Commission Membership

CAMPO – Transportation Policy Board
- Mayor John Thomaides
- Council Member Jane Hughson (Alternate Member)
- Mayor Pro Tem Lisa Prewitt (Alternate Member)

CAPCOG Clean Air Coalition
- Council Member Jane Hughson - term will expire December 31, 2019

CAPCOG Executive Committee
- Council Member Hughson - serve one-year terms, beginning on the date they are elected and expiring on December 31. An Executive Committee member whose term expires continues to serve until his or her successor is elected.

CAPCOG General Assembly
- Mayor Pro Tem Lisa Prewitt – serves for the duration of her elected office
- Council Member Jane Hughson – serves for the duration of her elected office
- Jamie Lee Case – 2 year term expires 12/31/19 or until replaced

CARTS Board of Directors
- Mayor Pro Tem Lisa Prewitt – 2 year term expires March 2019

Citizens Utility Advisory Board
- Mayor serves as non-voting, ex-officio member by Ordinance

Community Action Board – Serves until replaced
- Council Member Melissa Derrick since 3/21/2017
  - Meets monthly on the 3rd Thursday at 6pm

Convention and Visitors Bureau Board - 3 year staggered terms
- Mayor Pro Tem Lisa Prewitt – Expires 2/28/20
- Council Member Saul Gonzales – Expires 2/28/19 (to ensure staggered terms)
Economic Development San Marcos Board – 3 year term

- Council Member Gregson – Expires 2/28/21

GSMP Board of Directors – Serves until no longer in office

- Mayor - Mayor John Thomaides
- Council Member – Council Member Jane Hughson
- Council Member - **Vacant (appointing 05/15/2018)**
- City Manager – Bert Lumbreras (appointing 08/07/2018)
- EDSM Representative (appointing 08/07/2018)
- Board Member designated by Airport Commission (appointing 08/07/2018)

Alliance Regional Water Authority (Formerly HCPUA)

- The City of San Marcos holds 5 positions on the Board of Directors of the Hays Caldwell Public Utility Agency.

<table>
<thead>
<tr>
<th>Board Position</th>
<th>Appointee</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Deputy Mayor Pro Tem Gregson</td>
</tr>
<tr>
<td>6</td>
<td>Council Member Jane Hughson</td>
</tr>
<tr>
<td>7</td>
<td>Jon Clack</td>
</tr>
<tr>
<td>8</td>
<td>Steve Parker</td>
</tr>
<tr>
<td>9</td>
<td>Tom Taggart</td>
</tr>
</tbody>
</table>

Hays Central Appraisal District – 2 year term starting Jan. 1 of even numbered years

- Council Member Jane Hughson – 01/01/2020

Main Street Board – 3 year term

- Mayor Pro Tem Lisa Prewitt – term expires 2/28/20

San Marcos Commission on Children and Youth

- Council Member Melissa Derrick – Term expires 02/28/2019

San Marcos Chamber of Commerce Board of Directors

- Mayor John Thomaides, ex-officio member
TIRZ #4 Board – Kissing Tree

- #1 Steve Parker, Chair 2 year term, August 2016
- #2 Scott Gregson, 1 year term, August 2017
- #3 John Thomaides, 2 year term, August 2016
- #4 Laurie Moyer, 1 year term, August 2017
- #5 Shawn Cranston, 2 year term, August 2016
- #6 Jane Hughson, 1 year term, August 2017
- Hays County Commissioner Lon Shell
- State House Rep. Jason Isaac or designee
- State Senator Donna Campbell or designee

TIRZ #5 Board – Downtown

- Position 1 (Chair) – Steve Parker (2 year term), Expired September 30, 2017
- Position 2 - Council Member John Thomaides (1 year term), Expires September 30, 2018
- Position 3- Commissioner Debbie Ingalsbe (2 year term), Expired September 30, 2017
- Position 4 - Commissioner Lon Shell (1 year term), Expires September 30, 2018
- Position 5 – John McGlothlin (2 year term), Expired September 30, 2017

Active Subcommittees

Workforce Housing Committee (previously Affordable Housing) – Mayor Thomaides, Deputy Mayor Pro Tem Prewitt, Council Member Derrick (confirming 05/15/2018)

Student Housing Committee – Council Member Hughson, Council Member Derrick, vacant (Mayor Thomaides resigned) (appointing 05/15/2018)

CUP Committee – Council Member Hughson, Deputy Mayor Pro Tem Gregson, Council Member Gonzales

Finance & Audit Committee – Mayor Thomaides, Mayor Pro Tem Prewitt, Deputy Mayor Pro Tem Gregson

Joint Partnership Committee of CC, Hays Co. Commissioners, SMCISD Board of Trustees - (appointing 05/15/2018 – 2 council members)

Transit Committee - (appointing 05/15/2018 – 3 council members)

Rental Registration Council Committee – (appointing 05/15/2018 – 3 council members)
AGENDA CAPTION:
Hold discussion regarding City Council’s participation in the Cultural Arts District Designation efforts, and provide direction to the City Manager.
Meeting date: May 15, 2018

Department: City Manager’s Office

Amount & Source of Funding
Funds Required: n/a
Account Number: n/a
Funds Available: n/a
Account Name: n/a

Fiscal Note:

Prior Council Action: Click or tap here to enter text.

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

Comprehensive Plan Element(s): [Please select the Plan element(s) and Goal # from dropdown menu below]
☒ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☐ Land Use - Choose an item.
☐ Neighborhoods & Housing - Choose an item.
☒ Parks, Public Spaces & Facilities - Vibrant Arts district & robust arts and cultural opportunities for everyone
☐ Transportation - Choose an item.
☐ Not Applicable

Master Plan: [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]
Vision San Marcos - A River Runs Through Us
Background Information:
During the May 1, 2018 Cultural District Designation work session, Council provided direction to staff to place this item on the May 15, 2018 agenda to discuss the City Council’s participation in the Cultural District Designation efforts.

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

Alternatives:
Click or tap here to enter text.

Recommendation:
Click or tap here to enter text.
AGENDA CAPTION:
Receive an update on CAMPO Regional Arterials Study and Craddock Extension and provide additional information as requested.
Meeting date: May 29, 2018

Department: Engineering & CIP

Amount & Source of Funding
Funds Required: NA
Account Number: NA
Funds Available: NA
Account Name: NA

Fiscal Note:

Prior Council Action: Click or tap here to enter text.

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

Comprehensive Plan Element(s): [Please select the Plan element(s) and Goal # from dropdown menu below]
☐ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☒ Land Use - High Density Mixed Use Dev. & Infrastructure in the Activity Nodes & Intesity Zones (supporting walkability and integrated transit corridors)
☐ Neighborhoods & Housing - Choose an item.
☐ Parks, Public Spaces & Facilities - Choose an item.
☒ Transportation - Multimodal transportaion network to improve accessibility and mobility, minimize congestion and reduce pollution
☐ Not Applicable
Master Plan: [Please select the corresponding Master Plan from the dropdown menu below (if applicable)] Transportation Master Plan

Background Information:
On Tuesday, May 15, 2018, City staff presented Transportation Master Plan update during the regular Council Meeting. City Council directed staff to provide an update on the CAMPO Regional Arterials Study and how it will impact the inclusion/removal of proposed Craddock Extension; to provide more information on the impacts of excluding/including Craddock Extension from Thoroughfare Plan before it can be adopted. In addition, City Council instructed staff to provide Craddock Extension survey comments as well as rationale for incorporating downtown bike infrastructure.

Staff met on May 22nd with Ashby Johnson, Executive Director, and Kelly Porter, Regional Planning Manager, on the question of removing the Craddock Extension from the City’s Thoroughfare Plan. Their recommendation was to not remove the connection at this point and allow the Regional Arterials Plan to provide better information on the regional demand and constraints of the current and proposed roadway network. Their concerns regarding removal at this time were increased congestion in the City core/downtown and safety/evacuation alternatives through the loss of future connectivity options.

