I. Call To Order

II. Roll Call

III. Invocation

IV. Pledges Of Allegiance - United States And Texas

V. 30 Minute Citizen Comment Period

PRESENTATIONS

1. Receive a Staff presentation of the 2nd Quarter Investment and Financial Reports, and provide direction to 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.

2. Consider approval, by motion, of the following meeting Minutes:
   A) May 20, 2019 Special Meeting Minutes
   B) May 21, 2019 Work Session Meeting Minutes
   C) May 21, 2019 Regular Meeting Minutes

3. Consider approval of Ordinance 2019-15, on the second of two readings, amending Chapter 2, Article 3, Division 19 Economic Development Board of the San Marcos City Code by; amending section 2.369 - created; composition; terms; officers; including procedural provisions and providing an effective date.

4. Consider approval of Resolution 2019-97R, approving the purchase of four drones and associated equipment from Fix In A Zip, LLC., through the Interlocal Purchasing System (TIPS) Cooperative Contract No. 180-102 in an amount not to exceed $65,000.00 in order to allow the Police Department to participate in the Hays County Unmanned Robotics Team; authorizing the City Manager or his designee to execute all appropriate documents
on behalf of the City; and declaring an effective date.

5. Consider approval of Resolution 2019-98R, awarding a Design-Build Construction Agreement to JE Dunn-PGAL, Inc (JE Dunn Construction) in the amount of $786,300.00 for pre-construction phase services for expansion and renovation of the San Marcos Public Library; authorizing the City Manager to execute the agreement on behalf of the City; and declaring an effective date.

6. Consider approval of Resolution 2019-99R, approving a fourth amendment to the Interlocal Agreement for Commercial Office Lease with Hays County for the WIC Satellite Office at 150 Lockhart Street in Kyle for the purpose of extending the lease term for one additional year; authorizing the City Manager to execute said amendment; and declaring an effective date.

7. Consider approval of Resolution 2019-100R, approving a Commercial Lease Amendment with TwoFold, LLC for the lease of the WIC Program Satellite Office at 641 North Walnut Avenue, New Braunfels, Texas for the purpose of extending the lease term for one additional year with an increase in rent from $1550 to $1575 per month; authorizing the City Manager to execute said Commercial Lease Amendment; and declaring an effective date.

8. Consider approval of Resolution 2019-101R, approving the award of a two-year contract for Utility Rate Study to GDS Associates, Inc. (RFP #219-119) in the not to exceed sum of $80,000, to independently analyze and assess the City’s current rate structure for the Water, Wastewater, And Electric Utility rates assessed by the City, determine an updated cost of service, and provide recommendation for equitable sustainable cost recovery by customer class; and declaring an effective date.

9. Consider approval of Resolution 2019-102R, approving a contract with ProCare Automotive, LLC (AMM Collision Center) for the repair of unforeseen Hail Damage to City Vehicles in the amount of $327,398.29; authorizing the City Manager to execute said contract; and declaring an effective date.

10. Consider approval of Change in Service No. 3 related to the Community Development Block Grant-Disaster Recovery (CDBG-DR) Blanco Gardens Drainage Improvement Project with Scheibe Consulting for Professional Engineering Services related to providing design and construction phase services in an amount of $1,129,053.

11. Consider approval, by motion, of an Authorization of Change in Services No. 6 for Contract No. 214-331 with Green Guy Recycling, Inc. increasing the contract by $50,497.52 related to Section 5.2 - Option to Extend within the Contract for a total revised annual contract amount of $340,958.09.

PUBLIC HEARINGS

12. Receive a Staff Presentation and hold a Public Hearing to receive comments for or against Resolution 2019-69R, approving Substantial Amendment No. 8 to the Community Development Block Grant-Disaster Recovery (CDBG-DR) Action Plan to add Owner Occupied Housing Reimbursement Activity to the CDBG-DR Action Plan and to reallocate
funds between certain activities and budgets; authorizing the City Manager to act as the Official Representative of the City in matters related to the CDBG-DR Program and Action Plan; and declaring an effective date; and consider approval of Resolution 2019-69R.

13. Receive a Staff presentation and hold a Public Hearing to receive comments for or against the 2019 CDBG Annual Action Plan, and provide direction to the City Manager.

NON-CONSENT AGENDA

14. Consider approval of Ordinance 2019-17, on the first of two readings, amending Chapter 22, Cemeteries, of the San Marcos City Code by, among other things, eliminating the requirement for payment of a Perpetual Care Fee and dissolving the Perpetual Care Fund, providing for Cemetery Commission approval of monuments over eight feet in height, limiting placements in lots and columbarium niches, and providing for other miscellaneous changes; providing for the repeal of any conflicting provisions; and providing an effective date.

15. Consider approval of Resolution 2019-103R, approving a Fee Policy that incorporates a cost recovery methodology; and declaring an effective date.

16. Hold discussion and consider the appointment of one to two City Council Members to a Budget and Policy Committee regarding the Animal Shelter Implementation Plan, and provide direction to the City Manager.

17. Consider an appointment to fill a vacancy on the following Boards or Commissions, and provide direction to staff:
   A) Cemetery Commission
   B) San Marcos Commission on Children and Youth

18. Hold discussion regarding recommendation Resolution 2019-01RR of the Neighborhood Commission to the City Council to advise the City Manager to look into the sidewalk plan and ensure clear communication amongst all City Departments and all affected citizens involved in this project; in particular we ask that council be sensitive to sidewalks affecting our irreplaceable historic areas; and provide direction to the City Manager.

19. Hold discussion regarding the process in which recommendations are made regarding Arts Projects Funding; the composition of the Mural Arts Program Committee; and provide direction to City Manager.

20. Receive City Council Reports and discuss and provide direction regarding future submissions:
   a) Mayor Hughson will provide a brief update regarding her membership on various Capital Area Council of Governments (CAPCOG) committees.
   b) Mayor Hughson will provide a brief update related to her membership on the Capital Area Metro Planning Organization (CAMPO).
   c) Mayor Hughson and Council Member Rockeymoore will provide a brief update related to their membership on the Alliance Regional Water Authority (ARWA) Board of Directors.
   d) Mayor Hughson will provide a brief update regarding her participation in this years Texas Municipal League Leadership Academy.
e) Council Member Derrick will provide a brief update regarding her membership on the San Marcos Commission for Children and Youth.
f) Mayor Pro Tem Prewitt will provide a brief update regarding her membership on the Capital Area Rural Transit (CARTS) Board.
g) Mayor Hughson, Mayor Pro Tem Prewitt, Council Member Derrick and Council Member Rockeymoore will provide a brief update regarding the recent Federal Legislative Delegation trip to Washington D.C.
h) Mayor Hughson and Council Member Derrick will provide a brief update on the San Marcos Chamber 2019 Inter-City Visit trip to Utah.

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.

EXECUTIVE SESSION

This is a continuation from the Work Session Meeting, if necessary.

21. Executive Session in accordance with the following Government Code Sections:
   A. Section § 551.071 - Consultation with Attorney: to receive a staff briefing and deliberate regarding Martindale ETJ matters and Project Big Hat
   B. Section § 551.087 - Economic Development: to receive a staff briefing and deliberate regarding Project Big Hat

RETURN FROM EXECUTIVE SESSION

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

   A. Section § 551.071 - Consultation with Attorney: to receive a staff briefing and deliberate regarding Martindale ETJ matters and Project Big Hat
   B. Section § 551.087 - Economic Development: to receive a staff briefing and deliberate regarding Project Big Hat

VII. Adjournment.

POSTED ON WEDNESDAY, MAY 29, 2019 @ 5:00PM

JAMIE LEE CASE, CITY CLERK

Notice of Assistance at the Public Meetings

The City of San Marcos does not discriminate on the basis of disability in the admission or access to its services, programs, or activities. Individuals who require auxiliary aids and services for this meeting should contact the City of San Marcos ADA Coordinator at 512-393-8000 (voice) or call Texas Relay Service (TRS) by dialing 7-1-1. Requests can also be faxed to 855-461-6674 or sent by e-mail to ADArequest@sanmarcostx.gov
AGENDA CAPTION:
Receive a Staff presentation of the 2nd Quarter Investment and Financial Reports, and provide direction to City Manager.
Meeting date: June 4, 2019

Department: Finance Department-Heather Hurlbert, Finance Director

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

Fiscal Note:
Prior Council Action: Financial and Investment reports were presented to the Finance and Audit Committee on May 31, 2019

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

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

The Texas Public Fund Investment Act requires the City's Quarterly Investment Report be received by City Council. The reports cover the 2nd quarter of fiscal year 2018-2019 reflecting investment activity and balances as of March 31, 2019.

The City's total portfolio summary as of March 31, 2019 reflects a total market value of $269,500,186 made up of funds from:

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pooled Cash</td>
<td>$90,213,162</td>
</tr>
<tr>
<td>Pooled Cash Reserves</td>
<td>$13,572,119</td>
</tr>
<tr>
<td>Enterprise Cash</td>
<td>$148,075,794</td>
</tr>
<tr>
<td>Enterprise Cash Reserves</td>
<td>$17,723,094</td>
</tr>
</tbody>
</table>

These funds are invested in various investment types including:

<table>
<thead>
<tr>
<th>Investment Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank Deposits</td>
<td>$27,893,263</td>
</tr>
<tr>
<td>Money Market Mutual Funds</td>
<td>$9,579,208</td>
</tr>
<tr>
<td>Local Government Pools</td>
<td>$129,311,698</td>
</tr>
<tr>
<td>Municipal Coupon Securities</td>
<td>$25,109,723</td>
</tr>
<tr>
<td>Corporate Commercial Paper</td>
<td>$17,967,184</td>
</tr>
<tr>
<td>Federal Agencies</td>
<td>$59,639,110</td>
</tr>
</tbody>
</table>

The City's financial performance through March 31, 2019 is detailed in the enclosed Financial Summary Report. The report includes revenues and expenditures for the City's major funds. The reported funds are as follows: General Fund, Hotel Tax Fund, Water Wastewater Fund, Stormwater Management Fund, Electric Fund, Resource Recovery Fund and Airport Fund. Included on the report are trending analysis for both year-to-date and quarter-to-date with the related variances.

The Investment Report for quarter ended March 31, 2019 and the Financial Summary Report for quarter ended March 31, 2019 were reviewed by the Finance and Audit Committee prior to this 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.
QUARTERLY FINANCIAL AND INVESTMENT UPDATE

QUARTER ENDED MARCH 31, 2019
REVENUE HIGHLIGHTS

- **General Fund-Favorable $730K or 1.5%**
  - Sales tax collections above forecast $200K due to collections above budget for the Outlet Malls and Base Sales Taxes
  - City owned Franchise Fees $500K below forecast due to reduced utility revenue
  - License and Permits $700K above forecast

- **W/WW-Unfavorable $2.3M or -11.4%**
  - Water sales 3% below same time last year
  - Primarily due to mild, rainy weather pattern

- **Electric-Unfavorable $1.9K or -6.7%**
  - Electric power sales flat compared to same time last year
  - Primarily due to mild temperatures

- **Hotel/Motel Tax-Favorable $46K or 2.8%**
  - Revenue collections slightly higher year to date than same time last year due to new hotel collections
EXPENDITURE HIGHLIGHTS

- General Fund-Favorable $1.4M or 3.6%
  - $400K personnel savings
  - $235K ED incentive payment timing
  - $800K other expense timing

- W/WW-Favorable $1.8K or 11.7%
  - $1.0M contract timing
  - $200K franchise fee savings due to lower revenue

- Electric-Favorable $2.8M or 10.0%
  - $2.0M cost of power and $200K franchise fee savings due to lower revenue
  - $500K personnel savings
Investment Balance by Account
Second Quarter 2019
3-31-19

Enterprise
$148.0

Enterprise Reserves
$17.7

Pooled Cash
$90.2

Pooled Cash Reserves
$13.6

$269.5 Million
Total Investments
(Market Value)

Investment Balance by Account
First Quarter 2019
12-31-18

Enterprise
$147.3

Enterprise Reserves
$17.6

Pooled Cash
$72.2

Pooled Cash Reserves
$13.5

$250.6 Million
Total Investments
(Market Value)
Average Yield to Maturity-Year over Year

- Pooled Cash: 2.33%
- Pooled Cash Reserves: 1.63%
- Enterprise: 2.18%
- Enterprise Reserves: 2.26%

Average Yield to Maturity - 3-31-19
Average Yield to Maturity - 3-31-18
Investment Distribution
(in millions)

- Federal Agency Coupon Securities $59.6
- Corporate Commercial Paper $18.0
- Municipal Coupon Securities $25.1
- Wells Fargo Operating/Money Market $37.5
Quarterly Investment Report
March 31, 2019
## Aggregate Portfolio Composition

<table>
<thead>
<tr>
<th>Investments</th>
<th>March 31, 2019</th>
<th>% of Portfolio</th>
<th>December 31, 2018</th>
<th>% of Portfolio</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bank Deposits</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wells Fargo Choice IV</td>
<td>26,788,358</td>
<td>9.9</td>
<td>41,557,023</td>
<td>16.6</td>
</tr>
<tr>
<td>Wells Fargo Bus. Market Rate Public Funds</td>
<td>1,104,905</td>
<td>0.4</td>
<td>1,104,088</td>
<td>0.4</td>
</tr>
<tr>
<td></td>
<td>27,893,263</td>
<td>10.3</td>
<td>42,661,112</td>
<td>17.0</td>
</tr>
<tr>
<td><strong>Money Market Mutual Funds</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federated Government OBL-PRM/Blackrock</td>
<td>9,579,208</td>
<td>3.6</td>
<td>4,844,865</td>
<td>1.9</td>
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<tr>
<td><strong>Local Government Investment Pools</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TexSTAR</td>
<td>1,203,333</td>
<td>0.4</td>
<td>1,196,235</td>
<td>0.5</td>
</tr>
<tr>
<td>Logic</td>
<td>58,824,861</td>
<td>21.8</td>
<td>58,449,132</td>
<td>23.4</td>
</tr>
<tr>
<td>TexPOOL</td>
<td>526,380</td>
<td>0.2</td>
<td>523,276</td>
<td>0.2</td>
</tr>
<tr>
<td>Lone Star</td>
<td>616,763</td>
<td>0.2</td>
<td>612,835</td>
<td>0.2</td>
</tr>
<tr>
<td>TexasCLASS</td>
<td>50,688,510</td>
<td>18.8</td>
<td>17,475,250</td>
<td>7.0</td>
</tr>
<tr>
<td>TexasTERM</td>
<td>14,000,000</td>
<td>5.2</td>
<td>17,475,250</td>
<td>7.0</td>
</tr>
<tr>
<td>TexasTERM - Daily</td>
<td>3,451,850</td>
<td>1.3</td>
<td>3,429,662</td>
<td>1.4</td>
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<tr>
<td></td>
<td>129,311,698</td>
<td>48.0</td>
<td>81,686,390</td>
<td>32.6</td>
</tr>
<tr>
<td><strong>Municipal/Local Govt Bonds/ US Treas Note</strong></td>
<td>25,109,723</td>
<td>9.3</td>
<td>40,189,834</td>
<td>16.1</td>
</tr>
<tr>
<td><strong>Corporate Commercial Paper</strong></td>
<td>17,967,184</td>
<td>6.7</td>
<td>10,933,619</td>
<td>4.4</td>
</tr>
<tr>
<td><strong>Federal Agency Coupon Securities</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FANNIE MAE (FNMA)</td>
<td>6,503,896</td>
<td>2.4</td>
<td>8,492,956</td>
<td>3.4</td>
</tr>
<tr>
<td>FEDERAL HOME LOAN BANK (FHLB)</td>
<td>14,498,535</td>
<td>5.4</td>
<td>15,466,455</td>
<td>6.2</td>
</tr>
<tr>
<td>FEDERAL FARM CREDIT BANK (FFCB)</td>
<td>17,983,535</td>
<td>6.7</td>
<td>21,442,762</td>
<td>8.6</td>
</tr>
<tr>
<td>FREDDIE MAC (FHLMC)</td>
<td>18,654,681</td>
<td>6.9</td>
<td>22,588,332</td>
<td>9.0</td>
</tr>
<tr>
<td>FARMER MAC (FAMCA)</td>
<td>1,998,463</td>
<td>0.7</td>
<td>1,993,624</td>
<td>0.8</td>
</tr>
<tr>
<td></td>
<td>59,639,110</td>
<td>22.1</td>
<td>69,984,129</td>
<td>28.0</td>
</tr>
<tr>
<td><strong>Total Investments</strong></td>
<td>269,500,186</td>
<td>100.0</td>
<td>250,299,949</td>
<td>100.0</td>
</tr>
</tbody>
</table>

### Portfolio Composition as of 03/31/19

- **Bank Deposits**: 10%
- **Municipal/Coupon Securities**: 9%
- **Fed. Agencies**: 22%
- **Money Market Mutual Funds**: 4%
- **Local Gov’t Investment Pools**: 48%

### Portfolio Composition as of 12/31/18

- **Bank Deposits**: 17%
- **Fed. Agencies**: 28%
- **Money Market Mutual Funds**: 2%
- **Local Gov’t Investment Pools**: 33%
## Aggregate Portfolio Summary

### Pooled Cash Fund

<table>
<thead>
<tr>
<th></th>
<th>March 31, 2019</th>
<th>December 31, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Book Value</td>
<td>90,213,162</td>
<td>72,230,324</td>
</tr>
<tr>
<td>Market Value</td>
<td>90,232,409</td>
<td>72,189,870</td>
</tr>
<tr>
<td>% of Portfolio</td>
<td>33.5%</td>
<td>28.8%</td>
</tr>
<tr>
<td>Accrued Interest</td>
<td>80,095</td>
<td>211,049</td>
</tr>
<tr>
<td>Cash Receipts - Interest Earned</td>
<td>564,838</td>
<td>315,582</td>
</tr>
<tr>
<td>Weighted Average Maturity (Days)</td>
<td>34</td>
<td>68</td>
</tr>
<tr>
<td>Wt'd Average Yield to Maturity for Period:</td>
<td>2.33%</td>
<td>2.34%</td>
</tr>
<tr>
<td>Average Yield 1 Year US Treasury Bill for period:</td>
<td>2.54%</td>
<td>2.67%</td>
</tr>
<tr>
<td>Average Yield 6-month Treasury Bill for period:</td>
<td>2.51%</td>
<td>2.50%</td>
</tr>
</tbody>
</table>

### Pooled Cash Reserves

<table>
<thead>
<tr>
<th></th>
<th>March 31, 2019</th>
<th>December 31, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Book Value</td>
<td>13,572,119</td>
<td>13,495,649</td>
</tr>
<tr>
<td>Market Value</td>
<td>13,549,199</td>
<td>13,443,609</td>
</tr>
<tr>
<td>% of Portfolio</td>
<td>5.0%</td>
<td>5.4%</td>
</tr>
<tr>
<td>Accrued Interest</td>
<td>35,241</td>
<td>60,337</td>
</tr>
<tr>
<td>Cash Receipts - Interest Earned</td>
<td>76,470</td>
<td>38,643</td>
</tr>
<tr>
<td>Weighted Average Maturity (Days)</td>
<td>233</td>
<td>307</td>
</tr>
<tr>
<td>Wt'd Average Yield to Maturity for Period:</td>
<td>1.90%</td>
<td>1.68%</td>
</tr>
<tr>
<td>Average Yield 1 Year US Treasury Bill for period:</td>
<td>2.54%</td>
<td>2.67%</td>
</tr>
<tr>
<td>Average Yield 6-month Treasury Bill for period:</td>
<td>2.51%</td>
<td>2.50%</td>
</tr>
</tbody>
</table>
### Aggregate Portfolio Summary

#### Enterprise Fund

<table>
<thead>
<tr>
<th></th>
<th>March 31, 2019</th>
<th>December 31, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Book Value</td>
<td>148,075,794</td>
<td>147,316,360</td>
</tr>
<tr>
<td>Market Value</td>
<td>147,994,882</td>
<td>147,140,194</td>
</tr>
<tr>
<td>% of Portfolio</td>
<td>54.9%</td>
<td>58.8%</td>
</tr>
<tr>
<td>Accrued Interest</td>
<td>187,928</td>
<td>315,566</td>
</tr>
<tr>
<td>Cash Receipts - Interest Earned</td>
<td>767,014</td>
<td>677,764</td>
</tr>
<tr>
<td>Weighted Average Maturity (Days)</td>
<td>59</td>
<td>85</td>
</tr>
<tr>
<td>Wt'd Average Yield to Maturity for Period:</td>
<td>2.18%</td>
<td>1.88%</td>
</tr>
<tr>
<td>Average Yield 1 Year US Treasury Bill for period:</td>
<td>2.54%</td>
<td>2.67%</td>
</tr>
<tr>
<td>Average Yield 6-month Treasury Bill for period:</td>
<td>2.51%</td>
<td>2.50%</td>
</tr>
</tbody>
</table>

#### Enterprise Fund Reserves

<table>
<thead>
<tr>
<th></th>
<th>March 31, 2019</th>
<th>December 31, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Book Value</td>
<td>17,723,094</td>
<td>17,567,700</td>
</tr>
<tr>
<td>Market Value</td>
<td>17,723,696</td>
<td>17,526,276</td>
</tr>
<tr>
<td>% of Portfolio</td>
<td>6.6%</td>
<td>7.0%</td>
</tr>
<tr>
<td>Accrued Interest</td>
<td>66,596</td>
<td>135,440</td>
</tr>
<tr>
<td>Cash Receipts - Interest Earned</td>
<td>155,394</td>
<td>33,683</td>
</tr>
<tr>
<td>Weighted Average Maturity (Days)</td>
<td>299</td>
<td>375</td>
</tr>
<tr>
<td>Wt'd Average Yield to Maturity for Period:</td>
<td>2.26%</td>
<td>2.14%</td>
</tr>
<tr>
<td>Average Yield 1 Year US Treasury Bill for period:</td>
<td>2.54%</td>
<td>2.67%</td>
</tr>
<tr>
<td>Average Yield 6-month Treasury Bill for period:</td>
<td>2.51%</td>
<td>2.50%</td>
</tr>
</tbody>
</table>
City of San Marcos, TX

Pool Cash

Pool Cash ‐
Reserves

Account
TexSTAR
Logic
TexPOOL
Lone Star
TexasCLASS
TexasTERM ‐ Daily
TexasTERM*
Wells Fargo
1AB57407
1AB57407
1AB57407
1AB57407
1AB57407
1AB57407
1AB57407
1AB57407
1AB57407
1AB57407
1AB57407
1AB57407
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1AB57407

3133EGJW6
3134GBRH7
3134GBVG4
313586H36
3130ABZZ2
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82459MQV0
3137EADG1
373385BL6
13063BFU1
650035YQ5
34074GDH4
63873KS65
56108KPB8

Wells Fargo MM
1AB71306
1AB71306
1AB71306
1AB71306
1AB71306

608919718
3133EFC70
3130A7R72
3134GANG5
3136G37A7
3133EJUN7

CUSIP

Issuer / Description
Govt Pool ‐ Overnight Fund
Govt Pool ‐ Overnight Fund
Govt Pool ‐ Overnight Fund
Govt Pool ‐ Overnight Fund
Govt Pool ‐ Overnight Fund
Govt Pool ‐ Overnight Fund
Texas CD Program (8)‐Interest at Maturity
WF ‐ Choice IV
FEDERAL FARM CR BKS (FFCB)
FEDERAL HOME LN MTG CORP (FHLMC)
FEDERAL HOME LN MTG CORP (FHLMC)
FEDERAL NATL MTG ASSN (FNMA)
FEDERAL HOME LOAN BANKS (FHLB)
BLACKROCK
SHINHAN BK NY BRH
FEDERAL HOME LN MTG CORP (FHLMC)
GEORGIA ST GO BDS 2017 B
CALIFORNIA ST GO BDS 2017 B
NEW YORK ST URBAN DEV CORP
FLORIDA HURRICANE CATASTROP
NATIXIS NY BRANCH DISCOUNTED COMMERCIAL PAPER
MALAYAN BANKING BHD/NY DISCOUNTED COMMERCIAL PAPER
Subtotal and Average

Book Value
605,459.00
13,503,099.75
5,231.37
125,923.73
36,965,948.90
3,402,259.46
‐
10,178,902.77
1,500,000.00
2,500,000.00
1,500,000.00
1,115,000.00
2,500,000.00
311,336.53
0.00
2,500,000.00
0.00
0.00
0.00
3,500,000.00
10,000,000.00
0.00
$ 90,213,161.51 $

Par Value
605,459.00
13,503,099.75
5,231.37
125,923.73
36,965,948.90
3,402,259.46
0.00
10,178,902.77
1,500,000.00
2,500,000.00
1,500,000.00
1,115,000.00
2,500,000.00
311,336.53
0.00
2,500,000.00
0.00
0.00
0.00
3,500,000.00
10,000,000.00
0.00
90,213,161.51

Market Value
605,459.00
13,503,099.75
5,231.37
125,923.73
36,965,948.90
3,402,259.46
‐
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1,499,777.37
2,494,735.98
1,496,377.35
1,137,553.63
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311,336.53
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2,497,233.38
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2,000,000.00
2,200,000.00
2,200,000.00
3,000,000.00
13,572,118.52 $

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2,200,000.00
2,200,000.00
3,000,000.00
13,572,118.52

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521,148.34
490,839.35
13,722,561.39
49,590.57
0.00
7,000,000.00
7,000,000.00
16,609,454.81
1,104,905.40
357,658.36
0.00
0.00
0.00
0.00
0.00
0.00
1,000,000.00
2,000,000.00
2,000,000.00
1,500,000.00
5,000,000.00
5,000,000.00
3,000,000.00
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5,000,000.00
0.00

597,874.30
45,321,761.66
521,148.34
490,839.35
13,722,561.39
49,590.57
0.00
7,000,000.00
7,000,000.00
16,609,454.81
1,104,905.40
357,658.36
0.00
0.00
0.00
0.00
0.00
0.00
1,000,000.00
2,000,000.00
2,000,000.00
1,500,000.00
5,000,000.00
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5,000,000.00
0.00

597,874.30
45,321,761.66
521,148.34
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13,722,561.39
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7,000,000.00
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357,658.36
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FEDERATED GOVERNMENT OBL‐PRM
FEDERAL FARM CR BKS (FFCB)
FEDERAL HOME LOAN BANKS (FHLB)
FEDERAL HOME LN MTG CORP (FHLMC)
FEDERAL NATL MTG ASSN (FNMA)
FEDERAL FARM CR BKS (FFCB)
$

Enterprise

TexSTAR
Logic
TexPOOL
Lone Star
TexasCLASS
TexasTERM ‐ Daily
TexasTERM*
TexasTERM
TexasTERM
Wells Fargo
Wells Fargo
Wells Fargo MM
1AB57431
1AB57431
1AB57431
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1AB57431
1AB57431

Investment Report ‐ Quarter Ended March 31, 2019

Investments by Fund

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3133XTB21
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3132X0TN1
3134GBVG4
3133EHTF0
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3134GA3Z5
956704YE4
64971Q7C1
880558KS9
605581CL9
256435HH4
13063BFU1
625517JM0
56108KPB8

Govt Pool ‐ Overnight Fund
Govt Pool ‐ Overnight Fund
Govt Pool ‐ Overnight Fund
Govt Pool ‐ Overnight Fund
Govt Pool ‐ Overnight Fund
Govt Pool ‐ Overnight Fund
Texas CD Program (0)‐Interest at Maturity
Interest at Maturity
Interest at Maturity
WF ‐ Choice IV
Business Market Rate Public Funds
BLACKROCK
FEDERAL NATL MTG ASSN (FNMA)
FEDERAL HOME LN MTG CORP (FHLMC)
NEW YORK ST URBAN DEV CORP REV
FEDERAL FARM CR BKS (FFCB)
FEDERAL HOME LOAN BANKS (FHLB)
SHINHAN BK NY BRH
FEDERAL HOME LN MTG CORP (FHLMC)
FEDERAL FARM CR BKS (FFCB)
FEDERAL AGRIC MTG CORP MNTS (FAMCA)
FEDERAL HOME LN MTG CORP (FHLMC)
FEDERAL FARM CR BKS (FFCB)
FEDERAL HOME LOAN BANKS (FHLB)
FEDERAL HOME LN MTG CORP (FHLMC)
WEST VIRGINIA UNIV REVS REF
NEW YORK N Y CITY TRANSITIONAL
TENNESSEE ST SCH BD AUTH FE
MISSISSIPPI ST GO BDS 2012
DODGE CNTY NEB SCH DIST NO
CALIFORNIA ST GO BDS
MULTNOMAH CNTY ORE SCH DIST
MALAYAN BANKING BHD/NY DISCOUNTED COMMERCIAL PAPER

Maturity
Date

4/5/2019
6/14/2019
6/28/2019
8/12/2019
8/28/2019

5/30/2019

7/1/2020
5/6/2019

4/29/2019
6/28/2019
9/27/2019
7/16/2021

7/15/2019
6/10/2019

04/26/2019
04/26/2019
04/30/2019
06/28/2019
08/01/2019
08/28/2019
08/28/2019

06/15/2019

Current
Yield to
Wt'd Avg Yield
Rate (%) Maturity (%) Maturity (%)
2.4112
2.4112
0.0001618
2.6015
2.6015
0.0038939
2.4164
2.4164
0.0000014
2.5900
2.5900
0.0000362
2.6100
2.6100
0.0106948
2.4100
2.4100
0.0009089
0.0000
0.0000
‐
0.7500
0.7500
0.0008462
1.0300
1.0300
0.0001712
1.4000
1.4000
0.0003872
1.4500
1.4500
0.0002405
8.1000
8.1000
0.0010214
1.5000
1.5000
0.0004140
2.3900
2.3900
0.0000825
0.0000
0.0000
‐
1.7500
1.7500
0.0004844
0.0000
0.0000
‐
0.0000
‐
0.0000
0.0000
0.0000
‐
2.9950
2.9950
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2.5000
2.5000
0.0027712
0.0000
0.0000
‐
1.77%
2.33%

2.3400
0.0000
1.2500
1.1500
1.1250
2.8600

2.4112
2.6015
2.4164
2.5900
2.6100
2.4100
0.0000
2.8000
2.7700
0.7500
0.3000
2.3900
0.0000
0.0000
0.0000
0.0000
0.0000
0.0000
1.4100
1.0000
1.4300
1.4500
1.4800
1.5000
1.5000
0.0000
0.0000
0.0000
0.0000
0.0000
0.0000
1.4500
0.0000

2.340
0.000
1.250
1.150
1.125
2.860
1.45%

0.0072
0.0000
0.0018
0.0019
0.0018
0.0063
1.90%

2.4112
2.6015
2.4164
2.5900
2.6100
2.4100
0.0000
2.8000
2.7700
0.7500
0.3000
2.3900
0.0000
0.0000
0.0000
0.0000
0.0000
0.0000
1.4100
1.0000
1.4300
1.4500
1.4800
1.5000
1.5000
0.0000
0.0000
0.0000
0.0000
0.0000
0.0000
1.4500
0.0000

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0.0080
0.0001
0.0001
0.0024
0.0000
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0.0013
0.0013
0.0008
0.0000
0.0001
0.0000
0.0000
0.0000
0.0000
0.0000
0.0000
0.0001
0.0001
0.0002
0.0001
0.0005
0.0005
0.0003
0.0000
0.0000
0.0000
0.0000
0.0000
0.0000
0.0005
0.0000

Days To
Maturity
1
1
1
1
1
1
0
1
5
75
89
134
150
1
0
60
0
0
0
458
36
0

1
29
89
180
838

1
1
1
1
1
1
0
106
71
1
1
1
0
0
0
0
0
0
26
26
30
89
123
150
150
0
0
0
0
0
0
76
0

Current
Price
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1.0000
1.0000
1.0000
1.0000
1.0000
0.0000
1.0000
0.9999
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0.9976
1.0202
0.9960
1.0000
0.0000
0.9989
0.0000
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0.0000

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0.9969
0.9935
1.0000

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0.0000
0.9993
0.9990
0.9992
0.9976
0.9971
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0.9960
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0.0000
0.0000
0.0000
0.0000
0.9979
0.0000

3/31/2019
Current
Wt'd Avg Days
Par
to Maturity
605,459.00
13,503,099.75
5,231.37
125,923.73
36,965,948.90
3,402,259.46
‐
10,178,902.77
1,500,000.00
2,500,000.00
1,500,000.00
1,115,000.00
2,500,000.00
311,336.53
‐
2,500,000.00
‐
‐
‐
3,500,000.00
10,000,000.00
‐
90,213,161.51
34

4,172,118.52
0.00
2,000,000.00
2,200,000.00
2,200,000.00
3,000,000.00
13,572,118.52
597,874.30
45,321,761.66
521,148.34
490,839.35
13,722,561.39
49,590.57
0.00
7,000,000.00
7,000,000.00
16,609,454.81
1,104,905.40
357,658.36
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1,000,000.00
2,000,000.00
2,000,000.00
1,500,000.00
5,000,000.00
5,000,000.00
3,000,000.00
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0.00
5,000,000.00
0.00

233


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<th>Book Value</th>
<th>Par Value</th>
<th>Market Value</th>
<th>Maturity Date</th>
<th>Current Rate (%)</th>
<th>Yield to Maturity (%)</th>
<th>Wt'd Avg Yield (%)</th>
<th>Days To Maturity</th>
<th>Current Price</th>
<th>Current Par (%)</th>
<th>Wt'd Avg Days to Maturity</th>
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$ 148,075,794.18
$ 147,994,882.4

City of San Marcos, TX
Investment Report - Quarter Ended March 31, 2019
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<th>Market Value</th>
<th>% of Portfolio</th>
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<td>148,075,794</td>
<td>147,994,882</td>
</tr>
<tr>
<td><strong>Enterprise - Reserves</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Municipal Coupon Securities</td>
<td>3</td>
<td>4,785,000</td>
<td>4,806,641</td>
</tr>
<tr>
<td>Federal Agency Coupon Securities</td>
<td>4</td>
<td>8,200,000</td>
<td>8,178,960</td>
</tr>
<tr>
<td>Money Market Mutual Funds</td>
<td>1</td>
<td>4,738,094</td>
<td>4,738,094</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td>17,723,094</td>
<td>17,723,696</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>269,584,168</td>
<td>269,500,186</td>
</tr>
</tbody>
</table>

Heather Hurlbert, Director of Finance
## City of San Marcos
### FY 2019 Revenue & Expenditure Analysis
#### March 31, 2019

<table>
<thead>
<tr>
<th>Revenues:</th>
<th>Adopted Budget</th>
<th>YTD Trend Estimate</th>
<th>YTD Actual</th>
<th>Favorable/ (Unfavorable) Variance</th>
<th>YTD % Variance</th>
<th>QTD Trend Estimate</th>
<th>QTD Actual</th>
<th>Favorable/ (Unfavorable) Variance</th>
<th>QTD % Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>80,378,645</td>
<td>49,465,330</td>
<td>50,204,402</td>
<td>739,073</td>
<td>1.49%</td>
<td>16,268,112</td>
<td>16,507,195</td>
<td>239,083</td>
<td>1.47%</td>
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<tr>
<td>Stormwater Management Fund</td>
<td>5,838,920</td>
<td>2,870,396</td>
<td>2,866,295</td>
<td>(4,100)</td>
<td>-0.14%</td>
<td>1,467,639</td>
<td>1,443,101</td>
<td>(24,538)</td>
<td>-1.67%</td>
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<tr>
<td>Electric Fund</td>
<td>62,843,735</td>
<td>28,504,687</td>
<td>26,587,579</td>
<td>(1,917,108)</td>
<td>-6.73%</td>
<td>14,171,394</td>
<td>12,814,223</td>
<td>(1,357,170)</td>
<td>-9.58%</td>
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<tr>
<td>Water Wastewater Fund</td>
<td>43,192,537</td>
<td>20,297,037</td>
<td>17,976,731</td>
<td>(2,320,307)</td>
<td>-11.43%</td>
<td>10,089,671</td>
<td>9,485,762</td>
<td>(603,909)</td>
<td>-5.99%</td>
</tr>
<tr>
<td>Resource Recovery Fund</td>
<td>4,412,733</td>
<td>2,147,831</td>
<td>2,278,829</td>
<td>130,998</td>
<td>6.10%</td>
<td>1,100,227</td>
<td>1,124,077</td>
<td>23,850</td>
<td>2.17%</td>
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<tr>
<td>Airport Fund</td>
<td>598,816</td>
<td>248,422</td>
<td>235,024</td>
<td>(13,397)</td>
<td>-5.39%</td>
<td>124,495</td>
<td>107,775</td>
<td>(16,719)</td>
<td>-13.43%</td>
</tr>
<tr>
<td>Hotel Tax Fund</td>
<td>3,744,494</td>
<td>1,663,422</td>
<td>1,709,736</td>
<td>46,314</td>
<td>2.78%</td>
<td>835,897</td>
<td>833,618</td>
<td>(2,279)</td>
<td>-0.27%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>201,009,880</strong></td>
<td><strong>105,197,124</strong></td>
<td><strong>101,858,597</strong></td>
<td><strong>(3,338,528)</strong></td>
<td></td>
<td><strong>44,057,434</strong></td>
<td><strong>42,315,752</strong></td>
<td><strong>(1,741,682)</strong></td>
<td></td>
</tr>
</tbody>
</table>

| Expenditures:              |                |                    |            |                                 |                |                    |            |                                 |                |
| General Fund               | 80,629,547     | 39,264,948         | 37,852,046 | 1,412,902                        | 3.60%          | 20,349,448         | 19,555,638 | 793,810                          | 3.90%          |
| Stormwater Management Fund | 5,549,362      | 1,760,028          | 1,610,437  | 149,591                          | 8.50%          | 1,279,024          | 1,266,396  | 12,628                           | 0.99%          |
| Electric Fund              | 62,883,690     | 28,271,976         | 25,448,951 | 2,823,025                        | 9.99%          | 14,031,513         | 12,595,266 | 1,436,246                        | 10.24%         |
| Water Wastewater Fund      | 42,855,300     | 16,076,110         | 14,200,923 | 1,875,187                        | 11.66%         | 10,322,919         | 9,050,831  | 1,272,088                        | 12.32%         |
| Resource Recovery Fund     | 4,438,889      | 1,830,363          | 1,592,908  | 237,455                          | 12.97%         | 1,158,169          | 1,123,505  | 34,664                           | 2.99%          |
| Airport Fund               | 598,882        | 252,319            | 262,122    | (9,803)                          | -3.89%         | 126,159            | 112,609    | 13,550                           | 10.74%         |
| Hotel Tax Fund             | 3,582,800      | 1,687,621          | 1,528,558  | 159,063                          | 9.43%          | 857,617            | 818,805    | 38,812                           | 4.53%          |
| **Total**                  | **200,538,471**| **89,143,366**     | **82,495,945** | **6,647,421**                        |                | **48,124,848**    | **44,523,051** | **3,601,797**                        |                |

- YTD: Sales tax above budget, $700K License and Permits above budget, $500K City owned utility franchise below budget, other fees trending at or slightly below budget
- QTD: Due to mild weather, consumption lower than budgeted
- YTD/MTD: Due to mild weather, consumption lower than budgeted

**Note:**
- $400K personnel savings, $225K ED incentive payment timing, $500K other expense timing
- YTD Timing of payments on contracts and equipment purchases
- YTD $2.0M Lower cost of power due to consumption, $200K lower franchise fees expense due to lower revenue, $100K personnel savings
- YTD $200K Lower franchise fees expense due to lower revenue, $1.0M contract payment timing, $500K lower other expenses
- YTD/MTD Contract payment timing
AGENDA CAPTION:
Consider approval, by motion, of the following meeting Minutes:
A) May 20, 2019 Special Meeting Minutes
B) May 21, 2019 Work Session Meeting Minutes
C) May 21, 2019 Regular Meeting Minutes

Meeting date: 6/4/2019

Department: City Clerk

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

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

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

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

Master Plan: [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]
Background Information:
The following minutes are attached for review:
A) May 20, 2019 Special Meeting Minutes
B) May 21, 2019 Work Session Meeting Minutes
C) May 21, 2019 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 special meeting of the San Marcos City Council was called to order by Mayor Hughson at 5:35 p.m. Monday, May 20, 2019 in the City Council Chambers, 630 E. Hopkins, San Marcos, Texas 78666.

II. Roll Call

Council Member Marquez arrived after roll call at 5:38 p.m.

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

EXECUTIVE SESSION

1. Executive Session in accordance with Section §551.074 of the Texas Government Code: Personnel Matters - to discuss and provide Annual Appointee Evaluations to the City Attorney, City Clerk and Municipal Court Judge.

A motion was made by Council Member Gonzales, seconded by Council Member Derrick, to enter into Executive Session at 5:36 p.m. The motion carried by the following vote:

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

Against: 0

Absent: 1 - Council Member Marquez

2. 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 Attorney, City Clerk and Municipal Court Judge.

The City Council returned into open session at 9:10 p.m. Mayor Hughson stated direction was provided to staff in Executive Session.

III. Adjournment.
Mayor Hughson adjourned the special meeting of the San Marcos City Council at 9:10 p.m.

Jamie Lee Case, TRMC, City Clerk                           Jane Hughson, Mayor

Notice of Assistance at the Public Meetings

The City of San Marcos does not discriminate on the basis of disability in the admission or access to its services, programs, or activities. Individuals who require auxiliary aids and services for this meeting should contact the City of San Marcos ADA Coordinator at 512-393-8000 (voice) or call Texas Relay Service (TRS) by dialing 7-1-1. Requests can also be faxed to 855-461-6674 or sent by e-mail to ADArequest@sanmarcostx.gov
I. Call To Order

With a quorum present, the work session meeting of the San Marcos City Council was called to order by Mayor Hughson at 3:01 p.m. Tuesday, May 21, 2019 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, Council Member Melissa Derrick, Mayor Jane Hughson, Council Member Ed Mihalkanin, Council Member Joca Marquez and Council Member Mark Rockeymoore

PRESENTATIONS

1. Receive a Staff presentation and hold discussion regarding workforce housing, and provide direction to Staff.

Abigail Gillfillan, Planning Manager provided the presentation outline that includes the project overview, public outreach, and needs analysis findings.

Ms. Gillfillan reviewed the outcomes of the Workforce Housing Strategic Initiative which are: Assemble a Workforce Housing Task Force, Increase the rates of home ownership, and maintain existing housing stock in safe conditions. Ms. Gillfillan explained that in August 2018 the Workforce Housing Task force was created and they initiated the needs assessment at the beginning of the process. The Workforce Housing Task Force also initiated a Housing Choice Survey which had 2000 respondents. This group created different strategies to address housing challenges within each income bracket. Ms. Gillfillan mentioned that the Workforce Housing Task Force wanted this to be an inclusive process and came up with the slogan SMTX 4 All and wanted to also drop the "Workforce" out of their title to be more inclusive of housing for all.

Ms. Gillfillan explained that San Marcos is within the Austin/Round Rock Metropolitan Statistical Area (MSA) and that we use that as our Area Median Income (AMI). Ms. Gillfillan reviewed the Continuum of Housing that is used
to address housing at various income levels. She explained that the Housing Task Force created five working groups that include:
1. Preventing Displacement
2. Facilitating New Housing
3. Long Term Affordability
4. Development Code Amendments
5. Public Outreach

Ms. Gillfillan discussed the goals of the Task Force and how these were refined. She then went into the timeline for the next steps: Public Input, during the month of May, which includes: open house, community conversations, and housing story dialogue Draft Housing Action Plan, during the month of June, which include: Task force review and Council Committee Review, Public Feedback, during the month of July, which include: Open House, Community Conversations, and housing story dialogue Final Housing Action Plan, during the month of September, which involves the final recommendation from the Task Force to the City Council.
City Council consideration and adoption will be the final step before implementation that will take place in October.

Andrea Villalobos, Senior Planner, provided the public input that has occurred and will continue throughout this process. She provided that on Wednesday May 22, 2019 an Open House would be held at the San Marcos Rec Hall at 5:30 p.m. Ms. Villalobos explained that there are numerous community conversations with various groups and stakeholders and these can be facilitated by City Staff or the Housing Task Force Members.
Ms. Villalobos stated that they are asking citizens to share their housing story. She explained that this could be why you love living in San Marcos? What are housing challenges? These stories will help illustrate that housing should be for all people, in all places, for all generations.

Discussion was held regarding partnerships being necessary to help solve the housing issue and why is it such a crisis nationwide.

Mollie Fitzpatrick, Managing Director, with Root Policy Research, introduced herself and provided some additional insight to the discussion regarding the housing issue and the economics that are impacting housing across the country, not just in San Marcos. Ms. Fitzpatrick reviewed the high points of the Housing Needs Assessment. Ms. Fitzpatrick discussed the demographic profile, housing profile and market analysis, community input, and key findings and action plan.
She reviewed the demographic profile which included population and household and income and employment. Ms. Fitzpatrick reviewed the Housing & Affordability. Discussion was held related to the data provided regarding Housing Stock. Data was taken from American Community Survey which is a Census product. Staff will look into what data we have related the number of units (single family and multi-family) that are available in San Marcos. Ms. Fitzpatrick will send the raw data to Staff for distribution to the Council.

Ms. Fitzpatrick reviewed the data related to renters and owners and housing price trends. She reviewed the Rental Market and explained that the median rent in 2017 was $966 compared to 1999 was $622. She explained that 55% increase in rent compared to 37% increase in median income.

Ms. Fitzpatrick reviewed Market Gaps which compares the supply of housing at various price points to the number of households who can afford such housing. She reviewed that households paying more than 30% of their income for housing are "cost burdened". Households paying more than 50% of their income for housing are "severely cost burdened". Discussion was held regarding student loan debt burden being taken into consideration as a contributor to the additional cost burden preventing home ownership. Discussion was held regarding looking at data at the neighborhood level vs. community wide.

Council provided consensus for Staff to provide data from within the neighborhoods to show the ethnic composition of each neighborhood, what the housing prices in each neighborhood are and how they have increased over time, how the housing market (number of homes bought and sold) has impacted the neighborhood, how they have been impacted by increasing property taxes over time, and where we could potentially place housing that would be commensurate with those neighborhoods.

Ms. Fitzpatrick reviewed Incommuter Preferences. An incommuter is someone that works inside the city of San Marcos, but lives outside of the city of San Marcos. She reviewed other questions that were asked of respondents such as: Condition and Repair needs and Accessibility Improvements.

Ms. Fitzpatrick reviewed Renter and Owner Costs by years in current home, the Housing Spectrum where respondents rated on a scale of 1 to 10 of how important San Marcos' housing supply includes various types of homes, and
the Appetite for Density related to various housing types residents considered appropriate for their neighborhoods.

Ms. Fitzpatrick reviewed the top needs that were identified:
1. Additional affordable rentals for residents earning less than $25,000
2. Displacement prevention
3. Starter homes and family homes priced near or below $200,000 and increased ownership product diversity.
4. Improve condition and accessibility of existing housing stock.

Discussion was held regarding what market research that builders typically do to determine what will sell and the presence of "starter homes". Discussion was held regarding older homes being sold and then placed on the rental market instead of being owner occupied. Ms. Fitzpatrick recommended having a rental registry to track how many outside investors have purchased homes and mentioned that there are other mechanisms, such as property tax incentives, that can be used to incentivize owner occupancy.

There was no further discussion or direction.

EXECUTIVE SESSION

2. Executive Session in accordance with the following Government Code Sections:
   A. Section § 551.071 - Consultation with Attorney and Section 551.072 - Deliberations Regarding Real Property, to receive a staff briefing and to deliberate the acquisition of a public utility easement on the Gunnarson property on Ramsey Street at a location adjacent to the Hilltop Electric Substation.
   B. Section § 551.071 - Consultation with Attorney: to receive a staff briefing and deliberate regarding Martindale ETJ matters and Project Big Hat
   C. Section § 551.087 - Economic Development: to receive a staff briefing and deliberate regarding Project Big Hat

A motion was made by Mayor Pro Tem Prewitt, seconded by Deputy Mayor Pro Tem Gonzales, to enter into Executive Session at 4:15 p.m. The motion carried by the following vote:

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

   Against: 0

III. Adjournment.

The City Council returned into open session at 6:00 p.m. and Mayor Hughson adjourned the work session of the San Marcos City Council at 6:00 p.m.
I. Call To Order

With a quorum present, the regular meeting of the San Marcos City Council was called to order by Mayor Hughson at 6:06 p.m. Tuesday, May 21, 2019 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, Council Member Melissa Derrick, Mayor Jane Hughson, Council Member Ed Mihalkanin, Council Member Joca Marquez and Council Member Mark Rockeymoore

III. Invocation

    Deacon Robert Gutierrez with St. John the Evangelist Catholic Church provided the invocation.

