I. Call To Order

II. Roll Call

III. Invocation

IV. Pledges Of Allegiance - United States And Texas

ACTION/DIRECTION FOLLOWING WORK SESSION EXECUTIVE SESSION

1. Consider action, by motion, or provide direction to Staff regarding the following Executive Session item in accordance with Local Government Code Section § 551.087: Economic Development - to receive a briefing and deliberate regarding the potential offer of Economic Development Incentives to Project World Series and Project Duplo Series.

V. 30 Minute Citizen Comment Period

PRESENTATIONS

2. Receive a presentation from the Capital Area Council of Governments (CAPCOG) regarding air quality attainment, and provide direction to the City Manager.

CONSENT AGENDA

3. Consider approval, by motion, of the following meeting Minutes:
   A) June 13, 2018 - 1st Budget Workshop Minutes
   B) June 14, 2018 - 2nd Budget Workshop Minutes
   C) June 19, 2018 - Work Session Minutes
   D) June 19, 2018 - Regular Meeting Minutes
   E) June 27, 2018 - Joint Parks Advisory Board/City Council Workshop Minutes
   F) June 27, 2018 - Special Meeting Minutes

4. Consider approval of Ordinance 2018-18, on the second of two readings, amending the City’s 2017-2018 Fiscal Year budget to allocate a total of $314,000 of sales tax revenues in the general fund to the following programs in the following individual amounts: Homebuyer Incentive Program ($60,000) ; IT Security Review Project ($25,000), Facility
Security Project ($100,000), CIS Software License Upgrade ($129,000) and adding full time equivalent positions in the Finance, Engineering, and Planning Departments to be paid with HUD Disaster Recovery funds; amending the staffing table for the Fire Department due to reclassification of positions performing the Fire Marshal function; and providing an effective date.

5. Consider approval of Resolution 2018-121R, approving contracts through Ochs, Inc. with Minnesota Life Insurance Company, and Madison National Life Insurance Company for Basic Term Life, Voluntary Life, AD&D, and Long Term Disability Administration (RFP 218-172), for an estimated annual amount of $90,000.00 with expected growth each year for city employee pool growth in an amount not to exceed $567,130.00; authorizing the City Manager or his designee to execute the appropriate documents on behalf of the City; and declaring an effective date.

6. Consider approval of Resolution 2018-122R, approving an Advance Funding Agreement with the State of Texas, acting through the Texas Department of Transportation (CSI No. 0914-33-077), for the Downtown Accessible Traffic Signal Pedestrian Improvement Project, with an estimated cost of participation by the City of $40,973; authorizing the City Manager to execute the agreement on behalf of the City; and declaring an effective date.

7. Consider approval of Resolution 2018-123R, approving a contract with Unifirst, Inc. for Uniform Rental and Laundering Services (IFB 218-314), for an estimated amount of $162,917.80; authorizing the City Manager to execute the appropriate documents on behalf of the City; and declaring an effective date.

8. Consider approval of Resolution 2018-124R, approving the award of a contract to Texas Disposal Systems, Inc. for Street Sweeping and Storm Water Pond Waste Disposal (IFB 218-273) with an estimated value of $110,000.00; authorizing the City Manager or his designee to execute the said agreement on behalf of the City and declaring an effective date.

9. Consider approval of Resolution 2018-125R, approving amendments that extend the terms for five additional years of a non-exclusive license agreement for the use of Public Rights-Of-Way and a License Agreement for attachments to Utility Facilities, each with ATC Outdoor Das, LLC. related to the installation of Distributed Antenna Systems (“DAS”) in the City; authorizing the City Manager to execute these amendments on behalf of the City; and declaring an effective date.

10. Consider approval of Resolution 2018-127R, approving a list of Qualified On-Call Geotechnical Services, Materials Testing Services, and Subsurface Utility Exploration Firms for their provision of Professional Consulting Services as needed in connection with various City projects; and declaring an effective date.

11. Consider approval of Resolution 2018-128R, approving a commercial lease agreement with Two Fold, LLC for the lease of space for the WIC Program Satellite Office at 641 North Walnut Avenue, New Braunfels, Texas for a term of 11 months at a rental rate of $1,550.00 per month; authorizing the City Manager to execute said commercial lease agreement; and declaring an effective date.
12. Consider approval of Resolution 2018-129R, approving a sublease with Community Action, Inc., of Central Texas for the lease of space for a WIC Satellite Office at 901 Bois D'Arc, Lockhart, Texas for a term ending in 2024; authorizing the City Manager to execute said sublease; and declaring an effective date.

13. Consider approval of Resolution 2018-132R, amending the City's Economic Development Policy and the Policy Regarding Use of the City of San Marcos Economic Development Supplemental Fund to provide that the Fund may be used for real property acquisition, land planning, engineering and other activities associated with the development of Workforce Housing, and establishing an effective date.

14. Consider approval of Resolution 2018-133R, approving a contract with Hicks & Company, Inc. for Historic and Cultural Resource Survey Services, for an estimated amount of $39,500.00; authorizing the City Manager to execute the appropriate documents on behalf of the City; and declaring an effective date.

15. Consider approval of Resolution 2018-134R, authorizing the submission of a Texas HOME Investment Partnerships Program application to the Texas Department of Housing and Community Affairs for the Homeowner Rehabilitation Assistance Activities Program; and authorizing the City Manager to act as the City’s Executive Officer and authorized representative in all matters pertaining to the City’s participation in the HOME Program; and declaring an effective date.

16. Consider approval of Resolution 2018-135R, approving the sale of three surplus police cars to the newly incorporated City of Oak Ridge, Texas for total value of $15,000.00; authorizing the City Manager to execute the appropriate documents related to the transfer of title of the three surplus police cars on behalf of the City; and declaring an effective date.

17. Consider approval of Resolution 2018-136R, ratifying the award of a contract to Farrwest Environmental Supply, Inc. for emergency preparedness & safety equipment from the Texas Local Government Purchasing Cooperative ("HGACBUY" contract #EP11-17) in the amount of $63,172.00; ratifying the City’s execution of the contract documents; and declaring an effective date.

18. Consider approval of Resolution 2018-137R, approving the annual renewal of the Microsoft Enterprise Agreement with SHI Government Solutions, Inc. through State Department of Information Resources Contract DIR-TSO-4092 for software licenses in the estimated amount of $280,494.05; authorizing the City Manager or his designee to execute the appropriate documents on behalf of the City; and declaring an effective date.

19. Consider approval of Resolution 2018-138R, approving a contract with Enterprise Fleet Management, Inc. through the Interlocal Purchasing System, TIPS, for the lease of thirty-one light vehicles and the purchase miscellaneous equipment for maintenance in the estimated amount of $1,270,000.00; authorizing the City Manager or his designee to execute the appropriate documents on behalf of the City; and declaring an effective date.

20. Consider approval, by motion, of an Authorization of Change in Services adding a Consumer Price Index Increase of 2.3% which increases the City’s contract with Green Guy...
Recycling by $15,501.33.

PUBLIC HEARINGS - 6:00 PM

21. Receive a Staff presentation and hold the first of two Public Hearings to receive comments for or against Ordinance 2018-19; adopting a new Transportation Master Plan and Thoroughfare Plan; including procedural provisions; and providing an effective date; and consider approval of Ordinance 2018-19, on the first of two readings.

22. Receive a Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2018-20, amending the Official Zoning Map of the City by rezoning a 56.6098 acre, more or less, tract of land out of the Benjamin White Survey, the John Williams Survey and the T.H.W. Survey, located south of Old Ranch Road 12 and west of Craddock Avenue, from “FD” Future Development District To “SF-6” Single-Family District for the Mystic Canyon project; and including procedural provisions; and consider approval of Ordinance 2018-20, on the first of two readings.

23. Receive a Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2018-21, annexing into the City approximately 15.038 acres of land out of the Barnette O. Kane Survey, Abstract No. 281, located in the 1600 block of Redwood Road; approving a service plan for this area; including procedural provisions; and providing an effective date; and Consider approval of Ordinance 2018-21, on the first of two readings.

24. Receive a Staff presentation and hold a public hearing to receive comments for or against Ordinance 2018-22, amending the Official Zoning Map of the City by rezoning a 15.038 acre, more or less, tract of land, Located In The 1600 Block Of Redwood Road, From “FD” Future Development District to “CD-4” Character District 4; and including procedural provisions; and consider approval of Ordinance 2018-22, on the first of two readings.

25. Receive a Staff presentation and hold a Public Hearing to receive comments for or against Resolution 2018-139R, approving the 2018 amended and restated service and assessment plan with Highpointe Trace, LLC. in connection with the Trace Public Improvement District; authorizing the City Manager to execute said document on behalf of the City; and declaring an effective date; and consider approval of Resolution 2018-139R.

NON-CONSENT AGENDA

26. Consider approval of Ordinance 2018-23, on first and final reading, ordering a General And Special Election to be held on November 6, 2018 for the purpose of electing a Mayor, City Council Member, Place 5, City Council Member, Place 6, and ordering a Special Election to fill a vacancy for the two year remainder of the unexpired term of office of City Council Member, Place 4 to be conducted concurrently with the General Election; establishing early voting locations and polling places for this election; making provisions for conducting the election; declaring an emergency creating the need to adopt this ordinance with only one reading; and providing an effective date.

27. Consider approval of Ordinance 2018-24, on the first of two readings, reducing the speed limit to 30 miles per hour from the present speed limits of 35 and 45 miles per hour along
the sections of Hopkins Street and Hunter Road located between Guadalupe Street (Loop 82) and Wonder World Drive (RM 12); authorizing the installation of signs and traffic control devices reflecting such new speed limit; directing that the traffic register maintained under Section 82.067 of the San Marcos City Code be amended to reflect such new speed limit; and, including procedural provisions.

28. Consider approval of Resolution 2018-140R (LIHTC-18-01), supporting the submission of an application for low income housing tax credits to the Texas Department of Housing and Community Affairs for the proposed El Camino Real Multifamily Housing Project located at the intersection of Highway 123 and Clovis Barker Road; approving findings related to such application; imposing conditions for such support; providing authorizations for execution or submission of documents related to the such application; and declaring an effective date.

29. Consider approval of Resolution 2018-141R, amending the Highpointe Trace Public Improvement District Term Sheet.

30. Consider approval of Resolution 2018-130R, approving a contract with Veoride, Inc. for the provision of a Dockless Bike Share System as a part of a collaborative partnership between the City of San Marcos and Texas State University at no cost to the City; authorizing the City Manager or his designee to execute the appropriate documents on behalf of the City and declaring an effective date.

31. Consider approval of Resolution 2018-131R, establishing the San Marcos Innovation District; defining the boundaries of the district; creating and appointing members to a District Stakeholder Advisory Group; directing such advisory group to adopt a governance structure, conduct an audit of innovation ecosystem assets, and develop an action plan; and declaring an effective date.

32. Consider approval of Resolution 2018-142R, approving a contract with the San Marcos River Foundation, Inc. for the City to purchase approximately 249 acres of land, commonly referred to as the “Millican Tract,” in the vicinity of Palomino Lane and Country Estates drive for a price of $3,062,700.00 to be reimbursed through a partially forgivable loan from the Texas Water Development Board; authorizing the City Manager to execute said contract and related closing documents on behalf of the City; and declaring an effective date.

33. Consider approval by motion of an Out of City Utility Extension request by Ramsey Engineering, LLC, for approximately 4.851 acres, more or less, out of the J.M. Veramendi Survey No. 2, located at 128 Spring Road, San Marcos, Texas.

34. Discuss and consider an appointment to fill a vacancy on the Senior Citizen Advisory Board and the annual appointments to the Greater San Marcos Partnership Board of Directors, and provide direction to Staff.

35. Hold discussion regarding the two times per year Preferred Scenario Map Amendment (PSA) limitation for any PSA request, and provide direction to the City Manager.
VI. Question and Answer Session with Press and Public.

VII. Adjournment.

POSTED ON TUESDAY, JULY 31, 2018 @ 4:30PM

JAMIE LEE CASE, CITY CLERK

VIII. ADDENDUM

    Item #3 has been amended to add the following:

    F) June 27, 2018 Special Meeting Minutes

    ADDENDUM POSTED ON FRIDAY, AUGUST 3, 2018 @ 8:30AM

    TAMMY K. COOK, DEPUTY 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
Consider action, by motion, or provide direction to Staff regarding the following Executive Session item in accordance with Local Government Code Section § 551.087: Economic Development - to receive a briefing and deliberate regarding the potential offer of Economic Development Incentives to Project World Series and Project Duplo Series.
AGENDA CAPTION:
Receive a presentation from the Capital Area Council of Governments (CAPCOG) regarding air quality attainment, and provide direction to the City Manager.

Meeting date: August 7, 2018

Department: City Clerk’s Office

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

Fiscal Note:

Prior Council Action:

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:
CAPCOG will provide a presentation to the City Council regarding air quality attainment and regional clean air efforts.

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

Alternatives:
Click or tap here to enter text.

Recommendation:
Click or tap here to enter text.
CAPCOG – Regional Planning Commission in Statute; more often called a COG.

- Emergency Communications 9-1-1
- Area Agency on Aging/Aging & Disability Resource Center
- Homeland Security Planning & Training
- Regional Law Enforcement Academy
- Air Quality Planning
- Solid Waste Planning
- Economic Development Analysis & Technical Assistance
- Transportation Planning
Ten – county service area;
State of Texas planning region 12
## CAPCOG Executive Committee

### Chair
Council Member  
Corbin Van Arsdale  
City of Cedar Park

### First Vice Chair
Commissioner  
Gerald Daugherty  
Travis County

### Second Vice Chair
Council Member  
Andrea Navarrette  
City of Leander

### Secretary
Judge  
Paul Pape  
Bastrop County

### Immediate Past Chair
Judge  
Bert Cobb  
Hays County

### Parliamentarian
Commissioner  
Cynthia Long  
Williamson County

### Council Member
Judge  
Brett Bray  
Blanco County

Commissioner  
Jane Hughson  
City of San Marcos

Judge  
Mary Cunningham  
Llano County

Commissioner  
Debbie Ingalsbe  
Hays County

Commissioner  
Joe Don Dockery  
Burnet County

Judge  
Ed Janecka  
Fayette County

Commissioner  
Frank Leffingwell  
City of Round Rock

Judge  
Dan A. Gattis  
Williamson County

Council Member  
William Gordon  
City of Smithville

Mayor  
Caroline Murphy  
City of Bee Cave

Council Member  
Mike Heath  
City of Pflugerville

Judge  
James Oakley  
Burnet County

Mayor Pro-Tem  
Wiley Hopkins  
City of Buda

### Commissioner
Mayor  
Brandt Rydell  
City of Taylor

Commissioner  
Maurice Pitts  
Lee County

Judge  
Ken Schawe  
Caldwell County

Commissioner  
Brigid Shea  
Travis County

Council Member  
Ellen Troxclair  
City of Austin

Mayor  
Lew White  
City of Lockhart

### State Representative
State Representative  
John Cyrier

State Representative  
Jason Isaac

State Representative  
Celia Israel

State Representative  
Paul Workman

8/7/2018  
Capital Area Council of Governments Be Air Aware
Why Do We Care About Air Quality?

• Air Quality Affects Public Health
  – “Sensitive Groups”
• Other Environmental Impacts
• Impacts on Economic Development
• Impacts on Transportation Planning
CAPCOG’s Role in Regional Air Quality Planning

- Conduct and review air quality research and analysis
- Develop and Track Implementation of Regional Air Quality Plan
- Conduct & Coordinate Regional Air Quality Outreach
- Provide Technical Assistance
- Research Grant Opportunities and Provide Air Quality Grants to Region
Air Quality Issues Covered by Clean Air Act

“Criteria Air Pollutants”

Greenhouse Gas Emissions

Other Conventional Air Pollution
“Criteria” Air Pollutants

- Common air pollutants emitted by numerous mobile and stationary sources (CO, NO\textsubscript{2}, O\textsubscript{3}, Pb, PM, SO\textsubscript{2})
- EPA sets “National Ambient Air Quality Standards” (NAAQS) in order to protect human health and public welfare
  - Prohibited from considering cost of compliance
  - Required to be reviewed every five years
- EPA designates all areas of the country as “attainment,” “nonattainment,” or “unclassifiable”
- Mandatory regulatory consequences for “nonattainment” areas
- States are responsible for ensuring compliance with the NAAQS within their jurisdictions
Primary and Secondary NAAQS

• Primary NAAQS = public health-based:
  – “Ambient air quality standards the attainment and maintenance of which in the judgment of the Administrator, based on such criteria and allowing an adequate margin of safety, are requisite to protect public health”
  – Ex: premature death, developmental harm, reproductive harm, asthma attacks, lung cancer, wheezing and coughing, shortness of breath, cardiovascular harm, susceptibility to infections, lung tissue redness, swelling

• Secondary NAAQS = public welfare-based:
  – “A level of air quality the attainment and maintenance of which in the judgment of the Administrator, based on such criteria, is requisite to protect the public welfare from any known or anticipated adverse effects associated with the presence of such air pollutant in the ambient air.”
  – Ex: visibility impairment, lake and stream acidification, damage to plants
## Current NAAQS

<table>
<thead>
<tr>
<th>Pollutant</th>
<th>Primary/Secondary</th>
<th>Averaging Time</th>
<th>Level</th>
<th>Form</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Carbon Monoxide (CO)</strong></td>
<td>primary</td>
<td>8 hours</td>
<td>9 ppm</td>
<td>Not to be exceeded more than once per year</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 hour</td>
<td>35 ppm</td>
<td></td>
</tr>
<tr>
<td><strong>Lead (Pb)</strong></td>
<td>primary and secondary</td>
<td>Rolling 3 month average</td>
<td>0.15 μg/m³</td>
<td>Not to be exceeded</td>
</tr>
<tr>
<td><strong>Nitrogen Dioxide (NO₂)</strong></td>
<td>primary</td>
<td>1 hour</td>
<td>100 ppb</td>
<td>98th percentile of 1-hour daily maximum concentrations, averaged over 3 years</td>
</tr>
<tr>
<td></td>
<td>primary and secondary</td>
<td>1 year</td>
<td>53 ppb [2]</td>
<td>Annual Mean</td>
</tr>
<tr>
<td><strong>Ozone (O₃)</strong></td>
<td>primary and secondary</td>
<td>8 hours</td>
<td>0.070 ppm [2]</td>
<td>Annual fourth highest daily maximum 8-hour concentration, averaged over 3 years</td>
</tr>
<tr>
<td><strong>Particle Pollution (PM₁₀)</strong></td>
<td>primary</td>
<td>1 year</td>
<td>12.0 μg/m³</td>
<td>Annual mean, averaged over 3 years</td>
</tr>
<tr>
<td></td>
<td>secondary</td>
<td>1 year</td>
<td>15.0 μg/m³</td>
<td>Annual mean, averaged over 3 years</td>
</tr>
<tr>
<td></td>
<td>primary and secondary</td>
<td>24 hours</td>
<td>35 μg/m³</td>
<td>98th percentile, averaged over 3 years</td>
</tr>
<tr>
<td><strong>PM₂.⁵</strong></td>
<td>primary</td>
<td>24 hours</td>
<td>150 μg/m³</td>
<td>Not to be exceeded more than once per year on average over 3 years</td>
</tr>
<tr>
<td></td>
<td>secondary</td>
<td>24 hours</td>
<td>150 μg/m³</td>
<td></td>
</tr>
<tr>
<td><strong>Sulfur Dioxide (SO₂)</strong></td>
<td>primary</td>
<td>1 hour</td>
<td>75 ppb [4]</td>
<td>99th percentile of 1-hour daily maximum concentrations, averaged over 3 years</td>
</tr>
<tr>
<td></td>
<td>secondary</td>
<td>3 hours</td>
<td>0.5 ppm</td>
<td>Not to be exceeded more than once per year</td>
</tr>
</tbody>
</table>
Compliance with the NAAQS

- EPA requires all states to conduct monitoring for criteria pollutants based on locations expected to have the highest concentrations within a metropolitan area
  - For Austin-Round Rock MSA, all regulatory monitors are in Travis Co.
- EPA designates areas as nonattainment if they have air pollution levels that are violating the NAAQS or if they are contributing to a violation of the NAAQS “nearby” (usually the entire MSA is considered)
- Once an area is designated nonattainment, the state must implement a plan to bring the area into attainment (a SIP)
- “Maintenance Plans” are required after a nonattainment area comes into compliance with the NAAQS
- All counties in the CAPCOG region are designated “attainment/unclassifiable” for all NAAQS
- Air pollution in an area can still be bad on a given day or in a given year and the area still be in compliance with the NAAQS
Austin-Round Rock MSA Air Pollution Levels Compared to the NAAQS

- CO (8-hr): 14%
- CO (1-hr): 6%
- NO2 annual: 25%
- NO2 (1-hr): 48%
- O3 (8-hr): 99%
- PM2.5 (annual): 80%
- PM2.5 (24-hr): 57%
- PM10 (24-hr): 0%
- SO2 (1-hr): 5%
Travis County:
- $O_3$ levels higher than 74% of counties
- Annual PM$_{2.5}$ levels higher than 87% of counties
- Daily PM$_{2.5}$ levels higher than 56% of counties
Texas Nonattainment Areas

EPA Designations for the 2008 and 2015 Ozone NAAQS

Legend
- Attainment/Unclassifiable
- Attainment/Unclassifiable for 2008 NAAQS and Nonattainment for 2015 NAAQS
- Nonattainment for 2008 NAAQS and Attainment/Unclassifiable for 2015 NAAQS
- Nonattainment for 2008 and 2015 NAAQS

Map as of 7/18/2018
Trend in Metro Area Ozone Levels

8-Hour O3 Design Value (ppb)

- 1997 Standard
- 2008 Standard
- 2015 Standard
- Design Value

Capital Area Council of Governments
Be Air Aware
2017 Ozone AQI Days by Monitoring Station

Days with Moderate or Worse Ozone in the Austin-Round Rock MSA

- CAMS 3 (Central Austin): 31 days
- CAMS 38 (NW Austin): 32 days
- CAMS 614 (Dripping Springs): 25 days
- CAMS 684 (Cedar Creek): 8 days
- CAMS 690 (Georgetown): 40 days
- CAMS 1603 (SW Austin): 15 days
- CAMS 1604 (Lockhart): 34 days
- CAMS 1605 (S Austin): 12 days
- CAMS 1675 (San Marcos): 23 days
- CAMS 6602 (Hutto): 27 days
- Region-Wide: 48 days
2019 – 2023 Air Monitoring Plan

Alternate Monitor Configuration-8 CAMS
Staff Recommendation:
Move CAMS 684 to Bastrop
Move CAMS 601 to Elgin
Move CAMS 1603 to CAMS 171

TCEQ CAMS
CAPCOG CAMS
- Permanent Site
- Candidate Site
- Site to Move
- Austin City Limits
- MSA
- CAPCOG Counties

Capital Area Council of Governments
Be Air Aware
O₃ Nonattainment Area Requirements

- Marginal Classification
  - 3 years from date of designation to attain the O₃ NAAQS
  - Nonattainment New Source Review (NNSR), Offsets = 1.1 to 1
  - Transportation Conformity (cap on transportation emissions)
  - General Conformity
  - No “Back-Sliding”

- Moderate Classification (in addition to Marginal)
  - 6 years from date of initial designation to attain the O₃ NAAQS
  - 15% Reduction in VOC Emissions
  - Reasonably Available Control Technology (RACT) for NOₓ and VOC
  - Other “Reasonably Available Control Measures” (RACM)
  - NNSR Offsets Increase to 1.15 to 1
  - “Basic” Inspection and Maintenance Program in Certain Areas
  - State I Vapor Recovery on Bulk Plants
  - Contingency Measures
  - Attainment Demonstration
Redesignation to Attainment

- Nonattainment areas can be redesignated to “attainment” only after EPA determines that reductions are permanent and approves a 10-year “maintenance” plan for the area.
- Transportation conformity and general conformity requirements continue to apply to ensure that federal actions don’t conflict with the SIP.
- Nonattainment new source review permitting requirements end.
- State can only remove other controls if they can demonstrate that they won’t interfere with maintenance of the NAAQS.
- Contingency measures.
- A second 10-year maintenance plan is also required.
Summary of Consequences of a Nonattainment Designation

- At least 23 years of regulatory consequences
- Limits on new or expanded point sources
- Added requirements and lengthier time frames for air permitting
- Additional hurdles for transportation and other infrastructure planning and construction
- Added costs for existing businesses
- 2015 CAPCOG study: $24 - $42 billion in potential economic losses over 23-26 year time-frame
Looking Forward: 2020 NAAQS Reviews

• May 9, 2018, NAAQS review process memo from EPA Administrator requires completion of the O₃ and PM NAAQS reviews by the end of 2020
• The EPA set the 2015 O₃ NAAQS level at 70 ppb, while its scientific advisors had recommended a level between 60-69 ppb
• The probabilities of Austin-Round Rock MSA’s 2019-2021 O₃ design value violating a 65 ppb and 70 ppb NAAQS:
  • 26% chance of violating the current 70 ppb NAAQS
  • 73% chance of violating a more stringent 65 ppb NAAQS
• New Regional Air Quality Plan for 2019-2023
Questions

Capital Area Council of Governments
Air Quality Program

www.aircentraltexas.org

Andrew Hoekzema
Director of Regional Services
(512) 916-6043
ahoekzema@capcog.org
AGENDA CAPTION:
Consider approval, by motion, of the following meeting Minutes:
   A) June 13, 2018 - 1st Budget Workshop Minutes
   B) June 14, 2018 - 2nd Budget Workshop Minutes
   C) June 19, 2018 - Work Session Minutes
   D) June 19, 2018 - Regular Meeting Minutes
   E) June 27, 2018 - Joint Parks Advisory Board/City Council Workshop Minutes

Meeting date: 8/7/2018

Department: City Clerk

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

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

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

Comprehensive Plan Element(s): [Please select the Plan element(s) and Goal # from below]
☐ Economic Development Choose an item.
☐ Environment & Resource Protection Choose an item.
☐ Land Use Choose an item.
☐ Neighborhoods & Housing Choose an item.
☐ Parks, Public Spaces & Facilities Choose an item.
☐ Transportation Choose an item.
☒ Not Applicable
Background Information:
The following minutes are attached for review:
June 13, 2018 - 1st Budget Workshop Minutes
June 14, 2018 - 2nd Budget Workshop Minutes
June 19, 2018 - Work Session Minutes
June 19, 2018 - Regular Meeting Minutes
June 27, 2018 - Joint Parks Advisory Board/City Council Workshop Minutes

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

Alternatives:

Recommendation: Approve Minutes as attached
I. Call To Order

II. Roll Call

PRESENTATIONS

1. Receive a Staff presentation and hold discussion regarding the preliminary Fiscal Year 2018-2019 Budget, and provide direction to Staff.

Mr. Bert Lumbreras, City Manager, provided the Council with an introduction and thanked Staff for their work on the budget document.

Heather Hurlbert, Director of Finance, provided the Council with an overview of the next two days and what will be covered. Ms. Hurlbert reviewed the City Council's Strategic Initiatives and the action points of those initiatives. She indicated that Staff kept these in mind as they built their proposed budget.

Ms. Hurlbert began with the General Fund Base Budget Assumptions. She reported that we would be increasing our base budget by $2,294,000. Ms. Hurlbert reviewed the preliminary revenue and that the revenue reflects a 4% increase, $2.6M from prior year net of economic incentives. Ms. Hurlbert reviewed the preliminary expenditures.

Ms. Hurlbert provided the Council with the personnel recommendations. She indicated that the personnel recommendations of $393,000 would be funded by general fund and that $213,500 would be funded by other funding sources.

Ms. Hurlbert provided the operating recommendations and capacity alternatives. Discussion was held regarding the additional Community Enhancement Fee (CEF) revenue funding three additional Code Compliance Officers. Discussion was held regarding changing the name of the fee for transparency to Code Compliance Fee. Discussion was held about taking the $213,000 and creating a separate fund to assist low to moderate income, senior or disabled residents to address code compliance matters such as tall grass or...
junk vehicle removal. No direction was provided at that time.

Discussion was held regarding the Bond Project Operating Expenditure. City Council has requested a slide explaining where the 8.37 cents is going in FY19. Discussion was held regarding funding eight new firefighter positions.

Ms. Hurlbert explained the Economic Development Supplemental Funding. She explained that $200,000 was being suggested as Workforce Housing Seed Funding (66% from each - general fund water/wastewater, & electric) $50,000 from fund balance for a total of $250,000.

Ms. Hurlbert reviewed process improvements and key items not included in the budget. Ms. Hurlbert reviewed Sales Tax Revenue; Short Term Recommendations related to potential for expanding City Hall parking and potential for short-term facilities or leased spaces. Ms. Hurlbert reviewed the recommended one-time uses of sales tax revenue. Staff is recommending a budget amendment on the June 19 agenda in the amount of $654,000.

Discussion was held regarding the expansion of the parking area at City Hall. Council asked that staff conduct a survey of all employees to determine if they would be interested in having something such as a car pool van or other options to elevate the parking issues at City Hall. Council would like to see the cost of permanent buildings and the cost of furniture.

Council would like to hold off on debating and voting on the temporary office space and additional parking spaces on June 19.

The City Council recessed for dinner from 5:53 p.m. until 6:21 p.m.

Discussion was held regarding the additional CEF revenue and setting up an additional fee to provide assistance for people that need assistance addressing code violations such as tall grass or junk vehicles, as previously mentioned.

Council requested a listing, preferably in a spreadsheet format, of all of the code compliance issues that they have responded to in the last year.

Council provided consensus not to move forward with the proposed funding of three additional Code Enforcement Officers from the CEF revenue, but to find a different revenue source.

Discussion was held regarding increasing the fee and rental registration.
Dr. Mihalkanin stated for the record that he was not voting in favor of three new Code Enforcement Officers.
Discussion was held regarding the Economic Development Supplemental Funding and the desire to update the Economic Development Policy. Council provided consensus to allow the Workforce Housing Seed Funding to be funded as proposed from the Economic Development Supplemental Funding and to bring back the Economic Development Policy to update it to allow the funding.

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

III. Question and Answer Session with Press and Public.

None.

IV. Adjournment.

Mayor Thomaides adjourned the budget workshop of the San Marcos City Council at 7:26 p.m.

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

With a quorum present, the budget workshop meeting of the San Marcos City Council was called to order by Mayor Thomaides at 4:00 p.m. Thursday, June 14, 2018 in the City Council Chambers, 630 E. Hopkins, San Marcos, Texas 78666.

II. Roll Call

Council Member Derrick was absent due to illness.

Present: 6 - Mayor Pro Tem Lisa Prewitt, Council Member Saul Gonzales, Deputy Mayor Pro Tem Scott Gregson, Council Member Jane Hughson, Mayor John Thomaides and Council Member Ed Mihalkanin

Absent: 1 - Council Member Melissa Derrick

PRESENTATIONS

1. Receive a Staff presentation and hold discussion regarding the preliminary Fiscal Year 2018-2019 Budget, and provide direction to Staff.

Heather Hurlbert, Director of Finance, provided the Council with a brief overview of the evening. She began by reviewing the San Marcos Regional Airport revenue and expenses. Mrs. Hurlbert indicated that they have submitted $350,000 of requests, but $100,000 for the City Owned Facility Repairs and Maintenance is in the Capital Improvements Plan (CIP).

Mrs. Adriana Cruz, President of the Greater San Marcos Partnership, provided the Council with a presentation. Council requested that Mrs. Cruz provide the City Manager with a report of all mentions within publications from the past year.

Mrs. Hurlbert moved on to the Hotel Motel Tax Fund revenue and programs. She indicated that revenue forecast for FY18 is trending lower than expected and they are anticipating a shortfall of around $350,000. She did not have a revenue forecast for FY19.
Discussion was held regarding the Mural Program. Discussion was held regarding reducing the Tanger Marketing Program from $150,000 if any cuts needed to be made, and not increasing it by $50,000 as requested. No consensus or direction was provided at this time. Discussion was held regarding the possibility of making cuts across the board.

Mrs. Hurlbert presented the Water Wastewater Fund revenue and expenses. She provided that fund balance maintained at 25%, revenue stabilization fund is fully funded and debt coverage is at 1.27 times coverage. Mrs. Hurlbert provided that the total budgeted revenue is $43.2M and total budgeted expenses is $42.6M. Mrs. Hurlbert then reviewed the expense recommendations, and provided that the total of recurring expenses is $225,100. The total of one-time expenses is $56,000, and the total of capital expenses is $293,000.

Mrs. Hurlbert presented the Electric Fund revenue and expenses. She reported that there is not recommendation for a rate increase for the electric fund. She provided that the fund is fully funded and debt coverage exceeds 1.2 times coverage. Mrs. Hurlbert provided the expense recommendations. The total of recurring expenses is $139,500 and the total of one-time expenses is $303,000. Mrs. Hurlbert provided the total capital expenses of $565,800.

Mrs. Hurlbert reviewed the budget timeline for the remainder of the budget process.

No additional direction was provided.

III. Question and Answer Session with Press and Public.

None.

IV. Adjournment.

Mayor Thomaides adjourned the San Marcos City Council budget workshop at 5:38 p.m.
I. Call To Order

With a quorum present, the work session meeting of the San Marcos City Council was called to order by Mayor Thomaides at 3:30 p.m. Tuesday, June 19, 2018 in the City Hall Conference Room, 630 E. Hopkins, San Marcos, Texas 78666.