The Regional Arterial Plan is just completing its existing conditions analysis and there has been good public survey input from the 78666 area code. As of May 22nd there had been a total of 147 survey responses from participants that either live or commute to the San Marcos area zip code. Ninety-four (94) of those respondents indicated they lived in the 78666 zip code. The schedule for completion of the Plan is Spring 2019 with a draft plan complete late this year.

Hays County is also scheduled to begin an update to their Thoroughfare Plan to coordinate with the Regional Arterials Study. A coordinated plan looking at both the Craddock Extension and Centerpoint Loop would provide both entities an understanding of impacts to both City and County residents.

Regarding incorporating bike infrastructure downtown, the primary factor was based on the downtown modeling we did as part of this project. The downtown modeling and parking study identified E2 as a preferred scenario. These bicycle facilities were selected to provide a primary north/south and east/west connection with protected bike facilities and adjacent roadways that complement those routes. The selection included a review of traffic operations, parking, and ROW. That scenario showed the following recommendations:

- Hopkins - protected bicycle facilities
- Guadalupe - protected bicycle facilities
- LBJ - sharrows
- Hutchinson - sharrows
- San Antonio - sharrows
- MLK - buffered bike lanes
  - CM Allen Pkwy buffered bike lanes aligned with the construction project
  - Comanche - Rohit and Will identified the need for buffered bike lanes from downtown through campus
  - Cheatham - Rohit and Will identified the need for buffered bike lanes

Hopkins St - east of downtown - Shared Use Path was recommended based on the required cross-section selection and the fact that the roadway travels through several City parks on the way to intensity zones.

Attached are the comments received from the TMP meeting and on-line survey held in October 2017.

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

**Alternatives:**
NA

**Recommendation:**
NA
CRADDOCK EXTENSION

- Has been in Thoroughfare Plan since 2004
- Preliminary corridor study completed in 2009
- Included in Vision San Marcos Comprehensive Plan
- Proposed Conservation Boulevard
Land Use – Transportation Connection

Conservation Corridor

**Purpose**
Advancing Regional Mobility while preserving and protecting sensitive environmental regions, existing natural vegetation and scenic beauty.

**Code SMTx Requirements**
- Setbacks 350’ min
- Limited to no Access Rights
- Requirements for the preservation of existing landscaping and grades
- Limited Building Types to include single family and general commercial only (where zoning allows)
- Limited to Monument Signs

Diagram showing a conservation corridor with a highway, native vegetation, parking, and building.
Craddock Extension

- Provides needed connectivity in northwest San Marcos
- Allows vehicles to bypass Downtown San Marcos to travel to IH 35 North
- Provides additional transportation capacity
- Reduces congestion through downtown San Marcos
Craddock Extension

Traffic Increase Without Extension

<table>
<thead>
<tr>
<th>Location</th>
<th>Vehicles Daily 2017</th>
<th>Vehicles Daily 2035 Daily</th>
<th>Vehicles Daily 2035 Daily w/o Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sessom Dr</td>
<td>0</td>
<td>8,000</td>
<td>78%</td>
</tr>
<tr>
<td>Old RR 12</td>
<td>12,000</td>
<td>25,000</td>
<td>32%</td>
</tr>
<tr>
<td>Wonder World Dr</td>
<td>20,000</td>
<td>30,000</td>
<td>15%</td>
</tr>
<tr>
<td>Hopkins St</td>
<td>28,000</td>
<td>35,000</td>
<td>18%</td>
</tr>
<tr>
<td>Aquarena Springs</td>
<td>35,000</td>
<td>42,000</td>
<td>22%</td>
</tr>
</tbody>
</table>
Current Condition of Impacted City Streets:

- **Old Ranch Road 12** – 2010 LOS “D/E”
- **Hopkins Street** – 2010 LOS “F”
- **Aquarena Springs** – 2010 LOS “F”
## Intersection Performance

### 2035 No Build Level of Service

<table>
<thead>
<tr>
<th>Signalized</th>
<th>AM Peak</th>
<th>PM Peak</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aquarena Springs Drive @</td>
<td>E</td>
<td>F</td>
</tr>
<tr>
<td>Charles Austin Drive</td>
<td>F</td>
<td>F</td>
</tr>
<tr>
<td>Sessom Drive</td>
<td>F</td>
<td>F</td>
</tr>
<tr>
<td>SH 123 @</td>
<td>F</td>
<td>F</td>
</tr>
<tr>
<td>Broadway Street</td>
<td>F</td>
<td>D</td>
</tr>
<tr>
<td>Old Bastrop Highway</td>
<td>F</td>
<td>E</td>
</tr>
<tr>
<td>FM 110</td>
<td>F</td>
<td>F</td>
</tr>
<tr>
<td>Bishop Street</td>
<td>C</td>
<td>F</td>
</tr>
<tr>
<td>Moore Street</td>
<td>D</td>
<td>F</td>
</tr>
<tr>
<td>LBJ Street</td>
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<td>E</td>
</tr>
<tr>
<td>Guadalupe Street</td>
<td>F</td>
<td>F</td>
</tr>
<tr>
<td>Wonder World Drive @</td>
<td>D</td>
<td>D</td>
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<tr>
<td>IH 35</td>
<td>F</td>
<td>F</td>
</tr>
<tr>
<td>McCarty Lane @</td>
<td>D</td>
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<td>IH 35 S8 Frontage</td>
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<tr>
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<tr>
<td>Loop 80 @ Clarewood Drive</td>
<td>A</td>
<td>F</td>
</tr>
<tr>
<td>SH 21 @ SH 80</td>
<td>E</td>
<td>D</td>
</tr>
<tr>
<td>Old RR 12 @ Holland Street</td>
<td>E</td>
<td>F</td>
</tr>
<tr>
<td>N LBJ @ Sessom Street</td>
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### Year 2015 Level of Service

<table>
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<th>Signalized</th>
<th>AM Peak</th>
<th>PM Peak</th>
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<tr>
<td>Charles Austin Drive</td>
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</tr>
<tr>
<td>Sessom Drive</td>
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<tr>
<td>SH 123 @</td>
<td>C</td>
<td>B</td>
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<td>Broadway Street</td>
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<tr>
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<td>C</td>
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<tr>
<td>SH 21 @ SH 80</td>
<td>B</td>
<td>C</td>
</tr>
<tr>
<td>Old RR 12 @ Holland Street</td>
<td>B</td>
<td>C</td>
</tr>
</tbody>
</table>
Public Comments: Craddock Extension

- Pollution of Sink Creek, San Marcos River & Spring Lake
- Feasibility of alignment
- Build NW Loop instead
CAMPO RESPONSE: Removal of Craddock Extension

- Did not recommend removal from the plan
- Reduces future congestion through City core
- Provides alternate access in case of disaster
- Arterials Study will evaluate
Staff Recommendation/Next Steps

• Maintain Craddock Extension in Thoroughfare Plan
• Commitment to fully evaluate alternatives and address concerns
• Work with Hays County/CAMPO
• Send Transportation Master Plan through Code SMTx process for approval
• Approval back to Council in Fall
Sarah:

Thanks for the email. I am glad that you see improvement in the plan. This TMP is definitely reflective of a transitional process. There are areas of the plan that I think will change in the next update in scheduled in 2022. I see continued evolution with transit and modal shift, in the cross sections and in the refinement of modeling. I think as we work in these areas there will be changes to the Thoroughfare Plan, particularly with environmental constraints.

At this point there will not be any more public meetings on the TMP. We anticipate a presentation to City Council and approval of the plan at either the 2nd meeting in May or the 1st meeting in June. We are participating in the CAMPO Regional Arterials Plan, especially in looking at traffic growth outside of San Marcos and how we need to handle it. We also are recommended for $1M in funding from CAMPO for some additional corridor studies (SH 21, SH 80, Hopkins, Guadalupe, SH 123) and there will be public input during that process.