IV. Pledges Of Allegiance - United States And Texas

    Norah Caraway, a 4th Grade student, from San Marcos Preparatory led the assembly in the pledges of allegiance.

V. 30 Minute Citizen Comment Period

    Sarah Simpson, spoke on Agenda Item #1, the CIP update. She read the following comments:

    "As someone that followed the progress of the Transportation Master Plan update, I would first like to encourage you to ensure that all transportation-related CIP projects support the multimodal and safety goals of the new TMP. This document aims to get people out of their cars and into other modes of transportation and all the CIP projects that have been lined up prior to the TMP’s adoption as well as those moving forward should support this long-term vision.

    That being said, as a member of the design community, I’d also like to encourage the inclusion of more green infrastructure in CIP projects. Green infrastructure (or low impact development) - through the use of permeable..."
surfaces, biofiltration and stormwater storage - can help to capture and clean runoff, lessen localized flooding, cultivate biodiversity, reduce the urban heat island effect, and enliven public space. Particularly in a town that prioritizes the health of its local waterways, it is important that the city itself set an example that both the public and private sector can follow.

Contrary to popular belief, urban areas like our historic downtown contribute positively to regional stormwater quality first and foremost through their ability to decrease stormwater per capita and support many jobs and residents in a smaller footprint than more land consumptive development patterns. But right now there is a disconnect between downtown and the river. Generally seen as gray zones where dirty runoff is rushed away and underground into storm pipes before heading for waterways, urban areas are perceived to be at odds with ecological health.

However, this perception can change through the use of incremental green infrastructure improvements to build a better, more connected story of water cycles. And public right of way and city projects like those in the CIP are opportunities to do just that.

Rather than relying solely on hidden, upsized storm pipes or concentrated stormwater controls, green infrastructure can distribute rain load by capturing runoff closer to its point of origin and at the same time enhance public space with educational opportunities and improved aesthetics.

As it relates to the CIP, please encourage the use of urban biofiltration planters or swales along rights-of-way in lieu of typically crowned vegetated strips; permeable surfaces in projects that would otherwise call for impervious surfaces, such as the reconstruction of city parking lots (id 169); and more specifically, permeable pavers in the alley reconstruction project (id 415), not just within the section that is kissing alley but for the entire length that is being rebuilt from Hopkins to Hutchison and University. Similar sized towns across the US - like Longmont, CO and Dubuque, Iowa - have championed the use of permeable pavers in urban alleys throughout historic downtowns to lessen flooding, protect waterway health and better manage maintenance. It isn’t everyday that alleys are completely rebuilt and by taking advantage of this project to improve the unique gathering space that is Kissing Alley as well as other adjacent segments, San Marcos could learn from and launch into this noteworthy network of cities that are using green alleys to make communities more resilient. Thank you for your review of this matter."
Sara Lee Underwood-Myers, stated we need to appreciate and uplift staff and those that serve in office. She thanked Sergeant Mobley for his 37 years of service. She stated that when she hears other people slam departments but she wants to say thank you. She transitioned her comments towards the Belvin Street Project and said we do not need to get this wrong. She spoke about River Road and how it was reshifted and this is what contributed to flooding. She stated this is mental health awareness month, so we need to be respectful of our neighbors and encroaching on other people’s property.

Dr. Thomas Larsen, stated that he is representing MoveSM and made the following comments:

"After reviewing the 2019 Ten-Year Capital Improvements Program, MoveSM wishes to make the following recommendations to better align the CIP with the multimodal goals of the recently adopted Transportation Master Plan:

1. Create an Alternative Transportation Advisory Board to review and help broaden CIP project perspectives; support innovations in multimodal transportation; and ensure safe, equitable, and legible project implementation moving forward.

2. Re-evaluate the scope of all roadway-related CIP projects with a central design focus on improving safety; slowing vehicular traffic; and eliminating fatal and life-threatening crashes. Adopt a Vision Zero Safety Policy to guide this re-scoping process.

3. Prioritize CIP projects that enable mode shift and increase alternative transportation use on primary corridors. Rescope or eliminate projects that add lanes, widen roadways, induce demand and, thereby, increase long-term congestion.

4. Identify and prioritize both potential and existing CIP projects that support east-to-west alternative transportation connectivity; increase ease of use and legibility for pedestrians, cyclists and public transit users; and better link disconnected communities to downtown, the parks system and other city resources.

5. Create a downtown “safe zone” by prioritizing CIP projects that slow vehicular speeds and foster an inviting, walkable / bikeable environment in our historic city center. Supported projects include returning Guadalupe Street and LBJ Drive to two-way streets and moving away from signalized to simplified signed intersections where traffic counts allow."
6. Call for the installation of green infrastructure in city rights-of-way and at public facilities to lessen localized flooding and improve runoff quality into our natural waterways. The use of permeable pavement or pavers in the upcoming Downtown Alley Reconstruction project and city-owned parking lots are great places to start.

MoveSM thanks you for hearing these requests.

Kelly Stone, thanked Sarah Simpson for her comments. She encouraged everyone to go the Spelling Bee that will be held at the Library this Thursday. She stated she will be participating in the Texas Water Safari Spring Lake to Seadrift. She reminded the Council of the timeline they agreed to regarding a special meeting to discuss the dam. Free the River, Cape's Dam has got to go.

Rodrigo Amaya, asking the Council for assistance in getting a meeting with the City Manager. He stated that he has not received the answers to the objectives that he has brought up with the two assistant City Mangers. What will it take to get him to meet with him? Spoke on dividing leadership and provided the salaries of the City Manager and Assistant City Managers. Mr. Amaya spoke of the lack of consideration from the Water Safari kayakers and boaters on the river, as he was stated he was nearly hit while swimming. He expressed his concerns about cigarette butts all over the city and they are washing into the river. It needs to be addressed because people are not using the receptacles the City has put out.

PRESENTATIONS

1. Receive a presentation and hold discussion regarding the 10-year Capital Improvements Plan, and provide direction to the City Manager.

Laurie Moyer, Director of Engineering and CIP, provided a presentation regarding the 10 Year Capital Improvements Program. This program provides long-range planning and scheduling for capital projects and system assets and identifies options for financing projects. Only the first year CIP is approved in the budget. However the first 3-years projects are reviewed in detail and the projects out 7-10 years are less defined.

Ms. Moyer identified the various funding sources for CIP projects which include Electric Rates, W/WW Rates and Impact Fees, Drainage Utility Fee, Property and Sales Tax, and Grants or outside sources.

Projects are prioritized by a ranking criteria with certain factors to be
considered such as: Strategic Initiative, Federal/State Mandate, External Funding, Public Health/Safety, Projects underway/Previous Funding Approved, Multi Fund Project, and Operational Necessity.

This CIP presentation was made to the Planning and Zoning Commission and the following recommendations were made:

1. Move up all funding on projects #415 Downtown Alley Reconstruction and #712 Downtown Pedestrian Safety and Comfort Improvements to FY2020
2. #438 City Park ADA Playground - Add a shade structure
3. #703 Traffic Signal Synchronization and Improvements - consideration of wayfinding through online map application and intersection optimization
4. On project #415 Downtown Alley Reconstruction collaborate with Meadows Center on use of permeable pavers.
5. Consider the memo from MoveSM.

There were additions since this was brought to Planning and Zoning which include:

1. Addition of Project #750 Bugg Lane Alley, FY2020, $35K
2. Combined project #616 Cemetery Land Acquisition and #737 Cemetery Master Plan and Improvements into 1 Project, #616
3. Additional funding of $70k for #9 Airport Hanger project
4. Additional funding of $150k for #678 Network Cabling Infrastructure for City Facilities - Bond (for FS#2)

Council would like to go back to including a column regarding the Comp Plan Goals on the prioritization spreadsheet. This can happen next year, but they would like to see it moving forward. Staff will update accordingly.

Council was concerned the Stormwater Projects were removed from the strategic initiatives, but want to ensure these projects are still a priority. Ms. Moyer stated these are still on the ongoing list of initiatives and will be included in the presentation when it is brought forward in June.

2. Receive a Staff presentation and hold discussion regarding the Purgatory Creek Improvement Capital Improvement Project, and provide direction to Staff.

John Espinoza, Project Engineer, provided a brief update on the Purgatory Creek Improvement Capital Improvement Project. Mr. Espinoza discussed the project purpose and project status.
During the presentation Mayor Hughson asked about the 90 structures that the map legend shows "90 structures removed" in Phase 1 of this project. Mr. Espinoza indicated these 90 structures will remain; they were only removed from the floodway. Council asked this be indicated within the presentation correctly. Staff will update as requested.

Mr. Espinoza continued the presentation and discussed funding and the next steps in the project which include:

**Phase 1 Area (Johnson Avenue to San Marcos River)**
- Change In Service to engineering contract to complete the Design, Permitting, and Right-of-way & easement determinations
- Explore funding opportunities
- Construction: 2021

**Phase 2 Area (Wonder World Drive to San Marcos River)**
- Funding dependent
- Design: Fiscal Year 2021
- Construction: Fiscal Year 2023

Council Member Derrick asked Staff to discuss this project at future open houses that relate to American with Disabilities Act (ADA) access and include, on social media, trail access as they become available. Mr. Espinosa responded that the trails will be mostly on the banks and will be accessible.

Council consensus is to move forward, as presented, with the project.

**CONSENT AGENDA**

Greg Schwarz, Senior Engineer, provided a brief presentation regarding this item.

A motion was made by Council Member Gonzales, seconded by Council Member Derrick, to approve the consent agenda, with the exception of items #4, 7, 10, 11, 12, 14, and 18, which were pulled and considered separately. The motion carried by the following vote:

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

**Against:** 0

3. Consider approval, by motion, of the following meeting Minutes:
   A) April 24, 2019 Special Meeting Minutes
4. Consider approval of Ordinance 2019-12, on the second of two readings, adopting the 2019 Parks, Recreation and Open Space Master Plan; including procedural provisions; and providing an effective date.

A motion was made by Council Member Rockeymoore, seconded by Mayor Pro Tem Prewitt, to approve Ordinance 2019-12, on the second of two readings.

Drew Wells, Interim Director of Community Services, answered a question from Mayor Pro Tem Prewitt regarding design of the trail systems. He noted that this map is pulled from the Transportation Master Plan and must match that map.

He addressed concerns regarding citizens that may be directly affected by construction of a trail. A memo will be sent to Council regarding a timeline of when trails will be implemented. Mayor Pro Tem Prewitt, asked that the trail systems map state conceptual only. Alignment shifts can be made by Staff and if Council would like to make a change they can do so. Laurie Moyer, Director of Engineering, stated she will change this map within the Transportation Master Plan as well.

Council consensus is to include CONCEPTUAL ONLY on the map.

The motion to approve carried by the following vote:

<table>
<thead>
<tr>
<th>For:</th>
<th>7 - Mayor Pro Tem Prewitt, Council Member Gonzales, Council Member Derrick, Mayor Hughson, Council Member Mihalkanin, Council Member Marquez and Council Member Rockeymoore</th>
</tr>
</thead>
<tbody>
<tr>
<td>Against:</td>
<td>0-------------------------------------------------------------------------------------------------</td>
</tr>
</tbody>
</table>

5. Consider approval of Ordinance 2019-13, on the second of two readings, updating and revising Chapter 18, Article 3, Food Establishments and Food Vending Machines, of the City Code by repealing the current provisions and replacing them with provisions consistent with State law governing food establishments; including procedural provisions; and providing an effective date.

6. Consider approval of Ordinance 2019-14, on the second of two readings, amending the Official Zoning Map of the City by rezoning an approximately 8.1 acre tract of land, being Lot 1, Block A, Uniprop Subdivision, located at 2821 Leah Avenue, from “FD” Future Development District to “LI” Light Industrial District; and including procedural provisions.

7. Consider approval of Resolution 2019-86R, awarding a Design-Build Construction
Agreement to Flintco, LLC. in the amount of $359,357.00 for pre-construction phase services for the new Fire Station No. 2 approved as part of the City’s 2017 Bond Program; authorizing the City Manager to execute the agreement on behalf of the city; and declaring an effective date.

A motion was made by Council Member Mihalkanin, seconded by Council Member Derrick, to approve Resolution 2019-86R. The motion carried by the following vote:

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

**Against:** 0

8. Consider approval of Resolution 2019-87R, approving an agreement with Locus Technologies for the purchase of EIM Water Quality Management Software in the total estimated amount of $65,141.00 through the General Services Administration Contract; authorizing the City Manager or his designee to sign the agreement on behalf of the City; and declaring an effective date.

9. Consider approval of Resolution 2019-88R, approving the first Change in Service to the contract with Volkert, Inc (Contract No. 218-413) related to the TxDOT Mobility IH-35: SH-80 to RM 12 project to add engineering design services for additional Water and Wastewater Pipeline Improvements in the amount of $66,525.32; authorizing the City Manager or his designee to execute the appropriate documents to implement the change in service; and declaring an effective date.

10. Consider approval of Resolution 2019-89R, approving a contract with Eggemeyer Land Clearing, LLC., for wood grinding services in an estimated annual amount of $40,000.00; authorizing the City Manager or his designee to execute the contract on behalf of the City; and declaring an effective date.

A motion was made by Council Member Gonzales, seconded by Council Member Derrick, to approve Resolution 2019-89R. The motion carried by the following vote:

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

**Against:** 0

11. Consider approval of Resolution 2019-90R, approving an Interlocal Agreement with the Capital Area Metropolitan Planning Organization (CAMPO) relating to a Platinum Planning Study grant to enhance Multimodal Transportation in the City of San Marcos and Capital Area; authorizing the City’s cost participation of up to $200,000; authorizing the Mayor to execute the agreement on behalf of the City; and declaring an effective date.

A motion was made by Council Member Gonzales, seconded by Mayor Pro...
Tem Prewitt, to approve Resolution 2019-90R.

Laurie Moyer, Director of Engineering and CIP, provided a brief update regarding the Interlocal Agreement (ILA) with the Capital Area Metropolitan Planning Organization (CAMPO) relating to a Platinum Planning Study grant to enhance Multimodal Transportation in the City of San Marcos and Capital Area.

In December of 2017 the City applied for several Capital Area Metropolitan Planning Organization (CAMPO) grants for Platinum Planning Program studies on the following:
- Downtown & Midtown Centers
- Guadalupe Street/SH 123 Corridor (University to FM110)
- Hopkins St/SH80 Corridor (SH21 to FM 1984)
- North-South Arterial Corridor (SH21 extension to Posey)

CAMPO awarded the City a single sub-regional study grant to cover all of the requests. This ILA covers the conditions of the grant, scope of work and cost participation. The grant is in the amount of $850,000 with the City’s participation in the amount of 20% or $170,000. Staff is requesting authorization for participation up to the City’s full budget amount of $200,000 so that if the City desires additional economic or other analysis it can be included without bringing the ILA back for amendment.

CAMPO staff will manage the contract with a Steering Committee representing CAMPO, City, TxDOT and other stakeholders. The process will include:
- Public participation
- Existing Conditions & Needs Assessment
- Development of Concept Plans
- Draft Recommendations, Implementation Strategies and Prioritization
- Final Report with Recommendations

The outcome of the study will provide a vision for the study area and a prioritized list of projects which the City can then pursue for subsequent CAMPO funding. It will also allow the City to have a more informed discussion with TxDOT on the potential “turn-back” of these TxDOT corridors for City ownership. The study is expected to begin this fall and take approximately 9 months to complete.
The motion to approve carried by the following vote:

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

Against: 0

12. Consider approval of Resolution 2019-91R, approving a contract with Enterprise Fleet Management, Inc. through the Interlocal Purchasing System, TIPS, for the lease of 49 light vehicles and the purchase of miscellaneous equipment for maintenance in the estimated amount of $2,000,000.00; authorizing the City Manager or his designee to execute the contract on behalf of the City; and declaring an effective date.

A motion was made by Council Member Mihalkanin, seconded by Mayor Pro Tem Prewitt, to approve Resolution 2019-91R.

Heather Hurlbert, Finance Director, addressed a question regarding leasing versus purchasing of fleet vehicles and possible savings through the program. Ms. Hurlbert stated that in 2014, the City began participating in a Fleet Management contract with Enterprise Fleet Management, Inc. for the leasing of vehicles. Enterprise presented a citywide fleet management proposal to staff after the successful leasing of the vehicles. The City has over one hundred fifty (150) light vehicles in the general fund and enterprise funds fleet and has faced budgetary challenges in replacing the vehicles according to the adopted replacement schedules.

Through the Fleet Management program with Enterprise, light, non-pursuit rated vehicles are directly bought from the manufacturer at government pricing or better with all applicable rebates applied. A leasing factor is applied to the purchasing price and annual lease payments are set. The City will buy and install any aftermarket equipment and this equipment will not be included in the recurring annual lease amount but is included in the contracted amount with Enterprise. The vehicles will be replaced on a five-year schedule. At the conclusion of the lease, the vehicles are sold on the open market and the equity is rolled into the next five-year lease. It is not yet easy to provide the actual savings amount using the lease program because we have a new work order system. She hopes to have more information next year.

All maintenance is included in the annual lease payment with the exception of tires and Enterprise contracts with local vendors for these services. By moving
the routine maintenance out of the City shop, mechanics will be able to work on larger equipment repairs that are routinely outsourced. Bringing these repairs in-house will save money on the large fleet and equipment repair.

Fiscal year 2019 is the fourth year replacements in the general have been leased instead of purchased and the third year for the enterprise funds.

This contract is brought to City Council each year for the approval of the annual vehicle allocation and contract increase. For FY19, the City will lease forty-nine (49) vehicles from Enterprise Fleet Management, Inc., with estimated annual lease payments in the amount of $370,000 per year, the purchase of equipment the first year estimated at $150,000 totaling an estimated $2,000,000 for the five (5) year period.

Council inquired about the cost of transitioning and obtaining electric fleet. Staff stated there is an extra cost, but an email will be sent to Council regarding these costs.

The motion to approve carried by the following vote:

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

Against: 0

13. Consider approval of Resolution 2019-92R, approving the appointment of the Animal Control Supervisor as the temporary Local Rabies Control Authority as required by Texas Health and Safety Code section 826.017 until the Animal Services Manager position is filled; and declaring an effective date.

14. Consider approval of Resolution 2019-93R, approving amendments to the Affordable/Workforce Housing Policy relating to the criteria for the City Council’s consideration of support for low-income housing tax credit projects by adding a criterion for a project that includes support services providing flexible voluntary social, economic, or education benefits to residents, and by requiring that projects meet six out of nine criteria to qualify for support; and declaring an effective date.

A motion was made by Council Member Mihalkanin, seconded by Council Member Derrick, to approve Resolution 2019-93R.

Mayor Pro Tem Prewitt proposed staff add language regarding transitional
housing. Discussion was held regarding possible tax credits to assist those trying to get to the next stage and out of transitional housing to apartments. Transitional housing is typically for a 12-24 month period, but if resources are no longer needed it will leave space for the next person or family in need. If would be great if the community could have something they could move onto such as short term 3-6 month or month to month rental units. Consensus from council is to have staff propose language that supports this and return this item to the agenda at that time.

Council would like to get an update on how affordable housing is going with the County and School District. Staff will provide a memo to Council.

The motion to approve carried by the following vote:

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

Against: 0

15. Consider approval of Resolution 2019-94R, providing no objection to the submission of an application for low income housing tax credits to the Texas Department of Housing and Community Affairs for the proposed Riverstone Multifamily Housing Project located at 1430 Wonder World Drive; approving findings related to such application; imposing conditions for such non objection; providing authorizations for execution or submission of documents related to the such application; and declaring an effective date.

16. Consider approval of Resolution 2019-95R, approving the City of San Marcos Environmental Health Food Establishment Fee Schedule; and declaring an effective date.

17. Consider approval of Resolution 2019-96R, committing to a contribution of $9,994.00 to the Capital Area Council of Governments (CAPCOG) Clean Air Coalition in support of the Regional Air Quality Plan.

18. Consider approval, by motion, of Change Order No. 2 for Contract 218-010, with Smith Contracting Co., Inc. for Sanitary Sewer and Water Line Relocation/Replacement, Hutchison Biofiltration Pond Improvements, and IT Conduit Installation to be added to the CM Allen Roadway Reconstruction Project in the amount of $365,840.00.

A motion was made by Mayor Pro Tem Prewitt, seconded by Council Member Rockeymoore, to approve this Change Order No. 2, with Smith Contracting Co.

Greg Schwarz, Senior Engineer, provided a brief presentation regarding the Sanitary Sewer and Water Line Relocation/Replacement, Hutchinson Biofiltration Pond Improvements, and IT Conduit Installation to the CM
Allen Roadway Reconstruction Project. Mr. Schwarz discussed the additional work added, the revised completion schedule, and summer event coordination.

Due to additional work and rain days the schedule for completion has been revised. The roadway will be open by mid October 2019 with final completion expected mid November 2019. There will be summer event coordination, communication of event access, and looking into providing crosswalk at Hopkins.

The motion to approve carried by the following vote:

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

Against:  0

NON-CONSENT AGENDA

19. Consider approval of Ordinance 2019-15, on the first of two readings, amending Chapter 2, Article 3, Division 19 Economic Development Board of the San Marcos City Code by; amending section 2.369 - created; composition; terms; officers; including procedural provisions and providing an effective date.

A motion was made by Council Member Mihalkanin, seconded by Mayor Pro Tem Prewitt, to approve Ordinance 2019-15, on the first of two readings. The motion carried by the following vote:

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

Against:  0

20. Consider approval of Ordinance 2019-16, on first and final reading, authorizing the issuance and sale of approximately $31,000,000 of Combination Tax and Revenue Certificates of Obligation, Series 2019 for constructing, improving, designing and equipping the City's (1) water and waste water system including meter upgrades, system operating software, water quality improvements and utility relocation; (2) electric utility system including master planning and studies, utility relocation, and meter upgrades; (3) streets including related drainage, sidewalks, bicycle and pedestrian improvements; (4) municipal buildings to include the City Hall, Library and Charles S. Cock House; (5) drainage and flood control facilities; (6) San Marcos Regional Airport; (7) public safety facilities to include police and fire station improvements; (8) fiber optic infrastructure equipment; (9) recreational facilities including the sports complex and city parks; (10) land acquisition for a City Cemetery; and (11) the payment of professional services in connection therewith including legal, fiscal and engineering fees and the costs of issuing the certificates of obligation; and providing for adoption of this Ordinance on one reading
only in accordance with State Law; and authorizing other matters relating to the certificates.

Dan Wegmiller, Financial Advisor, with Specialized Finance provided the affirmed bond rating of AA for San Marcos and provided information on the competitive sale of Certificate of Obligation Bonds (CO) to fund the FY2019 Capital Improvement Projects.

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

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

21. Consider approval, by motion, authorizing negotiations of a Development Agreement requested by Warner Land Advisors, L.P., on behalf of the Freeman Educational Foundation, for PDA-19-01 (Cresta Verde), approximately 813.51 acres out of the John Carson Survey No. 3, the Patrick McGreal Survey No. 1, the Johns Williams Abstract No. 490, the Thomas H.W. Forsith Survey No. 2, and the John Maxamillin Jr Survey no. 15 located at 2510 Ranch Road 12; and consider the appointment of a Council Committee to review aforementioned Development Agreement, if desired.

Shannon Mattingly, Director of Planning and Development Services, provided a presentation regarding the authorization to negotiate a Development Agreement for approximately 813 acres that abuts Country Estates and consists of mixed use, single family, and multi-family. Ms. Mattingly provided the conceptual plan,

Steve Sallman, President of Warner Land Advisors, Ltd, made a few remarks regarding this property. Mr. Sallman is seeking approval of a development agreement to negotiate future land use of this property.

A motion was made by Council Member Rockeymoore, seconded by Council Member Gonzales, to form a committee, consisting of Mayor Hughson and Deputy Mayor Pro Tem Gonzales, to review this development agreement further. The motion carried by the following vote:

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

22. City Council Reports:
a) Mayor Hughson will provide a brief update regarding her membership on various Capital Area Council of Governments (CAPCOG) committees.

b) Mayor Hughson will provide a brief update related to her membership on the Capital Area Metro Planning Organization (CAMPO).

c) Mayor Hughson and Council Member Rockeymoore will provide a brief update related to their membership on the Alliance Regional Water Authority (ARWA) Board of Directors.

d) Mayor Hughson will provide a brief update regarding her participation in this year’s Texas Municipal League Leadership Academy.

e) Council Member Derrick will provide a brief update regarding her membership on the San Marcos Commission for Children and Youth.

f) Mayor Pro Tem Prewitt will provide a brief update regarding her membership on the Capital Area Rural Transit (CARTS) Board.

g) Mayor Hughson, Mayor Pro Tem Prewitt, Council Member Derrick and Council Member Rockeymoore will provide a brief update regarding the recent Federal Legislative Delegation trip to Washington D.C.

h) Mayor Hughson and Council Member Derrick will provide a brief update on the San Marcos Chamber 2019 Inter-City Visit trip to Utah.

Mayor Hughson suggested linking reports to the City Council webpages so citizens can access and stay informed with the various meetings and committees Council attends. The Mayor, the Mayor Pro Tem, and the Deputy Mayor Pro Tem will bring back options.

A motion was made by Council Member Derrick, seconded by Mayor Pro Tem Prewitt, to postpone the City Council Reports to the June 4, 2019 Regular City Council Meeting. The motion carried by the following vote:

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

Against: 0

EXECUTIVE SESSION

23. Executive Session in accordance with the following Government Code Sections:
   A. Section § 551.071 - Consultation with Attorney and Section 551.072 - Deliberations Regarding Real Property, to receive a staff briefing and to deliberate the acquisition of a public utility easement on the Gunnarson property on Ramsey Street at a location adjacent to the Hilltop Electric Substation.
   B. Section § 551.071 - Consultation with Attorney: to receive a staff briefing and deliberate regarding Martindale ETJ matters and Project Big Hat
   C. Section § 551.087 - Economic Development: to receive a staff briefing and deliberate regarding Project Big Hat

A motion was made by Council Member Mihalkanin, seconded by Mayor Pro Tem Prewitt, to enter into Executive Session at 9:15 p.m. The motion carried
by the following vote:

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

Against: 0

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

A. Section § 551.071 - Consultation with Attorney and Section 551.072 - Deliberations Regarding Real Property, to receive a staff briefing and to deliberate the acquisition of a public utility easement on the Gunnarson property on Ramsey Street at a location adjacent to the Hilltop Electric Substation.

B. Section § 551.071 - Consultation with Attorney: to receive a staff briefing and deliberate regarding Martindale ETJ matters and Project Big Hat

C. Section § 551.087 - Economic Development: to receive a staff briefing and deliberate regarding Project Big Hat

Council returned to open session at 11:52 p.m. Mayor Hughson stated direction was provided to Staff during Executive Session on the following items:

A. Section § 551.071 - Consultation with Attorney and Section 551.072 - Deliberations Regarding Real Property, to receive a staff briefing and to deliberate the acquisition of a public utility easement on the Gunnarson property on Ramsey Street at a location adjacent to the Hilltop Electric Substation.

B. Section § 551.071 - Consultation with Attorney: to receive a staff briefing and deliberate regarding Martindale ETJ matters and Project Big Hat

C. Section § 551.087 - Economic Development: to receive a staff briefing and deliberate regarding Project Big Hat.

VI. Question and Answer Session with Press and Public.

None.

VII. Adjournment.

A motion was made by Council Member Mihalkanin, seconded by Mayor Pro Tem Prewitt to adjourn the Regular Meeting of the San Marcos City Council at 11:54 p.m. The motion carried by the following vote:

For: 6 - Mayor Pro Tem Prewitt, Council Member Gonzales, Mayor Hughson, Council Member Mihalkanin, Council Member Marquez and Council Member Rockeymoore
Against: 0

Absent: 1 - Council Member Derrick

Jamie Lee Case, TRMC, City Clerk
Jane Hughson, Mayor
AGENDA CAPTION:
Consider approval of Ordinance 2019-15, on the second of two readings, amending Chapter 2, Article 3, Division 19 Economic Development Board of the San Marcos City Code by; amending section 2.369 - created; composition; terms; officers; including procedural provisions and providing an effective date.

Meeting date:  June 4, 2019

Department:  City Clerk

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

Fiscal Note:
Prior Council Action: The City Council amended the Ordinance in 2015 by changing the membership from 13 to 12 members, 8 of which must reside in the City of San Marcos, removing the mayor and a citizen at large position and adding a small business owner position that is a resident of the City and the Greater San Marcos Partnership President as an ex officio non-voting member

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

Comprehensive Plan Element(s):  [Please select the Plan element(s) and Goal # from dropdown menu below]
☐ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☐ Land Use - Choose an item.
☐ Neighborhoods & Housing - Choose an item.
☐ Parks, Public Spaces & Facilities - Choose an item.
☐ Transportation - Choose an item.
Background Information:
The City Council discussed amending the Economic Development Board Ordinance to add a representative from San Marcos Consolidated School District (SMCISD) during the April 16, 2019 Regular City Council meeting. Section 2.369 of the Ordinance has been amended by adding a San Marcos Consolidated Independent School District (SMCISD) Representative to the Board, and is attached for Council’s consideration.

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.
ORDINANCE 2019-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING CHAPTER 2, ARTICLE 3, DIVISION 19 ECONOMIC DEVELOPMENT BOARD OF THE SAN MARCOS CITY CODE BY; AMENDING SECTION 2.369 – CREATED; COMPOSITION; TERMS; OFFICERS; INCLUDING PROCEDURAL PROVISIONS AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Section 2.369 of the San Marcos City Code pertaining to the Economic Development Board is hereby amended to read as follows (Added text is indicated by underlining. Deleted text is indicated by strikethrough)

Sec. 2.369. - Created; composition; terms; officers.

(a) The economic development board is created, composed of 12 members consisting of 11 voting members and one non-voting members, eight must be residents of the city, as follows:

<table>
<thead>
<tr>
<th>No. of appts.</th>
<th>Position/Representing</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CEO or senior management staff member of financial institution working in the city</td>
</tr>
<tr>
<td>1</td>
<td>CEO or senior management staff member of large company (100+ employees) working in the city</td>
</tr>
<tr>
<td>1</td>
<td>CEO or senior management staff member of a medium company (26—100 employees) working in the city</td>
</tr>
<tr>
<td>1</td>
<td>CEO or senior management staff member of manufacturing firm working in the city</td>
</tr>
<tr>
<td>1</td>
<td>Citizen at-large</td>
</tr>
<tr>
<td>1</td>
<td>City council member (ex officio voting member)</td>
</tr>
<tr>
<td>1</td>
<td>City manager (ex officio voting member)</td>
</tr>
<tr>
<td></td>
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<tr>
<td>---</td>
<td>-------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>1</td>
<td>Hays County (designated by commissioner’s court and confirmed by council)</td>
</tr>
<tr>
<td>1</td>
<td>President of the Greater San Marcos Partnership (ex officio non-voting member)</td>
</tr>
<tr>
<td>2</td>
<td>Small business owners with (1—25 employees) in the city that are citizens of San Marcos.</td>
</tr>
<tr>
<td>1</td>
<td>San Marcos Area Chamber of Commerce Representative (designated by the chamber of commerce and confirmed by the council, must be a resident of the city)</td>
</tr>
<tr>
<td>1</td>
<td>San Marcos Consolidated Independent School District (SMCISD) Representative (designated by SMCISD and confirmed by council.)</td>
</tr>
</tbody>
</table>

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

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

**SECTION 4.** This Ordinance will take effect immediately following its adoption on second reading.

**PASSED AND APPROVED** on first reading on May 21, 2019

**PASSED, APPROVED AND ADOPTED** on June 4, 2019

Jane Hughson  
Mayor

Attest:  
Approved:

Jamie Lee Case  
City Clerk

Michael J. Cosentino  
City Attorney
AGENDA CAPTION:
Consider approval of Resolution 2019-97R, approving the purchase of four drones and associated equipment from Fix In A Zip, LLC., through the Interlocal Purchasing System (TIPS) Cooperative Contract No. 180-102 in an amount not to exceed $65,000.00 in order to allow the Police Department to participate in the Hays County Unmanned Robotics Team; authorizing the City Manager or his designee to execute all appropriate documents on behalf of the City; and declaring an effective date.

Meeting date: June 4, 2019

Department: Police Department - Chase Stapp, Chief of Police (by Lynda Williams, Purchasing Manager)

Amount & Source of Funding
Funds Required: $64,540.82
Account Number: 12052230 60125
Funds Available: $64,540.82
Account Name: State Seized Assets

Fiscal Note:
Prior Council Action: The City Council approved a budget amendment during their regular meeting on March 5, 2019 to allow the use of seized asset funds for this purchase in an amount not to exceed $65,000.

City Council Strategic Initiative: N/A
Choose an item.

Comprehensive Plan Element(s): ☒ Not Applicable

Master Plan: N/A

Background Information:
On March 5, 2019, City Council approved the City’s participation in establishing the Hays County Unmanned Robotics Team in cooperation with Hays County for the purpose of investigating crime scenes, accidents, natural and manmade disasters, damage assessment and rescue. During that same meeting, Council also approved a budget amendment to the FY19 Budget to allow for the use of seized asset funds for this purchase in an amount not to exceed $65,000.

As a result, to become an active member on this team, the Police Department will purchase four drones and associated equipment through vendor, Fix In A Zip LLC, Lubbock, Texas, through TIPS cooperative contract
The City of San Marcos is authorized by Local Government Code, Chapter 271, to participate in cooperative purchasing programs.

Uses for this equipment include documentation of crime scenes, accident scenes, natural and manmade disasters, damage assessment, rescue and assisting Emergency Management and the Fire Department. These aircraft will allow specially trained and federally licensed members of the Police Department to support our operations in ways that previously would have required assistance from manned aircraft from neighboring agencies. In addition, this equipment and our pilots will be available to assist other City departments with tasks such as project photography and video documentation, damage assessments, and site surveying.

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

N/A

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

**Recommendation:**

Staff recommends approval of contract 219-272 with Fix In A Zip LLC, Lubbock, Texas in the amount of $64,540.82.
RESOLUTION NO. 2019-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING THE PURCHASE OF FOUR DRONES AND ASSOCIATED EQUIPMENT FROM FIX IN A ZIP, LLC, THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS) COOPERATIVE CONTRACT (180-102) IN AN AMOUNT NOT TO EXCEED $65,000 IN ORDER TO ALLOW THE POLICE DEPARTMENT TO PARTICIPATE IN THE HAYS COUNTY UNMANNED ROBOTICS TEAM; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL APPROPRIATE 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 purchase of four drones and associated equipment from Fix In A Zip, LLC., through The Interlocal Purchasing System (TIPS) Cooperative Contract No. 180-102 in an amount not to exceed $65,000.00 in order to allow the Police Department to participate in the Hays County Unmanned Robotics Team is hereby approved.

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

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

ADOPTED on June 4, 2019.

Jane Hughson
Mayor

Attest:

Jamie Lee Case
City Clerk
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit Cost</th>
<th>Quantity</th>
<th>Line Total</th>
</tr>
</thead>
<tbody>
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<td>$199.00</td>
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<tr>
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<tr>
<td>DJI Mavic 2 Enterprise battery Part#2</td>
<td>DJI Mavic 2 Enterprise battery Part#2 CP.EN.00000069.01</td>
<td>$169.00</td>
<td>8.0</td>
<td>$1,352.00</td>
</tr>
<tr>
<td>DJI Mavic 2 - Battery Charging Hub - Part#10</td>
<td>DJI Mavic 2 - Battery Charging Hub - Part#10 Part# CP.MA.00000056.01</td>
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<td>DJI Mavic 2 Low-Noise Propellers - Part 13</td>
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<td>$12.00</td>
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<tr>
<td>DJI Crystal Sky 5.5&quot; High-Brightness Monitor</td>
<td>Bright 1000 cd/m2 LCD Screen * 1920 x 1080 Screen Resolution * 4K HDMI Output * Video Recording to Dual microSD Cards. Part#CP.BX.000222</td>
<td>$469.00</td>
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<td>DJI TB55 Battery</td>
<td>DJI Matrice M200/210/210RTK Single Battery TB55 Part #CP.SB.000373</td>
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<td>GPC DiJ Matrice M210/200 RTK</td>
<td>GPC DiJ Matrice M210/200 RTK GPC-DJI-M210-XTS</td>
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<tr>
<td>DJI Zenmuse X5s</td>
<td>Camera, lens,</td>
<td>$1,899.00</td>
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<td>DJI Zenmuse Z30 Lens</td>
<td>Zenmuse Camera lens Part#CP.ZM.000506</td>
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<tr>
<td>DJI Zenmuse XT2 Thermal \ Optical Combination FZXT2A13FR 640x512 30Hz</td>
<td>DJI Zenmuse XT2 Thermal \ Optical Combination FZXT2A13FR 640x512 30Hz Part# CP.HY.00000086.01</td>
<td>$13,200.00</td>
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<tr>
<td>DJI Charge Hub PART# 08 Inspire2 M200/210 Inspire</td>
<td>DJI Intelligent Flight Battery Charger Hub Part#08 Inspire2 M200/210 Part Number CP.BX.000182</td>
<td>$119.00</td>
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<tr>
<td>DJI AC 180 watt Power Cable (USA&amp;Canada) Inspire 1/2/M200/210 PART4</td>
<td>Inspire 1/2/M200/210 PART4 180W AC Power Adaptor Cable (USA&amp;Canada) Part#CP.BX.000012</td>
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<td>Unit Price</td>
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<td>PART04-1760S Quick Release Propeller</td>
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<tr>
<td>ResQBeacon - Blue/Red</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DJI MATRICE M200 V2NA©COMBO (SP)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DJI MATRICE M200 V2NA©COMBO (SP) &quot;In the box: Aircraft Body *1 Remote Controller *1 Landing Gear *2 Propellers (Pair) *4 TB50 Intelligent Flight Battery *2 Battery Charger *1 Charging Hub *1 Power Cable *1 USB Cable (with Double A Ports) *1 Micro SD Card (16GB) *1 Carrying Case *1 Gimbal Damper *3 Propeller Mounting Plates *1 Vision System Calibration Plate *1 Battery Insulation Sticker *4&quot;</td>
<td>CP.SB.000382</td>
<td>4.0</td>
<td>$6,700.00</td>
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<tr>
<td>DJI Crystalsky Display (7.85)</td>
<td></td>
<td></td>
<td>$699.00</td>
<td>$699.00</td>
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<tr>
<td>DJI Inspire 2 PART07 180W Power Adaptor (without AC cable)</td>
<td></td>
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<tr>
<td>MavMount 3.0 (Black) Crystalsky</td>
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<td></td>
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<tr>
<td>Complimentary FIZUAS Consultant In-Person Setup and Equipment Orientation Done at Location of DPS Choice - Barry Moore Originally $3,500.00, less discount of 100%</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>TIPS CONTRACT #180102</td>
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<td>-$4,290.18</td>
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**THIS IS AN ESTIMATE**

Disclaimer
The prices provided above are estimates and are subject to change
due to changes in manufacturer pricing and fluctuations in shipping costs.

Signed: ___________________________  Date: ________________
File #: Res. 2019-98R, Version: 1

AGENDA CAPTION:
Consider approval of Resolution 2019-98R, awarding a Design-Build Construction Agreement to JE Dunn-PGAL, Inc (JE Dunn Construction) in the amount of $786,300.00 for pre-construction phase services for expansion and renovation of the San Marcos Public Library; authorizing the City Manager to execute the agreement on behalf of the City; and declaring an effective date.
Meeting date: June 4, 2019

Department: San Marcos Public Library - Diane Insley, Director (by Lynda Williams, Purchasing Manager)

Amount & Source of Funding
Funds Required: $786,300
Account Number: G106.general.design
Funds Available: $786,300
Account Name: 2017 GO Bond-Library Expansion-Design

Fiscal Note:
Prior Council Action: February 2, 2017 (First Reading) and February 15, 2017 (Second Reading): Approved Ordinance 2017-06 calling a Bond Election for Public Safety Facilities in the aggregate amount of $17,450,000 and Library Improvements in the aggregate amount of $14,750,000. August 21, 2018: Approval of Design Build procurement and delivery method for Library Expansion and Renovation.

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

Comprehensive Plan Element(s): [Please select the Plan element(s) and Goal # from dropdown menu below]
☐ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☐ Land Use - Choose an item.
☐ Neighborhoods & Housing - Choose an item.
Background Information:
The proposed design build agreement for the Expansion and Renovation of the San Marcos Public Library is the third contract award of the 2017 Bond initiatives presented for City Council approval. The Expansion and Renovation of the Public Library will allow more citizens to benefit from the programs and services offered by the Library.

Under the guidance of the City's Bond Program Manager, Jacobs Project Management Company (Jacobs), the City issued a Request for Qualifications (RFQ) for the selection of a qualified Design Build firm to design and construct the expansion and renovation of the San Marcos Public Library. Six (6) Statements of Qualifications (SOQs) were received and evaluated by an evaluation committee of City staff and Jacobs. Resulting from the evaluations, three firms were shortlisted based on their scores and ranking. The three firms, Flintco, LLC - Lawrence Group; JE Dunn - PGAL, Inc.; and Turner - Page, were invited to respond to Step 2 of the solicitation/evaluation process. In Step 2, the firms provided detailed responses which addressed their recommended plan for the execution of the project including proposed design concepts, a design and construction schedule, quality assurance and quality control plans, budget and costing methodologies, and lastly, JE Dunn Construction and Flintco, LLC were interviewed, with Turner Construction declining to interview and withdrawing their submission. The Evaluation Committees’ final scores resulted in the top-ranked firm, JE Dunn Construction, Austin, Texas. Following, contract negotiations lead by Jacobs, the Evaluation Committee recommends award of a Design Build Agreement to JE Dunn Construction (JE Dunn) in the amount of $786,300.00 for Preconstruction Phase Services to include design development, constructability reviews, cost estimating/budgeting, and the development of construction trade packages leading up to the construction phase.

The Design Builder, JE Dunn has committed to providing the City with a Guaranteed Maximum Price (GMP) proposal for review and negotiation within 90 days of Notice to Proceed. A GMP is the total cost of work comprised of design, design builder fee, construction contingency, and general conditions costs. A negotiated GMP will be presented to City Council for approval at which time the City will execute an amendment to the
Design Build Agreement and construction phase services will begin.

It is anticipated that the completion of the Library Expansion and Renovation will be Spring 2021.

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

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

**Recommendation:**
Staff recommends award of a Design Build Agreement to JE Dunn Construction in the amount of $786,300 for Preconstruction Phase Services.
RESOLUTION NO. 2019-      R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AWARDING A DESIGN-BUILD CONSTRUCTION AGREEMENT TO JE DUNN-PGAL, INC. (JE DUNN CONSTRUCTION) IN THE AMOUNT OF $786,300.00 FOR PRE-CONSTRUCTION PHASE SERVICES FOR THE EXPANSION AND RENOVATION OF THE SAN MARCOS PUBLIC LIBRARY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The award of a design-build construction agreement to JE Dunn-PGAL, Inc. (JE Dunn Construction), for pre-construction phase services for the expansion and renovation of the San Marcos Public Library in the amount of $786,300.00 (the “Agreement”) is approved.

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

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

ADOPTED on June 4, 2019.

Jane Hughson
Mayor

Attest:

Jamie Lee Case
City Clerk
City of San Marcos
2017 Bond Program

REQUEST FOR QUALIFICATIONS
FOR
DESIGN BUILDER
LIBRARY ADDITIONS/RENOVATIONS
219-126

Issued: January 13, 2019

QUALIFICATION SUBMISSIONS DUE:
February 7, 2019 Prior to 2:00 PM CTD

ISSUED BY:
City of San Marcos
Purchasing and Contracting Division
630 East Hopkins Street
San Marcos, Texas 78666
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STEP 1 ATTACHMENT:

ATTACHMENT “A” VENDOR INFORMATION QUESTIONNAIRE

STEP 2 ATTACHMENTS:

ATTACHMENT “B” – DESIGN BUILD AGREEMENT
ATTACHMENT “C” – PAYMENT BOND
ATTACHMENT “D” – PERFORMANCE BOND
ATTACHMENT “E” – GENERAL CONDITIONS
ATTACHMENT “F” – DESIGN CRITERIA PACKAGE
I. REQUEST FOR QUALIFICATIONS – DESIGN BUILD

The City of San Marcos (City) is seeking a Design Builder on the basis of qualifications and other established criteria set out in this Solicitation. This procurement will comply with applicable City policies and State of Texas law, including Texas Government Code Title 10, Subtitle F, Chapter 2269, Subchapter G: Building Using Design-Build Method. The City will select the successful Design Builder that offers the best value based on the published Evaluation Criteria and ranking.

The design-build contract will be awarded to a single entity following a two-step process using qualifications statements and responses to additional information, and optional interviews. Step 1, Request for Qualifications (RFQ), will result in the City qualifying up to a maximum of five (5) firms who will be invited to participate in Step 2. Step 2 will consist of Request for Responses to additional information as determined by the City. Resulting from evaluations of written responses, interviews, and final ranking, the City will begin contract negotiations with the top ranked firm.

The Project Budget is $14.11M. The Construction Budget is $10,481,500 which includes the construction contingency.

Contract Time is of the essence and all Work shall be substantially completed no later than 680 calendar days from written Notice to Proceed with Preliminary Phase Services, subject to change as the Preliminary Phase progresses and the schedule becomes more defined.

The City is looking for a Design Builder who is a highly skilled and experienced project team comprised of seasoned, well-rounded team members with related design-build experience for projects including city halls, libraries, public meeting spaces, law enforcement, and emergency operation facilities, as well as public service maintenance facilities.

It is the express intent to the City, that each Response as submitted be: comprehensive, prepared in good faith, present a reasonable likelihood to be developed, built and become fully operational in a reasonable length of time, and its development, design, and construction to be in full compliance with applicable laws, rules, regulations, court orders, standards and ordinances. Acceptance of any Response is expressly conditioned upon funding of the Project after approval of all documents by counsel for the City or City’s Designee. Acceptance of any Response is not acquiescence or agreement with any term or condition set forth in the Response or any proposed documents included in, or reference by, the Response.

II. SCOPE OF SERVICES

The scope of the Design-Build services consists of a remodel of the existing 27,000 square feet existing Library and new construction of a proposed 29,000 square feet expansion of the existing library located at 625 East Hopkins Street, San Marcos, Texas. The Project Background and Information is as follows:

Public Library, Design – 4-6 months, Construction – 18 to 20 months

The City is currently served by a 27,000 square foot, single-story Library, which opened in January 1994. The Library is located at 625 East Hopkins Street across the street from City Hall and next door to the San Marcos Activity Center. There are approximately 1.2 acres of vacant city-owned land immediately behind and to the east of the Library, which is available for the Library expansion.
The Library is extremely busy, with an average of over 1,100 patron visits each day and an annual circulation of 474,000. The Library sponsors a wide variety of programs which include English as a Second Language (“ESL”) and General Educational Development (“GED”) tutoring, income tax aid, computer and language classes, as well as many popular children’s programs. Total program attendance in 2017 was 51,000. The Library has 51 public access computers, wireless Internet service, and a collection of 165,000 books, DVDs, and CDs. It also houses a popular, well-used local history collection.

The Library has a public meeting room which seats about 50, a small conference room, a quiet study area and a learning center which is used for GED, ESL, and computer classes. The Library has a staff of 14 full-time employees, 13 part-time employees, and several dozen regular volunteers.

In 2014, the architectural firm of Dewberry Architects completed a Library Master Plan which called for a proposed 29,000 square feet expansion. For reference, a copy of that master plan can be accessed at the following link: http://sanmarcostx.gov/1488/Library-Expansion-Project.

The expansion of this facility would be used to create additional meeting rooms, classrooms as well as an enclosed children’s room. The project would include a parking lot expansion and drive-thru book drop.

A 30% Design Package which will be provided to the Shortlisted Finalists in Step 2 of this solicitation.