II. Roll Call

Council Member Derrick arrived after roll call at 3:45 p.m. Present:

1. Receive a staff presentation and hold discussion regarding the establishment of an Innovation District in San Marcos, and provide direction to the City Manager.

Bert Lumbereras, City Manager introduced the staff that will be presenting this evening.

Kevin Burke, Economic Development and Downtown Coordinator, provided a presentation regarding Innovation Districts. Mr. Burke also introduced Dr. Walt Horton, Dr. Christopher Laing, and Adriana Cruz.

The purpose of this presentation is to understand the Innovation District Concept and present the initial assessment.

Mr. Burke discussed the Brookings Institution Framework of an Innovation District and the 12 principles guiding these districts, which include:

1. The clustering of innovative sectors and research strengths is the backbone of innovation districts.
2. For innovation districts, convergence—the melding of disparate sectors and
disciplines—is king.
3. Districts are supercharged by a diversity of institutions, companies, and start-ups.
4. Connectivity and proximity are the underpinnings of strong district ecosystems.
5. Innovation districts need a range of strategies—large and small moves, long-term and immediate.
6. Programming is paramount.
7. Social interactions between workers—essential to collaboration, learning, and inspiration—occur in concentrated “hot spots.”
8. Make innovation visible and public.
9. Embed the values of diversity and inclusion in all visions, goals, and strategies.
11. Innovative finance is fundamental to catalyzing growth.
12. Long-term success demands a collaborative approach to governance.

Dr. Christopher Laing, Executive Director of Capital City Innovation, provided an update on the Central Austin Innovation District. Their focus is on healthy communities and this is anchored and supported by Dell Medical School, Dell Seton Medical Center, Central Health Brackenridge, Austin Chamber, and the Downtown Austin Alliance.

Staff does not have a specific boundary or mission statement outlined. So at this time Staff is only asking that Council plan on adopting a Resolution to:
1) Identify a district boundary around Downtown and STAR Park, and
2) Establish an "Innovation District Stakeholder Group" charged with:
   - Conducting an audit of assets
   - Establishing a governance structure
   - Developing an action plan

Dr. Walt Horton, Associate Vice President for Research and Federal Relations at Texas State University, expressed his support of an Innovation District.

Adriana Cruz, President of the Greater San Marcos Partnership, expressed her support and would like to see an Innovation District that connects Austin and San Antonio through San Marcos.

Council directed the Staff to move forward with the recommendations but boundaries need to be considered and identified. There were also questions of the "Innovation District Stakeholder Group" and the initial start up costs and
who will participate in this group. Some Council Members expressed their support in reaching out to the co-working space group and non-profit organizations.

EXECUTIVE SESSION

2. Executive Session item in accordance with Section §551.071 of the Texas Local Government Code, Consultation With Attorney, to seek advice of legal counsel regarding:
   A) Resolution 2018-95R, a subordination agreement with Goldman Sachs Mortgage Company and JPMorgan Chase Bank that subordinates the City’s Deed of Trust lien against the Embassy Suites Hotel Property securing a note in the principal amount of $1,500,000 to the lien of such entities securing their loan to JHQ Hotels, LLC. (a subsidiary of Atrium Hospitality) for the purchase of the hotel from JQH-San Marcos Development (a subsidiary of John Q. Hammons Hotels and Resorts) and
   B) Resolution 2018-96R, a loan assignment and assumption agreement between the City, JQH-San Marcos Development, LLC. (a subsidiary of John Q. Hammons Hotels and Resorts) and JHQ Hotels LLC. (a subsidiary of Atrium Hospitality) that assigns the duties and obligations of JQH Development LLC under various loan documents with the City related to the development of the Embassy Suites Hotel and Conference Center to JQHQ Hotels, LLC. in connection with the sale of the hotel from JQH-San Marcos Development, LLC to JQHQ Hotels LLC.

Mayor Thomaides adjourned into executive session at 4:45 p.m.

IV. Adjournment.

The City Council reconvened into Open Session at 6:00 p.m. Mayor Thomaides then adjourned the Work Session meeting of the San Marcos City Council at 6:00 p.m.

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

Notice of Assistance at the Public Meetings

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

With a quorum present, the regular meeting of the San Marcos City Council was called to order by Mayor Thomaides at 6:02 p.m. Tuesday, June 19, 2018 in the City Council Chambers, 630 E. Hopkins, San Marcos, Texas 78666.

II. Roll Call

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

III. Invocation

Pastor Chad Chaddick with First Baptist San Marcos provided this evening's invocation.

IV. Pledges Of Allegiance - United States And Texas

Council Member Gonzales led the assembly in the pledges of allegiance.

ACTION/DIRECTION FOLLOWING WORK SESSION EXECUTIVE SESSION

1. Consider action, by approval, or provide direction to Staff following the Executive Session conducted in accordance with Section §551.071 of the Texas Government Code, Consultation with Attorney, to seek advice of legal counsel regarding:

Resolution 2018-95R, a subordination agreement with Goldman Sachs Mortgage Company and JPMorgan Chase Bank that subordinates the City’s Deed of Trust lien against the Embassy Suites Hotel Property securing a note in the principal amount of $1,500,000 to the lien of such entities securing their loan to JDHQ Hotels, LLC. (a subsidiary of Atrium Hospitality) for the purchase of the hotel from JQH-San Marcos Development (a subsidiary of John Q. Hammons Hotels and Resorts); authorizing the City Manager to execute the subordination agreement on behalf of the City; and declaring an effective date.

A motion was made by Deputy Mayor Pro Tem Gregson, seconded by Council Member Hughson, that the City Council authorize the City Manager to execute the following documents:
A. An escrow agreement, providing for the deposit by JDHQ Hotels LLC of the sum of $1,500,000 into an escrow account held by the City or by a mutually agreed upon escrow agent, as a substitute form of security for that company’s performance of its obligations under the San Marcos Conference Center Lease Agreement.

B. The San Marcos Conference Center Side Agreement with JDHQ Hotels LLC providing for increased utilization by the City of the San Marcos Conference Center for City events, requiring podium signage to reflect City's ownership of the conference center and requiring JDHQ to complete certain improvements to the conference center on or before December 31, 2021.

C. A release of the second lien currently held by the City of San Marcos on the Embassy Suites hotel property to secure repayment of a real estate lien note in the sum of $1,500,000 payable to the City only in the event of a default by JDHQ Hotels LLC under the loan documents for the Embassy Suites Hotel and the San Marcos Conference Center.

The motion carried by the following vote:

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

Against: 0

2. Consider action, by approval, or provide direction to Staff following the Executive Session conducted in accordance with Section §551.071 of the Texas Government Code, Consultation with Attorney, to seek advice of legal counsel regarding:

Resolution 2018-96R, a loan assignment and assumption agreement between the City, JQH-San Marcos Development, LLC. (a subsidiary of John Q. Hammons Hotels and Resorts) and JDHQ Hotels LLC. (a subsidiary of Atrium Hospitality) that assigns the duties and obligations of JQH Development LLC under various loan documents with the City related to the development of the Embassy Suites Hotel and Conference Center to JDQH Hotels, LLC. in connection with the sale of the hotel from JQH-San Marcos Development, LLC to JDQH Hotels LLC.; authorizing the City Manager to execute the agreement on behalf of the City; and declaring an effective date.

A motion was made by Deputy Mayor Pro Tem Gregson, seconded by Council Member Hughson, to postpone, indefinitely, Resolution 2018-95R regarding the proposed subordination agreement and Resolution 2019-96R relating to the proposed loan assignment assumption agreement with JDHQ Hotels LLC because the escrow agreement replaces the loan and releases the second lien. The motion carried by the following vote:
V. 30 Minute Citizen Comment Period

Melissa Hodgkins, spoke on behalf of the Downtown Association. She read a letter into the record regarding the downtown parking item #30 on the agenda. She spoke about the board submitting their comments and approval of the primary action item. (Will get letter for the record)

Roland Saucedo, addressed the Council regarding the budget and asked that the Council be super conscience about doubling the number of code enforcement officers. There is a lot of talk in the community regarding the amount of time that it takes to get issues addressed due to the lack of staffing by the city. This will help in enforcing all city ordinances.

Kayli Head, expressed her support of the downtown parking association framework. She asked that the Main Street Advisory Board have a seat at the table for discussions. The recommendations presented are exciting and she looks forward to comments by council.

PRESENTATIONS

3. Receive a Staff presentation of the Quarterly Investment and Financial Reports, and provide direction to City Manager.

Heather Hurlbert, Finance Director, provided the Council with the quarterly investment and financial reports.
She provided the following regarding the revenues in our financial report:
General Fund-Favorable $1.9M or 4.46%
Sales tax collections above trend $2.0M due to City’s portion of the Best Buy revenue and overall Best Buy revenue above budget

Other fees/charges for services trending slightly below trend
W/WW-Unfavorable $979K or -5.07%
Primarily due to mild weather pattern. Anticipate volume pick up in Q3 due to hotter temperatures and irrigation increase

Electric-Unfavorable $962K or -3.39%
Primarily due to mild temperatures. Will see increase in usage in 3rd quarter due to hotter temperatures
Hotel/Motel Tax-Unfavorable $129K or -7.09%
Occupancy in line with prior years. Revenue decrease due to significantly lower average room rates. Anticipate increase in room nights during the summer will push room rates more in line with prior years.

Mrs. Hurlbert provided the following regarding the expenditures in our financial report:
General Fund-Favorable $280K or .83%
Due to vacancies and timing of contract payments

W/WW-Favorable $1.8M or 12.97%
Primarily due to timing of contract payments and capital expenditures

Electric-Favorable $3.6M or 12.6%
Reduced power purchases due to reduced usage, lower cost of power, and timing of contract payments and capital expenditures.

Mrs. Hurlbert then provided an update on our investment report.

CONSENT AGENDA

A motion was made by Deputy Mayor Pro Tem Gregson, seconded by Council Member Mihalkanin, to approve the Consent Agenda with the exception of items #11, 16, 20, 22, and 23 which were pulled and considered separately. The motion carried by the following vote:

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

Against: 0

4. Consider approval, by motion, of the following meeting Minutes:
   A) May 29, 2018 - Work Session Minutes
   B) May 29, 2018 - Regular Meeting Minutes
   C) June 5, 2018 - Work Session Minutes
   D) June 5, 2018 - Regular Meeting Minutes

5. Consider approval of Resolution 2018-97R, approving a third amendment to an Interlocal Agreement for Commercial Office Lease with Hays County for the WIC office at 401C Broadway Street for the purpose of extending the lease term for one additional year; authorizing the City Manager to execute said agreement; and declaring an effective date.

6. Consider approval of Resolution 2018-98R, approving a third amendment to an 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 agreement; and declaring an effective date.

7. Consider approval of Resolution 2018-99R, approving the award of a contract to DellEmc, Inc. For the Dell Servers and Hardware Licensing (#DIR-TSO-3763) with a total value estimated of $174,130.71; authorizing the City Manager or his designee to execute the said agreement on behalf of the City and declaring an effective date.

8. Consider approval of Resolution 2018-100R, authorizing the execution of an Advance Funding Agreement with the State of Texas, acting through the Texas Department of Transportation (CSJ No. 0914-33-078), for construction of a multi-use bike and pedestrian trail to begin east of the Hopkins Street Bridge and extend west of the Interstate Highway 35 southbound frontage road along the San Marcos River, with an estimated cost of participation by the City of $645,253; authorizing the City Manager to execute the Agreement on behalf of the City; and declaring an effective date.

9. Consider approval of Resolution 2018-101R, approving the award of a construction contract for Parks and Recreation Equipment and Installation (Buyboard Contract #512-16) to T.F. Harper and Associates, LP for the Dog Park Improvements Project in the estimated amount of $116,183.75, utilizing CDBG funds; authorizing the City Manager or his designee to execute the said agreement on behalf of the City and declaring an effective date.

10. Consider approval of Resolution 2018-102R, approving the award of a construction contract for Parks and Recreation Equipment and Installation (Buyboard Contract #512-16) to T.F. Harper and Associates, LP for the Dunbar Park Improvements Project in the estimated amount of $232,468.95, utilizing CDBG funds; authorizing the City Manager or his designee to execute the said agreement on behalf of the City and declaring an effective date.

11. Consider approval of Resolution 2018-103R, approving the award of a contract for minor construction (Choice Partners Cooperative Purchasing Contract #18/029JN) to Fence Lady, Inc. for the materials and construction of a pedestrian bridge in Ramon Lucio Park in the estimated amount of $263,106.05, funded by TML Insurance; authorizing the City Manager or his designee to execute the said agreement on behalf of the City and declaring an effective date.

A motion was made by Deputy Mayor Pro Tem Gregson, seconded by Mayor Pro Tem Prewitt, to approve Resolution 2018-103R. The motion carried by the following vote:

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

Against: 0
12. Consider approval of Resolution 2018-104R, approving the award of a professional services contract to Schrickel, Rollins and Associates, Inc. for the design of the Adult Softball Complex at the Gary Sports Complex with a total value estimated of $269,500.00; authorizing the City Manager or his designee to execute the said agreement on behalf of the City and declaring an effective date.

13. Consider approval of Resolution 2018-105R, approving and authorizing the termination for convenience of the agreement with Pike Electric, LLC for San Marcos Electric Utility related maintenance services (Contract Number 218-199); authorizing the City Manager or his designee to execute the said termination on behalf of the City.

14. Consider approval of Resolution 2018-106R, approving an Amended and Restated Airport Facility Lease Agreement for Commercial Fixed Base Operator (FBO) Use with Berry Aviation, Inc. for the FBO terminal facility and associated fueling facilities at the San Marcos Regional Airport; authorizing the City Manager to execute the Agreement; and declaring an effective date.

15. Consider approval of Resolution 2018-107R, approving an Amended and Restated Revised Lease of Unimproved Property for Construction and Operation of Business Facilities with Berry Aviation, Inc. for an aircraft hangar and tract of land at the San Marcos Regional Airport; authorizing the City Manager to execute the Agreement; and declaring an effective date.

16. Consider approval of Resolution 2018-108R, approving and authorizing the termination for convenience of the agreement with M2 Federal, Inc. concerning Hutchison Street Bio-Filtration Pond Improvements Project (contract number 218-153); authorizing the City Manager or his designee to execute the said termination on behalf of the City.

A motion was made by Mayor Pro Tem Prewitt, seconded by Deputy Mayor Pro Tem Gregson, to approve Resolution 2018-108R. The motion carried by the following vote:

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

Against: 0

17. Consider approval of Resolution 2018-109R, authorizing the City Manager or his designee to apply for flood protection grant funds from the Texas Water Development Board ("TWDB"); authorizing the City Manager to enter into a contract with the TWDB to receive such flood protection grant funds; authorize the matching of City funds; authorizing the matching of flood protection grant funds received from TWDB with CBDG-DR funds or in-kind services.

18. Consider approval of Resolution 2018-110R, approving the award of a construction contract to M.A. Smith Contracting Company, Inc. for the CM Allen Parkway Improvements Project in the estimated amount of $2,775,080.54; authorizing the City
Manager or his designee to execute the said agreement on behalf of the City and declaring an effective date.

19. Consider approval of Resolution 2018-111R, approving the authorized change in service to increase the value of the contract with Freese and Nichols, Inc. for the CDBG-DR Uhland Road Improvements Project in the amount of $109,570.00; authorizing the City Manager or his designee to execute the said authorized change in service on behalf of the City and declaring an effective date.

20. Consider approval of Resolution 2018-112R, approving the award of a contract to the Jacobs Project Management Company (RFQ 218-279) for Construction Project Management Services with maximum estimated contract value of $2,299,000; authorizing the City Manager or his designee to execute the said agreement on behalf of the City and declaring an effective date.

A motion was made by Deputy Mayor Pro Tem Gregson, seconded by Council Member Mihalkanin, to approve Resolution 2018-112R. The motion carried by the following vote:

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

Against: 0

21. Consider approval of Resolution 2018-113R, approving a contract between the City and the Texas Department of State Health Services, Vital Statistics Unit, for the provision of on-line vital statistic computer services for the City; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.

22. Consider approval of Resolution 2018-114R, approving the terms and conditions of a Joint Election Agreement between the City of San Marcos and Hays County for the holding of a joint election on November 6, 2018; authorizing the City Manager to execute the agreement on behalf of the City; authorizing the City Manager and City Clerk to negotiate minor revisions to this agreement; and declaring an effective date.

A motion was made by Council Member Mihalkanin, seconded by Council Member Gonzales, to approve Resolution 2018-114R. Direction was provided to staff to provide the Council with any updates regarding Election Legislation within the State Legislature or discussions with Hays County regarding the acquisition of new equipment.

Direction was provided to the City Manager to get quotes for election equipment so that financial planning could occur for any cost sharing to occur with Hays County.

The motion carried by the following vote:
23. Consider approval of Resolution 2018-115R, approving an Election Services Agreement with the Hays County Election Administrator, for her provision of Election Services for the City’s General Election to be held on November 6, 2018 and, if necessary, a Runoff Election to be held in accordance with State Law; Authorizing the City Manager to execute this agreement on behalf of the City; and declaring an effective date.

A motion was made by Council Member Hughson, seconded by Council Member Mihalkanin, to approve Resolution 2018-115R. The motion carried by the following vote:

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

24. Consider the Public Hearing Dates proposed by Staff regarding the 2018 Property Tax Rate and Fiscal Year 2018-2019 Budget, and provide direction to the City Manager.

25. Consider approval of a pay increase in the amount of $4,306.65 to City Clerk, Jamie Lee Case effective May 1, 2018.

26. Consider approval of a pay increase in the amount of $7,665.84 to City Attorney, Michael Cosentino effective May 1, 2018.

27. Consider approval of a pay increase in the amount of $5,100.00 to City Manager Bert Lumbreras effective May 1, 2018.

NON-CONSENT AGENDA

28. Consider approval of Ordinance 2018-18, on the first of two readings, amending the City’s 2017-2018 Fiscal Year budget to allocate a total of $314,000 of sales tax revenues in the general fund to the following programs in the following individual amounts: Homebuyer Incentive Program ($60,000); IT Security Review Project ($25,000), Facility Security Project ($100,000), CIS Software License Upgrade ($129,000) and adding full time equivalent positions in the Finance, Engineering, and Planning Departments to be paid with HUD Disaster Recovery funds; amending the staffing table for the Fire Department due to reclassification of positions performing the Fire Marshal function; and providing an effective date.

A motion was made by Deputy Mayor Pro Tem Gregson, seconded by Mayor Pro Tem Prewitt to approve Ordinance 2018-18, on the first of two readings. The motion carried by the following vote:
29. Consider approval of Resolution 2018-116R, adopting the Community Development Block Grant (CDBG) Action Plan that provides for the allocation of $649,948.00 CDBG funds for Program Year 2018; authorizing the City Manager or his designee to act as the official representative of the City in matters related to the CDBG program and action plan; and declaring an effective date.

A motion was made by Deputy Mayor Pro Tem Gregson, seconded by Mayor Pro Tem Prewitt, to approve Resolution 2018-116R. The motion carried by the following vote:

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

Against: 0

A motion was made by Council Member Gonzales, seconded by Council Member Mihalkanin, to reconsider Resolution 2018-116R. Discussion was held to decrease funding in the amount of $25,000 from the Acquisition of property item and give it to Southside – LMI Housing Rehabilitation. After discussion there were no amendments or further action.

30. Consider approval of Resolution 2018-117R, adopting the “Parking Program Framework Plan” as a guide for the development of a comprehensive and strategic approach to managing parking in and around Downtown San Marcos, identifying key program objectives, draft program vision and mission statements, a set of guiding principles, as well as a set of primary action items to guide program evolution and development; authorizing the City Manager to carry out parking management planning and operational activities on behalf of the City; and declaring an effective date.

Discussion was held regarding the fact that paid parking is under consideration within the caption of this item. In the future Council would like to see the term "paid parking" when discussing parking management.

Kevin Burke, Economic Development and Downtown Administrator, provided a brief update on the revised Parking Program Framework Plan and informed Council that many of the recommendations made by the downtown association were implemented into this plan. Mr. Burke also noted this is a working document and is not meant to be frozen but will be modified and improved based on the needs of the community.

Mayor Thomaides expressed his appreciation for the new parking spaces on
Council Member Derrick asked about the recommendations made by the downtown association specifically regarding the survey and parking benefit district. Mr. Burke went into detail and discussed the recommendations made by the downtown association which include: reducing the primary action items from 11 to 10 by combining two action items, breaking these into two categories of goals, and branding this framework as economic development.

Council Member Mihalkanin suggested looking into additional options for parking and not just on street paid parking. Dr. Mihalkanin inquired about a parking garage. Bert Lumbres, City Manager, addressed these concerns by stating the current strategy is to utilize the resources we already have which would include on street parking. When a parking garage is discussed this involves creating a structure that would be very costly due to the construction, operation, and maintenance.

One of the last steps includes Kimley Horn providing updated cost estimates and revenue projections. These will be brought back to Council after the new fiscal year.

A motion was made by Deputy Mayor Pro Tem Gregson, seconded by Council Member Derrick, to approve Resolution 2018-117R. The motion carried by the following vote:

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

Against: 1 - Council Member Mihalkanin

31. Consider approval of Resolution 2018-118R, approving amendments to the Affordable/Workforce Housing Policy relating to the definition of workforce housing and the criteria for the Low Income Housing Tax Credit Policy; and declaring an effective date.

A motion was made by Deputy Mayor Pro Tem Gregson, seconded by Council Member Gonzales, to approve Resolution 2018-118R. The motion carried by the following vote:

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

Against: 0

32. Consider approval of Resolution 2018-119R, approving the award of a contract to P3Works, LLC for consulting and administrative services concerning the Trace Public Improvement District; authorizing the City Manager or his designee to execute the said
agreement on behalf of the City and declaring an effective date.

A motion was made by Deputy Mayor Pro Tem Gregson, seconded by Mayor Pro Tem Prewitt, to approve Resolution 2018-119R. The motion carried by the following vote:

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

Against: 0

33. Discuss and consider the possible reassembling of the Trace Public Improvement District (PID) Project Committee, and provide direction to the City Manager.

Steve Parker, Assistant City Manager, provided an update to the Council regarding the request to reassemble the Trace Public Improvement District (PID) Project Committee to review deal terms and provide a recommendation to the City Council.

A motion was made to appoint Mayor Pro Tem Prewitt, Deputy Mayor Pro Tem Gregson and Council Member Mihalkanin to serve on the Trace Public Improvement District (PID) Project Committee. The motion carried by the following vote:

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

Against: 0

VI. Question and Answer Session with Press and Public.

None.

VII. Adjournment.

Mayor Thomaides adjourned the Regular Meeting of the San Marcos City Council Tuesday, June 19, 2018 @ 8:18 p.m.

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

With a quorum present, the joint workshop meeting of the San Marcos City Council and the San Marcos Parks and Recreation Advisory Board was called to order by Mayor Thomaides at 5:37 p.m. Wednesday, June 27, 2018 in Room 3 of the San Marcos Activity Center, 501 E. Hopkins, San Marcos, Texas 78666.

II. Roll Call


Council Member Hughson was absent.

1. Receive a presentation and update regarding the Parks Master Plan from Halff and Associates and hold discussion to include, but not limited to prioritization of priorities, and provide direction to the City Manager.

Mayor Thomaides thanked the Parks & Recreation Advisory Board for meeting with the Council and for their service. Drew Wells, Assistant Director of Community Services - Parks and Recreation Division, provided the Council and Parks & Recreation Advisory Board an overview of what has taken place regarding the Parks Master Plan up to this point and where the process will be going following this meeting. Mr. Wells then turned the meeting over to Mr. Adam Wood with Halff and Associates.

Mr. Wood provided that the agenda for the day would be regarding Chapter 3 and the top priorities within that chapter. He reviewed the prioritization results for Element 1: Parks and Facilities, Element 2: Athletics, Element 3: Recreation Programming and Events, Element 4: Greenspaces and Resource Protection, Element 5: Trails, Element 6: Maintenance and Operations, and
Element 7: Funding and Financing. Mr. Wood provided the overview of how recommendations were created. This included an online community survey, visioning workshops, stakeholder meetings, public open houses and a mid-point City Council briefing.

Ms. Bridgett Phillips, Chair of the Parks and Recreation Advisory Board, let the Council know that the rankings will be moving around because the Board did not have a sufficient amount of time to complete the survey to rank and provide feedback for all of the elements.

Discussion was held regarding the public meeting and feedback process and planning for maintenance and upkeep of the activity center and playscape. Concerns were voiced regarding citizen input and the Parks and Recreation Advisory Board being provided those comments. Mr. Wood stated that he learned that there was an expectation to hold meetings around town, but it was not included in their contract. He also claimed responsibility for the error of including that Economic Development San Marcos had input into the plan. Discussion was held among the Council to include them in the process.

Discussion was held regarding a Memorandum of Understanding with the Greenbelt Alliance.

Mayor Pro Tem Prewitt mentioned that the map needed to be updated to reflect that the San Marcos River Foundation owns land across from Cape's Dam.

Staff will adjust their timelines to provide more time for feedback and prioritization before moving forward with bringing it to Council for consideration.

III. Adjournment.

Mayor Thomaides adjourned the Joint Parks and Recreation Advisory Board/ City Council Workshop on Wednesday, June 27 2018 at 6:55 p.m.
I. Call To Order

With a quorum present, the special meeting of the San Marcos City Council was called to order by Mayor Thomaides at 5:28 p.m. Wednesday, June 27, 2018 in Room 3 of the San Marcos Activity Center, 501 E. Hopkins, San Marcos, Texas 78666.

II. Roll Call

Council Member Hughson was absent.

Present: 6 - Mayor Pro Tem Lisa Prewitt, Council Member Saul Gonzales, Deputy Mayor Pro Tem Scott Gregson, Council Member Melissa Derrick, Mayor John Thomaides and Council Member Ed Mihalkanin

Absent: 1 - Council Member Jane Hughson

Consider approval of Resolution 2018-120R, supporting the reversal of the Department of Homeland Security’s Family Separation Policies; and providing an effective date.

Main Motion: A motion was made by Mayor Pro Tem Prewitt, seconded by Council Member Derrick, to approve Resolution 2018-120R.

Motion to Amend: A motion was made by Mayor Pro Tem Prewitt, seconded by Deputy Mayor Pro Tem Gregson, to amend Resolution 2018-120R by inserting the following as a new Part 3, "The City of San Marcos also urges Congress to take action immediately to require the Department of Justice and the Department of Homeland Security to reunite separated children with their families without imposing a requirement that parents abandon their claims for asylum in the United States.", and inserting a new Part 4, "This Resolution shall be in full force and effect immediately from and after its passage." The motion carried by the following vote:

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

Against: 0

Absent: 1 - Council Member Hughson
Main Motion: to approve Resolution 2018-120R, as amended. The motion carried by the following vote:

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

Against:  0

Absent:  1 - Council Member Hughson

III. Adjournment.

Mayor Thomaides adjourned the Special Meeting of the San Marcos City Council, Wednesday, June 27 2018 at 5:37 p.m.

Jamie Lee Case, TRMC, City Clerk                                          John Thomaides, Mayor
AGENDA CAPTION:
Consider approval of Ordinance 2018-18, on the second of two readings, amending the City’s 2017-2018 Fiscal Year budget to allocate a total of $314,000 of sales tax revenues in the general fund to the following programs in the following individual amounts: Homebuyer Incentive Program ($60,000); IT Security Review Project ($25,000), Facility Security Project ($100,000), CIS Software License Upgrade ($129,000) and adding full time equivalent positions in the Finance, Engineering, and Planning Departments to be paid with HUD Disaster Recovery funds; amending the staffing table for the Fire Department due to reclassification of positions performing the Fire Marshal function; and providing an effective date.

Meeting date: August 7, 2018

Department: Finance-Heather Hurlbert, Finance Director

Amount & Source of Funding
Funds Required: $314,000
Account Number: 1000000-40025
Funds Available: $654,000
Account Name: Sales Tax Revenue

Fiscal Note:

City Council Strategic Initiative: [Please select from the dropdown menu below]
Stormwater
Workforce Housing
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.
Personnel Changes for Fire Marshal
At the May 1, 2018 City Council meeting, an amendment to the San Marcos Professional Firefighter’s Meet and Confer agreement was approved. This amendment moved the Fire Marshal function directly under the supervision of the Fire Chief as is customary in most city Fire Departments. Prior to this amendment, the Fire Marshal reported to the Neighborhood Services Director and had two dedicated positions to perform the various fire marshal duties. In February 2018, the two fire marshal positions resigned from the City of San
Marcos. The City has recently hired an experienced Fire Marshal to fill one of these vacant positions. The new Fire Marshal has performed a full review of what resources are needed to address this function properly within the City of San Marcos. Staff has reviewed this analysis and recommends that 4 dedicated positions be allocated to the Fire Marshal function. Two of the positions will come from the existing Fire staffing tables but will be reallocated to the Fire Marshal function and 2 position exist within the Marshal’s Office. No additional positions are needed to address these staffing assignments; however, a budget amendment is needed to reclassify two positions from Firefighter to Fire Captain, to reclassify the Assistant Fire Marshal position to a Fire Marshal position and a civilian Fire Inspection position to a civilian Administrative Assistant position. The cost to make these necessary changes is $23,000 and will be absorbed into the operating budget of the fire department. Direction was given at the May 1, 2018 City Council meeting to bring back a budget amendment to reclassify these positions.

**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.
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING THE CITY’S 2017-2018 FISCAL YEAR BUDGET TO ALLOCATE $314,000 OF SALES TAX REVENUES IN THE GENERAL FUND TO THE FOLLOWING PROGRAMS IN THE FOLLOWING INDIVIDUAL AMOUNTS: HOMEBUYER INCENTIVE PROGRAM ($60,000); IT SECURITY REVIEW PROJECT ($25,000), FACILITY SECURITY PROJECT ($100,000), CIS SOFTWARE LICENSE UPGRADE ($129,000); ADDING FULL TIME EQUIVALENT POSITIONS IN THE FINANCE, ENGINEERING, AND PLANNING DEPARTMENTS TO BE PAID WITH HUD DISASTER RECOVERY FUNDS; AMENDING THE STAFFING TABLE FOR THE FIRE DEPARTMENT DUE TO RECLASSIFICATION OF POSITIONS PERFORMING THE FIRE MARSHAL FUNCTION; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

In accordance with Section 8.16 of the City Charter, the City Council declares that a public necessity exists that requires an amendment to the City’s 2017-2018 Fiscal Year Budget.

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

SECTION 1. The City Budget Ordinance for the 2017-2018 Fiscal Year is amended as set forth in the attached Exhibit A.

SECTION 2. These revisions will be incorporated into the 2017-2018 Fiscal Year City Budget.

SECTION 3. If any word, phrase, clause, sentence, or paragraph of this ordinance is held to be unconstitutional or invalid by a court of competent jurisdiction, the other provisions of this ordinance will continue in force if they can be given effect without the invalid portion.

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

SECTION 5. This ordinance will take effect immediately after its passage, approval and adoption on second reading.

PASSED AND APPROVED on first reading on June 19, 2018.

PASSED, APPROVED AND ADOPTED on second reading on August 7, 2018.

John Thomaides
Mayor
Approved: Michael J. Cosentino
City Attorney

Attest: Jamie Lee Case
City Clerk
The City Council gave direction at the May 29th Budget Workshop for a budget amendment to be brought back for a $60,000 increase to the Homebuyer Incentive Program due to the success and high use of the program. The City Council held a budget workshop on June 13th and direction was given on 3 additional one-time adjustments to the FY 2018-2019 Budget which includes the following: 1. IT Security Review in the amount of $25,000 which will review any potential IT internal security issues the City may have. 2. $100,000 for facility Security Improvements including video and alarm improvements. 3. Police Software in the amount of $129,000 which allow for mobile report writing in the field.

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AGENDA CAPTION:
Consider approval of Resolution 2018-121R, approving contracts through Ochs, Inc. with Minnesota Life Insurance Company, and Madison National Life Insurance Company for Basic Term Life, Voluntary Life, AD&D, and Long Term Disability Administration (RFP 218-172), for an estimated annual amount of $90,000.00 with expected growth each year for city employee pool growth in an amount not to exceed $567,130.00; authorizing the City Manager or his designee to execute the appropriate documents on behalf of the City; and declaring an effective date.

Meeting date: August 7, 2018

Department: Human Resources Department - Linda Spacek, Director (By Lynda Williams, Purchasing Manager)

Amount & Source of Funding
Funds Required: estimated $90,000 the first year with an estimated total cost of $567,130 over a five (5) year term.

Account Number: 50065 Object Code for all Departments
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.
Background Information:
On May 30, 2018, the City received nine (9) proposals for Basic Term Life and AD&D, Voluntary Life and AD&D, and Long Term Disability Administration (RFP 218-172). An evaluation committee of City staff reviewed, evaluated, and scored the proposals according to the evaluation criteria established in the Request for Proposals (RFP).

Three (3) firms were subsequently interviewed and the evaluation team concluded that OCHS, Inc., located in St. Paul, Minnesota, A Securian Company, underwritten by Minnesota Life Insurance Company, and Madison National Life Insurance Company, was the most highly qualified proponent providing the most competitive benefits for City of San Marcos. Because of the competitive rates the City was able to negotiate with OCHS, the City is able to continue the current $25,000 Basic Term Life Insurance as well as provide Long Term Disability Insurance for employees.