Several months ago you sent questions/comments on the TMP that we never responded to. I have attached those emails with responses.

I am also sorry that we missed the Vision Zero meeting. Rohit is familiar with the initiative and I have looked through the web page. We'll look into it more closely. We are already embracing design with a more holistic viewpoint. An example is the Old RR project between Craddock and Holland. The current posted speed is 40MPH with 43MPH as the 85% based upon a recent speed study. We have designed the road for a 35MPH speed limit to hopefully aid in speed reduction. Not something that always happens.
Hi Laurie,

As you know, I have been following the transportation master plan process and saw that the final 2018 draft was posted to the project website in the past few weeks, which looks awesome - light-years ahead of the 2004 TMP! I didn't see an update about what steps are next in the process, though, so I just wanted to see if you had information on what that looks like - is it going straight to City Council for review and adoption next or are there going to be any other public sessions about the final draft document? John David and I held a group discussion about the draft maps in the fall with others in the community interested in the TMP and I know that group at least would be interested if there were any opportunities for an informational Q&A on the final report, etc.

Thank you in advance!

Sarah Simpson, RA, LEED GA
Principal Architect | Colorspace Architecture & Urban Design
407 S. Stagecoach Trail, Ste 203, San Marcos, TX 78666 | 512.395.5038
www.color-space.com | @color.space

CAUTION: This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email.
My responses are in highlighted text (red).

To the San Marcos Engineering and Capital Improvements Department:

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**Overall Plan Commentary**
1. The proposed maps show a void of protected and/or buffered bike lane routes between downtown and throughout the entire southwest side of town, where many residents currently live and would benefit the most. This is an imbalance compared to the rest of the plan which shows a swatch of protected lanes cutting across rural undeveloped lands on the south east side of town (useful for planning purposes but not a near term priority).

I would recommend prioritizing a network of streets through this area of town to have dedicated bike lanes, including Hopkins, San Antonio, Bishop, Craddock, Stagecoach to MLK, LBJ and CM Allen Parkway. For instance, protected bike lanes on Hopkins would slow down traffic - a constant complaint on this road because lane widths are currently exceedingly large - and most importantly, would connect City Park with Purgatory Park, arguably the city's best park assets. The screenshot below shows red lines drawn on a suggested network of protected bike lanes in the southwest sector of town, all of which have very wide travel lanes that could be simply restriped in many instances to include bike lanes while also calming traffic and increasing safety.
Bike infrastructure plan was developed while considering several factors including, future traffic volumes, adjacent land use, existing/proposed bike traffic demand, ROW requirements etc. Confined ROW and future traffic volumes along Hopkins Street, Old RR 12, LBJ north of Sessom Dr and Bishop Street doesn’t allow the City to construct protected bike lanes. However protected bike lanes can be provided on MLK. The City is currently developing a plan to provide buffered bike lanes on LBJ and Guadalupe Street.

2. In reviewing the open house presentation, the TMP cross sections for inner city streets (boulevards through residential streets) list lane widths that do not align with the street types in CodeSMTX or current planning policy surrounding vehicular movement in cities, which is to slow cars down to encourage safer streets for not only other cars but pedestrians and bikers. 11’ lane widths and greater have been found to cause greater crash rates and higher impact speeds and the National Association of Transportation Officials (NACTO) states that 10' lane widths are appropriate in urban areas (versus the 11’ - 13’ lane widths that have historically been used in cities and are currently listed on the TMP cross-sections presentation, screen shot below). 10' lane widths have a positive impact on the safety of streets for other cars as well as pedestrians and bikers, particularly when speeds are 35 mph and below. I strongly encourage the City to revise these proposed cross sections to reflect the goals of walkability embedded in CodeSMTX as well as make San Marcos a safer place for all modes of traffic.

Link to NACTO's informational site on lane widths and safety: [https://nacto.org/publication/urban-street-design-guide/street-design-elements/lane-width/](https://nacto.org/publication/urban-street-design-guide/street-design-elements/lane-width/)

<table>
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<th>Roadway Classification</th>
<th>No. of Lanes</th>
<th>Anticipated Daily Traffic Volumes</th>
<th>Target Speed, mph</th>
<th>Lane Widths</th>
<th>On-Street Parking</th>
<th>Median Right-of-Way</th>
<th>Bike Facility Type</th>
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<td>50 - 70'</td>
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<td>No</td>
<td>20 - 24'</td>
<td>N/A</td>
<td>-</td>
</tr>
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</table>

11’ minimum lane widths were proposed after having in-depth discussions with other City departments such as police, fire and emergency management. Initially narrower lane widths were proposed, however the minimum width was revised to accommodate fire truck and other emergency management services.

**South End Specific Commentary**

3. In the South End, I do not recommend placing an avenue along Purgatory creek, which includes more sensitive riparian areas that flow to the San Marcos river. The southeastern part of the route appears to go through an existing detention area, as well. Emphasizing the cross connection between Gravel road and Dutton Drive takes away from the prioritization and importance of the Stagecoach Trail to MLK connection. The new CodeSMTX would allow for a more defined road network that is sensitive to the site constraints and any Gravel street connection would be better indicated as a pedestrian and cycling trail crossing - not a vehicular...
The proposed thoroughfares/connections were developed based on the traffic demand model results. A new roadway/connection was proposed where capacity of an existing roadway exceeded the traffic demand. In order to mitigate congestion in future another route was proposed such as gravel road extension to Dutton drive. It will relieve traffic congestion on Hopkins and San Antonio Street in future.

4. Similar to the comment above, I do not recommend placing an avenue extension across the rail road tracks between Dutton Drive, Bintu Road and Kingwood Street. This would require significant infrastructure investment since it would require traversing both Willow Springs Creek, as well as a railroad and does not feel necessary, particularly because the uses on I-35 are more industrial in nature. I would suggest placing a less-intensive pedestrian and cycling connection across the street and railroad tracks instead which would connect to a street (not an avenue) between Bintu and Kingwood. This would allow for low-intensity foot traffic between the pockets of single-family uses and the South End area while connecting the neighborhood between the railroad tracks and I-35. Screenshot of this suggestion below.
Same as response above, these connections were proposed based on the traffic demand model results. The alignment of these proposed roadways will be evaluated in future.

Thanks,

Rohit Vij, M.Sc., P.E., PMP
Senior Engineer | Capital Improvements/Engineering | City of San Marcos
630 E Hopkins | San Marcos, TX 78666
(512) 393-8133 W | RVij@sanmarcostx.gov

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4. Similar to the comment above, I do not recommend placing an avenue extension across the rail road tracks between Dutton Drive, Bintu Road and Kingwood Street. This would require significant infrastructure investment since it would require traversing both Willow Springs Creek, as well as a railroad and does not feel necessary, particularly because the uses on I-35 are more industrial in nature. I would suggest placing a less-intensive pedestrian and cycling connection across the street and railroad tracks instead which would connect to a street (not an avenue) between Bintu and Kingwood. This would allow for low-intensity foot traffic between the pockets of single-family uses and the South End area while connecting the neighborhood between the railroad tracks and I-35. Screenshot of this suggestion below.
Thank you and best,

Sarah Simpson, RA, LEED GA

Principal Architect | Colorspace
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CAUTION: This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email.
Moyer, Laurie

From: Vij, Rohit
Sent: Monday, April 16, 2018 3:27 PM
To: Moyer, Laurie
Subject: RE: SMTX Transportation Masterplan Comments

My responses are in red.

To the San Marcos Engineering Department:

Upon further review of the draft Transportation Master Plan (TMP) materials over the last two weeks, I wanted to provide the following additional comments for inclusion into the public review process. Thank you in advance for your review of these additional items.