III. PRE-PROPOSAL MEETING AND SITE VISIT

A non-mandatory pre-proposal conference will be held on Monday, January 28, 2019 at 2:00 PM in the Municipal Building Human Resources Training Room, located at 630 East Hopkins St., San Marcos, TX 78666. Attendance is highly encouraged. A site visit will be part of this pre-proposal meeting. No other site visits will be conducted by the City as part of this solicitation.

IV. INSTRUCTIONS AND REQUIREMENTS FOR RESPONSES

Each Respondent must submit a full and complete response to each of the items stated in the Evaluation Criteria and must fully complying with all applicable requirements of this Solicitation. No price or cost information is to be included.

Interested Respondents are invited to submit one (1) original and four (4) copies of their Qualification Submission, and one (1) USB flash drive containing the submission in a single file searchable PDF document. Qualification Submissions should be limited to fifty (50) pages, inclusive of covers, tabs, dividers, and appendices.

To the extent permitted by law, all documents pertaining to this Solicitation will be kept confidential until a contract is awarded. No information about any submission will be released to the public until the process is complete. The City is under no obligation to return submissions.

It is the sole responsibility of the firm to ensure that its submission reaches the City’s Purchasing Division. Deliver all submissions, unless otherwise specified, to the address on the label no later than the submittal deadline. The respondent is cautioned that it is responsible for delivery to the Office of the Purchasing Manager. Therefore, if a submission is delivered by an express mail carrier or by any other means, it is the
respondent’s responsibility to ensure delivery to the address below. The City is not responsible for deliveries made to any place other than the Office of the Purchasing Manager.

Responses to both Step 1 and Step 2 must be signed by a person authorized to bind the entity responding to this Solicitation, and proof of this authority must be included in the response. Responses must contain a letter or other clear evidence of such authority, and all other information requested or required by this Solicitation, or as determined by the City. All Responses must be delivered in sealed wrappings.

Sealed Responses shall be mailed or delivered to:

Office of the Purchasing Manager
Municipal Building, 1st Floor
630 East Hopkins Street
San Marcos, Texas 78666

The City will not accept Qualification Submissions after the 2:00 PM on February 7, 2019 submittal deadline. The outermost sealed envelope/container will be labeled as such:

<table>
<thead>
<tr>
<th>SEALED QUALIFICATION SUBMISSIONS – STEP 1</th>
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<tr>
<td>SEALED PROPOSAL NO.: 219-126</td>
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<tr>
<td>PROPOSAL TITLE: Design-Build for Library Additions/Renovations</td>
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<tr>
<td>DUE DATE/TIME: February 7, 2019, 2:00 PM</td>
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</tbody>
</table>
V. EVALUATION CRITERIA – STEP 1 QUALIFICATION SUBMISSIONS

The Qualifications Submissions received will be reviewed, evaluated and ranked by the City, and/or its designees, based upon the following evaluation criteria and weighting factors. If a Respondent is unable to provide qualifications responsive to each of the criteria listed below, it will be disqualified. No other criteria or factors will be considered in Step 1.

Only the information included in the Responses to this Solicitation will be used to rank and select and shortlist the Finalists who will then be offered the opportunity to submit additional information and potentially to interview. The City will select no more than five (5) qualified Respondents (the “Finalists”) to submit responses to additional information in Step 2. The City may, at its option, request an interview with the Finalists.

<table>
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<tr>
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<th>CREDIT DESCRIPTION</th>
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<tr>
<td>1</td>
<td>PRIOR DESIGN-BUILD EXPERIENCE WITH PROJECTS OF SIMILAR SIZE, SCOPE, AND SCALE</td>
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<tr>
<td></td>
<td>Demonstrates adequate prior experience on projects of similar size, scope, and scale using the Design-Build delivery method</td>
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<tr>
<td>2</td>
<td>ORGANIZATIONAL PLAN AND PROJECT APPROACH</td>
<td>35</td>
</tr>
<tr>
<td></td>
<td>Provide evidence of the technical competence in scheduling, reporting, project controls, and quality control, including the team's safety record and policies, for similar projects. Provides evidence of the capabilities and methodology in planning, staging and delivery of recent Design Build projects.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>CAPABILITY/CAPACITY OF PERSONNEL TO PERFORM A DESIGN-BUILD PROJECT OF THIS SCOPE AND SCALE</td>
<td>25</td>
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<tr>
<td></td>
<td>Provides evidence of the team’s proposed personnel directly assigned to this project, and their ability to work to the City’s mission and goals.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>CAPABILITY/CAPACITY OF SUBCONSULTANTS TO PERFORM A DESIGN-BUILD PROJECT OF THIS SCOPE AND SCALE</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Provides evidence of the team’s consultants’ ability to work to the City’s mission and goals.</td>
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</tr>
<tr>
<td>5</td>
<td>REFERENCES</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>References provide positive feedback regarding past performance on projects listed.</td>
<td></td>
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<tr>
<td>6</td>
<td>VENDOR QUESTIONNAIRE / TEAM PROFILE</td>
<td>Yes/No</td>
</tr>
<tr>
<td></td>
<td>Provides proof of insurance, financial and legal stability, and letter of surety from bonding company for projects of similar scope and scale</td>
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<tr>
<td>7</td>
<td>FINANCIAL CAPACITY</td>
<td>Yes/No</td>
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<td>TOTAL</td>
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TOTAL: 100 points
VI. STATEMENT OF QUALIFICATIONS (SOQ) CONTENTS

In order to expedite the evaluation of qualifications, SOQ Responses will be organized in the sequence provided below. These instructions are designed to ensure the submission of information essential to the understanding and comprehensive evaluation of the proposal.

1) Executive Summary:

Provide an Executive Summary of the major features of the proposal, including any conclusions, assumptions, and general recommendations the respondent desires to make. In addition, provide the following information. The Executive Summary section is limited to a length of two (2) pages.

- The name and experience of the Design-Builder project lead.
- Confirmation that Respondent is able and willing to provide all of the services requested in this Solicitation, including design and construction in compliance with all applicable laws, rules, regulation and court orders.
- Verification that the proposed Design Builder team members are currently employed by the Respondent and a written commitment that the proposed team members will remain on the project through completion.
- Confirmation that general liability insurance, workers’ compensation, and professional liability insurance will be provided within five (5) days of notification of contract award.
- Confirmation that payment and performance bonds will be provided prior to the start of construction phase services.
- Provide proof of your Design Builder’s financial ability to perform and execute the work if selected.
- If the Design-Builder is proposing as a Joint Venture or Partnership, statement acknowledging the entity type, the individual companies that make up the entity, and the proposed split (e.g. 50:50)
- Acknowledgment of addenda if any.

2) Vendor Information Questionnaire

- Complete and submit Vendor Information Question Attachment “A”.
- Provide sufficient documentation of Respondent’s legal name and entity status signed by an authorized representative of the Respondent which clearly indicates not only the legal name and entity status, but also the capacity and authority of the person signing on behalf of Respondent.
  Accordingly, a partnership/joint venture must file its partnership/joint venture agreement; a corporation must file its articles and bylaws; a limited liability company must file its certificate of organization and article of organization and regulations; and, a limited partnership must file not only limited partnership agreement and the certificate of limited partnership, but also the documentation for its general partner. Respondent must file a copy of any assumed name certificate, or such limited portion of such documents reasonably establishing signature authority, as applicable.
3) **Prime Firm/Team Profile**

- Firm/Team name, address for local and home offices, telephone and fax numbers, and website URLs.
- Year the Firm/Team was established under the current name and type of organization. List all former names under which the Firm/Team has operated.
- List the Firm/Team’s owners, principals, and officers. Identify the principal-in-charge for the project and provide his/her contact information.
- Indicate total number of full time staff to be assigned to this engagement. List by discipline and indicate how many are licensed (architects, engineers, construction administrators, etc.)
- List professional services provided by the Firm/Team.
- Outline any judgments, claims, mediation/arbitration proceedings, and/or lawsuits, against the Firm/Team or its officers pertaining to similar services, in the past five (5) years and/or outstanding. (Additional pages are authorized if necessary to properly respond to this item)
- Describe the Firm/Team’s special qualifications, achievements, expertise, or any other relevant information applicable to the scope of services.
- Provide a summary of Experience Modification Rate (EMR) for the last three (3) years, as well as a summary of your company’s safety policies and procedures.
- Provide proof of insurance as required by this RFQ

4) **Prime Firm/Team’s Design-Build Experience**

- Provide five (5) design-build project examples performed by the Firm/Team for public/municipal clients in the last ten (10) years.
- Show one (1) design-build project per page, including the following information: project name, location, client name, Firm/Team’s role, year design started, initial project construction budget, final project construction cost, initial substantial completion date, final substantial completion date, main consultants and staff members, and name of contractor/builder.
- Describe any experience designing/building public libraries.
- Highlight relevant project features and indicate if the project won any design, planning or construction awards and/or sustainable certifications. Include graphics and/or images, at the Firm/Team’s discretion within the space limitations.

5) **Organizational Plan and Project Approach**

Provide a proposed Team Organization Chart. Identify prime and consultants’ resources. Identify key personnel. Describe the firm’s philosophy, strategy, and approach to the design and construction of municipal projects. Address how the proposed organization will accomplish quality and timely deliverables, design and construct scope within budget, minimize disruption to the existing operations, project team collaboration, safety, sustainability, estimating, scheduling, cost controls, construction, post-construction, and other critical components of a successful project. Include graphics and/or images, at the firm’s discretion within the space limitations. State if sole firms or joint
ventures/partnerships (if joint ventures/partnerships, clearly indicate past experience working together).

This section should also address the following:

- **Cost Control**
  - Describe Firm/Team’s typical cost estimating methods during the pre-construction and construction phases.
  - Describe Firm/Team’s methodology for working with the Owner and Project Manager to deliver a Guaranteed Maximum Price within budget.
  - Describe typical cost control methods during construction.
  - Describe the means of procuring subcontracts, scope confirmation, amounts, and ensuring proper payment.
  - Provide a sample of a cost estimate used to establish a contract amount from any project listed in this response.

- **Schedule Control**
  - Describe Firm/Team’s typical scheduling methods during the pre-construction and construction phases.
  - Describe typical schedule control methods during construction.
  - Give examples of how you assured timely completion of other projects, including methods for schedule recovery, if necessary. From the projects listed in this response, provide examples of how these techniques were used including specific scheduling challenges / requirements and actual solutions.
  - Describe Firm/Team’s experience with using CPM scheduling. From the projects listed in this response, provide one (1) sample of the monthly schedule reports, including identified milestones and schedule recovery plans.

6) **Personnel**

Provide qualifications/resumes of all firm’s/team’s personnel identified in the Team Organization Chart and to be assigned to the project, including overall experience, municipal experience, and prior experience in proposed role, registrations, certifications, and years with the firm. Indicate experience of the proposed personnel working as a team on previous municipal projects. Provide statement at the end of this section delineating the firm’s commitment to maintaining the proposed team, per the Organization Chart, for the duration of the project.

At a minimum, provide a full resume (educational, professional, work related history) of:

1) Firm/Team’s highest ranking officer, or highest ranking officer with direct oversight of this project (whichever is more relevant);
2) The highest ranking officer of each of Respondent’s key team members (if any);
3) Proposed Design Lead;
4) Proposed Project Manager;
5) Proposed Project Superintendent;
6) Provide a very brief summary of any appropriate factors about the qualification of Firm/Team or Firm/Team’s team members, that you believe are relevant to the consideration of you (and your team member’s) Qualification for the Project, that has not been disclosed in answer to the questions and requests listed above.
7) **Consultant Services**

Describe any prior experience working with your proposed consultants and delineate their own municipal project specific experience. Provide relevant qualifications for one key person for each consultant identified in the Team Organizational Chart and to be assigned to the project, including overall experience, municipal experience, and prior experience in proposed role, registrations, certifications, and years with the firm. This applies to the major engineering disciplines (e.g. mechanical engineer, etc.), as well as specialized consultants (e.g. IT, etc.)

8) **References**

List one reference for each project included in Section 4. Prime Firm/Team’s Design-Build Experience. The reference must have been employed by the Owner. Indicate the person’s name, client’s name and title at the time the project was ongoing, current telephone number, and email address.

9) **Financial Capacity – provide one (1) copy in separately sealed envelope**

- Include your firm’s three most recent audited financial statements including your organization’s latest balance sheet and income statement. If audited financial statements are not available, include a letter from your certified public accountant verifying how the financial statements were prepared.

- Indicate whether your company is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If so, specify date(s), details, circumstances, and prospects for resolution.
VII. SHORTLISTED / FINALISTS – STEP 2

The City will select no more than five (5) qualified Respondents to submit Responses to additional information in Step 2 (“the Finalists”). Shortlisted respondents will be evaluated and scored on the criteria listed below. The City may, at its option, request an interview with the Finalists.

The Step 2 Responses will be reviewed, evaluated and ranked by the City, and/or its designees, based upon the application of the following evaluation criteria and weighting factors. No other criteria or factors will be considered in Step 2.

City reserves the right to reject any or all Responses to Step 2 of this solicitation, and reserves the right to waive any irregularity in the Responses received.

Shortlisted Finalists are invited to submit one (1) original and four (4) copies of their Response to Step 2, one (1) USB flash drive containing the submission in a single file PDF document. Responses should be limited to twenty-five (25) pages.

Sealed Responses shall be mailed or delivered to:

Office of the Purchasing Manager
Municipal Building, 1st Floor
630 East Hopkins Street
San Marcos, Texas 78666

The anticipated date to receive responses from shortlisted firms is anticipated to be late March/early April 2019. The Purchasing Office will provide notification to Shortlisted Finalists of date and time.

The outermost sealed envelope/container will be labeled as such:

<table>
<thead>
<tr>
<th>SEALED RESPONSE – STEP 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>DO NOT OPEN</td>
</tr>
</tbody>
</table>

SEALED PROPOSAL NO.: 219-126

PROPOSAL TITLE: Design-Build for Library Renovations/Additions

DUE DATE/TIME: ________________________________
VIII. EVALUATION CRITERIA – STEP 2

Points will not roll forward from Step 1 to Step 2. All Shortlisted Finalists will start with a clean slate.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Max Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Respondent’s demonstrated competence and qualifications, safety and long-term durability, feasibility of implementing the project as proposed, and the team’s ability to meet the schedules, or costing methodology on project of similar scope and size.</td>
<td></td>
</tr>
<tr>
<td>FEASIBILITY OF IMPLEMENTING THE PROPOSED PROJECT</td>
<td>25 Points</td>
</tr>
<tr>
<td>Evaluation of the proposed project and the feasibility of implementing it as proposed by Respondent</td>
<td></td>
</tr>
<tr>
<td>SCHEDULING - CAPABILITY TO PERFORM AND MEET SCHEDULE</td>
<td>25 Points</td>
</tr>
<tr>
<td>• Technical quality of Respondent’s Proposed Schedule</td>
<td></td>
</tr>
<tr>
<td>• Respondents (and team’s) capability to deliver project on-time</td>
<td></td>
</tr>
<tr>
<td>• Feasibility of implementing Project as proposed</td>
<td></td>
</tr>
<tr>
<td>• Ability of respondent to meet schedules and estimated time for completion</td>
<td></td>
</tr>
<tr>
<td>SAFETY AND LONG-TERM DURABILITY</td>
<td>10 points</td>
</tr>
<tr>
<td>• Safety and long-term durability</td>
<td></td>
</tr>
<tr>
<td>• The extent to which the proposal meets the City’s needs</td>
<td></td>
</tr>
<tr>
<td>• Quality assurance / quality control plan</td>
<td></td>
</tr>
<tr>
<td>• Safety History and Quality of Safety Plan</td>
<td></td>
</tr>
<tr>
<td>COSTING METHODOLOGY</td>
<td>40 points</td>
</tr>
<tr>
<td>The Costing Methodology of the Respondent (policies of subcontractor markup, definition of general conditions, range of costs for general conditions, policies on retainage, policies on contingencies, discount for prompt payment, and expected staffing for administrative duties)</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>100 points</td>
</tr>
<tr>
<td>OPTIONAL INTERVIEWS</td>
<td>25 points</td>
</tr>
</tbody>
</table>

The following items are required to be submitted with the Step 2 Response. In order to expedite the evaluation of proposals, interested Design Build Teams will organize their proposal in the sequence provided below. These instructions are designed to ensure the submission of information essential to the understanding and comprehensive evaluation of the proposal package. The City will establish a deadline for submission of responses to Step 2.
1) Proposed Project

Using narratives and concept drawings (not requiring specific architecture or engineering licensure), describe your vision and approach to accomplish the project based on the Design Criteria package, including specific phasing plans. Describe why your vision for the project is unique and will generate the greatest benefit to the public. Provide details for your proposed design including the feasibility of implementing the project and how the design will be implemented.

2) Schedule, Work Plan, Sub Contractor Relations

- Explain the phasing and schedule constraints. Include options and key indicators for measuring the success of the project.
- Indicate any outreach plans for subcontractors.
- With the proposed completion date of December 2020, describe your approach to ensure timely completion of the project, taking into account City review time and quality control, and ability to construct multiple structures simultaneously, including methods for schedule recovery, if necessary.
- Describe the type of scheduling system and software.
- Describe your approach to ensure timely completion of design, buyout and construction phases.
- Explain and address how Design Builder intends to comply with all existing laws, rules or applicable municipal charters relating to the use of historically underutilized businesses.
- Provide a detailed DRAFT project schedule, with a minimum of 3 Levels of Work Breakdown Structure, to show how this project will be implemented by the expected completion date.

2) Safety, Quality Assurance/Quality Control

- Provide detailed narrative for your proposed design including how the design will perform with regards to safety and the long-term durability and benefit to the City. Include in this section a narrative that explains and compares the design to the City’s needs.
- Provide in detail your quality assurance/quality control plan for this project.

4) Budget and Costing Methodologies

- Explain your policies of subcontractor markup, definition of general conditions, range of costs for general conditions, policies on retainage, policies on contingencies, discount for prompt payment, and expected staffing for administrative duties.
- Describe any work Respondent proposes to self-perform and how Respondent will ensure competitive pricing on all bid packages, including self-performed work.
- Describe any processes, software or other tools that will be used to generate estimates, analyze alternatives, control, monitor, and report cost performance throughout this project’s duration to stay within budget.
- Describe how your design-build approach will protect the City from total project cost overrun exposure.
- Describe your methodology and process to deliver a GMP and to maintain the GMP throughout the design and construction process. Describe when in the process you will present a GMP for approval.
- Describe your design-build cost control approach and your expectation of the City’s involvement when gaps in bid packages occur after a GMP is approved and the Project does not come together as a working system due to incompletion of key elements.

IX. INTERVIEWS - 25 points max

Interviews will consist of a formal presentation and question and answer session with the Evaluation Panel. The number of firms invited to interview will depend on the scores following evaluation of the written submittals. City will consider significant gaps in point separation between the top ranked Respondents in determining the number to be interviewed. No more than five (5) firms will be invited to interview.

X. AWARD AND EXECUTION OF CONTRACT

The City reserves the right to select the Response or negotiated Response which, in its discretion is determined to provide the best value to the City and which it believes to serve its best interests and in accordance with all applicable laws, including but not limited to Texas Government Code Section 2269.

Negotiations: After selection of the most highly qualified Respondent based on the evaluation criteria, the City may then enter into negotiations with the selected firm as to the terms of the agreement, and all aspects of the project to reach a price offering the best value to the City of San Marcos. The selected Design Builder will be required to submit its Guaranteed Maximum Price proposal and fee within five (5) calendar days of the City's request.

The City shall first attempt to negotiate a contract with the highest ranked Finalist. If the City is unable to negotiate a satisfactory contract with the highest ranked Finalist, the City shall, formally and in writing, end negotiations, and proceed to negotiate with the next Finalist in the order of the evaluation ranking, until a contract is reached or negotiations with all ranked Finalists end.

The entire contents of the Respondent’s submittal will become a part of the Design-Builder’s executed Contract Documents. Failure of the successful Respondent to accept this obligation may result in cancellation of any award. Any damages accruing to Owner as a result of the successful Respondent’s failure to contract may be recovered from the selected Respondent.

Inability to Reach an Agreement: In the event the negotiations between the most highly qualified firm and the City cannot be completed as a result of an inability to reach agreement on a fair and reasonable fee for services, or the scope of work to be performed, then the City may formally end negotiations with that firm and attempt to negotiate a contract with the next most highly qualified firm until a contract is entered.

Successful Respondent’s Documents: The successful firm will provide its submittal documents and any negotiated amendments to the submittal documents to the Office of the Purchasing Manager as an electronic Microsoft Office Word file.

City Council Approval: The City Council will consider the final contract for approval in the event the final contract amount is anticipated to exceed $49,999.99.
**Final Contract:**

1. The successful firm will be required to enter into a written contract with the City. The City’s legal terms and conditions for this contract are attached as Attachment “B”. Where conflicts exist between the provisions of Attachment “B” and the provisions of this Solicitation, the provisions imposing greater responsibility on the successful firm will control.

2. The Design Builder will assume responsibility for all services offered in its submittal response, whether or not such services are provided by a subconsultant or joint venture arrangement. The successful Design Builder will be considered the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

3. Following selection of Design Builder, and agreement upon an acceptable contract, the Design Builder shall complete the design of the Project, submitting all design elements to the City, before or concurrently with construction. The design elements so submitted shall be reviewed to determine their compliance with the Design Criteria Package, this RFQ/RFP, the Response submitted by the Finalist and the terms of the Design Build contract agreed upon by the City.
XI. SPECIAL PROVISIONS AND REQUIREMENTS

**Selected Response:** The City reserves the right to include the selected response or any part or parts of the proposed response in the final contract.

**Reimbursement:** The City makes no commitment to any Respondent of this Solicitation beyond consideration of the written Response. The City will not reimburse firms for the costs incurred in response to this solicitation.

**Collusion:** By submission of a Response, the Respondent certifies, and in the case of a joint submission each party certifies as to its own organization, that in connection with any cost proposal submitted by the firm, the prices which are quoted are not the product, direct or indirect, of any collusion with any other firm, and have not been knowingly disclosed by the firm directly or indirectly to any other firm prior to submission to the City.

**Addenda:** Any changes resulting from the questions submitted affecting the scope of work, or which may require an extension to the solicitation due date will be reduced to writing in the form of an addendum to this solicitation. Addenda may only be viewed at [www.sanmarcostx.gov/eprocurement](http://www.sanmarcostx.gov/eprocurement). It is the Respondent’s responsibility to check the above site to determine if the City has issued any addenda. Addenda will be issued no later than five (5) business days prior to the solicitation due date.

**Lobbying:** Respondents are prohibited from directly or indirectly communicating with City Council members regarding their qualifications or any other matter related to the eventual award of a contract for the services requested in this Solicitation. Firms are prohibited from contacting City staff or evaluation committee members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff or committee member through the Purchasing Manager. **Any violation will result in immediate disqualification of the Firm from the selection process.**

**City of San Marcos Artwork:** Use of the City seal or the City brand on SOQs is not permitted.

**Taxpayer Identification Form:** Prior to the execution of a contract for these services, the selected Firm will complete a Request for Taxpayer Identification Number and Certification Form (IRS Form W-9). The City will not make payment against the contract until it has received the properly completed form.

The Design Builder will invoice the City for services rendered accompanied by the City’s required documentation. The City’s representative and the appropriate staff in the City’s Finance Department must approve payments.

**“Green” Procurement:** It is the City’s objective to be proactive with regard to the environment. The City encourages “Value Purchasing” of environmentally friendly products. Firms are encouraged to clearly identify any green solution in their proposals or a firm may propose a separate alternative “Green” solution, in a separate envelope marked “Green Solution”. The Green solution alternative proposal will meet the minimum performance, and delivery standards.

**Protests:** A protest to the City's consideration of any proposal must be submitted in writing and received by the Purchasing Manager no later than five (5) calendar days after the proposal due date. A written reply to the protest will be sent to the protesting firm by the City’s Purchasing Manager. The protest must
contend:

1. Identification of the statute or procedure that is alleged to have been violated;
2. A precise statement of the relevant facts;
3. Identification of the issues to be resolved; and
4. Aggrieved party’s argument and supporting documentation.

**Smoking Prohibition:** Pursuant to San Marcos Ordinance No. 2013-57, as amended, all City of San Marcos owned and rented/leased properties are smoke free properties. All contractors, vendors, subcontractors, and their employees are prohibited from smoking while on City property. This prohibition includes the enclosed areas of public places and workplaces and within 10 feet of doors and windows of City-owned or rented buildings, all city parks and the grounds outside of any city building. This prohibition includes e-cigarettes and other inhaled vapor devices. The City may terminate the contract for noncompliance with this ordinance.

**Certificate of Interested Parties:** A contract greater than $50,000 requires the vendor to electronically create a Certificate of Interested Parties Form 1295 through the Texas Ethics Commission (“TEC”) website ([https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm)) and submit a signed copy of the form to the City prior to the award of the contract. A contract, including a City-issued purchase order, will not be enforceable or legally binding until the City receives and acknowledges receipt of the properly completed Form 1295 from the vendor.

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

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

**Payment and Performance Bonds:** Payment and performance bonds as required by Texas law will be required from the selected Design Builder in the amount of the Guaranteed Maximum Price, less the portion of the Guaranteed Maximum Price attributable to the design services only. The successful Design Builder must deliver the performance and payment bonds to the City not later that the 5th day after the contract is awarded by City Council or by the date specified by the City but prior to construction on the bond forms provided (Attachment “D”).

**Insurance:** The successful respondent must provide liability insurance covering its activities in the coverage amount of not less than $2,000,000.00 per occurrence and $10,000,000.00 aggregate, with the aggregate applying to this Project only. City must be named as an additional insured. The successful respondent must provide builder’s risk / property insurance for the Project in the amount of the full contract sum. City must be named as an additional loss payee on the insurance. The successful respondent must provide workers compensation insurance for its employees. Automobile liability insurance must be
provided for all motor vehicles involved in the Project in the amount of $1,000,000.00 per single limit for bodily injury and property damage with umbrella coverage in an amount not less than $3,000,000.00.

**Professional Liability Insurance:** The Design Builder must be covered by professional liability insurance in a coverage amount of not less than $1,000,000.00 per occurrence and $2,000,000.00 aggregate.

For services performed on Owner’s premises, Design Builder shall furnish to Owner Certificates of Insurance as set forth below prior to the commencement of any work hereunder and shall maintain such coverage during the full term of the Agreement.

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Statutory Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker’s Compensation</td>
<td></td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 aggregate</td>
</tr>
<tr>
<td>Comprehensive General Liability</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Comprehensive Auto Liability</td>
<td>$1,000,000 each person</td>
</tr>
<tr>
<td>Bodily Injury</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>Professional Liability</td>
<td></td>
</tr>
<tr>
<td>Builders’ Risk Insurance</td>
<td>Design Builder shall maintain Builders’ Risk Insurance or Installation Insurance on an all risk physical loss form in the Contract Amount. Coverage shall continue until the Work is accepted by Owner. Owner shall be a loss payee on the policy. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.</td>
</tr>
</tbody>
</table>

**Design Criteria Package:** The Design Criteria Package will be provided to the Shortlisted / Finalists. Respondents must not include detailed engineering or architectural designs as part of its response. Respondents are encouraged to include conceptual drawings and illustrations in their proposals, to assist the City, and its designees, in evaluating the Proposal.

**Conflict of Interest:** The City may not accept a proposal or award a contract with firm who is currently under contract or who has received compensation to participate in preparing the specifications or any other work for which this Design Build Solicitation is based. The City will be conducting a thorough review of the participants of each proposed team, and their potential conflicts as part of the evaluation process. Participants found to be in conflict must be replaced upon the request of the City.

**Prevailing Wage Rates:** Workers on the Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction and Heavy and Highway Trades “As Applicable”.

**Exceptions or Exclusions:** Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of your response. If exceptions are taken to the City’s Agreement, this will be clearly indicated and a full explanation given for each exception. It is required that the Response enumerate the specific clauses that the firm wishes to amend or delete and suggest alternative wording. In view of the length of
time involved in obtaining the approval of legal counsel, firms are cautioned not to state that the firm’s Response is subject to the firm’s standard terms and conditions or that the final terms and conditions are subject to negotiation after award. This may result in the Response being deemed non-responsive, in which no further consideration or evaluation will be made.

**Exhibits and Attachments:** All exhibits and attachments included in this Solicitation are incorporated herein for all purposes.

**XII. INQUIRES AND OTHER INFORMATION**

All questions and other communication from firms will be permissible until 5:00 P.M., January 31, 2019. All responses to this Request for Qualifications, as well as any questions, clarifications, or requests for general information are to be directed to the following Point of Contact:

**Office of the Purchasing Manager**  
Attention: Lynda Williams or Charles Blue  
City of San Marcos  
Email: cosmpurchasing@sanmarcostx.gov  
Phone: 512-393-8170

**XIII. DESIGN AND CONSTRUCTION (POST CONTRACT EXECUTION)**

The approximate design period of four (4) calendar months is desired. The maximum construction period of eighteen (18) calendar months is desired, not to exceed twenty (20) calendar months (assumes design and construction are partially overlapped).

The Design Builder shall complete the design submitting all design elements for review and approval by the City and its designated independent A/E. At each design stage, the Design Builder’s design solutions must be submitted to the City’s Code Compliance Department and the City’s independent A/E.

The Guaranteed Maximum Price (GMP) is the total cost of work comprised of design, construction, contingency, fees, and general conditions. The Design Builder will agree to design and build the Project in full compliance with the requirements of this Solicitation, with all applicable laws, rules, regulations and court orders, and in full compliance with all the offers, proposals terms and conditions set forth in the negotiated and executed Agreement. A GMP is anticipated within 2-3 months of Notice to Proceed.

Construction shall be carried out in accordance with the contract documents (including the approved drawings, plans, specification and project manual), and in accordance with applicable regulations and standards including Texas Public Library Standards, Texas Administrative Code, City of San Marcos Standards, applicable Federal, State and Local laws, regulations, and ordinances. Construction draws and retainage shall be in accordance with the negotiated contract. Construction shall include providing all necessary furnishings and equipment to make the facility operational for its intended purpose.

The Design Builder shall supply a signed and sealed set of “as built” construction documents for the Project to the City at the conclusion of construction of the Project.
XIV. ANTICIPATED SOLICITATION SCHEDULE

STEP 1

This Design Build solicitation will consist of two steps. The first step is the Qualification Submission which is followed by the Proposal Submission.

- January 13, 2019 – 1st Advertisement: Advertise, mail, or email Request for Qualifications/Request for Proposal RFQ/RFP
- January 20, 2019 – 2nd Advertisement: Advertise, mail, or email Request for Qualifications/Request for Proposal RFQ/RFP
- January 28, 2019 - 2:00 PM – Pre-Proposal Meeting
- February 7, 2019 @ 2:00 PM CST – Deadline for Receipt of Qualification Submittals to be delivered to Office of the Purchasing Manager, Municipal Building, 1st Floor, 630 East Hopkins Street, San Marcos, Texas 78666. The names of respondents will be publicly read at that same time and location.
- Week of February 18th or 26th, 2019 – Selection Committee will qualify up to five (5) firms for the Step 2 process.

STEP 2

- Late February 2019 2:00 PM at the City of San Marcos - Mandatory Pre-Response meeting with the shortlisted firms. Purchasing Office will provide a date and time to all Shortlisted Firms.
- Early March, 2019 – Deadline for Receipt of Step 2 responses. Purchasing Office will provide a date and time to all Shortlisted Firms.
- March, 2019 – Interviews may be conducted by Selection Committee. Purchasing Office will provide a date and time to all Shortlisted Firms.
- March, 2019 – Selection Committee selects and makes its recommendation for the most highly qualified Finalist. Negotiations begin with the highest ranking firm.
- April/May, 2019 – Recommendation to City Council for consideration and contract award to the Design Build Firm who offers the best value to the City of San Marcos.
**VENDOR INFORMATION QUESTIONNAIRE**

If this document is not submitted with the bid/proposal, it may be considered non-responsive.

<table>
<thead>
<tr>
<th>Name of Company:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary/Principal Office Address:</td>
</tr>
<tr>
<td>Telephone Number:</td>
</tr>
<tr>
<td>Email Address:</td>
</tr>
<tr>
<td>DUNS Number (if applicable):</td>
</tr>
</tbody>
</table>

**Form of Ownership (check one):**

- ☐ Corporation State Incorporated/Registered _________ / Date Incorporated/Registered _________
- ☐ LLC
- ☐ Joint Venture
- ☐ Partnership: If Partnership, select one of the following: ( ) Limited or ( ) General
- ☐ Individual

Company has been in business since: ________________

**List of Partners, Principals, Corporate Officers or Owners:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
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**List of Corporate Directors:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
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</tr>
</tbody>
</table>

1. Have you had any contracts terminated for default or other performance reasons?  ☐ Yes  ☐ No

If yes, explain: _____________________________  _____________________________

---

Rev. 09/26/18  Page 1 of 2
2. Has your company been convicted of a criminal offense involving fraud, theft, bribery, kickbacks, or unlawful gifts to a public official? ☐ Yes ☐ No

If yes, has the conviction occurred within three (3) years immediately preceding either the date of submission of a bid/proposal, or the date of award of the contract?

If yes, explain:______________________________________________________________________________________________

3. Is your company involved in pending investigation or criminal prosecution of a criminal offense involving fraud, theft, bribery, kickbacks, or unlawful gifts to a public official? ☐ Yes ☐ No

If yes, explain:______________________________________________________________________________________________

4. Does your company have pending claims, investigations, or civil litigation involving allegations of fraud, misrepresentation, or conversion? ☐ Yes ☐ No

If yes, explain:______________________________________________________________________________________________

5. Does your company have previous final judgments against the City for breach of contract, fraud misrepresentation or conversion? ☐ Yes ☐ No

If yes, explain:______________________________________________________________________________________________

6. Has your company failed to timely pay/remit sales tax, property tax, or utility payments to the City of San Marcos? ☐ Yes ☐ No

If yes, explain:______________________________________________________________________________________________

7. Has your company refused to execute a contract following an award by the San Marcos City Council? ☐ Yes ☐ No

If yes, explain:______________________________________________________________________________________________

8. Has your company violated the anti-lobbying provisions in a current or previous City of San Marcos procurement process by making contact with a member of the San Marcos City Council prior to the award of a contract? ☐ Yes ☐ No

If yes, explain:______________________________________________________________________________________________

9. Has your company furnished unauthorized substitutions of materials not meeting contract specifications in a current or previous contract with the City of San Marcos? ☐ Yes ☐ No

If yes, explain:______________________________________________________________________________________________

I, _______________________________________________, as ________________________________ __________________, declare under oath

Company Name

that the above Statements, including any supplemental responses attached hereto, are true and correct, and that the representations made herein are accurate to the best of my knowledge and are based upon a diligent search of records. I further acknowledge that any failure to conduct a diligent search or to make a full and complete disclosure may result in cancellation of my contract by the City of San Marcos, and possibly debarment.

______________________________________________________
Signature

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL
# PROPOSAL SUBMITTAL LOG

**Library Design-Build 219-126**  
**February 7, 2019**

<table>
<thead>
<tr>
<th>PROPONENT NAME</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Je Dunn Construction</td>
<td>San Antonio, Texas</td>
</tr>
<tr>
<td>Catamount Constructors, Inc.</td>
<td>San Antonio, Texas</td>
</tr>
<tr>
<td>Flintco, LLC</td>
<td>Austin, Texas</td>
</tr>
<tr>
<td>Byrne Construction Services</td>
<td>San Antonio, Texas</td>
</tr>
<tr>
<td>Turner-Page</td>
<td>San Antonio, Texas</td>
</tr>
<tr>
<td>Teal Construction Company</td>
<td>Garden Ridge, Texas</td>
</tr>
</tbody>
</table>

**Recorded by:**  
[Signature]

**Witnessed by:**  
[Signature]

Rev. 05/23/18
The following is the list of shortlisted firms resulting from evaluations of qualifications. The shortlisted firms will be invited to participate in Step 2 of the Design Build solicitation process. The firms are listed in no particular order.

<table>
<thead>
<tr>
<th>PROPOSAL NAME</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flintco</td>
<td>Austin, Texas</td>
</tr>
<tr>
<td>JE Dunn</td>
<td>San Antonio, Texas</td>
</tr>
<tr>
<td>Turner-Page</td>
<td>San Antonio, Texas</td>
</tr>
</tbody>
</table>

Confidentiality: To the extent permitted by law, all documents pertaining to this Solicitation will be kept confidential until a contract is awarded. No information about any submission will be released to the public until the process is complete and a contract has been awarded.

Lobbying: Respondents are prohibited from directly or indirectly communicating with City Council members regarding their qualifications or any other matter related to the eventual award of a contract for the services requested in this Solicitation. Firms are prohibited from contacting City staff or evaluation committee members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff or committee member through the Purchasing Manager. Any violation will result in immediate disqualification of the Firm from the selection process.
AGENDA CAPTION:
Consider approval of Resolution 2019-99R, approving a fourth amendment to the Interlocal Agreement for Commercial Office Lease with Hays County for the WIC Satellite Office at 150 Lockhart Street in Kyle for the purpose of extending the lease term for one additional year; authorizing the City Manager to execute said amendment; and declaring an effective date.

Meeting date: June 4, 2019

Department: Neighborhood Enhancement - WIC

Amount & Source of Funding
Funds Required: $19,200
Account Number: 52360 Building Rental - multiple accounts
Funds Available: $19,200
Account Name: 52360 Building Rental - multiple accounts

Fiscal Note:
Prior Council Action: San Marcos City Council approved the original lease with Hays County in 2012 for the building at 150 W Lockhart St in Kyle. Several extensions have been executed and this agreement will extend the lease through August 31, 2020.

City Council Strategic Initiative: N/A

Comprehensive Plan Element(s): ☒ Parks, Public Spaces & Facilities - Choose an item.

Master Plan: N/A

Background Information:
In 2012, a lease agreement between City of San Marcos and Hays County allowed for the use of the Hays County building at 150 W Lockhart St in Kyle for WIC Program services. Several extensions have been executed and this one will extend the agreement until August 31, 2020.

Alternatives:
Click or tap here to enter text.
Recommendation:
Recommend approval of the lease extension.
RESOLUTION NO. 2019- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A FOURTH AMENDMENT TO INTERLOCAL AGREEMENT FOR COMMERCIAL OFFICE LEASE WITH HAYS COUNTY FOR THE WIC SATELLITE OFFICE AT 150 LOCKHART STREET IN KYLE FOR THE PURPOSE OF EXTENDING THE LEASE TERM FOR ONE ADDITIONAL YEAR; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AMENDMENT; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The attached Fourth Amendment to Interlocal Agreement for Commercial Office Lease with Hays County (the “Amendment”) is hereby approved.

PART 2. The City Manager is hereby authorized to sign the Amendment on behalf of the City.

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

ADOPTED on June 4, 2019.

Jane Hughson
Mayor

Attest:

Jamie Lee Case
City Clerk
SECOND AMENDMENT TO
INTERLOCAL AGREEMENT FOR COMMERCIAL OFFICE LEASE

This 2\textsuperscript{nd} Amendment to Interlocal Agreement for the Commercial Office Lease at 150 Lockhart Street, Kyle, Texas ("Amendment") is made this 11\textsuperscript{th} day of July 2017, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as "County"), and the City of San Marcos, Texas, administering the Woman, Infants, and Children ("WIC") Program of San Marcos (hereinafter referred to as "City"). The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

Section 1.4 Rentable Area of the Agreement shall be amended to reflect the approximate ‘rentable area’ is 3,390 square feet.

Section 2.1 Base Rent and Additional Rents of the Agreement shall be amended to reflect the following:

<table>
<thead>
<tr>
<th>Monthly Rent</th>
<th>Annual Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,600.00</td>
<td>$19,200.00</td>
</tr>
</tbody>
</table>

Section 4.1 Term, Possession, and Anniversary of the Agreement shall be amended to reflect that the last day of the lease term will be August 31, 2018.

Exhibit A of the Agreement shall be amended as attached.

EXCEPT FOR THE ABOVE MODIFICATION, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

This 2\textsuperscript{nd} Amendment to Interlocal Agreement for the Commercial Office Lease is hereby executed this the 11\textsuperscript{th} day of July 2017, as is evidenced by the authorized signatures of the Parties, below.

LESSOR

CITY OF SAN MARCOS
A MUNICIPAL CORPORATION
Printed name of company or firm (if applicable)

Charles W. Daniels
Printed name of person signing

\[Signature\]
City Manager
Title of person signing (if applicable)
630 East Hopkins, San Marcos, Texas 78666
Lessor Address
7-21-2017
Date signed

LESSEE

HAYS COUNTY
A POLITICAL SUBDIVISION OF THE STATE OF TEXAS
Printed name of company or firm (if applicable)

BERT COBB, M.D.
Printed name of person signing

\[Signature\]
County Judge
Title of person signing (if applicable)
111 E. San Antonio, San Marcos, Texas 78666
Lessee Address
7-11-17
Date signed

Attest: \[Signature\]
County Clerk

\[Signature\] Deputy
Floor Plan of Lessee’s Office Space
(see paragraph 1.2 of lease)

Building Name: 150 Lockhart St. Approximate Usable SF: 3,390
Approximate Rentable SF: 3,390

The parties agree that the floor plan is a true and correct diagram of Lessee’s office space referred to in paragraph 1.2.

(SEE THE FOLLOWING PAGE)
FIRST AMENDMENT TO
INTERLOCAL AGREEMENT FOR COMMERCIAL OFFICE LEASE

This 1st Amendment to Interlocal Agreement for the Commercial Office Lease at 150 Lockhart Street, Kyle, Texas ("Amendment") is made this 21st day of May, 2013, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as "County"); and the City of San Marcos, Texas, administering the Woman, Infants, and children ("WIC") Program of San Marcos (hereinafter referred to as "City"). The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

Section 4.1 Term, Possession, and Anniversary of the Agreement shall be amended to reflect that the last day of the lease term will be August 31, 2017.

EXCEPT FOR THE ABOVE MODIFICATION, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

This 1st Amendment to Interlocal Agreement for the Commercial Office Lease is hereby executed this the 23rd day of May, 2013, as is evidenced by the authorized signatures of the Parties, below.

LESSOR

CITY OF SAN MARCOS
A MUNICIPAL CORPORATION
Printed name of company or firm (if applicable)

JAMES R. NUSE, P.E.,
Printed name of person signing

Signature

City Manager
Title of person signing (if applicable)

630 East Hopkins, San Marcos, Texas 78666
Lessor Address

May 23, 2013
Date signed

LESSEE

HAYS COUNTY
A POLITICAL SUBDIVISION OF THE STATE OF TEXAS
Printed name of company or firm (if applicable)

BERT COBB, M.D.,
Printed name of person signing

Signature

County Judge
Title of person signing (if applicable)

111 E. San Antonio, San Marcos, Texas 78666
Lessee Address

4/10/13
Date signed

Attest:

County Clerk
FOURTH AMENDMENT TO
INTERLOCAL AGREEMENT FOR COMMERCIAL OFFICE LEASE

This 4TH Amendment to Interlocal Agreement for the Commercial Office Lease at 150 Lockhart Street, Kyle, Texas (“Amendment”) is made this 23rd day of April 2019, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as “County”), and the City of San Marcos, Texas, administering the Woman, Infants, and children (“WIC”) Program of San Marcos (hereinafter referred to as “City”). The above-cited parties are collectively referred to as “the parties to this Agreement” or “the parties.”

Section 4.1 Term, Possession, and Anniversary of the Interlocal Agreement for the Commercial Office Lease (“Agreement”) is hereby amended to reflect that the last day of the lease term will be August 31, 2020 or at the end of the month following delivery of 30 days’ written notice of termination by Lessee.

EXCEPT FOR THE ABOVE MODIFICATION, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

This 4TH Amendment to Interlocal Agreement for the Commercial Office Lease is hereby executed this the 23rd day of April, 2019, as is evidenced by the authorized signatures of the Parties, below.

LESSOR

CITY OF SAN MARCOS
A MUNICIPAL CORPORATION
Printed name of company or firm (if applicable)

BERT LUMBRERAS
Printed name of person signing

Signature

City Manager
Title of person signing (if applicable)

630 East Hopkins, San Marcos, Texas 78666
Lessor Address

Date signed

LESSEE

HAYS COUNTY
A POLITICAL SUBDIVISION OF THE STATE OF TEXAS
Printed name of company or firm (if applicable)

RUBEN BECERRA
Printed name of person signing

Signature

Hays County Judge
Title of person signing (if applicable)

111 E. San Antonio, San Marcos, Texas 78666
Lessee Address

Date signed

Attest: County Clerk

4/23/2019
THIRD AMENDMENT TO
INTERLOCAL AGREEMENT FOR COMMERCIAL OFFICE LEASE

This 3rd Amendment to Interlocal Agreement for the Commercial Office Lease at 150 Lockhart Street, Kyle, Texas ("Amendment") is made this 22nd day of May 2018, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as "County"), and the City of San Marcos, Texas, administering the Woman, Infants, and children ("WIC") Program of San Marcos (hereinafter referred to as "City"). The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

Section 4.1 Term, Possession, and Anniversary of the Interlocal Agreement for the Commercial Office Lease ("Agreement") is hereby amended to reflect that the last day of the lease term will be August 31, 2019 or at the end of the month following delivery of 30 days' written notice of termination by Lessee.

EXCEPT FOR THE ABOVE MODIFICATION, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

This 3rd Amendment to Interlocal Agreement for the Commercial Office Lease is hereby executed this the 22nd day of May, 2018, as is evidenced by the authorized signatures of the Parties, below.

LESSOR

CITY OF SAN MARCOS
A MUNICIPAL CORPORATION
Printed name of company or firm (if applicable)

[Signature]
Printed name of person signing

[Title]
City Manager
Title of person signing (if applicable)

630 East Hopkins, San Marcos, Texas 78666
Lessor Address

[Date]
Date signed

LESSEE

HAYS COUNTY
A POLITICAL SUBDIVISION OF THE STATE OF TEXAS
Printed name of company or firm (if applicable)

DEBBIE GONZALES INGALSBE
Printed name of person signing

[Signature]
Signature

Commissioner Pct. 1, On Behalf of Hays County
Title of person signing (if applicable)

111 E. San Antonio, San Marcos, Texas 78666
Lessee Address

[Date]
Date signed

Attest: [Signature]
County Clerk
INTERLOCAL AGREEMENT
FOR
COMMERCIAL OFFICE LEASE
150 Lockhart Street, Kyle, Texas

This is an Interlocal Agreement for the Lease of Commercial Office Space (hereinafter “Agreement”) dated August 21, 2012 and entered into between the City of San Marcos, Texas, administering the Women, Infants, and Children (“WIC”) Program of San Marcos, as (hereinafter “Lessees”) and Hays County, a political subdivision of the State of Texas as (hereinafter “Lessor”), whether one or more. The above-cited parties shall be collectively referred to as “the parties to this Agreement” or “the parties”.

1.1 Interlocal Agreement.
This is an Agreement made pursuant to the Interlocal Cooperation Act (Chapter 791, Texas Government Code), which empowers the parties to contract with each other in the performance of services that each party is authorized to perform individually, including the leasing of real property. As required by the Interlocal Cooperation Act, (i) the execution of this agreement is authorized by the governing body of each party to this Agreement; (ii) payments of rent by Lessee under this Agreement shall be made from current revenues that are available to Lessee; and (iii) the rents paid under this agreement are considered by the parties to be fair compensation to Lessor for the Leased Premises.

1.2 The Leased Premises.
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the “Leased Premises” which consists of “Lessees Office Space” as defined below.

(a) Lessee’s Office Space. “Lessees Office Space”, to which Lessee shall have exclusive use rights to the office space outlined on the floor-plan contained in Exhibit A. The street address of the building is 150 Lockhart St., Kyle, Texas.

1.3 Lease Purpose.
Lessee shall use Lessee’s Office Space for operation of the Women, Infants and Children (“WIC”) Program office and clinic space for the provision of services to WIC Program eligible members of the public (“Lease Purpose”).

1.4 Rentable Area.
Lessees approximate “rentable area” is 3,200 square feet. Lessee shall allow Lessor uninhibited access to approximately 320 square feet, as defined in Exhibit A, during regular business hours (Monday through Friday, between 8 a.m. and 5 p.m.).