The City has completed the application for these services with OCHS, Inc. This request is for Council's approval that the final policies be negotiated by staff and executed by the city manager for an estimated annual contract cost of $90,000 in the first year with an estimated total cost of $567,130 over a five (5) year term which provides for increase in employee head count.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:
RESOLUTION 2018-                     R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING CONTRACTS THROUGH OCHS, INC. WITH MINNESOTA LIFE INSURANCE COMPANY, AND MADISON NATIONAL LIFE INSURANCE COMPANY FOR BASIC TERM LIFE, VOLUNTARY LIFE, AD&D, AND LONG TERM DISABILITY ADMINISTRATION (RFP 218-172), FOR AN ESTIMATED ANNUAL AMOUNT OF $90,000.00 WITH EXPECTED GROWTH EACH YEAR FOR CITY EMPLOYEE POOL GROWTH IN AN AMOUNT NOT TO EXCEED $567,130.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE 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 contracts through Ochs, Inc. with Minnesota Life Insurance Company, and Madison National Life Insurance Company for basic term life, voluntary life, an ad&d, and long term disability administration (RFP 218-172), for an estimated annual amount of $90,000.00 with expected growth each year for city employee pool growth in an amount not to exceed $567,130.00 is approved.

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

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

ADOPTED this the 7th day of August 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
RFP SUBMITTAL LOG
Basic Term Life and AD&D, Voluntary Life and AD&D, and
Long Term Disability Administration
May 30, 2018, 2:00 P.M.

RFP 218-172

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WITNESSED BY: [Signatures] 5/30/18
AGENDA CAPTION:
Consider approval of Resolution 2018-122R, approving an Advance Funding Agreement with the State of Texas, acting through the Texas Department of Transportation (CSI No. 0914-33-077), for the Downtown Accessible Traffic Signal Pedestrian Improvement Project, with an estimated cost of participation by the City of $40,973; authorizing the City Manager to execute the agreement on behalf of the City; and declaring an effective date.

Meeting date: 8/7/2018

Department: Public Services - Transportation

Amount & Source of Funding
Funds Required: $40,973
Account Number: 50036712-70300
Funds Available: $40,973
Account Name: Traffic Signal Maintenance

Fiscal Note:

Prior Council Action:

City Council Goal: [Please select goal from dropdown menu below]
Goal #5 Maintain & Improve City's Infrastructure
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 - Multimodal transportaion network to improve accessibility and mobility, minimize congestion and reduce pollution
☐ Not Applicable
Master Plan: [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]

Transportation Master Plan

Background Information:
In 2017, The Texas Department of Transportation (TxDOT) held a statewide Call for Projects for the Transportation Alternatives Set-Aside (TASA) Program which provides funding to construct alternative transportation projects that improve mobility for non-motorized users and mitigates congestion by providing transportation options. The City’s Downtown Accessible Pedestrian Traffic Signal Improvement project application was selected for federal funding in the amount of $163,894.

The Downtown Accessible Pedestrian Traffic Signal Project is an Americans with Disabilities (ADA) accessibility project that will improve safety and accessibility for all ages and abilities at major pedestrian crossings in downtown San Marcos. Unlike other accessibility projects that focus only on ADA ramps for mobility issues, the Downtown Accessible Pedestrian Traffic Signal Project will address all disabilities: mobility, vision, hearing, and speech disabilities.

The Downtown Accessible Pedestrian Traffic Signal Project will provide accessibility features for all disabilities including:
• ADA-compliant Sidewalk ramps for individuals with mobility disabilities
• Countdown pedestrian signal heads for individuals with hearing disabilities
• Audible walk signal indications for individuals with visual disabilities
• Vibrotactile push buttons for individuals with visual and hearing disabilities

The total project cost is $204,868. The federal contribution of $163,894 is 80% of the project cost. The City’s contribution of $40,973 is 20% of the project cost.

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

Alternatives:
Click or tap here to enter text.

Recommendation:
Approve resolution for TASA project award and execution of the Advance Funding Agreement (AFA).
RESOLUTION NO. 2018- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING AN ADVANCE FUNDING AGREEMENT WITH THE STATE OF TEXAS, ACTING THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION (CSJ NO. 0914-33-077), FOR THE DOWNTOWN ACCESSIBLE TRAFFIC SIGNAL PEDESTRIAN IMPROVEMENT PROJECT, WITH AN ESTIMATED COST OF PARTICIPATION BY THE CITY OF $40,973; 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 attached Advance Funding Agreement with the State of Texas, acting through the Texas Department of Transportation (CSJ No. 0914-33-077) for the Downtown Accessible Traffic Signal Pedestrian Improvement Project (the “Agreement”), is approved.

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

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

ADOPTED on August 7, 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
FOR A TRANSPORTATION ALTERNATIVES
SET-ASIDE (TASA) PROGRAM PROJECT
State-Selected On-System

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project (“Agreement”) is made between the State of Texas (State), acting through the Texas Department of Transportation, and the City of San Marcos (Local Government), acting through its duly authorized officials.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as San Marcos – Downtown Accessible Pedestrian Traffic Signal Improvements (Project), and

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 115076 (MO) dated October 26, 2017 awarding funding for TASA projects in the 2017 TASA Program Call of the State, including Project, and
WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated 08/07/2018, which is attached to and made a part of this Agreement as Attachment A, Resolution or Ordinance. A map showing the Project location appears in Attachment B, Project Location Map, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance
   A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.
   B. Period of Performance.
      1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
      2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project
   A. This project will upgrade pedestrian crossings at nine intersections in downtown San Marcos. Improvements include countdown pedestrian signal heads, audible & vibrotactile push buttons, Accessible Pedestrian Traffic Signal (APS) controllers, and ADA compliant ramps. These pedestrian improvements expand mobility and install needed APS infrastructure for those with vision and hearing disabilities.
   B. Any project changes proposed must be submitted in writing by Local Government to State. Changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds
   The total estimated development cost of the Project is shown in Attachment C, Project Budget Estimate and Source of Funds (Attachment C).
   A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification

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in accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The total estimated project cost as shown in Attachment C includes the Local Government’s estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State’s In-Kind Match Reporting form.

C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

D. The Project budget and source of funds estimate based on the budget provided in the nomination form is included in Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.

E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.

F. Local Government will be responsible for all non-federal participation costs associated with Project, including any overruns in excess of Project’s estimated budget and any operating or maintenance expenses.

G. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment C for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment C for State’s estimated construction oversight and construction cost.

H. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment C and 100 percent of any overruns above the federally authorized amount.
Local Government will make payment to State within 30 days from receipt of State’s written notification.

I. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the “Texas Department of Transportation”. The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.

J. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.

K. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State’s notification.

L. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.

M. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

N. State will not pay interest on any funds provided by Local Government.

O. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.

P. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.

Q. If Local government is an Economically Disadvantaged County (EDC) and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
4. **Termination of the Agreement**
   A. This Agreement may be terminated by any of the following conditions:
      1. By mutual written consent and agreement of all parties;
      2. By any party with 90 days written notice; or
      3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
   B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
   C. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State’s cost accounting system and with 2 CFR Part 200 recapture requirements.
   D. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
      2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
      3. Local Government withdraws from participation in Project.
      4. State determines that federal funding may be lost due to Project not being implemented and completed.
      5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
      6. The associated FPAA is not issued by the end of the third federal fiscal year following the federal fiscal year for which the funds are authorized. Federal fiscal years run October 1 through September 30.
      7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.
   E. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. **Amendments**
   This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.
6. Remedies
This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities
Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government’s failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. Unless specified in (1) the nomination form approved by State or MPO in consultation with State and (2) this agreement, Local Government will not be reimbursed with federal or state funds for the cost of required utility work. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State’s request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

8. Environmental Assessment and Mitigation
Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.
A. Local Government is responsible for the identification and assessment of any environmental problems associated with the development of Project.
B. Local Government is responsible for the cost of any environmental problem’s mitigation and remediation. These costs will not be reimbursed or credited towards Local Government’s financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.
C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Accessibility Standards
All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services
A. Architectural and engineering services for preliminary engineering will be provided by Local Government. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. For State-selected projects, architectural and engineering services are not eligible for TASA reimbursement.

B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior’s Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State’s applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials’ (“AASHTO”) publications, “A Policy on Geometric Design of Highways and Streets” and “Guide for the Development of Bicycle Facilities,” as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.

D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities
A. Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.
B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.

C. All contract change order review and approval procedures must be approved by State prior to start of construction.

D. Upon completion of Project, the party constructing Project will issue and sign a “Notification of Completion” acknowledging Project’s construction completion.

E. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form “FHWA-1273” in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.

F. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period of time commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project’s original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.
C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.

D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

13. Right of Way and Real Property Acquisition

A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.

B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, and (2) Local Government, otherwise. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.

E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.

F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the
documentation and reports used in calculating each parcel’s value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values.

G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.

H. NOT APPLICABLE Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State’s predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title.

I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.

J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment as outlined in 43 Tex. Admin. Code §11.317. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

K. Local Government shall execute individually or produce a legal document as necessary to provide for Project’s continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.

L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State’s Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project’s continued use and upkeep.

M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall
provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a “Loss Payee” should the building be destroyed.

15. Notices
All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

<table>
<thead>
<tr>
<th>Local Government:</th>
<th>State:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of San Marcos</td>
<td>Texas Department of Transportation</td>
</tr>
<tr>
<td>ATTN: Asst. Director of Public Services</td>
<td>ATTN: Director of Contract Services</td>
</tr>
<tr>
<td>630 East Hopkins Street</td>
<td>125 E. 11th Street</td>
</tr>
<tr>
<td>San Marcos, TX 78666</td>
<td>Austin, TX 78701</td>
</tr>
</tbody>
</table>

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

16. Legal Construction
In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties
Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents
Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.
19. **Document and Information Exchange**

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State’s document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

20. **Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

21. **Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement’s subject matter.

22. **Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

23. **Procurement and Property Management Standards**

The parties to this Agreement shall adhere to the procurement standards established in Title 49 CFR §18.36, to the property management standards established in 2 CFR 200. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government’s procurement procedures for purchases to be eligible for state or federal funds.

24. **Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for three (3) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.
25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
   2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In
addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:


B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).


F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. **Disadvantaged Business Enterprise Program Requirements**
   A. The parties shall comply with the Disadvantaged Business Enterprise ("DBE") Program requirements established in 49 CFR Part 26.
   B. Local Government shall adopt, in its totality, State's federally approved DBE program.
   C. Local Government shall set an appropriate DBE goal consistent with State's DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
   D. Local Government shall follow all other parts of State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address: [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
   E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).
   F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate."

28. **Debarment Certifications**
   The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with
any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification
In executing this Agreement, each signatory certifies to the best of that signatory’s knowledge and belief, that:
A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements
A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: [http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf](http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf) and [http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf](http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf).
B. Local Government agrees that it shall:
1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more
than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is https://www.sam.gov/portal/public/SAM/.

2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website http://fedgov.dnb.com/webform; and

3. Report the total compensation and names of its top five executives to State if:
   a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report
   A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.
   B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
   C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: We did not meet the $______ expenditure threshold and therefore, are not required to have a single audit performed for FY______.
   D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.
32. **Signatory Warranty**

   Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

   **THIS AGREEMENT IS EXECUTED** by the State and the Local Government.

   
<table>
<thead>
<tr>
<th>THE STATE OF TEXAS</th>
<th>THE LOCAL GOVERNMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>Kenneth Stewart</td>
<td>John Thomaides</td>
</tr>
<tr>
<td>Typed or Printed Name</td>
<td>Typed or Printed Name</td>
</tr>
<tr>
<td>Director of Contract Services</td>
<td>Mayor</td>
</tr>
<tr>
<td>Typed or Printed Title</td>
<td>Typed or Printed Title</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
<tr>
<td>TxDOT:</td>
<td>Federal Highway Administration:</td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>-------------------------------------------------</td>
</tr>
<tr>
<td>CSJ #</td>
<td>CFDA No.</td>
</tr>
<tr>
<td>0914-33-077</td>
<td>20.205</td>
</tr>
<tr>
<td>District #</td>
<td>CFDA Title</td>
</tr>
<tr>
<td>14 - Austin</td>
<td>Highway Planning and Construction</td>
</tr>
<tr>
<td>Code Chart 64 #</td>
<td></td>
</tr>
<tr>
<td>37950 - City of San Marcos</td>
<td></td>
</tr>
<tr>
<td>Project Name</td>
<td></td>
</tr>
<tr>
<td>San Marcos – Downtown Accessible Pedestrian Traffic Signal Improvements</td>
<td></td>
</tr>
<tr>
<td></td>
<td>AFA Not Used For Research &amp; Development</td>
</tr>
</tbody>
</table>

ATTACHMENT A
RESOLUTION OF LOCAL GOVERNMENT
ATTACHMENT B
PROJECT LOCATION MAP

Downtown Accessible Pedestrian Traffic Signals

Traffic Signals
Streets
Buildings
Downtown District
Texas State University

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. To learn more about this product, contact your local TxDOT office.
### ATTACHMENT C

**PROJECT ESTIMATE AND SOURCE OF FUNDS**

LG Performs PE Work or Hires Consultant / LG Lets Project for Construction

<table>
<thead>
<tr>
<th>Description of Project Costs to be Incurred</th>
<th>Total Project Cost Estimate</th>
<th>Federal Participation</th>
<th>State Participation</th>
<th>Local Government Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>%</td>
<td>Cost</td>
<td>%</td>
</tr>
<tr>
<td>Planning/Maps/Education/Non-CST</td>
<td>$0</td>
<td>0%</td>
<td>$0</td>
<td>0%</td>
</tr>
<tr>
<td>Preliminary Engineering</td>
<td>$0</td>
<td>0%</td>
<td>$0</td>
<td>0%</td>
</tr>
<tr>
<td>Environmental Cost</td>
<td>$0</td>
<td>0%</td>
<td>$0</td>
<td>0%</td>
</tr>
<tr>
<td>Right of Way</td>
<td>$0</td>
<td>0%</td>
<td>$0</td>
<td>0%</td>
</tr>
<tr>
<td>Utilities</td>
<td>$0</td>
<td>0%</td>
<td>$0</td>
<td>0%</td>
</tr>
<tr>
<td>Construction Cost</td>
<td>$178,145</td>
<td>80%</td>
<td>$142,516</td>
<td>0%</td>
</tr>
<tr>
<td>Eligible In-Kind Contribution Value</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Construction Value</td>
<td>$178,145</td>
<td></td>
<td>$142,516</td>
<td>0%</td>
</tr>
<tr>
<td>Work by LG Subtotal</td>
<td>$178,145</td>
<td></td>
<td>$142,516</td>
<td>0%</td>
</tr>
</tbody>
</table>

**Work Performed by the State (Local Participation paid up front by LG to TxDOT)**

<table>
<thead>
<tr>
<th></th>
<th>Total Project Cost Estimate</th>
<th>Federal Participation</th>
<th>State Participation</th>
<th>Local Government Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>%</td>
<td>Cost</td>
<td>%</td>
</tr>
<tr>
<td>Preliminary Engineering</td>
<td>$0</td>
<td>0%</td>
<td>$0</td>
<td>0%</td>
</tr>
<tr>
<td>Environmental Cost</td>
<td>$0</td>
<td>0%</td>
<td>$0</td>
<td>0%</td>
</tr>
<tr>
<td>Right of Way</td>
<td>$0</td>
<td>0%</td>
<td>$0</td>
<td>0%</td>
</tr>
<tr>
<td>Utilities</td>
<td>$0</td>
<td>0%</td>
<td>$0</td>
<td>0%</td>
</tr>
<tr>
<td>Construction</td>
<td>$0</td>
<td>0%</td>
<td>$0</td>
<td>0%</td>
</tr>
<tr>
<td>Work by State Subtotal</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight

<table>
<thead>
<tr>
<th>Description of Project Costs to be Incurred</th>
<th>Total Project Cost Estimate</th>
<th>Federal Participation</th>
<th>State Participation</th>
<th>Local Government (LG) Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Engineering¹</td>
<td>$4,009</td>
<td>80%</td>
<td>$3,208</td>
<td>20%</td>
</tr>
<tr>
<td>Environmental Cost¹</td>
<td>$2,672</td>
<td>80%</td>
<td>$2,138</td>
<td>20%</td>
</tr>
<tr>
<td>Right of Way¹</td>
<td>$802</td>
<td>80%</td>
<td>$641</td>
<td>20%</td>
</tr>
<tr>
<td>Utilities¹</td>
<td>$534</td>
<td>80%</td>
<td>$427</td>
<td>20%</td>
</tr>
<tr>
<td>Construction²</td>
<td>$18,705</td>
<td>80%</td>
<td>$14,964</td>
<td>20%</td>
</tr>
<tr>
<td>Direct State Costs Subtotal</td>
<td>$26,722</td>
<td>80%</td>
<td>$21,378</td>
<td>20%</td>
</tr>
<tr>
<td>Indirect State Cost</td>
<td>$10,582</td>
<td>100%</td>
<td>$10,582</td>
<td>$0</td>
</tr>
<tr>
<td><strong>TOTAL PARTICIPATION</strong></td>
<td><strong>$215,449.00</strong></td>
<td><strong>$163,894</strong></td>
<td><strong>$10,582</strong></td>
<td><strong>$40,973</strong></td>
</tr>
</tbody>
</table>

#### In-kind Contribution Credit Applied

<table>
<thead>
<tr>
<th>In-kind Contribution Credit Applied</th>
<th>%</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0%</td>
<td>$0</td>
</tr>
<tr>
<td><strong>TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION</strong></td>
<td>$40,973</td>
<td></td>
</tr>
</tbody>
</table>

- The estimated total participation by Local Government is $40,973, plus 100% of overruns.
- Total estimated payment by Local Government to State is $5,344.
- Local Government’s first payment of $1,603 is due to State within 30 days from execution of this contract.
- Local Government’s second payment of $3,741 is due to State within 60 days prior to the Construction contract being advertised for bids.
- If ROW is to be acquired by State, Local Government’s share of property cost will be due prior to acquisition.
- The local match must be 20% or greater and may include eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- This is an estimate, the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are $163,894.
Typical Accessible Pedestrian Traffic Signal (APS) Features

Countdown Ped Head
For Hearing Disabilities

Audible & Vibrotactile Push Button
For Visual Disabilities

Compliant Accessible Heights
For Mobility Disabilities

ADA Compliant Sidewalk Ramp
For Mobility Disabilities

APS Controller
ACCESSIBLE PEDESTRIAN TRAFFIC SIGNAL (APS) LOCATION MAP

LEGEND
- PROPOSED APS
- EXISTING APS
AGENDA CAPTION:
Consider approval of Resolution 2018-123R, approving a contract with Unifirst, Inc. for Uniform Rental and Laundering Services (IFB 218-314), for an estimated amount of $162,917.80; authorizing the City Manager to execute the appropriate documents on behalf of the City; and declaring an effective date.

Meeting date: August 7, 2018

Department: Public Services Department - Tom Taggart, Executive Director Public Services (By Lynda Williams, Purchasing Manager)

Amount & Source of Funding
Funds Required: $6,788 FY18, $156,129 FY19 & FY20
Account Number: General Fund-53160, Drainage Fund-53160, Water/Wastewater Fund-53160
Funds Available: General Fund-$3,462, Drainage Fund-$476, Water/Wastewater Fund-$2,850 or tap here to enter text.
Account Name: Uniforms

Fiscal Note:

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

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

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

☐ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☐ Land Use - Choose an item.
☐ Neighborhoods & Housing - Choose an item.
☐ Parks, Public Spaces & Facilities - Choose an item.
☐ Transportation - Choose an item.
Master Plan: [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]
Choose an item.

Background Information:
The City’s current five (5) year contract for uniform rental and laundering ends on August 31, 2018.

On July 16, 2018, two (2) bids were received for 218-314, Uniform Rental and Laundering Services. Bids were reviewed and assessed by representatives of various City departments (Public Services, Transportation, Water Waste Water, Water Quality, Fleet, Community Services, Parks/Recreation, and Capital Improvements/Engineering Departments). Staff’s recommendation for award is to the lowest responsible responsive bidder who provides the best value to the City of San Marcos for the amount of $162,917.80. The recommended bidder is UniFirst Corporation, located in Austin, Texas.

The initial two (2) year term of the contract will be effective on September 1, 2018, through August 31, 2020 with three (3) optional one (1) year term extensions.

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 UniFirst Corporation, Austin, Texas in the amount of $162,917.80.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING A CONTRACT WITH UNIFIRST, INC. FOR UNIFORM RENTAL AND LAUNDERING SERVICES (IFB 218-314), FOR AN ESTIMATED AMOUNT OF $162,917.80; AUTHORIZING THE CITY MANAGER TO EXECUTE THE 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 contract with Unifirst, Inc. for uniform rental and laundering services (IFB 218-314), for an estimated amount of $162,917.80 is approved.

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

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

ADOPTED this the 7th day of August 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unifirst Corporation, Austin Texas</td>
<td>$162,917.80</td>
</tr>
<tr>
<td>Cintas Corporation, Round Rock Texas</td>
<td>$120,507.02</td>
</tr>
</tbody>
</table>

WITNESSED BY:

[Signatures]
AGENDA CAPTION:
Consider approval of Resolution 2018-124R, approving the award of a contract to Texas Disposal Systems, Inc. for Street Sweeping and Storm Water Pond Waste Disposal (IFB 218-273) with an estimated value of $110,000.00; authorizing the City Manager or his designee to execute the said agreement on behalf of the City and declaring an effective date.

Meeting date: August 7, 2018

Department: Public Services Department - Tom Taggart, Executive Director Public Services (By Lynda Williams, Purchasing Manager)

Amount & Source of Funding
Funds Required: $110,000.00 for FY2019
Account Number: 2006301.52330 and 20006300.52305
Funds Available: Appropriated through FY2019 budget
Account Name: Drainage Special Services

Fiscal Note:

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

City Council Strategic Initiative: [Please select from the dropdown menu below]
Stormwater
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:
This is an annual contract for a waste disposal site for street sweeping and storm water pond refuse effective September 1, 2018 through August 30, 2019. Within the terms and conditions of the contract, the City has the option to extend the term for four (4) additional one (1) year periods. Contract extensions may be awarded administratively in the form of a letter of agreement signed by the Purchasing Manager.

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

Alternatives:
Click or tap here to enter text.

Recommendation:
On June 21, 2018, one (1) bid was received for Waste Disposal of Street Sweeping and Storm Water Management Pond Waste, Bid # 218-273. Solicitation efforts included notifying three (3) local waste disposal providers via email and invited to register on the COSM bidding site, advertising in the local newspaper, posting on the Electronic State Business Daily (ESBD) site, Texas Purchasing Group site, Twitter, Facebook and COSM cable.

Shawn Wolfshohl, Storm Water Systems Manager, reviewed the bidder’s experience and the bid of $110,000.00 and recommends award to Texas Disposal Systems, Inc., Creedmoor, Texas.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING THE AWARD OF A CONTRACT TO TEXAS DISPOSAL SYSTEMS, INC. FOR STREET SWEEPING AND STORM WATER POND WASTE DISPOSAL (IFB 218-273) WITH AN ESTIMATED VALUE OF $110,000.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE SAID AGREEMENT ON BEHALF OF THE CITY AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The award of a contract to Texas Disposal Systems, Inc. for street sweeping and storm water pond waste disposal (IFB 218-273) with an estimated value of $110,000.00 is approved.

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

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

ADOPTED this the 7th day of August 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
## BID TABULATION

**Waste Disposal of Street Sweeping and Storm Water Management Pond Waste**

June 21, 2018, at 2:00 p.m.

**IFB 218-273**

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas Disposal Systems, Inc.</td>
<td>$110,000.00</td>
</tr>
<tr>
<td>Creedmoor, Texas</td>
<td></td>
</tr>
</tbody>
</table>

WITNESSED BY: [Signatures]

[Signature 1]

[Signature 2]
AGENDA CAPTION:
Consider approval of Resolution 2018-125R, approving amendments that extend the terms for five additional years of a non-exclusive license agreement for the use of Public Rights-Of-Way and a License Agreement for attachments to Utility Facilities, each with ATC Outdoor DAS, LLC. related to the installation of Distributed Antenna Systems ("DAS") in the City; authorizing the City Manager to execute these amendments on behalf of the City; and declaring an effective date.

Meeting date: August 7, 2018

Department: Public Services - Electric Division

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

Fiscal Note:

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

City Council Strategic Initiative: [Please select from the dropdown menu below]

City Facilities
Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☐ Land Use - Choose an item.
☐ Neighborhoods & Housing - Choose an item.
☒ Parks, Public Spaces & Facilities - Choose an item.
☐ Transportation - Choose an item.
☐ Not Applicable
State law provides that certain certificated telecommunications providers, including providers of distributed antenna systems, may use municipal rights-of-way and facilities for installation of telecommunications facilities.

In 2011, the City entered into license agreements with ATC Outdoor LLC for use of both the City’s rights-of-way and certain utility facilities (primarily electric utility poles). Although state law allows ATC to use the City’s rights-of-way and facilities, the City is allowed to establish certain conditions for such use. Thus, these agreements protect the City by providing strict terms and conditions for ATC’s use of City property, including requirements for coordination with SMEU or the City’s Transportation Division, requirements for engineering data to ensure no damage to or interference with City property, and requirements for restoration of streets after excavation.

The terms of each agreement ended in 2016 and continued on a month-to-month basis. City staff and ATC seek to renew each agreement for five additional years with options to renew thereafter, unless either party terminates at the end of five years.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Staff recommends approval of the amendments.
RESOLUTION NO. 2018- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING AMENDMENTS THAT EXTEND THE TERMS FOR FIVE ADDITIONAL YEARS OF A NON-EXCLUSIVE LICENSE AGREEMENT FOR THE USE OF PUBLIC RIGHTS-OF-WAY AND A LICENSE AGREEMENT FOR ATTACHMENTS TO UTILITY FACILITIES, EACH WITH ATC OUTDOOR DAS, LLC, RELATED TO THE INSTALLATION OF DISTRIBUTED ANTENNA SYSTEMS (“DAS”) IN THE CITY; AUTHORIZING THE CITY MANAGER TO EXECUTE THESE AMENDMENTS ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The attached First Amendment to Non-Exclusive License Agreement for the Use of Public Rights-of-Way and First Amendment to License Agreement for Attachments to Utility Facilities (the “Amendments”) between the City of San Marcos and ATC Outdoor DAS, LLC. are hereby approved.

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

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

ADOPTED on August 7, 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
FIRST AMENDMENT TO NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN
THE CITY OF SAN MARCOS AND ATC OUTDOOR DAS, LLC
FOR THE USE OF PUBLIC RIGHTS-OF-WAY
AMERICAN TOWER SITE NO. 346132

This FIRST AMENDMENT NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN
THE CITY OF SAN MARCOS AND ATC OUTDOOR DAS, LLC FOR THE USE OF
PUBLIC RIGHTS-OF-WAY (“First Amendment”) made as of the latter of the two signature
dates below (“First Amendment Effective Date”) between the CITY OF SAN MARCOS,
a municipal corporation and home-rule municipality of the State of Texas (“Licensor” or “City”),
and ATC OUTDOOR DAS, LLC, a limited liability company. (“Licensee” or “ATC”).

RECITALS

WHEREAS, the City and ATC entered into a certain Non-Exclusive License Agreement dated
October 18, 2011 (“License Agreement”), for the purpose of ATC installing, maintaining and
operating a DAS Network as defined in the License Agreement and pursuant to state and federal
laws; and

WHEREAS, the term of the License Agreement was for five (5) years, commencing on October
18, 2011; and

WHEREAS, the term of the License Agreement expired on October 17, 2016; and

WHEREAS, notwithstanding the expiration of the License Agreement, the License Agreement
has continued in full force and effect on a month-to-month basis from October 18, 2016 through
the First Amendment Effective Date; and

WHEREAS, the City and ATC desire to amend and modify the License Agreement as set forth
in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for
other good and valuable consideration, the receipt and sufficiency of which the parties hereby
acknowledge, the City and ATC agree as follows:

1. Recitals True. The recitals set forth above are agreed to be correct and are
incorporated herein. All capitalized terms used and not otherwise defined in this First
Amendment, but defined in the License Agreement, shall have the meaning set forth in the
License Agreement.

2. Term.

   (a) Section 1(l) of the License Agreement is hereby deleted in its entirety and
   replaced with the following provisions:

   “Term” means the period of time commencing of the First Amendment Effective
   Date and ending five (5) years later.
Section 4 of the License Agreement is hereby deleted in its entirety and replaced with the following provision:

The License Term and the rights, privileges and authority hereby granted shall be in force and effect for a term beginning upon the First Amendment Effective Date, and shall continue in effect for a term of five (5) years (the “Term”).

3. **License Renewal Procedures.** Section 26 of the License Agreement is hereby deleted in its entirety and replaced with the following provision:

The License Agreement will be automatically renewed for successive five (5) years terms, unless either party has given written notice to the other party at least ninety (90) days prior to the expiration of the then current term of that party’s intention not to renew the License Agreement.

4. **Miscellaneous.**

(a) **All Other License Agreement Terms in Effect.** Except to the extent the License Agreement is modified by this First Amendment, all other terms and conditions of the License Agreement will continue in full force and effect, and are hereby ratified and confirmed. In the event of a conflict between the terms of the License Agreement and the terms of this First Amendment, the terms of this First Amendment shall prevail. All captions are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.

(b) **Entire Agreement.** This First Amendment represents the entire agreement of the City and ATC with respect to the subject matter hereof, and the terms hereof shall not be amended or changed by any oral representation or agreement. To be effective, any amendments to the License Agreement shall be in writing and shall be executed by both parties hereto.

(c) **Counterparts.** This First Amendment may be executed in counterparts, including counterparts transmitted by electronic mail, each of which shall be deemed an original, but all of which, together, shall constitute one amendment.

(d) **Authority.** Each signatory of this First Amendment represents that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

[Signatures on following page.]
IN WITNESS WHEREOF the parties hereto have executed this First Amendment as of the date aforesaid.

CITY:

CITY OF SAN MARCOS

By: ________________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

ATC:

ATC OUTDOOR DAS, LLC

By: ________________________________
Name: John Rasweiler
Title: Senior Vice President, Managed Networks
Date: ______________________________
FIRST AMENDMENT TO LICENSE AGREEMENT
FOR ATTACHMENTS TO UTILITY FACILITIES
AMERICAN TOWER SITE NO. 346132

This FIRST AMENDMENT LICENSE AGREEMENT FOR ATTACHMENTS TO UTILITY FACILITIES ("First Amendment") made as of the latter of the two signature dates below ("First Amendment Effective Date") between the CITY OF SAN MARCOS, a municipal corporation and home-rule municipality of the State of Texas (the “City”), and ATC OUTDOOR DAS, LLC, a Delaware limited liability company. (the “Licensee”).

RECITALS

WHEREAS, the City and Licensee entered into a certain License Agreement for Attachments to Utility Facilities dated October 18, 2011 (“Agreement”), for the purpose of Licensee installing, Attachments on the City’s utility poles to provide Distributed Antenna System services and wireless communications services to telecommunications carriers; and

WHEREAS, the term of the Agreement was for five (5) years, commencing on October 18, 2011; and

WHEREAS, the term of the Agreement expired on October 17, 2016; and

WHEREAS, notwithstanding the expiration of the Agreement, the Agreement has continued in full force and effect on a month-to-month basis from October 18, 2016 through the First Amendment Effective Date; and

WHEREAS, the City and Licensee desire to amend and modify the Agreement as set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the City and ATC agree as follows:

1. **Recitals True.** The recitals set forth above are agreed to be correct and are incorporated herein. All capitalized terms used and not otherwise defined in this First Amendment, but defined in the Agreement, shall have the meaning set forth in the Agreement.

2. **Term of Agreement.**

   (a) Section 22.01 of the Agreement is hereby deleted in its entirety and replaced with the following provisions:

   The rights, privileges and authority hereby granted shall be in force and effect for a term beginning upon the First Amendment Effective Date, and shall continue in effect for a term of five (5) years.
(b) Section 22.02 of the Agreement is hereby deleted in its entirety and replaced with the following provision:

The Agreement will be automatically renewed for successive five (5) years terms, unless either party has given written notice to the other party at least ninety (90) days prior to the expiration of the then current term of that party’s intention not to renew the Agreement.

(c) Sections 22.03, 22.04, 22.05 of the Agreement are hereby deleted in their entirety.

3. Miscellaneous.

(a) All Other Agreement Terms in Effect. Except to the extent the Agreement is modified by this First Amendment, all other terms and conditions of the Agreement will continue in full force and effect, and are hereby ratified and confirmed. In the event of a conflict between the terms of the Agreement and the terms of this First Amendment, the terms of this First Amendment shall prevail. All captions are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.

(b) Entire Agreement. This First Amendment represents the entire agreement of the City and Licensee with respect to the subject matter hereof, and the terms hereof shall not be amended or changed by any oral representation or agreement. To be effective, any amendments to the Agreement shall be in writing and shall be executed by both parties hereto.

(c) Counterparts. This First Amendment may be executed in counterparts, including counterparts transmitted by electronic mail, each of which shall be deemed an original, but all of which, together, shall constitute one amendment.

(d) Authority. Each signatory of this First Amendment represents that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

[Signatures on following page.]
IN WITNESS WHEREOF the parties hereto have executed this First Amendment as of the date aforesaid.

CITY:

CITY OF SAN MARCOS

By: ________________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

ATC:

ATC OUTDOOR DAS, LLC

By: ________________________________

Name: John Rasweiler

Title: Senior Vice President, Managed Networks

Date: ______________________________
AGENDA CAPTION:
Consider approval of Resolution 2018-127R, approving a list of Qualified On-Call Geotechnical Services, Materials Testing Services, and Subsurface Utility Exploration Firms for their provision of Professional Consulting Services as needed in connection with various City projects; and declaring an effective date.