**General Draft TMP Commentary**

- The TMP review materials would benefit from cost comparisons of current versus proposed ROW cross-section construction. Auto-lane also do not appear to cede enough width to create complete and efficient streets as in some cases ROWs are just becoming wider and costlier with more impervious cover.
  - **Recommend that cost comparisons be provided for review and that new cross-sections be accommodated within existing standard ROW widths.**
  - **Cost comparisons of existing and proposed cross-sections were not performed as part of TMP. For all existing roadways, retrofitted cross sections were developed to maintain the existing ROW.**

- It is unclear how the TMP ROW cross-sections interface with the cross-sections in Chapter 3 of CodeSMTX, why there are slight variations between the two, and why there would be a need for two different sets of standards.
  - **Recommend that the same ROW cross-sections for the TMP and CodeSMTX be used and not duplicated.**
  - **TMP and CodeSMTX cross-sections are exactly the same for major thoroughfares including Parkways, Boulevards, Avenues and Commercial Streets. CodeSMTX has developed some additional cross-sections for neighborhood streets and are not included in TMP.**

- Bus routes and stops for both CARTS and TXST are not represented on any of the plans, showing a lack of concurrent multimodal planning and making it more of a ROW master plan than a true Transportation Master Plan.
  - **Recommend adding a fourth "Public Transit Plan" map to ensure that public transportation is part of this planning effort.**
  - **TMP report specifically talks about multimodal transportation including transit in sections “Existing Conditions”, and “Recommendations”. Under existing conditions section, the report includes a map illustrating CARTS as well as Bobcat Shuttle routes. Under recommendations section, the report included a transit vision with goals, objectives, recommendations and proposed transit network map.**

- Outside of summary presentations and the three proposed plans, it does not appear that a full report has been posted for Public Review, making it difficult to understand the intent and timeline of the TMP, as well as its fulfillment of the goals of the Comprehensive Plan.
  - **Recommend revising the adoption timeline to allow for the release of a complete TMP document with a 60-day public comment period before voting on the adoption of the TMP.**
In March, 2018, the City posted the TMP report final draft online for public view. In addition to the report, thoroughfare plan, bike infrastructure plan and greenways plan was also posted online for public view.

**Thoroughfare Plan and Associated Cross Sections**

- A wide-flung network of ring roads throughout the entire ETJ (notably in the SE quadrant and the proposed NW Loop and Craddock Extension) encourage agricultural and natural land conversion to low-density sprawl. This proliferation of ETJ roads is antithetical to the concept of "compact and connected growth," and showing these roads with equal emphasis as roads within the existing City Limits on the plan conflicts with the goals of the Preferred Scenario Map embedded within the Comprehensive Plan.
  - **Recommend removing the excessive ring roads from the Thoroughfare Plan and placing emphasis instead on growth and improvements that reinforce the Preferred Scenario Map.**

- Preferred scenario map as well as intensity zones population and employment forecast were used to develop thoroughfares within and adjacent to these zones. The proposed thoroughfare plan was developed to support preferred scenario map as well as dense developments (compact and connected growth) planned within intensity zones. SE quadrant of the City is not developed, however showing these roadways on thoroughfare plan will help the City in protecting ROW; in case any development is proposed in future.
  - Several important roads that run through the existing City are currently owned by TXDOT which creates conflicts in objectives - but no distinction is noted in the TMP plans for these roads nor timeframes for the City to take over their ownership. Further, some of these core roads are noted in Capital Improvement Projects as being prioritized for "capacity enhancements" which conflict with the goals of creating Complete Streets, as well as citizen desires.
  - **Recommend distinguishing TXDOT-owned thoroughfares and outlining a plan for eventual City control; and eliminating capacity enhancement projects for roads that run through the existing city core and instead focus resources in these areas on Complete Street conversions and speed reductions for safety, liveability.**

- The City is currently working with TxDOT on transferring ownership of some of the major thoroughfares from TxDOT to the City. Capacity enhancements to these roadways are required to accommodate future traffic growth.
  - Additional cross-section comments:
    - **Recommend reducing proposed lane widths to 10’ for 35 mph and less roadways to improve safety, as well as reduce impervious cover.**
    - 10’ lane widths for roadways with 35MPH or less posted speed limit were discussed internally with all concerned departments. However, 10’ lane widths were not recommended for any cross-section due to the traffic operations and safety issues raised by concerned departments.
    - **Recommend adding cross-sections to both the TMP and CodeSMTX that incorporate stormwater biofilters / retention in ROW versus typical crowned vegetated strips.**
    - TMP cross sections are conceptual and stormwater facilities including water quality features will be considered during the preliminary/detailed design phase.

**Bike Plan**

- As noted in my previous comments, the plan lacks connected and dedicated bike lanes in large portions of the existing town. I am reemphasizing this point as these missing routes are critical for shorter, in-town commuter routes versus the plan's current focus on long-distance, regional routes and recreational shared-use trails / greenways. Studies show that dedicated bike lanes are critical to increasing bike ridership (such as this report) and particularly for women (as shown in this report).
Recommend adding dedicated and connected bike lane routes through existing neighborhoods throughout town, such as along Bishop, Craddock, RR12, Holland, Hopkins, Hunter, MLK, LBJ, Stagecoach, River Road, Thorpe, Mill, etc.

The plan shows an over-dependence on sharrows instead of protected and/or buffered bike lanes. Sharrows do not increase safety or ridership (as noted in this report) and a review of speed/volume relationship to bike facilities per TMP presentation materials indicates a need for bike lanes on roadways with speeds of 18.5 to 35 mph.

Recommend utilizing protected bike lanes or at least buffered bike lanes on connected, dedicated bike routes to increase biker safety, awareness and ridership.

Bike infrastructure plan was developed while considering several factors including, future traffic volumes, adjacent land use, existing/proposed bike traffic demand, ROW requirements etc. Confined ROW and future traffic volumes along Hopkins Street, Old RR 12, LBJ north of Sessom Dr and Bishop Street doesn’t allow the City to construct protected bike lanes. However protected bike lanes can be provided on MLK. The City is currently developing a plan to provide buffered bike lanes on LBJ and Guadalupe Street.

Trails / Greenways Plan

- Inconsistent nomenclature between "trails" and "greenways" is confusing.
  - Recommend making terms consistent for clarity.
- Plan does not currently show zones of proposed natural lands to be acquired along future trail network.
  - Recommend adding a layer for proposed natural land acquisition / easements that create a robust buffer along the proposed trail network and clearly outline dedication strategies.
  - Land acquisition along trails/greenways are not finalized yet, and therefore can’t be added to greenways master plan as a layer.

Rohit Vij, M.Sc., P.E., PMP
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630 E Hopkins | San Marcos, TX 78666
512.393.8133 W | RVij@sanmarcostx.gov

Website | Facebook | Twitter | Instagram

From: Moyer, Laurie
Sent: Sunday, April 15, 2018 6:11 PM
To: Vij, Rohit <RVij@sanmarcostx.gov>
Subject: FW: SMTX Transportation Masterplan Comments

This is a different email for you to take a crack at the response. Can you complete by Tuesday?