2.1 Base Rent and Additional Rents.
As set forth below, Lessee shall pay to Lessor “base rent(s)” per square foot of net rentable area per calendar year as set forth below, which amounts to the monthly and annualized rents set forth below.

<table>
<thead>
<tr>
<th>Base Rent: Time Period</th>
<th>Monthly Rent</th>
<th>Annual Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>36 months</td>
<td>$ 1,853.00</td>
<td>$ 22,236.00</td>
</tr>
</tbody>
</table>

3.1 Date and Place of Payment.
The monthly rent shall be due on the first day of each calendar month without demand. Partial months shall be prorated. All rent and other sums are due in the county where the building is located at the address designated by Lessor from time to time. All sums due by Lessee shall be made from current funds, are not subject to any claim of credit by Lessee, and are without right of setoff or deduction. Monies mailed are considered timely paid only if received by Lessor by the due date. Rent and late payment charges shall be paid without notice or demand. All other sums shall be due upon delivery of written notice in accordance with paragraph 27.1.

Building name: 150 Lockhart Street
Lessor’s Name: Hays County, Texas
Lessee’s Name: City of San Marcos, Texas, administering the Women, Infants, and Children (“WIC”) Program of San Marcos

Lessor initials: ___________________________ Lessee initials: ___________________________
3.2 Late Payments.
If any rent payment or other sum due by Lessee to Lessor is received and accepted by Lessor later than five (5) days after its due date, Lessee shall pay a late charge of the greater of $10.00 or 5% of such rent payment, plus $10.00 thereof for each day thereafter (up to 15 days) until such rent or other sum is paid. Late charges shall be considered liquidated damages for Lessor's time inconvenience and overhead (except for attorneys fees and litigation costs) in collecting late rent. Lessor's acceptance of late rent or other sum shall not constitute permission for Lessee to pay the rent or other sum late thereafter and shall not constitute a waiver of Lessor's remedies for subsequent late payments. Late payment charges are due immediately upon notice or demand. All payments shall be by check or money order on a local bank, not cash. For each returned check, Lessee shall pay all applicable bank charges incurred by Lessor plus $25.00. Payments of any kind received by Lessor on behalf of Lessee may be applied at Lessor's option to non-rent items first, then to rent. Payment of rent by Lessee shall be an independent covenant. If Lessee has not timely paid rentals and other sums due on two or more occasions, or if a check from Lessee is returned for insufficient funds or no account, Lessor may, for the next twelve (12) months or the remainder of the lease term, whichever is shorter, require that all rent and other sums due be paid by cashier's check, certified check, or money order, without prior notice.

3.3 Security Deposit.
The total additional security deposit to be provided by Lessee, in current funds, is $1,853.00, at the time of execution of this lease. This security deposit will be held by Lessor to secure performance of Lessee's obligations under this lease. Lessor shall have a lien on the security deposit for that purpose. If Lessee fails to pay rent or other sums when due under this lease, Lessor may apply any cash security deposit toward amounts due and unpaid by Lessee. Lessee shall immediately restore the security deposit to its original amount after any portion of it is applied to amounts due and unpaid by Lessee. Lessor shall return the security deposit to Lessee within thirty (30) days after the termination of this Agreement, minus the cost of any damages to the Leased Premises caused by Lessee that are beyond normal wear and tear.

4.1 Term, Possession, and Anniversary.
The initial lease term shall be for 35 full calendar months from commencement date, plus the remainder of the last month, the last day of the lease term being August 31, 2015. The commencement date of this lease shall be September 21, 2012. Rent will begin to accrue on the lease commencement date.

4.2 Delivery of Possession.
Lessor shall deliver keys and/or access cards or codes and possession of Lessee's office space to Lessee on the lease commencement date stated in paragraph 4.1 unless otherwise agreed in writing by the parties. Lessee shall not be liable for rent until Lessor delivers possession of the leased premises to Lessee. If there is a delay in delivery of possession, the commencement date shall be delayed until Lessee's office space is ready for occupancy; and neither Lessor nor Lessor's agents shall otherwise be liable for any damages; and the lease shall not terminate.

5.1 Tenant Finish-Out.
Subject to paragraph 13.1, Lessee shall be allowed to make such initial improvements or alterations as are reasonably necessary for Lease Purpose. Lessor shall allow Lessee full access to the Leased Premises during preparation for move-in in advance of delivery of possession and shall pay for all utilities up to the date Lessor delivers possession under paragraph 4.2 of this Agreement.

6.1 Quiet Possession.
If Lessee is current and in compliance with all of Lessee's obligations under this lease, Lessee shall be entitled to peaceful and quiet possession and enjoyment of Lessee's office space, subject to the terms and conditions of this lease. Lessee shall have access to common parking areas at all times, subject to paragraph 9.2. Construction noise or vibrations shall not be considered a default by Lessor.

7.1 Utilities and Services by Lessee.
Except where otherwise stated in this lease, Lessor agrees to maintain existing accounts in its name, pay for the associated utilities and services, and submit a monthly invoice pursuant to Section 27.1 to Lessee for

Building name: 150 Lockhart Street
Lessor's Name: Hays County, Texas
Lessee's Name: City of San Marcos, Texas administering
the Women, Infants, and Children ("WIC") Program of San Marcos

Lessee initials: 
Lessor initials: 

2
reimbursement. Lessee shall reimburse Lessor for the following utilities and services within thirty (30) days of receiving an undisputed invoice:

(a) Electric  
(b) Water and Wastewater  
(c) Solid Waste Disposal  
(d) Phone/fax/data lines  
(e) Natural Gas  
(f) Security system monitoring  
(g) Interior janitorial services (if requested in writing by the City Manager of the City of San Marcos)  

Disputed invoices under this section shall be resolved via the agreed-upon Dispute Resolution procedures cited in Section 23.1, below.

7.2 Utilities and Services by Lessor.  
Except where otherwise stated in this lease, Lessor agrees to provide the following utilities and services at no additional charge:

(a) Grounds maintenance  

7.3 Interruption of Utilities or Services.  
Temporary interruption or malfunction of utilities, services, and/or telephones shall not render Lessor liable for damages, rent abatements, or release of any Lessee obligation. Lessor shall use diligent efforts to have such utilities and services restored as soon as reasonably possible.

8.1 Maintenance and Repairs by Lessor.  
Except as provided in paragraph 8.2, Lessor shall repair and/or replace, as needed, the following items, so long as they are building standard items: including but not limited to ballasts, fixtures, exterior walls, the foundation, flooring beneath floor finishes, exterior windows, roofs, other structural elements, the electrical, plumbing, hardware, appliances, doors, wall and window coverings, and heating and ventilating systems of the building. Lessor shall provide additional maintenance necessary because of damages by persons other than Lessee, or Lessee's agents, employees, family, licensees, invitees or visitors. Lessor shall use diligence to provide for the maintenance, repair, reconnection of interrupted utilities or services, subject to any reimbursement obligations of Lessee under paragraph 8.2. Lessor may rekey at any time. Lessor may temporarily close any part of the common facilities if reasonably necessary for repairs or construction. Repairs and maintenance shall be in accordance with applicable governmental requirements. Lessor shall also provide weekly cleaning services.

8.2 Maintenance and Repairs by Lessee.  
Lessee shall promptly reimburse Lessor for the cost of maintaining, repairing or replacing non-building standard items and the cost of repairing or replacing damage which is caused inside Lessee's office space by Lessee, Lessee's agents, employees, family, or licensees, invitees, visitors, or customers or outside Lessee's office space by Lessee or Lessee's employee's, agents, or contractors. Kitchen appliances and wet bars in the Premises are not considered building standard items. Lessor shall have right of approval of all repairmen or maintenance personnel. Lessee shall not damage or allow other persons listed above to damage any portion of the leased premises. Lessee shall pay for replacement of all non-building standard light bulbs and for unstopping any drains or water closets in Lessee's office space. If Lessee or Lessee's workmen or contractors are permitted to repair, alter, or modify Lessee's office space, Lessee shall warrant that no mechanic or materialman's lien shall be filed against the leased premises and that all such contractors shall provide evidence of liability insurance as required by Lessor. All such work shall be in accordance with applicable governmental requirements.

8.3 Telecommunications.  
All telecommunications equipment necessary to serve Lessee shall be located in Lessee's office space and paid for by Lessee. Lessee may not require Lessor to install or allow others, without the written consent of Lessor, to install telecommunication lines or equipment elsewhere in the building.

Building name:  150 Lockhart Street  
Lessor's Name:  Hays County, Texas  
Lessee's Name:  City of San Marcos, Texas, administering the Women, Infants, and Children ("WIC") Program of San Marcos  

Lessor initials:  [Signature]  
Lessee initials:  [Signature]

(a) Access. Except in emergency situations, Lessee shall have access to the Leased Premises at all times during the Lease Term. Lessor shall have access to the Leased Premises during working hours for reasonable business purposes upon prior notice to Lessee except notice shall not be necessary in the event of an emergency threatening life or property or the lawful exercise of Lessor's remedies in case of default by Lessee. Lessor may show the Leased Premises six (6) months before the lease expiration date or the date Lessee gives notice to vacate, whichever is earlier.

(b) Keys. Lessor shall furnish Lessee up to five (5) keys or access codes or cards for the Leased Premises. An initial deposit of $10.00 shall be charged for each key or access card provided by Lessor. Lessor shall not be liable for risk of loss resulting from Lessee's keys, access codes, or cards being stolen, lost or used by unauthorized persons. Lessee reserves the right to rekey or change locks for security reasons if new keys are timely furnished to Lessee.

(c) Locks. Lessee may not add locks, change locks, or rekey locks without written permission of Lessor. Locks may be changed at Lessee's request and expense. If locks to the Leased Premises are changed, Lessor may specify kind and brand of locks, placement, installation, master key compatibility, etc. If Lessee or any of Lessee's employees lock themselves out of Lessee's suite, said person must call a fellow-employee to gain access. Lessor is not authorized to unlock a door that accesses an area leased solely by Lessee except for emergency purposes.

(d) Security. Lessor shall have no duty to provide any security services of any kind unless expressly provided in this lease. Lessor shall not be liable to Lessee or Lessee's employees, family, customers, invitees, contractors, or agents for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism or other crimes. Lessee shall lock the doors of the Leased Premises when the last person leaves such Premises for the day. If such actions do not unreasonably interfere with Lessee's occupancy, Lessor may take reasonable measures that Lessor deems advisable for the security, safety, improvement, and preservation of the Building.

9.2 Parking.
Lessor shall have sole control of private parking spaces included within the subject matter of this lease. If vehicles are parked in violation of Lessor parking rules, if any, or in violation of state statutes, Lessor may exercise vehicle removal remedies under Texas Transportation Code, Chapter 684 upon compliance with statutory notice. Reserved parking spaces must be established by written agreement of the parties.

10.1 Occupancy, Nuisance, and Hazards.
Lessee's office space shall be occupied only by Lessee or Lessee's employees and shall not be left entirely vacant or used exclusively for storage. Lessee and Lessee's agents, employees, family, licensees, invitees, visitors, and contractors shall comply with all federal, state, and local laws relating to occupancy or to criminal conduct while such persons are on the leased premises. Lessee and the persons listed above shall not (i) use, occupy, or permit the use or occupancy of the leased premises for any purpose which is directly or indirectly forbidden by such laws or which may be dangerous to life or property, (ii) permit any public or private nuisance, (iii) disturb the quiet enjoyment of other tenants, (iv) do anything which might emit offensive odors or fumes, (v) make undue noise or vibrations, (vi) permit anything which would cancel insurance coverage or increase the insurance rate on the building or contents, or (vii) otherwise damage the leased premises, except for normal wear and tear. Normal wear and tear is damage that occurs without carelessness, negligence, accident, or abuse.

11.1 Taxes.
Lessor shall be responsible for payment of all taxes and assessments against the building. Lessee shall timely pay all taxes assessed against Lessee's furniture, equipment, fixtures, or other personal property in Lessee's office space.

12.1 Insurance.
Lessor and Lessee shall comply with the respective insurance obligations as set forth below:

Building name: 150 Lockhart Street
Lessor's Name: Hays County, Texas
Lessee's Name: City of San Marcos, Texas, administering
The Women, Infants, and Children ("WIC") Program of San Marcos

Lessor initials: 
Lessee initials: 

4
(a) **Lessor.** Lessor shall maintain commercial general liability insurance and all-risk insurance subject to standard policy exclusions and limitations through the Texas Association of Counties Risk Pool. Such insurance may contain policy exclusions as reasonably determined by Lessor. The coverage amounts shall be as Lessor may deem reasonably appropriate. Lessor shall have no responsibility to maintain any kind of insurance on Lessee's contents. Lessor shall have no responsibility to maintain fire and extended coverage insurance on Lessee's contents.

(b) **Lessees.** Lessee shall provide Lessee's own public liability insurance for its operations on the leased premises. In no event shall such coverage limits be less than three-hundred-thousand dollars in United States currency ($300,000 USD) per offense (aggregate). Lessee is required to maintain adequate fire and extended coverage insurance (including theft, vandalism and malicious mischief) on the contents in Lessee's office space, including fixtures, furniture, equipment, supplies, inventory, and other personal property. Such personal property is not covered by Lessor's insurance.

(c) **Insurance certificates.** Lessee shall provide Lessor with a certificate of Lessee's insurance or a copy thereof as required above within seven (7) days after Lessee initially occupies Lessee's office space or any portion thereof.

12.2 **Hold Harmless and Indemnity.**
To the extent that it is not covered by Lessor's insurance, Lessee shall indemnify Lessor for and shall hold Lessor harmless from all fines, claims, liabilities, and suits (including costs and expenses of defending against same) resulting from any breach or nonperformance of the lease by Lessee or Lessee's agents, employees, family, licensees, or invitees. To the extent that it is not covered by Lessee's insurance, Lessor shall indemnify Lessee for and shall hold Lessee harmless from all fines, claims, liabilities, and suits (including costs and expenses of defending against same) resulting from any breach or nonperformance of the lease by Lessor or Lessor's agents, employees, family, licensees, or invitees. To the extent that it is covered by Lessee's insurance, Lessor and Lessee shall not be liable to the other or the other's agents, employees, or family for any damage to personal property resulting from any act, omission, or negligence of any other tenant, visitor, or occupant of the office building. This paragraph shall survive termination or expiration of this lease. The provisions of this paragraph 12.2 are limited as follows: All obligations of the Lessee, shall be enforceable against Lessee only to the extent permitted by law and with the limitation and understanding of Lessor that Lessee in no manner waives any limitations on liability or any immunity from suit or liability granted by applicable laws or the Texas Constitution.

13.1 **Alterations by Lessee.**
Lessee may not make any alterations, improvements, door lock changes, or other modifications of any kind to the leased premises without Lessor's written consent. Consent for governmentally required changes may not be unreasonably withheld. "Alterations" include but are not limited to improvements glued, screwed, nailed, or otherwise permanently attached to the building, structural changes, roof and wall penetrations, and all plumbing, electrical, and HVAC changes. Requests for Lessor's approval shall be in writing and shall be detailed to Lessor's reasonable satisfaction. The foregoing shall be done only by Lessee's contractors or employees or by third parties approved by Lessor in writing. Lessee shall pay in advance for any requested alterations, improvements, lock changes, or other modifications which are approved and performed by Lessor. If same are performed by Lessee with Lessor's permission, Lessee shall not allow any liens to be placed against the buildings as a result of such additions or alterations. Alterations, improvements, and modifications done at Lessee's request shall comply with all applicable laws. Changes in Lessee's alterations or improvements in Lessee's space which may be later required by governmental action shall also be paid for by Lessee.

13.2 **Americans With Disabilities Act.**
Lessor shall be responsible for any requirements under the Americans with Disabilities Act or similar state or local laws as they relate to any common area entrance and exit doorways and elevators and any doors into Lessee's office space and to structural building items that Lessor is required to maintain under the terms of this lease. Lessee agrees to cooperate fully with Lessor to enable Lessor to timely comply with the provisions of this paragraph and to immediately forward to Lessor any notice Lessee receives regarding complaints, injuries, or claims by anyone claiming that those items which are the responsibility of Lessor do not comply with the provisions of the Americans

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Building name: 150 Lockhart Street
Lessor's Name: Hays County, Texas
Lessee's Name: City of San Marcos, Texas, administering the Women, Infants, and Children ("WIC") Program of San Marcos

Lessor initials:  
Lessee initials:  

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with Disabilities Act. Lessee shall be responsible for any requirements under such architectural barrier laws as they relate to Lessee's use of Lessee's office space, including, but not limited to, the positioning of Lessee's furnishings within the office space.

14.1 Removal of Property by Lessee.
Lessee may remove its trade fixtures, furniture, and equipment only if (i) such removal is made prior to the end of the lease term, (ii) Lessee is not in default under this lease at time of removal, and (iii) such removal is not in anticipation of an early moveout prior to the end of the lease term. Lessee shall pay all costs of removal. Lessee shall have no rights to property remaining on the leased premises after moveout. Upon moveout, Lessee may not remove any alterations as defined in paragraph 13.1 or improvements such as wall-to-wall carpeting, book shelves, window coverings, drapes, cabinets, paneling, counters, kitchen or breakroom built-ins, shelving, wall covering, and anything else attached to the floor, walls, or ceilings. If and only if Lessor requests in writing no later than one month after Lessee moves out and receives the consent of Lessor, Lessee may remove alterations, fixtures, equipment, cabling, and other property installed by Lessee. Lessee shall pay for cleaning or repairing damage caused by Lessee's removal of any property.

15.1 Subletting and Assignment.
Lessee may not sublet, assign, pledge, or mortgage this lease and may not grant licenses, commissions, or other rights of occupancy to all or any part of the Leased Premises without Lessor's prior written approval.

16.1 Destruction by Fire or Other Casualty.

(a) Total destruction, rent abatement, and restoration. If Lessee's office space is totally damaged by fire or other casualty so that it cannot reasonably be used by Lessee and if this lease is not terminated as provided in subparagraph "d" below, there shall be a total abatement of Lessee's rent and Lessee's obligation to pay office building operating expenses until Lessee's office space is restored by Lessor and Lessee.

(b) Partial destruction, rent abatement, and restoration. If Lessee's office space is partially destroyed or damaged by fire or other hazard so that it can be only partially used by Lessee for the purposes allowed in this lease and if this lease is not terminated as provided in subparagraph "d" below, there shall be a partial abatement of Lessee's rent and Lessee's obligation to pay office building operating expenses which fairly and reasonably corresponds to the time and extent to which Lessee's office space cannot reasonably be used by Lessee.

(c) Restoration. Lessor's obligation to restore shall be limited to the condition of the leased premises existing prior to the casualty. Lessor shall proceed with diligence to restore. During restoration, Lessee shall continue business to the extent practical in Lessee's reasonable judgment.

(d) Lease termination. If Lessee's office space or the office center is so badly damaged that restoration and repairs cannot be completed within six (6) months after the fire or casualty, then this lease may be terminated as of the date of the destruction by either Lessor or Lessee by serving written notice upon the other. Termination notice must be delivered within one (1) month after the casualty.

17.1 Condemnation.
If the Leased Premises or any material portion thereof, including any portion of the parking lot is taken by condemnation and if the leased premises is thereby reasonably rendered unusable for Lessee's business use and activities, this lease shall automatically terminate as of the date title vests in the condemning authority pursuant to such taking or acquisition; and Lessor and Lessee shall be relieved of all further obligations under this lease. Lessor shall be entitled to recover from the condemning authority the full amount of Lessor's interest in this lease and in the property which is taken in condemnation; provided, however, if Lessee is not in default hereunder on the day of taking or acquisition by the condemning authority, Lessee shall be allowed to recover from the condemning authority, at Lessee's own expense, the value of Lessee's remaining leasehold interest and Lessee's trade fixtures, if any, which are taken in condemnation; but not otherwise. Lessee shall be responsible for Lessee's own attorney's fees and for proving its own damages.

Building name: 150 Lockhart Street
Lessor's Name: Hays County, Texas
Lessee's Name: City of San Marcos, Texas, administering the Women, Infants, and Children ("WIC") Program of San Marcos

Lessor initials:  
Lessee initials:  

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18.1 Default by Lessor.
Lessee shall be entitled to recover actual damages and terminate this lease if (i) Lessor fails to pay any sum due and owing to Lessee within seven (7) days after written demand from Lessee, or (ii) Lessor remains in default on any other obligation for seven (7) days after Lessee's written demand for performance. However, Lessor shall not be in default if Lessor promptly commences to cure such noncompliance and diligently proceeds in good faith to cure same after receiving written notice of such default. If taxes and utilities are not timely paid, Lessee may pay same to the extent that it is necessary to avert foreclosure or cutoff. If Lessor fails to perform any covenant, term or condition of this lease that Lessor is obligated to perform and, as a consequence of such nonperformance, Lessee shall recover a money judgment against Lessor, such judgment shall be satisfied only out of Lessor's equity in the property. Lessor shall have no liability whatsoever for any deficiency, and no other property or assets of Lessor shall be subject to levy, execution or other enforcement procedures as a result of such judgment.

19.1 Default by Lessee.
If Lessee defaults, Lessor shall have any or all remedies set forth below.

(a) **Definition of default.** The occurrence of any of the following shall constitute a default by Lessee: (i) failure to pay rent or any other sum due by Lessee under this lease within 3 days after written demand therefor by Lessor; (ii) failure to vacate on or before the last day of the lease term, renewal term, or extension period; (iii) failure to pay rent in advance on a daily basis in the event of unlawful holdover by Lessee; (iv) unauthorized early move-out or notice of same as set forth below; (v) acquisition of Lessee's interest in the lease by a third party by judicial or non-judicial process; or (vi) failure to comply with any other provision of the lease (including rules) if such failure to comply is not cured as soon as possible after delivery of written notice by Lessor to Lessee. However, Lessee shall not be in default under subclause (vi) above if Lessor promptly commences to cure such noncompliance and diligently proceeds in good faith to cure same after receiving written notice of such default.

(b) **Utilities and services.** If Lessee is in default for nonpayment of rent or other sums due and if Lessee fails to pay same in full within three (3) days after Lessor hand delivers to Lessee or to Lessee's representative written notice of Lessor's intent to terminate utilities or services which are furnished by Lessor, then Lessor may terminate such utilities or services after such 3-day notice period, without further notice. Lessor's right to terminate such utilities or services shall occur automatically and without notice if Lessee's rent is accelerated under subparagraph "d" below, relating to unlawful early move-out.

(c) **Acceleration after notice of rental delinquency.** If Lessee is in default for nonpayment of rent or other sums due and if Lessee fails to pay same in full within three (3) days after Lessor delivers to Lessee or to Lessee's office space a written notice of Lessor's intent to accelerate, then all rent for the remainder of the lease term shall be accelerated, due, and delinquent at the end of such 3-day notice period without further demand or notice. Such acceleration rights are in consideration of the rentals for the entire term being payable in monthly installments rather than in one lump sum at the beginning of the lease term. If Lessee has already vacated the leased premises, notice of acceleration may be delivered to Lessee pursuant to paragraph 27.1. Liability for additional rents accruing in the future (over and above any base rents) shall not be waived by such acceleration.

(d) **Acceleration upon early move-out.** If Lessee is lawfully evicted, or if Lessee moves out or gives verbal or written notice (in person or by an authorized employee or agent) of intent to move out prior to the end of the lease term without the rent being paid in full for the entire remainder of the lease term or renewal or extension period or without prior written consent of Lessor, all remaining rents for the remainder of the lease term shall be accelerated and due immediately and automatically, without demand or notice. Such acceleration shall occur even if the rent for the current month has been paid in full.

(e) **Termination of possession.** If Lessee is in default as defined in subparagraph "a" above and if Lessee remains in default for three (3) days after Lessor gives notice of such default to Lessee, or if Lessee abandons the leased premises, Lessor may (with or without demand for performance) terminate Lessee's right of possession by giving one day's written notice to vacate; and Lessor shall be entitled to immediate
possessión without termination of Lessee's obligations under the lease. Lessor's repossessión shall not be considered an election to terminate this lease unless written notice of such intention to terminate is given to Lessee by Lessor. Repossession may be by voluntary agreement or by eviction lawsuit. Commencement of an eviction lawsuit shall not preclude other Lessor remedies under this lease or other laws.

(f) **Reletting costs.** If Lessee is in default under this lease and if Lessor terminates Lessee's right of possession without terminating this lease and Lessee's space is released, Lessee shall pay upon Lessor's demand the following: (i) all costs of reletting (which in no event shall be less than one month's rent), including leasing commissions, rent concessions (whether in the form of assuming or buying out lease remainders elsewhere, free rent for a period of time, or reduced rental rates), utilities during the vacancy, advertising costs, administrative overhead, and all costs of repair, remodeling, or redecorating for replacement tenants in Lessee's office space, (ii) all rent and other indebtedness due from Lessee to Lessor through the date of termination of Lessee's right of possession, and (iii) all rent and other sums required to be paid by Lessee during the remainder of the entire lease term, subject to the acceleration paragraphs above.

(g) **Mitigation by Lessor.** Upon eviction or voluntary vacation of the leased premises by Lessee without the lease being terminated by Lessor, Lessor shall make reasonable efforts to relet the leased premises. After deduction of reasonable expenses incurred by Lessor, Lessee shall receive credit for any rentals received by Lessor through reletting the leased premises during the remainder of the lease term or renewal or extension period. Such deductible expenses may include real estate commissions, attorney's fees, and all other commercially reasonable expenses in connection with reletting. Lawsuit to collect amounts due by Lessee under this lease may be brought from time to time on one or more occasions without the necessity of Lessor's waiting until the expiration of the lease term. If judgment for accelerated rents is recovered, Lessor shall give credit against such judgment for subsequent payments made by Lessee and subsequent rentals received by Lessor from other tenants of Lessee's office space, less lawful deductions and expenses of reletting.

(h) **Termination of lease.** Lessor may terminate this lease upon default by Lessee or at any time after Lessor's lawful re-entry or repossessión following default by Lessee. Lessor's agents have authority to terminate the lease only by written notice given pursuant to paragraph 27.1. After termination, Lessee shall remain liable to Lessor for all sums accruing and unpaid prior to termination and any year-end adjustments of building operating expense, prorated through the date of termination.

(i) **Damages.** In addition to other remedies, Lessor may recover actual damages incurred.

20.1 **Late Payment Fees and Other Expenses.**

Late payment fees as set forth in paragraph 3.2 shall be considered reasonable liquidated damages for the time, trouble, inconvenience, and administrative overhead expense incurred by Lessor in collecting late rentals, such elements of damages being uncertain and difficult to ascertain. Late payment fees shall not be liquidated damages for attorney's fees or for Lessor's loss of use of such funds during the time of delinquency. Whenever Lessee requests Lessor to take any action or give any consent required or permitted under this Lease, Lessee will reimburse Lessor for Lessor's reasonable costs incurred in reviewing the proposed action or consent, including reasonable attorneys', engineers', or architects' fees, within ten (10) days after Lessor's delivery to Lessee of a statement of such costs. Lessee shall be obligated to make such reimbursement without regard to whether Lessor consents to any such proposed action.

21.1 **Nonwaiver.**

The acceptance of monies past due or the failure to complain of any action, nonaction, delayed payment, or default, whether singular or repetitive, shall not constitute a waiver of rights or obligations under the lease. Lessor's or Lessee's waiver of any right or any default shall not constitute waiver of other rights, violations, defaults, or subsequent rights, violations, or defaults under this lease. No act or omission by Lessor or Lessor's agents shall be deemed an acceptance or surrender of the leased premises, and no agreement by Lessor to accept a surrender of the leased premises shall be valid unless it is in writing and signed by a duly authorized agent of Lessor.

Building name: 150 Lockhart Street  
Lessor's Name: Hays County, Texas  
Lessee's Name: City of San Marcos, Texas, administering the Women, Infants, and Children (“WIC”) Program of San Marcos  
Lessor initials:  
Lessee initials:
22.1 Transfer of Ownership by Lessor.
If Lessor transfers ownership of the office building (other than as security for a mortgage) and if Lessor has delivered to the transferee all of Lessee's security deposits and any prepaid rents, Lessor shall be released from all liability under the lease for Lessor obligations (other than for Lessor defaults arising prior to the transfer and noted in any estoppel certificate signed by Lessee); and such transferee shall become liable as Lessor. Such right to be released of liability shall accrue to subsequent owners only if such transfer is in good faith and for consideration.

23.1 Dispute Resolution.

(a) Negotiation. The Parties will attempt in good faith to resolve promptly through negotiation any claim or controversy arising out of or relating to this Lease. If a controversy or claim should arise, the Parties agree to each select a Representative and to have those Representatives meet at least once to attempt in good faith to resolve the dispute. For such purpose, any Party may request the others to meet within ten (10) days, at a mutually-agreed-upon time and place. The Parties shall, within ten (10) days after the Effective Date of this Contract, each designate to the other their respective Representatives, who shall be an executive-level individual with authority to settle disputes. Each of the Parties may change the designation of its Representative, but shall maintain at all times during the term of this Contract a designated Representative and shall ensure that the other Parties are notified of any change in the designation of its Representative.

(b) Mediation. If the dispute has not been resolved within thirty (30) days after the first meeting of the designated Representatives (or such longer period of time as may be mutually agreed upon), any of the parties may refer the claim or controversy to non-binding mediation conducted by a mutually-agreed-upon party qualified to perform mediation of disputes related to the subject matter of this Agreement (herein referred to as the "Mediator") by sending a written mediation request to the other party. In the event that such a request is made, the Parties agree to participate in the mediation process. The Parties and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the dispute. Should the Mediator ever be unable or unwilling to continue to serve, the parties shall select a successor Mediator. The mediation procedure shall be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties.

(c) Litigation. If the dispute is not resolved within thirty (30) days after the commencement of mediation, or if no mediation has been commenced within ninety (90) days after the first meeting between Representatives (or such longer period of time as may be mutually agreed upon), any of the Parties may commence litigation to resolve the dispute in any Texas state court of competent jurisdiction, or in the United States District Court for the Western District of Texas to the extent said Court shall have jurisdiction over the matter.

24.1 Surrender of Premises.
When Lessee moves out, Lessee shall surrender Lessee's office space in the same condition as on the date of lease commencement by Lessee (as changed or improved from time to time in accordance with this Agreement), less ordinary wear and tear. Removal of property from the leased premises is subject to paragraph 14.1. Upon surrender, Lessee shall provide Lessor with all of Lessee's keys, access codes and cards to the Leased Premises and the combination to all safes and vaults, if any in the Leased Premises.

25.1 Holding Over.
If Lessee remains in possession of the leased premises after the expiration of the lease (including valid lease extensions), then (i) Lessee shall be deemed to be occupying the leased premises as a tenant-at-sufferance on a daily basis, subject to all obligations of the lease, (ii) Lessee shall pay rent for the entire holdover period at the rate of 125% of the then-current rental rate under this lease, (iii) Lessee shall be subject to all other remedies of Lessor as provided in paragraph 19.1, and (iv) Lessee shall, to the extent permitted by law and without waiving any limitations on liability or immunity from suit or liability under applicable laws or the Texas Constitution, indemnify Lessor and/or prospective tenants for damages, including lost rentals, storage expenses, and attorney's fees. Holdover rents shall be immediately due on a daily basis and delinquent without notice or demand; and the prior written notice and
waiting period requirements of this lease shall not be necessary in order for Lessor to exercise remedies thereunder. By written agreement of the parties, Lessee may avoid being subjected to the above terms and penalties by extending the lease term for a period of one month (and for as many one-month periods thereafter as agreed to by the parties) at a minimum rate of 125% of the then-current rental rate under this lease.

26.1 Signs and Building Name.
Except for standard suite signage and building directory listings, there shall be no signs, symbols, or identifying marks on or in the building, halls, elevators, staircases, entrances, parking areas, landscape areas, doors, walls, or windows without prior written approval of Lessor. All signs or lettering shall conform to the sign and lettering criteria established by Lessor. Unless otherwise agreed by the parties, suite signage and building directory changes shall be done exclusively by Lessor and at Lessee's expense. Lessor may remove all unapproved signs without prior notice to Lessee and at Lessee's expense.

27.1 Notices.
Whenever written notice is required or permitted under this lease, such notice shall be in writing and shall be either (i) hand delivered personally to the party being notified, (ii) hand delivered to or inside such party's mailing address, (iii) delivered by fax provided there is a fax transmittal confirmation, or (iv) delivered at such party's mailing address by overnight commercial courier or by certified mail, return receipt requested. The mailing address of Lessor shall be the address to which Lessee normally mails or delivers the monthly rent unless Lessor notifies Lessee of a different address in writing. The mailing address of Lessee shall be Lessee's office space under this lease unless Lessee notifies Lessor of a different address in writing. Notice by noncertified mail is sufficient if actually received by the addressee or an employee or agent of addressee. The term "notice" shall be inclusive of notices, billings, requests, and demands.

28.1 Successors.
This lease shall bind and inure to the benefit of the parties, any guarantors of this lease, and their respective successors and assigns.

29.1 Building Operating Expense.
Unless otherwise agreed by the parties in writing, Lessor shall not charge Lessee for Building Operating Expenses, except those expenses defined in Section 7.2 and Section 8.2 of this Agreement. Valid charges for Building Operating Expenses shall be invoiced pursuant to Section 3.1, and shall be provided to Lessee in writing. Lessee shall include payment of any outstanding Building Operating Expenses in its next regular rent payment.

30.1 Representations and Warranties by Lessor.
Lessor warrants that Lessor is the sole owner of the land and improvements comprising the Lease Premises and that Lessor has full right to enter into this lease. Lessor's duties and warranties are limited to those expressly stated in this lease and shall not include any implied duties or implied warranties, now or in the future. No representations or warranties have been made by Lessor other than those expressly contained in this lease.

31.1 Place of Performance.
Unless otherwise expressly stated in this lease, all obligations under this lease, including payment of rent and other sums due, shall be performed in the county where the office building is located, at the address designated from time to time by Lessor.

32.1 Miscellaneous.
(a) This lease contains the entire agreement of the parties. NO OTHER WRITTEN OR ORAL PROMISES OR REPRESENTATIONS HAVE BEEN MADE, AND NONE SHALL BE BINDING. This lease supersedes and replaces any previous lease between the parties on Lessee's office space, including any renewals or extensions thereunder. Except for reasonable changes in written rules, this lease shall not be amended or changed except by written instrument, signed by both Lessor and Lessee. LESSOR'S AGENTS DO NOT AND WILL NOT HAVE AUTHORITY TO (1) MAKE EXCEPTIONS, CHANGES OR AMENDMENTS TO THIS LEASE, OR FACTUAL REPRESENTATIONS NOT EXPRESSLY CONTAINED IN THIS LEASE, (2) WAIVE ANY RIGHT, REQUIREMENT, OR PROVISION OF THIS LEASE, OR (3) RELEASE LESSEE FROM ALL OR PART OF THIS
LEASE, UNLESS SUCH ACTION IS IN WRITING AND SIGNED BY BOTH PARTIES TO THIS LEASE. Multiple lessees shall be jointly and severally liable under this lease. Notices, requests, or agreements to, from, or with one of multiple lessees shall be deemed to be to, from, or with all such Lessees. Under no circumstances shall Lessor or Lessee be considered an agent of the other. The lease shall not be construed against either party more or less favorably by reason of who drafted the lease or changes in the lease. Texas law applies. If any date of performance or exercise of a right ends on a Saturday, Sunday, or state holiday, such date shall be automatically extended through the next business day. Time is of the essence; and all performance dates, time schedules, and conditions precedent to exercising a right shall be strictly adhered to without delay except where otherwise expressly provided. Time for performance of non-monetary obligations of either party shall be reasonably extended to the extent delay is caused by force majeure (i.e. a cause such as riot, strikes, etc., beyond the control of the party obligated to perform). If any provision of this lease is invalid under present or future laws, the remainder of this lease shall not be affected.

(b) Subject to Funding. The obligations under this Lease are contingent upon the annual appropriation of funds by the San Marcos City Council based on funding from the Texas Department of State Health Services for the purposes of this Lease. If the San Marcos City Council fails to appropriate funds for such purposes in any fiscal year during the term of this Lease, the Lease term will be adjusted to terminate concurrently with the end of the period for which funding has been appropriated. Notwithstanding any other provision in this Lease to the contrary, termination of the Lease under this paragraph does not constitute a default by Lessee under any provisions of this Lease and the penalties and remedies for default outlined in this Lease are not applicable.

(c) Subject to State and Federal Funding Requirements. Notwithstanding anything to the contrary in this Lease, Landlord shall not assert or enforce a lien or security interest against any property of Lessee that is not permitted by applicable law or funding agreements with the State of Texas or United States of America related to the Lease Purpose. Moreover, any permitted lien or security interest shall be subordinate to any interest in property of the State of Texas or the United States of America arising by virtue of any funding agreements such entities may have with the Lessee. As Lessee is a governmental entity providing services funded with state and federal funds, Lessor agrees that it may not seize or deny access to any personal property, files, documents and any other possessions of Lessee or its officers, agents, employees or clients on or in the Leased Premises. In the event of a lock-out, Lessor agrees to allow Lessee all reasonable access during normal business hours to remove all such things enumerated in the previous sentence from the Leased Premises.

33.1 Exhibit List.
The exhibits attached to this lease are listed below. All exhibits are hereby incorporated in this Agreement by reference as if written fully herein.

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
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<tbody>
<tr>
<td>A</td>
<td>Floor Plan of Lessee's Office Space</td>
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<tr>
<td>B</td>
<td>Hazardous Materials Statement</td>
</tr>
</tbody>
</table>

34.1 Authority to Sign.
The names and signatures of all parties are shown below; and all persons signing have been duly authorized to sign.

(Signatures are located on the following page)

Building name: 150 Lochhart Street
Lessor's Name: Hays County, Texas
Lessee's Name: City of San Marcos, Texas, administering the Women, Infants, and Children ("WIC") Program of San Marcos

Lessor initials: [Signature]
Lessee initials: [Signature]
LENSOR

CITY OF SAN MARCOS
A MUNICIPAL CORPORATION
Printed name of company or firm (if applicable)

JAMES R. NUSE, P.E.,
Printed name of person signing

Signature

City Manager
Title of person signing (if applicable)

630 East Hopkins, San Marcos, Texas 78666
Lessor Address

[Signature]

Date signed (Please initial all pages and exhibits) 8/24/12

LESSEE

HAYS COUNTY
A POLITICAL SUBDIVISION OF THE STATE OF TEXAS
Printed name of company or firm (if applicable)

BERT COBB, M.D.
Printed name of person signing

[Signature]

County Judge
Title of person signing (if applicable)

111 E. San Antonio, San Marcos, Texas 78666
Lessee Address

[Signature] 8/14/12

Date signed (Please initial all pages and exhibits)

Attest: [Signature] County Clerk

Building name: 150 Lookhart Street
Lessor's Name: Hays County, Texas
Lessee's Name: City of San Marcos, Texas, administering the Women, Infants, and Children ("WIC") Program of San Marcos

Lessor initials: [Signature] Lessee initials: [Signature]
Floor Plan of Lessee's Office Space
(see paragraph 1.2 of lease)

Building Name: 150 Lockhart Street
Approximate Usable SF: 3,200
Approximate Rentable SF: 3,200

The parties agree that the floor plan outlined in bold or hashmarked below is a true and correct diagram of Lessee's office space referred to in paragraph 1.2.

(SEE THE FOLLOWING PAGE)
Hazardous Materials Statement

Various materials utilized in the construction of any improvements to the property or in the use thereof, past or present, may contain materials that have been or may in the future be determined to be hazardous. For example, some electrical transformers and other electrical components can contain PCBs, and asbestos may have been used in a wide variety of building components such as fire-proofing, air duct insulation, acoustical tiles, spray-on acoustical materials, linoleum, floor tiles and plaster. Such substances may be present on or in soils, underground water, building components or other portions of the leased premises in areas that may or may not be accessible or noticeable.

Current federal, state and local laws and regulations may require the clean-up of such hazardous or undesirable materials.

Lessor, real estate brokers, and leasing agents in this transaction have no expertise with respect to hazardous materials and have not made, nor will any of their statements constitute representations, either express or implied, regarding the existence or nonexistence of hazardous materials in or on the leased premises.
AGENDA CAPTION:
Consider approval of Resolution 2019-100R, approving a Commercial Lease Amendment with TwoFold, LLC for the lease of the WIC Program Satellite Office at 641 North Walnut Avenue, New Braunfels, Texas for the purpose of extending the lease term for one additional year with an increase in rent from $1550 to $1575 per month; authorizing the City Manager to execute said Commercial Lease Amendment; and declaring an effective date.

Meeting date: June 4, 2019

Department: Neighborhood Enhancement - WIC

Amount & Source of Funding
Funds Required: $19,500
Account Number: 52360 Building Rental - Various Divisions
Funds Available: $19,500
Account Name: Operating-Building Rental

Fiscal Note:
Prior Council Action: San Marcos City Council approved the initial lease for 641 N Walnut Avenue, New Braunfels, on August 7, 2018. The initial lease was for $1,550 per month plus a maximum of $50/month for an HVAC maintenance contract.

City Council Strategic Initiative: N/A

Comprehensive Plan Element(s): ☒ Parks, Public Spaces & Facilities - Choose an item.

Master Plan: N/A

Background Information:
From 2009 to 2018, the WIC Program leased from Two Fold LLC at 645 N Walnut Avenue in New Braunfels. In 2018, San Marcos City Council approved a new lease with the same landlord and WIC relocated next door to 641 N Walnut Avenue. The current item presented for approval extends the original 2018 lease at 641 N Walnut for an additional year to July 31, 2020. There is a slight increase in the monthly rental amount from $1,550 to $1,575, plus no more than $50 for an HVAC maintenance contract. Total cost for a year is $19,500.
Alternatives:

Recommendation: Recommend approval of this lease extension.
RESOLUTION NO. 2019- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A COMMERCIAL LEASE AMENDMENT WITH TWOFOLD, LLC FOR THE LEASE OF THE WIC PROGRAM SATELLITE OFFICE AT 641 NORTH WALNUT AVENUE, NEW BRAUNFELS, TEXAS FOR THE PURPOSE OF EXTENDING THE LEASE TERM FOR ONE ADDITIONAL YEAR WITH AN INCREASE IN RENT FROM $1,550 TO $1,575 PER MONTH; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID COMMERCIAL LEASE AMENDMENT; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The attached Commercial Lease Amendment between the City of San Marcos and TwoFold, L.L.C. (the “Lease Amendment”) is hereby approved.

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

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

ADOPTED on June 4, 2019.

Jane Hughson
Mayor

Attest:

Jamie Lee Case
City Clerk
# Texas Association of Realtors®
## Commercial Lease

### Table of Contents

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<td>Use and Hours</td>
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<td>Access By Landlord</td>
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<td>Move-In Condition</td>
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<td>Maintenance and Repairs</td>
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<td>A. Cleaning</td>
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<td>B. Conditions Caused by a Party</td>
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<td>C. Repair &amp; Maintenance Responsibility</td>
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<td>D. Repair Persons</td>
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<td>E. HVAC Service Contract</td>
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<td>24.</td>
<td>Assignment and Subletting</td>
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<td>Subordination</td>
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<td>Estoppel Certificates</td>
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<td>Casualty Loss</td>
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<td>35.</td>
<td>Special Provisions</td>
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<td>Agreement of the Parties</td>
<td>14</td>
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### Addenda & Exhibits (check all that apply)
- [X] Exhibit C - Addendum
- [ ] Exhibit __________
- [ ] Commercial Lease Addendum for Broker’s Fee
- [ ] Commercial Lease Expense Reimbursement Addendum
- [ ] Commercial Lease Addendum for Extension Option
- [ ] Commercial Lease Addendum for Percentage Rent
- [ ] Commercial Lease Parking Addendum
- [ ] Commercial Landlord’s Rules and Regulations
- [ ] Commercial Lease Guaranty
- [ ] Commercial Lease Right of First Refusal Addendum
- [ ] Commercial Lease Addendum for Optional Space
- [ ] Commercial Leasehold-Construction Addendum

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(TAR-2101) 5-26-06
Initiated for Identification by Tenant: __________
and Landlord: __________

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Donna Schesls Realty 173 S. SegrinNew Braunfels, TX 78130
Phone: (830) 832 - 6974 Fax: (830) 626 - 6993
Produced with ZipForm™ by REFormsNet, LLC 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipform.com
1. PARTIES: The parties to this lease are:
   Tenant: City of San Marcos - WIC Program
   Landlord: TWO FOLD LLC

2. LEASED PREMISES:
   A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):
      □ (1) Multiple-Tenant Property: Suite or Unit Number _______ containing approximately _______ square feet of rentable area in _______ (project name) at _______ (address) in _______ (city), _______ (county), Texas, which is legally described on attached Exhibit _______ or as follows:

      ☑ (2) Single-Tenant Property: The real property at: 641 N. Walnut Ave.
      _______ (address) in _______ NEW BRAUNFELS (city), Comal (county), Texas, which is legally described on attached Exhibit _______ or as follows:

   B. If Paragraph 2A(1) applies:
      (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
      (2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property.

3. TERM:
   A. Term: The term of this lease is _______ /__ months and _______ 0 _______ days, commencing on:
      _______ Sept. 1, 2018 _______ (Commencement Date) and ending on _______ July 31, 2019 _______ (Expiration Date).
Commercial Lease concerning: 641 N. Walnut, NB TX 78130

B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit or as follows:

from Sept. 1, 2018 to July 31, 2019: $1,250/

If Tenant takes possession of leased space before Sept. 1, 2018, Landlord will prorate rent for days in Aug. 2018.

B. First Full Month's Rent: The first full base monthly rent is due on or before Sept. 1, 2018.

C. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

D. Additional Rent: In addition to the base monthly rent and prorated rent, Tenant will pay Landlord all other amounts, as provided by the attached (Check all that apply):

☐ (1) Commercial Expense Reimbursement Addendum
☐ (2) Commercial Percentage Rent Addendum
☐ (3) Commercial Parking Addendum
☐ (4) 

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

E. Place of Payment: Tenant will remit all amounts due Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: TWO POLO LLC
Address: 39 Stonewest Circle, New Braunfels TX 78130

F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after

(TAR-2011) 5-26-06 Initiated for Identification by Tenant: , and Landlord: 

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Page 3 of 14
providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 5% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.

H. Returned Checks: Tenant will pay $25.00 (not to exceed $25) for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

5. SECURITY DEPOSIT:

A. Upon execution of this lease, Tenant will pay $ already paid $ to Landlord as a security deposit.

B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.

C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. TAXES: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises.

7. UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. (Check all that apply.)

| (1) Water | N/A |
| (2) Sewer | No |
| (3) Electric | No |
| (4) Gas | No |
| (5) Telephone | Yes |
| (6) Trash | Yes |
| (7) Cable | No |
| (8) All other utilities | No |

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.
C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

D. **After-Hours HVAC Charges:** "HVAC services" means heating, ventilating, and air conditioning of the leased premises. (Check one box only.)

1. Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

2. Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of $____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.

3. Tenant will pay for the HVAC services under this lease, except as provided otherwise in paragraph 13E and the addendum attached hereto.

8. **INSURANCE:**

A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:

   1. public liability insurance in an amount not less than $1,000,000.00 on an occurrence basis naming Landlord as an additional insured; and
   2. personal property damage insurance for Tenant's business operations and contents on the leased premises in an amount sufficient to replace such contents after a casualty loss.

B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.

C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:

   1. purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
   2. exercise Landlord's remedies under Paragraph 20.

D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate.

E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. **USE AND HOURS:**

A. Tenant may use the leased premises for the following purpose and no other: **WIC Consultations**
Commercial Lease concerning: 641 N. Walnut NB TX 78136

B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.

C. The Property maintains operating hours of (specify hours, days of week, and if inclusive or exclusive of weekends and holidays): 7 AM until 7 PM

10. LEGAL COMPLIANCE:

A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
   (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
   (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
   (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
   (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
   (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
   (6) the permanent or temporary storage of any hazardous material; or
   (7) 

B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.

C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

A. Tenant may not post or paint any signs at, on, or about the leased premises or Property without Landlord's written consent. Landlord may remove any unauthorized sign, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign.

B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.

C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs that were placed on the Property or leased premises by or at the request of Tenant. Any signs that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

(TAR-2101) 5-26-06 Initiated for Identification by Tenant: , and Landlord: 

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12. ACCESS BY LANDLORD:

A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.