Meeting date: August 7, 2018

Department: Engineering and CIP -- Laurie Moyer, Director (by Lynda Williams, Purchasing Manager)

Amount & Source of Funding
Funds Required: $2,400,000
Account Number: Determined as services are used
Funds Available: Determined as services are used
Account Name: Determined as services are used

Fiscal Note:
Prior Council Action: 2015 Approval of previous On-Call Agreements

City Council Strategic Initiative: [Please select from the dropdown menu below]
Stormwater
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
Background Information:
On October 12, 2017, the City received statement of qualifications in response to Request for Qualifications solicitation, 217-435 for On-Call Geotechnical Services, Materials Testing Services, and Subsurface Utility Exploration Services. These on-call services will be utilized for current and future capital improvements construction projects. A city-staffed Evaluation Committee evaluated proposals and has determined the following engineering firms to be the most highly qualified to perform these services. The following seven (7) firms are being recommended for award:

Arias and Associates, Inc., San Antonio, Texas
  Geotechnical Services for an amount not-to-exceed $200,000; and Materials Testing Services for an amount not-to-exceed $200,000

Fugro Consultants, Inc., Austin, Texas
  Geotechnical Services for an amount not-to-exceed $200,000; and Materials Testing Services for an amount not-to-exceed $200,000

Kleinfelder, Inc., Austin, Texas
  Geotechnical Services for an amount not-to-exceed $200,000; and Materials Testing Services for an amount not-to-exceed $200,000

Raba Kistner, Inc., Austin, Texas
  Geotechnical Services for an amount not-to-exceed $200,000; and Materials Testing Services for an amount not-to-exceed $200,000

Terracon Consultants, Inc., Austin, Texas
  Geotechnical Services for an amount not-to-exceed $200,000; and Materials Testing Services for an amount not-to-exceed $200,000

Halff Associates, Inc, Austin, Texas
  Subsurface Utility Exploration for an amount not-to-exceed $200,000

Cobb Fendley & Associates, Inc., Houston, Texas
  Subsurface Utility Exploration for an amount not-to-exceed $200,000

Council Committee, Board/Commission Action:
Click or tap here to enter text.
Alternatives:
Have geotechnical, testing and SUE work handled under the design engineer's contract

Recommendation:
Recommend approval of On-Call contracts to avoid mark-up under engineering design contracts.
RESOLUTION 2018  R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING A LIST OF QUALIFIED ON-CALL GEOTECHNICAL SERVICES, MATERIALS TESTING SERVICES, AND SUBSURFACE UTILITY EXPLORATION FIRMS FOR THEIR PROVISION OF PROFESSIONAL CONSULTING SERVICES AS NEEDED IN CONNECTION WITH VARIOUS CITY PROJECTS; AND DECLARING AN EFFECTIVE DATE.

RECITALS:


2. On October 12, 2017, proposals were received for the services described above.

3. Subsequently, a selection committee was formed for the purpose of evaluating each proponent and selecting the most qualified firms for placement on the on-call list.

4. The on-call list will become effective as of August 7, 2018 and will remain in effect until August 7, 2024 (six years).

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

PART 1. Based on the evaluator’s scores, the following top seven (7) firms are approved for placement on the City’s on-call list of qualified Geotechnical Services, Materials Testing Services, and Subsurface Utility Exploration Services providers:

Arias and Associates, Inc., San Antonio, Texas
Geotechnical Services for an amount not-to-exceed $200,000; and Materials Testing Services for an amount not-to-exceed $200,000

Fugro Consultants, Inc., Austin, Texas
Geotechnical Services for an amount not-to-exceed $200,000; and Materials Testing Services for an amount not-to-exceed $200,000

Kleinfelder, Inc., Austin, Texas
Geotechnical Services for an amount not-to-exceed $200,000; and Materials Testing Services for an amount not-to-exceed $200,000

Raba Kistner, Inc., Austin, Texas
Geotechnical Services for an amount not-to-exceed $200,000; and Materials Testing Services for an amount not-to-exceed $200,000
Terracon Consultants, Inc., Austin, Texas
Geotechnical Services for an amount not-to-exceed $200,000; and Materials Testing Services for an amount not-to-exceed $200,000

Halff Associates, Inc, Austin, Texas
Subsurface Utility Exploration for an amount not-to-exceed $200,000

Cobb Fendley & Associates, Inc., Houston, Texas
Subsurface Utility Exploration for an amount not-to-exceed $200,000

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

ADOPTED this the 7th day of August, 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
PROPOSAL SUBMITTALS
On-Call Geotechnical Services
October 12, 2017, at 2:00 P.M.

RFP 217-435

<table>
<thead>
<tr>
<th>PROPOSEE NAME</th>
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</table>
| Raba Kistner, Inc.
  Austin, Texas                                    |
| Kleinfelder, Inc.
  San Diego, California                            |
| Terracon Consultants, Inc.
  Austin, Texas                                     |
| Alpha Testing, Inc.
  Dallas, Texas                                     |
| HVJ South Central Texas – M&J, Inc.
  Austin, Texas                                     |
| Rone Engineering Services, Ltd.
  Dallas, Texas                                     |
| Holt Engineering, Inc.
  Austin, Texas                                     |
| Braun Intertec Corporation
  Minneapolis, Minnesota                            |
| TTL/Drash Consultants (TTL/Drash)
  San Antonio, Texas                                |
| Arias & Associates, Inc. dba Arias Geoprofessionals
  San Antonio, Texas                                |
| Fugro USA Land, Inc.
  Austin, Texas                                     |
| Rock Engineering and Testing Laboratory, Inc.
  Corpus Christi, Texas                              |
| Professional Services Industries, Inc. (PSI)
  San Antonio, Texas                                |

WITNESSED BY:

[Signature]

[Stamp]
PROPOSAL SUBMITTALS
On-Call Material Testing Services
October 12, 2017, at 2:00 P.M.

RFP 217-435

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<tr>
<th>PROPOSED NAME</th>
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<tr>
<td>Professional Services Industries, Inc. (PSI)</td>
<td>San Antonio, Texas</td>
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<tr>
<td>Kleinfelder, Inc.</td>
<td>San Diego, California</td>
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<tr>
<td>Terracon Consultants, Inc.</td>
<td>Austin, Texas</td>
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<tr>
<td>Raba Kistner, Inc.</td>
<td>Austin, Texas</td>
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<tr>
<td>Braun Intertec Corporation</td>
<td>Minneapolis, Minnesota</td>
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<tr>
<td>TTL/Drash Consultants (TTL/Drash)</td>
<td>San Antonio, Texas</td>
</tr>
<tr>
<td>Fugro USA Land, Inc.</td>
<td>Austin, Texas</td>
</tr>
<tr>
<td>Arias &amp; Associates, Inc. dba Arias Geoprofessionals</td>
<td>San Antonio, Texas</td>
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<tr>
<td>Rock Engineering and Testing Laboratory, Inc.</td>
<td>Corpus Christi, Texas</td>
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<tr>
<td>Alpha Testing, Inc.</td>
<td>Dallas, Texas</td>
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<tr>
<td>HVJ South Central Texas – M&amp;J, Inc.</td>
<td>Austin, Texas</td>
</tr>
<tr>
<td>Rone Engineering Services, Ltd.</td>
<td>Dallas, Texas</td>
</tr>
<tr>
<td>Holt Engineering, Inc.</td>
<td>Austin, Texas</td>
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WITNESSED BY:

[Signatures]
PROPOSAL SUBMITTALS
On-Call Subsurface Utility Exploration Services
October 12, 2017, at 2:00 P.M.

RFP 217-435

<table>
<thead>
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<tr>
<td>Lina T. Ramey and Associates, Inc.</td>
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<td>Farmers Branch, Texas</td>
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<td>The Rios Group, Inc.</td>
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<td>Fort Worth, Texas</td>
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<td>Halff Associates, Inc.</td>
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<td>Austin, Texas</td>
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<tr>
<td>Sherwood Surveying and S.U.E., LLC</td>
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<td>Spring Branch, Texas</td>
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<tr>
<td>Cobb, Fendley &amp; Associates, Inc.</td>
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<tr>
<td>Austin, Texas</td>
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WITNESSED BY:

[Signatures]
AGENDA CAPTION:
Consider approval of Resolution 2018-128R, approving a commercial lease agreement with Two Fold, LLC for the lease of space for the WIC Program Satellite Office at 641 North Walnut Avenue, New Braunfels, Texas for a term of 11 months at a rental rate of $1,550.00 per month; authorizing the City Manager to execute said commercial lease agreement; and declaring an effective date.

Meeting date: August 7, 2018

Department: Community Services - WIC

Amount & Source of Funding
Funds Required: $17,050
Account Number: 52360 - Multiple WIC accounts
Funds Available: $17,050
Account Name: Building Rental

Fiscal Note:
Prior Council Action: None on this space, however council approved leases with same landlord for the space next door at 645 N Walnut, beginning in 2009.

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

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

Choose an item.

**Background Information:**
The WIC Program began leasing from Two Fold LLC in 2009 for the space at 645 N Walnut Avenue. In 2018, WIC proposed swapping spaces with the tenant next door. WIC’s move to 641 N Walnut Avenue will decrease space from 3,500sf to 1,500sf. Monthly rent will decrease from $3,360 to $1,550. With the transition to WIC’s new electronic system earlier in 2018, WIC can operate in less space and also meet clients at non-clinic locations to provide WIC benefits.

**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.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A COMMERCIAL LEASE AGREEMENT WITH TWO FOLD, LLC FOR THE LEASE OF SPACE FOR THE WIC PROGRAM SATELLITE OFFICE AT 641 NORTH WALNUT AVENUE, NEW BRAUNFELS, TEXAS FOR A TERM OF 11 MONTHS AT A RENTAL RATE OF $1,550.00 PER MONTH; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID COMMERCIAL LEASE AGREEMENT; 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 Agreement with Two Fold, L.L.C. (the “Lease Agreement”) 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 August 7, 2018.

John Thomaides
Mayor

Attest:

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

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<td>Abandonment, Interruption of Utilities,</td>
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<td>Removal of Property &amp; Lockout</td>
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### ADDENDA & EXHIBITS (check all that apply)

- [ ] 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

---

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

Donna Schelsl Realty 773 S. Seguin/New Braunfels, TX 78130
Phone: (830) 632-6974 Fax: (830) 626-0993

Produced with ZipForm™ by RE FormsNet, LLC 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipform.com
1. PARTIES: The parties to this lease are:

Tenant: City of San Marcos - WEC 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: 441 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 _______ days, commencing on:

Sept. 1, 2018 (Commencement Date) and ending on

July 31, 2019 (Expiration Date).
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:

<table>
<thead>
<tr>
<th>From Date</th>
<th>To Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sept. 1, 2018</td>
<td>July 31, 2019</td>
<td>$1550</td>
</tr>
<tr>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*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 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 Fold LLC
Address: 39 Stonercrest 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
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 $1,000 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.)

<table>
<thead>
<tr>
<th></th>
<th>N/A</th>
<th>Landlord</th>
<th>Tenant</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Water</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>(2) Sewer</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>(3) Electric</td>
<td>□</td>
<td>□</td>
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</tr>
<tr>
<td>(4) Gas</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>(5) Telephone</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>(6) Trash</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>(7) Cable</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>(8) All other utilities</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
</tbody>
</table>

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 (5C) 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**

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Commercial Lease concerning: 641 N. Walnut N8 TX 78130

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.

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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.)*

(1) Foundation, exterior walls, roof, and other structural components  
(2) Glass and windows  
(3) Fire protection equipment and fire sprinkler systems  
(4) Exterior & overhead doors, including closure devices, molding locks, and hardware  
(5) Grounds maintenance, including landscaping and irrigation systems  
(6) Interior doors, including closure devices, frames, molding, locks, and hardware  
(7) Parking areas and walks  
(8) Plumbing systems, drainage systems, electrical systems, and mechanical systems, except systems or items specifically designated otherwise  
(9) Ballast and lamp replacement  
(10) Heating, Ventilation and Air Conditioning (HVAC) systems  
(11) Signs and lighting:  
   (a) Pylon  
   (b) Facia  
   (c) Monument  
   (d) Door/Suite  
(12) Extermination and pest control, excluding wood-destroying insects  
(13) Fences and Gates  
(14) Storage yards and storage buildings  
(15) Wood-destroying insect treatment and repairs  
(16) Cranes and related systems  
(17)  
(18)  
(19) All other items and systems.

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 □ 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. RELLOCATION:

☐ 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.
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 prejudgment 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:

Cooperating Broker: ___________________________ License No. ___________________________ Principal Broker: ___________________________ License No. ___________________________

Address: ___________________________ Address: ___________________________

Phone: ___________________________ Phone: ___________________________ Fax: ___________________________ Fax: ___________________________ E-mail: ___________________________ 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.

(TAR-2101) 5-28-06 Initiated for Identification by Tenant: ____________, ____________, and Landlord: ____________, ____________, Page 12 of 14 blank

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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: 3700 N. E.C. San Marcos, TX 78666  
Phone: 512-393-8048 Fax: 512-381-7630

☑ Tenant also consents to receive notices by e-mail at: wicinfo@sanmarcostx.gov

Landlord at:  
TWO FOLK LLC  
Address: 39 Stonecrest Circle, New Braunfels, TX 78132  
Phone: 830-705-2446 Fax:

and a copy to:  
Address:  
Phone:  
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 - NEC Mapam

Tenant
By
Printed Name
Title
Date

Landlord
By
Printed Name
Title
Date

(TAR-2101) 5-26-06

Produced with ZipForm™ by RE FormsNet, LLC 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipform.com

Page 14 of 14
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.

6. Landlord shall install a second toilet in the lease space by September 30, 2018. Tenant 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: 
Title: 
Date: 

TWO FOLD, LLC, LANDLORD

By: 
Name: CARRY LEHR
Title: Manager
Date: 7-24-18
AGENDA CAPTION:
Consider approval of Resolution 2018-129R, approving a sublease with Community Action, Inc., of Central Texas for the lease of space for a WIC Satellite Office at 901 Bois D'Arc, Lockhart, Texas for a term ending in 2024; authorizing the City Manager to execute said sublease; and declaring an effective date.

Meeting date: August 7, 2018

Department: Community Services - WIC

Amount & Source of Funding
Funds Required: None
Account Number: Click or tap here to enter text.
Funds Available: Click or tap here to enter text.
Account Name: Click or tap here to enter text.

Fiscal Note:
Prior Council Action: None with this Landlord; the council-approved lease with Ibex Leasing Company in 2010 will expire in September upon our move to Community Action's space.

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

Comprehensive Plan Element(s): [Please select the Plan element(s) and Goal # from dropdown menu below]
☐ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☐ Land Use - Choose an item.
☐ Neighborhoods & Housing - Choose an item.
☒ Parks, Public Spaces & Facilities - Effective Social Services to those who can most benefit from them
☐ Transportation - Choose an item.
Master Plan: [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]
Choose an item.

Background Information:
Community Action has offered to sub-lease part of their space to WIC. The building belongs to City of Lockhart; space and utilities are provided free of charge. With this move, WIC will be co-located with other non-profit service providers. We will be responsible for our own internet/communications, cleaning, and signage.

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

Alternatives:
Click or tap here to enter text.

Recommendation:
Click or tap here to enter text.
RESOLUTION NO. 2018-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A SUBLEASE WITH COMMUNITY ACTION, INC., OF CENTRAL TEXAS FOR THE LEASE OF SPACE FOR A WIC SATELLITE OFFICE AT 901 BOIS D’ARC, LOCKHART, TEXAS FOR A TERM ENDING IN 2024; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID SUBLEASE; AND DECLARING AN EFFECTIVE DATE.

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

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

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

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

ADOPTED on August 7, 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
Sublease

Date: August 7, 2018

Sublessor: Community Action, Inc. of Central Texas

Sublessor’s Address: 101 Uhland Road, Suite 107, San Marcos, TX 78666

Sublessee: City of San Marcos (“WIC” Program)

Sublessee’s Address: 630 East Hopkins Street, San Marcos, Texas 78666

Subleased Premises: Approximately 725 square feet of space out of the Base Lease Premises as shown in Exhibit A, attached hereto and made a part hereof.

Sublease Commencement Date: August 1, 2018

Sublease Termination Date: May 31, 2024

Sublease Rent: In lieu of monthly rent, Sublessee shall provide cleaning services on a weekly basis for the common areas, including the entry hallway, and the hall restroom, as identified in Exhibit A to the Base Lease.

Permitted Sublease Use: 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.

Base Lease

Date: June 5, 2018

Landlord: City of Lockhart

Tenant: Community Action, Inc., of Central Texas

Premises: Approximately 2,500 square feet on the first floor of the south wing of the old hospital building at 901 Boise D’Arc, Lockhart, Texas

A. Sublessee agrees to—

1. Sublease the Subleased Premises for the Sublease term beginning on the Sublease Commencement Date and ending on the Sublease Termination Date.

2. Provide the cleaning services specified above in lieu of monthly rent.

3. Obey all laws relating to Sublessee’s use of the Subleased Premises and terms of the Base Lease as they apply to the Subleased Premises except as, otherwise, provided herein. All obligations of the Tenant, including, but not limited to, any duty to indemnify, 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.

4. Vacate the Subleased Premises and return all keys to the Subleased Premises on termination of this sublease.

5. Maintain liability insurance for the Subleased Premises and the conduct of Sublessee’s business in the amounts stated in the Base Lease.

7. Maintain insurance on Sublessee’s personal property.

8. Deliver certificates of insurance to Sublessor when requested.

B. **Sublessee agrees not to—**

1. Use the Subleased Premises for any purpose other than the Permitted Sublease Use.

2. Create a nuisance.

3. Interfere with any other tenant’s normal business operations or Landlord’s management of the building.

4. Permit any waste.

5. Use the Subleased Premises in any way that is extra hazardous, would increase insurance premiums, or would void insurance on the building.

6. Change Landlord’s lock system, except that Sublessee may re-key the doors from the hallway into the Subleased Premises.

7. Alter the Subleased Premises.

8. Allow a lien to be placed on the Subleased Premises.

9. Assign this sublease or sublease any portion of the Subleased Premises without Sublessor’s written consent.

C. **Sublessor agrees to—**

1. Sublease the Subleased Premises to Sublessee for the Sublease Term.

2. Comply with Tenant’s obligations under the Base Lease.

3. Enforce Landlord’s obligations under the Base Lease.

4. Make available to the Subleased Premises all services and rights provided under the Base Lease.
5. Obey all laws relating to Sublessor's operation of the Subleased Premises.

D. Sublessor and Sublessee agree to the following:

1. Defaults by Sublessee are (a) failing to timely provide the services in lieu of the Sublease Rent, (b) abandoning or vacating a substantial portion of the Subleased Premises, and (c) failing to comply within ten days after written notice with any provision of the Base Lease or sublease other than the defaults set forth in (a) or (b).

2. Sublessor’s remedies for Sublessee’s default are to (a) enter and take possession of the Subleased Premises, after which Sublessor may relet the Subleased Premises on behalf of Sublessee and receive the Sublease Rent directly by reason of the reletting, and Sublessee agrees to reimburse Sublessor for any expenditures made in order to relet, (b) enter the Subleased Premises and perform Sublessee’s obligations, and (c) terminate this sublease by written notice and sue for damages.

3. Default by Sublessor is failing to comply with any provision of this sublease within thirty days after written notice or for such lesser period provided in the Base Lease.

4. Sublessee’s remedy for Sublessor’s default is to sue for damages and, if the default is the failure to enforce Landlord’s obligations under the Base Lease to provide services reasonably necessary for Sublessee to occupy the Subleased Premises, terminate the Sublease.

5. This sublease is subordinate to the Base Lease, a copy of which Sublessee acknowledges as received.

6. Sublessor may retain, or dispose of any property left in the Subleased Premises at the end of the Sublease Term.

7. Sublessor has all the rights of Landlord under the Base Lease as to Sublessee, except as limited under paragraph A.3.

8. If either party retains an attorney to enforce this sublease, the party prevailing in litigation is entitled to recover reasonable attorney’s fees and court and other costs.

[SIGNATURES ON NEXT PAGES]
By: Carole Belver
Name: Carole Belver
Title: Executive Director

By: 
Name: 
Title: 

CONSENT OF LANDLORD:
Landlord hereby consents to this Sublease.

LANDLORD:
By: 
Name: 
Title: 

AGENDA CAPTION:
Consider approval of Resolution 2018-132R, amending the City's Economic Development Policy and the Policy Regarding Use of the City of San Marcos Economic Development Supplemental Fund to provide that the Fund may be used for real property acquisition, land planning, engineering and other activities associated with the development of Workforce Housing, and establishing an effective date.

Meeting date: August 7, 2018

Department: CMO - Kevin Burke, Economic Development & Downtown Administrator

Amount & Source of Funding

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

Fiscal Note:


City Council Strategic Initiative:
Workforce Housing

Comprehensive Plan Element(s):
☒ Economic Development - Workforce & Education Excellence
☐ Environment & Resource Protection
☐ Land Use
☒ Neighborhoods & Housing - Diversified housing options to serve citizens with varying needs and interests
☐ Parks, Public Spaces & Facilities
☐ Transportation
☐ Not Applicable

Master Plan:
Vision San Marcos - A River Runs Through Us

**Background Information:**
San Marcos is committed to the promotion of quality development in all parts of the City and to improving the quality of life for its citizens. In order to meet these goals, the City Council will consider providing incentives to stimulate economic development in San Marcos and its extraterritorial jurisdiction (ETJ). The City will consider providing incentives to appropriate businesses in accordance with the procedures and criteria outlined in the attached City of San Marcos Economic Development Policy, adopted under Resolution 2013-185R on December 17, 2013.

With adoption of the annual Budget for Fiscal Year 2014-2015, the City of San Marcos established an Economic Development Supplemental Fund to complement existing economic development incentive tools and provide for land, buildings, equipment, facilities, targeted infrastructure, and improvements related to the creation or retention of primary jobs. A draft policy was created by staff and was recommended for approval by the Economic Development San Marcos Board on November 5, 2015.

City Council discussed this item on December 1st, and created a sub-committee to develop a final draft document for Council consideration. The sub-committee convened on December 7, 2015 and unanimously recommended adoption of the attached draft Policy Regarding Use of the Economic Development Supplemental Fund as an addendum to the 2013 City of San Marcos Economic Development Policy.

City Council held a Budget Policy Workshop on February 22, 2018, and discussed continuing annual contributions to the Economic Development Supplemental Fund, as well as potential uses of accumulated funding beyond those stated in the adopted policy. Subsequently, on June 19th, the Council approved Resolution No. 2018-119R, amending the Affordable/Workforce Housing Policy. The Economic Development Supplemental Fund was discussed as a potential funding source for Workforce Housing initiatives, and the City Manager directed staff to prepare an amendment to the Economic Development Policy for Council consideration.

A redline version of the Economic Development Policy is attached, which adds a definition of “Workforce Housing,” and amends the Economic Development Supplemental Fund Policy to provide that the fund may be used for “Other Projects,” specifically including real property acquisition, land planning, engineering and other activities associated with the development of Workforce Housing.

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

**Alternatives:**
Council may propose modified language or take no action.

**Recommendation:**
Staff recommends approval.
RESOLUTION NO. 2018-          R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING THE CITY’S ECONOMIC DEVELOPMENT POLICY AND THE POLICY REGARDING USE OF THE CITY OF SAN MARCOS ECONOMIC DEVELOPMENT SUPPLEMENTAL FUND TO PROVIDE THAT THE FUND MAY BE USED FOR REAL PROPERTY ACQUISITION, LAND PLANNING, ENGINEERING AND OTHER ACTIVITIES ASSOCIATED WITH THE DEVELOPMENT OF WORKFORCE HOUSING; AND DECLARING AN EFFECTIVE DATE.

RECITALS:

1. The City Council wishes to promote economic development within the City of San Marcos and has granted economic development incentives under an Economic Development Policy approved by Resolution No. 2013-185R.

2. The City Council wishes to adopt amendments to the San Marcos Economic Development Policy to provide that the Economic Development Supplemental Fund may be used for real property acquisition, land planning, engineering and other activities associated with the development of Workforce Housing.

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

PART 1. The attached Economic Development Policy (the “Amended Policy”) that provides criteria and processes for the granting of economic development incentives is hereby approved and adopted.

PART 2. The Amended Policy replaces and supersedes the prior Economic Development Policy approved and adopted by Resolution No. 2013-185R.

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

ADOPTED on August 7, 2018.

John Thomaides
Mayor

Attest:  

Jamie Lee Pettijohn
City Clerk
The City of San Marcos
Economic Development Policy

Adopted December 17, 2013 (Reso. 2013-185R)
Amended January 5, 2016 (Reso. 2016-03R)
Amended February 2, 2016 (Reso. 2016-15R)

General Purpose & Objectives

The City of San Marcos is a culturally diverse, rapidly growing community that prides itself on its natural beauty, young and talented workforce and friendly environment. In the beautiful Central Texas Hill Country, San Marcos serves as the Hays County seat and is located halfway between Austin, the State Capitol, and San Antonio to the South on the fast growing IH 35 corridor. Hays County has been ranked one of the fastest growing counties in the nation given the numerous factors that make San Marcos an appealing place to live and work. This economic development policy has been developed in order to help make San Marcos the most desirable place to locate or expand a business in the nation.

Definitions

1. “Preferred Scenario Map,” means geographic region of the City of San Marcos as shown on the attached Exhibit A, where development is preferred by city planners.

2. “COSM Water Quality Regulations,” means the City of San Marcos' water quality regulations, standards, and requirements, including those appearing in the City Code or other ordinance, or administrative rules.

3. “Economic and Fiscal Impact,” means impact any given project may have on the tax base of the City of San Marcos and financial ability to meet the desired level of service expected by citizens.

4. “Headquarters,” means the physical location of a company's center for administrative operations and the physical location of the primary office for the Chief Operating Officer, President, or principal management of the company.

5. “Family living wage,” means a wage of $15.00 per hour, plus employer-sponsored health insurance available to the employee and dependents that provides coverage equal to that offered to any other full-time employee of the company.

6. “Local firm,” means a firm engaged in business and located within the taxing jurisdiction of the City of San Marcos.

7. “Average wage,” means statistical average mean wage being paid or proposed wage to be paid by prospective company.

8. “Median Wage,” means statistical median wage being paid or proposed wage to be paid by prospective company.
9. “Targeted Industry,” means specific industrial activities, or companies involved in specific industries that have been identified as a desirable industry for our recruitment program.

10. "State economic development funds, "means financial incentives by or through state government.


12. “Workforce Housing,” means housing for moderate-income workers in professions needed in all communities such as teachers, fire fighters, and nurses. Generally, workforce housing incentives are targeted to employees earning no more than 140% of Area Median Income.

Incentive Policy
Firm-Based Investments

San Marcos is committed to the promotion of quality development in all parts of the City and to improving the quality of life for its citizens. In order to meet these goals, the City Council will consider providing incentives to stimulate economic development in San Marcos and its extraterritorial jurisdiction (ETJ). The city will consider providing incentives to appropriate businesses in accordance with the procedures and criteria outlined in this Policy. Prospective businesses are strongly encouraged to discuss potential incentives with the Greater San Marcos Partnership, City officials and staff members early in the stage of a permit has been issued for the project before an incentive application is submitted.

Minimum Requirements:
- The Firm must be located within the Preferred Scenario Map unless special consideration is given by San Marcos City Council.
- The Firm must comply with current City of San Marcos water quality regulations on all current projects and during term of incentive agreement. (reference: City Council Resolution)

A. Overall Economic and Fiscal Impact
- What is the absolute size of the net benefit?
  - Economic impact as measured by jobs and income
  - Level of desirable public benefits included in the project
  - Net fiscal impact to the City
- Does the project fit with one of the strategic targets identified?
- Is the firm a headquarters operation? Does it represent the “headquarters” of a new product line/service for the firm?
- Is the firm growing? Is the firm in a growing industry? How stable is the firm?

Measurements:
- Economic impact analysis (jobs, economic activity)
- Net fiscal impact analysis
- Discussion of other items

B. Local Linkages to the San Marcos Economy
- Does the project make use of an especially underutilized asset?
  - Certain segments of the labor force /current office space
Will the project create significant contracting opportunities for local firms?
  - Small /disadvantaged business

Does the project fill a gap in the San Marcos economic base?
  - Key supplier relationships

Does the project have the potential to either seed a new economic cluster or bring additional firms to San Marcos?

Will the firm directly compete for resources with existing local firms?

Measurements:
  - Analysis of above items in light of information gleaned from both the firm and secondary sources

C. Infrastructure Impact

Will the firm make a disproportionate demand on the community’s infrastructure?

D. Labor Force Practices

All jobs calculated or counted for economic development incentive purposes shall earn no less than a “family living wage,” as defined herein, throughout the full term of the agreement.

Will the bulk of new hires be local or imported?

What is the average wage paid? How does it compare to the local or national industry average?

What is the median wage paid? How are job categories and wages distributed within the overall structure?

What training is provided? Are there opportunities for advancement? Are there funds for additional education (tuition match, etc.)?

Does the firm actively promote diversity in hiring and promotion?

Measurements:
  - Number and percentage of jobs earning a family living wage
  - Average and median wages compared to national /regional averages
  - Estimate of percentage of hiring from local labor force

E. Cultural/Quality of Life Considerations

Does the firm have a proactive cultural outreach program?

Does the firm actively encourage employee volunteer /charitable efforts?

Measurements:
  - Analysis of above items, based on objective measures (third -party reports, judgments /legal actions, etc.) as well as interaction with the firm.

F. Extraordinary Economic Impact (only one required)

The firm is in a targeted industry

The firm is involved in leading edge technology

State economic development funds are available for the firm

The firm will generate 200 jobs or more

Process
Firm-Based Scoring System

Under the attached scoring system, points are assigned to each of the major criteria described above. This scoring system is used to assess whether incentives will be offered to a firm and, based on the final score, the potential incentive amount for the firm.

Firms with a score between 81-100 may qualify for up to 80% of the net present value of the estimated total tax liability or up to $200 per job per year over 10 years. Firms with a score between 71-80 may qualify for up to 70% of the net present value of the estimated total tax liability or up to $150 per job per year over 10 years. Firms with a score between 60-70 may qualify for up to 60% of the net present value of the estimated total tax liability or up to $100 per job per year over 10 years. Firms that score below 60 points do not qualify for incentives.

As a standard practice, total investments in a firm will not exceed 50% of the present value of the estimated total tax liability over 10 years and will not exceed 80% of the total tax liability in any single year. Firms that are in a targeted industry as identified by the City of San Marcos, in a leading edge technology, eligible for state incentives, will generate 200 or more jobs, invest $25 million or more, or establish its headquarters operations in San Marcos are eligible for an additional $50 per job per year. However, the City Council reserves the right to create a unique shared investment package in the case of extraordinary opportunities for economic development in San Marcos. These may include cases where:

- The firm is in a targeted industry
- The firm is involved in leading edge technology
- State economic development funds are available for the firm
- The firm will generate 200 jobs or more
- The firm will relocate its headquarters to San Marcos

The table below represents the scoring system used by the Greater San Marcos Partnership to measure each project. The economic development matrix provides additional information for each category scored.
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<th>Medium</th>
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Policy Regarding Use of the City of San Marcos
Economic Development Supplemental Fund

Section 1. Purpose. The City of San Marcos has established an Economic Development Supplemental Fund (the Fund) to complement existing economic development incentive tools for projects to be located within areas and with uses as provided for in the Comprehensive Plan, "Vision San Marcos: A River Runs Through Us."

Section 2. Qualified Projects. The Fund may be used for projects that have qualified for Chapter 380 Economic Development Incentives from the City of San Marcos in the following categories:

a) Business and support facilities, including national and regional corporate headquarters, back office operations, customers care service centers, processing and data centers, professional, scientific and technical services, are eligible projects, provided the facilities create or retain primary jobs.

b) Business sectors for current consideration shall include aerospace/aviation, material sciences, life sciences and information technology, to include related manufacturing and industrial facilities, as well as other advanced manufacturing facilities, provided the facilities create or retain primary jobs.

c) Research and development facilities are eligible projects, provided the facilities create or retain primary jobs.

d) Distribution centers and warehouse facilities are eligible projects, provided the facilities create or retain primary jobs.

Section 3. Other Projects. The Fund may be used for other exceptional primary job creation or retention opportunities, or other business opportunities, specifically including real property acquisition, land planning, engineering and other activities associated with the development of Workforce Housing, as determined by the City Council.

Section 4. Use of Funds. The Fund may be used for the following purposes:

a) To fund all or a portion of Qualified Projects, or Other Projects, that the City Council determines will promote the development of new or expanded business enterprises within the City; and

b) By the City Manager, as directed by the City Council, for the purpose of enhancing the City’s economic development efforts.