Laurie A Moyer, P.E.
Director of Engineering and Capital Improvement | Capital Improvements/Engineering | City of San Marcos
630 E Hopkins | San Marcos, TX 78666
512.393.8132 W | lmoyer@sanmarcostx.gov
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  - It is unclear how the TMP ROW cross-sections interface with the cross-sections in Chapter 3 of CodeSMTX, why there are slight variations between the two, and why there would be a need for two different sets of standards.
  - **Recommend that the same ROW cross-sections for the TMP and CodeSMTX be used and not duplicated.**
  - Bus routes and stops for both CARTS and TXST are not represented on any of the plans, showing a lack of concurrent multimodal planning and making it more of a ROW master plan than a true Transportation Master Plan.
  - **Recommend adding a fourth "Public Transit Plan" map to ensure that public transportation is part of this planning effort.**
  - Outside of summary presentations and the three proposed plans, it does not appear that a full report has been posted for Public Review, making it difficult to understand the intent and timeline of the TMP, as well as its fulfillment of the goals of the Comprehensive Plan.
  - **Recommend revising the adoption timeline to allow for the release of a complete TMP document with a 60-day public comment period before voting on the adoption of the TMP.**

**Thoroughfare Plan and Associated Cross Sections**

- A wide-flung network of ring roads throughout the entire ETJ (notably in the SE quadrant and the proposed NW Loop and Craddock Extension) encourage agricultural and natural land conversion to low-density sprawl. This proliferation of ETJ roads is antithetical to the concept of "compact and connected growth," and showing these roads with equal emphasis as roads within the existing City Limits on the plan conflicts with the goals of the Preferred Scenario Map embedded within the Comprehensive Plan.
o **Recommend removing the excessive ring roads from the Thoroughfare Plan and placing emphasis instead on growth and improvements that reinforce the Preferred Scenario Map.**

o Several important roads that run through the existing City are currently owned by TXDOT which creates conflicts in objectives - but no distinction is noted in the TMP plans for these roads nor timeframes for the City to take over their ownership. Further, some of these core roads are noted in Capital Improvement Projects as being prioritized for "capacity enhancements" which conflict with the goals of creating Complete Streets, as well as citizen desires.

o **Recommend distinguishing TXDOT-owned thoroughfares and outlining a plan for eventual City control; and eliminating capacity enhancement projects for roads that run through the existing city core and instead focus resources in these areas on Complete Street conversions and speed reductions for safety, liveability.**

o Additional cross-section comments:
  - **Recommend reducing proposed lane widths to 10' for 35 mph and less roadways to improve safety, as well as reduce impervious cover.**
  - **Recommend adding cross-sections to both the TMP and CodeSMTX that incorporate stormwater biofilters / retention in ROW versus typical crowned vegetated strips.**

### Bike Plan

- As noted in my previous comments, the plan lacks connected and dedicated bike lanes in large portions of the existing town. I am reemphasizing this point as these missing routes are critical for shorter, in-town commuter routes versus the plan's current focus on long-distance, regional routes and recreational shared-use trails / greenways. Studies show that dedicated bike lanes are critical to increasing bike ridership ([such as this report](#)) and particularly for women ([as shown in this report](#)).

- **Recommend adding dedicated and connected bike lane routes through existing neighborhoods throughout town, such as along Bishop, Craddock, RR12, Holland, Hopkins, Hunter, MLK, LBJ, Stagecoach, River Road, Thorpe, Mill, etc.**

- The plan shows an over-dependence on sharrows instead of protected and/or buffered bike lanes. Sharrows do not increase safety or ridership ([as noted in this report](#)) and a review of speed/volume relationship to bike facilities per TMP presentation materials indicates a need for bike lanes on roadways with speeds of 18.5 to 35 mph.

- **Recommend utilizing protected bike lanes or at least buffered bike lanes on connected, dedicated bike routes to increase biker safety, awareness and ridership.**

### Trails / Greenways Plan

- Inconsistent nomenclature between "trails" and "greenways" is confusing.
  - **Recommend making terms consistent for clarity.**

- Plan does not currently show zones of proposed natural lands to be acquired along future trail network.
  - **Recommend adding a layer for proposed natural land acquisition / easements that create a robust buffer along the proposed trail network and clearly outline dedication strategies.**

The draft plans already appear to be a big improvement upon the 2004 plan - thank you all for your work on its development. It is my hope that all of the provided comments further help to better align the plan with overall goals for making San Marcos more multi-modal and its streets safer, while also directing growth and investments in a more compact and connected fashion. Please let me know if there are any questions about these items - I would be happy to provide more detail if necessary.
On Fri, Oct 27, 2017 at 10:41 AM, Sarah Simpson <ssimpson@color-space.com> wrote:

To the San Marcos Engineering and Capital Improvements Department:

I would like to provide the following four comments regarding the San Marcos Transportation Master Plan. The first two are in regards to the overall plan, while the latter focus on the South End area of the TMP.

**Overall Plan Commentary**

1. The proposed maps show a void of protected and/or buffered bike lane routes between downtown and throughout the entire southwest side of town, where many residents currently live and would benefit the most. This is an imbalance compared to the rest of the plan which shows a swatch of protected lanes cutting across rural undeveloped lands on the south east side of town (useful for planning purposes but not a near term priority).

I would recommend prioritizing a network of streets through this area of town to have dedicated bike lanes, including Hopkins, San Antonio, Bishop, Craddock, Stagecoach to MLK, LBJ and CM Allen Parkway. For instance, protected bike lanes on Hopkins would slow down traffic - a constant complaint on this road because lane widths are currently exceedingly large - and most importantly, would connect City Park with Purgatory Park, arguably the city's best park assets. The screenshot below shows red lines drawn on a suggested network of protected bike lanes in the southwest sector of town, all of which have very wide travel lanes that could be simply restriped in many instances to include bike lanes while also calming traffic and increasing safety.
2. In reviewing the open house presentation, the TMP cross sections for inner city streets (boulevards through residential streets) list lane widths that do not align with the street types in CodeSMTX or current planning policy surrounding vehicular movement in cities, which is to slow cars down to encourage safer streets for not only other cars but pedestrians and bikers. 11' lane widths and greater have been found to cause greater crash rates and higher impact speeds and the National Association of Transportation Officials (NACTO) states that 10' lane widths are appropriate in urban areas (versus the 11' - 13' lane widths that have historically been used in cities and are currently listed on the TMP cross-sections presentation, screen shot below). 10' lane widths have a positive impact on the safety of streets for other cars as well as pedestrians and bikers, particularly when speeds are 35 mph and below. **I strongly encourage the City to revise these proposed cross sections to reflect the goals of walkability embedded in CodeSMTX as well as make San Marcos a safer place for all modes of traffic.**

Link to NACTO's informational site on lane widths and safety: [https://nacto.org/publication/urban-street-design-guide/street-design-elements/lane-width/](https://nacto.org/publication/urban-street-design-guide/street-design-elements/lane-width/)
South End Specific Commentary
3. In the South End, I do not recommend placing an avenue along Purgatory creek, which includes more sensitive riparian areas that flow to the San Marcos river. The southeastern part of the route appears to go through an existing detention area, as well. Emphasizing the cross connection between Gravel road and Dutton Drive takes away from the prioritization and importance of the Stagecoach Trail to MLK connection. The new CodeSMTX would allow for a more defined road network that is sensitive to the site constraints and any Gravel street connection would be better indicated as a pedestrian and cycling trail crossing - not a vehicular thoroughfare - to indicate more sensitive traffic parallel to the creek network. Screenshot below of this suggestion below.
4. Similar to the comment above, I do not recommend placing an avenue extension across the railroad tracks between Dutton Drive, Bintu Road and Kingwood Street. This would require significant infrastructure investment since it would require traversing both Willow Springs Creek, as well as a railroad and does not feel necessary, particularly because the uses on I-35 are more industrial in nature. I would suggest placing a less-intensive pedestrian and cycling connection across the street and railroad tracks instead which would connect to a street (not an avenue) between Bintu and Kingwood. This would allow for low-intensity foot traffic between the pockets of single-family uses and the South End area while connecting the neighborhood between the railroad tracks and I-35. Screenshot of this suggestion below.
Thank you and best,

Sarah Simpson, RA, LEED GA

Principal Architect | Colorspace
407 Stagecoach Trail, Ste 203
San Marcos, TX 78666
512.395.5038
ssimpson@color-space.com | @color.space

CAUTION: This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email.
Thank you for attending the time we have been granted. North, are you sure of the time we want to be able. For the time we have been granted, she and her leadership are present here and present in the planning behind the Transportation Master Plan.

- City of San Marcos: Open Space master plan coordinated with Development Area plans, availability of open space through city-owned land.
- Land and Water Task Force: Responsible for ensuring collaborative input and feasibility of projects. Please review document background.