B. During the last ___60___ days of this lease, Landlord may place a "For Lease" or similarly worded sign in the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT’S PERSONAL PROPERTY:

A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.

B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.

C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.

D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. □ Landlord ☑ Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.

C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The
specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

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<td>Glass and windows</td>
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<td>Fire protection equipment and fire sprinkler systems</td>
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<td>Exterior &amp; overhead doors, including closure devices, molding</td>
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<td>Grounds maintenance, including landscaping and irrigation systems</td>
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<td>Interior doors, including closure devices, frames, molding, locks, and hardware</td>
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<td>Ballast and lamp replacement</td>
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</table>

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(10), Tenant ☐ is ☒ not ☐ required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and charge Tenant the expense of such a maintenance and service contract or exercise Landlord's remedies under Paragraph 20.

F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and restrictions. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
G. **Notice of Repairs:** Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.

H. **Failure to Repair:** Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. **ALTERATIONS:**

A. Tenant may not alter, improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.

B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.

C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.

D. Any alterations, improvements, fixtures, or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. **LIENS:** Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. **LIABILITY:** To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

   A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;

B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. **INDEMNITY:** Each party will indemnify and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. **DEFAULT:**

   A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.

C. If Tenant is in default, Landlord may: (i) terminate Tenant's right to occupy the leased premises by providing Tenant with at least 3 days written notice; and (ii) accelerate all rents which are payable during the remainder of this lease or any renewal period without notice or demand. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
   (1) any lost rent;
   (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
   (3) repairs to the leased premises for use beyond normal wear and tear;
   (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
   (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
   (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
   (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
   (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property;
   (9) any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:
Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 2 times the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a copy of this lease as a financing statement.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.
25. RELOCATION:

☐ A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.

☑ B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
   (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
   (2) all advances made under any such lien, encumbrance, or ground lease;
   (3) the interest payable on any such lien or encumbrance;
   (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
   (5) any restrictive covenant affecting the leased premises or the Property; and
   (6) the rights of any owners' association affecting the leased premises or Property.

B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES: Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

28. CASUALTY LOSS:

A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.

B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.

C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.

D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.

(TAR-2101) 5-26-06 Initialed for Identification by Tenant: [Signature], and Landlord: [Signature]
E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover pre-judgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.

B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person, except:

C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) it is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

A. The brokers to this lease are:

<table>
<thead>
<tr>
<th>Cooperating Broker</th>
<th>License No.</th>
<th>Principal Broker</th>
<th>License No.</th>
</tr>
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<tbody>
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</table>

Address

Phone

Fax

E-mail

Cooperating Broker represents Tenant.

Principal Broker: (Check only one box)

- [ ] represents Landlord only.
- [ ] represents Tenant only.
- [ ] is an intermediary between Landlord and Tenant.
B. Fees:

☐ (1) Principal Broker's fee will be paid according to: (Check only one box).
☐ (a) a separate written commission agreement between Principal Broker and:
☐ Landlord ☐ Tenant.
☐ (b) the attached Addendum for Broker's Fee.

☐ (2) Cooperating Broker's fee will be paid according to: (Check only one box).
☐ (a) a separate written commission agreement between Cooperating Broker and:
☐ Principal Broker ☐ Landlord ☐ Tenant.
☐ (b) the attached Addendum for Broker's Fee.

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Tenant at the leased premises,

and a copy to:

City of San Marcos WIC Program
630 E Hopkins
Address: 630 E. Hopkins St. San Marcos TX 78666
Phone: 512-393-8043 Fax: 512-393-8043
☒ Tenant also consents to receive notices by e-mail at:

Landlord at:

TWO FOCO, LLC
Address: 39 Stonecrest Circle, New Braunfels TX 78132
Phone: 830-708-4446 Fax:

☐ Landlord also consents to receive notices by e-mail at:

35. SPECIAL PROVISIONS:

See Exhibit C - Addendum
36. AGREEMENT OF PARTIES:

A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.

B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.

C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.

D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.

E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.

F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.

G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.

H. Force Majeure: If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.

I. Time: Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

City of San Marcos - WC Program

Landlord
By
Date
Printed Name
Title

Tenant
By
Date
Printed Name
Title

(TAR-2101) 5-26-06

Produced with ZipForm™ by RE FormsNet, LLC 18070 Fifteen Mile Road, Fraser, Michigan 48026  www.zipform.com
EXHIBIT “C” - ADDENDUM TO COMMERCIAL LEASE
641 N. Walnut Ave.

This addendum ("Addendum") hereby amends, modifies and supplements that certain Commercial
Lease (the "Lease") effective September 1, 2018 herewith by and between the City of San Marcos,
Texas – WIC Program (the "Tenant") and TwoFold, LLC (the "Landlord"). This Addendum is
executed contemporaneously with the Lease and in consideration of the parties agreeing to the
terms of the Lease as amended hereby.

The Lease is amended as follows:

1. All obligations of the Tenant, including, but not limited to, any duty to indemnify under
paragraph 19 or other paragraph, shall be enforceable against Tenant only to the extent permitted
by law and with the limitation that Tenant, in no manner waives any limitations on liability or any
immunity granted by applicable laws or the Texas Constitution.

2. The limitation on liability of Landlord under paragraph 18 shall not extend to any losses or
damages caused in whole or in part by the negligent acts or omissions of Landlord applying
applicable principles of comparative negligence.

3. Notwithstanding anything to the contrary in Paragraph 23, Landlord shall not assert or
enforce a lien or security interest against any property of Tenant that is not permitted by applicable
law to be asserted or enforced against a Texas municipality. Moreover any such lien or security
interest shall be subordinate to any interest in property of the State of Texas or the United States
of America arising by virtue of any funding agreements such entities may have with the Tenant.

4. The obligations under this Lease are contingent upon the annual appropriation of funds by
the San Marcos City Council based on funding from the Texas Department of State Health Services
for the purposes of this Lease. If such funding is not received in any fiscal year during the term of
this Lease, the Lease term will be adjusted to terminate concurrently with the end of the period for
which funding has been appropriated. Notwithstanding any other provision in this Lease to the
contrary, termination of the Lease under this paragraph does not constitute a default by Lessee
under any provisions of this Lease and the penalties and remedies for default outlined in this Lease
are not applicable.

5. Tenant’s existing pylon sign at the corner of Walnut and Bavarian will remain in place
until such time as the Landlord approves a redesign reducing Tenant’s sign space by half to allow
other tenants of Landlord in adjacent spaces to add signage to the other half of such pylon. The
other tenant is responsible for the full cost of any and all sign modifications as well as getting any
necessary permits from the City of New Braunfels. The Texas WIC logo will be provided and
cannot be changed in any way.

agrees to pay $500.00 toward the cost of the toilet upon completion. In addition, Landlord may
apply $1,500.00 from Tenant’s deposit refund for its former leased space at 645 North Walnut
toward the cost of the new toilet.
7. Prior to move-in by Tenant, Landlord shall ensure that the HVAC system for the Leased Premises is in good working condition and recently serviced by a certified HVAC technician. In addition, prior to move-in by Tenant, Landlord shall repair the flooring damaged by such leaking HVAC system.

8. Landlord shall maintain a maintenance and service contract for the HVAC system. Tenant shall each month, pay Landlord the lesser of the actual monthly cost to Landlord or $50.00 for maintenance of the HVAC Systems.

9. Landlord will dedicate 8 parking spaces (6 in the front and 2 in the back) for Tenant’s sole use during Tenant’s regular business hours as indicated by signage or other means approved by both parties.

Executed and Agreed to effective as of the date of the approval by the city council of the City of San Marcos of the Lease as amended hereby.

CITY OF SAN MARCOS, TENANT

By: ___________________________
Name: Berth Humbrecco
Title: City Manager
Date: 08/15/18

TWO FOLD, LLC, LANDLORD

By: ___________________________
Name: Carry Clear
Title: Manager
Date: 7-24-18
AMENDMENT TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING
THE LEASED PREMISES AT 511 N. Walnut Ave, New Braunfels, Comal
County, Texas

Effective on 5-10-19, Landlord and Tenant amend the above-referenced lease as follows:

☐ A. Leased Premises: The suite or unit number identified in Paragraph 2A(1) is:
   (1) changed to ____________ .
   (2) contains approximately ____________ square feet.

☐ B. Term:
   (1) The length of the term stated in Paragraph 3A is changed to ____________ months and ____________ days.
   (2) The Commencement Date stated in Paragraph 3A is changed to __________________ .
   (3) The Expiration Date stated in Paragraph 3A is changed to __________________ .

☐ C. Rent: The amount of the base monthly rent specified in Paragraph 4A is changed to:
   $__________________  from ____________ to ____________ .
   $__________________  from ____________ to ____________ .
   $__________________  from ____________ to ____________ .
   $__________________  from ____________ to ____________ .

☐ D. Security Deposit: The amount of the security deposit in Paragraph 5 is changed to $__________________ .

☐ E. Maintenance and Repairs: The following item(s) specified in the identified subparagraph of Paragraph 15C will be maintained by the party designated below:

<table>
<thead>
<tr>
<th>Para. No.</th>
<th>Description</th>
<th>Responsible Party</th>
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</table>

☐ F. Parking:

☐ (1) Common Parking: The number of vehicles identified in Paragraph A(1) of the Commercial Lease Parking Addendum is changed __________________ to vehicles.

☐ (2) Restricted Common Parking for Tenants: The number of vehicles identified in Paragraph A(2) of the Commercial Lease Parking Addendum is changed to __________________ vehicles.
Amendment to Commercial Lease concerning

☐ (3) Assigned Parking: Tenant's assigned parking areas identified in Paragraph A(3) of the Commercial Lease Parking Addendum is changed to

☐ (4) Parking Rental: The amount of rent identified in Paragraph B of the Commercial Lease Parking Addendum is changed to $ ________________

☐ G. Other: Paragraph(s) ________________ are changed to read (cite specific paragraphs and copy the applicable paragraphs verbatim, making any necessary changes):

Landlord: TWO FOLD LLC
By: LARRY LEHR manager
By (signature): 
Printed Name: LARRY LEHR
Title: manager Date: 5-7-19

Tenant: City of San Marcos - WIC program
By: __________________________
By (signature):
Printed Name: __________________________
Title: __________________________ Date: 

By: __________________________
By (signature):
Printed Name: __________________________
Title: __________________________ Date: 

(TAR-2114) 1-26-10
AGENDA CAPTION:
Consider approval of Resolution 2019-101R, approving the award of a two-year contract for Utility Rate Study to GDS Associates, Inc. (RFP #219-119) in the not to exceed sum of $80,000, to independently analyze and assess the City’s current rate structure for the Water, Wastewater, And Electric Utility rates assessed by the City, determine an updated cost of service, and provide recommendation for equitable sustainable cost recovery by customer class; and declaring an effective date.

Meeting date: June 4, 2019

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

Amount & Source of Funding
Funds Required: $80,000, FY19 $40,000
Account Number: 21006322.52230, 22006335.52230
Funds Available: $40,000
Account Name: Professional Services

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

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

Comprehensive Plan Element(s): [Please select the Plan element(s) and Goal # from dropdown menu below]
☒ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☐ Land Use - Choose an item.
☐ Neighborhoods & Housing - Choose an item.
☐ Parks, Public Spaces & Facilities - Choose an item.
Background Information:
On February 3, 2019, the City issued a Request for Proposals (RFP), 219-119, for Utility Rate Study. The City received seven (7) proposals which were evaluated by a City-staffed evaluation committee. The committee determined that GDS Associates, Inc., located in Austin, Texas, is the most highly qualified firm based on demonstrated competence and qualifications and on fair and reasonable pricing.

The contract is effective for a two (2) year initial term to independently analyze and assess the City’s current rate structure, determine an updated cost of service, and provide recommendation for equitable sustainable cost recovery by customer class. The purpose of this study is to provide the City with information sufficient to support a recommendation to the City Council for adjustments in utility rates.

This study will also determine the adequacy and most appropriate rate structure for the water, wastewater, and electric utility rates assessed by the City considering such issues as conservation, consumption characteristics of various customer classes, deviation from cost of services principles and fairness and equity implications, and customer understanding. The City updates the rate modeling annually and forecasts revenues, expenses, and anticipated rates for a ten (10) year period.

Based on the results of the rate study, the City intends to present a recommendation to the Citizen Utility Advisory Board (CUAB) in June 2019.

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

Alternatives:
Click or tap here to enter text.

Recommendation:
Award a contract to GDS Associates, Inc., Austin, Texas, for Utility Rate Study for an initial two (2) year term in an amount not to exceed $80,000.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING THE AWARD OF A TWO-YEAR CONTRACT FOR A UTILITY RATE STUDY TO GDS ASSOCIATES, INC. (RFP #219-119) IN THE NOT TO EXCEED SUM OF $80,000; 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 two-year contract with GDS Associates, Inc. for a utility rate study (RFP #219-119) in the not to exceed sum of $80,000 is approved.

PART 2. The city manager or his designee is authorized to execute the contract on behalf of the city.

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

ADOPTED on June 4, 2019.

Jane Hughson
Mayor

Attest:

Jamie Lee Case
City Clerk
RECOMMENDATION MEMO

TO:       Lynda Williams, Purchasing Manager
FROM:     Evaluation Committee Members
DATE:     MARCH 22, 2019
RE:       219-119, Utility Rate Study

As a member of the Evaluation Committee for the referenced solicitation, I have completed my evaluations pursuant to Texas Government Code 2254 and Local Government Code 252, for proposals submitted in response to this solicitation. I have performed these evaluations fairly and in strict compliance to the rules and guidelines for which I have attested.

By my signature concurrence below, GDS Associates, Inc. located in Austin, Texas, is the best value based on the relative important of price, experience, and all other evaluated factors. The Evaluation Committee elects to forgo the interview process and subsequently recommends award to the top-ranked firm.

CONCURRENCE:

[Signatures]

Heather Hulbert
{Name}
{Signature}
{Date: March 22, 2019}

[name]
{Name}
{Signature}
{Date: 3/22/19}

{name}
{Name}
{Signature}

Rev. 08/20/18
## PROPOSAL SUBMITTAL LOG

Utility Rate Study

#219-119

February 28, 2019 – 2:00 p.m., C.S.T.

<table>
<thead>
<tr>
<th>PROPONENT NAME</th>
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| Raftelis Financial Consultants, Inc.  
Austin, Texas |
| Schneider Engineering, Ltd.  
Boerne, Texas |
| NewGen Strategies and Solutions, LLC  
Richardson, Texas |
| Avant Energy, Inc.  
Minneapolis, Minnesota |
| Utility Financial Solutions, LLC  
Holland, Michigan |
| Willdan Financial Services  
Plano, Texas |
| GDS Associates, Inc.  
Austin, Texas |

Recorded by: [Signature]

Witnessed by: [Signature]

Rev. 05/23/18
AGENDA CAPTION:
Consider approval of Resolution 2019-102R, approving a contract with ProCare Automotive, LLC (AMM Collision Center) for the repair of unforeseen Hail Damage to City Vehicles in the amount of $327,398.29; authorizing the City Manager to execute said contract; and declaring an effective date.
Meeting date: June 4, 2019

Department: Community Services - Drew Wells, Interim Director (By Lynda Williams, Purchasing Manager)

Amount & Source of Funding
Funds Required: $327,398.29
Account Number: Various
Funds Available: $327,398
Account Name: Insurance Proceeds

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:
On April 6, 2019, numerous City owned or leased vehicles were damaged due to a hail storm event in the San Marcos area. After an assessment of the vehicles it was determined that approximately 156 vehicles require body repair. Pursuant to Local Government Code 252.022(a)(3), this contract is necessary because of unforeseen damage to public property.

The City’s Fleet division will be responsible for managing the delivery and pickup of vehicles on a rotating schedule to AMM Collision Center located in San Marcos, Texas (assumed name of Procare Automotive, LLC, New Braunfels, Texas). It is estimated that it will require six months to complete repairs of all designated hail damaged vehicles at a cost of $327,398.29.

The City will be compensated its cost for these repairs from TML Risk Pool.

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

Alternatives:
Click or tap here to enter text.

Recommendation:
Recommend award of a contract with AMM Collision Center, assumed name of Procare Automotive, LLC for the amount of $327,398.29.
RESOLUTION NO. 2019- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A CONTRACT WITH PROCARE AUTOMOTIVE, LLC (“AMM COLLISION CENTER”) FOR THE REPAIR OF UNFORESEEN HAIL DAMAGE TO CITY VEHICLES IN THE AMOUNT OF $327,398.29; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The attached Services Contract with Procare Automotive, LLC (No. 219-268) is hereby approved.

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

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

ADOPTED on June 4, 2019.

Jane Hughson
Mayor

Attest:

Jamie Lee Case
City Clerk
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**TOTAL OWNED ANIMAL SVCS (NE):** $5,124.70

| 799| 75-289 | 1FTEX1CMZ2EKF78442 | Ford | F150 | 2014 | Community Services | $1,287.71 | 904-0114-5 |

**TOTAL OWNED CS:** $1,287.71

| 1010| 75-211L| 1FTFX1CSJFC35878 | Ford | F150 Super Cab | 2018 | Community Services | $2,364.10 | 904-0114-41 |
| 1021| 75-216L| 3C7WKEK9G298496 | Dodge | Ram 4500 | 2018 | Community Services | $3,132.20 | 904-0114-9 |
| 1028| 75-218L| 5NMZT3LB8JH071588 | Hyundai | Santa Fe | 2018 | Community Services | $732.15 | 904-0114-8 |
| 1029| 75-219L| 2GNALCE6H1578860 | Chevrolet | Equinox | 2018 | Community Services | $3,700.75 | 904-0114-16 |

**TOTAL OWNED SMEU:** $45,859.93

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| 918| 17004 | 3C7WRMFL2GG351804 | RAM | ALTEC BUCKET TRK | 2016 | ELECTRIC | $2,311.35 | 904-0240-0 |
| 666| 37-912 | 1F00X18668A15797 | Ford | F450 | 2011 | Electric | $5,003.00 | 904-0116-21 |
| 717| 37-919 | 1F00X186B884480 | Ford | F450 | 2012 | Electric | $4,799.33 | 904-0116-16 |
| 740| 37-921 | 571BE1626DM000979 | Unknown | Unknown | 2013 | Electric | $3,285.00 | 904-0116-0 |
| 748| 37-923 | 3C7WRFL9D595783 | Dodge | 5500 | 2013 | Electric | $2,794.00 | 904-0116-15 |
| 830| 37-927 | 3C7WRLAF7G07682 | Dodge | 4500 | 2015 | Electric | $1,985.75 | 904-0116-19 |
| 831| 37-928 | 3C7WRLAL1FG07683 | Dodge | 4500 | 2015 | Electric | $3,636.45 | 904-0116-17 |
| 909| 37-931 | 1FTEW1C6GKF26465 | Ford | F150 1/2T | 2016 | Electric | $4,502.55 | 904-0116-18 |
| 749| 38-907 | 1FTEX1CM9D1G34441 | Ford | F150 Super Cab | 2013 | Electric | $5,234.72 | 904-0116-0 |
| 795| 38-908 | 1FTEX1CM7EKF79229 | Ford | F150 Super Cab | 2014 | Electric | $5,082.82 | 904-0116-10 |
| 911| 38-909 | 1FTEW1C6GKF26464 | Ford | F150 1/2T | 2016 | Electric | $4,406.49 | 904-0116-4 |
| 910| 38-910 | 1FTEW1C6GKF26463 | Ford | F150 1/2T | 2016 | Electric | $4,966.92 | 904-0116-3 |

**TOTAL OWNED SMEU:** $45,859.93

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| 937| 38-161L| 1FTEX1CP4HHD84235 | Ford | F150 Super Cab | 2017 | Electric | $3,771.62 | 904-0116-02 |</p>
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**TOTAL LEASED TRANS:** $31,046.80

**TOTAL OWNED WATER:** $7,656.90
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**TOTAL LEASED WATER: $45,758.75**

TOTAL LEASED: $202,301.32
TOTAL OWNED: $125,096.97

GRAND TOTAL: $327,398.29
AGENDA CAPTION:
Consider approval of Change in Service No. 3 related to the Community Development Block Grant-Disaster Recovery (CDBG-DR) Blanco Gardens Drainage Improvement Project with Scheibe Consulting for Professional Engineering Services related to providing design and construction phase services in an amount of $1,129,053.

Meeting date: June 4, 2019

Department: Engineering/CIP

Amount & Source of Funding
Funds Required: $1,129,053
Account Number: 130281132-56252
Funds Available: $5,000,000
Account Name: Blanco Gardens Drainage Improvements

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

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

Comprehensive Plan Element(s): [Please select the Plan element(s) and Goal # from dropdown menu below]
☐ Economic Development - Choose an item.
☒ Environment & Resource Protection - Population Prepared for and resilient to Man-Made & Natural Disasters
☐ Land Use - Choose an item.
☐ Neighborhoods & Housing - Choose an item.
☐ Parks, Public Spaces & Facilities - Well maintained public facilities that meet needs of our community
Master Plan: [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]
Stormwater Master Plan

Background Information:
This project was ranked #2 of 4 infrastructure projects identified in the City of San Marcos CDBG-DR Infrastructure Feasibility Study performed by AECOM. The scope of work for this change in service provides professional engineering services through final design and construction phase.

The Preliminary Engineering Report phase has been completed and the recommended improvements include the addition of new storm sewer systems along Conway Street, Barbara Drive and River Road to relieve the system in the remaining parts of the subdivision. Adding new inlets along River Road that connect to an existing channel parallel to the Woods Apartments is also proposed to relieve the existing storm system. Channel work and street regrading will also be included in the design. Attached is a conceptual layout of the recommended improvements.

The PER level total construction cost estimate is $7,588,238. The engineering fee for the Change in Service has been reviewed and approved for Cost Reasonableness in compliance with the CDBG-DR requirements.

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

Alternatives:
N/A

Recommendation:
Approve Change in Service No. 3
Project Understanding

The work to be performed by Scheibe Consulting, LLC. (Scheibe or the Consultant) under this contract will consist of providing a revised 30% design Construction Documents (CDs), final design (60/90/100%) CDs, Bid Phase Services, and Construction Phase Services for the Blanco Gardens Drainage Improvement Project. The project consists of the following proposed improvements (reference Exhibit A for an illustration of these proposed improvement locations):

- **New Storm Drain System** – the installation of up to approximately 7,300 linear feet of 24- to 60-inch stormsewer line within Barbara Drive, Conway Drive, Bliss Lane, and River Road and a new outfall to the San Marcos River. The proposed system will relieve the existing, undersized storm drain system to achieve the City’s 25-year level of service criteria. Minor modifications and rerouting of portions of the existing stormsewer system will also be evaluated to meet the project objectives.

- **New Water Line Improvements** – the installation of up to approximately 320 linear feet of 8-inch DIA water main from along Bliss Ln., between Conway Dr. and Barbara Dr.

- **River Road Reconstruction** – the regrading of River Road, from approximately 175-ft South of Linda Drive to 140-ft North of Cape Road, to improve conveyance of regional flooding of the Blanco Gardens Neighborhood (from the Blanco River). Regional conveyance will be improved by lowering the (super-elevated) Western side of River Road by crowning the road in the center, and ultimately allowing more flood conveyance to the diversion channel at the Woods Apartment Complex.

- **New Diversion Channel** – the construction of an approximate 60 ft bottom width, 3:1 side slope, trapezoidal diversion channel. This channel is to convey a portion of the overflow water from the Blanco River (post berm construction) that runs along River Rd., and convey this overflow runoff in a southeasterly direction along Animal Shelter Rd. and ultimately discharging it into an open field (owned by the City of San Marcos). At this discharge point of this diversion channel, the runoff is to be converted back to a sheet flow condition, and ultimately drain toward the San Marcos River, away from the Blanco Gardens Neighborhood.

Note: These main improvements are to be permitted following standard NEPA requirements. Preliminary discussions with USFWS has revealed that project mitigation will be handled via updates to the current MS4 permit and will include regional updates to public awareness and public educational programs. The City is currently working with another consulting firm on this update to the MS4 permit, and as a result no proposed water quality improvements are planned for this project.

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

- **CDBG-DR funded Blanco River “Berm” Project.** This project will include the construction of a diversion berm along a portion of the western bank of the Blanco River, along with a large diversion “channel” through City owned property (east / southeast) of the WWTP on Animal Shelter Rd. This project also includes the construction of a berm along Animal Shelter Rd. in close proximity to this proposed diversion channel.

- **COSM WW Force Main Project.** This project will consist of a new wastewater force main along River Rd. to the WWTP along Animal Shelter Rd, and construction of an approximate 60” storm drain pipe within River Road ROW that will be used as part of this Blanco Gardens Stormsewer Improvement Project.
The general scope of this proposed drainage improvement project was defined in the Blanco Gardens Drainage Improvement Project PER report. As noted in the PER report, the construction of the proposed stormsewer improvements will aid in reducing local drainage nuisance flooding and local flood risk to the overall neighborhood. The construction of the roadway improvements to River Road will result in a reduction in regional flood risk to the neighborhood that may occur from flood waters overflowing of the Blanco River and draining through this neighborhood. The full benefit of the River Road regrading will be realized when it is constructed in conjunction with the regional Blanco River “Berm” Project.

Basic Scope of Services

I. Design Phase (30% Revised)
A preliminary 30% design of the proposed stormsewer improvements was developed in the PER stage of this project with the main goal of identifying utility conflicts and collaboration with the on-going River Road Force Main Project. This “30% Revised” effort will include minor updates to the previously developed 30% stormsewer design (focused mainly on outfall changes and other minor tweaks), followed by a 30% roadway improvement design, additional field survey, and a large portion of the environmental permitting for this project.

1. Project Management: This task consists of effort associated with project administration, coordination with City staff, coordination and supervision of the project team, project meetings, monthly progress reports (assuming 2 total), and quality management so that project milestones and deliverables meet schedule and budget constraints. Meetings are further defined below:

   a. Project Meetings: Four (4) in-person project meetings at the City of San Marcos Engineering Department have been budgeted for the Design Phase (30% Revised) of this project. It is assumed that no public meetings will be required for this phase of the project. If additional meetings are needed, these can be billed at our hourly rates as noted in our fee schedule.

2. Topographic & SUE Survey: Scheibe (via a subconsultant) will conduct a topographic and SUE survey for the (blue) shaded area (noted as “Area A”) shown in the attached Exhibit B, for the purpose of preparing Design Documents. Scheibe will prepare an electronic map showing the following:

   a. Topographic Survey:

      i. Will utilize existing project control as established during previous work authorization and will supplement control as needed. Vertical datum for this survey will be based upon GPS observations to NGS CORS stations using NAVD88 datum, and orthometric heights computed using Geoid 12A.

      ii. Will perform a topographic survey (1-ft Contours) for “Area A” & “Area B” as noted in Exhibit B.

      iii. For “Area A” existing trees, size and type – 8” and above caliper for Native Oaks, Elms, Madrone, and Pecan, Celtis Occidentalis (Hackberry), Juniperus Virginiana, Juniperus Ashei (Common Cedar), Chinaberry, mesquite and Ligustrum trees per San Marcos City Ordinances, Section 5.5.2.2-(g)(2).

      iv. Locate visible and apparent physical features within survey area, including but not limited to grade breaks, pavement markings, curbs, driveways, sidewalks, steps, ramps, docks, fences, walls, buildings, stairs, railings, signs, utility meters, fire
hydrants, utility valves, power poles, light poles, manholes, clean-outs, pull boxes, inlets, drains, drainage features, water meters, and culverts.

v. Shot at top of nut of water and gas valves. Provide spot elevations at top of accessible utility manhole covers. Provide invert elevation of manhole, size and elevation of pipes entering or existing manhole, and direction of flow of accessible sewer and storm drainage structures with the limits of the survey area.

vi. Prepare a Digital Terrain Model and depict contours at 1’ intervals. Include spot elevations (on an approximate 50-foot grid) to the nearest 0.01 foot on paved or hard surfaces, and to the nearest 0.10 foot on non-paved surfaces.

vii. Survey drawing will be provided in Microstation Format.

viii. Two supplemental survey efforts have been identified and will be conducted should the need arise.

Note: The effort for “Area B” does not include a Subsurface Utility Engineering (SUE) Survey, ROW survey, boundary survey, or existing easement survey. Should this effort be needed, this will be considered as additional services.

b. SUE Survey “Area A” Only

i. Scheibe Team will provide Subsurface Utility Engineering (SUE) Quality Levels B through D within the areas shown as Proposed Survey (Area A) on Exhibit B, within River Road from back of existing curb line to back of existing curb line.

ii. The accuracy of subsurface data can be influenced by factors beyond Scheibe’s control such as conductivity of materials and their surroundings, soil moisture content, proximity of other underground utilities or structures, depth of utility, etc. Therefore, only the accuracy of data obtained by actual physical verification (through vacuum excavation or otherwise) can be guaranteed to applicable engineering and/or surveying standards.

iii. Paint markings placed on the ground by Scheibe Team are to be used for design purposes only and not for construction purposes. The use of QL-B information provided does not relieve any contractor or the Client from the duty to comply with applicable utility damage prevention laws and regulations, including, but not limited to, giving notification to utility owners or One-Call centers before excavation. Scheibe Team will not be responsible for any omission of utility information that is not obtainable via electromagnetic, sonic, or acoustical designating services.

iv. Non-metallic piping, inactive electric, and/or communication lines may or may not be found by electromagnetic, sonic, or acoustical designating practices. Scheibe Team does not warrant and/or guarantee that all existing utilities will be found.

v. The Client will provide Scheibe Team with all record information and profile drawings of utilities within the project site that the Client has already collected.

vi. Scheibe Team personnel will have un-restricted access to the project area for ten (10) daylight hours per day. No night work will be required.
vii. Due to the presence of utility manholes within the roadway of River Road, Scheibe Team assumes that special traffic control measures will be required to complete the QL-B SUE work. Scheibe Team assumes that no special traffic control plans will need to be developed to obtain closure permitting from the City.

viii. Scheibe Team assumes that 2 days of special traffic control will be required, and the daily cost will not exceed $2,500 per day.

ix. Scheibe Team assumes that all manholes will be easily opened, and adjacent structure will be free of all obstructions.

x. Scheibe Team assumes that no more than 4,000 LF of utilities exist to be designated and that any facilities that do not have surface access for the passage of a duct rodder will be made of a material that is conducive to conductive or inductive electromagnetic designating.

xi. No confined space entry of any manholes or structure will be required and is excluded from the scope of this proposal.

xii. It is assumed that no more than 6 manholes exist within the project limits requiring access by utility designation crews.

xiii. If any of the above assumptions proves incorrect, a change order for additional funds will be developed based on the additional expense incurred.

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

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

Scheibe Team will attempt to contact utility providers, counties and other agency suppliers identified through the utility easement information, Texas One-Call systems, and via vehicle reconnaissance and inventory of utility marker posts along adjacent roadways. The sole purpose of this activity is to collect existing record information of utility systems that may have an impact on this project. Any utility that is found in the field, by use of designating geophysical equipment and is not evident on any collected record information, will be shown in the QL-B utility file as an “unknown” utility as required by ASCE CI 38-02.

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

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

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

*Note: This effort does not include any new ROW survey, boundary survey, or existing easement survey for “Area A”. Should this effort be needed, this will be considered as additional services.*

3. Environmental Assessment (EA): Scheibe assumes that the appropriate level of effort associated with the ultimate project’s environmental review would be an Environmental Assessment (EA) in accordance with 24 CFR Part 58 Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities – Subpart E (Environmental Review Process: Environmental Assessments). Excluded services are listed below under Additional Clarifications and Exclusions. Although this particular task is to be started in the “30% Revised” phase of this project, it is anticipated that this EA will extend into the “Design Phase (60/90/100%)”. In addition, it is assumed that the majority of the archeological/cultural resources aspects of this overall EA will be completed during the “construction phase” of this project, to ensure daily monitoring of excavation within the sensitive area of the proposed stormsewer outfall to the San Marcos River. It should be noted that a portion of this project will include a pre-construction archeological investigation, but this effort will be focused on the proposed diversion channel area only, as noted below.

Scheibe Team will provide the documentation necessary to complete the EA along with supporting mapping and documentation where necessary.

Scheibe assumes that the EA will assess one (1) Build Alternative. Scheibe Team will investigate the following primary topics and provide the indicated project support tasks:

- Cultural Resources
  - Archeological Resources
    - Antiquities Permit Submittal
      - The permit application will summarize known resources in the area, assess the likelihood of encountering unknown deposits, and propose a pre-construction survey of the drainage channel (approximately 50’ x 2,500’). The permit will cover pre-construction survey of drainage channel alignment and construction-phase monitoring of trunk line installation.
    - Pre-construction Archeological Survey
• Pre-construction survey is assumed to be primarily focused on the proposed diversion channel, which is anticipated to require mechanical excavations and limited shovel tests. Additional, limited shovel tests are possible along the trunk line alignment.
  ▪ Interim Draft Survey Report submittal to THC
    • Interim report will cover findings from the pre-construction survey.
  ▪ Full Draft and Final Survey Report to THC
    • Full report will include results from the drainage channel survey and the trunk line excavation monitoring.
  ▪ THC Coordination Letter
    • The letter will summarize known resources in the area, assess the likelihood of encountering unknown deposits, and propose construction-phase monitoring of the excavation of the proposed storm sewer near its outfall into the San Marcos River.
      o Historic Resources
        ▪ THC Coordination Letter
          • The letter will summarize known resources in the area and propose survey of parcels within the project's Area of Potential Effects (APE) because known historic-age structures are present in the vicinity.
        ▪ Historic Resources Survey and Letter
          • The Historic Resources Survey will document historic-age resources in the APE and provide recommendations regarding eligibility for listing on the National Register of Historic Places. In addition, potential impacts to the properties will be assessed.
  • Water Resources, Wetlands, and Floodplains (no hydrologic analysis or modelling included)
    o Waters of the U.S. (including wetlands) determination and delineation
    o Pre-construction Notification to the USACE
  • Threatened and Endangered Species Habitat Assessment
  • Informal Endangered Species Act (ESA) section 7 consultation with USFWS
  • Hazardous Materials Database Search and Analysis
  • Socioeconomic/Environmental Justice
  • HUD Noise Analysis (manual method to be completed according to HUD requirements)
  • Airport Clear Zones/CZMA Proximity
  • Draft language for EA Finding and RROF to support the City's submittal

The EA will be prepared to comply with 24 CFR Part 50.4, 58.5, and 58.6 Laws and Authorities including statements with regard to these categories mentioned in the guidance:

• the National Historic Preservation Act of 1966 and other cultural resources regulations
• Floodplain Management
• Wetlands Protection
• Coastal Zone Management
• Sole Source Aquifers
• Endangered Species
• Wild and Scenic Rivers
• Air Quality
• Farmland Protection
• Noise Control and Abatement
• Explosive and Flammable Operations
• Airport Hazards (Runway Clear Zones)
Additional Clarifications and Exclusions

The National Historic Preservation Act of 1966 and other cultural resources regulations: A search of the Texas Archaeological Resources Laboratory (TARL) and Texas Historical Commission (THC) databases will be conducted to identify known resources in the project area. The THC coordination letter for historic resources will be prepared that establishes the APE for historic resource investigations and proposes surveys for historic-age resources. It is assumed that a Historic Resource Survey and report will be required where major excavations and new easements/acquisitions are proposed. Archeological field investigations would include pre-construction deep trenching along the alignment of the proposed diversion channel (approximately 50 feet by 2,500 feet), and construction-phase monitoring of the excavation and installation of the trunk line outfall. An Interim Survey Report will be prepared and submitted to the THC that details the finding of pre-construction surveys. A Full Survey Report will be prepared and submitted after completion of construction phase monitoring and will detail findings from the monitoring.

Scheibe understands the City may provide the equipment and operator needed to perform the mechanical trenching associated with the archeological survey. Should Scheibe be required to secure these items, they would be provided on a per-day basis. The potential cost for these supplemental services is included as SS-5 in the Fee Schedule, and assumes five (5) days total for 3rd party backhoe trenching services.

Exclusions: Human remains evaluation/coordination/removal.

Endangered Species Act: Scheibe assumes that the project impacts would require informal section 7 consultation with the US Fish & Wildlife Service (USFWS) due to critical habitat units and other resources in the San Marcos River. Scheibe Team will support preliminary discussions with USFWS to discuss impacts associated with the proposed project (as others if appropriate) and to formulate a strategy for avoiding, minimizing, or mitigating potential impacts. Scheibe Team will provide background research and exhibits related to known biological resources and San Marcos River ecology. Scheibe Team will provide analysis and correspondence for informal ESA section 7 consultation to support a “may affect not likely to adversely affect” impact determination. The scope does not include Endangered Species Presence/Absence Surveys; Endangered Species Act Section 10(a) Formal Consultation and/or the preparation of a Habitat Conservation Plan or assistance with a Biological Opinion. If informal consultation results in findings other than those described above, additional consultation services could be covered under an additional scope and fee.

Section 404 of the Clean Water Act: Scheibe assumes that impacts associated with proposed outfall structures may require authorization by a Nationwide Permit (e.g., 7, 12, or 42) and that a preconstruction notification may be required. Permit obligations would be determined by final design parameters. Scheibe Team assumes that potential impacts would not require mitigation and that a functional assessment and conceptual mitigation plan would not be required.

Noise: According to HUD regulations (24 CFR Part 51 Subpart B, Noise Abatement and Control), HUD's goal is that exterior noise levels not exceed 55 dB. For the purposes of meeting this goal, noise levels not exceeding a day-night average of 65 dB are considered acceptable. Noise levels over 65 dB may require special approvals, environmental review, and attenuation; noise levels below 65 dB do not require these. HUD's manual determination of noise levels will be conducted (no on-site noise monitoring will be conducted).
Public Involvement: It is assumed that the City of San Marcos staff will handle any public notice of document availability for review (including newspaper publications) or any public meeting requirements.

4. H&H Modeling (InfoWorks ICM): Scheibe will enhance the PER Local Event InfoWorks ICM model based on the final stormsewer outfall location that is selected by City staff. The results of this modeling effort will be used to provide updated capacity information needed for the 30% level stormsewer plan and profile information. The results of this model will be made available for review by the City of San Marcos and other consultants as deemed necessary by the City.

In addition, Scheibe will enhance the Regional Overflow PER InfoWorks ICM model to initially evaluate alternative diversion channel alignments to aid with the optimal use of this City property that this channel is to be constructed on. Scheibe will provide a technical memorandum based on this initial alternative analysis prior to moving forward with 30% design modeling and analysis.

Upon approval of the final channel alignment, Scheibe will further refine the InfoWorks model based on the 30% design (including side slopes, channel curvature, and other refined tweaks). This 30% model will also attempt to take into account known utility information collected from the field survey, realignments made during the 30% design, and the preliminary analysis for up to two (2) culverts or low-water crossings to maintain access to the City owned property. The results of this modeling effort will be used to provide 30% level plan and profile information. The results of this model will be made available for review by the City of San Marcos and other consultants as deemed necessary by the City.

5. General Coordination: This task includes coordination with various outside entities, permitting authorities, and adjacent project design teams. This effort will specifically focus on the following:

   a. **Coordination with River Road Force Main Team**: This effort will involve coordination with the design team working on the River Road WW Force Main Project. It is assumed that the contractor that is to install the Force Main project will install the section of 60" DIA storm sewer that is proposed to cross River Road near the outfall of the project. **It is assumed that the other five (5) proposed stormsewer crossings of River Road, in proximity to the River Road regrading, that ultimately drain into the Woods Apartment Complex ditch will be constructed as part of the Blanco Gardens Drainage Improvement Project.**

   b. **Coordination with the Water Reuse Project Team**: A water reuse project is proposed in proximity to this drainage improvement project. Coordination is needed between this design team and our team to ensure not conflicts exist with infrastructure and proposed easements.

   c. **Coordination with Landowners/City (Easements, final outfall alignment)**: Some coordination is needed to lock-in the final outfall alignment as it crosses private property. Some coordination with private landowners will be needed. Although, the City will be the main point of contact with private landowners, it is expected that Scheibe will be called upon to assist with figures and other coordination materials during the process of negotiations, and general dialog with landowners.

   d. **Coordination on WQ Analysis & Updates to MS4 Permit / USFWS**: Scheibe will need to provide continued coordination assistance with USFWS and other staff as it relates to anticipated MS4 updates needed to meet mitigation requirements for this project. This effort includes up to four (4) meetings with City of San Marcos Staff and USFWS staff as it relates to WQ mitigation requirements for this project.
e. **Coordination with Blanco “Berm” Team:** This effort will involve coordination with the design team working on the Blanco River “Berm” Project. Close coordination is required to ensure this project can work seamlessly with the Blanco “Berm” project, and the various proposed components.

f. **Coordination with the Site Feasibility Study of Parcel (R12384):** Parcel R12384 is currently owned by the City of San Marcos, and this proposed project is to be located along the outer boundary of this property. The City is currently in the process of redeveloping this property to enhance its use, and has a consulting team conducting a feasibility study on this tract. Scheibe will need to coordinate any proposed improvements on this tract, with this design team.

g. **Coordination with Utility Providers (Diversion Channel Area Only):** Scheibe will need to coordinate with existing gas, fiber, cable, and electric transmission owners (as necessary) within proximity of the proposed diversion channel. There is some flexibility in the final location of this diversion channel, likely requiring additional coordination effort with potential conflicting utility providers. This will require coordination on existing utility locations, and the potential need to relocate dry utilities prior to or during construction.

6. **Preliminary Roadway Geometric Design:** Scheibe Team shall mobilize resources to set up the project and establish project controls in Microstation Geopak. Scheibe Team shall obtain and review the existing data provided by the COSM including, but not limited to, as-built plans, planning studies along the proposed and/ or connecting routes, documents for existing and proposed development along the proposed route, and other studies. The Scheibe roadway design team shall conduct field reconnaissance and collect data. The Scheibe Team shall establish project design criteria in coordination with the COSM for Roadway, Signing, Pavement Marking, Traffic Control, and Illumination designs. The criteria is assumed to comply with COSM, TxDOT and AASHTO design criteria. The Scheibe Team shall recommend a proposed design speed for River Road (if not provided by the COSM). Should COSM elect to revise the posted speed limit, a speed study will be required; speed studies are excluded from this scope of work. The Scheibe Team shall develop preliminary horizontal and vertical alignments and typical sections for River Road and display the preliminary geometry on Roll Plot layouts for the Preliminary Geometric Layout Submittal. Using Bentley GEOPAK SS4 software, the Engineer shall develop a 3D model along the proposed roadway alignment. The 3D model shall include the proposed roadway and related pedestrian improvements. The 3D model will be built and tweaked throughout the design process and will be started in the 30% design. The geometry will comply with the design criteria established for the project. The Scheibe Team shall prepare Horizontal Alignment Data Sheets for roadway alignments, beginning with the 30% Milestone submittal.

7. **Prepare 30% Construction Documents (CDs):** Scheibe will prepare revised 30% construction documents with the goal of providing a cover sheet, project layout sheet, River Road plan/profile sheets, River Road preliminary cross-sections, alley drainage improvements plan/profile sheets, storm sewer plan/profile sheets, traffic control plan sheets, preliminary quantities, preliminary cost estimate, preliminary diversion channel plan/profile sheets, and an updated project schedule (if necessary). Construction documents will be provided to the City for review. At the request of the City, these preliminary documents may also be distributed to other consultant teams working on projects in proximity to this project (if needed).

*Traffic Control Plan Special Note:* Scheibe Team shall develop plan sheets for a proposed single-phase traffic control plan (TCP) for the full project limits (i.e., all improvements prepared for the Blanco Gardens CDBG-DR project, including proposed storm sewer outside the limits of roadway reconstruction on River Road and proposed storm sewer within the Blanco Gardens subdivision) in accordance with COSM, TxDOT and Texas Manual on Uniform Traffic Control Devices (TMUTCD)
requirements, beginning with the 30% Milestone submittal. The Engineer shall provide a written narrative of the construction sequencing and work activities for one (1) phase and determine the existing and proposed traffic control devices to be used to handle traffic during construction. The Engineer shall show temporary roadways and detours required to maintain lane continuity throughout construction. The Engineer shall develop the TCP to provide continuous, safe access to each adjacent property during the one (1) phase of construction and to preserve existing access. The Engineer shall prepare a Sequence of Work Narrative Sheet, Traffic Control Typical Section Sheets, Traffic Control Layout Sheets, and Detour Sheets, as needed. The Engineer shall prepare an Estimate of Construction Duration. **If it is determined that a two-phase TCP is required or desired by the City; this can be done for an added fee. This additional fee is further discussed in the supplemental services section of this scope of work.**

**River Road Plan/Profile Special Note:** The ENGINEER shall incorporate pedestrian and bicycle facilities, in the form of a sidewalk along the western (southbound) side of River Road and a bicycle lane adjacent to the southbound lane. All pedestrian and bicycle facilities shall be designed in accordance with the latest Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Texas Accessibility Standards (TAS), and the AASHTO Guide for the Development of Bicycle Facilities. The Engineer shall use either COSM standard street furniture details or custom details provided by COSM; **custom street furniture details are excluded from this scope of work.** The limits of permanent construction shall not extend into the River Road intersections with Linda Drive or with Cape Street; **work within these intersections is excluded from this scope of work.** The Engineer shall reuse existing street furniture if possible and shall otherwise use either COSM standard street furniture details or custom details provided by COSM. The roadway pavement is assumed to match existing pavement section and/or City standard details. **This effort does not include a pavement design or geotechnical services necessary for a pavement design.**

**Design Phase (30%) Deliverables:**

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

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

8. **Project Management:** This task consists of effort associated with project administration, coordination with City staff, coordination and supervision of the project team, project meetings, monthly progress reports (assuming 8 total), and quality management so that project milestones and deliverables meet schedule and budget constraints. Meetings are further defined below:

   a. Project Meetings: Six (6) in-person project meetings at the City of San Marcos Engineering Department have been budgeted for the Design Phase (60/90/100%) of this project. **It is assumed that no public meetings will be required for this phase of the project. If additional meetings are needed, these can be billed at our hourly rates as noted in our fee schedule.**

9. **Drainage Easement (Metes/Bounds & Recordation):** This effort will consist of the Scheibe Team quantifying the exact limits of this proposal drainage easement needed to construct the portion of the storm sewer outfall that is proposed to drain across private property. A metes and bounds description will be developed and provided to the City for review, coordination with the private landowner, and recordation. It is assumed for budgeting purposes that this easement will be 50-ft wide by 600-ft long (approximately).
10. **H&H Modeling (InfoWorks ICM):** Scheibe will enhance the 30% Design InfoWorks ICM model to include a more refined alignment/configuration based on the 60/90/100% design. This alignment will take into account known utility information collected from the field survey, realignments made post 30% design, the various stages of the River Road regrading designs, and the potential need for a culvert or low-water crossing to maintain access to the City owned property. The results of this modeling effort will be used to provide 60/90/100% level plan and profile information for the storm sewer and alley surface drainage improvements. The results of this model will be made available for review by the City of San Marcos and other consultants as deemed necessary by the City.

11. **General Coordination:** This task includes continued coordination with various outside entities, permitting authorities, and adjacent project design teams through the 60/90/100% design phase. This effort will specifically focus on the following:

   a. **Coordination with River Road Force Main Team:** This effort will involve continued coordination with the design team working on the River Road WW Force Main Project. It is assumed that the contractor that is to install the Force Main project will install the section of 60" DIA storm sewer that is proposed to cross River Road near the outfall of the project. 