Section 5. Procedures. The process for approval of the use of the Economic Development Supplemental Fund may include:

a) Analysis by City staff, and/or the Greater San Marcos Partnership, and/or the EDSM Board as necessary; and

Deleted: <#>Other. The Fund may be used for other exceptional primary job creation or retention opportunities, or other business opportunities, as determined by the City Council. ¶

Deleted: 3

Deleted: 4
b) Consideration and Final Approval by the City Council.
The City of San Marcos
Economic Development Policy

Adopted December 17, 2013 (Reso. 2013-185R)
Amended January 5, 2016 (Reso. 2016-03R)
Amended February 2, 2016 (Reso. 2016-15R)
Amended August 7, 2018 (Reso. 2018-__R)

General Purpose & Objectives

The City of San Marcos is a culturally diverse, rapidly growing community that prides itself on its natural beauty, young and talented workforce and friendly environment. In the beautiful Central Texas Hill Country, San Marcos serves as the Hays County seat and is located halfway between Austin, the State Capitol, and San Antonio to the South on the fast growing IH 35 corridor. Hays County has been ranked one of the fastest growing counties in the nation given the numerous factors that make San Marcos an appealing place to live and work. This economic development policy has been developed in order to help make San Marcos the most desirable place to locate or expand a business in the nation.

Definitions

1. “Preferred Scenario Map,” means geographic region of the City of San Marcos as shown on the attached Exhibit A, where development is preferred by city planners.

2. “COSM Water Quality Regulations,” means the City of San Marcos' water quality regulations, standards, and requirements, including those appearing in the City Code or other ordinance, or administrative rules.

3. “Economic and Fiscal Impact," means impact any given project may have on the tax base of the City of San Marcos and financial ability to meet the desired level of service expected by citizens.

4. “Headquarters," means the physical location of a company’s center for administrative operations and the physical location of the primary office for the Chief Operating Officer, President, or principal management of the company.

5. “Family living wage,” means a wage of $15.00 per hour, plus employer-sponsored health insurance available to the employee and dependents that provides coverage equal to that offered to any other full-time employee of the company.

6. “Local firm," means a firm engaged in business and located within the taxing jurisdiction of the City of San Marcos.

7. “Average wage," means statistical average mean wage being paid or proposed wage to be paid by prospective company.

8. “Median Wage," means statistical median wage being paid or proposed wage to be paid by prospective company.
9. “Targeted Industry,” means specific industrial activities, or companies involved in specific industries that have been identified as a desirable industry for our recruitment program.


12. “Workforce Housing,” means housing for moderate-income workers in professions needed in all communities such as teachers, fire fighters, and nurses. Generally, workforce housing incentives are targeted to employees earning no more than 140% of Area Median Income.

**Incentive Policy**

**Firm-Based Investments**

San Marcos is committed to the promotion of quality development in all parts of the City and to improving the quality of life for its citizens. In order to meet these goals, the City Council will consider providing incentives to stimulate economic development in San Marcos and its extraterritorial jurisdiction (ETJ). The city will consider providing incentives to appropriate businesses in accordance with the procedures and criteria outlined in this Policy. Prospective businesses are strongly encouraged to discuss potential incentives with the Greater San Marcos Partnership, City officials and staff members early in the stage of a permit has been issued for the project before an incentive application is submitted.

Minimum Requirements:
- The Firm must be located within the Preferred Scenario Map unless special consideration is given by San Marcos City Council.
- The Firm must comply with current City of San Marcos water quality regulations on all current projects and during term of incentive agreement. (reference: City Council Resolution)

A. **Overall Economic and Fiscal Impact**
   - What is the absolute size of the net benefit?
     - Economic impact as measured by jobs and income
     - Level of desirable public benefits included in the project
     - Net fiscal impact to the City
   - Does the project fit with one of the strategic targets identified?
   - Is the firm a headquarters operation? Does it represent the “headquarters” of a new product line/service for the firm?
   - Is the firm growing? Is the firm in a growing industry? How stable is the firm?

Measurements:
- Economic impact analysis (jobs, economic activity)
- Net fiscal impact analysis
- Discussion of other items

B. **Local Linkages to the San Marcos Economy**
   - Does the project make use of an especially underutilized asset?
• Certain segments of the labor force/current office space
  o Will the project create significant contracting opportunities for local firms?
    • Small/disadvantaged business
  o Does the project fill a gap in the San Marcos economic base?
    • Key supplier relationships
  o Does the project have the potential to either seed a new economic cluster or bring additional firms to San Marcos?
  o Will the firm directly compete for resources with existing local firms?

Measurements:
  • Analysis of above items in light of information gleaned from both the firm and secondary sources

C. Infrastructure Impact
  o Will the firm make a disproportionate demand on the community’s infrastructure?

D. Labor Force Practices
  o All jobs calculated or counted for economic development incentive purposes shall earn no less than a “family living wage,” as defined herein, throughout the full term of the agreement.
  o Will the bulk of new hires be local or imported?
  o What is the average wage paid? How does it compare to the local or national industry average?
  o What is the median wage paid? How are job categories and wages distributed within the overall structure?
  o What training is provided? Are there opportunities for advancement? Are there funds for additional education (tuition match, etc.)?
  o Does the firm actively promote diversity in hiring and promotion?

Measurements:
  • Number and percentage of jobs earning a family living wage
  • Average and median wages compared to national/regional averages
  • Estimate of percentage of hiring from local labor force

E. Cultural/Quality of Life Considerations
  o Does the firm have a proactive cultural outreach program?
  o Does the firm actively encourage employee volunteer/charitable efforts?

Measurements:
  • Analysis of above items, based on objective measures (third-party reports, judgments/legal actions, etc.) as well as interaction with the firm.

F. Extraordinary Economic Impact (only one required)
  o The firm is in a targeted industry
  o The firm is involved in leading edge technology
  o State economic development funds are available for the firm
  o The firm will generate 200 jobs or more
Process

Firm-Based Scoring System

Under the attached scoring system, points are assigned to each of the major criteria described above. This scoring system is used to assess whether incentives will be offered to a firm and, based on the final score, the potential incentive amount for the firm.

Firms with a score between 81-100 may qualify for up to 80% of the net present value of the estimated total tax liability or up to $200 per job per year over 10 years. Firms with a score between 71-80 may qualify for up to 70% of the net present value of the estimated total tax liability or up to $150 per job per year over 10 years. Firms with a score between 60-70 may qualify for up to 60% of the net present value of the estimated total tax liability or up to $100 per job per year over 10 years. Firms that score below 60 points do not qualify for incentives.

As a standard practice, total investments in a firm will not exceed 50% of the present value of the estimated total tax liability over 10 years and will not exceed 80% of the total tax liability in any single year. Firms that are in a targeted industry as identified by the City of San Marcos, in a leading edge technology, eligible for state incentives, will generate 200 or more jobs, invest $25 million or more, or establish its headquarter operations in San Marcos are eligible for an additional $50 per job per year. However, the City Council reserves the right to create a unique shared investment package in the case of extraordinary opportunities for economic development in San Marcos. These may include cases where:

- The firm is in a targeted industry
- The firm is involved in leading edge technology
- State economic development funds are available for the firm
- The firm will generate 200 jobs or more
- The firm will relocate its headquarters to San Marcos

The table below represents the scoring system used by the Greater San Marcos Partnership to measure each project. The economic development matrix provides additional information for each category scored.
<table>
<thead>
<tr>
<th>Overall Economic and Fiscal Impact</th>
<th>Small</th>
<th>Medium</th>
<th>Large</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>10</td>
<td>20</td>
<td>30</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Linkages to the Local Economy</th>
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<tbody>
<tr>
<td>Poor</td>
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</table>

<table>
<thead>
<tr>
<th>Character of Jobs/Labor Practices</th>
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<tbody>
<tr>
<td>Poor</td>
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<td>0</td>
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</table>

<table>
<thead>
<tr>
<th>Infrastructure Impact</th>
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<td>Disproportionate</td>
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<table>
<thead>
<tr>
<th>Quality of Life/Cultural Vitality</th>
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<tr>
<td>Unacceptable</td>
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<td>0</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Possible Points</th>
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</thead>
<tbody>
<tr>
<td>100</td>
</tr>
</tbody>
</table>
Policy Regarding Use of the City of San Marcos
Economic Development Supplemental Fund

Section 1. Purpose. The City of San Marcos has established an Economic Development Supplemental Fund (the Fund) to complement existing economic development incentive tools for projects to be located within areas and with uses as provided for in the Comprehensive Plan, “Vision San Marcos: A River Runs Through Us.”

Section 2. Qualified Projects. The Fund may be used for projects that have qualified for Chapter 380 Economic Development Incentives from the City of San Marcos in the following categories:

a) Business and support facilities, including national and regional corporate headquarters, back office operations, customers care service centers, processing and data centers, professional, scientific and technical services, are eligible projects, provided the facilities create or retain primary jobs.

b) Business sectors for current consideration shall include aerospace/aviation, material sciences, life sciences and information technology, to include related manufacturing and industrial facilities, as well as other advanced manufacturing facilities, provided the facilities create or retain primary jobs.

c) Research and development facilities are eligible projects, provided the facilities create or retain primary jobs.

d) Distribution centers and warehouse facilities are eligible projects, provided the facilities create or retain primary jobs.

Section 3. Other Projects. The Fund may be used for other exceptional primary job creation or retention opportunities, or other business opportunities, specifically including real property acquisition, land planning, engineering and other activities associated with the development of Workforce Housing, as determined by the City Council.

Section 4. Use of Funds. The Fund may be used for the following purposes:

a) To fund all or a portion of Qualified Projects, or Other Projects, that the City Council determines will promote the development of new or expanded business enterprises within the City; and

b) By the City Manager, as directed by the City Council, for the purpose of enhancing the City’s economic development efforts.

Section 5. Procedures. The process for approval of the use of the Economic Development Supplemental Fund may include:

a) Analysis by City staff, and/or the Greater San Marcos Partnership, and/or the EDSM Board as necessary; and

b) Consideration and Final Approval by the City Council.
AGENDA CAPTION:
Consider approval of Resolution 2018-133R, approving a contract with Hicks & Company, Inc. for Historic and Cultural Resource Survey Services, for an estimated amount of $39,500.00; authorizing the City Manager to execute the appropriate documents on behalf of the City; and declaring an effective date.

Meeting date: August 7, 2018

Department: Planning and Development Services Department - Shannon Mattingly, Director (By Lynda Williams, Purchasing Manager)

Amount & Source of Funding
Funds Required: $39,500
Account Number: C31-General Fund
Funds Available: $144,000
Account Name: Comprehensive Master Plan

Fiscal Note:
Prior Council Action: The City Council directed Staff to proceed with the historic resources survey on October 17, 2017.

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 - Protected Neighborhoods in order to maintain high quality of life and stable property values
Background Information:
On June 14, 2018, the City received three (3) proposals for Historic Resources Survey. A City staff evaluation panel has reviewed and evaluated all proposals submitted, and determined the most highly qualified firm to be Hicks & Company Environmental/Archeological Consultants, Austin, Texas.

The scope of work includes evaluating and updating the existing historic resources surveys and the condition of currently listed properties, identifying and documenting new resources that have yet to be surveyed, and developing a survey report with a robust recommendation section in order for the City to make informed decisions about federal, state, and local designation of historic resources. The comprehensive historic and cultural resources survey will provide City staff and appointed and elected officials current and accurate information allowing them to properly assess and review future planning initiatives and development proposals.

The City has negotiated a fair and reasonable price with Hicks & Company Environmental/Archeology Consultants and recommends award in the amount not to exceed $79,000 which coincides with the matching grant equaling $39,500 awarded by the Texas Historical Commission for this project.

Council Committee, Board/Commission Action:
The Historic Preservation Commission reviewed the Request for Proposals and approved the scope of the project along with deliverables.

Alternatives:
Click or tap here to enter text.

Recommendation:
The City recommends awarding a contract to Hicks & Company Environmental/Archeological Consultants in the estimated amount not to exceed $79,000.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING A CONTRACT WITH HICKS & COMPANY, INC. FOR HISTORIC AND CULTURAL RESOURCE SURVEY SERVICES, FOR AN ESTIMATED AMOUNT OF $39,500.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE 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 contract with Hicks & Company, Inc. for historic and cultural resource survey services for an estimated amount of $39,500.00 is approved.

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

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

ADOPTED this the 7th day of August 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
## PROPOSAL SUBMITTAL LOG

**Historic Resources Survey**  
**June 14, 2018, 2:00 P.M.**

**RFP 218-174**

<table>
<thead>
<tr>
<th>PROPOSED NAME</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ogee, LLC</td>
<td>Austin, TX</td>
</tr>
<tr>
<td>Hicks &amp; Company Environmental / Archeological Consultants</td>
<td>Austin, TX</td>
</tr>
<tr>
<td>SWCH Inc. dba SWCA Environmental Consultants</td>
<td>Phoenix, AZ</td>
</tr>
</tbody>
</table>

**WITNESSED BY:**

[Signatures]

[Signature]

[Signature]

[Signature]
AGENDA CAPTION:
Consider approval of Resolution 2018-134R, authorizing the submission of a Texas HOME Investment Partnerships Program application to the Texas Department of Housing and Community Affairs for the Homeowner Rehabilitation Assistance Activities Program; and authorizing the City Manager to act as the City's Executive Officer and authorized representative in all matters pertaining to the City's participation in the HOME Program; and declaring an effective date.

Meeting date: August 7, 2018

Department: Planning and Development Services

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

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

City Council Strategic Initiative: [Please select from the dropdown menu below]

Workforce Housing
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 - Diversified housing options to serve citizens with varying needs and interests
☐ Parks, Public Spaces & Facilities - Choose an item.
☐ Transportation - Choose an item.
Background Information:
One of the Workforce Housing’s Strategic Initiative is to maintain existing housing stock in safe conditions. The HOME Program provides Federal block grants to local governments designed exclusively to create affordable housing for low-income households. The program will provide funding for assisting lower income households with rehabilitation, reconstruction, or new construction.

This application for the HOME Program will be through the Texas Department of Housing and Community Affairs Reservation System with the following components that require Council Action:
- Confirmation that the City has a minimum of $40,000 in Local Cash Reserves (General Fund FY Audit Cash Reserves - $15,890,000)
- Commitment of 15% Local Match
- Council Resolution Authorizing the Application

Staff anticipates completing 2-4 homes per year with a minimum City match commitment of approximately $73,000 in cash and/or resources.

The HOME Program allows the City to provide Local Match in several ways:
- Cash/cash equivalents from non-federal sources
- Value of waived taxes, fees or charges associated with HOME projects
- Value of donated labor (includes volunteers)
- Value of donated professional services
- Donated site preparation (limit $1,500/unit)
- Donated demolition services (limit $4,000/unit)
- Cost of infrastructure improvements associated with HOME projects
- Value of donated use of site preparation or construction equipment and materials
- Donated real property
Recommendation:
Recommend approving the Resolution to authorize the HOME Reservation Program application to the Texas Department of Housing and Community Affairs
RESOLUTION NO. 2018-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AUTHORIZING THE SUBMISSION OF A TEXAS HOME INVESTMENT PARTNERSHIPS PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE HOMEOWNER REHABILITATION ASSISTANCE ACTIVITY PROGRAM; AND AUTHORIZING THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE HOME PROGRAM; AND DECLARING AN EFFECTIVE DATE.

RECITALS:

1. The City Council of the City of San Marcos desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low/moderate income.

2. Certain housing conditions exist in the City of San Marcos ("City") which represent a threat to the public health and safety of City residents.

3. It is necessary and in the best interest of the City to apply for participation in the HOME program.

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

PART 1. A request to the Home Investment Partnerships Program for participation in the HOME Program is authorized to be filed on behalf of the City with the Texas Department of Housing and Community Affairs for Homeowner Rehabilitation Assistance activity.

PART 2. The City has $40,000 in cash reserves to meet and exceed the requirements of the program during the contract term.

PART 3. The City is committing to matching funds in the amount of $72,353 consisting of waived fees, in-kind services, and cash as a contribution toward the activities of the HOME program for households.

PART 4. The City Council directs and designates the City Manager Bert Lumbreras as the City's Chief Executive Officer and as the authorized representative to represent the City in all matters pertaining to the City's participation in the HOME Program.

PART 5. The City agrees to enforce its Affirmative Fair Housing Marketing Plan.

PART 6. This Resolution shall be in full force and effect immediately from and after its passage.

ADOPTED on August 7, 2018.
John Thomaides  
Mayor

Attest:  

Jamie Lee Case  
City Clerk
HOME Investment Partnerships Program
Overview:

• Provides formula grants to states and localities that communities use - often in partnership with local nonprofit groups - to fund a wide range of activities:
  – building, buying, and/or rehabilitating affordable housing for rent or homeownership.

• It is the largest Federal block grant to state and local governments designed exclusively to create affordable housing for low-income households.
**HOME Program Staff Recommendation**

<table>
<thead>
<tr>
<th>Homeowner Rehabilitation Assistance (HRA): provides funding for assisting lower income households that own their home with the following activities:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• rehabilitation</td>
</tr>
<tr>
<td>• reconstruction</td>
</tr>
<tr>
<td>• new construction</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Justification:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• A Workforce Housing City Council Strategic Initiative’s objective: <em>maintain existing housing stock in safe conditions</em></td>
</tr>
<tr>
<td>• Relocation also possible (removal from floodways or other geographic areas)</td>
</tr>
<tr>
<td>• BR3T is not rehabilitating houses in 2018 (Related to CDBG program)</td>
</tr>
<tr>
<td>• Southside Community Center only funded $100,000 for home rehabs in 2018 (Related to CDBG program)</td>
</tr>
</tbody>
</table>
Application process through Texas Department of Housing and Community Affairs Reservation System*

Application components require attention from:

<table>
<thead>
<tr>
<th>Council</th>
<th>Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Local Cash Reserves ($40,000)</td>
<td>Previous Participation</td>
</tr>
<tr>
<td>(2) Match (15%)</td>
<td>✓ Affirmative Fair Housing Marketing Plan</td>
</tr>
<tr>
<td>(3) Resolution</td>
<td>Administrative Forms</td>
</tr>
<tr>
<td></td>
<td>Construction Oversight</td>
</tr>
</tbody>
</table>

*Available funding based on a communal pot, no deadline to apply. Funds may be moved into Reservation System to meet demand.
(1) Local Cash Reserve
The cash reserve requirement for Homeowner Rehabilitation Assistance (HRA) is $40,000.

Must provide documentation of financial capacity through one of the following methods:

1. Accounting financial statements indicating adequate local unrestricted cash or cash equivalents to utilize as cash reserves as well as a letter from the applicant’s bank or financial institution stating the balances are available.

2. Evidence of an available line of credit or equivalent in an amount equal to or exceeding $40,000
(2) Match
A. Amount needed
B. Types of matches
C. Matches used previously
A. Amount Needed - The Match Requirement is 15%.

Region 7 was allocated $565,543 for HRA. (Region 7 includes 24 places, including San Marcos, Austin, Leander, Kyle, Buda, Georgetown.)

<table>
<thead>
<tr>
<th>Sample HOME Program Match Breakdown</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1-3 Bedroom</strong></td>
</tr>
<tr>
<td>Price per ft²</td>
</tr>
<tr>
<td>Total ft²</td>
</tr>
<tr>
<td>Total Cost</td>
</tr>
<tr>
<td>City Match 15%</td>
</tr>
<tr>
<td>HOME Program Cap</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City Match Estimate 4 houses per year</th>
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</thead>
<tbody>
<tr>
<td>Three (1-3 Bedroom)</td>
</tr>
<tr>
<td>One (4 Bedroom)</td>
</tr>
</tbody>
</table>

Total City Match: $72,353
B. Types of Matches

1. Cash / cash equivalents from non-federal sources
2. Value of waived taxes, fees or charges associated with HOME projects
3. Value of donated labor (includes volunteers)
4. Value of donated professional services
5. Donated site preparation (limit $1,500/unit)
6. Donated demolition services (limit $4,000/unit)
7. Cost of infrastructure improvements associated with HOME projects
8. Value of donated use of site preparation or construction equipment and materials
9. Donated real property
10. Direct cost of homebuyer counseling (N/A)
C. Matches used previously

- Councilwoman Robertson provided housing plans and specifications at no-cost
- Water department donated a dual-flush toilet for each home
- Primary means of the Match were satisfied using the employee man-hours and equipment usage to calculate “force labor” during the demolition process
- Rental fees for dumpsters and large equipment
(3) Resolution
Requirements:
1. Authorization of application submission
2. Commitment of and amount of cash reserves
3. Source of funds for Match and Match dollar amount
4. Name and title of the person authorized to represent the organization and who also has signature authority to execute a contract and grant agreement or loan documents
5. Enforcement of applicant’s Affirmative Fair Housing Marketing Plan
6. Date passed (must be within 6 months prior to application)
QUESTIONS?
HOME PROGRAM DIVISION
Single Family Activities
Reservation System Participant Application
221 East 11th Street, Austin, Texas 78701-2410
P.O. BOX 13941, Austin, TX 78711-3941

HOME PROGRAM SINGLE FAMILY ACTIVITIES
RESERVATION SYSTEM PARTICIPANT APPLICATION

IMPORTANT! This document uses macros. Enable the macros by:

1. Click the "Options" button by the Security Warning.
2. A Window will pop up.
3. Select "Enable this content"
4. Click OK

NOTE: Enable the macros each time the application is open.
The application is an EXCEL Workbook, and consists of a series of tabs. Please fill out each tab to the best of your ability. Depending on your answers to certain questions, additional tabs may be activated. A message will appear when this happens. Please use the drop-down menu when prompted, to answer questions.

After you complete the application, save it as an excel document using the following naming format:

APPLICANT_NAME_RSP_Application.xls

Eligible Applicants are Units of General Local Government, Nonprofit Organizations, Public Housing Authorities, and Councils of Government.

Application Threshold Requirements.

Threshold Criteria. Threshold criteria in 10 TAC Chapter 21 concerning Single Family Programs Umbrella Rule and Chapter 23 concerning Single Family HOME Program are mandatory requirements at the time of application submission, unless specifically indicated otherwise. The State HOME Rule is available at: http://www.tdhca.state.tx.us/rules.htm  Click on TDHCA Rules.

Application Submission.

a) Applications to participate in the Reservation System will be accepted by the Department on an ongoing basis.

b) All applications must be submitted and documentation provided as described in 10 TAC §23 and the application instructions.
c) All Application materials including the Notice of Funding Availability (NOFA), Regional Allocation Formula Tables, and all applicable HOME rules, will be available on the Department’s website at: www.tdhca.state.tx.us. Applications will be required to adhere to the HOME Rule and threshold requirements in effect at the time of Application submission. Applications must be on forms provided by the Department, cannot be altered or modified, and must be in final form before submitting them to the Department.

d) Applicants are required to remit a non-refundable Application fee payable to the Texas Department of Housing and Community Affairs in the amount of $30 per Application. Payment must be in the form of a check, cashier’s check, or money order. **Do not send cash.** The Application fee is not an allowable or reimbursable cost under the HOME Program. An Applicant that is a Nonprofit Organization may request a fee waiver in accordance with Texas Government Code, §2306.147(b). The Department shall waive grant application fees for nonprofit organizations that offer expanded services such as child care, nutrition programs, job training assistance, health services, or human services. The request to waive the Application fee and type of expanded services being provided, must be stated in the Resolution submitted with the Application.

Unless the Application fee is waived, an acknowledgment of receipt will not be emailed until the application fee is received by TDHCA.

e) Application fee may be sent via U.S. Postal Service to:

Texas Department of Housing and Community Affairs-HOME Division  
P. O. Box 13941  
Austin, Texas  78711

Or via overnight delivery to:  
Texas Department of Housing and Community Affairs-HOME Division  
221 East 11th Street  
Austin, Texas  78701

f) This Application does not include text of the various applicable regulatory provisions pertinent to the HOME Program. For proper completion of the application, the Department strongly encourages potential applicants to review the State and Federal regulations, and contact the HOME Division for guidance and assistance.

g) One copy of the Application in EXCEL format, and one copy of the Application including all attachments in PDF format must be submitted electronically using TDHCA’s FTP server. To submit via the FTP server, go to the following website and use the username and password below

https://sf-files.tdhca.state.tx.us/

**User Name : HOMEApp**

**Password: H44QXyxF**

Upload your application by using the "upload" button in the lower left-hand corner of your screen.


**HOW TO CONVERT TO PDF**

1. Click the **Microsoft Office Button**
2. Point to the arrow next to **Save As**, and then click **PDF or XPS**.
3. In the **File Name** list, type or select a name for the workbook using the following naming format:
   
   APPLICANT_NAME_RSP_Application.pdf

4. In the **Save as type** list, click **PDF**.

If you want to open the file immediately after saving it, select the **Open file after publishing** check box. This check box is available only if you have a PDF reader installed on your computer.

5. Under **Optimize for**, click **Standard (publishing online and printing)**.
6. Click **Options**.
7. Under **Publish What**: select Entire Workbook then click **OK**.
8. Click **Publish**.

Remember that there are tabs that require support documentation and/or signatures. Once you have executed all required documents and forms, scan them and insert the scanned documents and forms into the PDF application file, behind the respective tab. The Application must be the electronic PDF file created from the Excel file, not a scanned copy of the Excel or PDF file. Scanned copies of the Application are difficult to read, and slow down the process for staff and applicants and make it more difficult for applicants to review for completeness of the application prior to submission.

**Creating Bookmarks**

After the Excel file has been converted to PDF and all executed forms have been re-inserted into their appropriate location within the file, you will need to create Bookmarks. To correctly set the Bookmark locations you must have the PDF file open in Adobe Acrobat. Click on the Bookmark icon located on the left-hand side of the Adobe Acrobat screen, or go to the task bar and select these options in the following order: **View → Navigation Panels → Bookmarks**.

If a Bookmark has already been created for each tab within the Excel file, simply re-set the bookmarks to the correct locations. To re-set the location for the Bookmarks, go to the first page of each separately labeled form/exhibit. You will then right-click on the corresponding Bookmark for the form/exhibit you are currently viewing. Select **Set Destination** and a pop-up box will appear asking you the following: "Are you sure you want to set the destination of the selected bookmark to the current location?" Select **Yes**.
If Bookmarks were not already created within the Excel file, then you will need to create these Bookmarks. Go to Document → Add Bookmark. Right-click on the first Bookmark and re-name it for the appropriate form or exhibit. You will then need to set the location of the Bookmark by going to the first page of each form or exhibit, right click on the corresponding Bookmark and select Set Destination. A pop-up box will appear asking you the following: "Are you sure you want to set the destination of the selected bookmark to the current location?" Select Yes.

If after conversion of the Excel file to PDF you have extra blank pages of any exhibit, you can delete those pages in order to limit the size of the file. To delete any extra, unnecessary pages identify the page number(s) you want deleted. On the Adobe Acrobat Task Bar click on Document and select Delete Pages from the drop down list. A box will appear prompting you to select which page(s) you would like to delete. Enter the page numbers to be deleted and hit OK.

The PDF formatted file must be checked for the following prior to submission:
Each tab must be correctly bookmarked
Files should average less than 100 kilobytes per page
Files must be readable with free PDF file viewers including Adobe Reader and be compatible with Adobe Reader 5.0 and above
Files should be saved so that “Fast Web View” (or page at a time downloading) is enabled
Text within the PDF file should be searchable using the “Find” command in the PDF viewer
**TAB 2. APPLICANT INFORMATION**

Provide the contact information for the Applicant's staff person who is responsible for application and contract administration. This contact will not be the consultant or the service provider.

### A. CONTACT INFORMATION

<table>
<thead>
<tr>
<th>Applicant Legal Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant Contact First Name</td>
<td></td>
</tr>
<tr>
<td>Applicant Contact Last Name</td>
<td></td>
</tr>
<tr>
<td>Contact Title</td>
<td></td>
</tr>
<tr>
<td>Contact Phone</td>
<td></td>
</tr>
<tr>
<td>Contact Email</td>
<td></td>
</tr>
<tr>
<td>Mailing Address</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>San Marcos</td>
</tr>
<tr>
<td>State</td>
<td>Texas</td>
</tr>
<tr>
<td>Zip</td>
<td>78666</td>
</tr>
<tr>
<td>Physical Address</td>
<td>630 E Hopkins Street</td>
</tr>
<tr>
<td>City</td>
<td>San Marcos</td>
</tr>
<tr>
<td>State</td>
<td>Texas</td>
</tr>
<tr>
<td>Zip</td>
<td>78666</td>
</tr>
<tr>
<td>Applicant Website</td>
<td><a href="http://www.sanmarcostx.gov/housing-community-development">www.sanmarcostx.gov/housing-community-development</a></td>
</tr>
</tbody>
</table>

| Signature Authority First Name |  |
| Signature Authority Last Name |  |
| Signature Authority Title |  |
| Phone |  |
| Email |  |

### B. LEGAL DESCRIPTION

<table>
<thead>
<tr>
<th>Legal Form of Applicant (select from the drop menu)</th>
<th>Unit of Local Government</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does Applicant have a Board of Directors?</td>
<td>No</td>
</tr>
</tbody>
</table>

Federal Taxpayer Identification Number (TIN#)  
Other Designations (select YES or NO from the drop menu):

- HUB
- CHDO
- COG
- Tax Exempt
- FY end Month
- FY End Day
- DUNS Number
- Registered with System for Award Mgmt (SAM)
- SAM Expiration Date
(Information and registration for a DUNS number can be accessed at www.dnb.com. Information and registration for SAM can be accessed at www.sam.gov)

C. Is Applicant currently administering one of the following programs? Select YES or NO from the drop menu.

<table>
<thead>
<tr>
<th></th>
<th>Weatherization</th>
<th>No</th>
<th></th>
<th>Section 8</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>Self-Help</td>
<td>No</td>
<td></td>
<td>ARRA</td>
</tr>
<tr>
<td>Yes</td>
<td>Disaster Recovery</td>
<td>No</td>
<td></td>
<td>CSBG</td>
</tr>
<tr>
<td>No</td>
<td>NSP</td>
<td>No</td>
<td></td>
<td>HOPWA</td>
</tr>
<tr>
<td>Yes</td>
<td>CDBG</td>
<td>No</td>
<td></td>
<td>HOME</td>
</tr>
</tbody>
</table>

D. Will Applicant self administer the HOME Program Activity(ies) in this Application?  

How many staff members will be involved in administering the Program?

E. Provide name, title, phone number, e-mail address, and description of responsibilities of the staff that will be responsible for administering the proposed HOME Activity in this application:

<table>
<thead>
<tr>
<th>Name</th>
<th>Job Title</th>
<th>Phone #</th>
<th>Email Address</th>
<th>Job Responsibilities and experience:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td></td>
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<td>3</td>
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<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

F. Will applicant procure a housing consultant? (select YES or NO from the drop menu.)  

No

G. Has Applicant attended TDHCA’s First Thursday Income Eligibility Training within the previous 12 months?

No
<table>
<thead>
<tr>
<th>TAB 3: DISCLOSURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>If the answer to any of the following questions is &quot;Yes&quot;; please provide a thorough explanation, in narrative form, of the circumstances and copies of correspondence regarding the status of the ruling from the authority that made the determination. This documentation must be included in the PDF file of this application behind Tab 2.</td>
</tr>
<tr>
<td>Has Applicant been delinquent on filing of any federal or state tax returns?</td>
</tr>
<tr>
<td>Has Applicant received federal or state findings?</td>
</tr>
<tr>
<td>Has Applicant been delinquent on federal or state debt?</td>
</tr>
<tr>
<td>Has Applicant filed bankruptcy in the last 10 years?</td>
</tr>
<tr>
<td>Has the Applicant been debarred from HUD or other State or Federal programs?</td>
</tr>
</tbody>
</table>

It is the responsibility of the Applicant to contact HUD to ensure they have not been debarred. HUD is not required to notify debarred persons/entities of their status. Search information at: https://www.sam.gov/portal/public/SAM/

<table>
<thead>
<tr>
<th>TECHNICAL ASSISTANCE SURVEY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Has the Applicant received technical assistance for completing this Application or for the Activity for which this Application is being made?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONSULTANT OR SERVICE PROVIDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Has the Applicant acquired the use of a Consultant or service provider to assist in completing this Application? No</td>
</tr>
</tbody>
</table>
### A. RESERVATION SYSTEM PARTICIPATION

Select the Program Activity or Activities the Applicant plans to administer as an RSP. Check all that apply. Select YES or NO from the drop down menu. Additional tabs will be activated upon each selection.

<table>
<thead>
<tr>
<th>TDHCA HOME Program Activities for which the requested funds will be used:</th>
<th>General</th>
<th>Persons With Disabilities</th>
<th>Disaster Relief</th>
</tr>
</thead>
<tbody>
<tr>
<td>Homeowner Rehabilitation Assistance (HRA)</td>
<td>yes</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Homebuyer Assistance (HBA)</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Tenant Based Rental Assistance (TBRA)</td>
<td>No</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Contract for Deed Conversion (CFDC)</td>
<td>No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SET ASIDE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

### B. ADDITIONAL PUBLIC FUNDS COMMITTED TO PROJECT

**Other Federal Funds.**

Enter the contribution amount of other funds that are “federal” in nature, such as CDBG, USDA-Rural Development, HUD Housing Counseling, etc.

**State Funds from Non-Federal Sources.**

Enter the contribution amount of other funds that are “state” in nature, such as Housing Trust Fund.

**Local Government Funds.**

Enter the contribution amount from local government entities, such as city or county funds.

<table>
<thead>
<tr>
<th>Total Public Funds Committed to Project</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>40,000?</td>
</tr>
<tr>
<td></td>
<td>#VALUE!</td>
</tr>
</tbody>
</table>
### A. DOCUMENTATION OF FINANCIAL CAPACITY

One of the following must be submitted in order to meet the Application threshold requirements. **Select only one of the following** and include the required documentation in the PDF file of the application, behind Tab 4. Also note that the amount of the committed cash reserves must be included and stated in the Applicant's Resolution.

1. A) Entity’s accounting financial statements indicating adequate local unrestricted cash or cash equivalents to utilize as cash reserves, and  
   B) A letter from the Applicant's bank(s) or financial institution(s) indicating that current account balances are sufficient.