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- City of San Marcos: Open Space master plan coordinated with Development Area plans, availability of open space through city-owned land.
- Land and Water Task Force: Responsible for ensuring collaborative input and feasibility of projects. Please review document background.
To Whom It May Concern,

The city should not be promoting development of the recharge zone. The city master plan indicates the probability of its construction which in turn encourages development. This would be in keeping with the new city charter amendment to protect water quality in our community.

Thank you,
[Name]

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The city should not be promoting development of the recharge zone. The city master plan indicates the probability of its construction which in turn encourages development. This would be in keeping with the new city charter amendment to protect water quality in our community.

Thank you,
[Name]
I am writing to register my opposition to the Craddock extension. This area is too close to the springs and connected water features. Protecting the springs and river should be the first priority in all San Marcos development. Thank you.

Hello,

I am writing to share my comments on the draft Transportation Plan (TMP). The draft TMP map is defined, an improvement over the map shown in the 2005 TMP and the inclusion of new forms of transportation is a step in the right direction. Nonetheless, there will appear to some an increase in density based on this draft TMP map. The West Loop shown on the map represents a continuation of the East Loop, which is now known as the University Boulevard (U.4). I feel that the West Loop should have been included when the University Boulevard was extended. As it is, we have three arterial roads which cross through the area.

I believe it is important to include all arterial roads and plan accordingly. To me, this plan should be a city transportation plan, not a road plan. The City Street Plan that I am familiar with is an arterial road plan that showed these areas of arterial roads. It also showed a loop road that would pass through one of the most beautiful areas that we have left. It should be preserved for our citizens and not divided by the Windermere area from the area near the springs.

Thank you for taking these perspectives into account. I am happy to share them in more detailed comments.

I am opposed to the Craddock Extension. It will probably lead to contamination of the creek and thus to the springs and Rattlesnake cave, which have been dye tested and link directly to Spring Lake, in which the dye traces have shown without question that they are connected.

I am very much in favor of the plan for trails that is being considered. I believe that the City should provide a wide variety of trails rather than just one or two. Trails should be located throughout the City, not just in parks or areas with a lot of development. Trails should be designed and constructed to provide access to natural areas and to encourage people to use them.

For the most part, I am opposed to the proposed roadways shown on the draft plan. The West Loop is unnecessary and would create a divided area. The Craddock Extension would be a major road through the area and would create a major traffic hazard. The City should consider an alternative route for the West Loop that would be less disruptive to the area.

In my opinion the Extension should start further west. San Marcos is going to grow and a further west extension would be more appropriate. The City should consider a plan that would provide a road farther west. This seems to me to be a more appropriate plan for the City's future growth. There is a real need to provide a road farther west. This seems to me to be a more appropriate plan for the City's future growth.

Sincerely,

[Name]
Sarah
Kelsey
Dianne
Before resurfacing, I am very unhappy with the quality of this work and hope whoever did this job receives greater oversight in the future if they are ever allowed to proceed with future projects.

Improve Old RR 12 between Franklin and Holland for bicycles. Add bicycle share lane to rightmost lane or improve road for this area. The plan shows an over-dependence on sharrows instead of protected and/or buffered bike lanes. Sharrows do not increase safety, and the associated costs. Franklin was recently resurfaced. As a cyclist, I feel that the road is now worse than it was before resurfacing. I do not support the extension of Craddock to connect RR 12 to I 35.

Recommend adding dedicated and connected bike lane routes through existing neighborhoods throughout town, such as along Bishop, Craddock, RR12, Holland, Hopkins, Hunter, MLK, LBJ, Stagecoach, River Road, Thorpe, Mill, etc. Trails / greenways. Studies show that dedicated bike lanes are critical to increasing bike ridership (such as this report) and particularly for women (as shown in this report).

Recommend revising the adoption timeline to allow for the release of a complete TMP document with a 60-day public comment period before voting on the adoption of the TMP.

Recommend adding a fourth “Public Transit Plan” map to ensure that public transportation is part of this planning effort.

Bus routes and stops for both CARTS and TXST are not represented on any of the plans, showing a lack of concurrent multimodal planning and making it more of a ROW master plan than a true Transportation Master Plan.

Recommend that cost comparisons be provided for review and that new cross-sections be accommodated within existing standard ROW widths.

I do not support the extension of Craddock to connect RR 12 to I 35.

Hello, My name is Kelsey Lee. I am a graduate student in the Sustainability Studies Masters Program at Texas State. I have lived in San Marcos for five years now, and consider it my home.

How many towns in the world have a beautiful, pure river that is as integral a part of the town as our San Marcos river. In the list of the most beautiful rivers in the world, our river is in the top 10. Good roads are built, I am afraid we will look back one day with immeasurable sadness and regret at what has been lost to us.

I am very concerned about the destruction of the San Marcos river. We need to protect San Marcos river and its immediate surroundings. It is the heart and soul of our town and community. We need to make sure that the river is protected and preserved.

I really hope the city will avoid building roads near Spring Lake, sink springs and rattlesnake cave so that we may have a clear and flowing river in the future. The well-being of the river and the city depend on it.

Funneling traffic to the Craddock and RR 12 intersection will only create more congestion in an area that is already too busy. The city should prioritize the areas of concern in the town that need help, instead of adding another project to the list and spreading city resources thin.

I do not believe the risk is worth the reward in this case. I do not believe the river is at any risk from the proposed Craddock Extension. I do not believe the river is at any risk from the proposed West Loop. I do not believe the river is at any risk from the proposed Craddock Extension and West Loop location shown on the map.

Is there a need to build roads near Spring Lake, sink springs and rattlesnake cave so that we may have a clear and flowing river in the future? The well-being of the river and the city depend on it.

I do not support the extension of Craddock to connect RR 12 to I 35. I am very unhappy with the quality of this work and hope whoever did this job receives greater oversight in the future if they are ever allowed to proceed with future projects.

I do not support the extension of Craddock to connect RR 12 to I 35.
I am opposed to the idea of the Craddock Extension and am happy to provide in detail the numerous reasons for my opinion: 

1. The county is presently planning to spend $3 M raises the bridges on Lime Kiln. The City and County need to get a joint study and agree on a plan. 

2. Environmentally sensitive area. Goes below the last dam so no filtration of runoff before entering the river. 

3. My land is under a federal easement cutting through it would be difficult. I oppose the creation of a new roadway over extremely sensitive recharge and the potential for development over and near the recharge area of our aquifer needs to be removed from the Transportation Plan. The citizens of San Marcos and Wimberley need to be assured that their property values will not be affected if this roadway is built. 

4. The Craddock Extension and West Loop location shown on the plan is a representative location and can be shifted farther west based on the requirements. The final alignment will be developed during PER process with public involvement. 

5. I am aware of the proposed road and am not for it. I think the area should be left as it is. 

6. Concerns about trail plan from 5 mile dam park north to Kiwana’s Camp. Can not plan changes going through sensitive property. Tearing up and installing trail is already an enormous project. This would make it much more expensive. Please consider alternatives. 

7. Where are the studies that affirm the need for bicycle lanes? Where are the people that ride bicycles? None are sounding any alarm. 

1. Bike plan was approved by popular vote in 2014. All that is required will be analyzed at a later stage. In addition Council has approved the thoroughfare plan with Cradock and West Loop. 

2. Bike Lane & Greenways maps have confusing keys - colors are the same. BIke plan will be revised to use different colors for various facilities proposed. Sharrows were used on residential streets. 

3. Bike plan is focused upon primary corridors and local access and will not be constructed in future and at the location proposed. It only provides the opportunity to protect ROWs in case a development is proposed within the area. Whether these roadways are required will be analyzed at a later stage. 

4. Development department was key in the development of TMP plans and cross sections. CodeSMTX and TMP were provided proposed bike facilities with COSM. Once TMP plans are finalized, copies will be provided at various locations including city library. 

5. Bike plan was approved by popular vote in 2014. All that is required will be analyzed at a later stage. In addition Council has approved the thoroughfare plan with Cradock and West Loop. 