   *It is assumed that the other five (5) proposed storm sewer crossings of River Road, in proximity to the River Road regrading, that ultimately drain into the Woods Apartment Complex ditch will be constructed as part of the Blanco Gardens Drainage Improvement Project.*

   b. **Coordination with the Water Reuse Project Team:** A water reuse project is proposed in proximity to this drainage improvement project. Continued coordination is needed between this design team and our team to ensure not conflicts exist with infrastructure and proposed easements.

   c. **Coordination on WQ Analysis & Updates to MS4 Permit / USFWS:** Scheibe will need to provide continued coordination assistance with USFWS and other staff as it relates to anticipated MS4 updates needed to meet mitigation requirements for this project. This effort includes up to four (4) meetings with City of San Marcos Staff and USFWS staff as it relates to WQ mitigation requirements for this project.

   d. **Minor Utility Adjustments Coordination:** Scheibe will coordinate with city wet utility departments, city dry utility departments, and private dry utility organizations as needed to ensure utility adjustment costs, timing, and quantities are properly accounted for throughout the various design phases of this project.

   e. **Coordination with Blanco “Berm” Team:** This effort will involve coordination with the design team working on the Blanco River “Berm” Project. Close coordination is required to ensure this project can work seamlessly with the Blanco “Berm” project, and the various proposed components.

   f. **Coordination with the Site Feasibility Study of Parcel (R12384):** Parcel R12384 is currently owned by the City of San Marcos, and this proposed project is to be located along the outer boundary of this property. The City is currently in the process of redeveloping this property to enhance its use, and has a consulting team conducting a feasibility study on this tract. Scheibe will need to coordinate any proposed improvements on this tract, with this design team.
EXHIBIT 1
CITY OF SAN MARCOS
BLANCO GARDENS DRAINAGE IMPROVEMENT PROJECT
FINAL DESIGN – SCOPE OF SERVICES

12. Prepare 60/90/100% Construction Documents (CDs): Scheibe will prepare 60/90/100% construction documents for this project. These CDs will include a cover sheet, general notes, project layout sheet, demolition sheets, storm sewer plan/profile sheets (with standard (i.e. non-Atlas 14) 25-yr and 100-yr HGLs), River Road plan/profile sheets, River Road sections, alley drainage plan/profile sheets (with standard (i.e. non-Atlas 14) 25-yr and 100-yr HGLs), design for two (2) culvert/roadway crossings of the diversion channel, diversion channel plan/profile sheets, illumination plan sheets, water line extension plan sheets, traffic control plan sheets, signing/parking/pavement layout sheets, driveway detail sheets, temporary erosion control plans sheets, San Marcos River storm sewer outfall sheets, general detail sheets, quantities, cost estimate, and an updated project schedule (if necessary). Construction documents will be provided to the City for review at 60%, 90%, and 100%. At the request of the City, these documents may also be distributed to other consultant teams working on projects in proximity to this project (if needed).

Signing & Pavement Marking Layout Special Note: The Engineer shall develop plan sheets for the proposed small signs and pavement markings for the roadway reconstruction limits in accordance with COSM, TxDOT and Texas Manual on Uniform Traffic Control Devices (TMUTCD) requirements, beginning with the 60% Milestone submittal. The sheets shall include existing signs (to remain, to be removed, to be relocated or to be replaced), stationing to be annotated for existing and proposed sign locations, proposed signs (illustrated, numbered and sized), and designation of the shields to be attached to guide signs. The sheets shall include proposed pavement markings, object markings and delineation (illustrated and quantified), and quantities of existing pavement markings to be removed. The Engineer shall prepare Sign Detail Sheets and Small Sign Summary Sheets.

Illumination Plan Special Note: The Engineer shall refer to the San Marcos Transportation Design Criteria Manual (TDCM) and other approved manuals deemed necessary for design of continuous lighting for all conventional lighting. The Engineer shall prepare circuit wiring diagrams showing the number of luminaries on each circuit, electrical conductors, length of runs, and service pole assemblies. The engineer shall coordinate with San Marcos Electric Utility. The Engineer shall prepare Illumination Layouts to display existing illumination poles relocated to proposed finished grade elevations in their existing horizontal locations, wiring requirements, service locations and requirements, and display elements for continuous lighting on this project, and in accordance with the San Marcos TDCM, beginning with the 60% Milestone submittal. The Engineer shall reuse existing illumination poles if possible and shall otherwise use either COSM standard luminaire details or custom details provided by COSM; custom luminaire details are excluded from this scope of work.

13. Project Specifications: Scheibe will prepare project specifications for this design at the 100% CD submittal. These specifications will be based primarily on the City of San Marcos specifications, and/or nearby City specifications (tailored to the needs of this project). Scheibe will work closely with the City Project Manager to ensure all project specifications meet the needs of the city for this project.

Design Phase (60/90/100%) Deliverables:
- Monthly Status Report: Scheibe will provide a monthly status report, including a brief summary of work completed as well as a status plan set.
EXHIBIT 1
CITY OF SAN MARCOS
BLANCO GARDENS DRAINAGE IMPROVEMENT PROJECT
FINAL DESIGN – SCOPE OF SERVICES

• 60% Design Construction Plans: Scheibe will provide one (1) pdf electronic copy (22” x 34” sheets).

• 90% Design Construction Plans: Scheibe will provide one (1) pdf electronic copy (22” x 34” sheets).

• 100% Design Construction Plans: Scheibe will provide one (1) pdf electronic copy (22” x 34” sheets). This submittal will also include a submittal of the project specifications for review.

• InfoWorks ICM Model for this project area (at 100% design)

III. Bid Phase

14. Project Management: This task consists of effort associated with project administration, coordination with City staff, coordination and supervision of the project team, project meetings, and monthly progress report. Meetings are further defined below:

 a. Project Meetings: One (1) in-person project meeting at the City of San Marcos Engineering Department, one (1) pre-bid meeting at the City of San Marcos Engineering Department (or other place as deemed necessary), and one (1) bid opening meeting at the City of San Marcos Engineering Department (or other place as deemed necessary). Scheibe will prepare a presentation at the pre-bid meeting to assist with presenting the overall project to interested contractors. If additional meetings are needed, these can be billed at our hourly rates as noted in our fee schedule.

15. Bid Package: This task will include compilation of a bid package for posting of the bid. Scheibe will utilize the City’s standard bid document and incorporate the unique project information into this basic format. If the City does not have a bid document format, then Scheibe can customize one for an additional scope and fee.

16. RFIs / Addendums: Scheibe has budgeted for two (2) minor RFIs during the bid process, and one (1) minor addendum to the plans. If the City desires any major addendums, or if RFIs exceed a reasonable amount, then additional scope and fee may be necessary.

Bid Phase Deliverables:

• Monthly Status Report: Scheibe will provide a monthly status report, including a brief summary of work completed as well as a status plan set.

• Bid Package for posting of bid documents.

• Assistance with final selection of contractor.

IV. Construction Phase

17. Project Management: This task consists of effort associated with project administration, coordination with City staff, coordination and supervision of the project team, project meetings, and monthly progress report. Meetings are further defined below:

 a. Project Meetings: One (1) in-person pre-construction meeting at the City of San Marcos Engineering Department or on-site (and with the selected contractor), and one (1) project
18. RFI's: This task will include (during construction) RFI reviews and responses. For budgeting purposes, it is assumed that there will be eight (8) RFI submittals for this project.

19. Minor Redesign: This task will include minor redesigns. Minor redesigns are defined as effort that is limited to three (3) full days of work to make necessary updates per instance. For budgeting purposes, it is assumed that there will be four (4) minor redesigns on this project.

20. Submittal Reviews: This task will include submittal reviews for various submittals and test results provided by the contractor. It is assumed that the Contractor or City staff will provide all testing for this project (if necessary). For budgeting purposes, it is assumed that the contractor will provide eight (8) submittals for Scheibe staff to review.

21. Site Inspections: This task will include field inspections of this project by Scheibe staff. These inspections are anticipated to occur on average of every other week for the duration of construction. For budgeting purposes, it is assumed that there will be a total of 48 site inspections for the duration of construction. Should these assumptions be incorrect, then additional fee may be necessary to continue or increase the number of site inspections. At the end of each site inspection, Scheibe will prepare an inspection memorandum documenting the findings, issues, and photos from the inspection. This information will be made available to City and contractor for review.

22. Construction Phase Cultural Resources Monitoring: This task will include daily monitoring of all excavation activities associated with the proposed storm sewer trunkline outfall into the San Marcos River. This task will include monitoring by the Scheibe Team environmental specialist qualified to identify cultural resources that may be found or identified during the course of this project. For budgeting purposes, it is assumed that this effort will involve 12 full days of full-time monitoring for the segment of 60” DIA storm sewer to be constructed from River Road to the San Marcos River. Mobilization for monitoring efforts will be considered as a full day commitment.

23. Pay Application Reviews: This task will include the review of monthly pay applications provided by the contractor. Scheibe will review pay applications relative to evidence in the field from the site inspections. Scheibe will provide comments to the City for consideration prior to payment of funds to the contractor. It is assumed that the construction for this project will occur within a 14-month time window; and thus, there will be 14 pay monthly applications to review. Should this assumption be incorrect, then additional fee may be necessary.

24. Close-Out Walk-Thru: This task will include two (2) final “walk-thru’s” of the project. Scheibe will provide a punch-list for the contractor to work though and will follow-up with a second and final walk-through to confirm that the contractor completed all punch-list items. Upon confirmation that the contractor resolved all punch-list items, Scheibe will issue a final concurrence letter to the City.

Construction Phase Deliverables:

- Monthly Status Report: Scheibe will provide a monthly status report, including a brief summary of work completed as well as a status plan set.

- Timely RFI and submittal reviews/responses.

- Site Inspection Memorandums.
SUPPLEMENTAL SCOPE OF SERVICES (additional authorization required)

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

SS-1. Water Quality Vault Design: This effort will be focused on the design of up to six (6) underground water quality vaults at each of the six (6) proposed new outfall locations. It is currently not anticipated that proposed water quality improvements are needed for this project, based on preliminary meetings with USFWS and TPWD during the PER phase of this project. However, given the tendency for resource agencies to "change direction" during the environmental approval process, it is was deemed necessary to quantify the potential engineering fee needed should all or a portion of these underground water quality vaults be needed to secure the necessary environmental approvals. Details of this effort are as follows:

Prepare 60% design plans for six (6) water quality vault systems, one at each of the proposed outfall locations. The design plans will be based on the vault systems identified in the “Blanco Gardens Water Quality Vault Analysis Technical Memorandum – Study 3 – Water Quality Vaults”, February 8, 2019. The Technical Memorandum estimated the water quality vault system to cost approximately $600,000 to install, not including traffic control, erosion control, and contingencies. This task includes establishment of flow lines, final location, and any grading improvements to facilitate construction. This effort will include a 60%, 90%, and 100% design CDs. Construction specifications including maintenance requirements will also be provided.

SS-2. Traffic Control Plan (2-Phase Approach): Should a second phase of TCP be required, the Engineer shall develop plans sheets for the proposed additional phase of the traffic control plan (TCP) for the full project limits (i.e., all improvements prepared for the Blanco Gardens CDBG-DR project, including proposed storm sewer outside the limits of roadway reconstruction on River Road and proposed storm sewer within the Blanco Gardens subdivision) in accordance with COSM, TxDOT and Texas Manual on Uniform Traffic Control Devices (TMUTCD) requirements. The Engineer shall supplement the written narrative of the construction sequencing and work activities for one (1) additional phase and determine the existing and proposed traffic control devices to be used to handle traffic during the additional phase. The Engineer shall show temporary roadways and detours required to maintain lane continuity throughout the additional phase. The Engineer shall develop the TCP to provide continuous, safe access to each adjacent property during the one (1) additional phase of construction and to preserve existing access. The Engineer shall supplement the Sequence of Work Narrative Sheet for the one (1) additional phase, and prepare Traffic Control Typical Section Sheets, Traffic Control Layout Sheets, and Detour Sheets, as needed, for the one (1) additional phase. The Engineer shall supplement the Estimate of Construction Duration for the one (1) additional phase.

SS-3. Illumination Plan (Complete Lighting Survey): The Engineer shall complete a lighting survey of existing illumination through field visit and record drawings review. The Engineer shall prepare
Illumination Layouts to display proposed illumination pole locations for continuous lighting on this project, and in accordance with the San Marcos TDCM, beginning with the 60% Milestone submittal.

SS-4. Utility Probing Survey: During the course of design of this project, it may be found that additional detail is needed to define the exact location of existing wet and dry utilities within the project corridor. This additional effort will be conducted in the form of physically locating existing utilities via digging and physically locating the utility. It is assumed that the City maintenance crews and associated City utility departments will be able to expose said utility via excavation equipment. Thus, this effort will be focused solely on the additional surveying needed to tie the exposed utility to the project coordinates and benchmark using Trimble R10 GPS equipment. For budgeting purposes, it is assumed that there will be a total of five (5) separate utilities that need to be probed and surveyed.

SS-5. Archeological Trenching – 3rd Party Backhoe Services: During the course of the design of this project, it may be found that the City of San Marcos staff is not available to provide backhoe trenching services associated with the Pre-Construction Archeological Investigation. If this is the case, Scheibe will need to secure the services of a third-party backhoe trenching company to provide the necessary trenching services needed to meet the requirements of this project. This supplemental service assumes a total of 5 days of backhoe excavation trenching.

SS-6. Diversion Channel Drainage Easement: During the course of the design of the diversion channel alignment, it may be found that a portion or all of the channel needs to be located within a recorded drainage easement. As such, for budgeting purposes, this supplemental service fee assumes a new 3,000 ft long by 100 ft wide drainage easement will need to be recorded. This supplemental also includes a fee to locate the LCRA electric transmission line easement that traverses a portion of the proposed diversion channel alignment. This easement may need to be located and locked in-place prior to recording a drainage easement, or for other purposes.

Project Schedule

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

City Responsibilities

1. The City will provide to Scheibe all data in the City’s possession relating to Scheibe’s services on the Project. Scheibe will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.

2. The City will give prompt notice to Scheibe whenever the City observes or becomes aware of any development that affects the scope or timing of Scheibe’s services.

3. The City will assist Scheibe with coordination of utility providers that have infrastructure within the project limits.

4. The City will assist Scheibe with coordination between other consultants and known projects within proximity of this project.
5. The City will examine information submitted by Scheibe and render in writing or otherwise provide comments and decisions in a timely manner.

6. The City will obtain all necessary right-of-entries from required landowners.

7. The City will provide Title Reports for properties with proposed easements.

8. The City will obtain all permanent sanitary sewer line, access, and temporary construction easements, including services such as appraisal of properties, negotiations with the property owners, and actual purchase of the easements.

Additional Services

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

1. Performing Geotechnical Investigation or Subsurface Utility Engineering.

2. Performing Pavement Design.

3. Performing title searches for easement or joint-use agreement preparation.

4. Preparation of additional easement/ boundary exhibits beyond the number identified in the Scope of Services.

5. Acting as an agent of the City in the acquisition of permanent or temporary easements.

6. Preparation of platting documents and/or real property survey for site acquisition.

7. Accompanying the City when meeting with the TCEQ, U.S. Environmental Protection Agency, or other regulatory agencies during the course of the Project, beyond those meetings identified above.

8. Preparing applications and supporting documents for government grants, loans, or planning advances.

9. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the City.

10. Providing professional services associated with the discovery of any hazardous waste or materials in the project site.

11. Modifications to the design based on cultural resource findings as a direct result of this project or any adjacent project.
Proposed Survey (Area A): Back of Curb to Back of Curb Topo and SUE Survey

Proposed Survey (Area B): Topographic Survey (Includes topo survey up to the centerline of River Rd.)

Legend
- Survey Available from PER (9.4 AC)
- Survey Available from Others (5.8 AC)
- Final Design Survey Area A (1.3 AC)
- Final Design Survey Area B (26.0 AC)

Outfall Alternative A
Outfall Alternative B
Outfall Alternative C

EXHIBIT B - FINAL DESIGN SURVEY NEEDS
BLANCO GARDENS CDBG-DR DRAINAGE IMPROVEMENT PROJECT
CITY OF SAN MARCOS, TX
MAR 2019
Exhibit C: Blanco Gardens Drainage Improvement Project Schedule - DRAFT

<table>
<thead>
<tr>
<th>Task</th>
<th>Duration</th>
<th>Start</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Kick-off</td>
<td>1 day</td>
<td>Mon 5/6/19</td>
</tr>
<tr>
<td>I. Design Phase (30%) - Revised</td>
<td>50 days</td>
<td>Mon 5/6/19</td>
</tr>
<tr>
<td>30% Project Management</td>
<td>36 days</td>
<td>Mon 5/6/19</td>
</tr>
<tr>
<td>Topo &amp; SUE Survey</td>
<td>20 days</td>
<td>Mon 5/6/19</td>
</tr>
<tr>
<td>Environmental Assessment</td>
<td>20 days</td>
<td>Mon 5/6/19</td>
</tr>
<tr>
<td>30% H&amp;H Modeling</td>
<td>5 days</td>
<td>Mon 5/6/19</td>
</tr>
<tr>
<td>30% General Coordination</td>
<td>30 days</td>
<td>Mon 5/6/19</td>
</tr>
<tr>
<td>Preliminary Roadway Geometric Design</td>
<td>30 days</td>
<td>Mon 5/6/19</td>
</tr>
<tr>
<td>30% CDs</td>
<td>35 days</td>
<td>Mon 5/6/19</td>
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<tr>
<td>Design Phase (30%)</td>
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<tr>
<td>II. Design Phase (60/90/100%)</td>
<td>150 days</td>
<td>Mon 8/5/19</td>
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<td>60/90/100% Project Management</td>
<td>80 days</td>
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<tr>
<td>60% Design</td>
<td>40 days</td>
<td>Mon 8/5/19</td>
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<tr>
<td>Drainage Easement Metes/Bounds</td>
<td>15 days</td>
<td>Mon 8/12/19</td>
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<td>60% H&amp;H Modeling</td>
<td>5 days</td>
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<td>40 days</td>
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</tr>
<tr>
<td>60% CDs</td>
<td>40 days</td>
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</tr>
<tr>
<td>90% Design - COSM Review</td>
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<td>90% H&amp;H Modeling</td>
<td>5 days</td>
<td>Mon 10/19/19</td>
</tr>
<tr>
<td>90% General Coordination</td>
<td>40 days</td>
<td>Mon 10/19/19</td>
</tr>
<tr>
<td>90% CDs</td>
<td>40 days</td>
<td>Mon 10/19/19</td>
</tr>
<tr>
<td>90% Design - COSM Review</td>
<td>15 days</td>
<td>Mon 12/3/19</td>
</tr>
<tr>
<td>100% Design</td>
<td>30 days</td>
<td>Mon 1/6/20</td>
</tr>
<tr>
<td>100% H&amp;H Modeling</td>
<td>5 days</td>
<td>Mon 1/6/20</td>
</tr>
<tr>
<td>100% General Coordination</td>
<td>30 days</td>
<td>Mon 1/6/20</td>
</tr>
<tr>
<td>100% CDs</td>
<td>30 days</td>
<td>Mon 1/6/20</td>
</tr>
<tr>
<td>100% Specifications</td>
<td>30 days</td>
<td>Mon 1/6/20</td>
</tr>
<tr>
<td>100% Design - COSM Review</td>
<td>10 days</td>
<td>Mon 1/6/20</td>
</tr>
<tr>
<td>III. Bid Phase</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid Phase Project Management</td>
<td>40 days</td>
<td>Mon 3/2/20</td>
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<tr>
<td>Minor Tweaks to 100% CDs (Post COSM 100% Review)</td>
<td>5 days</td>
<td>Mon 3/2/20</td>
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<tr>
<td>Bid Package</td>
<td>15 days</td>
<td>Mon 3/2/20</td>
</tr>
<tr>
<td>Bid Package Review - COSM</td>
<td>15 days</td>
<td>Mon 3/2/20</td>
</tr>
<tr>
<td>Pre-Bid</td>
<td>5 days</td>
<td>Mon 4/2/20</td>
</tr>
<tr>
<td>Bid Opening</td>
<td>20 days</td>
<td>Mon 4/2/20</td>
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<tr>
<td>IV. Construction Phase (Assume 14 Month Schedule)</td>
<td>280 days</td>
<td>Mon 4/2/20</td>
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Project: Schedule_DRAFT_1904
Date: Mon 4/8/19

Scheibe Consulting, LLC
Page 1

04/08/2019
<table>
<thead>
<tr>
<th>Phase Description</th>
<th>Professional Services</th>
<th>Staff Hours</th>
<th>Total Task Cost</th>
<th>Proj Management</th>
<th>Staff/Eng</th>
<th>Eng/Eng</th>
<th>Eng/San</th>
<th>Eng/Dr</th>
<th>Eng/Dr</th>
<th>Change Req</th>
<th>Estimate</th>
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<tbody>
<tr>
<td><strong>Preliminary Evaluation (30%)</strong></td>
<td></td>
<td>20</td>
<td>1,475</td>
<td>70</td>
<td>8</td>
<td>12</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>10</td>
<td>1,100.00</td>
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<td><strong>Preparation of Plans</strong></td>
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<td>43</td>
<td>2,881.00</td>
<td>130</td>
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<td><strong>Design Phase (60/90/100%)</strong></td>
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<td>121</td>
<td>5,540.00</td>
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<td>20</td>
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<td>10</td>
<td>1,100.00</td>
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<tr>
<td><strong>Bid Phase</strong></td>
<td></td>
<td>38</td>
<td>4,088.00</td>
<td>110</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>10</td>
<td>1,100.00</td>
</tr>
</tbody>
</table>

**Note:** All costs are in USD.
### EXHIBIT 3 - PROFESSIONAL SERVICE DESCRIPTION

**Blanco Gardens Drainage Improvements**

<table>
<thead>
<tr>
<th>Professional Service Description</th>
<th>Task Hours</th>
<th>Total Task Hours</th>
<th>Project Management</th>
<th>Senior Engineer</th>
<th>Engineer III</th>
<th>Engineer II</th>
<th>Engineer I</th>
<th>EIT II</th>
<th>EIT I</th>
<th>Clerical Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>16 Final Drawings (2)</td>
<td>4</td>
<td>5,390</td>
<td>2</td>
<td>25</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td></td>
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<tr>
<td>17 Subconsultant (3)</td>
<td></td>
<td>600</td>
<td>3</td>
<td>30</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18 PM - Construction with Subconsultants</td>
<td>48</td>
<td>5,390</td>
<td>3</td>
<td>30</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19 PM - Project Planning and Administration</td>
<td>22</td>
<td>5,390</td>
<td>3</td>
<td>30</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>5</td>
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<tr>
<td>20 PM - Project Monitoring and Evaluation (2)</td>
<td>50</td>
<td>5,390</td>
<td>3</td>
<td>30</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>5</td>
<td></td>
<td></td>
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<tr>
<td>21 PM - Meetings: (1) Pre-Construction Meeting, (1) Project Close-Out Meeting</td>
<td>4</td>
<td>18,287</td>
<td>3</td>
<td>30</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>5</td>
<td></td>
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<tr>
<td>22 PM - Construction Management Team (2)</td>
<td>200</td>
<td>8,471.50</td>
<td>3</td>
<td>30</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>5</td>
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<tr>
<td>23 PM - Site Inspections (4)</td>
<td>323</td>
<td>42,245</td>
<td>3</td>
<td>30</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>5</td>
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<tr>
<td>24 PM - Construction Cultural Resources Monitoring (12 Days)</td>
<td>18</td>
<td>12,830</td>
<td>3</td>
<td>30</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>5</td>
<td></td>
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<tr>
<td>25 PM - Pay Application Reviews (14)</td>
<td>58</td>
<td>7,670</td>
<td>3</td>
<td>30</td>
<td>10</td>
<td>10</td>
<td>10</td>
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<tr>
<td>26 PM - Close-Out Inspection (2)</td>
<td>37</td>
<td>5,355</td>
<td>3</td>
<td>30</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>5</td>
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</tbody>
</table>

#### END BASIC SERVICES

**Total Basic Service Hours:** 4,483

**Total Basic Service Costs:** $1,001,699

<table>
<thead>
<tr>
<th>Subconsultants</th>
<th>Total Subconsultant Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAM, LLC</td>
<td>$212,842.00</td>
</tr>
<tr>
<td>CMEC (HUB)</td>
<td>$212,842.00</td>
</tr>
<tr>
<td>APAL</td>
<td>$212,842.00</td>
</tr>
<tr>
<td>Doucet</td>
<td>$212,842.00</td>
</tr>
<tr>
<td>Aguirre &amp; Fields (HUB)</td>
<td>$212,842.00</td>
</tr>
</tbody>
</table>

#### END SUPPLEMENTAL SERVICES

**Total Supplemental Services:** $127,354

<table>
<thead>
<tr>
<th>Subconsultants</th>
<th>Total Supplemental Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>SS-1 WQ Vault Design (6 Outfall Locations)</td>
<td>$34,400.00</td>
</tr>
<tr>
<td>SS-2 Traffic Control (2 Phase Approach)</td>
<td>$4,722.00</td>
</tr>
<tr>
<td>SS-3 Illumination Plan (Complete lighting survey)</td>
<td>$8,288.00</td>
</tr>
<tr>
<td>SS-4 Utility Probing Survey (Assumes City excavation equipment will be used - 5 utility locations)</td>
<td>$8,288.00</td>
</tr>
<tr>
<td>SS-5 Archeological Trenching - 3rd Party Backhoe Services (5 days Total)</td>
<td>$11,660.00</td>
</tr>
<tr>
<td>SS-6 Drainage Easement Metes/Bounds Description (~3,000 LF x 100' wide) - Diversion Channel</td>
<td>$14,363.00</td>
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</table>

**Total Fee Basic + Supplemental Services:** $1,129,053

<table>
<thead>
<tr>
<th>Subconsultants</th>
<th>Total Fee Basic + Supplemental Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAM, LLC</td>
<td>$212,842.00</td>
</tr>
<tr>
<td>CMEC (HUB)</td>
<td>$212,842.00</td>
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<tr>
<td>APAL</td>
<td>$212,842.00</td>
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<tr>
<td>Doucet</td>
<td>$212,842.00</td>
</tr>
<tr>
<td>Aguirre &amp; Fields (HUB)</td>
<td>$212,842.00</td>
</tr>
</tbody>
</table>

**Total Basic Services:** $1,001,699

**Total Supplemental Services:** $127,354

**Total Fee Basic + Supplemental Services:** $1,129,053

---

**Note:**
- The fee schedule includes charges for basic services and supplemental services.
- The total cost is calculated based on the number of hours worked and the rate assigned to each professional level.
- The cost is formatted to show the total cost for each type of service.
AGENDA CAPTION:
Consider approval, by motion, of an Authorization of Change in Services No. 6 for Contract No. 214-331 with Green Guy Recycling, Inc. increasing the contract by $50,497.52 related to Section 5.2 - Option to Extend within the Contract for a total revised annual contract amount of $340,958.09.

Meeting date:  June 4, 2019

Department:  Neighborhood Enhancement - Jeff Caldwell, Director (by Lynda Williams, Purchasing Manager)

Amount & Source of Funding
Funds Required:  $340,958.09
Account Number:  24006350.52295, 24006350.52305, 21006322.52260, 10001280.52260, 22006335.52260
Funds Available:  $341,000
Account Name:  Garbage Contract-Recycling, Recycling-City Facilitates, Contracted Services

Fiscal Note:
Prior Council Action:  Approval of original contract June 17, 2014

City Council Strategic Initiative:
Choose an item.

Comprehensive Plan Element(s):  ☒ Environment & Resource Protection - Pro-active policies that encourage recycling, resource, and energy efficiency

Master Plan:  N/A

Background Information:
The City is under Contract (214-331) with Green Guy Recycling, Inc. for recycling services and drop off center. The contract includes a provision in Section 5.2 that adjusts the amounts upward by 1.8% which is equal to the net percentage change from the previous year in the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers (all items), as published by the United State Department of Labor, Bureau of Labor Statistics. This increase results in an increase to the contract by $50,497.52 for a total revised annual contract amount of $340,958.09.
This Authorization for Change in Service (ACIS) amends the contract as follows:

Article 1.2.5: Correcting the Director to reflect the current department name, i.e., Neighborhood Enhancement

Article 3.1.1 F: Increasing the passenger tires price from $2.00 each to $3.00 each

Article 5.2: Exercising the option to extend Consumer Price Index to 2.5% annually

Article 5.2: Exercising the 1st of two five-year renewal options July 1, 2019 to June 30, 2024.

Article 5.2: Increasing the contract by 1.8% which is equal to the net percentage change from the previous year in the Consumer Price Index (CPI).

**Alternatives:**

Click or tap here to enter text.

**Recommendation:**

Staff recommends approval of ACIS#6 to Contract 214-331 with Green Guy Recycling, Inc. for the revised annual amount of $340,958.09.
ATTACHMENT C

AUTHORIZATION OF CHANGE IN SERVICE

<table>
<thead>
<tr>
<th>CONTRACT NUMBER / CONTRACT NAME:</th>
<th>214-331</th>
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<tr>
<td></td>
<td>Recycling Services Drop-Off Center and City Facilities</td>
</tr>
<tr>
<td>CITY REPRESENTATIVE:</td>
<td>Amy Kirwin</td>
</tr>
<tr>
<td>CONTRACTOR:</td>
<td>GREEN GUY RECYCLING, INC.</td>
</tr>
<tr>
<td>CONTRACT EFFECTIVE DATE:</td>
<td>June 17, 2014</td>
</tr>
<tr>
<td>THIS AUTHORIZATION DATE:</td>
<td>June 4, 2019</td>
</tr>
<tr>
<td></td>
<td>AUTHORIZATION NO.: 6</td>
</tr>
</tbody>
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DESCRIPTION OF WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES:

1) As stipulated in Section 5.2 of the original Contract for Recycling Services Drop-Off Center and City Facilities (the “Contract”) the contract is increased by 1.8% percent which is equal to the net percentage change from the previous year in the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers (all items), as published by the United States Department of Labor, Bureau of Labor Statistics.

2) Change 1.2.5 Director: from Community Services to Neighborhood Enhancement

3) Change 3.1.1 F. Tires: Passenger Tires from $2.00 each to $3.00 each

4) Change 5.2 Option to Extend: from Consumer Price Index increase to 2.5% annually

5) Pursuant to Article 5, Section 5.2 the City is extending the 1st five-year renewal extension from July 1, 2019 to June 30, 2024.

| Original Contract Amount: | $196,554.00 |
| Previous Increases/Decreases in Contract Amount: | $93,906.57 |
| This Increase/Decrease in Contract Amount: | $50,497.52 |
| Revised Contract Amount: | $340,958.09 |

CONTRACTOR: GREEN GUY RECYCLING, INC.

Signature Date

Print Full Name / Title (if not in individual capacity)

CITY: CITY OF SAN MARCOS

Signature Date

Bert Lumbreras, City Manager
Print Name Title

City Department Use Only Below This Line (PM, etc.).

<table>
<thead>
<tr>
<th>Account Number(s):</th>
<th>Date:</th>
<th>Amount:</th>
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<tbody>
<tr>
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CONTRACT FOR RECYCLING SERVICES
DROP OFF CENTER AND CITY FACILITIES

This Contract is made on the 17th day of June, 2014 between the City of San Marcos, Texas (the “City”), 630 East Hopkins, San Marcos, Texas 78666 and Green Guy Recycling, Inc. 937 Hwy 80, San Marcos, TX 78666 (the “Contractor”), for the provision of Recycling Services - Drop-Off Center and City Facilities.

The City and the Contractor agree as follows:

ARTICLE 1
CONTRACTOR'S SERVICES AND RESPONSIBILITIES

Section 1.1 Standards of Performance

1.1.1 The Contractor is responsible for the operation of a recycling drop-off center and the provision of recycling material pick up from City facilities and special events (the “Services”) in accordance with the terms and conditions of this Contract. The Contractor will perform all Services in a good and workmanlike manner. Services include furnishing all labor, equipment, tools, materials, insurance, supervision, and all other items necessary to complete the work as specified.

1.1.2 No Contractor will not subcontract any work under this Contract without prior written approval from the City. In the event approval is given by the City, the Contractor will prepare a separate written agreement with the subcontractor that is subject to each provision of this Contract including the appropriate insurance requirements and miscellaneous provisions.

1.1.3. The Contractor will perform all of its services in coordination with the City. The Contractor will advise the City of data and information the Contractor needs to perform its services and the Contractor will meet with City representatives at mutually convenient times to assemble any data and information.

1.1.4 The Contractor certifies that it has fully acquainted itself with all conditions related to this Contract and will complete the Services in and under any conditions it may encounter or create, without additional cost to the City, except for changes in conditions or requirements of the work occurring during the term of this Contract through no fault of the Contractor.

1.1.5 The Contractor certifies that it is not now nor will it become delinquent in the payment of any obligation to any governmental entity.

1.1.6 Jeremy Kay Kyle Hahn, President, is the Contractor’s Representative. The Contractor will not substitute another representative for this Project unless approved in writing by the City in advance of such proposed substitution. In the event the City and the Contractor cannot agree to the substitution of the Project Representative, the City may terminate this agreement. (Amended by ACIS #4, 5/2017)
Section 1.2 Definitions

In this Contract, the following terms will have the following meanings:

1.2.1 *Collection* - The removal and transportation of materials from the pickup point to the approved processing or disposal site.

1.2.2 *Collection Center* - Contractor provided facility including real property, utilities, buildings, equipment, and personnel used in the collection, sorting, staging, and processing of recyclable materials received from customers.

1.2.3 *Contract or Contract Documents* - Includes the following: This Contract, the Request for Proposals, the Contractor’s proposal, addenda, contract area maps, insurance certificates, Authorizations of Change in Services, and contract amendments. The terms *Contract* and *Contract Documents* have the same meaning.

1.2.4 *Contract area* - The San Marcos city limits, as they now exist or may be amended in the future.

1.2.5 *Director* - Director of the Department of Neighborhood Services or a person designated by the Director to act for the Director.

1.2.6 *Disposal site* - A solid waste depository, including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction, and requiring such licenses, permits or approvals to receive for processing or final disposal of solid waste or dead animals.

1.2.7 *E-Waste* - Discarded computers, office electronic equipment, entertainment device electronics, mobile phones, television sets, and refrigerators. Electronics destined for reuse, resale, salvage, recycling, or disposal.

1.2.8 *Hazardous waste* - Any chemical, compound, mixture, substance or article designated as a “hazardous material” under state or federal law.

1.2.9 *Producer or customer* - An occupant of a commercial or industrial unit or a residential unit who generates recyclable material.

1.2.10 *Recyclable materials* - Garbage or rubbish material that still has useful physical or chemical properties after serving its original purpose and that can be reused or remanufactured into other products.

1.2.11 *Recycling Drop Off Center* - A full service multi-materials recycling facility that is operated so that it can accept bulk delivery of recyclable materials and processes, sorts, and prepares for shipment of raw materials to commodity end users for manufacture into new products.
1.2.12 Single Stream Recycling – Co-mingled collection, transportation, and processing of recyclable materials. All classes of materials (i.e. glass, paper, metals and plastics) are collected in one container either by mechanical or manual means for transport to a recyclable materials processing facility for automated sorting and processing.

1.2.13 Solid waste - Garbage, rubbish, bulky waste, construction debris, stable matter, tree trimmings and yard waste not suitable for processing at a recyclable materials processing facility.

1.2.14 Work - The furnishing of all labor, materials, equipment, services and other incidentals necessary for the successful completion of the Contract and the carrying out of all duties and obligations imposed by this Contract on the Contractor.

Section 1.3 Recycling Collection Center

The Contractor will:

1.3.1 Recycling Drop-off Center

Operate a Recycling Drop-Off Center within the City limits in order to collect recyclable materials from the public. The mode of collection may be by sorted bins. The Contractor will provide appropriate supervision, materials, equipment, and labor for the operation of the Recycling Drop-Off Center as follows:

A. Accept all types of paper and cardboard, tires, oil and filters, scrap metal and white goods, glass, Freon bearing appliances, certain types of plastic, non-ferrous metals, and Styrofoam peanuts, rechargeable batteries, printer and toner cartridges, used cooking oil, anti-freeze, car batteries and residential electronic waste during the Contractor’s normal business hours. The Contractor will accept a maximum of one (1) television and two (2) Cathode Ray Tubes per household at no charge to City residents per year. In addition, the Contractor will waive the fee for Freon recovery for up to two (2) Freon bearing appliances and the tire disposal fee for five (5) tires per year for San Marcos residents. The Contractor may accept additional items for a fee based on current market conditions.

B. Market and ship all recyclable materials to raw materials end users for manufacturer into new products in accordance with all applicable local, state, and federal laws and regulations/or transport to a recycling materials processing facility. Under no circumstances will recyclable materials be disposed of at a disposal site.

C. Ensure that all buildings, facilities, grounds, vehicles, and equipment used in the performance of these Services are kept in good repair and appearance and in sanitary condition. In this regard, the Contractor/subcontractor will police the grounds at least once each day and dispose of loose and wind-blown recyclable materials.

D. Provide a monthly report to the City detailing the recyclable materials collected and marketed including total pounds per type of material and market value of each type of material.
E. Require that the Contractor’s employees, officers, and agents do not identify themselves as being employees or agents of the City; and ensure that all of the Contractor’s employees wear insignia bearing the Contractor’s name and the individual’s name.

F. Obtain all licenses and permits required to perform the services described in this Contract, and promptly pay all taxes required by law.

G. The Contractor will provide access to the City for inspection of the grounds of the facility to ensure that all requirements of this contract are met at any time.

1.3.2 Contractor’s Personnel:

Provide the City with personnel for the operation of the City’s Household Hazardous Waste Facility as follows:

A. The Contractor will provide two (2) employees (the “employees”) to operate the City’s Household Hazardous Waste (“HHW”) Facility (the “Facility”). The City Facility will operate up to sixteen (16) hours per week. Each employee will work up to sixteen (16) hours per week with a total of thirty-two (32) hours paid per week. In addition, at the City’s direction, the employees may operate the Facility on four separate Saturdays per year (up to sixty-four (64) total hours per year). The aforementioned work schedules are subject to change based on the needs and requirements of the City with prior notice to the Contractor.

B. The City will pay for the course costs for the Contractor’s employees to receive a mandatory forty (40) hours of HAZWOPER training for one (1) employee and eight (8) hours of an annual refresher course (for three (3) employees) at the City’s expense.

C. The City will provide all necessary personal protective equipment for each employee at the City’s expense. In addition, the City will provide operating supplies and equipment at its expense for the Facility area.

D. While operating the Facility on behalf of the City, the employees will be under the direct supervision of the City’s Solid Waste Coordinator (the “Coordinator”) or the Coordinator’s designee, however, the Contractor’s employees are not considered City employees and will not receive compensation or benefits (vacation, sick leave, retirement, insurance, etc.) from the City. The Contractor is required, at all times, to ensure that all employees provided to the City are adequately covered by Workers’ Compensation, General Liability, and Automobile insurance coverage in accordance with this Contract.

E. The employees will:

(1) Assist the City in the receipt, identification, segregation, storage, and preparation for shipment, of all household hazardous waste received from eligible customers for recycling, treatment and/or disposal.
(2) Set up, break down, and clean the Facility and equipment before the close of each shift. The employees will maintain the Facility in a neat and orderly manner, and in compliance with all Federal, State, and local laws and regulations for the entire time these services are performed on behalf of the City.

(3) Develop a supply needs list and perform an inventory of supplies as necessary and promptly notify the Coordinator of any shortage in supplies, materials, or equipment so that the City may order the items as needed.

(4) Assist the City with waste diversion activities (battery recycling, scrap metal recycling, etc.) as directed.

(5) Be forklift operator certified (at the expense of the Contractor) and maintain this certification for the entire time the employees perform services on behalf of the City.

Section 1.4 City Facilities/Neighborhood Cleanup/Special Events Etc.

The Contractor will:

1.4.1 Provision of City Facilities Collection Services; Materials to be Collected

A. Furnish City facilities with 96 gallon carts and collect and properly dispose/recycle the following office material at selected City facilities listed in Attachment A on a weekly basis:

(1) computer paper  (10) carbonless forms
(2) colored paper   (11) envelopes
(3) fax paper       (12) post-it notes
(4) file folders    (13) direct mail advertisements
(5) glossy paper    (14) flattened cardboard
(6) white paper     (15) newspaper
(7) phone books     (16) glass
(8) plastics #1-7   (17) aluminum, steel, and tin cans
(9) flattened paper board  (18) shredded paper (bagged)

B. The Contractor will utilize a single stream mode of collection and the existing carts as stipulated in section 1.4.1.A above. The City and the Contractor will review the City’s requirements for each of the City facilities listed in Attachment A and adjust the number of carts/containers as needed.

C. Furnish the City with six (6) eight (8) yard containers for the collection and recycling of cardboard. The containers will be located at the Public Services Building, Police Department, Animal Shelter, Activity Center, Nature Center and the San Marcos Airport. The Contractor will pick up flattened cardboard weekly from the above referenced locations. There will be seasonal times for cardboard pick up, as requested: Lion’s Tube
Rental, Five Mile Soccer Complex, Ramon Lucio Fields, and the Girls Fast Pitch Fields.

D. Maintain a 30 yard roll off dumpster at 750 River Road, San Marcos for receipt of recyclables from the City’s park crews. The Contractor will provide a monthly count of all tires collected from the roll off containers. Tires generated from City vehicles will not be accepted. The Contractor will waive fees for the first 35 tires collected per month. After the first 35 tires are collected, the City will pay the Contractor for the acceptance of tires at the prices stipulated in Subsection 3.1 F) of the Contract. (Added by ACIS #1, 6/2/15)

E. Scrap Material Collection. Furnish the appropriate size containers for recycling of:

<table>
<thead>
<tr>
<th>Facility</th>
<th>Container #</th>
<th>Type of Materials Collected</th>
<th>Cost Per Haul</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Marcos Electric Utility</td>
<td>3</td>
<td>Aluminum, Copper, Ferrous Metals</td>
<td>3.1.1.C.</td>
</tr>
<tr>
<td>Fleet Services</td>
<td>1</td>
<td>Ferrous Metals</td>
<td>3.1.1.C.</td>
</tr>
<tr>
<td>Water/Wastewater Warehouse</td>
<td>2</td>
<td>Ferrous Metals, Copper, Brass</td>
<td>3.1.1.C.</td>
</tr>
<tr>
<td>Transportation/Traffic</td>
<td>2</td>
<td>Aluminum, Ferrous Metals</td>
<td>3.1.1.C.</td>
</tr>
<tr>
<td>Household Hazardous Waste Yard</td>
<td>1</td>
<td>Lead Batteries</td>
<td>No Charge</td>
</tr>
</tbody>
</table>

Provide on-call services to pick up scrap metal at 750 River Road, San Marcos.

Haul scrap materials from the above locations for the amount listed in Article 3.1.1.C. The scrap materials collected from City facilities will be paid for at current market values with the amount of the haul deducted before payment. Checks will be mailed to:

City of San Marcos, Utilities
Attn: Customer Service Supervisor
630 East Hopkins
San Marcos, Texas 78666

F. E-Waste Collection: Collect e-waste as requested by the City’s Information Technology Department on an as needed basis.

1.4.2 Provision of Neighborhood Cleanup/River Cleanup/Household Hazardous Waste

A. Assist the City in conducting approximately six (6) neighborhood cleanups, one (1) river cleanup and two (2) household hazardous waste events each year by furnishing labor and equipment for collection of recyclable materials. At these clean ups, the Contractor will accept, at a minimum, cardboard, scrap metal, and appliances including Freon bearing appliances, tires, and automotive batteries on the City’s behalf.

B. Furnish containers that are clear stream or expandable metal frames of the appropriate size and number as determined by between the City and the Contractor as necessary for the
collection of recyclable materials (i.e. aluminum, plastic, and paper). The Contractor will collect materials at the following City sponsored events: Don’t Mess With Texas Trash Off, KSMB Spring Concert Series, Spring Carnival, Swingin’ on the Square, Movies in Your Park, Summer in the Park, Summerfest, Library Book Sale(s), Passport SMTX, Fall Carnival, one (1) Animal Shelter event, Foodstock (3), and Sights and Sounds of Christmas. The Contractor will ensure that receptacles for recycling are kept at convenient locations throughout the event sites for the duration of each event and ensure that they are emptied at least once per day and removed no later than 12:00 noon following the last day of the event. If the last day falls on a Saturday, recyclables must be removed by noon on Monday. The cost for these services are included in the Contractor’s cost for operation of the recycling drop-off center.

Section 1.5 Quality of Services

The Contractor will:

1.5.1 Spills/Incidents

Endeavor to not spill recyclable material. The Contractor will not leave recyclable material on the ground. If the Contractor spills material it will clean the spill using all means necessary before its truck leaves the premises. The Contractor will clean up liquid and hydraulic spills with the appropriate absorbent material which will be carried on all trucks. If a spill leaves a stain on a roadway, building, parking lot or other similar surface, the Contractor will use all reasonable means available to remove the stain and restore the area to the satisfaction of the Director.

1.5.2 Equipment/Vehicles

A. In the performance of its services under this contract, utilize only equipment/vehicles and or other containers or devices which are suited to keeping recyclable material from falling or blowing loose. Recyclable materials and waste hauled by the Contractor will be contained, tied or enclosed so that leaking, spilling and blowing is prevented. All of the Contractor’s equipment/vehicles will be in good mechanical condition and will be certified under current federal and TXDOT guidelines as applicable.

B. Utilize only that equipment/vehicles approved for use under this Contract and as proposed per Attachment “B” to this Contract. The Contractor may make changes to the equipment/vehicle list with the written consent of the Director. The Contractor will not use equipment or vehicles that are more than seven years old in order to provide services required under this Contract.

C. Not allow the noise level of the equipment/vehicles during the stationary compaction process to exceed 75 decibels from a distance of 25 feet from the equipment/vehicle and at an elevation of five (5) feet from the horizontal base plane of the equipment/vehicle.
D. Identify its vehicles and other equipment with the name, address, and phone number of the Contractor’s local office on each side of the vehicle so that the information can be clearly read from a distance of 100 feet.

1.5.3 Personnel

A. Provide capable drivers with current appropriate class drivers’ licenses.

B. Ensure that all of its employees, permanent or temporary, present a neat appearance and can be easily recognized while performing work under this contract. All of its employees will wear appropriate identification badges or uniforms.

C. Ensure that any persons employed who are not United States citizens will have valid work permits.

D. Remove from service under this Contract any of its employees for just cause as requested by the City and will replace the employee(s) with a substitute approved by the City.

1.5.4 Customer Service/Office Facilities

Maintain an office within the City limits that is accessible Monday through Friday, 9 a.m. – 5 p.m. The Contractor will provide sufficient local or toll free telephone numbers and adequate office staff. In addition, the Contractor will provide for voice mail or e-mail receipt of after-hours inquiries and complaints.

Section 1.6 Education Program

The Contractor will:

1.6.1 Be an integral part of the City’s continuing effort to educate its citizens regarding recycling services, and will provide a high level of cooperation with the City and its citizens in carrying out the services specified in this Contract.

1.6.2 Public Information

The City maintains an active public information program to educate customers about the importance of materials recycling, and to inform them of effective materials recycling techniques. The City’s goal is to reach all customers through various methods including:

A. Written materials such as press releases, newsletter articles, and bill inserts;
B. Visual materials such as recycling materials and vehicle signage;
C. Recycling website;
D. Representation at public events such as the Business Expo, America Recycles Day, Green Living Showcase, and Texas Wild Rice Festival; and
E. Presentations for local groups, clubs, and organizations.
Develop and expand this public information program as additional resources become available. Future public information programs may include: regularly scheduled mail outs and newspaper ads, billboard advertising, partnering with neighboring recyclers to provide radio/television spots, and participation in state-wide conservation campaigns.

1.6.3 Develop and implement a Public Outreach/Education Program related to its recycling activities as described in 1.6.2. A schedule detailing all activities of this program for the following year will be submitted to the Director for review and approval at least 15 calendar days prior to beginning work, and annually thereafter. The Contractor will continue program development and implementation throughout the term of the subsequent Contract. Provide a written report to the City on a quarterly basis on the nature and the extent of the public information program.

1.6.4 Pay all costs of the public information program.

1.6.5 Develop and distribute literature to inform affected customers regarding all aspects of recycling services, which will include but not be limited to, materials to be recycled and method of preparation required. The Contractor will submit all educational literature to the City and receive approval prior to distributing it to customers.

1.6.6 Make available to public schools educational materials regarding the recycling services drop-off center and City facilities.