2. A) Evidence of an available line of credit or equivalent in an amount equal to or exceeding the cash reserve requirement.

### B. AMOUNT OF CASH RESERVE

The following chart indicates the amount of the cash reserve that is required based on the activities requested.

<table>
<thead>
<tr>
<th>Reservation Activity</th>
<th>HRA</th>
<th>HBA</th>
<th>CFDC</th>
<th>TBRA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required Cash Reserve</td>
<td>$40,000</td>
<td>$20,000</td>
<td>$40,000</td>
<td>$15,000</td>
</tr>
</tbody>
</table>

The amount of cash reserve required is limited to the highest cash reserve required for one activity. For example, if the Applicant is requesting to participate in the Reservation System for HBA and TBRA, the total cash reserve required is $20,000.
## TAB 6. MATCHING FUNDS

### HRA

#### A. Required Match Contribution Percentage

Based on the Activity and Service Area proposed in the Application, what is Applicant's Match percentage requirement?

#### B. Match Itemization. Place required Match support documentation behind this tab.

<table>
<thead>
<tr>
<th>TYPE OF MATCH PLEDGED</th>
<th>Pledged Amount</th>
<th>Funds provided by:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash / cash equivalents from non-federal sources</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Value of waived taxes, fees or charges associated with HOME projects (ex: debris removal and container fees, tap fees, electrical hook up, building permits)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Value of donated labor (includes volunteer labor)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Value of donated professional services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Site Preparation (limit $1,500/unit)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Demolition Services (limit $4,000/unit)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of infrastructure improvements associated with HOME projects</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Value of donated use of site preparation or construction equipment and materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Real Property</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Cost of Homebuyer Counseling</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Value of Match Pledged:</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

If not provided by Applicant, name Provider.
Complete this section for each activity proposed under this application. Enter each county separately. List the targeted city(s) or colonia(s). Refer to the Participating Jurisdiction (PJ) and Consortium list under Application Reference Material to verify if targeted city or county is located in a PJ. Households located within a PJ are not eligible for assistance.

**ACTIVITY - HRA**

**Enter each County in Service Area**

<table>
<thead>
<tr>
<th>County</th>
<th>List specific cities or colonias to be served if not serving the entire county.</th>
<th>Is County or City in a PJ or part of a Consortium?</th>
<th>If “YES” list PJ or Consortium</th>
</tr>
</thead>
<tbody>
<tr>
<td>HAYS</td>
<td>San Marcos</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**TAB 6. MATCHING FUNDS**

**HRA - PWD (No Match Required)**

**A. Required Match Contribution Percentage**

Based on the Activity and Service Area proposed in the Application, what is Applicant's Match percentage requirement?

**B. Match Itemization. Place required Match support documentation behind this tab.**

<table>
<thead>
<tr>
<th>TYPE OF MATCH PLEDGED</th>
<th>Pledged Amount</th>
<th>Funds provided by:</th>
<th>If not provided by Applicant, name Provider.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash / cash equivalents from non-federal sources</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Value of waived taxes, fees or charges associated with HOME projects (ex: debris removal and container fees, tap fees, electrical hook up, building permits)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Value of donated labor (includes volunteer labor)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Value of donated professional services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Site Preparation (limit $1,500/unit)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Demolition Services (limit $4,000/unit)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of infrastructure improvements associated with HOME projects</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Value of donated use of site preparation or construction equipment and materials</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Real Property</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Cost of Homebuyer Counseling</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Value of Match Pledged:</strong></td>
<td><strong>$0.00</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Complete this section for each activity proposed under this application. Enter each county separately. List the targeted city(s) or colonia(s). Refer to the Participating Jurisdiction (PJ) and Consortium list under Application Reference Material to verify if targeted city or county is located in a PJ. Households located within a PJ are not eligible for assistance.

**ACTIVITY - HRA PWD**

**Enter each County in Service Area**

<table>
<thead>
<tr>
<th>County</th>
<th>List specific cities or colonias to be served if <strong>not serving the entire county</strong>.</th>
<th>Is County or City in a PJ or part of a Consortium?</th>
<th>If “YES” list PJ or Consortium</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>
A previous participation review will be performed prior to allowing access to Department funds through a Reservation Agreement. When applying for a new Reservation Agreement, applicants must include a "Uniform Previous Participation" form behind Tab 8 in the PDF file of this application:

http://www.tdhca.state.tx.us/pmcomp/forms.htm

*The form must include each board member, individual with signature authority, executive director or elected official that represents the applicant (as applicable).

* Include any pending state or federal litigation (including administrative proceedings) against the entity along with any final decrees within the last three years behind Tab 8 in the PDF file of this application.
Applicants must establish an Affirmative Fair Housing Marketing Plan ("AFHMP") in accordance with 10 TAC §20.9(d) and must submit the completed plan behind this tab.

Guidance for completed the AFHMP is located at:
http://www.tdhca.state.tx.us/pmcdocs/17-FH-Affirm-Marketing-Presentation.pptx

<table>
<thead>
<tr>
<th>A.</th>
<th>HUD Form: Affirmative Marketing Plan - Single Family Housing 935.2(B) (or equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Note that for purposes of Affirmative Marketing Plans submitted to TDHCA, Persons with Disabilities must always be selected as a group least likely to apply for housing projects/programs. At the time of Application posting, HUD Form 935.2(B) may be accessed at:</td>
</tr>
<tr>
<td>B.</td>
<td>Documentation confirming the demographics of the marketing area which evidences how the groups designated as least likely to apply were selected for targeted marketing efforts. Use of the TDHCA Single Family Affirmative Marketing Tool is sufficient to meet this requirement. The tool may be accessed at:</td>
</tr>
<tr>
<td></td>
<td><a href="http://www.tdhca.state.tx.us/pmcomp/sf-amt.htm">http://www.tdhca.state.tx.us/pmcomp/sf-amt.htm</a></td>
</tr>
<tr>
<td>C.</td>
<td>Proposed correspondence to be sent to community contacts listed in 4(c) of the HUD form; and</td>
</tr>
<tr>
<td>D.</td>
<td>Copies of any proposed marketing materials (flyers, brochures, etc) to be utilized to market the program.</td>
</tr>
<tr>
<td>E.</td>
<td>The Applicant’s corporate resolution which states that the Affirmative Fair Housing Marketing Plan will be enforced by the Applicant.</td>
</tr>
</tbody>
</table>
TAB 10. RESOLUTION

Please submit behind this tab a Resolution from the Applicant’s direct governing body which includes the following threshold items pursuant to HOME Rule §23.25:

A. Authorization of the submission of the Application;

B. Commitment and amount of cash reserves, if applicable, for use during the RSP Agreement term;

C. Source of funds for Match obligation and Match dollar amount, if applicable;

D. Name and title of the person authorized to represent the organization and who also has signature authority to execute a Contract and grant agreement or loan documents, as applicable, unless otherwise stated; and

E. Date that the resolution was passed by the governing body, which must be within six (6) months preceding Application submission for Reservation System Participation Agreement Applications.
Submit the following completed documents behind this tab:

A. Payee ID form (Application for Texas Identification Number), found at:
   http://www.tdhca.state.tx.us/home-division/applications.htm

B. Direct Deposit Form, found at:
   http://www.tdhca.state.tx.us/home-division/applications.htm

C. Administrative Environmental Clearance Forms, found at:
   http://www.tdhca.state.tx.us/home-division/applications.htm
   
   The two forms to be competed are found under "Administrative Environmental Forms":
   - Exemption Determination
   - Compliance Documentation

D. Documentation of the 9-digit Federal Tax Identification Number from the IRS (IRS Letter); and

E. Evidence of current registration in the System for Award Management (SAM).
   The SAM website can be accessed at:
   https://www.sam.gov/portal/public/SAM/
   Evidence may be in the form of a printed page from the SAM website which states both the name and DUNS number of the Applicant.
TAB 13. CONTRACTOR LETTERS AND CONSTRUCTION OVERSIGHT

A. LOCAL BUILDING CONTRACTOR LETTERS

1. Provide three (3) letters from potential building contractors who indicate a willingness to submit a bid to participate in the Applicant’s HOME Program. Contractors must be located within the Applicant’s Uniform State Service Region. Contractor letters must include the following information
   - the name of the company
   - the company address, city, state, and zip code
   - a contact phone number
   - be dated within three (3) months preceding the application submission date
   - a signature

2. If potential building contractors headquartered within the required area cannot be identified, the Applicant may submit at least three (3) letters of interest from potential building contractors headquartered outside of the required area, and a notarized certification stating that insufficient regional builders were available. The certification must be signed by the Applicant's signature authority.

B. CONSTRUCTION OVERSIGHT

If Applicant is approved as a Reservation System Participant, Applicant will be responsible for the direct oversight of construction activities for the assisted units regardless if Applicant procures a housing consultant to administer the program. Provide the name, title, email and phone number of the person that will be providing the construction oversight. The assigned person cannot be the consultant.

<table>
<thead>
<tr>
<th>Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>Phone Number:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Detail how the Applicant will conduct construction oversight?</td>
<td></td>
</tr>
<tr>
<td>Detail how the Applicant will document the construction oversight?</td>
<td></td>
</tr>
<tr>
<td>Does the Applicant have a qualified construction inspector on staff?</td>
<td></td>
</tr>
</tbody>
</table>
On behalf of the Applicant and all affiliates of the Applicant (hereinafter “Applicant”), I (We) hereby certify that the Applicant is familiar with the provisions of the federal HOME Final Rule, as published in 24 CFR Part 92, the state HOME Rules, as published in 10 TAC Chapter 23, the Single Family Programs Umbrella Rule, and other related administrative rules, and regulations and court rulings issued by the Federal government or State of Texas with respect to the HOME Investment Partnerships Program and will comply with such rules during the application process and in the event of award, for the duration of the executed agreement.

This certification must be signed and filed by a person(s) who is authorized to execute the HOME Contract or a Reservation System Participation Agreement. Make additional copies of form for each signature authority.

The Applicant hereby assures and certifies that they possess legal authority to apply for HOME funds and to execute a funding agreement or contract for the proposed program and that the governing body has duly adopted or passed an official act of a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing a signature authority to act in connection with the application and to provide additional information as may be required.

I (We) hereby acknowledge that this Application is subject to disclosure under Chapter 552, Texas Government Code, the Texas Public Information Act, unless a valid exception exists.

I (We) certify that no person or entity that would benefit from the award of HOME funds has provided a source of match or has satisfied the Applicant’s cash reserve obligation or made promises in connection therewith.

I (We) certify that I (We) will meet TDHCA construction standards, as well as the Fair Housing Accessibility Standards and Section 504 of the Rehabilitation Act of 1973. I (We) certify that the HOME Activity(ies) applied for in this Application will meet all local building codes or standards that may apply. If the Applicant’s service area is located within a jurisdiction that does not have building codes, I (We) will meet the most current International Building Code.

I (We) certify that I (We) will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act or URA) by implementing, when required, the procedures outlined in 49 CFR Part 24;

I certify that all statements made in this Application and related tabs are true, complete, and correct and are made in good faith. I further certify that:

The Participants in the Application Information, Uniform Previous Participation Form, herein after referred to as the “Previous Participation Form” contains a listing of every development activity that received TDHCA funding, which I have been or am now an Applicant.

For the period beginning ten years prior to the date of this certification:

I have not been arrested, indicted, convicted, or imprisoned for a felony, and am not presently the subject of a complaint or indictment charging for a crime of moral turpitude.
I have not been suspended, debarred, or been subject to enforcement action under state or federal securities law, or otherwise restricted by any department or agency of federal or state government from doing business with such department or agency.

I have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond.

For the period beginning ten years prior to the date of this certification, during my participation in the developments shown by me in the Previous Participation Form, there has not been:

A mortgage in default, assigned or foreclosed, nor has mortgage relief by the lender been given; to the best of my knowledge, unresolved findings raised as a result of Departmental or HUD audits, management reviews or other governmental investigation concerning me or my developments, or contracts;

any breach by the owner of any agreements relating to the construction or rehabilitation, use, operation, management, or disposition; or

a suspension or termination of payments under any state or federal assistance contract.

To the best of my knowledge, the Applicant has demonstrated fiscal, programmatic, and contractual compliance on previously awarded Department contracts or loan agreements and resolution of any previous audit findings and outstanding monetary obligation with the Department.

HOME funds may be used to pay indirect costs in accordance with 2 CFR Part §200.414. Indirect costs may be applied individually to eligible costs as part of a Department approved cost allocation plan, applied as a set amount using the de minimus rate elected in accordance with 2 CFR Part 200, or an indirect cost rate approved by the applicant’s Federal cognizant agency. Administrators that elect to charge an indirect cost rate must notify the department by checking this box so that the Department can obtain additional information for inclusion in the contract, if awarded.

As required by Section 2306.257 of the Texas Government Code, as amended, an Applicant may not receive funds or other assistance from the Department unless the Applicant certifies that it is in compliance with the housing laws described in subparagraph (a) through (d) of this paragraph. To satisfy that requirement, I hereby certify that the developments listed in the Previous Participation Form, in which I am currently participating, are in compliance with: state and federal fair housing laws, including Chapter 301, Property Code, the Texas Fair Housing Act; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 3601 et seq.); and the Fair Housing Amendments of 1988 (42 U.S.C. Section 3601 et seq.), the Civil Rights Act of 1964 (42 U.S.C. Section 2000a et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and the Rehabilitation Act of 1973 (29 U.S.C. Section 701 et seq.).
The Applicant also certifies that the Applicant, or a branch, division, or department of said Applicant does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, the Applicant, or a branch, division, or department of the Applicant is convicted of a violation under 8 U.S.C Section 1324a(f), the Applicant shall repay the amount of the public subsidy with interest, at the rate and according to the other terms provided by an agreement under Tex. Gov't Code Section 2264.053, not later than the 120th day after the date TDHCA notifies the Applicant of the violation.

I further certify that I understand that the Department periodically monitors for compliance. The monitoring level for each housing program is based on the amount of risk of noncompliance. The Department shall notify a recipient who has received funds or other assistance from the Department in writing of an apparent violation and shall afford the recipient a reasonable amount of time, as determined by the Department, to correct the identified violation, if possible, prior to the imposition of a sanction. The Department shall notify the Texas Commission on Human Rights at the same time notification is sent to the recipient. I understand that the Department may impose one or more of the following sanctions depending on the severity of the violation of a law by a recipient of housing funds or other assistance from the Department:

A reprimand posted on the Department’s website,
Termination of assistance, or
a bar on future eligibility for assistance through a housing program administered by the Department. A bar shall be in place for at least one calendar year from the date of imposition by the Department and may not last for more than ten calendar years from the date of imposition.

I understand that as an applicant, Applicant will enter into an Agreement or Contract with the Texas Department of Housing and Community Affairs if funding is awarded, and will provide additional information as requested by the Department and in accordance with 10 TAC Chapters 20 and 23.

I (We) hereby agree to implement the following specific affirmative action steps to increase the utilization of business concerns located within the boundaries of the local municipality in which the Development is located (“Local Opportunity Plan”).

Identify eligible business concerns for HOME assisted contracts through; the Chamber of Commerce, the Urban League, local advertising median including public signage; project area committees, citizen advisory boards; lists available through the local HUD program official; and all other appropriate referral sources.

Maintain a list of eligible business concerns for utilization in the HOME funded procurements to insure that all appropriate project area business concerns are notified of pending contractual opportunities, and to make available this list for general city/county procurement needs.

Maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
Appoint or recruit a qualified individual as Equal Opportunity Officer to coordinate the implementation of the Local Opportunity Plan.

Applicant will comply with Section 3 in accordance with 24 CFR 135.34 and will make every effort to hire low-income individuals from the community.

I (We), have read and fully agree to this plan, and become a party to the full implementation of the Local Opportunity Plan.

I (We) understand that the environmental effects of each activity carried out with funds provided under this application must be assessed in accordance with the provisions of the State HOME Rules, National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. § 432 et. Seq.) and the related activities listed in HUD’s implementing regulations at 24 CFR. parts 50, 51, 55 and 58 (NEPA regulations). Each such activity must have an environmental review completed and support documentation prepared complying with the NEPA and NEPA regulations. No loan may close or funds be committed to an activity before the completion of the environmental review process, including the requirements of 24 CFR Part 58, and the Department has provided written clearance.

Applicant must immediately report to TDHCA any real, potential or perceived conflict of interest as outlined in 24 CFR Part 35 and 24 CFR Part 84 and 85, as applicable, regarding the receipt of, assistance provided with, or expenditure of HOME funds.

The undersigned hereby makes application to TDHCA for financial assistance, has read and understands the application instructions, and certifies that all information herein is true and correct to the best of their knowledge and belief.

______________________________
Applicant’s Signature

______________________________
Applicant’s Signature Authority Printed Name

______________________________
Applicant’s Signature Authority Title

______________________________
Date
<table>
<thead>
<tr>
<th>A. Has Applicant administered a HOME Rehabilitation Assistance or similar Program?</th>
<th>yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Pre-qualified contractors</td>
<td></td>
</tr>
<tr>
<td>Has the applicant procured single family construction contractors and created a pre-qualified contractor’s list?</td>
<td>yes</td>
</tr>
<tr>
<td>Has the list been updated within the previous 12 months</td>
<td></td>
</tr>
<tr>
<td>Provide a legible copy of the pre-qualified contractor’s list behind this tab.</td>
<td></td>
</tr>
<tr>
<td>C. Does Applicant have a housing/construction inspector on staff?</td>
<td></td>
</tr>
<tr>
<td>D. Does Applicant’s unit of local government have specific single family housing construction restrictions/ordinance? (Example, housing units must be a minimum square footage, no manufactured housing in certain areas.)</td>
<td></td>
</tr>
</tbody>
</table>

To comply with the S.A.F.E. Mortgage Licensing Act of 2008:

E. Does the Applicant have a licensed Residential Mortgage Loan Origination (RMLO) Person on Staff

If no, Applicant must ensure compliance with the S.A.F.E. Act

SAFE Act Information:

The PDF copy of the Application must be Bookmarked with numbered tabs according to the checklist detailed below.

### A. APPLICATION CHECKLIST FOR APPLICATION .PDF FILE

<table>
<thead>
<tr>
<th>Tab #</th>
<th>Item</th>
<th>Tab completed or N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$30.00 Application Fee (if applicable) Provide a copy of the check or money order and place behind this tab.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Applicant Information</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Support Documentation (if applicable)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Disclosures</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Program Activities</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Local Cash Reserves</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Support Documentation</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Matching Funds</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Support Documentation</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Applicant’s Service Area</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Submit 1 form for each activity selected under Tab 4</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Previous Participation</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Publication and Affirmative Marketing Plan</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Resolution</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Resolution Attached (all requirements addressed)</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Nonprofit Organization Information</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Support documentation - By-Laws</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Administrative Forms:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Payee ID Form</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Direct Deposit Form</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) Administrative Environmental Clearance Form</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d) IRS Letter stating Federal Tax ID Number</td>
<td></td>
</tr>
<tr>
<td></td>
<td>e) SAM print out</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Contractor Letters and Construction Oversight</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Submit Support Documentation</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Lender Products and Homebuyer Counseling</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Submit Support Documentation</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Self-Sufficiency Plan</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Submit Support Documentation</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Certification of Applicant</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Program Questionnaires</td>
<td></td>
</tr>
</tbody>
</table>
TAB 19. APPLICATION REFERENCE MATERIAL

1. Federal HOME Final Rule, 24 CFR Part 92 (HUD website)
   http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title24/24cfr92_main_02.tpl

2. State HOME Rule, 10 TAC Chapter 20 and 10 TAC Chapter 23 (Secretary of the State)

3. HUD HOME 2014 Income Limits (Maximum income limit for HOME is 80% AMFI) – Effective 5-01-2014.
   http://www.huduser.org/portal/datasets/il/il14/index_il2014.html

4. Fair Market Rents – HOME TBRA
   http://www.huduser.org/portal/datasets/fmr/fmrs/docsy.html&data=fmr15

5. Match - Chapter 8 of Building HOME, also reference 24 CFR 92.220
   http://www.hud.gov/offices/cpd/affordablehousing/training/materials/building/ch08.pdf

6. Participating Jurisdiction List
   http://www.tdhca.state.tx.us/multifamily/home/index.htm

7. Verification of Colonia Status:
   The Office of the Attorney General
   Select the targeted county and place a copy of the county page listing the Colonia(s) behind Tab 8.
   http://maps.oag.state.tx.us/colgeog/imagemap.htm

(HOME RSP application version 12/28/2017)
AGENDA CAPTION:
Consider approval of Resolution 2018-135R, approving the sale of three surplus police cars to the newly incorporated City of Oak Ridge, Texas for total value of $15,000.00; authorizing the City Manager to execute the appropriate documents related to the transfer of title of the three surplus police cars on behalf of the City; and declaring an effective date.

Meeting date: August 7, 2018

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

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

Fiscal Note:
Prior Council Action: N/A

City Council Strategic Initiative: [Please select from the dropdown menu below]
N/A
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:
In late June, 2018, Chief Thomas Peoples of the newly established Oak Ridge, Texas police department sent a statewide message via the Texas Police Chief’s Association asking for assistance in procuring fully equipped police vehicle from other cities which may be liquidating vehicles due to replacement policies. Normally, the City of San Marcos removes vehicles from its fleet that have been retired from service via public auction. In the case of marked police vehicles which are being retired, the vehicles must be decommissioned from service by removing all of the police equipment and markings from them. This is a labor intensive and time consuming process, and we are not able to recuperate those expenses at auction. Currently the City of San Marcos has three Chevrolet Impalas that are ready for rotation out of service and are fully equipped. These vehicles were issued to School Resource Officers and, as a result, did not accrue a great deal of mileage before reaching their retirement age. They are no longer under warranty, and selling them now while they have a decent wholesale value will allow the department to transition our SRO program to leased vehicles. This plan is in line with the city’s overall plan of using leased vehicles in lower mileage situations. The City of Oak Ridge has agree to purchase the vehicles as equipped for $5,000 each.

Council Committee, Board/Commission Action:
N/A

Alternatives:
An alternative but less desirable method to liquidate these vehicles would be to sell them at public auction.

Recommendation:
The recommendation is to sell these vehicles to the city of Oak Ridge, Texas.
RESOLUTION 2018-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING THE SALE OF THREE SURPLUS POLICE CARS TO THE NEWLY INCORPORATED CITY OF OAK RIDGE, TEXAS FOR TOTAL VALUE OF $15,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS RELATED TO THE TRANSFER OF TITLE OF THE THREE SURPLUS POLICE CARS 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 sale of three surplus police cars to the newly incorporated city of Oak Ridge, Texas for total value of $15,000.00 is approved.

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

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

ADOPTED this the 7th day of August 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
To: Carl Spiegel  
Sergeant, Police Department  
City of San Marcos

From: Thomas A. Peoples  
Chief of Police  
City of Oak Ridge  
PO Box 548  
Kaufman, TX 75142  
(972) 551-0345 (w)  
(254) 371-7310 (m)

Ref: Vehicle Request

We are a new agency and understand that you have Chevrolet Impalas that are being rotated out of service. Due to the recent loss of a patrol vehicle in a pursuit, the size of our City and current budget restraints we are restricted on funds to spend on patrol vehicles.

We are therefore requesting your assistance in fulfilling the needs of the Agency and City by authorizing us to purchase these vehicles at the suggested wholesale of approximately $5,000.00 ea.

We are interested in the following:

3 - 2012/13 Chevrolet Impala Equipped with:  
Front push bumper w/ 45 degree intersection lights  
Tomar (Red Blue) LED lightbar  
Rear (Red Blue) deck light  
Intersection lights front and rear  
Wig-wag flashing headlamps  
Digital Control panel with 100 watt siren  
Full size spare option included  
Drivers side spotlight  
Pursuit Rated  
Transport seating
Thank you very much for your assistance.

Cc: Alton Rudin, Mayor City of Oak Ridge

[Signature]

Thomas A. Peoples, Chief of Police
USED EQUIPMENT PURCHASE AGREEMENT

BETWEEN

THE CITY OF SAN MARCOS AND THE CITY OF OAK RIDGE, TEXAS

THIS AGREEMENT ("Agreement") is made effective as of the date executed by both parties ("Effective Date"), and is between the City of San Marcos, Texas, a home-rule municipal corporation with offices at 630 E. Hopkins Street, San Marcos, Tx 78666 ("City"), and the City of Oak Ridge, Texas, a Type B General Law Municipality with offices at 8450 N. State Hwy. 34, Oak Ridge, Texas 75161 ("Transferee"), under the following circumstances:

Section 1. Equipment donated.

1.1 City agrees to sell the following equipment to the City of Oak Ridge:

(a) 2013 Chevrolet Impala Police Cruiser, Vehicle Identification Number: 2G1WD5E31D1245519 more specifically described in Exhibit A attached hereto and incorporated herein.

(b) 2013 Chevrolet Impala Police Cruiser, Vehicle Identification Number: 2G1WD5E39D1243212 more specifically described in Exhibit A attached hereto and incorporated herein.

(c) 2012 Chevrolet Impala Police Cruiser, Vehicle Identification Number: 2G1WD5E39C1157896 more specifically described in Exhibit A attached hereto and incorporated herein.

1.2. Transferee represents that it is a Type B General Law Municipality.

Section 2. Removal of Equipment; Consideration; Transfer of Title.

2.1 Removal of Equipment. At a mutually acceptable time and date, but not later than fifteen (15) days after the Effective Date, Transferee will, at Transferee's sole cost, expense and risk, remove the police cars identified in Section 1.1 herein below ("Equipment") from City's offices at 2300 S. IH-35, San Marcos, Texas 78666 (the "Site").

2.2 Consideration. The consideration for the sale contemplated by this Agreement shall be that the Transferee agrees to use the Equipment for official use to further the public purposes stated in Resolution No. 2018-__R, approved by the San Marcos City Council on August 7, 2018. The monetary consideration agreed upon for this transaction is in the amount of $5,000.00 per vehicle ($15,000 total) payable by check or ACH transfer on the date of vehicle pickup.
2.3 **Transfer of Title.** Effective upon Transferee's removal of the Equipment from the Site, City hereby transfers, assigns and conveys to Transferee all of Transferor's right, title, and interest in and to the Equipment.

2.4 All costs associated with pickup, transport, refurbishing, repairing or restoring, and retitling the Equipment will be the responsibility of Transferee.

Section 3. **Disclaimer of Warranties; Limitation of Liability.**

3.1 TRANSFEREE HEREBY ACKNOWLEDGES RECEIPT OF THE EQUIPMENT AND THAT TRANSFEREE HAS EXAMINED THE EQUIPMENT TO INSPECT ITS CONDITION. THE TRANSFEREE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS SOLD ON AN AS-IS AND WHERE IS WITH ALL FAULTS, WITH NO GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED WHETHER OF TITLE, MERCHANTABILITY, ITS CONDITION, PERFORMANCE, OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

3.2 UNDER NO CIRCUMSTANCES WILL TRANSFEROR BE LIABLE TO TRANSFEREE OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE EQUIPMENT OR ITS USE BY TRANSFEROR.

Section 4. **Miscellaneous Provisions**

4.1 **Authority.** Each of the persons executing this Agreement represent that he or she has full power and authority to execute this Agreement on behalf of the party that person represents.

4.2 **Law and Venue.** This Agreement shall be construed and enforced according to the laws of the State of Texas; and exclusive venue for any legal action arising under this Agreement shall lie in Hays County, Texas.

4.3 **Immunity:** The City’s execution of and performance under this Agreement will not act as a waiver of any immunity of the City to suit or liability under applicable law. The parties acknowledge that the City, in executing and performing this Agreement, is a governmental entity acting in a governmental capacity.

4.4 **Effective Date.** This Agreement will become effective upon execution of both parties.

4.5 **Amendment.** No amendment of this Agreement will be effective until the amendment has been reduced to writing, each party has duly approved it, and is signed by the authorized representatives of the Parties. Any amendment will incorporate this Agreement in every particular not otherwise changed by the amendment.

4.6 **Complete Agreement/Amendment.** This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this Agreement. This Agreement may be canceled, changed, modified or amended, in whole or in part, only by the written and recorded agreement by the City and the Transferee.
4.7 **Binding Effect.** This Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns.

4.8 **Interpretation.** Each of the Parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any Party based on draftsmanship.

4.9 **Relationship of the Parties.** This Agreement will not be construed as establishing a partnership or joint venture, joint enterprise, express or implied agency relationship between the parties. The City, its past, present or future officers, elected officials, employees or agents, do not assume any responsibility or liability to any third party in connection with this Agreement.

4.10 **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected and it is also the intention of the Parties that, in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

4.11 **Paragraph Headings.** The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the paragraphs.

4.12 **No Third-Party Beneficiaries.** This Agreement is not intended to nor shall it be interpreted to confer any rights, privileges or causes of action upon any third party.

4.13 **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. A facsimile signature will be deemed to be an original signature for all purposes.

**Exhibits.** Exhibit A, Equipment Description, is attached to and incorporated into this Agreement for all purposes.

EXECUTED to be effective as of the ____ day of ______________, 2018.

**CITY OF OAK RIDGE**

By: ___________________________
Al Rudin
Mayor

**CITY OF SAN MARCOS**

By: ___________________________
Bert Lumbereras
City Manager
## Equipment Description

<table>
<thead>
<tr>
<th>Make/Model</th>
<th>2013 Chevrolet Impala 9C1 (1304)</th>
</tr>
</thead>
<tbody>
<tr>
<td>VIN#</td>
<td>2G1WD5E31D1245519</td>
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<tr>
<td>Engine Make</td>
<td>GM 3.6L V-6</td>
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<tr>
<td>Mileage</td>
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<tr>
<td>Transmission</td>
<td>GM</td>
</tr>
<tr>
<td>Emergency Lighting</td>
<td>Tomar Scorpion</td>
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<tr>
<td></td>
<td>Tomar 940 Control</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Make/Model</th>
<th>2013 Chevrolet Impala 9C1 (1303)</th>
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<td>Engine Make</td>
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<td>Mileage</td>
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<td>Emergency Lighting</td>
<td>Tomar Scorpion</td>
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<td>Tomar 940 Control</td>
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</tbody>
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<table>
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<th>2012 Chevrolet Impala 9C1 (1206)</th>
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<td>2G1WD5E39C1157896</td>
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<td>Engine Make</td>
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<td>Tomar 940 Control</td>
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AGENDA CAPTION:
Consider approval of Resolution 2018-136R, ratifying the award of a contract to Farrwest Environmental Supply, Inc. for emergency preparedness & safety equipment from the Texas Local Government Purchasing Cooperative ("HGACBUY" contract #EP11-17) in the amount of $63,172.00; ratifying the City’s execution of the contract documents; and declaring an effective date.

Meeting date: August 7, 2018

Department: Neighborhood Services - Jeff Caldwell, Director (By Lynda Williams, Purchasing Manager)

Amount & Source of Funding
Funds Required: $63,172.00
Account Number: 13126006-56069
Funds Available: Click or tap here to enter text.
Account Name: HSGP-FEDERAL-EQUIP-2018

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:

As authorized by the state statute, the equipment was procured through the Texas Local Government Purchasing Cooperative (“HGACBuy”), contract #EP11-17 for Emergency Preparedness & Safety Equipment to Farrwest Environmental Supply, Inc. located in Schertz, Texas.

The City of San Marcos is a lead agency in the Capital Area Regional Response Plan providing a chemical, biological, radiological, nuclear and explosive (CBRNE) hazardous materials response capability and a regional law enforcement component. The City has participated in this regional concept since 2003.

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.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, RATIFYING THE AWARD OF A CONTRACT TO FARRWEST ENVIRONMENTAL SUPPLY, INC. FOR EMERGENCY PREPAREDNESS & SAFETY EQUIPMENT FROM THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (“HGACBUY” CONTRACT #EP11-17) IN THE AMOUNT OF $63,172.00; RATIFYING THE CITY’S EXECUTION OF THE CONTRACT DOCUMENTS AND DECLARING AN EFFECTIVE DATE.

RECITALS:

1. On April 3, 2018, Resolution No. 2018-47R authorized the City to apply for and receive grant funds from Department of Homeland Security for Hazardous Materials Area Rae Equipment. The Homeland Security Grant included a stipulation that funds must be expended prior to June 30, 2018

2. In order to take full advantage of the Homeland Security Grant, the City expended $63,172.00 of the grant funds prior to the June 30, 2018 deadline and prior to Council approval.

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

PART 1. The award of a contract to Farrwest Environmental Supply, Inc. for $63,172.00 is approved.

PART 2. The City’s execution of the contract documents is ratified.

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

ADOPTED this the 7th day of August, 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
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***INCLUDES FREE GROUND SHIPPING***

***HGAC PRICING - CONTRACT# EP11-17***

HGAC CONTRACT# EP11-17

Subtotal $63,172.00

Sales Tax (0.0%) $0.00

Total $63,172.00
RESOLUTION NO. 2018-47R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO APPLY FOR HOMELAND SECURITY GRANTS FOR HAZARDOUS MATERIALS AREAS EQUIPMENT; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ACCEPT, REJECT, ALTER OR TERMINATE THE GRANTS, IF AWARDED, AND TO EXECUTE ALL CONTRACTS AND DOCUMENTS AS NECESSARY TO IMPLEMENT THE GRANTS; AND DECLARING AN EFFECTIVE DATE.