6. Bike plan will be revised to use different colors for various facilities proposed. Sharrows were used on residential streets and in situations were it is not available extra funds are requested to install multi-use traffic separators. 

7. Bike plan was approved by popular vote in 2014. All that is required will be analyzed at a later stage. In addition Council has approved the thoroughfare plan with Cradock and West Loop.
Proposed Bicycle Plan

Legend
City Features
- City Limits
- River/Creek
- Open Space
- Existing Parkland
- Texas State University
- Railroad
- Existing Trail
- Major Creek

Growth Areas
- High Intensity Zone
- Medium Intensity Zone
- Employment Area

Bicycle Facilities
Enhanced Facility
- Wide Shoulders
- Shared Use Path
- Protected Bike Lanes
- Buffered Bike Lanes
- Sharrows

Proposed Facility
- Wide Shoulders
- Shared Use Path
- Protected Bike Lanes
- Buffered Bike Lanes
- Sharrows

Bicycle facility alignments shown here are for planning purposes only.
Final bicycle facility alignment will be identified during the preliminary engineering phase.
AGENDA CAPTION:
Receive a Staff presentation and update regarding the Fiscal Year 2018-2019 Budget, and provide direction to the City Manager.

Meeting date: May 29, 2018

Department: Finance Department

Amount & Source of Funding
Funds Required: Click or tap here to enter text.
Account Number: Click or tap here to enter text.
Funds Available: Click or tap here to enter text.
Account Name: Click or tap here to enter text.

Fiscal Note:
Prior Council Action: Click or tap here to enter text.

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

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

Master Plan: [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]
Background Information:
The San Marcos City Council held a Budget Policy Workshop on February 22, 2018. On March 6, 2018, they adopted a Budget Policy Resolution which provided guidelines as to how the FY2018-19 Budget would be crafted. City Council will receive a presentation providing an update on the FY2018-19 city budget including preliminary revenue projections, cost drivers, and overall budget direction.

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

Alternatives:
Click or tap here to enter text.

Recommendation:
Click or tap here to enter text.
I. Fund Balance

- General Fund: Maintain 25% (of recurring operating expenses).
- Water/ Wastewater Fund: Maintain 25% (of recurring operating expenses).
- Drainage Utility Fund: Maintain a range of 20% (of recurring operating expenses).
- Electric Utility Fund: Minimum of the equivalent of 60 days of operating expenses including purchased power.

II. Revenue

GENERAL FUND

- Property tax rate maintained at 61.39 cents per $100 of valuation.
- Property values increased based on a conservative trend estimated at 10%.
- Explore impact of providing homestead exemption and an over 65 freeze.
- Base sales tax revenue and revenue generated by the outlet mall will not be increased from the FY18 budget. Revenue generated by Best Buy will include the City’s 25% allocation and will be increased by 4% from FY2018. These estimates will be updated as the collection trend indicates.
- Maintain City-owned utility fund franchise fee transfers to the General Fund at 8%.
- Bring forward Community Services fee adjustments based on the results of the cost of service study.
- All other revenues will be budgeted based on historical trends.
- Fees for services will be increased approximately 2.12% based on the average CPI index for the calendar year 2017.

WATER FUND

- Rate study to determine possible rate increases and structure changes.
- Citizens Utility Advisory Board will make recommendations related to rate structure and future rate adjustments.

ELECTRIC FUND

- Rate study to determine possible rate increases and structure changes. No rate adjustment anticipated.
- Citizens Utility Advisory Board will make recommendations related to rate structure and future rate adjustments.

STORMWATER MANAGEMENT FUND
Rate study underway and preliminary results and decision points will be presented to Council during budget discussions.

Proposed rates will be brought forward after the first of the calendar year for adoption.

HOTEL MOTEL FUND

Revenue budgeted based on conservative trends reflecting new hotel rooms, occupancy rate, and average room rate.

III. Expenditures

All budget requests from outside agencies must be submitted for consideration prior to May 1.

GENERAL FUND

Funding year 4 of the Meet and Confer agreement with Police and Fire with a 4.5% increase in wages.

Pursue the goal of funding 4.5% merit and cost of living increase for non-civil service employees.

Additional personnel will be evaluated through the departmental budget request process.

Estimated 5% increase in health insurance premium beginning January 1, 2019.

Base operations budgets flat. Additions to the department budgets must be requested, justified, and ranked by priority.

Fuel/Contractual Obligations/Consumer Price Index increases allowed.

Continue the annual $200,000 contribution to the economic development reserve that is shared equally between General Fund, Water Wastewater Fund, and Electric Fund. The City Manager will review the Special Economic Development Funding Policy during the budget process in order to analyze the policies and potential uses.

Continue allocation of $150,000 to fund the existing Youth Services Manager position and youth focused programs identified in the youth master plan. The City Manager will examine structure and cycle of funding.

Increase allocation for museum funding $25,000 to $100,000 with a maximum of $25,000 per participant.

Increase Social Services funding levels $50,000 to $500,000. The City Manager will examine the structure and funding cycle.

WATER/WASTEWATER FUND

Pursue the goal of funding 4.5% merit and cost of living increase for non-civil service employees.

Additional personnel will be evaluated through the departmental budget request process.

Estimated 5% increase in health insurance premium beginning January 1, 2019.
- Base operations budgets flat. Additions to the department budgets must be requested, justified, and ranked by priority.
- Fuel/Contractual Obligations/Consumer Price Index increases allowed.
- Continue the annual $200,000 contribution to the economic development reserve that is shared equally between General Fund, Water Wastewater Fund, and Electric Fund.
- Utility fund transfers to the General Fund budgeted at 8%.

**ELECTRIC UTILITY FUND**

- Pursue the goal of funding 4.5% merit and cost of living increase for non-civil service employees.
- Additional personnel will be evaluated through the departmental budget request process.
- Estimated 5% increase in health insurance premium beginning January 1, 2019.
- Base operations budgets flat. Additions to the department budgets must be requested, justified, and ranked by priority.
- Fuel/Contractual Obligations/Consumer Price Index increases allowed.
- Continue the annual $200,000 contribution to the economic development reserve that is shared equally between General Fund, Water Wastewater Fund, and Electric Fund.
- Utility fund transfers to the General Fund budgeted at 8%.

**STORMWATER UTILITY FUND**

- Pursue the goal of funding 4.5% merit and cost of living increase for non-civil service employees.
- Additional personnel will be evaluated through the departmental budget request process.
- Estimated 5% increase in health insurance premium beginning January 1, 2019.
- Base operations budgets flat. Additions to the department budgets must be requested, justified, and ranked by priority.
- Fuel/Contractual Obligations/Consumer Price Index increases allowed.

**HOTEL MOTEL FUND**

- Pursue the goal of funding 4.5% merit and cost of living increase for non-civil service employees.
- Funding for special programs remains flat. Organizations can request increases during the budget process for specific programs.