Section 1.7 Disposal of Recyclable Materials and Solid Waste

The Contractor will:

1.7.1 Disposal

Haul and dispose of all recyclable materials collected by it, or will arrange for the hauling and disposal of, all recyclable materials collected by it at a recyclable materials processing facility licensed by the State of Texas for that purpose. The Contractor may dispose of contaminated, non-recyclable solid waste at a solid waste disposal site licensed by the State of Texas for that purpose. Under no circumstance will the Contractor dispose of recyclable materials in a solid waste disposal site. The recyclable materials processing facility will have adequate capacity to accommodate the materials collected under this Contract. Any costs of recycling, including without limitation, tipping, drop-off, processing or other fees charged for processing are included in the fees set forth in this Contract. The Contractor will remove recyclable materials from City facilities and from City construction and renovation project sites as requested by the City. (added by ACIS #2, 11/12/15)

1.7.2 Ownership of Collected Recyclable Materials Waste

Accept title to all recyclable materials waste and solid waste placed in the Contractor’s collection vehicles, received by the Contractor at the recycling drop-off center or from City facilities and events. The City does not accept ownership or title to any such items.
1.7.3 Notifications and Disposal Site Reports

Forward, to the City at its request, all copies of Texas Commission of Environmental Quality ("TCEQ") inspection for each registered recyclable materials processing facility being used for the disposal of recyclable materials collected under this Contract. In addition, as assurance that all recyclable materials are only disposed of at a recyclable materials processing facility, the Contractor will provide on a quarterly basis, copies of all delivery receipts to said recyclable materials processing facility.

1.7.4 Interruption of Service

In the event the collection and disposal of recyclable materials is interrupted for any reason outside of the Contractor's reasonable control for more than 48 hours, the City will have the right to make temporary arrangements for continuing this service for its citizens in order to provide and protect the public health and safety. In the event of this type of interruption, the Contractor will bear all expenses incurred for collection and disposal of recyclable materials.

1.7.5 Natural Disaster

In the case of excessive amounts of debris and recycling materials caused by tornadoes, severe storms, high winds, flooding, hurricanes, ice storms of other similar occurrences or other force majeure event, the City may dispose of the debris or recycling in whatever manner it may elect; provided however, that the City will attempt in good faith to use the Contractor's services if they can be used at the same or lower cost than other methods available to the City. If the City elects to use the Contractor's services, the Contractor agrees to provide 20, 30, and 40 yard roll off containers and available personnel at the rates included in Section 3.1 of the Contract. The Contractor agrees to provide the necessary requested services to the City within 24 hours of the City's notice of a natural disaster. If the Contractor cannot respond within the time frame set forth above, it will notify the City immediately of such inability. (added by ACIS #2, 11/12/15)

ARTICLE 2
THE CITY'S RESPONSIBILITIES

The City will:

Section 2.1 The City will designate the Director to act as the City's authorized representative to act on the City's behalf with respect to this Contract.

Section 2.2 Provide full information to the Contractor regarding the City's requirements for the Contractor's services under this Contract. The City will furnish the Contractor with copies of data and information in the City's possession needed by the Contractor at the Contractor's request. The City will examine the documents and information submitted by the Contractor and promptly render responses to the Contractor on issues requiring a decision by the City.
Section 2.3 Provide access to and make all necessary provisions for the Contractor to enter public and private property as required for the Contractor to perform its services under this Agreement.

Section 2.4 The City will assist the Contractor in encouraging customers to comply with regulations by disseminating instruction, public service contacts, and informational materials.

Section 2.5 The City will bear all costs incident to this Article.

Section 2.6 File appropriate documentation with the Texas Department of Motor Vehicles including but not limited to form VTR 71-4, Application for a Certificate of Authority to Dispose of a Motor Vehicle (“COA”).

(Added by ACIS #4, 5/2017)

ARTICLE 3
PAYMENTS

Section 3.1 Rates and Payments Billing

3.1.1 The Contractor will bill the City for its Services within ten (10) calendar days following the end of each month. After receipt and approval of the Contractors invoice, the City will pay the Contractor on or before the 25th day following the end of the preceding month as follows:

A. Drop off center: The rates to be charged for the recycling drop off center by the Contractor will be $0.69 per account per month. Before the 15th of each month, the City will provide the Contractor with the number of active accounts for the preceding month. Based on active accounts as provided by the City, the Contractor will bill the City on a per account basis for each month.

B. Contractor’s Personnel: The City will pay the Contractor for the provision of two employees to operate the City’s HHW Facility as stipulated in Subsection 1.3.2 at $17.78 per hour/per employee. Disaster Relief Labor Rate: $45.00/hour per employee. Price includes any physical labor, heavy equipment usage, light truck transportation and administrative support. (added by ACIS #2, 11/12/15)

C. City Facilities: The City will pay the Contractor for city facility pickup at a monthly rate of $2,874.00.

D. Scrap Materials: The City’s payment for the hauling of scrap materials will be deducted from the total amount due to the City by the Contractor based upon the current market value of the scrap materials collected from City facilities. If the container is hauled by truck and trailer, the cost per haul is $30.00. If the pickup is a roll-off by a roll-off truck, the cost per haul is $75.00 regardless of roll-off size.

E. E-Waste: The City will pay the Contractor $30.00 per pick-up of e-waste collected from the City.
F. Tires: The City will pay the Contractor the following fees for its collection of abandoned tires after the first 35 tires collected per month:

<table>
<thead>
<tr>
<th>Commodity</th>
<th>Price</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Passenger Tires</td>
<td>$2.00</td>
<td>Each</td>
</tr>
<tr>
<td>18-Wheeler Tires</td>
<td>$10.00</td>
<td>Each</td>
</tr>
<tr>
<td>Off-The-Road (Equipment) Tires</td>
<td>Varies by Weight</td>
<td>Each</td>
</tr>
</tbody>
</table>

(added by ACIS #1, 6/2/15)

G. Roll Off Containers (all sizes): $450.00 per container, thirty (30) day fee waived. Price includes delivery, hauling, disposal, fuel, environmental and rental fees. Additional fees will apply for the inclusion of TVs, CRTs, tires, and Freon bearing appliances.

(added by ACIS #2, 11/12/15 and alphabetical reference changed from “F” to “G” by ACIS #4, 5/2017)

H. Nuisance Vehicles: The City will pay for the hauling and disposal of two nuisance vehicles per year at a rate of $75.00 per vehicle.

(added by ACIS #4 5/2017)

ARTICLE 4
RECORDS AND REPORTS

Section 4.1 The Contractor will file the following records and reports with the City as directed:

4.1.1 Reports of all complaints received, investigations of these complaints, and actions taken by the Contractor.

4.1.2 Reports of recycling information which includes volumes by category.

Section 4.2 The Contractor will retain all records and supporting documentation applicable to this Contract, and not delivered to the City, for a period of three years except in the event that the Contractor goes out of business, it will deliver to the City all of its records relating to this Contract for retention by the City.

ARTICLE 5
TERM; TERMINATION OF CONTRACT

Section 5.1 Contract Term

This Contract is a five (5) year contract effective from July 1, 2014 through June 30, 2019.

Section 5.2 Option to Extend

This contract may be extended for two (2) additional five (5) year terms, provided all terms and conditions remain in full force and effect except for the contract period being extended. This option, if exercised, is to be executed in the form of an Authorization of Change in Services, to be
issued no sooner than one hundred and twenty days (120) prior to expiration of this contract, nor later than the final day of the contract period. This option to extend requires the mutual agreement of both parties. Refusal by either party to exercise this option to extend will cause this contract to expire on the original or mutually agreed upon date. The total period of this contract, including the extension, as a result of exercising this option, will not exceed a maximum combined period of fifteen (15) years. The contract price, however, will be adjusted annually by 2.5%.

*Increase of 1.01%----- ACIS #1, 6/2/15
Increase of 1.2%----- ACIS #3, 7/28/16
Increase of 2.7%-----ACIS #4, 5/2017

**Section 5.3 Breach/Default**

Failure by either party to this Contract to perform any of its provisions will constitute a breach of Contract, in which case, either party may require corrective action within ten (10) calendar days from date of receipt of written notice citing the exact nature of such breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the prescribed ten calendar days will constitute a default of Contract. The defaulting party will be given a 20 calendar day period within which to show cause why the Contract should not be terminated for default. The City may take whatever action as its interest may appear, resulting from such notice. The City reserves the right to enforce the performance of the Contract in any manner prescribed by law in the event of breach or default of the Contract, and may Contract with another party with or without solicitation of proposals or further notification to the Contractor. At a minimum, the Contractor will be required to pay any difference in the cost of securing the services covered by this Contract, or compensate the City for any loss or damage derived hereunder should it become necessary to contract with another source because of this default, plus reasonable administrative costs and attorney’s fees. In the event of termination for default, the City, its agents or representatives, will not be liable for loss of any profits anticipated to be made under this Contract.

**Section 5.4 Termination by City**

The City reserves the right to terminate this Contract for convenience and without cause upon at least thirty (30) calendar days prior written notice for any reason deemed by City to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. No termination for convenience will be taken with the intention of awarding the same or a similar Contract to another source. In the event of such termination the City will pay the Contractor those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with this Contract prior to termination. Provided, however, that no costs will be paid which are recoverable in the normal course of doing business in which the Contractor is engaged, or costs which can be mitigated through the sale of supplies or inventories. In the event City pays for the cost of supplies or materials obtained for use under this Contract, these supplies or materials will become the property of City and will be delivered to the City at the place designated by the Director. The City will not be liable for loss of any profits anticipated to be made under this Contract.
Section 5.5 Funding Availability

The Contractor understands that funds for the payment for the services performed by the Contractor under this Contract have been provided through the City budget approved by City Council for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. The City cannot guarantee the availability of funds, and enters into the Contract only to the extent such funds are made available. The Contractor acknowledges and agrees that it will have no recourse against the City for its failure to appropriate funds for the purposes of this Contract in any fiscal year other than the year in which the Contract is executed. The fiscal year for the City extends from October 1st of each calendar year to September 30th of the following calendar year.

ARTICLE 6
MISCELLANEOUS PROVISIONS

Section 6.1 Governing Law and Venue

This Contract is governed by and will be construed under the laws of the State of Texas. All obligations of both parties are performable and exclusive venue for any dispute arising under this Contract is in Hays County, Texas.

Section 6.2 Limitations

As to all acts or failures to act by either party to this Contract, any applicable statute of limitations will commence to run and any alleged cause of action will be deemed to have accrued when the party commencing the cause of action knew or should have known of the existence of the subject act(s) or failure(s) to act.

Section 6.3 Partisan Political Activity

The Contractor will not use funds received by it directly or indirectly under the terms of this Contract for any partisan political activity or to further the election or defeat of any candidate for public office.

Section 6.4 Gratuities

The Contractor hereby affirms that the Contractor has not made or agreed to make any valuable gift whether in the form of service, loan, thing or promise to any person or any of his/her immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of contractors to provide these Services to the city within the two years preceding the execution of this Contract. A campaign contribution as defined by the Texas Election Code or the San Marcos City Code will not be considered as a valuable gift for the purposes of this Contract. The City may terminate this contract if the City finds that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City to secure favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this
Contract. In the event this Contract is terminated under this section, the City may collect, in addition to any other damages or remedies to which it may be entitled by law, exemplary damages in an amount not less than three or more than ten times the value of the gratuity offered or given to any city officer or employee.

Section 6.5  Nondiscrimination

In performing the services required under this Contract, the Contractor will not discriminate against any person based on race, color, religion, sex, national origin, age, disability, or ancestry. The Contractor agrees not to engage in employment practices which have the purpose or effect of discriminating against employees or prospective employees because of race, color, sex, religion, national origin, age, disability or ancestry and will comply with all laws and regulations prohibiting such discrimination. The Contractor will submit reports at the City’s request to assure compliance. A breach of this covenant may be regarded as a default by the Contractor of the Agreement.

Section 6.6  Construction

All references in this Contract to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. The term "will" is mandatory in this Contract. The captions or headings included in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions, articles, or sections of this Agreement.

Section 6.7  Severability

Should any provision in this Contract be found or deemed to be invalid, this Contract will be construed as not containing the provision and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Contract are declared to be severable.

Section 6.8  Compliance With Laws

In performing all services under this Contract, the Contractor, its subcontractors, successors and assigns will comply with all local, state and federal laws.

Section 6.9  Public Information Act

The City of San Marcos is governed by the Texas Public Information Act (the "Act"), Chapter 552 of the Texas Government Code, as amended. This Contract and all written information generated under this Contract may be subject to release under the Act. The Contractor will not make any reports, information, data, etc. generated under this Contract available to any individual or organization without the written approval of the City.

Section 6.10  Exclusivity

All services provided pursuant to this Contract are for the exclusive use and benefit of the City and the Contract will not give rise to any rights in third parties.
Section 6.11 **Waiver/Renunciation**

No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing and signed by both parties.

Section 6.12 **Remedies; No Waiver.**

In the event of a default or breach of this Contract by the Contractor, the City reserves the right to choose among the remedies for the default or breach available to the City. These remedies may be used in conjunction with one another or separately, and together with any other statutory or common law remedies available to the City. Any failure by the City to enforce this Contract with respect to one or more defaults by the Contractor will not waive the City’s ability to enforce the Contract after that time.

Section 6.13 **No Waiver of Immunity from Suit**

The City’s execution and performance under this Contract will not act as a waiver by the City of any immunity from suit to which it is entitled under applicable law. The parties acknowledge that the City, in executing and performing this Contract, is a governmental entity acting in a governmental capacity.

Section 6.14 **Contractor Name Change**

The Contractor is responsible for the performance of the Contract. In the event the Contractor changes its name, the City must be notified in writing immediately. No change in the obligations of the Contractor will be recognized until such change is approved by the City. A fee of $100.00, payable to the City, will be charged the Contractor for administrative costs in processing each change under this provision. The Contract will then be modified to reflect the change.

Section 6.15 **Force Majeure**

In the event that the performance by either the City or the Contractor of any of its obligations under the Contract is interrupted or delayed by events outside of their control such as acts of God, war, riot, or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of the events.
Section 6.16 Successors and Assigns; Assignment

The City and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract. The City and the Contractor may not assign, sublet or transfer any of their rights or delegate or subcontract any of their duties under or interest in the Contract in whole or in part, without the written consent of the other. Any work or services subcontracted under the Agreement will be specified by separate written agreement and will be subject to each provision of the Agreement. The Contractor will notify the City, in writing, of any change in its partnership/ownership within 30 calendar days of such change.

Section 6.17 Entire Agreement

This Contract including all appendices and referenced attachments or exhibits represents the entire and integrated Contract between the City and the Contractor and supersedes all prior negotiations, proposals, negotiations, representations or agreements either written or oral between the parties. In the event of a dispute between the City and the Contractor regarding the intent of this Contract, both parties agree that this Contract will be constructed in a manner consistent with the City’s Request for Proposals, the Contractor’s proposal response and the public record of the City Council’s approval of this Contract as applicable. This Agreement may be amended only by written instrument and must be signed by both the City and the Contractor. Any such authorization of change in services or amendment must be approved by the City’s governing body unless the compensation for which does not exceed $50,000.00. Any exhibits and/or attachments attached to this contract are incorporated by reference into this contract as though included verbatim herein. In the event of any conflict between the Contract and the provisions of any referenced exhibit or attachment to this Contract, this Contract will govern and control.

Section 6.18 Change in Services/Amendment

Each material change (deletion or addition) in the services to be provided by Contractor must be authorized by the City on the Authorization of Change in Services form attached to this Contract as Attachment C. Compensation for any additional services or change in services will be calculated in accordance with Section 3.2 of this Contract. The approval of the City’s governing body is necessary for all additional services the compensation for which exceeds $50,000.00.

Section 6.19 Written Assurances

Whenever one party to this Contract, in good faith, has reason to question the other party’s intent to perform, the former may demand that the other party give written assurance of intent to perform. In the event that a demand is made and no such assurance is received within 5 working days, the demanding party may treat this failure as an anticipatory repudiation of this Contract.
Section 6.20 Schedule of Work

The Contractor will complete the work in accordance with the schedule negotiated with the City and the Contractor has taken into consideration and made allowance for all hindrances and delays incident to such work, whether growing out of delays in securing material, workers, and weather or otherwise.

Section 6.21 Smoking Ordinance

The Contractor’s attention is called to the fact that pursuant to San Marcos Ordinance No. 2013-57, as amended, all City of San Marcos owned and rented/leased properties are smoke free properties. All Contractors, their subcontractors and employees are prohibited from smoking while on City property. This prohibition includes the enclosed areas of public places and workplaces and within 10 feet of doors and windows of City-owned or rented buildings, all City parks and the grounds outside of any City building. This prohibition includes e-cigarettes and other inhaled vapor devices. The City may terminate this Agreement for noncompliance.

Section 6.22 Safety

The work to be performed under this contract will be performed entirely at the Contractor’s risk. The Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work to be performed under this contract. The Contractor will take all reasonable precautions for the safety of and will provide all reasonable protection to prevent damage, injury, or loss to employees, the work, the endangered species, or the property affected by this contract. All damage or loss to any property caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them will be remedied by the Contractor.

Section 6.23 Taxes

The Contractor will not include Federal taxes or State of Texas limited sales excise and use taxes in its invoices or vouchers and statement of costs. The City is exempt from payment of such taxes and the Contractor may retrieve a resale certificate for use on this Project from the State of Texas Comptroller’s website.

Section 6.24 “Green” Procurement

It is the City’s intent to be proactive with regard to the environment. The City encourages “Value Purchasing” of environmentally friendly products. The Contractor is encouraged to identify and utilize green solutions in performing any services under the Agreement, as appropriate.
ARTICLE 7
INSURANCE AND INDEMNITY

Section 7.1 Indemnity

The Contractor will indemnify, hold harmless and defend the City and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional wrongful acts errors or omissions of the Contractor, its officers, employees or agents. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by the City arising in favor of any party, including the amounts of any damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to property alleged or actual infringement of patents, copyrights, trademarks and without limitation by enumeration, all other claims, demands, or causes of action of every character occurring, resulting, or arising from any negligent or intentional wrongful act, error or omission of the Contractor and/or its agents and/or employees. This obligation by the Contractor will not be limited because of the specification of any particular insurance coverage required under the Agreement.

Section 7.2 Insurance

(a) The Contractor will procure and maintain at its own expense insurance with insurance companies authorized to do business in the State of Texas, covering all operations under the Agreement, whether performed by the Contractor or its agents, subcontractors or employees. Before commencing the work the Contractor will furnish to the City a certificate or certificates in a form satisfactory to the City, showing that the Contractor has complied with this paragraph. All certificates will provide that the policies will not be canceled until at least 30 calendar days prior written notice has been given to the City. Failure of the Contractor to demand a certificate or other sufficient evidence of full compliance with these insurance requirements or failure of the Contractor to identify a deficiency from the evidence that is provided as proof of insurance will not be construed as a waiver of the Contractor’s obligation to maintain the required insurance coverage specified herein. Commercial general liability and motor vehicle insurance will be written with the City as an additional insured and will be endorsed to provide a waiver of the carrier’s right of subrogation against the City. The kinds and amounts of insurance required are as follows:

Workers’ Compensation Insurance and/or Employer’s Liability: In accordance with the provisions of the Workers’ Compensation Act of the State of Texas and/or $500,000.00/$500,000.00 for Employer’s Liability.

Liability Insurance: (1) Commercial general liability insurance (standard ISO version) with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate, providing coverage for, but not limited to, bodily injury and property damage, premises /operations, products/completed operations, independent contractors as applicable. (2) Business Motor Vehicle liability insurance (standard ISO version) in an amount not less than $1,000,000 per occurrence.
ARTICLE 8
NOTICE

Section 8.1 Notices required under this Contract will be provided by the parties to one another by certified mail, return receipt requested, or by confirmed facsimile transmission, to the following addresses:

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

To the Contractor:
Kyle Hahn, President
Green Guy Recycling, Inc.
937 Hwy 80
San Marcos, Texas 78666

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

City of San Marcos
By: [Signature]
Jared Miller, City Manager
Date: 06/20/2014
Attest: [Signature]
(Signature)
(Printed or typed name)
City Clerk
(Title)

Green Guy Recycling, Inc.
By: [Signature]
Kyle Hahn, President
Date: 7/1/14
Attest: [Signature]
(Signature)
(Printed or typed name)
Admin Services Manager
(Title)
Attachment A

CITY FACILITIES

**Single Stream Carts**

<table>
<thead>
<tr>
<th>Facility</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activity Center</td>
<td>501 East Hopkins</td>
</tr>
<tr>
<td>Animal Shelter</td>
<td>750 River Road</td>
</tr>
<tr>
<td>Central Fire Station</td>
<td>114 Hutchison Street</td>
</tr>
<tr>
<td>City Marshal Office</td>
<td>1402 West Hopkins</td>
</tr>
<tr>
<td>City Hall</td>
<td>630 East Hopkins</td>
</tr>
<tr>
<td>Household Hazardous Waste Drop Off</td>
<td>630 East Hopkins</td>
</tr>
<tr>
<td>Community Services Department</td>
<td>401 East Hopkins</td>
</tr>
<tr>
<td>Municipal Building</td>
<td>630 East Hopkins</td>
</tr>
<tr>
<td>Nature Center</td>
<td>430 Riverside Drive</td>
</tr>
<tr>
<td>Permit Building</td>
<td>625 East Hopkins</td>
</tr>
<tr>
<td>Public Library</td>
<td>630 East Hopkins</td>
</tr>
<tr>
<td>Public Services Building</td>
<td>630 East Hopkins</td>
</tr>
<tr>
<td>San Marcos Police Department</td>
<td>2300 South IH 35</td>
</tr>
<tr>
<td>Sub Fire Station #2</td>
<td>1314 Academy Street</td>
</tr>
<tr>
<td>Sub Fire Station #3</td>
<td>2420 Hunter Road</td>
</tr>
<tr>
<td>Sub Fire Station #4</td>
<td>404 Broadway</td>
</tr>
<tr>
<td>Sub Fire Station #5</td>
<td>100 Carlson Circle</td>
</tr>
<tr>
<td>Tourist Information Center</td>
<td>617 North IH 35</td>
</tr>
<tr>
<td>Traffic Department</td>
<td>630 East Hopkins</td>
</tr>
<tr>
<td>Waste Water Treatment Plant</td>
<td>750 River Road</td>
</tr>
<tr>
<td>Water/Waste Water Warehouse</td>
<td>630 East Hopkins</td>
</tr>
<tr>
<td>WIC – San Marcos</td>
<td>401C Broadway</td>
</tr>
<tr>
<td>Lion’s Club (Summer Only)</td>
<td>170 Charles Austin Drive</td>
</tr>
</tbody>
</table>

**Recycling Containers**

<table>
<thead>
<tr>
<th>Facility</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal Building</td>
<td>630 East Hopkins</td>
</tr>
<tr>
<td>Public Services Department</td>
<td>630 East Hopkins</td>
</tr>
<tr>
<td>Traffic Department</td>
<td>630 East Hopkins</td>
</tr>
<tr>
<td>Waste Water Treatment Plant</td>
<td>750 River Road</td>
</tr>
<tr>
<td>Water/Waste Water Warehouse</td>
<td>630 East Hopkins</td>
</tr>
</tbody>
</table>
AGENDA CAPTION:
Receive a Staff Presentation and hold a Public Hearing to receive comments for or against Resolution 2019-69R, approving Substantial Amendment No. 8 to the Community Development Block Grant-Disaster Recovery (CDBG-DR) Action Plan to add Owner Occupied Housing Reimbursement Activity to the CDBG-DR Action Plan and to reallocate funds between certain activities and budgets; authorizing the City Manager to act as the Official Representative of the City in matters related to the CDBG-DR Program and Action Plan; and declaring an effective date; and consider approval of Resolution 2019-69R.

Meeting date: June 4, 2019

Department: Planning and Development Services

Amount & Source of Funding
Funds Required: CDBG-DR Funds
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: Prior Council Action: The City Council approved the Community Development Block Grant - Disaster Recovery Action Plan, November 6, 2016, and HUD approved the Plan December 2016. The following Amendments to the CDBG-DR Action Plan were approved by City Council: February 7, 2017, Non-Amendment #1 - Projections of Expenditures submission; September 26, 2017, Substantial Amendment #2 - Clarifying the terms of deferred loans; May 31, 2017, Substantial Amendment #3 - Changing the Method of Program Eligibility Determination; October 17, 2017, Substantial Amendment #4 - Identified an additional infrastructure activity to be funded with 2nd Round funds; January 12, 2018, Non-Substantial Amendment #5 - Increased the Cap for housing construction; May 2, 2018, Substantial Amendment #6 - Established the Reconstruction on City-Owned Lots Housing Program; and October 19, 2018, Substantial Amendment #7 - Added the San Marcos Public Housing Authority Reimbursement Activity to the CDBG-DR Action Plan. The City Council held a Work Session on Amendment #8 on March 5, 2019 and May 7, 2019.
The City of San Marcos was awarded $33,794,000 in HUD Community Development Block Grant - Disaster Recovery funds to address the impact of the floods of 2015. Due to changes in activity and project work scopes, Substantial Amendment No. 8 to the Community Development Block Grant - Disaster Recovery Action Plan proposes to add the Owner Occupied Housing Reimbursement Activity to the CDBG-DR Action Plan and reallocate funds between activities and budgets. A PowerPoint presentation is attached to this item and will detail the changes to the CDBG-DR Action Plan.

**Recommendation:**
City staff recommend the approval of Amendment #8 to the CDBG-DR Action Plan.
RESOLUTION NO. 2019- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING SUBSTANTIAL AMENDMENT NO. 8 TO THE COMMUNITY DEVELOPMENT BLOCK GRANT–DISASTER RECOVERY (CDBG-DR) ACTION PLAN TO ADD OWNER OCCUPIED HOUSING REIMBURSEMENT ACTIVITY TO THE CDBG-DR ACTION PLAN AND TO REALLOCATE FUNDS BETWEEN CERTAIN ACTIVITIES AND BUDGETS; AUTHORIZING THE CITY MANAGER TO ACT AS THE OFFICIAL REPRESENTATIVE OF THE CITY IN MATTERS RELATED TO THE CDBG-DR PROGRAM AND ACTION PLAN; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The City Council of the City of San Marcos hereby approves Substantial Amendment No. 8 to the City of San Marcos Community Development Block Grant–Disaster Recovery (CDBG-DR) Action Plan as attached hereto.

PART 2. The City Manager is hereby authorized to act as the official representative of the City in matters related to the CDBG-DR Program and Action Plan.

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

ADOPTED on June 4, 2019.

Jane Hughson
Mayor

Attest:

Jamie Lee Case
City Clerk
City of San Marcos CDBG-DR Program
Action Plan
Substantial Amendment #8

Public Notice
During the comment period, requests for comments to Substantial Amendment No. 8 to the CDBG-DR Action Plan were requested from the public via the following methods:

- A legal notice in Spanish and a legal notice in English requesting comments to Substantial Amendment No. 8 to the CDBG-DR Action Plan were posted to the www.smtxfloodrecovery.com website May 5, 2019.
- A legal notice in Spanish and a legal notice in English requesting comments to Substantial Amendment No. 8 to the CDBG-DR Action Plan were published in the San Marcos Daily Record newspaper May 5, 2019.

Public Hearing
Two public hearings were conducted:
(1) A public hearing was held at a Community Meeting held May 8, 2019 at the San Marcos Activity Center, 501 East Hopkins Street, San Marcos, Texas.
(2) A public hearing was held May 23, 2019 at 10:00 am during the Fish Hatchery Building, San Marcos to address comments concerning Substantial Amendment No. 8 to the CDBG-DR Action Plan.
(3) A public hearing was held June 4, 2019 during the City Council meeting to address the concerning Substantial Amendment No. 8 to the CDBG-DR Action Plan.

Content being added, changed, or amended by this document:
The City of San Marcos was awarded $33,794,000 to address the impact of the floods of 2015. Due to changes in activity and project budgets, Substantial Amendment No. 8 to the Community Development Block Grant – Disaster Recovery Action Plan proposes to reallocate funds between activities and budgets. Only four applications were received for the Rental Rehab/Reconstruction Housing Activity and all four were ineligible. We are requesting to reallocate the funds to two activities as noted below because projected funds necessary to complete the activities has increased. After completion of detailed modeling in conjunction with the other infrastructure activities, it was found that the Clarewood/Barbara Activity does not reduce flooding in a significant amount to justify expended the remaining funds. We are requesting to terminate this activity and reallocate the remaining funds to the Blanco Gardens activity. Due to refined design, the budgets of Uhland Road are over budget. We are requesting to reallocate funds from the Planning Activity to the Uhland Road Activity. The Blanco Riverine Activity has been reduced by $1,585,907 based on the submission of an application of funding through FEMA Hazard Mitigation. The City Council requested a Single Family Owner Occupied Reimbursement activity be added to the CDBG-DR Action Plan.

- Reallocate $1,000,000 of Rental Rehab/Reconstruction Housing Activity funds to a new Single Family Owner-Occupied Housing Reimbursement Activity.
- Review possible funding sources for $1,659,013 shortfall in the following activities:
  - Midtown/Aquarena Springs Activity $850,000
  - Blanco Gardens Activity $809,013
• **Reallocate $2,325,000 of Clarewood/Barbara Activity funds to the following activity:**
  o Blanco Gardens $2,325,000
• **Reallocate $3,000,000 of Planning Activity funds to the following activities:**
  o Blanco Gardens $1,596,987
  o Uhland Road Activity $1,403,213
• **Reallocate $1,585,787 of Blanco Riverine Activity funds to the following activity:**
  o Uhland Road Activity $1,585,787
• **CDBG-DR Budget**
  o Substantial Amendment No. 8 to the CDBG-DR Action.

<table>
<thead>
<tr>
<th>Project/Activity</th>
<th>Current Budget</th>
<th>Proposed Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Housing Program</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Owner-Occupied</td>
<td>$5,000,000</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>2. Rental-Unit</td>
<td>$1,659,013</td>
<td>$1,659,013</td>
</tr>
<tr>
<td>3. Public Housing Authority</td>
<td>$864,987</td>
<td>$864,987</td>
</tr>
<tr>
<td>4. Reimbursement Program</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td><strong>Infrastructure Projects</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Midtown/Aquarena Springs</td>
<td>$850,000</td>
<td>$1,700,000</td>
</tr>
<tr>
<td>2. Blanco Gardens</td>
<td>$5,000,000</td>
<td>$8,071,987</td>
</tr>
<tr>
<td>3. Clarewood/Barbara Drive</td>
<td>$2,500,000</td>
<td>$175,000</td>
</tr>
<tr>
<td>4. Uhland Road</td>
<td>$4,190,000</td>
<td>$7,179,000</td>
</tr>
<tr>
<td>5. Blanco Riverine</td>
<td>$6,971,200</td>
<td>$5,385,213</td>
</tr>
<tr>
<td><strong>Planning</strong></td>
<td>$5,069,100</td>
<td>$2,069,100</td>
</tr>
<tr>
<td><strong>Administration</strong></td>
<td>$1,689,700</td>
<td>$1,689,700</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$33,794,000</td>
<td>$33,794,000</td>
</tr>
</tbody>
</table>

**Posting**
The Substantial Amendment No.8 to the CDBG-DR Action Plan will be uploaded into DRGR upon approval of HUD.
CDBG-DR
Substantial Amendment #8

City Council
June 4, 2019
Recap

• Council approved the original CDBG-DR Action Plan in 2016.
• Refinement of Infrastructure Projects – Shortfall - $19 million.
• No eligible Applications for Rental Rehab.
• April 16 – Council requested Reimbursement Program.
• Staff has revised Amendment #8 to include a Reimbursement Program.
• Work Session was held May 7, 2019 to review proposed Amendment #8.
Council Action``

Approve Substantial Amendment #8 to the CDBG-DR Action Plan.

- **Reallocate $1,000,000 from Rental Rehab to the New Reimbursement Program.**
  ($1,000,000 = 20 homes @ $50,000, if qualifications are met.)
- **Review possible funding sources for $1,659,013 shortfall in the following activities:**
  - Midtown/Aquarena Springs Activity $850,000
  - Blanco Gardens Activity $809,013
- **Reallocate $2,325,000 of Clarewood/Barbara Activity funds to the following activity:**
  - Blanco Gardens $2,325,000
- **Reallocate $3,000,000 of Planning Activity funds to the following activities:**
  - Blanco Gardens $1,596,987
  - Uhland Road Activity $1,403,013
- **Reallocate $1,585,787 of Blanco Riverine Activity funds to the following activity:**
  - Uhland Road Activity $1,585,787

sanmarcostx.gov
Other Funding Sources

- Rental/Rehab Activity Funds - $659,013
- Certificates of Obligation
- Other Funds – Up to $36.7M
  - Flood Mitigation Assistance Grant (FEMA/TWDB)
    - Blanco Riverine ($12.7M)
  - Future CDBG –DR Funds (HUD)
    - Hazard Mitigation ($19.2M, other 20% admin)
# Total Proposed Budget

<table>
<thead>
<tr>
<th>Project/Activity</th>
<th>Total Proposed Budget</th>
<th>Proposed DR Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Housing Program</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Owner-Occupied Rehab/Recon</td>
<td>$5,000,000</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>2. Rental-Unit Rehab/Recon</td>
<td>$659,013</td>
<td>$659,013</td>
</tr>
<tr>
<td>3. Public Housing Authority</td>
<td>$864,987</td>
<td>$864,987</td>
</tr>
<tr>
<td>4. Reimbursement Program</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td><strong>Infrastructure Projects</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Midtown/Aquarena Springs</td>
<td>$1,700,000</td>
<td>$850,000</td>
</tr>
<tr>
<td>2. Blanco Gardens</td>
<td>$10,231,000</td>
<td>$8,921,987</td>
</tr>
<tr>
<td>3. Clarewood/Barbara Drive</td>
<td>$175,000</td>
<td>$175,000</td>
</tr>
<tr>
<td>4. Uhland Road</td>
<td>$8,200,000</td>
<td>$7,179,000</td>
</tr>
<tr>
<td>5. Blanco Riverine</td>
<td>$19,510,000</td>
<td>$5,385,213</td>
</tr>
<tr>
<td><strong>Planning</strong></td>
<td>$2,069,100</td>
<td>$2,069,100</td>
</tr>
<tr>
<td><strong>Administration</strong></td>
<td>$1,689,700</td>
<td>$1,689,700</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$51,098,800</td>
<td>$33,794,000</td>
</tr>
</tbody>
</table>
Single Family Owner-Occupied Housing Reimbursement Program

The major eligibility requirements are detailed on the next three slide. Applicants must provide documentation to meet the following threshold and prioritization criteria to be considered for the next step in the eligibility for the program:

• The applicant must have been the owner of record prior to May 23, 2015 and/or October 30, 2015 and continue to be the owner of record throughout the grant compliance period. Standard proof of ownership is a valid deed of trust or warranty deed which sites the applicant’s name and that is recorded in the county records. A unit must have sustained direct damage from the May 23, 2015 flood and/or the October 30, 2015 flood.

• The unit must be located in the City of San Marcos’s updated 100-year floodplain in Blanco Gardens.

• The applicant’s annual household income must be less than 80% of Area Median Income for the appropriate household size according to the MSA Austin-Roundrock Income Chart published March 2018 to meet HUD LMI standards. The annual household income will be calculated using the Internal Revenue Service (IRS) Form 1040 Adjusted Gross Income definition of income.

• The amount of eligible receipts for eligible repairs up to $50,000 or the amount of eligible receipts for eligible repairs up to 51% of the 2015 value of the home as shown on the Hays Central Appraisal District website.
Single Family Owner-Occupied Housing Reimbursement Program - Proposed Timeline

- Marketing Media Outreach – Communications Department
- Newspaper Legal Notices
- Website
- May 8, 2019  Community Meeting
- May 17, 2019  NPR Announcement
- May 21, 22, 2019  Door to Door - Request for Comments
- May 21, 2019  Binder with information Library
- May 23, 2019  Community Meeting
- June 4, 2019  City Council Meeting to approve Amendment #8.
- June 5, 2019  Amendment #8 submitted to HUD for approval.
- July 23, 2019*  Deadline for HUD to contact City for more information, or denial, or approval of Amendment #8.

*This assumes HUD approval. The date could be further in the future if HUD requests changes to the Amendment.
Comments
AGENDA CAPTION:
Receive a Staff presentation and hold a Public Hearing to receive comments for or against the 2019 CDBG Annual Action Plan, and provide direction to the City Manager.

Meeting date: June 4, 2019

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

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

City Council Strategic Initiative: [Please select from the dropdown menu below]
Workforce Housing
City Facilities
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 City’s Community Development Block Grant (CDBG) Action Plan process includes a public hearing hosted by the City Council to receive citizen comments and will also provide the Council an opportunity to receive a presentation from each applicant. On April 12, 2019 the City was notified of their award of $680,998 for Program Year 2019. This represents a 4.5% increase from PY 2018. Eight funding applications have been submitted. The total amount requested, including the proposed program administration allowance, is $978,856; this amount exceeds the allocation by $297,858. The attached presentation details the applications that were submitted. Council will review and make final funding recommendation during the June 18, 2019 council meeting.

Below is the list of applications compared to the previous year award.

<table>
<thead>
<tr>
<th>Applications</th>
<th>2019 Application</th>
<th>2018 Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>CASA</td>
<td>$50,000</td>
<td>$29,810</td>
</tr>
<tr>
<td>Habitat for Humanity – Housing Counseling</td>
<td>$23,656</td>
<td>$ -</td>
</tr>
<tr>
<td>Southside Community Center Housing Rehab</td>
<td>$200,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>Rebuilding Together Austin Housing Rehab</td>
<td>$250,000</td>
<td>$ -</td>
</tr>
<tr>
<td>City Parks &amp; Rec – Paul Pena Park</td>
<td>$125,000</td>
<td>$125,000 (Anita Reyes Park)</td>
</tr>
<tr>
<td>City Neighborhood Enhancement – Unsafe Structures</td>
<td>$40,000</td>
<td>$ -</td>
</tr>
<tr>
<td>City Community Initiatives – Down Payment Assistance</td>
<td>$84,000</td>
<td>$80,000</td>
</tr>
<tr>
<td>City Community Initiatives – Emergency Home Repair</td>
<td>$70,000</td>
<td>$ -</td>
</tr>
<tr>
<td>Administration (20%)</td>
<td>$136,200</td>
<td>$129,990</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$978,856</strong></td>
<td><strong>$129,990</strong></td>
</tr>
</tbody>
</table>

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

Click or tap here to enter text.
Recommendation:
Below is the recommendation for PY2019 allocation.

<table>
<thead>
<tr>
<th>Applications</th>
<th>2019 Application</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>CASA</td>
<td>$50,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>Habitat for Humanity – Housing Counseling</td>
<td>$23,656</td>
<td>$23,656</td>
</tr>
<tr>
<td>Southside Community Center Housing Rehab</td>
<td>$200,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>Rebuilding Together Austin Housing Rehab</td>
<td>$250,000</td>
<td>$-</td>
</tr>
<tr>
<td>City Parks &amp; Rec – Paul Pena Park</td>
<td>$125,000</td>
<td>$125,000</td>
</tr>
<tr>
<td>City Neighborhood Enhancement – Unsafe Structures</td>
<td>$40,000</td>
<td>$92,142</td>
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<tr>
<td>City Community Initiatives – Down Payment Assistance</td>
<td>$84,000</td>
<td>$84,000</td>
</tr>
<tr>
<td>City Community Initiatives – Emergency Home Repair</td>
<td>$70,000</td>
<td>$70,000</td>
</tr>
<tr>
<td>Administration (20%)</td>
<td>$136,200</td>
<td>$136,200</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$978,856</strong></td>
<td><strong>$680,998</strong></td>
</tr>
</tbody>
</table>
CDBG PROGRAM
2019 Action Plan

Tuesday, June 4, 2019
• City Council Action:
  – Present CDBG applications
  – Hold a Public Hearing on CDBG 2019 Action Plan
• **Timeline**

  - Present CDBG Applications & Hold a public hearing  
    June 4\(^{th}\)
  
  - Adopt resolution establishing 2018 Action Plan  
    June 18\(^{th}\)
  
  - 30-day Public Comment Period on Draft Action Plan  
    July 1-31\(^{st}\)
  
  - Submit final Action Plan to HUD  
    Aug 15\(^{th}\)
• Program Year 2018 Allocation is $680,998

• 4.5% Increase from Program Year 2018
2015-2019 Priority Needs

- Housing
- Public Facilities
- Infrastructure
- Transportation
- Public Services (Program Support)
- Clearance Activities (Demolitions)
- Program Administration
Public Services
Court Appointed Special Advocates (CASA)

- Provides direct client advocacy services for abused and neglected children
- Funds will be used as working capital to pay portions of staff salaries
- Goal for PY2019 is to train/support 56 advocates to serve 120 San Marcos children
- PY 2019 request - $50,000
Habitat for Humanity – Housing Counseling Services

• Provide high quality (HUD Certified) financial and housing workshops and one-on-one counseling, designed to increase the financial capability and confidence of low-to-moderate income individuals/families, assisting them in obtaining and maintaining safe, stable and affordable homes.

• PY 2018 request - $23,656
Non-Public Services
Non-Public Services Summary

• Southside Community Center Housing Rehab $200,000
• Rebuilding Together Austin Housing Rehab $250,000
• City Parks & Rec – Paul Pena Park $125,000
• City Neighborhood Enhancement – Unsafe Structures $40,000
• City Community Initiatives – Down Payment Assistance $84,000
• City Community Initiatives – Emergency Home Repair $70,000
Southside Community Center

- Non-profit organization that is committed to improving the living conditions and personal dignity of those in need in San Marcos.
- Funds will be used to renovate/rehab 7 existing substandard homes.
- PY 2019 request - $200,000.
Rebuilding Together Austin (RTA)

- RTA is a not-for-profit organization that addresses affordable, safe and green/efficient housing to the Austin area through critical health/safety repairs and accessibility modifications.
- RTA performs home repairs using volunteers and hired contractors.
- Funds will be used to renovate/rehab 10 existing homes.
- PY 2019 request - $250,000.
City – Paul Pena Park

• Funds will be used to extend a concrete assessable path within the park and install an updated play structure and skate spot.
• PY 2019 request - $125,000
City – Neighborhood Enhancement – Unsafe Structures Program

- Program is the removal or safeguarding of deteriorated, substandard structures that create a public health and safety hazard.
- Funds will be limited to 7 units and the scope of work will be limited to the extent necessary to eliminate specific conditions detrimental to public health and safety.
- Waiting list of 100+ structures
- PY 2019 request - $40,000
City Community Initiatives – Homebuyer Assistance

- **Workforce Housing Initiative Priority**
- Down Payment and Closing Cost housing assistance ($7,000) for eligible families to purchase a home within the City limits of San Marcos.
- PY 2019 request - $84,000 (12 loans)
City Community Initiatives – Emergency Repair Program

• Grant up to $5,000 to assist with specific home repairs

• Eligible Repairs including but not limited to:
  • Heating/cooling system, electrical problems, plumbing problems, accessibility improvements, roofing.

• Ineligible Repairs including but not limited to:
  • Cosmetic, garages, storage buildings, general maintenance, minor plumbing, landscaping, painting, trash removal.

• PY 2019 request - $70,000
## Program Year 2019 Applications

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<td>Administration (20%)</td>
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**Total Request** $978,856

**Total Allocation** $680,998

**Balance** ($297,858)
# Program Year 2019 Recommendation

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<td>$680,998</td>
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• **2019 Action Plan Summary**
  – Priority Programs, Affordable/Workforce Housing Strategic Initiatives
  – Program Administration – Up to 20%
  – Public Services – Up to 15%
  – Non-Public Services – 65% or more
QUESTIONS
AGENDA CAPTION:
Consider approval of Ordinance 2019-17, on the first of two readings, amending Chapter 22, Cemeteries, of the San Marcos City Code by, among other things, eliminating the requirement for payment of a Perpetual Care Fee and dissolving the Perpetual Care Fund, providing for Cemetery Commission approval of monuments over eight feet in height, limiting placements in lots and columbarium niches, and providing for other miscellaneous changes; providing for the repeal of any conflicting provisions; and providing an effective date.
Meeting date: June 4, 2019

Department: Community Services

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

Fiscal Note:
Prior Council Action: Council held a discussion on this item at their May 7, 2019 Regular Meeting.
Consensus was to move forward with an Ordinance.

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

Comprehensive Plan Element (s): [Please select the Plan element(s) and Goal # from dropdown menu below]
☐ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☐ Land Use - Choose an item.
☐ Neighborhoods & Housing - Choose an item.
☐ Parks, Public Spaces & Facilities - Choose an item.
Background Information:
The Cemetery Commission recommended changes that would dissolve the Perpetual Care Fund, change the Cemetery Fee structure and schedule, and amend Chapter 22 of the City Code of Ordinances.

Perpetual Care Fund - The city recently acquired approximately 4.2 acres located on Old RR 12 for the purposes of expanding the cemetery. The Perpetual Care Fund balance was depleted to assist in the acquisition of the property. The Cemetery Commission is recommending the Perpetual Care Fund be dissolved and the perpetual care fee be incorporated in the purchase fee of a lot.

Cemetery Fee Structure and Schedule - Currently, the city has a three-tier structure for the purchase of burial lots:
- Residents of San Marcos
- Non-Residents but have a San Marcos address or pay school taxes
- Non-Residents who do not meet the above criteria

The Cemetery Commission is recommending the structure change from a three-tier structure to a two-tier structure consisting of residential rates and non-residential rates. The Commission is also recommending the fees for the new structure should be set initially at the following amounts with a $50 per year escalation:
- Resident rate $1,900
- Non-Resident rate $2,400

Chapter 22 modifications - In spring 2017, the Cemetery Commission initiated a review of Chapter 22 - Cemeteries. The Commission has had lengthy discussions over the past two years concerning recommended modifications to this section of the Ordinance. The proposed change to the Ordinance is attached for City Council for consideration.

Council Committee, Board/Commission Action:
Please see above. These are Cemetery Commission Recommendations.

Alternatives:
Click or tap here to enter text.

Recommendation:
ORDINANCE NO. 2019-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING CHAPTER 22, CEMETERIES, OF THE SAN MARCOS CITY CODE BY, AMONG OTHER THINGS, ELIMINATING THE REQUIREMENT FOR PAYMENT OF A PERPETUAL CARE FEE AND DISSOLVING THE PERPETUAL CARE FUND, PROVIDING FOR CEMETERY COMMISSION APPROVAL OF MONUMENTS OVER EIGHT FEET IN HEIGHT, LIMITING PLACEMENTS IN LOTS AND COLUMBARIUM NICHES, AND PROVIDING FOR OTHER MISCELLANEOUS CHANGES; PROVIDING FOR THE REPEAL OF ANY CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Chapter 22, Cemeteries, of the San Marcos City Code is hereby amended to read as follows (Added text is indicated by underlining. Deleted text is indicated by strikethroughs.):

Sec. 22.001. Definitions.

In this chapter:

Block means a group of multiple contiguous lots.

Caretaker means the person employed by the city or by the city's cemetery maintenance contractor to oversee the operation and maintenance of the cemetery. Unless otherwise stated, the caretaker may delegate his duties and authority under this chapter to an authorized representative.

Cemetery means the San Marcos Cemetery.

Columbarium means a building structure at the cemetery with niches for the placement of funeral urns.

Crypt means an area of the city-owned mausoleum for the interment of one person in a casket, or cremains for up to 12 persons.

Lot means a parcel of property defined as a lot on the official plat maps of the cemetery, intended for the burial of one person, interment of up to two persons in caskets or up to six cremains.

Monument means a headstone, gravemaker or similar permanent object of finished stone, or bronze, or concrete that serves as a memorial to a person interred in the lot upon which the monument is located.
Niche means a space in a columbarium intended for the placement of a funeral urn containing the cremains of one person after cremation.

Section means a group of contiguous multiple blocks.

Sec. 22.002. Reserved.

Sec. 22.003. Rights reserved to city; use of roadways.

(a) Under this chapter, the rights perpetually reserved to the city are the right to:

(1) Enlarge, reduce, replat or change the boundaries or grading of the cemetery, including changing the locations of or removing or regrading roads, drives or walks.

(2) Lay, maintain and operate, alter or change pipelines and gutters for sprinkler systems or drainage.

(3) Use cemetery property, not sold to individual lot owners, for cemetery purposes.

(4) Ingress and egress over lots for the purposes of maintenance and passage to or from other lots.

(5) Close any road, walk or drive at any time.

(6) Designate the location of any flowers, shrubs or trees planted or cultivated on a lot pursuant to Section 22.014(b) of this chapter;

(b) It is unlawful for any person to ride or drive any vehicle in the cemetery except on the improved roads, drives or walkways. This does not prohibit the operation of mowing vehicles used in the maintenance of the cemetery grounds or vehicles necessary to the opening and closing of lots.