RECITALS:

1. The City of San Marcos is a lead agency in the Capital Area Regional Response Plan providing a chemical, biological, radiological, nuclear and explosive (CBRNE) hazardous materials response capability and a regional law enforcement component. The city has participated in this regional response concept since 2003.

2. The City, along with Hays County, has received numerous grants and equipment disbursements in order to from, maintain and operate a CBRNE/All Hazards Task Force. This capability allows our organization to increase readiness not only to manmade, but natural born emergency events.

3. The City of San Marcos, already participates in matching funding and no extra funds are required for these grant applications.

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

PART 1. The City Manager or his designee is authorized to submit applications for Homeland Security grant funds for the HAZMAT AreaRAE.

PART 2. The City Manager or his designee is authorized to accept the grant, if awarded, and to execute all contracts and documents with the awarding agency and any participating entities as necessary and appropriate for implementation of the grant.

PART 3. The City Manager or his designee is authorized to reject, alter or terminate the grant on behalf of the City of San Marcos.

PART 4. The City of San Marcos agrees that in the event of loss or misuse of the Office of the Governor funds, the City of San Marcos assures that the funds will be returned to the Office of the Governor in full.

PART 5. This Resolution shall be in full force and effect immediately from and after its passage.
ADOPTED on April 3, 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
Here you go ma’am. My apologies for this taking so long. Let me know if you need anything else.

Thank you,

Rachel Ingle
Emergency Management Coordinator | Neighborhood Services - Marshal's Office
630 E. Hopkins St, San Marcos, TX 78666
512.393.8482 | Mobile 512.214.2859

Hey Rachel,

Yes it was June 30. So you were correct.

Thanks for checking.

Angela

Angela Hahn, CPM
Homeland Security Assistant Director
Capital Area Council of Governments
V: 512-916-6014
F: 512-916-6001
ahahn@capcog.org
www.capcog.org
No electronic communication by a CAPCOG employee may legally obligate the agency.

Hi Angela,
Back in January/February I believe, I had talked with Eric about our Hazmat AreaRAEs grant through the HSGP program. What I remember being told was that I had until June 30th to spend the $$ for the grant before I would have to turn it back to the COG so that it could be spent on another project and we wouldn’t lose the money as a region. Can you verify that? I am fairly certain the June 30th date was important so that HSTF could make the decision of where to reallocate the money. I spent the money for the grant so that’s isn’t an issue. I just want to verify that was the process.

Thank you,

Rachel Ingle
Emergency Management Coordinator | Neighborhood Services - Marshal's Office
630 E. Hopkins St, San Marcos, TX 78666
512.393.8482 | Mobile 512.214.2859

CAUTION: This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email.
AGENDA CAPTION:
Consider approval of Resolution 2018-137R, approving the annual renewal of the Microsoft Enterprise Agreement with SHI Government Solutions, Inc. through State Department of Information Resources Contract DIR-TSO-4092 for software licenses in the estimated amount of $280,494.05; authorizing the City Manager or his designee to execute the appropriate documents on behalf of the City; and declaring an effective date.

Meeting date: August 7, 2018

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

Amount & Source of Funding
Funds Required: $280,494.05
Account Number: 10001280-52395, 22006335-52395, 21006322-52395, G0008-federal-progad-2014, 12070240-52395, 12024225-52395
Funds Available: FY19 Budget
Account Name: Software Maintenance

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

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

Comprehensive Plan Element(s): [Please select the Plan element(s) and Goal # from dropdown menu below]
☐ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☐ Land Use - Choose an item.
☐ Neighborhoods & Housing - Choose an item.
☐ Parks, Public Spaces & Facilities - Choose an item.
☐ Transportation - Choose an item.
Background Information:
In August 2003, the City entered into an Enterprise Agreement with Microsoft. The Microsoft Enterprise Agreement allows the City to purchase licenses and software assurances, for a core group of applications for the organization and use on our servers from Microsoft Corporation. The applications that are included in the City’s agreement are as follows: Microsoft Office 365 Professional (810), Visio (10), Project client access licenses (22) Project Server (1), Microsoft desktop operating system upgrades (455), virtual desktop operating system upgrades (400), Windows Server operating systems (19), MS SQL Standard (15), MS SQL Enterprise (12), Enterprise Windows client access licenses (600), Azure Active Directory (600), and Remote Desktop client access licenses (15). Software assurance allows the City to receive the latest version of software, support, training, software utilities, and planning services for the products while under the agreement.

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

Alternatives:
Click or tap here to enter text.

Recommendation:
Technology Services is requesting approval from Council to renew the Microsoft Enterprise Agreement for one (1) year, through the State Department of Information Resources contract DIR-TSO-4092 held by SHI Government Solutions for $280,494.05. The renewal will be effective October 1, 2018 through September 30, 2019.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING THE ANNUAL RENEWAL OF THE MICROSOFT ENTERPRISE AGREEMENT WITH SHI GOVERNMENT SOLUTIONS, INC. THROUGH STATE DEPARTMENT OF INFORMATION RESOURCES CONTRACT DIR-TSO-4092 FOR SOFTWARE LICENSES IN THE ESTIMATED AMOUNT OF $280,494.05; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE 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 annual renewal of the Microsoft Enterprise Agreement with Shi Government Solutions, Inc. through State Department of Information Resources contract DIR-TSO-4092 for software licenses in the estimated amount of $280,494.05 is approved.

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

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

ADOPTED this the 7th day of August 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
All Prices are in US Dollar (USD)

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Subtotal: $280,494.05  
Shipping: $0.00  
Total: $280,494.05

Additional Comments

Service Level Agreements:

1. Quotes: Quote requests will be acknowledged within 4 business hours of each request. Under normal circumstances, quotes will be provided within 24-48 hours of the initial request. If quotes will take longer than this timeframe, status updates will be provided at reasonable intervals.

2. Orders: All valid orders will be processed within 24 hours.

3. Contract Documents: All submissions will be reviewed and responded to within 24 business hours. Actual processing time will vary based on quality and complexity of the submission.

The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.
AGENDA CAPTION:
Consider approval of Resolution 2018-138R, approving a contract with Enterprise Fleet Management, Inc. through the Interlocal Purchasing System, TIPS, for the lease of thirty-one light vehicles and the purchase miscellaneous equipment for maintenance in the estimated amount of $1,270,000.00; authorizing the City Manager or his designee to execute the appropriate documents on behalf of the City; and declaring an effective date.

Meeting date: August 7, 2018

Department: Finance Department - Heather Hurlbert, Director

Funds Required: Total $1,270,000 FY18-$390,000
Account Number: CAPL-GENERALN-VEHICLE, 20006301.52112, 21006322.52112, 22006335.52112
Funds Available: $390,000
Account Name: Vehicle/Equipment Finance Payments, City Fleet Leasing

CITY COUNCIL GOAL:
#7-Maintain Fiscal Responsibility
#8-Provide for the efficient and effective delivery of services

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

BACKGROUND:
In 2014, the City began participating in a Fleet Management contract with Enterprise Fleet Management, Inc., through the Interlocal Purchasing System, TIPS, for the leasing of CID vehicles. Enterprise presented a citywide fleet management proposal to staff after the successful leasing of the CID 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 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 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. All maintenance is
included in the annual lease payment with the exception of tires and Enterprise will contract 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.

This contract is brought to City Council each year for the approval of the annual vehicle allocation and contract increase. For FY18, the City will lease thirty-one (31) vehicles from Enterprise Fleet Management, Inc., with estimated annual lease payments in the amount of $220,000 per year, the purchase of equipment the first year estimated at $170,000 totaling an estimated $1,270,000 for the five (5) year period. The thirty-one (31) vehicles are to be distributed as follows:

- Water/Wastewater Utility-9
- Electric Utility-1
- Drainage Utility-1
- CVB-1
- General Fund-19
RESOLUTION 2018-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING A CONTRACT WITH ENTERPRISE FLEET MANAGEMENT, INC. THROUGH THE INTERLOCAL PURCHASING SYSTEM, TIPS, FOR THE LEASE OF THIRTY-ONE LIGHT VEHICLES AND THE PURCHASE MISCELLANEOUS EQUIPMENT FOR MAINTENANCE IN THE ESTIMATED AMOUNT OF $1,270,000.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE 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 contract with Enterprise Fleet Management, Inc. through the interlocal purchasing system, TIPS, for the lease of thirty-one (31) light vehicles and the purchase miscellaneous equipment for maintenance in the estimated amount of $1,270,000.00 is approved.

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

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

ADOPTED this the 7th day of August 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
<table>
<thead>
<tr>
<th>Vehicle #</th>
<th>Dept</th>
<th>Vehicle Type</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Assigned Category</th>
<th>Estimated Vehicle Cost Per Year</th>
<th>Estimated After Market Cost</th>
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</thead>
<tbody>
<tr>
<td>75-396</td>
<td>TRAF</td>
<td>AV Van Pickup Reg 4x2</td>
<td>2007</td>
<td>Chevrolet</td>
<td>Silverado 2500HD Ext Cab Standard</td>
<td>Chevrolet Silverado 2500HD Crew Cab</td>
<td>$8,318.72</td>
<td>$1,810.00</td>
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<tr>
<td>72-155</td>
<td>TRAF</td>
<td>AV Van Pickup Reg 4x2</td>
<td>2006</td>
<td>Dodge</td>
<td>1500 Quad Cab 4x2</td>
<td>2018 Ford F150 4X2 Supercab (Inv Tech)</td>
<td>$5,316.32</td>
<td>$1,810.00</td>
</tr>
<tr>
<td>75-396</td>
<td>STREETS</td>
<td>AV Van Pickup Quad 4x2</td>
<td>2006</td>
<td>Dodge</td>
<td>2500 Quad Cab 4x2</td>
<td>2018 Ford F250 4x2 Supercab</td>
<td>$6,201.02</td>
<td>$1,810.00</td>
</tr>
<tr>
<td>75-255</td>
<td>PRKRG</td>
<td>1/2 Ton Pickup Ext 4x2</td>
<td>2006</td>
<td>Dodge</td>
<td>2500 Quad Cab 4x2</td>
<td>2018 Ford F250 4x4 V8. see email for others</td>
<td>$6,988.30</td>
<td>$10,879.00</td>
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<tr>
<td>83-913</td>
<td>PRKRG</td>
<td>Full Size SUV 4x2</td>
<td>2008</td>
<td>Chevrolet</td>
<td>Tahoe 4WD</td>
<td>2018 Ford Tahoe LE 4x4 LT opt package, POLICE WHITE</td>
<td>$8,889.77</td>
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<td>PRKRG</td>
<td>3/4 Ton Pickup Quad 4x2</td>
<td>2006</td>
<td>Dodge</td>
<td>2500 Quad Cab P/U</td>
<td>2018 Ford F250 4x4 V8. see email for others</td>
<td>$6,988.30</td>
<td>$10,879.00</td>
</tr>
<tr>
<td>124-001</td>
<td>MARSH</td>
<td>Expedition XLT SSV 4x2</td>
<td>2008</td>
<td>Ford</td>
<td>Expedition XLT SSV 4x2</td>
<td>2018 Chevy TAHOE 4X4 LE VERSION</td>
<td>$8,889.77</td>
<td>$3,450.00</td>
</tr>
<tr>
<td>166-923</td>
<td>PS</td>
<td>1 Ton Pickup Quad 4x2</td>
<td>1998</td>
<td>Chevy</td>
<td>3500 Pickup</td>
<td>2018 Durango</td>
<td>$7,375.96</td>
<td>$3,450.00</td>
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<tr>
<td>165-0501</td>
<td>PS</td>
<td>Full Size SUV 4x2</td>
<td>2005</td>
<td>Ford</td>
<td>Expedition</td>
<td>2018 Durango</td>
<td>$7,375.96</td>
<td>$3,450.00</td>
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<tr>
<td>166-0602</td>
<td>PS</td>
<td>Full Size SUV 4x2</td>
<td>2006</td>
<td>Chevy</td>
<td>Traverse</td>
<td>2018 Traverse</td>
<td>$6,995.80</td>
<td>$6,639.00</td>
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<tr>
<td>166-0810</td>
<td>PS</td>
<td>3/4 Ton Pickup Ext 4x2</td>
<td>2008</td>
<td>Chevrolet</td>
<td>Silverado 2WD Ext Cab</td>
<td>2018 Toyota 4 Runner</td>
<td>$6,797.92</td>
<td>$3,450.00</td>
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<tr>
<td>165-0811</td>
<td>PS</td>
<td>Compact Pickup Reg 4x2</td>
<td>2008</td>
<td>Ford</td>
<td>Ranger</td>
<td>2018 GMC Terrain</td>
<td>$6,481.63</td>
<td>$6,639.00</td>
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<tr>
<td>75-NEW</td>
<td>WWCOL</td>
<td>1500 Ext Cab/ 4x2</td>
<td>2018</td>
<td>Chevrolet</td>
<td>Silverado 3500HD Double Cab Diesel/Service bed, Duals</td>
<td>2018 Chevy Silverado 3500HD Double Cab Diesel/Service bed, Duals</td>
<td>$8,066.54</td>
<td>$8,178.00</td>
</tr>
<tr>
<td>124-NEW</td>
<td>MARSH</td>
<td>Emergency Mang Corntr</td>
<td>2018</td>
<td>Chevy</td>
<td>Tahoe LE 4x2 LT Opt, Police WHITE</td>
<td>2018 Ford F150 4X2 SuperCab</td>
<td>$8,189.15</td>
<td>$3,450.00</td>
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<tr>
<td>32-NEW</td>
<td>PLANET</td>
<td>New Position</td>
<td>2018</td>
<td>Ford</td>
<td>Explorer Base</td>
<td>2018 Ford Explorer</td>
<td>$6,205.44</td>
<td>$6,184.00</td>
</tr>
<tr>
<td>79-NEW</td>
<td>DRN</td>
<td>New Position Drainage Eng</td>
<td>2002</td>
<td>Chevrolet</td>
<td>Silverado 2500HD Ext Cab Standard</td>
<td>2018 Ford F150 4X2 SuperCab</td>
<td>$5,316.32</td>
<td>$1,810.00</td>
</tr>
<tr>
<td>79-NEW</td>
<td>CVB-NEW</td>
<td>New Vehicle requirement</td>
<td>2018</td>
<td>Chevrolet</td>
<td>Tahoe LE 4x2 Base</td>
<td>2018 Ford F150 4X2 SuperCab</td>
<td>$8,072.00</td>
<td>$6,481.63</td>
</tr>
<tr>
<td>771-NEW</td>
<td>IP</td>
<td>New Position</td>
<td>2018</td>
<td>Ford</td>
<td>Transit Van 72in cab</td>
<td>2018 Ford Transit Van</td>
<td>$6,481.63</td>
<td>$3,883.00</td>
</tr>
<tr>
<td>37-NEW</td>
<td>ELECT ENG TECH</td>
<td>New Position</td>
<td>2018</td>
<td>Ford</td>
<td>Ford F150 Crew Cab SWB, 4 door V6</td>
<td>2018 Ford F150 Crew Cab SWB, 4 door V6</td>
<td>$5,550.73</td>
<td>$1,810.00</td>
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</tbody>
</table>

**Total: 18 GF // 12 Enterprise**
AGENDA CAPTION:
Consider approval, by motion, of an Authorization of Change in Services adding a Consumer Price Index Increase of 2.3% which increases the City’s contract with Green Guy Recycling by $15,501.33.
Meeting date: August 7, 2018

Department: Community Services - Rodney Cobb, Executive Director (by Lynda Williams, Purchasing Manager)

Amount & Source of Funding
Funds Required: $290,460.57
Account Number: 24006350-52295, XXXXXXXX.52295
Funds Available: $290,500
Account Name: Garbage-Recycling Contract, Recycling-City Facilities

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:
In accordance with Section 5.2 of the City’s contract with Green Guy Recycling, the contract is adjusted upward by 2.3% 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 amendment (adjustment) will increase the contract by $15,501.33 for a total revised annual contract amount of $290,460.67.

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.
AUTHORIZATION OF CHANGE IN SERVICES  
CITY OF SAN MARCOS, TEXAS

PROJECT: Contract for Recycling Services Drop-Off Center and City Facilities  
CONTRACT NUMBER: 214-331  
CONTRACTOR: Green Guy Recycling, Inc.  
AUTHORIZATION NO: 5  
ORIGINAL CONTRACT DATE: June 17, 2014  
DATE OF CHANGE: August 7, 2018

WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES

In accordance with Section 5.2, the Contract is adjusted upward by 2.3% 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.

Specifically, the following rate changes will take place:

<table>
<thead>
<tr>
<th>Service</th>
<th>FY18 Rate</th>
<th>FY19 Rate (2.3% increase)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drop Off Facility</td>
<td>$0.73</td>
<td>$0.75</td>
</tr>
<tr>
<td>City Facilities</td>
<td>$3,017.19</td>
<td>$3,086.59</td>
</tr>
<tr>
<td>HHW</td>
<td>$18.67</td>
<td>$19.10</td>
</tr>
</tbody>
</table>

Previous contract amount: $274,959.24  
Net increase/decrease in contract amount: $15,501.33  
Revised contract amount: $290,460.57

Contractor: Green Guy Recycling, Inc.

By: ___________________________ Date: __________________

______________________________  
Printed Name and Title

Approved by:

City of San Marcos: Date:___________________

By: ___________________________  
Bert Lumbreras, City Manager
AGENDA CAPTION:
Receive a Staff presentation and hold the first of two Public Hearings to receive comments for or against Ordinance 2018-19; adopting a new Transportation Master Plan and Thoroughfare Plan; including procedural provisions; and providing an effective date; and consider approval of Ordinance 2018-19, on the first of two readings.

Meeting date: August 7, 2018

Department: Engineering and CIP

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

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

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

Comprehensive Plan Element (s): [Please select the Plan element(s) and Goal # from dropdown menu below]
☐ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☒ Land Use - High Density Mixed Use Dev. & Infrastructure in the Activity Nodes & Intensity Zones (supporting walkability and integrated transit corridors)
☐ Neighborhoods & Housing - Choose an item.
☐ Parks, Public Spaces & Facilities - Choose an item.
☒ Transportation - Safe, Well coordinated transportation system implemented in an environmentally sensitive manner
Master Plan: [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]
Transportation Master Plan

Background Information:
The City has updated the 2004 Transportation Master Plan using the City’s Comprehensive Plan “Vision San Marcos: A River Runs through Us” as a guiding document. The improvements identified in this plan will help to enhance transportation safety, minimize congestion, preserve local character, and protect the rivers and the San Marcos environment.

The following transportation master plan goals were established:

- Implement cross-sections that preserve character and encourage economic development
- Build a safe, efficient multimodal system that accesses key land uses
- Expand bicycle lanes and trails
- Build a connected, safe, and accessible pedestrian network
- Plan for transit to serve downtown and intensity zones
- Expand the greenways systems
- Maximize efficiency through best practices

On Tuesday, May 15, 2018, City staff presented a Transportation Master Plan update prior to beginning the final adoption process. City Council had several questions on the plan which included bicycle facilities in the downtown and coordination with the Regional Arterials plan underway by CAMPO.

The public hearing tonight will be the first of two readings adopting the plan.

Council Committee, Board/Commission Action:
On Tuesday, June 26, 2018, City staff presented Transportation Master Plan to the Planning and Zoning Commission; and a public meeting was held for the TMP. Craddock and Northwest Loop extensions were discussed in detail. The commission approved the TMP with a condition of removing Craddock Extension from the Thoroughfare Plan while keeping the Northwest Loop

Alternatives:
Click or tap here to enter text.

Recommendation:
Staff recommends adoption of Transportation Master Plan.
ORDINANCE NO. 2018 -

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS ADOPTING A NEW TRANSPORTATION MASTER PLAN AND THOROUGHFARE PLAN; INCLUDING PROCEDURAL PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

1. Updates to the City’s Transportation Master Plan and Thoroughfare Plan have been recommended for approval by the City Council.

2. Public hearings regarding such updates were held before the Planning and Zoning Commission and the City Council and all other requirements for amendment of the City’s Transportation Master Plan and Thoroughfare Plan have been met.

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

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

SECTION 1. The updated Transportation Master Plan, as attached hereto, and the Thoroughfare Plan contained therein, are hereby adopted.

SECTION 2. The Transportation Master Plan and Thoroughfare Plan contained therein adopted under Section 1 shall replace and supersede all previous versions of the Transportation Master Plan and Thoroughfare Plan.

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

PASSED AND APPROVED on first reading on August 7, 2018.

PASSED, APPROVED, AND ADOPTED on second reading on August 21, 2018.

John Thomaides
Mayor

Approved: Attest:

Michael J. Cosentino Jamie Lee Case
City Attorney City Clerk
[ATTACH FINAL VERSION OF MASTER PLAN APPROVED BY CITY COUNCIL]
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INTRODUCTION
The City of San Marcos and Hays County are experiencing significant growth, and San Marcos is among the fastest growing cities in the nation.

To keep pace with the growing community and transportation needs, the City has developed this Update to its 2004 Transportation Master Plan. By reviewing policies, development rules, and the existing transportation network, this Update will help the City prepare and prioritize for the future.

This Transportation Master Plan considers new socioeconomic data and information from the City of San Marcos 2013 Comprehensive Plan “Vision San Marcos: A River Runs Through Us”.

The improvements identified in this plan will help to enhance transportation safety, minimize congestion, preserve local character, and protect the rivers and the San Marcos environment.

In December 2013, San Marcos was named #9 on Business Insider’s list of the “10 Most Exciting Small Cities in America.”
TRANSPORTATION PLANNING AND LAND USE
Transportation planning is the preparation of plans, policies, funding, and project identification to facilitate development of a successful transportation system. The Transportation Master Plan influences land use and community planning, and plays an important role in the City of San Marcos Vision.

This Transportation Master Plan is guided by the City’s Comprehensive Plan, Preferred Scenario Map and community input.

This Plan seeks to implement the policies of the Comprehensive Plan by framing a future transportation network focused on multimodal mobility, connectivity and accessibility, implemented in an environmentally sensitive manner.

The coordination of land use and transportation planning is essential to smart growth and sustainable development within the City of San Marcos.
TRANSPORTATION GOALS
The Transportation Master Plan guides the development of transportation infrastructure in the City of San Marcos. At the beginning of the planning process, City plans and policies were reviewed to identify related transportation goals and objectives. This Transportation Master Plan considered each of these goals and objectives throughout the planning process.

The City of San Marcos’ Comprehensive Plan, “Vision San Marcos: A River Runs Through Us”, envisions a more integrated transportation network that supports all types of users and modes. It embraces the concept of “Complete Streets” - the approach to planning streets that are designed, operated, and maintained to enable safe, convenient and comfortable travel and access for users of all ages and abilities.

### TRANSPORTATION MASTER PLAN GOALS

- Implement roadway cross-sections that preserve the character of neighborhoods while encouraging appropriately located economic development.
- Build a multimodal transportation network that is safe, efficient and provides direct access to key land uses.
- Increase bicycle use by expanding safe, convenient and fun bicycle lanes and trails throughout the City.
- Continue to build a well-connected pedestrian network with an emphasis on safety and accessibility.
- Plan for a transit network to serve downtown and key intensity zones by the year 2035.
- Expand the Greenways system to provide opportunities for recreation and economic development, and to encourage increased mode shift.
- Use national best practices to maximize transportation efficiency.

### COMPREHENSIVE PLAN VISION GOALS

- A connected network of efficient, safe and convenient multimodal transportation options while protecting the environment.
- A safe, well-coordinated transportation system implemented in an environmentally sensitive manner.
- A multimodal transportation network to improve accessibility and mobility, minimize congestion and reduce pollution.

To achieve the vision of a more comprehensive and integrated transportation network that is multimodal, compact, and sustainable, these goals are defined as part of the Transportation Master Plan.
EXISTING CONDITIONS
An important first step in developing an effective transportation plan is to document existing conditions in the study area. There are many factors to consider when planning for future demand on a community’s transportation network.

Understanding how the existing infrastructure operates and how it is used helps planners shape a system that will best serve the community it supports.

Data about the community is also gathered to better build a transportation network that supports the needs of the people using it.

Understanding the demographics, existing transportation network, and environmental constraints of a community helps to define how the transportation network is being used, and to plan for change.
DEMOGRAPHICS

San Marcos’ central position along IH 35 between San Antonio and Austin makes it an ideal location for industry. The City enjoys access to major transportation facilities, with proximity to international and regional airports.

The City also offers business incentives and support for small businesses and entrepreneurs such as local and state resources, Energy Efficiency Reward Programs, Workforce Development Assistance, tax credits, rebates and bonds. A continual source of new talent from the region’s higher educational facilities, including Texas State University, Austin Community College, and other career training programs work in industries ranging from education, retail and government, to manufacturing, aviation and corporate operations.

The City of San Marcos has been ranked by the Census Bureau as one of the fastest growing cities in the U.S.

**POPULATION**

Over the past fifteen years, the City’s population has grown by 31%.

The Capital Area Metropolitan Planning Organization predicts that the population of San Marcos will reach 90,500 by 2025, a 37% increase in growth since 2015.

If current growth trends continue, by 2035, the population of San Marcos will reach 130,200 - a 96% increase since 2015.

**EMPLOYMENT**

Employment projections indicate that the labor force will increase by 37% in 2025 and by up to 77% in 2035 from 2015.

This robust growth is expected to place a heavy demand on City’s infrastructure including water, sewer, energy and transportation.
Population Growth

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<th>Population</th>
</tr>
</thead>
<tbody>
<tr>
<td>2005</td>
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</tr>
<tr>
<td>2008</td>
<td>54,492</td>
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<td>2010</td>
<td>56,759</td>
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<tr>
<td>2015</td>
<td>66,287</td>
</tr>
<tr>
<td>2025</td>
<td>90,472</td>
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<tr>
<td>2035</td>
<td>130,176</td>
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Employment Growth

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<td>2005</td>
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<tr>
<td>2008</td>
<td>35,332</td>
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<tr>
<td>2010</td>
<td>39,189</td>
</tr>
<tr>
<td>2015</td>
<td>51,299</td>
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<tr>
<td>2025</td>
<td>70,526</td>
</tr>
<tr>
<td>2035</td>
<td>91,042</td>
</tr>
</tbody>
</table>

Source: Growth data for population and employment obtained from the Capital Area Metropolitan Planning Organization
LAND USE

The City’s existing land uses include a mixture of single and multi-family residential, commercial, industrial and institutional uses including Texas State University and multiple City Parks.

The City’s downtown core is home to the historic Hays County Courthouse, as well as many local businesses including professional offices, retail, restaurants and bars.

Bounded by historic residential neighborhoods and the San Marcos River, downtown San Marcos has maintained a ‘small town’ feel, and has become a popular destination within the community.

Growth in the small town has spurred a need for more intensive urban planning. Developers have been collaborating with the City of San Marcos to build master-planned communities such as La Cima, Trace and Kissing Tree.
ROADWAY NETWORK AND TRAFFIC OPERATIONS

Functional classifications of roadways are designed to describe the hierarchical arrangement and interaction within a transportation network. These classifications may change over time, as the function of a roadway changes to serve different land uses or demand on other transportation facility changes.

2004 FUNCTIONAL CLASSIFICATIONS

The City of San Marcos' 2004 Transportation Master Plan classified the roadway network into four categories. The 2004 Functional Classifications Map shows the previous distribution of roadway types.

2004 classifications of roadway facilities

- Freeways
- Arterial Streets
- Collector Streets
- Local Streets
MAJOR ROADWAYS

Several roadways serve as major connecting facilities in San Marcos.

- **IH-35** is the only freeway that services San Marcos and nearby communities. It is accessed by grade separated interchanges with frontage roads on both sides.

- **SH 80** serves the east side of San Marcos and connects to RR 12, via Hopkins Street, through downtown.

- **SH 123**, a four-lane facility, originates in Seguin and becomes Guadalupe Street west of IH 35 as it approaches downtown.

- **SH 21** begins at SH 80 on the east side of San Marcos and runs northeast toward Bastrop County.

- **Loop 82**, also known as Aquarena Springs Drive, begins at IH 35 and runs through San Marcos where it intersects with IH 35 again as CM Allen Parkway.

- **RR 12 (Wonder World Drive)** connects the City of Wimberley and IH 35 on the south side of San Marcos.
TRAFFIC VOLUMES

Long-range transportation plans are developed based on current and projected traffic volumes on the major streets and intersections of interest.

Traffic volumes are used to identify problem areas and analyze how the transportation system may be improved. Detailed traffic volume information is provided in the Appendix.

To help identify current issues affecting streets in San Marcos, daily traffic volumes were collected on several major corridors. These counts served as a base to determine where issues such as safety and roadway deficiencies need to be addressed.

Traffic counts are collected along major roadways to determine where problems may exist in the network.
ROADWAY CAPACITY

When planning for new roadways, they are designed large enough to carry the number of vehicles predicted to use the facility through a specific build year, often 30 or 40 years in the future.

Using simulation software, planners compare roadway demand (number of vehicles on the road) with roadway supply (carrying capacity). If a roadway begins to approach or reaches its fully carrying capacity, congestion occurs.

Volume-to-capacity (V/C) ratio measures congestion levels on a roadway. When the V/C ratio begins to reach 100% of the roadway capacity, level of service for the facility degrades.

V/C and level of service for the City’s existing transportation network show the facilities where traffic improvements should be considered.
Twenty-two intersections were identified for detailed analysis, 19 of which are signalized. Turning movement counts were collected during the AM and PM travel peaks.
## INTERSECTION OPERATIONS

The standard measure used to evaluate vehicular traffic conditions at intersections is known as level of service (LOS). LOS measures the effect a number of factors can have on operating conditions at an intersection.

Factors that can affect intersection LOS include:
- Speed
- Volume of traffic and freedom to maneuver
- Geometric features
- Traffic interruptions
- Safety
- Driving comfort and convenience

LOS helped to determine where safety and roadway deficiencies need to be addressed within the transportation network. Improvements to several intersections were identified as short-term enhancements that could have an immediate impact on mobility within the City of San Marcos. Traffic analysis results are included in the Appendix.

These improvements are identified as short-term projects on the Capital Improvements Projects list.

### YEAR 2015 LEVEL OF SERVICE

<table>
<thead>
<tr>
<th>SIGNALIZED</th>
<th>AM Peak</th>
<th>PM Peak</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aquarena Springs Drive @</td>
<td>Thornton Lane</td>
<td>C ●</td>
</tr>
<tr>
<td>Charles Austin Drive</td>
<td>B ●</td>
<td>C ●</td>
</tr>
<tr>
<td>Sessom Drive</td>
<td>C ●</td>
<td>C ●</td>
</tr>
<tr>
<td>Staples Street (FM 621)</td>
<td>C ○</td>
<td>B ●</td>
</tr>
<tr>
<td>Broadway Street</td>
<td>C ○</td>
<td>C ●</td>
</tr>
<tr>
<td>Old Bastrop Highway</td>
<td>C ○</td>
<td>C ●</td>
</tr>
<tr>
<td>FM 110</td>
<td>C ●</td>
<td>A ●</td>
</tr>
<tr>
<td>Hopkins Street @</td>
<td>Bishop Street</td>
<td>C ●</td>
</tr>
<tr>
<td>Moore Street</td>
<td>C ●</td>
<td>C ●</td>
</tr>
<tr>
<td>LBJ Street</td>
<td>B ●</td>
<td>B ●</td>
</tr>
<tr>
<td>Guadalupe Street</td>
<td>B ●</td>
<td>D ●</td>
</tr>
<tr>
<td>Wonder World Drive @</td>
<td>Leah Avenue</td>
<td>C ●</td>
</tr>
<tr>
<td>Sadler Drive</td>
<td>B ●</td>
<td>C ●</td>
</tr>
<tr>
<td>IH 35</td>
<td>D ○</td>
<td>E ●</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>UNSIGNALIZED</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Hopkins Street @ North Street</td>
<td>A ○</td>
<td>A ○</td>
</tr>
<tr>
<td>McCarty Lane @ IH 35</td>
<td>E ●</td>
<td>C ●</td>
</tr>
<tr>
<td>SH 21 @ SH 80</td>
<td>C ●</td>
<td>C ●</td>
</tr>
</tbody>
</table>

*A signal has been installed since the 2015 analysis was performed.*
TRAFFIC GENERATORS

A traffic generator is a land use that creates vehicular trips including homes, schools, offices, or a movie theater. There are several key traffic generators which create a sufficient number of trips to have unique impacts on traffic patterns in the City of San Marcos.

They include:
1. Tanger and Premium Outlet Centers
2. Central Texas Medical Center
3. Hays County Government Offices
4. Wonder World Park
5. Texas State University
6. City of San Marcos Government Offices
7. Bobcat Stadium
8. Aquarena Center
9. San Marcos Downtown Square
10. San Marcos Regional Airport
11. San Marcos High School
12. Bowie Elementary School
13. Mendez Elementary School
14. Hernandez Elementary School
15. Bonham Prekindergarten School
16. Owen Goodnight Middle School
17. DeZavala Elementary School
18. Doris Miller Middle School
19. Travis Elementary
20. Crockett Elementary
Since 2011, between 640 and 860 automobile crashes have been reported each year in San Marcos.

In that same timeframe, 61 bicycle crashes and 100 pedestrian-involved crashes have been reported.

CRASH DATA

Crash history for the City of San Marcos was obtained from TxDOT. All crashes that occurred on I-35 were excluded.

Aquarena Springs and Loop 82 have seen the most crashes with approximately 1,390 crashes between 2011 and 2016. This accounts for over 30% of the total crashes reported during this time frame.