**IV. Debt**

On April 3rd, a City Council work session will be held to discuss the City’s current debt balances, future debt requirements, and the effect on the budget.
• Maintain current tax rate of 61.39 cents
• Explore homestead exemption and over 65 freeze
• Conservative sales tax estimate
• Electric no rate adjustment expected
• Water/Wastewater rate adjustment per rate model
• Drainage rates presented later FY18-effective 1/1/19
• Utility franchise fees at 8%
• General Fund fees increased by 2.12%
• Civil Service 4.5% increase
• Non-Civil Service goal of 4.5% increase
• Health Insurance 5% increase
• Base budgets flat-increases must be requested and recommended by City Manager
• Economic Development $200K split between three major funds
• Museum funding increase $25K to $100K
• Social Service funding increase $50K to $500K
STRATEGIC INITIATIVES  ■  KEY PRIORITIES

• Workforce Housing
• Public Transit
• Stormwater
• Community Partners
• City Facilities
General Fund
FY 2018-2019
A greater proportion of one-time expenses, compared to prior years, creates challenges by limiting capacity to fund rising costs driven by community growth.
The nine-year revenue trend for Property Tax has shown a steady incline, Sales Tax growth has slowed and other revenue sources remain flat.
Since 2012 the growth in Property Tax Revenue exceeded the growth of the incentives rebated. In FY18 the growth percentages reverse resulting in less available funding capacity to cover growing base costs for the general fund.
• Original City Contribution estimated at $24M
• CAMPO funding could reduce City Contribution to $9M
  • Annual contribution in 2019 estimated at $1.2M
• The City and County are negotiating with TXDOT to reduce the annual contribution which could possibly eliminate the Loop 110 TRZ
  • This would free up capacity for future economic incentives
• Would create greater financial capacity in the General Fund
Current programs in place

Homestead Exemption
- 4123 taxpayers currently have exemption from another entity
  - Impact of 5K exemption- $126,600 in reduced tax revenue
  - Impact of 10K exemption- $253,200 in reduced tax revenue
  - Impact of 15K exemption- $379,800 in reduced tax revenue

Over 65 Freeze
- Estimated $313M (6% of total assessed value) in property owned by citizens who currently have the over 65 exemption
- Taxable value would be frozen and tax would not be levied on any value increase over base year as long as the citizen over 65 owns the property.
Cost Drivers:

- Personnel
  - 4.5% increase for civil service- $722,000
  - 4.5% FY2019 increase for non-civil service- $558,000
  - Full year of FY2018 non-civil service increase-$466,000
  - 5% increase for health insurance- $222,000
- Software license and maintenance- $75,000

Other Fund Allocations:

- Maintain Operating capacity for Library, Fire Station #8, and Fire Training Field
  - Budgeted at $1,000,000 in FY19
  - Recommended allocation:
    - 25%-fund balance
    - 25%-to bond project reserve
    - 50%-fund operating expense related to projects or one-time expense needs
• Positions that support core services/needs and council priorities

• Positions supported by enterprise funds for a shared need

• Positions supported through funding sources or specific fees like the Community Enhancement Fee

• Positions that support bond project operations funded through the increased tax rate

• Positions that support the CDBG-DR projects
Consider funding expenses related to downtown through the Downtown TIRZ in FY2019

- General Fund-downtown cleaning and maintenance
  - $30K sidewalks
  - $20K landscaping
  - $65K maintenance position and supplies
- Drainage-downtown sweeping

Decision Point-Explore moving downtown related expenses to the Downtown TIRZ
Other Major Funds
FY 2018-2019
• Electric
  • No rate adjustment recommended by CUAB

• Water
  • 5% rate adjustment recommended by CUAB

• Wastewater
  • 2% rate adjustment recommended by CUAB

• Drainage
  • Rate study underway—further discussions prior to end of year
  • Rate adjustment expected to be effective January 1, 2019

The recommended adjustment will increase the average residential W/WW bill $3.16 per month
• Personnel
  • 4.5% increase for non-civil service- $206,000
  • Full year of FY2018 non-civil service increase-$187,000
  • 5% increase for health insurance- $57,000
  • Additional crews due to system growth

• Other
  • Software license and maintenance- $148,000
  • Capital equipment needs

• Water
  • Debt service for future water supply through ARWA

• Drainage
  • Debt service for drainage projects
  • Expense for increased sweeping and costs associated with MS4
• Revenue for first 6 months of FY18 is trending below FY17 revenue
  • Average room rates have decreased due to increased room inventory
  • Hope to see increased rates as occupancy increases over summer months
• Discussing contingency for reducing expenses if revenues continue downward trends
• With current trends may need to reduce expenses for FY19
Budget Timeline
FY 2018-2019
• **January** - Visioning Advance
• **February** - Budget Policy Workshop
• **March 6** - Public Hearing and adoption of Budget Policy
• **March/April** - Departments work on budget
• **April 3** - Debt Work Session
• **April/May** - Departments meet with executive team to discuss budget requests
• **May** - City Manager budget review and formation

• **May 1** - Outside agency budget requests due
• **May 29** - Budget Update Workshop
• **June 13 & 14** - Budget Workshops
• **August 2** - Workshop on Proposed Budget
• **August 21** - Public hearing on the tax rate
• **September** - Public hearing on tax rate, budget, utility rates
• **September 18** - Budget and tax rate adoption
Best Buy Revenue
FY 2017-2018
<table>
<thead>
<tr>
<th>Best Buy Revenue</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Revenue Collected to Date</td>
<td>$1,431,000</td>
</tr>
<tr>
<td>Less The Village Main funding</td>
<td>- $432,000</td>
</tr>
<tr>
<td><strong>Net Revenue Available</strong></td>
<td><strong>$999,000</strong></td>
</tr>
<tr>
<td>Anticipated Revenue for Remainder of FY18</td>
<td>+ $560,000</td>
</tr>
<tr>
<td><strong>Total Estimated Available at year end FY18</strong></td>
<td><strong>$1,559,000</strong></td>
</tr>
</tbody>
</table>
Short Term Recommendations for Facilities

- Potential for expanding parking
  - 22 parking spots were freed up by locating heavy equipment to 40 acres
  - Studied 3 parking options- Recommend Option B
    - Option B-22 spots in front of Public Services- $125,000

- Potential need for short term facilities or leased spaced
  - Update Projected Staffing Study that PGAL completed in 2015
  - 2 Portable Buildings 1,340 Square Feet $180,000 for 2 year lease plus $25,000 in one-time costs
  - Continue to explore options for leased space
<table>
<thead>
<tr>
<th>Recommended One-time Uses</th>
<th>Sales Tax Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Revenue to Date</td>
<td>$999,000</td>
</tr>
<tr>
<td>Temporary Office Space</td>
<td>$205,000</td>
</tr>
<tr>
<td>Two year rental and set up costs</td>
<td></td>
</tr>
<tr>
<td>Additional parking spaces</td>
<td>$135,000</td>
</tr>
<tr>
<td>Security review</td>
<td>$25,000</td>
</tr>
<tr>
<td>Facility security</td>
<td>$100,000</td>
</tr>
<tr>
<td>Includes potential projects in Fire Station 5, Airport, Library, Activity Center</td>
<td></td>
</tr>
<tr>
<td>Homebuyer incentive program</td>
<td>$60,000</td>
</tr>
<tr>
<td>Subtotal: One-time Uses</td>
<td>- $525,000</td>
</tr>
<tr>
<td>Remaining to build fund balance</td>
<td>$474,000</td>
</tr>
</tbody>
</table>

Continuing to evaluate needs for facilities and will bring more information forward at a future discussion

Decision point-
Move forward with a budget amendment for the recommended uses?
AGENDA CAPTION:
Hold a discussion on allocation of Best Buy generated revenue for fiscal year 2018, and provide direction to the City Manager.
Meeting date: May 29, 2018

Department: Finance Department

Amount & Source of Funding
Funds Required: Click or tap here to enter text.
Account Number: Click or tap here to enter text.
Funds Available: Click or tap here to enter text.
Account Name: Click or tap here to enter text.

Fiscal Note:
Prior Council Action: Click or tap here to enter text.

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

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

Master Plan: [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]
Background Information:
In 2016 the City signed an economic development agreement where the City would rebate 75% of the sales tax revenue generated by sales from the Best Buy call center. The City received the first revenue from the call center in September 2017. During the FY18 budget process, Council directed that the City’s portion of the revenue generated be excluded from revenue and that the budget would be amended to appropriate the revenue as it was received. To date the City has received $1,431,000 in sales tax revenue. The first budget amendment to fund The Village Main project totaling $432,000, was approved earlier this year. This leaves $999,000 that can be allocated to one-time programs/expenses, fund balance, or recurring expenses. The City will review a list of possible uses for this revenue as part of this discussion item at the meeting.

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

Alternatives:
Click or tap here to enter text.

Recommendation:
Click or tap here to enter text.