Sec. 22.004. Admission.

(a) The cemetery will be open daily for visiting, care of graves and other appropriate uses from 8:00 a.m. to 6:00 p.m. during Central Standard Time, and from 8:00 a.m. to 7:00 p.m. during Central Daylight Savings Time. It is unlawful for any person, other than a city employee or cemetery caretaker on official business, to enter or remain within the cemetery at any time when the cemetery is not open.

(b) It is unlawful for any person to enter the cemetery at any location other than an authorized entrance.

(c) The caretaker will be on duty at the cemetery during normal business
hours from Monday through Friday of each week.

**Sec. 22.005. Purchase of lots, or mausoleum crypts, or niches.**

(a) All purchasers of cemetery lots, mausoleum crypts, or columbarium niches must select the lots, crypts or niches at the cemetery. Once selected, lots, crypts and niches may be purchased in the finance department. The placement or use of private mausoleums at the cemetery is prohibited.

(b) Upon payment of the entire purchase price plus perpetual care fees for a lot, crypt, or niche, the city will issue a deed which conveys the cemetery lot, crypt, or niche to the purchaser. This deed will be recorded in the deed records of the county by the city and returned to the purchaser. The purchaser must pay the recording costs to the city at the time of final payment.

(c) Each cemetery lot, crypt or niche deed will be issued to only one person. Cemetery lots that have been conveyed by deed may not be subdivided further without the consent of the cemetery commission.

(d) When there are two or more owners of a lot, crypt, or niche, the owners may designate one or more persons to represent the owners regarding the property and file written notice of the designation with the city. In the absence of a notice, the city is authorized to permit an interment in a lot, crypt, or niche at the request or direction of any registered co-owner of the property.

(e) All deeds will grant to the lot, crypt or niche owner the right to use the lot, crypt, or niche for interment of only human remains, subject to the requirements of this chapter.

(f) The price of each cemetery lot, mausoleum crypt, and columbarium niche is established by the city council. In addition, a perpetual care fee will be charged for each lot, crypt, and niche in the cemetery, except lots in the Dixon Addition, Section I. Perpetual care fees are established by the city council.

(g) A person desiring to reserve a lot, crypt, or niche at the cemetery may set up an account in the finance department and pay the purchase price over an extended period of time according to the terms set out in this section. However, the city reserves the right to refuse interment in any lot, crypt or niche for which the full purchase price, including perpetual care fees, has not been paid. A deed will not be issued for any lot, crypt, or niche until the full purchase price, including perpetual care fees, has been paid.

(h) A person desiring to pay the purchase price and perpetual care fees over time must enter into an agreement with the city. This agreement will provide that the city will, in a default, refund the entire amount paid by the purchaser, less an administrative fee established by the city council.
Sec. 22.006. Transfer of lots.

(a) The owner of a cemetery lot, crypt or niche may transfer the lot, crypt, or niche only by a written instrument.

(b) The transferee must register the transfer of a cemetery lot, crypt, or niche or interest therein with the county clerk and with the finance department. All transfers are subject to section 22.005. The city may refuse to register a transfer if the purchase price and perpetual care fees for the transferred lot, crypt, or niche have not been paid in full. In the event a transfer is requested when the purchase price or perpetual care fees have not been paid in full, the person receiving the property will assume full responsibility for such payment prior to receiving a deed for the property.

Sec. 22.007. Repurchase of lot, crypt, or niche by city.

A cemetery lot, crypt, or niche owner may apply with the finance department to sell the lot, crypt, or niche to the city. The city may, at its option, repurchase a lot, crypt or niche at the price designated by the city council and on file in the city clerk's office.

Sec. 22.008. Use of Dixon Addition, Section I Reserved.

(a) Lots in Dixon Addition, Section I, shall be sold in regular order as shown on the plat on file at the cemetery for an amount established by the city council. Specific lots cannot be reserved in the Dixon Addition, Section I, except that a relative in the immediate family of a person interred in Dixon Addition, Section I, may purchase a vacant lot next to the interred person for an amount established by the city council.

(b) In order to qualify for burial in the Dixon Addition, Section I, a deceased person must either:

1. Qualify for county indigent burial services; or
2. Have purchased a lot next to a relative interred in Dixon Addition, Section I.

Sec. 22.009. Perpetual care Cemetery maintenance.

(a) The city is the permanent trustee for perpetual care of the mausoleum, columbarium and all parts will provide for the general care and maintenance of the cemetery, except the Dixon Addition, Section I.

(b) Every purchaser of a lot, crypt, or niche in the cemetery in all additions except the Dixon Addition, Section I must pay a perpetual care fee in addition to the payment of the price for the lot, crypt, or niche. The fee is established
by the city council. The cemetery perpetual care fund maintained by the city is
dissolved, subject to such funds being reallocated within the city’s budget for
cemetery purposes.

(c) Perpetual care and maintenance includes the cutting of the grass
at reasonable intervals, the cleaning of the lots and the care and pruning of the trees
and shrubs that may be placed along the walks, roadways and boundaries. The
grounds shall be reasonably cared for as cemetery grounds forever. Perpetual care
and maintenance by the city does not include the maintenance, repair or replacement
of any gravestones, monuments or memorials; the planting of flowers or ornamental
plants; the maintenance or doing of any special or unusual work in the cemetery; or
the construction or reconstruction of any damaged marble, granite, bronze or
concrete work on any lot.

(d) Any lot not under perpetual care may be placed under perpetual care
upon payment of the required fee. General care will be given lots that are not under
perpetual care, in order that the general beauty of the cemetery may be maintained.
However, the City is not responsible for maintaining these lots in perpetuity.
Whenever any lot needs attention, lots having perpetual care will in every case have
preference.

(e) Any lot not under perpetual care and not located in Dixon Addition,
Section 1, is subject to permitting fees for work to be performed at the cemetery.
These fees are established by the city council.

(fd) Any activity done by a contractor for the owner or representative of
a lot that has not paid the perpetual care fee that is not part of the City’s general care
and maintenance will be required to obtain a permit. Such permit will require
payment of a fee as established by the city council.

Sec. 22.010. Interments.

(a) A completed application for interment in the cemetery must be filed
with the finance department by the mortuary that will perform the interment before
excavation begins for a burial or before remains are placed in the mausoleum or
columbarium.

(b) The applicant must specify the exact location of the burial space to
be used. When for any reason an in-ground burial space cannot be opened where
specified, the caretaker may direct the burial space to be opened in a location in the
cemetery deemed by the caretaker to be best and proper, notifying the mortuary, so
as not to delay the funeral.

(c) The mortuary performing interment services must secure the
gravesite, must provide for the immediate cleaning of the gravesite and must remove
all debris, fill or equipment resulting from or used by the mortuary.
(d) The mortuary performing interment services, for any casketed remains, must use a grave liner made of concrete, metal, poly, or other material approved under State Law, for all interments in cemetery sections for which perpetual care is mandatory.

(e) The mortuary performing interment services in the mausoleum must use a mausoleum tray.

(f) The maximum number of burials allowed per lot is:
(1) two casketed burials (stacked);
(2) one casketed burial and six cremations; or
(3) six cremations.

(g) The maximum number of placements per columbarium niche is two cremations.

(h) The maximum number of placements in a mausoleum crypt is:
(1) one casket; or
(2) twelve cremations.

Sec. 22.011. Disinterments.

(a) Disinterment of a body in the cemetery is permitted only by order of a court of competent jurisdiction or written permission from a person having authority to permit the disinterment.

(b) A mortuary performing a disinterment must secure the gravesite, must provide for the cleaning of the gravesite and must remove all debris, fill or equipment resulting from or used by the mortuary.

Sec. 22.012. Enclosure of lots; maintenance.

(a) It is unlawful for a person to place or construct an enclosure including a fence, coping, hedge or ditch around any lot in the cemetery, except as provided in sections 22.013 and 22.014.

(b) The owner of an enclosure that is damaged to the extent that it is unsightly or hazardous must repair or remove the enclosure within ten days of receipt of written notice from the caretaker, or the caretaker is authorized to remove the enclosure.
Sec. 22.013. Curbing.

(a) The owner of a cemetery lot must apply to the finance department and obtain a permit before installing or constructing curbing of any type within the cemetery.

(b) No curb permit may be issued before the purchase price and perpetual care fees for the lot to be curbed have been paid in full. No curbing of any type is allowed in the Dixon Addition, Section I, of the cemetery.

(c) Any number of lots may be curbed so long as the purchase price and perpetual care fees for the lots have been paid.

(d) Curbs must be flush with existing terrain, must be constructed entirely of steel reinforced concrete, marble, or granite and must conform to the following specifications:

(1) Concrete curbing.

a. Curbing will be 18 inches wide along exterior lot lines in the cemetery property; six inches is to be within the lot; 12 inches is to be outside the lot.

b. Curbing will be six inches wide along interior lot lines and must be placed within the lots being curbed.

c. Curbing will be four inches deep.

d. One reinforcing iron size three rebar will be installed along the entire length of the curbing.

(2) Granite and marble curbing.

a. Curbing will be four inches in width and must be placed within the lots being curbed.

b. Granite or marble used for curbing must be mortared with a bonding agent of the same color as the granite or marble and designed for the purpose of bonding granite to granite, or marble to marble.

c. Curbing will be six inches deep.

(3) An exception to flush curbing may be granted by the cemetery commission if adjoining lots have raised curbs.

(e) Curb work is prohibited in the cemetery on weekends and on holidays.
Sec. 22.014. Decoration of lots, crypts, and niches.

(a) Monuments. Monuments in the cemetery are subject to the following:

(1) No memorial, monument, or grave marker, except a temporary marker placed by a funeral home, is allowed on any burial lot until the purchase price and perpetual care fees have been fully paid and the deed has been delivered to the purchaser.

(2) The owner of a cemetery lot or the owner's agent must apply for and obtain a permit from the finance department before erecting a monument, except a temporary marker placed by a funeral home.

(3) Persons erecting monuments shall not leave material or rubbish on adjoining lots. Work must be completed as soon as possible and any material or rubbish must be removed at once.

(4) Persons erecting monuments are responsible for any damage done by them to any property in the cemetery, including grass and trees. All work is subject to the control and direction of the caretaker.

(5) Wooden planks must be used for placing and rolling stone monuments on rocks or grass.

(6) Businesses are prohibited from placing their names on any monument or placing signs within the cemetery to advertise the firm or its products.

(7) Monument work is prohibited in the cemetery on weekends and on holidays observed by the city and before 8:00 a.m. and after 5:00 p.m. on any weekday.

(8) Lot owners must locate the placement of monuments at the cemetery before the construction of any foundation. The city is not responsible for the correct location of any monument. Any changes in monument location ordered by the lot owner will be made at the owner's sole expense.

(9) All monuments in the Dixon Addition, Section I, must be stone, flat bronze, granite, or concrete.

(10) All monuments placed in areas of the cemetery other than Dixon Addition, Section I, from and after October 1, 2001, must be all granite, marble, bronze, or stone material of permanent nature approved by the San Marcos Cemetery Commission, and must have
a reinforced concrete base. **Any monument more than eight feet high is required to have an engineered foundation and be approved by the cemetery commission upon a finding that the proposed monument is suitable for the location based on such factors as safety, interference with maintenance, compatibility with the scale, height, massing and design aesthetic of surrounding monuments, or similar factors deemed relevant by the commission.**

(11) The maintenance of all monuments in the cemetery is the responsibility of the lot owner or the owner's surviving family members or descendants. This maintenance will include, but is not limited to, the following:

a. The cleaning of the monument;

b. Ensuring that the monument is seated properly; and

c. Repairing any damage to the monument or the structure of the monument, including replacement, if necessary.

(12) In the event that a monument is in need of maintenance, the parks and recreation director will send a letter requesting such repairs to the lot owner, or the owner's surviving family members or descendants, if known, advising of the necessary maintenance. If the lot owner or the owner's surviving family members or descendants cannot be located, then the parks and recreation director will publish a newspaper notice of the necessary maintenance in accordance with the procedures described in V.T.C.A., Estates Code, Chapters 51 and 202. If the necessary maintenance is not performed within the time period stated in the notice, then the city may, in the interests of safety, initiate action to have the necessary maintenance performed, or have the monument removed. The finance director will bill any cost incurred by the city for the maintenance to the lot owner or the owner's surviving family members or descendants, if known.

(b) **Flowers, shrubs, or trees or decorations.** Flowers, shrubs, and trees and decorations in the cemetery are subject to the following:

(1) Flowers, shrubs or trees may be planted and cultivated on any lot except in the Dixon Addition, **Section 1, provided that no planting or removal of shrubs or trees is allowed without first obtaining the written authorization from the caretaker.**

(2) Fresh cut flowers may be placed on any lot, in the mausoleum, or near the columbarium but they must be removed within two weeks or when, in the caretaker's opinion, they become unsightly or detrimental to maintenance. The caretaker may remove flowers not
so removed.

(3) Artificial flowers, sprays or wreaths are allowed, but they will be removed by the caretaker when they become unsightly or blow off the lot on which they were placed.

(4) All decorations must be firmly secured or fastened to the ground or monument.

(5) Glass containers are prohibited.

(6) Unfilled vases will not be allowed to remain on a lot unless permanently affixed to a monument.

   a. Unfilled vases will be removed from lots on the first day of the month and held for the lot owner for one month.

   b. After one month, unclaimed vases will be disposed of at the caretaker's discretion.

(c) In addition to monuments, lots may have benches of marble, granite, concrete, or material approved by the cemetery commission. Any other structural amenities, which must also be primarily of marble or granite, must have the approval of the cemetery commission before being placed on the lot.

(d) Unapproved items will be removed by the caretaker and disposed of at the caretaker's discretion. Weathered and unsightly items will be removed during the spring and fall cleanup.

(e) The caretaker is authorized to enforce the provisions of this section.

Sec. 22.015. Miscellaneous Prohibitions; penalty for violations.

(a) In addition to any other prohibited or unlawful conduct set forth in this chapter, entry into and use of the cemetery shall be subject to the restrictions in this section.

   (1) The consumption or open display of alcoholic beverages is prohibited.

   (2) Loitering, loud music, excessive vehicle noise or other behavior that disrupts the peace is prohibited.

   (3) All pets must be on leash or otherwise restrained in accordance with applicable ordinances.

   (4) Smoking of cigarettes, including e-cigarettes that create a vapor in
any manor or any form, is prohibited.

(5) Water is for landscape irrigation use only. Watering is allowed only by hand-held hose or by sprinkler connected to a hose while the person that connected the sprinkler is present and only on the days and times designated in the approved irrigation conservation plan for the cemetery. No other temporary or permanent irrigation systems or connections shall be allowed.

(6) Vehicles may only be parked on paved streets or drive aisles. No vehicles are allowed in the cemetery except during cemetery hours. Vehicles parked in violation of this subsection may be towed at the owner’s expense.

(7) Visitors to the cemetery shall comply with all applicable laws.

(b) A violation of this section is a Class C misdemeanor, punishable by a fine as provided in section 1.05 of the San Marcos City Code.

SECTION 2. In codifying the changes authorized by this ordinance, paragraphs, sections and subsections may be renumbered and reformatted as appropriate consistent with the numbering and formatting of the San Marcos City Code.

SECTION 3. If any word, phrase, clause, sentence, or paragraph of this ordinance is held to be unconstitutional or invalid by a court of competent jurisdiction, the other provisions of this ordinance will continue in force if they can be given effect without the invalid portion.

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

SECTION 5. This ordinance will take effect after its passage, approval and adoption on second reading.

PASSED AND APPROVED on first reading on __________, 2019.

PASSED, APPROVED AND ADOPTED on second reading on __________, 2019.

Jane Hughson
Mayor
Exhibit A

Cemetery Lot Fees

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**Residents-Level 1** (Residents living inside the City Limits of San Marcos; persons related in the first degree by consanguinity or affinity to a person who previously purchased a lot in the cemetery; or former legal guardian of a person who previously purchased a lot in the cemetery).

**Non-Residents-Level 2** (Purchasers who do not live in San Marcos but have a San Marcos address, or live within the SMCISD, or pay City of San Marcos property taxes).

**Non-Residents – Level 3** (Purchasers who do not meet any of the criteria stated above)

**Other Fees:**

- Mausoleum Space - $1000.00
- Mausoleum Perpetual Care - $50.00
- Columbarium Niche - $500.00
- Columbarium Niche Perpetual Care - $50.00
- Columbarium Niche Re-opening Fee - $100
- Serenity Garden - $200.00
- Plaque in Chapel - $75.00
- Lot – Perpetual Care - $50.00
- Cemetery Permit Fee (required for curb work) - $26.00

The fee for a raised lettered plaque for the columbarium is $407.00 plus tax and is available through Pennington Funeral Home - Kristin - 512-353-4311.
Cemetery Lot Fees

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<tr>
<th></th>
<th>2019</th>
<th>2020</th>
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<th>2022</th>
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</tbody>
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**Residents-Level 1** – Residents of San Marcos or a person that owns property inside the zoned city limits of San Marcos.

**Non-Residents-Level 2** – Any person not living in the zoned city limits of San Marcos.

**Other Fees:**

- Columbarium Niche - $550.00
- Columbarium Niche Re-Opening Fee - $100
- Serenity Garden - $200.00
- Plaque in Chapel - $75.00

FEES WILL INCREASE YEARLY ON JANUARY 1.
RECOMMENDATION RESOLUTION NO. 2019-001R


WHEREAS, the perpetual care fund was established and designed to assist in the upkeep of the cemetery, if needed. At the time of purchase for each cemetery lot, mausoleum or columbarium niche, $50.00 is placed into the perpetual care fund. Over the years this fund has grown to be a substantial amount.

WHEREAS, the Cemetery Commission wishes to recommend that the perpetual care fund be dissolved to assist in paying for the purchase of property located adjacent to the cemetery on Ranch Road 12.

WHEREAS, the cemetery fee schedule was last amended by Ordinance 2016-02 on April 5, 2016 to create a three-tier system shown as Exhibit A. The Cemetery Commission recommends amendments to the fee schedule that are attached as Exhibit B.

WHEREAS, the Cemetery Commission is also recommending various amendments to Chapter 22 – Cemeteries within the San Marcos Code of Ordinances. These proposed amendments are attached as Exhibit C.

NOW THEREFORE, BE IT RESOLVED BY THE CEMETERY COMMISSION OF THE CITY OF SAN MARCOS, TEXAS:

PART 1. It is recommended that the Perpetual Care Fund be dissolved and the funds utilized for the purchase of land adjacent to the San Marcos Cemetery.

PART 2. That the City Council positively consider the attached Exhibits related to modifications to the cemetery fee schedule and Chapter 22 amendments.

PART 3. This resolution shall be provided to the City Council by the City Clerk within 24 hours of adoption.

PASSED AND ADOPTED on February 27, 2019.

Attest: ____________________________

Sandy McKenzie
Staff Liaison

Robert Cotner
Chair
AGENDA CAPTION:
Consider approval of Resolution 2019-103R, approving a Fee Policy that incorporates a cost recovery methodology; and declaring an effective date.
Meeting date: June 4, 2019

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: Fee Policy and Cost Recovery was presented during Worksession on December 4, 2018 and May 7, 2019 with consensus to move forward with policy development and implementation of Cost Recovery across all City departments.

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

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

Background Information:
Council requested staff to develop a policy to provide clear, consistent process on how fees are determined for all services and programs across the City.

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

Alternatives:
Click or tap here to enter text.

Recommendation:
It is staff recommendation to adopt the Fee Policy based on Cost Recovery Methodology.
RESOLUTION NO. 2019- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A FEE POLICY THAT INCORPORATES A COST RECOVERY METHODOLOGY; AND DECLARING AN EFFECTIVE DATE.

RECITALS:

1. The City of San Marcos is dedicated to providing quality services, fostering healthy lifestyles and helping members of its community to thrive.

2. Setting the fees for programs and services provided to the public can be enhanced with the creation of a structured financial system that takes into consideration the benefit to the public, the user’s ability to pay, the level of benefit and exclusivity the user receives above what a general taxpayer receives.

3. The City Council desires to establish a Fee Policy that includes a cost recovery methodology to establish a long-term strategy to address current and future needs of the San Marcos community.

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

PART 1. The Fee Policy attached to this resolution is hereby approved.

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

ADOPTED on June 4, 2019.

Jane Hughson
Mayor

Attest:

Jamie Lee Case
City Clerk
**Cost Recovery Pyramid**

- **EXCLUSIVELY INDIVIDUAL**: Services that are exclusive for individual benefit
  - 100% +

- **HIGHLY INDIVIDUAL**: Service in which individuals will highly benefit
  - 81 – 100%

- **INDIVIDUAL/COMMUNITY**: Services that are a mix of community and individual benefit, with a greater emphasis on the individual
  - 51 – 80%

- **COMMUNITY/INDIVIDUAL**: Services that are a mix of community and individual benefit, with a greater emphasis on the community
  - 16 – 50%

- **COMMUNITY**: Services that specifically benefit the community as a whole
  - 0 – 15%
Fee Policy

City of San Marcos
Melissa Neel
Assistant Director of Finance
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Executive Summary

Introduction
The City of San Marcos is dedicated to providing quality services, fostering healthy lifestyles and helping the community thrive. Our Goal is to enhance lives and the community by providing exceptional experiences. As the City continues to grow and facilities age, we must be prepared to maintain high levels of service and develop a financial system to continue this community investment.

Fees for services and programs were held flat for many years. Throughout those years cost continued to increase resulting in more demand on tax payer dollars to fund City programs and services. In 2016 City Council adopted fee increases to recover cost and insure continuous services and program offerings to the community. In order to properly align costs and plan for the future a structured financial system was necessary and a Fee Policy has been developed.

Setting a fee policy serves as a tool for evaluating services and establishing appropriate fees. Standardizing how we set prices ensures that the resulting fee meets Department goals and provides the framework to ensure consistency for all San Marcos residents for the value received. A fee policy creates transparency and consistency in fees for programs and services. A fee policy helps administrators continually set fees that support the goals and priorities of the community.

Fee Policy takes into consideration the public benefit, users’ ability to pay, level of benefit and exclusivity the user receives above what a general taxpayer receives. Pricing ensures that users pay appropriate fees and available taxpayer funds are used to achieve the optimal return on investment and ensure access to programs and services.

City of San Marcos’ Fee Policy has been established on the basis of Cost Recovery methodology as it relates to Cost of Service. Cost of Service is an identification and calculation of what is required financially to produce or operate a service. Cost Recovery is a complex subject. Essentially, it represents a decision to generate revenues by charging fees, or other types of revenue, for some, or all, programs and services, relative to the total operational costs to provide them. Cost recovery does not imply that the target is total recovery of the cost; however, a target is established according to a variety of considerations and may range from 0% to more than 100% of costs. As cost recovery is defined differently in nearly every organization, this document discusses Cost Recovery as it relates to the City of San Marcos.

Purpose and Goals
This formal fee policy establishes a comprehensive long-term strategy to address current and future needs of the San Marcos community. This comprehensive effort and approach to providing services is undertaken to introduce and implement strong “best practice” business tools to all City Departments. The overall goal of this plan is to initiate and sustain practices and examine policy and rules affecting overall desired outcomes of a healthy and vibrant community.

Goals are to:
- Analyze current service levels and the resources to meet workload demand.
- Develop a sustainable and justifiable philosophy, supporting policy, and cost model for calculating fees.
• Generate revenue to support overall operating costs for each department and plan for future needs.
• Utilize the most efficient use of City resources and expenditures.
• Provide assistance to those unable to pay through reduced fees and/or alternative funding sources.
A Methodology, a Plan, and a Policy

Having a Fee Policy and Cost Recovery Plan assists in answering challenging questions such as:

- Are our programs priced fairly and equitably?
- Are we using funding in a responsible manner?
- Is there a methodology for the distribution of tax payor dollars?
- Does the way we charge for programs and services support our core values and goals?

A Best Practice Tool

This comprehensive effort and approach to providing services is undertaken to introduce and implement strong “best practice” business tools to the departments. The overall goal of this plan is to initiate and sustain practices to achieve overall desired outcomes of a healthy and vibrant community.

Resource Allocation and Cost Recovery Defined

Resource allocation is how appropriated tax dollars and alternative sources of funding are used. Cost recovery is the amount of the annual operating budgeted expense that can be offset by funding from sources other than general taxpayer dollars (whether derived from property, sales, or other sources).

Although fee adjustments are possible, the goal is not to simply generate new revenues through fees, but to ensure a sustainable system into the future by using tax revenues and fees in the most appropriate ways, supplemented where possible by grants, donations, partnerships, and other sources of alternative revenues. Paying taxes typically supports “core services,” whereas fees and charges usually account for programs and services that benefit individuals. This practice allows the City to allocate its resources wisely and provide valuable information for decision making and setting priorities for improvements and changes to the financial system.
Determining the Cost of a Program or Service

Dollars spent will be accounted for specifically by programs and services offered. “Direct” costs include expenses such as the cost of an instructor, including benefits, supplies needed, equipment rented, etc. “Overhead” costs within each department are shared among several programs or services within a division. Indirect Cost includes the cost of leadership and other shared costs that are allocated among applicable programs and services.

Staff and Stakeholder Engagement

A team of staff members formed to develop and implement Fee Policy with the goal to gather input from staff and stakeholder groups for the development of a cost recovery philosophy. This model, based on the Cost Recovery Pyramid Methodology, defined below, will be a component of ongoing planning and budgeting processes. At the workshops, participants were asked to identify where programs and other inter-related core services fit within the pyramid model based on the benefit the user received for a program or service.

By using feedback from the stakeholders to look at programs and services in this way, staff can set a program’s cost-recovery goal relative to the amount of community benefit a category of service provides. Programs and services considered to have higher individual benefits will be recommended to have a higher cost recovery ratio.

The Cost Recovery Pyramid Methodology

The pyramid methodology used in development of the Cost Recovery Model is built on a foundation of understanding who is benefiting from programs and services to determine how the costs for service should be paid.

The Cost Recovery Pyramid Model illustrates a pricing philosophy based on establishing fees commensurate with the benefit received. Descriptions regarding each level of the pyramid are provided; however, the model is intended as a discussion point and is very dependent on each department to determine what programs and services belong on each level. Cultural, regional, geographical, and resource differences play a large role in this determination. The resulting pyramid is unique to each department that applies this methodology.

Application of the pyramid methodology begins with the mission of the organization, but must also address other considerations:

- Who benefits from the service, the community in general or only the individual or group receiving the service?
- Does the individual or group receiving the service generate the need (and therefore the cost) of providing the service?
- Will imposing the full cost fee pose a hardship on specific users? (The ability to pay is
different than the benefit and value of a program or service, and therefore, should be dealt with during the implementation phase of pricing and community outreach.)

- Do community values support taxpayer investment for the cost of service for individuals with special needs (for example, people with disabilities or low-income)?
- Will the level of the fee affect the demand for the service?
- Is it possible and desirable to manage demand for a service by changing the level of the fee?
- Are there competing providers of the service in the public or private sector?

The application of the model is broken down into the following steps:

**Phase I:** (see Appendix: Cost Recovery Plan – Phase I)
1. Assign all programs and services to a benefit level (1 – 5) within the Cost Recovery Pyramid
2. Reach out to stakeholder groups for feedback

**Phase II:**
3. Establish cost recovery goals for each program and service
4. Gather cost and participant data

**Phase III:**
5. Calculate initial fees
6. Adjust fees based on special circumstances
7. Present plan to boards or stakeholder groups
8. Present plan to City Council for Adoption

**Step 1: Understanding the Pyramid Methodology and Who Benefits**

The creation of a cost recovery allocation philosophy and policy is a key component to maintaining financial control, equitably pricing offerings, and helping to identify core services and programs.

The principal foundation of the pyramid is determining who received the benefit. Each level of the pyramid from the bottom to the top is described below (see Appendix: Cost Recovery Pyramid). Each user fee is assigned to one of 5 levels within the pyramid based upon an assessment of its service and cost recovery values, Group 1 being composed of the programs/services that tend more strongly toward community service values being of primary consideration, and Group 5 being composed of the programs/services that tend most strongly toward cost recovery values being of primary consideration.

Services/programs are assessed for placement within the pyramid using the following criteria:

**Group 1: Community Programs/Services** - Represents those programs and services that benefit the community as a whole. These programs and services increase property values, provide safety, address social needs, and enhance quality of life for the residents. The community generally expects the City to offer these services and supports paying for these basic services through taxes. These services are offered to residents at minimal or no fee.

**Group 2: Community/Individual Programs/Services** - Represents those programs and services that promote individual physical and mental well-being, and provide recreational skill development. They are generally the more traditionally expected services and beginner instructional levels.

**Group 3: Individual/Community Programs/Services** - Represents services that promote individual physical and mental well-being, and provide an intermediate level of recreational skill development.
This level provides more INDIVIDUAL and less Community Benefit and should be priced to reflect this. This individual fee recovers more costs or has a higher cost recovery goal than programs and services that fall within the lower levels of the pyramid.

**Group 4: Highly Individual Programs/Services** - Represents specialized services generally for specific groups with a competitive focus. In this level, programs and services should be priced to recover full costs.

**Group 5: Mostly Individual Programs/Services** - Represents specialized services generally for specific groups with a competitive focus. In this level, programs and services should be priced to recover full cost including all direct, overhead, and indirect cost and may also include an additional fee.

---

**Step 2: Reaching Out to Stakeholders**

Stakeholder feedback is a key component in the implementation of cost recovery. Stakeholders may consist of formal advisory boards, staff members, or the general public. Each department may define their stakeholder groups differently for executing their goals and meeting the needs of the community. The benefit groups within the pyramid structure will be assigned by city staff then presented to stakeholder groups for feedback.

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**Step 3: Determining Cost Recovery Levels**

In recognition of the wide variety of service levels and revenue generating potentials of various fee areas, specific cost recovery thresholds shall be established for each area at the most specific programming level that is administratively practical. The thresholds shall include both minimum and target levels of cost recovery. Fee areas unable to meet their minimum threshold shall be reviewed by department staff and governing advisory board for consideration of recommending appropriate action: reduce costs; reduce cost recovery target; eliminate fee area. Activities that have achieved or exceeded their target threshold shall be evaluated to determine if the target can/should be increased.

---

**Step 4: Defining Costs**

The definition of direct, overhead and indirect costs can vary across departments. The most important aspect to understand is that all costs associated with directly running a program or providing a service are identified and consistently applied across the system. Direct costs typically include the specific, identifiable expenses associated with providing a service. These expenses would not exist without the service and may include variable costs.

The Departments have defined direct, department overhead, and indirect costs as follows:

**DIRECT COST:**

Direct costs are those costs that are directly attributable to efforts to put on a program or service. Examples are direct personnel costs to include benefits, supplies, direct marketing, facility rates, transportation, and direct contract services.

**DEPARTMENT OVERHEAD COST:**

Direct supervision of the fee area, and minor miscellaneous items such as supervisors’ mileage, administrative support, custodial services, facility maintenance, and utilities.
INDIRECT COST:
Indirect costs are not directly attributable to a program or service, but are necessary to support the effort. Division level and shared costs, such as departmental leadership, accounting support, technology, administrative support, computer (software, license, hardware etc), and on-going facility maintenance and repairs.

It is Staff recommendation to not allocate indirect cost to any user fee within the first three years of the policy implementation to evaluate the impact of the fee structure on the community and review cost recovery performance measures.

Cost Accounting at the Program/Service Level is Challenging
The process of accounting for expenses in a more detailed, consistent manner in order to readily identify the cost recovery rates for each category of service can be challenging. The initial effort is considered to be a start, and work will continue, particularly during the first year of implementation, to further refine the calculations. During the first year of implementation, staff will have the opportunity to respond to the volume of information that is now available to them, allowing them to further refine definitions and calculations, and re-evaluate early decisions made in this process. During the Cost of Service study each department will have the opportunity to revise and update calculations.

The accounting system is not currently setup to track expenditures at the activity level. The structure needs to be modified to allow coding at the activity level so that cost recovery can be accurately measured and used as an effective planning tool. Each year will reflect improved reporting capabilities leading to increased accuracy and continuous process improvement.

Step 5: Setting the Price
While not quite as simple as determining the costs and applying the recovery goal, this is the basic concept behind determining the price. The pyramid assists us in establishing the base level of cost recovery and where the program/service fits. Just as the expenditures and recovery goals vary for each program/service, so does the pricing methods and actual determination of the price. A pricing model is developed for each user fee and assists staff in determining the price.

Fee Calculation: \((\text{total cost} \times \text{cost recovery }\%) / \# \text{ of participants}\)

The initial fee is not the final price. There are many influential factors and considerations each department goes through before determining a price to present to stakeholder groups and then to City Council for adoption with the annual budget each year.

Step 6: Understanding and Preparing for Influential Factors and Considerations
Inherent to sorting programs onto the pyramid model using the program benefits and other criteria is the realization that other factors come into play. These factors can aid in determining final price adjustments. Such factors could be local competitors, peer city comparison, economic indicators, or political influence. It is not a sustainable practice to keep fees artificially low in order to ensure that all can afford to pay.

Adjusting fees and charges to reflect a value-based approach to pricing is only one strategy to maximizing cost recovery and leveraging existing funding. Measuring cost recovery provides indications
of services that should be examined for cost saving or avoidance tactics. Expenses may be minimized through avenues such as restructuring of programs, management efficiencies, and partnering with outside agencies.

Options are available for those with economic need. San Marcos provides discount opportunities that vary by department. Such opportunities may include: multi-child discounts, early bird registration, or scholarships. All fee reductions are subject to change and dependent on funding availability.

**Step 7: Implementation**

The departments have set their goals based upon core values, stakeholder input, funding availability, and other criteria. Some recommendations are scheduled to occur immediately, and others will take time to put into place, while some will be implemented incrementally. It is important that fee change tolerance levels are considered.

Once a final price has been determined by department staff the complete Cost Recovery Plan will be presented to stakeholder groups for feedback. Each department will then revise any necessary changes to present final Cost Recovery Plan with all user fees to City Council during the annual budget process. Some departments will strategically set price adjustments to occur incrementally over several years to reach cost recovery targets, where other departments may choose to only modify price once every 3 – 5 years with cumulative price adjustments.

**Step 8: Evaluation**

This process has been undertaken in order to articulate a philosophy and a best practice ongoing approach to cost recovery across all departments within the City. Performance measures have been established through cost recovery targets, specific recommendations have been made for programs/services found to be out of alignment, and evaluation of goal attainment is recommended to take place annually. Current cost recovery will be refined over the first year of implementation for each department as steps are taken to more accurately account for revenues and expenditures by service area.

This first-year implementation of the Cost Recovery Plan will allow communication of the methodology, policy, and adjustment of fees as indicated by the Cost Recovery Plan. It will also allow for staff to see the implications for overall cost recovery; identify any currently unknown market, historical, and political considerations; and provide staff experience in using the methodology.

**Conclusion**

The City of San Marcos strives to maintain its reputation for providing exceptional parks, places, programs and services at a good value to our taxpayers and customers and for preserving and protecting our City’s natural resources. Our community size and population is expected to experience rapid growth over the next twenty years and our Departments must be prepared to grow accordingly. The formalization of our fee policy provides us with a comprehensive long-term strategy to address current and future needs of the San Marcos community and demands upon the Departments.

Through the Fee Policy and Cost Recovery recommendations, the City of San Marcos is taking on a very aggressive goal of meeting its cost recovery targets. This can be accomplished through a combination
of cost saving measures, fee increases, and seeking of alternative forms of revenue. Annual adjustments will need to be sensitive to citizen tolerance as citizens consider their needs and how they will spend their discretionary dollars.
Appendix: Cost Recovery Pyramid

1. COMMUNITY
   - Services that specifically benefit the community as a whole
   - 0 – 15%

2. COMMUNITY/INDIVIDUAL
   - Services that are a mix of community and individual benefit, with a greater emphasis on the community
   - 16 – 50%

3. INDIVIDUAL/COMMUNITY
   - Services that are a mix of community and individual benefit, with a greater emphasis on the individual
   - 51 – 80%

4. HIGHLY INDIVIDUAL
   - Service in which individuals will highly benefit
   - 81 – 100%

5. EXCLUSIVELY INDIVIDUAL
   - Services that are exclusive for individual benefit
   - 100% +
Appendix: Cost Recovery Plan – Phase I

Phase I – Assign each program/service to a pyramid level defined by user benefit

EXCLUSIVELY INDIVIDUAL
- Specialized instruction classes
- Items for resale
- Sporting events (5k’s), adult tournaments
- Adult membership to Activity Center
- Youth/adult trips
- Youth tournaments

HIGHLY INDIVIDUAL
- Adult instructional programs – advanced

INDIVIDUAL/COMMUNITY
- Sr programs, Youth programs & activities
- Camps (after school care)
- Facility rentals
- Youth membership to Activity Center
- Sr activities
- Events for groups or themes
- Youth practice fields

COMMUNITY/INDIVIDUAL
- Parks & playgrounds
- Open space & trails
- City wide events

COMMUNITY
Development Services

EXCLUSIVELY INDIVIDUAL
- Fee-in-lieu
- Development agreements & amendments
- Incentive agreements
- ROW Use fees

HIGHLY INDIVIDUAL
- Building permits, inspections, licensing, renewal fees, rezoning requests, conditional use permits, plats, subdivision fees, ROW use fees, floodplain fees,

INDIVIDUAL/COMMUNITY
- Watershed protection
- PICP – subdivision improvements, individual transportation or utility infrastructure
- Site Prep TIA (traffic impact analysis)

COMMUNITY/INDIVIDUAL
- Short term ROW closure neighborhood/non-profit (24 hr or less)

COMMUNITY
- Not applicable
EXCLUSIVELY INDIVIDUAL
- Not applicable

HIGHLY INDIVIDUAL
- Test proctoring fee
- Interlibrary loan postage fee

INDIVIDUAL/COMMUNITY
- Non-resident full service seasonal & annual card
- Replacement card, lost item processing fee, maximum overdue fine

COMMUNITY/INDIVIDUAL
- Non-resident limited service card
- Computer print color copies

COMMUNITY
- Computer print black/white copies
- Resident/SMCISD full service card
Environmental Health

EXCLUSIVELY INDIVIDUAL
- Not applicable

HIGHLY INDIVIDUAL
- Food establishments
- Farmers market vendor
- Re-inspection fee, plan review, inspection, septic permit, onsite sewage facilities

INDIVIDUAL/COMMUNITY
- Daycare inspection
- Adult daycare inspection
- Foster home inspection

COMMUNITY/INDIVIDUAL
- Not applicable

COMMUNITY
- Non-profit food establishment
**Fire Marshal**

**EXCLUSIVELY INDIVIDUAL**
- Not applicable

**HIGHLY INDIVIDUAL**
- Fire alarm & detection systems
- Battery system, carbon dioxide systems
- Tanks, fire watch, licensing inspections

**INDIVIDUAL/COMMUNITY**
- Not applicable

**COMMUNITY/INDIVIDUAL**
- Not applicable

**COMMUNITY**
- Temporary tanks (construction site)
- Removal of tanks
- Foster home/adoption licensing inspections
Animal Services

1. Impoundment, kennel fee, quarantine fee
   - Registration fees
   - Volunteer program

2. Rabies test submittal

3. Vaccinations, adoption fees
   - Owner request euthanasia
   - Animal exhibition (i.e. petting zoo)

4. Grooming facility

5. Drop off out of coverage registration
   - Commercial kennel fee
   - Commercial animal dealer permit

EXCLUSIVELY INDIVIDUAL

HIGHLY INDIVIDUAL
AGENDA CAPTION:
Hold discussion and consider the appointment of one to two City Council Members to a Budget and Policy Committee regarding the Animal Shelter Implementation Plan, and provide direction to the City Manager.

Meeting date: June 4, 2019

Department: Neighborhood Enhancement

Amount & Source of Funding: N/A

Fiscal Note: N/A

City Council Strategic Initiative: N/A

Comprehensive Plan Element(s): Parks, Public Spaces & Facilities - Well maintained public facilities that meet needs of our community

Master Plan: N/A

Background Information:
On December 12, 2018, City Council approved a resolution directing staff to develop an implementation plan to reach a 90% or higher live outcome rate at the San Marcos Regional Animal Shelter. The Pawsitive Outcomes Implementation Plan Committee was formed and spent several months meeting, evaluating potential solutions, and developing the plan to be presented to the San Marcos City Council in June.

During a May 17, 2019 meeting of the shelter's regional partners (San Marcos, Kyle, Buda, and Hays County), a request was made to form a Budget and Policy Committee so that each entity’s elected officials could discuss the policy and budget implications of the proposed implementation plan.

Council Committee, Board/Commission Action: N/A

Recommendation:
Appoint one to two Council members to the Budget and Policy Committee.
AGENDA CAPTION:
Consider an appointment to fill a vacancy on the following Boards or Commissions, and provide direction to staff:
   A) Cemetery Commission
   B) San Marcos Commission on Children and Youth
Meeting date: June 4, 2019

Department: City Clerk

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

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

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

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

A) Cemetery Commission
We have a vacancy that is set to expire on February 28, 2020

   Alison Tudor is the only application we have received for this position.

B) San Marcos Commission on Children and Youth
There is vacancy to fill the position for a Central Texas Medical Center (CTMC) representative. This term is set to expire February 28, 2022.

   Jerilyn Miller has applied to fill this role. She serves as the Director of Foundation and Development for CTMC

   Applicants include:

Applications have been provided in a separate email.
File #: ID#19-276, Version: 1

AGENDA CAPTION:
Hold discussion regarding recommendation Resolution 2019-01RR of the Neighborhood Commission to the City Council to advise the City Manager to look into the sidewalk plan and ensure clear communication amongst all City Departments and all affected citizens involved in this project; in particular we ask that council be sensitive to sidewalks affecting our irreplaceable historic areas; and provide direction to the City Manager.

Meeting date: June 4, 2019

Department: City Clerk/City Manager’s Office

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

Background Information:
The Neighborhood Commission initially held a discussion regarding a possible resolution to Council related to the Sidewalk Project on Belvin Street on April 17, 2019. The minutes to that meeting are attached. To view the complete packet please follow this link:
<http://sanmarcostx.gov/AgendaCenter/ViewFile/Agenda/04172019-1703>

Following the April 17th meeting the Neighborhood Commission held a Special Meeting on May 8, 2019 to consider approval of the attached recommendation resolution. The minutes of that meeting are attached.

Council Committee, Board/Commission Action:
This is a recommendation of the Neighborhood Commission

Alternatives:
Click or tap here to enter text.

Recommendation:
Click or tap here to enter text.
AGENDA CAPTION:
Hold discussion regarding the process in which recommendations are made regarding Arts Projects Funding; the composition of the Mural Arts Program Committee; and provide direction to City Manager.
Meeting date: June 4, 2019

Department: Council Requested Item.

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)]
Choose an item.

Background Information:
This item was requested by Mayor Pro Tem Lisa Prewitt and Mayor Jane Hughson.

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

Alternatives:
Click or tap here to enter text.

Recommendation:
Click or tap here to enter text.
San Marcos Mural Arts Program

The program was proposed by John Thomaides and Kim Porterfield as a way to deter graffiti and beautify the city. City staff was directed to form a committee. Lisa Morris and Amy Kirwin met with Mr. Thomaides to discuss the makeup of the committee. The initial committee included city staff, Mr. Thomaides, a representative from the Arts Commission (Charlotte Wattigny), and University Arts Representative (Mary Mikel Stump). Our goal was to have individuals with interest and work experience in the arts. Over the course of time, Arts Commission representatives have changed. Charlotte Wattigny has stayed on the committee representing the CVB. The University representatives have changed as well.

Current Committee Members: Lisa Morris, Amy Kirwin, Charlotte Wattigny – CVB/Artist, Lela Holt – Arts Commission, Michelle Sotolongo – University/Artist, John Thomaides-Citizen/Former Mayor.

The committee meets on an as needed basis to review requests for mural grants and to review submissions for commissioned murals. City staff makes recommendations to the committee on locations that are being tagged with graffiti as well as areas that would be appropriate for beautification efforts.

Coordinators: Lisa Morris and Amy Kirwin work together to identify locations and complete the necessary administrative duties (calls for artists, contracts, purchasing supplies, etc.)

The City Council has approved $30,000 each year since 2013.

Commissioned Murals

- Children’s Park
  Artist: Mabel Sirup
  Approximate Cost: $6,000

- Crook Park
  Artist: Mateo Jaimes
  Approximate Cost: $5,000

- Old Hays County Justice Center
  Artist: Susan Harmon
  Approximate Cost: $16,000

- Veterans Mural
  Artist: Ryan Runcie
  Approximate Cost: $24,000

- Rio Vista Mural
  Artist: Buddy Pajak
Approximate Cost - $5,000

Crockett Elementary Artists’ – Jessica Botello and Amy Hall
Approximate Cost - $5,000

The Marc
Artists – Jessica Botello and Amy Hall
Approximate Cost - $9,000

Raising Canes
Artists – Mabel Sirup and Nina Sandoval
Approximate Cost - $5,500

Southside Community Center
Artist – Darin Wood
Business Sponsor – Southside Community Center
Approximate Cost - $3,700

Grant Funded Murals
Root Cellar Bakery
Artist – Morgan Egan
Business Sponsor – The Root Cellar
Approximate Cost - $4,500

Eddie Durham Park/City Finance
Artist – Cody Seigmund
Business Sponsors – KTSW and City Finance
Approximate Cost - $2,500

Vintage Pads
Artists’ – Chase Hayles and Kelsey Huckabey
Business Sponsor – Vintage Pads
Approximate Cost - $6,000

Splash Co-working
Artist – Naveen Shakil
Business Sponsor – Splash Co-working
Approximate Cost - $3,250

Mini Murals – Commissioned by the Mural Arts Program. Artist seeks out locations and received written approval from the building owner.

Artist – Rene Perez
Approximate Cost - $3,000
Locations are downtown, Dunbar Recreation Center and Rio Vista Park
AGENDA CAPTION:
Receive City Council Reports and discuss and provide direction regarding future submissions:

a) Mayor Hughson will provide a brief update regarding her membership on various Capital Area Council of Governments (CAPCOG) committees.

b) Mayor Hughson will provide a brief update related to her membership on the Capital Area Metro Planning Organization (CAMPO).

c) Mayor Hughson and Council Member Rockeymoore will provide a brief update related to their membership on the Alliance Regional Water Authority (ARWA) Board of Directors.

d) Mayor Hughson will provide a brief update regarding her participation in this years Texas Municipal League Leadership Academy.

e) Council Member Derrick will provide a brief update regarding her membership on the San Marcos Commission for Children and Youth.

f) Mayor Pro Tem Prewitt will provide a brief update regarding her membership on the Capital Area Rural Transit (CARTS) Board.

g) Mayor Hughson, Mayor Pro Tem Prewitt, Council Member Derrick and Council Member Rockeymoore will provide a brief update regarding the recent Federal Legislative Delegation trip to Washington D.C.

h) Mayor Hughson and Council Member Derrick will provide a brief update on the San Marcos Chamber 2019 Inter-City Visit trip to Utah.

Meeting date: June 4, 2019

Department: City Clerk’s Office for City Council

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

Fiscal Note:
Prior Council Action: N/A

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

Choose an item.
Choose an item.
Choose an item.

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

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

Background Information:
This is an opportunity for the Mayor and Council to provide updates of items listed above.

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:
Executive Session in accordance with the following Government Code Sections:

A. Section § 551.071 - Consultation with Attorney: to receive a staff briefing and deliberate regarding Martindale ETJ matters and Project Big Hat
B. Section § 551.087 - Economic Development: to receive a staff briefing and deliberate regarding Project Big Hat

Meeting date: 6/4/2019

Department: City Clerk's Office on behalf of the City Council

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

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

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

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

Background Information:
Click or tap here to enter text.

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

Alternatives:
Click or tap here to enter text.

Recommendation:
Click or tap here to enter text.
AGENDA CAPTION:
Consider action, by motion, regarding the following Executive Session items held during the Work Session and/or Regular Meeting:

A. Section § 551.071 - Consultation with Attorney: to receive a staff briefing and deliberate regarding Martindale ETJ matters and Project Big Hat
B. Section § 551.087 - Economic Development: to receive a staff briefing and deliberate regarding Project Big Hat

Meeting date: 6/4/2019

Department: City Clerk’s Office on behalf of the City Council

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

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

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

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

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

**Background Information:**
Click or tap here to enter text.

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

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

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