Crash data is included in the Appendix.
REPORTED CRASHES PER YEAR

Source: TxDOT Crash Record Information System (CRIS)
MULTIMODAL TRANSPORTATION

Multimodal transportation is the movement of people and goods through multiple modes including passenger vehicles, bus, rail, pedestrians, and bicycles. While passenger vehicles dominate transportation in the City of San Marcos, there are increasing opportunities for multimodal travel.

TRANSIT

Existing local transit service in San Marcos includes Capital Area Rural Transportation System (CARTS) and Bobcat Shuttle service offered by Texas State University. The City of San Marcos Intermodal Station, south of downtown, acts as a hub for transit services ranging from the local and regional CARTS routes to national intercity transit services offered by Amtrak and Greyhound.

CARTS operates seven municipal bus service routes throughout San Marcos. Two are Interurban Coach routes between San Marcos and Austin operating on weekdays. A county bus provides complementary transit services for disabled users living in or visiting the City of San Marcos.

Bobcat Shuttle operates eleven routes. Three of these routes operate on campus, while the remaining eight operate off campus.
According to the Comprehensive Plan, from 2008 to 2010, 5.3 percent of San Marcos’ workforce walked or used a bicycle to get to work or school.
BICYCLE FACILITIES

The City of San Marcos is committed to encouraging bicycle use by building safe, convenient and connected bicycle lanes and trails for riders of all ages and abilities.

The City is working to increase connectivity of the existing bicycle and trail system between its parks, recreational amenities, downtown, Texas State University, businesses and residential areas.

In November 2017, the Texas Transportation Commission approved $2.8 million in grant funding for bicycle and pedestrian facilities. Projects will include a two-mile shared-use path from Hopkins Street Bridge to IH 35.
PEDESTRIAN FACILITIES

Sidewalks are essential to the transportation network. They provide pedestrians with safe, dedicated walkways and encourage pedestrian mobility.

Wide intersections and high speed traffic make walking unpleasant and sometimes unsafe, discouraging non-motorized traffic.

The current sidewalk network in the City of San Marcos has missing links in critical areas. Many sections are poorly maintained. Broken segments in the adjacent sidewalk map represent gaps in the network.

The City pro-actively implemented a sidewalk maintenance program in 2016 to improve sidewalks throughout the City.

The Federal Highway Administration estimates that pedestrian-related crashes are twice as likely to occur when there are no sidewalks.
The existing trails in San Marcos are commonly used for hiking and recreational biking. They are not as suitable for commuter cycling.
GREENWAYS AND TRAILS FACILITIES

Community priorities identified in the Comprehensive Plan included providing more trails and natural areas.

The 2010 Parks, Recreation & Open Space Master Plan lays out a vision for the City’s recreational assets: “Create a unified parks and recreation system that serves the entire San Marcos community, supports tourism efforts and remains a good steward to the river and surrounding environment.” The Plan is currently undergoing an update.

The 2012 Hays County Parks, Open Space, and Natural Areas Master Plan recommends an increase in both the number and length of its trails, as well as enabling access for hiking and biking.

The San Marcos Greenbelt Alliance has developed a vision for a future system of trails that connect natural areas and neighborhoods within the City with a “Loop and Check” map.
RAIL FACILITIES

Union Pacific Railroad operates two segments of railroad freight lines within the City of San Marcos.

These include a north-south line that parallels IH 35 and an east-west line that diverges near the City’s center.

Union Pacific Railroad operates two freight lines through the City.
Legend

City Features
- City Limits
- River/Creek
- Open Space
- Existing Parkland
- Texas State University
- Railroad
- Existing Trail
- Major Creek

Environmental Features
- Edwards Aquifer Contributing Zone
- Edwards Aquifer Contributing Zone within the Transition Zone
- Edwards Aquifer Recharge Zone
- Edwards Aquifer Transition Zone

Source: City of San Marcos
ENVIRONMENTAL

The City of San Marcos is home to many key natural resources. The San Marcos and Blanco Rivers, their tributary creeks, and the Edwards Aquifer run throughout much of the City. Abundant natural resources create a diverse wildlife habitat. Native birds, salamanders, aquatic life and other species also live in these areas.

Several parks and historical features offer additional character and depth to the City.

Caution and careful planning are needed when evaluating infrastructure improvements so that impacts to environmental features can be avoided or minimized.

Flooding and low water crossings must also be taken into account when considering environmental constraints and impacts. The unique water features, combined with steep topography, contribute to San Marcos being particularly susceptible to flooding. Major floods have occurred several times in the past 100 years, with the most recent in 2017.
COMMUNITY ENGAGEMENT

BE PART OF THE DIALOGUE
Throughout the planning process for the Transportation Master Plan, City staff worked to keep the public informed and involved.

Engaging the public and community stakeholders helped to clarify the project vision and provided opportunities for meaningful input and involvement by the community.

Comments received at community events were compiled and considered for incorporation into this Plan.
RHYTHM OF THE STREET

On July 26th, 2014, the City of San Marcos held a kick-off event for both the Code SMTX and Transportation Master Plan Processes. ‘Rhythm of the Street’ was a CNU award winning tactical urbanism event that temporarily transformed LBJ Drive to a two-way “Complete Street” with bicycle lanes, parklets, and sidewalk cafes.

The goal of the event was to solicit community input for the Transportation Master Plan and to demonstrate how a city block could be better utilized to serve community needs. Participants were surveyed to determine their wants and needs for transportation options in San Marcos. Participants surveyed as part of the Rhythm of the Street event currently utilized a variety of transportation modes to travel around town. Complete survey results are included in the Appendix.

RHYTHM OF THE STREET SURVEY:

**HOW DO YOU PRIMARILY GET AROUND TOWN?**

<table>
<thead>
<tr>
<th>Mode</th>
<th>Number of responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drive</td>
<td>34</td>
</tr>
<tr>
<td>Walk, Jog</td>
<td>27</td>
</tr>
<tr>
<td>Bike</td>
<td>5</td>
</tr>
<tr>
<td>Transit</td>
<td>3</td>
</tr>
<tr>
<td>Carpool</td>
<td></td>
</tr>
</tbody>
</table>

**IF YOU PRIMARILY DRIVE, WHICH OTHER MODES WOULD YOU CONSIDER IF IT WERE SAFE?**

<table>
<thead>
<tr>
<th>Mode</th>
<th>Number of responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Continue to Drive</td>
<td>12</td>
</tr>
<tr>
<td>Walk, Jog</td>
<td>48</td>
</tr>
<tr>
<td>Bike</td>
<td>48</td>
</tr>
<tr>
<td>Transit</td>
<td>33</td>
</tr>
<tr>
<td>Carpool</td>
<td>6</td>
</tr>
<tr>
<td>I already use other modes</td>
<td>8</td>
</tr>
</tbody>
</table>
More than half of the participants indicated they would consider walking and cycling as an alternative to driving single occupancy vehicles.
CODE SMTX ZONING FOR CHARACTER WORKSHOPS

The Transportation Master Plan team participated in the Code SMTX Zoning for Character Workshops in August of 2015. During these workshops, the City of San Marcos worked with property owners and residents to explore the regulatory framework proposed for the six San Marcos Intensity Zones established in the Comprehensive Plan. Roadway transformations within the Intensity Zones were highlighted to show the impacts of a well-planned, multimodal network.

2015 TRANSPORTATION MASTER PLAN SURVEY:
PLEASE SELECT UP TO THREE STREET INFRASTRUCTURE IMPROVEMENTS THAT YOU FEEL ARE THE MOST IMPORTANT FOR THE CITY’S FUTURE.

<table>
<thead>
<tr>
<th>Improvement</th>
<th>Number of responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roadway pavement improvements/maintenance</td>
<td>108</td>
</tr>
<tr>
<td>Bicycle lanes</td>
<td>90</td>
</tr>
<tr>
<td>Street trees and landscaping</td>
<td>64</td>
</tr>
<tr>
<td>Trail/path improvements</td>
<td>59</td>
</tr>
<tr>
<td>On-street parking in the Central Business District</td>
<td>59</td>
</tr>
<tr>
<td>Wider sidewalks</td>
<td>54</td>
</tr>
<tr>
<td>High visibility crosswalks</td>
<td>45</td>
</tr>
<tr>
<td>Additional roads</td>
<td>36</td>
</tr>
<tr>
<td>Curb ramps</td>
<td>10</td>
</tr>
</tbody>
</table>
### 2015 Transportation Master Plan Survey:
**In what location(s) should the City prioritize its efforts to improve street infrastructure? Select up to four.**

<table>
<thead>
<tr>
<th>Location</th>
<th>Number of Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>High volume vehicle streets or corridors</td>
<td>135</td>
</tr>
<tr>
<td>High volume bicycle/pedestrian streets or corridors</td>
<td>107</td>
</tr>
<tr>
<td>Around Texas State Campus</td>
<td>73</td>
</tr>
<tr>
<td>Transit stops and routes</td>
<td>69</td>
</tr>
<tr>
<td>At or near highway interchanges</td>
<td>69</td>
</tr>
<tr>
<td>Residential neighborhoods</td>
<td>69</td>
</tr>
<tr>
<td>Near schools</td>
<td>49</td>
</tr>
<tr>
<td>Outlet malls</td>
<td>9</td>
</tr>
</tbody>
</table>

### 2015 Transportation Master Plan Survey:
**How would you divide the yearly transportation budget for the City of San Marcos?**

- **Transit**: 26%
- **Biking**: 23%
- **Autos**: 29%
- **Walking**: 22%
GREENWAYS OUTREACH

In the summer of 2016, a Greenways and Trails survey was made available online to San Marcos residents at the onset of the Greenways planning process. This survey asked a variety of questions about current and anticipated trails and greenways usage.

Respondents indicated that connectivity to parks, open space, and the San Marcos River are key to a successful greenways system. Survey results for the greenways system are included in the Appendix.

The largest impediments to usage of existing trails were identified as a lack of nearby connections and the lack of available facilities.

<table>
<thead>
<tr>
<th>Greenways Workshop Survey: If you used Greenways to get to a destination in San Marcos, how long would you be willing to walk or bicycle to get there?</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 30 mins</td>
</tr>
<tr>
<td>30 mins</td>
</tr>
<tr>
<td>20 mins</td>
</tr>
<tr>
<td>10 mins</td>
</tr>
<tr>
<td>Less than 10 mins</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Greenways Workshop Survey: How likely are you to use Greenways to get from place to place in San Marcos?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not likely</td>
</tr>
<tr>
<td>Somewhat likely</td>
</tr>
<tr>
<td>Highly likely</td>
</tr>
</tbody>
</table>
With the results of the Greenways Survey, a Greenways Workshop was conducted. Attendees included local stakeholders such as City of San Marcos staff, Texas State University staff, and San Marcos Greenbelt Alliance members.

The outcome of the meeting was a Greenways Plan built upon recent successes that incorporated stakeholder desires.

Attendees reviewed maps of existing and potential trails and greenways alignments to identify needed connections and desired trail routes.
TRANSPORTATION MASTER PLAN PUBLIC OPEN HOUSE

On November 9, 2016 the City of San Marcos hosted an Open House for the community to learn about the updates to their Transportation Master Plan. The open house featured exhibits of the Transportation Master Plan goals and vision, policy recommendations, the 2035 Thoroughfare Plan, the 2035 Bicycle Network, the 2035 Greenways Plan and other components of the master plan. Attendees were also able to view proposed cross-sections for City streets, different types of bicycle facilities, and options for trails and greenways.

A handout was prepared with the goal of gathering specific feedback regarding bicycle facilities and trails, proposed roadway cross-sections, the proposed 2035 Thoroughfare Plan, and the prioritization of new roadways and greenways. A comment card and survey was also provided for citizens to provide open-ended feedback. Complete survey results for the Open House are included in the Appendix.

Comments received during the Open House were compiled and incorporated into the planning process.

- Build bicycle lanes.
- Build sidewalks.
- Increase existing street capacity.
- Remove train delays.
- Traffic signal timing and synchronization.
- Connect Intensity Zones.
A goal of the Comprehensive Plan and the Transportation Master Plan is to obtain a “Bicycle Friendly Community” designation.

2016 TRANSPORTATION MASTER PLAN SURVEY:
WHAT TYPE OF BICYCLE FACILITY WOULD YOU PREFER?

Number of responses

<table>
<thead>
<tr>
<th>Facility Type</th>
<th>Number of Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>2</td>
</tr>
<tr>
<td>Sharrows</td>
<td>12</td>
</tr>
<tr>
<td>Bicycle Lanes</td>
<td>19</td>
</tr>
<tr>
<td>Off-Street Trails</td>
<td>25</td>
</tr>
<tr>
<td>Protected Lanes</td>
<td>26</td>
</tr>
</tbody>
</table>
ADDITIONAL OUTREACH

City Council was briefed multiple times throughout the development process of the Transportation Master Plan.

A workshop was held on March 1, 2016 to involve Council members and obtain direct feedback regarding cross-sections, policies and recommendations for the mid-, short- and long term improvements throughout the transportation network.

Stakeholder outreach was also an important part of the planning process. City officials met with local businesses, conducted a survey and held “Think Tank” sessions to help inform the development of the Thoroughfare Plan and other recommendations for the City.
An Open House for the Transportation Master Plan was also held October 18, 2017. The objective was to provide information on council direction, and discuss proposed plans and the list of critical intersections that required improvements.

The short-term (10 year) Capital Improvement Plan list and associated cost estimates, mid- and long-term improvements identified under the Transportation Master Plan were also discussed.

Participants were able to provide feedback on proposed projects, identify any missing projects and leave comments. Summaries and feedback from the Open House are included in the Appendix.

- I SUPPORT the Trail Plan and the associated costs.

- Frank Klin was recently resurfaced. As a cyclist, I feel that the road is now WORSE than it was before resurfacing. I am very unhappy with the quality of this work and hope whoever did this job receives greater oversight in the future if they are even allowed to resurface with future projects.

I like the trails, fruit trees that will be planted. I like the plans for bike paths. The Caddoock extension will not be good for the river. It will contaminate the aquifer. We need to put the manmade loop somewhere else. The Caddoock extension will be a disaster.

The Caddoock extension and all plans for “so called” loops on the west side of town need to be removed from the transportation plan.

(1) I support trail extensions, maintenance, and
concept for our city, especially on the recharge zone side of the city. These are important for preserving the few natural areas that we have.

We need to discourage development on that side of town (west) to decrease nonpoint stormwater pollution from inappropriate development.

Please eliminate the Caddoock extension from the Transportation Plan. I support the Trail Plan.
To help determine future traffic needs of San Marcos, the Transportation Master Plan analyzed base year conditions and future transportation scenarios for short-, mid-, and long-term improvements.

The 2035 Future Scenario considers connectivity between key intensity zones. Developed for the City’s Comprehensive Plan, the zones are envisioned as well-planned areas and encourage mode-shift.

A conceptual transit network that provides trips between key intensity zones has been developed as part of the future transportation scenario.

This chapter describes the assumptions that have been built in to the 2035 Future Scenario for this Transportation Master Plan.

Short-, mid-, and long-term improvements were developed to be implemented through 2035.
TRANSPORTATION MODELING

The Capital Area Metropolitan Planning Organization (CAMPO) oversees the transportation planning process for Central Texas, including Hays County. CAMPO maintains a travel demand model used for transportation planning throughout the region. The model analyzes the operations of the existing transportation system and predicts operations of a future transportation system with and without improvements. This methodology was also used to develop the Transportation Master Plan.

EXISTING CONDITIONS MODEL

An update to a subset of CAMPO’s travel demand model was developed for the City of San Marcos. The model update reflected observed 2015 travel and infrastructure conditions. Growth rates such as population and development were then applied to the updated 2015 model to analyze changing travel conditions for the 2025 and 2035 Future Scenarios. The model simulates travel on nearly every roadway within the City limits. Outputs of the model provide detailed information about the operations of the transportation system in San Marcos.

MODEL OUTPUTS

The model outputs data for traffic volumes, travel speeds, volume-to-capacity ratios, vehicle miles traveled, and vehicle hours traveled on the roadway links.
The 2015 travel demand model demonstrates enough short trips in the network that a shift to alternate modes, such as walking and cycling, is obtainable. With appropriate infrastructure investments to make these types of trips safer and more convenient, trip conversions from single occupant vehicles could be achieved.

The importance of transit in the City’s future transportation plan becomes more evident when analyzing the travel demand model results. As growth and development continue, the number of trips between the intensity zones is expected to increase. The zones can easily be connected with key transit routes, while enhanced pedestrian and bicycle facilities within each intensity zone could encourage mode shift.

When alternate transportation choices are safer and more convenient for users, more short trips can be captured through mode shift and removed from roadway demand.

The 2035 Future Scenario supports a connected, multimodal network that supports more short trips by walking or cycling.

- 14% Trips made are less than one mile
- 80% Trips made are less than five miles
FUTURE SCENARIO MODELS

Demographic and land use inputs and future year network assumptions provided by the City of San Marcos were used in the travel demand model for two forecast years (2025 and 2035) and the 2015 base year.

Major assumptions of the future year network model include:

- A 15% multimodal reduction for shifts from automobile to active transportation modes (bicycle and pedestrian)
- A conceptual transit framework to serve trips between intensity zones identified in the Comprehensive Plan

Future scenario models helped determine the impacts of future growth on transportation operations in the roadway network and to identify short-term and long-term improvements to meet future demands.
CRITICAL INTERSECTION OPERATIONS

To project future levels-of-service for intersection operations in 2035, growth and development assumptions were used to predict the traffic operating conditions in San Marcos.

A No Build scenario was analyzed for the Future Year 2035. The No Build scenario demonstrates reduced level of service throughout the network if no improvements are made.

Traffic analysis results are included in the Appendix.

<table>
<thead>
<tr>
<th>2035 NO BUILD LEVEL OF SERVICE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SIGNALIZED</strong></td>
</tr>
<tr>
<td>Aquarena Springs Drive @</td>
</tr>
<tr>
<td>Thorpe Lane</td>
</tr>
<tr>
<td>Charles Austin Drive</td>
</tr>
<tr>
<td>Sessom Drive</td>
</tr>
<tr>
<td>Staples Street (FM 621)</td>
</tr>
<tr>
<td>Broadway Street</td>
</tr>
<tr>
<td>Old Bastrop Highway</td>
</tr>
<tr>
<td>FM 110</td>
</tr>
<tr>
<td>SH 123 @</td>
</tr>
<tr>
<td>Bishop Street</td>
</tr>
<tr>
<td>Moore Street</td>
</tr>
<tr>
<td>LBJ Street</td>
</tr>
<tr>
<td>Guadalupe Street</td>
</tr>
<tr>
<td>Wonder World Drive @</td>
</tr>
<tr>
<td>Leah Avenue</td>
</tr>
<tr>
<td>Sadler Drive</td>
</tr>
<tr>
<td>IH 35</td>
</tr>
<tr>
<td>McCarty Lane @</td>
</tr>
<tr>
<td>IH 35 SB Frontage</td>
</tr>
<tr>
<td>Hunter Road</td>
</tr>
<tr>
<td>University Drive @ CM Allen Parkway</td>
</tr>
<tr>
<td>Loop 80 @ Clarewood Drive</td>
</tr>
<tr>
<td>SH 21 @ SH 80</td>
</tr>
<tr>
<td>Old RR 12 @ Holland Street</td>
</tr>
<tr>
<td>N LBJ @ Sessom Street</td>
</tr>
</tbody>
</table>

**Legend**

**Signalized**
- Less than 35 seconds
- Between 35 and 55 seconds
- 55 seconds or more

**Unsignalized**
- Less than 25 seconds
- Between 25 and 35 seconds
- 35 seconds or more
The 2035 Build scenario depicts the level of service for intersection operations with recommended improvements.

Recommended improvements were developed to ease the impact of the transportation growth on the roadway network. Improvements to these intersections were identified as short-term enhancements that could have an immediate impact on mobility within the City of San Marcos.

These improvements are shown on the Capital Improvements Projects list.

The Build model improves operations over No Build models by providing network and intersection improvements. Projected levels of service are within a desired range for a 20 year horizon.

### 2035 BUILD LEVEL OF SERVICE

<table>
<thead>
<tr>
<th>SIGNALIZED</th>
<th>AM Peak</th>
<th>PM Peak</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aquarena Springs Drive @</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Thorpe Lane</td>
<td>C</td>
<td>F</td>
</tr>
<tr>
<td>Charles Austin Drive</td>
<td>C</td>
<td>D</td>
</tr>
<tr>
<td>Sessom Drive</td>
<td>E</td>
<td>E</td>
</tr>
<tr>
<td>SH 123 @</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staples Street (FM 621)</td>
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<tr>
<td>Broadway Street</td>
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</tr>
<tr>
<td>Old Bastrop Highway</td>
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<td>FM 110</td>
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<tr>
<td>Hopkins Street @</td>
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<tr>
<td>Bishop Street</td>
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<tr>
<td>Moore Street</td>
<td>B</td>
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<tr>
<td>LBJ Street</td>
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<tr>
<td>Guadalupe Street</td>
<td>C</td>
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<tr>
<td>Wonder World Drive @</td>
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<tr>
<td>Leah Avenue</td>
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<tr>
<td>Sadler Drive</td>
<td>C</td>
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<td>IH 35</td>
<td>F</td>
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<tr>
<td>McCarty Lane @</td>
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<tr>
<td>IH 35 SB Frontage</td>
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</tr>
<tr>
<td>Hunter Road</td>
<td>D</td>
<td>D</td>
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<tr>
<td>University Drive @ CM Allen Parkway</td>
<td>B</td>
<td>D</td>
</tr>
<tr>
<td>Loop 80 @ Clarewood Drive</td>
<td>A</td>
<td>C</td>
</tr>
<tr>
<td>SH 21 @ SH 80</td>
<td>E</td>
<td>D</td>
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<tr>
<td>Old RR 12 @ Holland Street</td>
<td>A</td>
<td>D</td>
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<tr>
<td>N LBJ @ Sessom Street</td>
<td>C</td>
<td>D</td>
</tr>
</tbody>
</table>

**Legend**

**Signalized (Seconds of Delay per Vehicle)**
- ● Less than 35 seconds
- ● Between 35 and 55 seconds
- ● 55 seconds or more

**Unsignalized (Seconds of Delay per Vehicle)**
- ● Less than 25 seconds
- ● Between 25 and 35 seconds
- ● 35 seconds or more
TRANSPORTATION AND LAND USE CONSTRAINTS

COMPREHENSIVE PLAN INTENSITY ZONES

The Comprehensive Plan Preferred Scenario Map created Intensity Zones to accommodate the City’s future growth. Intensity Zones are defined as areas of change where the intent is to develop or redevelop. They are envisioned as well-planned areas where short trips meet daily needs, reducing the need to drive.

The zones are built on a walkable, complete community concept and include open spaces and trails. A key goal of this Transportation Master Plan is to develop a connected transportation system that provides route options throughout the City. The City of San Marcos envisions a high capacity transit service that could provide enhanced connectivity between the intensity zones, connecting users to a robust system of bicycle and pedestrian facilities throughout each zone.

ZONING FOR CHARACTER

Character based zoning proposed in Code SMTX coordinates street design with adjacent development, by paying careful attention to the configuration, number and dimension of travel lanes, on-street parking, street landscaping, sidewalk widths, and bicycle infrastructure.

The Transportation Master Plan provides updated cross-sections designed around these character zones. These cross-sections will be used to guide street design as growth and development occur, helping to ensure that the character of neighborhoods and communities are protected and evolve in a thoughtful and planned manner.
Filling the gaps in the sidewalk and bicycle infrastructure will make a safer, more connected network for walking and biking and could encourage a modal shift from auto to active modes.
BICYCLE AND PEDESTRIAN INFRASTRUCTURE GAPS

Providing for walking and bicycling has the potential to reduce auto dependency, mitigate traffic congestion and contribute to improved air quality and community health.

The 2035 Future Scenario model indicates that approximately 14 percent of trips are less than one mile long. These trips are ideal opportunities for walking. Likewise, 80 percent of the trips are less than five miles long and have potential to become bicycle trips.

A well-designed multimodal network that is safe, efficient and provides direct access to key land uses could potentially convert short trips to an active mode such as walking or bicycling.

The current pedestrian and bicycle networks in the City of San Marcos have missing links in critical areas. Where they exist, many sections of sidewalks are poorly maintained. The City of San Marcos maintains an inventory of sidewalks including missing sidewalk segments and planned sidewalks segments.

Beginning in 2016 the City implemented a sidewalk maintenance program to replace and construct gaps in infrastructure. This program replaces over 10,500 linear feet of sidewalk each year.

Progress should continue towards construction of these sidewalks outside the Transportation Master Plan projects.
COMPLETE STREETS & CONTEXT SENSITIVE DESIGN

Smart Growth America defines Complete Streets as ‘streets for everyone’. They are designed to enable safe access for people of all ages and abilities, for all modes of travel, and to respond to the communities they serve. A complete street in an urban community, such as San Marcos, will look different from a complete street in a suburban community.

Active travel (i.e., bicycle and pedestrian mobility) has been growing in popularity, although many communities lack the infrastructure to make active travel enjoyable. San Marcos envisions a connected network of efficient, safe and convenient multimodal transportation options that will create a more comfortable pedestrian and bicycle environment.

GOAL

Implement roadway cross-sections that preserve the character of neighborhoods while encouraging appropriately located economic development.

OBJECTIVE

- Design roadways in consideration of land use context, creating environments that are supportive of adjacent land uses.

RECOMMENDATIONS

- Roadway pavement greater than 40 feet wide be avoided when possible, as they create difficult pedestrian crossing conditions.
- Where roadways have a speed limit of 35 mph or greater, landscaped medians are encouraged to provide separation between lanes of opposing direction.
- On local residential streets where traffic volumes are minimal, allow for “queueing” streets with roadway widths of 30 feet and parking on both sides.
- Street trees should be planted within the required seven-foot landscape strip to provide shade and a clear and safe separation between the pedestrian and vehicular realms.
- Curbside parking is encouraged along residential streets, commercial streets, boulevards and avenues where land uses front the street.
- Use of rain gardens, bio-filtration swales and other low-impact drainage facilities are encouraged within medians and landscape areas and along the curb edge to intercept and naturally treat urban run-off.
GREEN STREETS

Green streets look to preserve environmental stability. Drainage and stormwater runoff can have negative impacts to the environment. Polluted runoff, erosion and sedimentation are unwanted impacts on surrounding areas. Optimal stormwater management introduces strategies to retain, treat or eliminate runoff at the source.

Cost-effective green infrastructure and improving water quality complement Complete Streets policies. To maintain a healthy policy of Green Streets, the City of San Marcos should implement Green Streets best practices when possible.

The City of San Marcos is also in the process of creating a stormwater management plan to help keep garbage, debris and pollution out of the San Marcos River.

GOAL

Identify green solutions and policy recommendations that can be considered for public and private development projects including Low Impact Development strategies.

OBJECTIVES

- Reduce urban run-off from impervious surfaces such as roads and parking lots.
- Implement landscape standards that contribute to street beautification in a cost-effective and environmentally efficient manner.

RECOMMENDATIONS

- Minimize impervious pavement use and opt for pervious asphalt and concrete, or permeable pavers.
- Consider a road diet where conditions are suitable to help reduce roadway widths and impermeable cover.
- Instead of impermeable concrete sidewalks, consider reinforced gravel paving where surfaces will not compromise bicycle and pedestrian mobility and safety.
- Implement landscaping elements that help reduce stormwater runoff, such as street trees, bioswales, planters and rain gardens. Traffic calming elements provide potential sites for these types of landscaping elements.
- Introduce xeriscaping with native plants to reduce water consumption and the need to irrigate.
- Encourage alternate modes where trips are less than one mile. Walking and bicycling for short trips can help to reduce CO2 emissions, adding to the environmental benefits of Complete Streets.
THOROUGHFARE PLAN

San Marcos roadways should be designed and enhanced with Complete Streets policies in mind as the community develops and grows. The Transportation Master Plan recommends new cross-sections (shown in the Appendix) based on these polices. They have been applied to the future Thoroughfare Plan based on several criteria, including type of facility, traffic volumes and speeds. The new cross-sections provide recommended treatments for both new streets as well as for the retrofit of existing ones.

GOAL

Build a multimodal transportation network that is safe, efficient and provides direct access to key land uses.

OBJECTIVES

- Preserve and balance the use of right-of-way for all modes of travel.
- Utilize roadway types that create a comfortable pedestrian and bicycle environment, accommodating vehicular traffic in an efficient but calm manner.
- Provide greenways for both recreation and transportation needs with bicycle and pedestrian linkages.
- Implement a transit system that connects key areas of the City to provide the greatest potential to reduce vehicle miles traveled.
- Provide facilities for pedestrian and bicycle through the network. Convert 5% of trips less than one mile to walk trips. Convert 10% of trips less than five miles to bicycle trips.

RECOMMENDATIONS

- Utilize the Thoroughfare Plan as a guideline on right-of-way needs for future and enhanced roadways within the City of San Marcos.
- Implement cross-sections to enhance safety and operations of all modes within the transportation network.
- Establish final alignments and cross-sections during the Preliminary Engineering process.
- Maintain flexibility for successful implementation of all roadways within the Transportation Master Plan.
SEVEN THOROUGHFARE TYPES ARE PROPOSED FOR THE TRANSPORTATION MASTER PLAN.

Highways
are freeways and parkways with limited access including frontage roads along IH 35, as well as parkways at the periphery of the City.

Boulevards
include 4 and 6-lane roads with left-turn lanes at intersections. They have raised and landscaped medians, sidewalks, and protected bicycle facilities.

Avenues
are 3 to 4-lane roadways. They do not have raised medians, but do have protected bicycle and pedestrian facilities and roadside trees spaced at regular intervals.

Commercial Streets
are 2-lane roadways fronting commercial uses. They are characterized by wide sidewalks and on-street parking.

Residential Streets
are 2-lane roads serving residential neighborhoods outside of a commercial district.

Roads
are built in the least intensive and rural parts of the community. They lack curbs and sidewalks.

Alleys
are narrow roadways providing access or service at rear of residential or commercial properties.

Design speeds promote safety and improve a driver’s ability to maneuver and react to changes in the driving environment.
Concept for Parkway Cross-Section

Concept for Boulevard Cross-Section
Cross-Sections for the Transportation Master Plan were designed to support Complete Streets.
PROPOSED BICYCLE NETWORK

The Transportation Master Plan gives equal priority to the safe and efficient movement of pedestrians and bicyclists, and has identified multiple pedestrian and bicycle facility types for integration with the thoroughfare types.

The Bicycle Plan Map is reflective of the roadway facilities identified in the Thoroughfare Plan for the Future 2035 Build Scenario. Interim bicycle facilities should be considered as progress is made towards implementation of the Thoroughfare Plan. Desirable bicycle facilities are defined below.

Types of Bicycle Facilities

<table>
<thead>
<tr>
<th>Protected Bicycle Lane</th>
<th>Buffered Bicycle Lane</th>
<th>Shared-Use Path</th>
<th>Sharrow</th>
</tr>
</thead>
<tbody>
<tr>
<td>A protected bicycle lane can be one or two-way within the roadway, and is separated from automobile traffic by a physical barrier.</td>
<td>Buffered bicycle lanes are on-street lanes with a wider, painted striped buffer to separate it from automobile traffic.</td>
<td>A shared-use path is an off-street pedestrian trail that is shared with bicycles.</td>
<td>Sharrows are designated lanes within the roadway that are shared with both automobile traffic and bicycles.</td>
</tr>
</tbody>
</table>

Other options for bicycle facilities are available if right-of-way or other constraints prohibit installation of the desired facility.

- Bicycle lanes are dedicated, striped on-street facilities, but do not have a buffer from motorized traffic.
- Wider roadways may also be striped to have wide shoulders that function as bicycle facilities.

The City of San Marcos has developed a Greenways Master Plan that also introduces bicycle facilities to the network. These facilities will be off-street paths used by cyclists and pedestrians.

GOAL

Increase bicycle use by expanding safe, convenient bicycle lanes and trails throughout the City.

OBJECTIVE

Convert 10% of trips less than five miles to bicycle trips.

RECOMMENDATIONS

- Inventory and complete gaps in the bicycle infrastructure in the short-term.
- Phase bicycle improvements to develop a more robust system.
- Construct protected a bicycle lanes along high volume streets (>5,000 vehicles per day and >35 miles per hour).
- Bicycle facilities shall have a minimum unobstructed width of five feet, and a desirable width of seven feet.
- Shared-use paths shall have a minimum width of eight feet and a desirable width of twelve feet.
- Incorporate Complete Streets strategies to facilitate the development of new bicycle facilities.
Legend

City Features
- City Limits/Areas of Stability
- River/Creek
- Open Space
- Existing Parkland
- Existing Trails
- Texas State University
- Railroad
- High Intensity Zone
- Medium Intensity Zone
- Low Intensity Zone
- Employment Center

Enhanced Facility
- Protected Bike Lanes
- Buffered Bike Lanes
- Shared Use Path
- Sharrows
- Wide Shoulders

Proposed Facility
- Protected Bike Lanes
- Buffered Bike Lanes
- Shared Use Path
- Sharrows
- Wide Shoulders

City Features
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Proposed Facility
- Protected Bike Lanes
- Buffered Bike Lanes
- Shared Use Path
- Sharrows
- Wide Shoulders
PROPOSED PEDESTRIAN NETWORK

A safe and connected pedestrian network promotes healthier communities and an enhanced quality of life. A well-connected pedestrian network also encourages more walking as a means for shorter trips. The City of San Marcos is dedicated to providing a pedestrian network that is safe and accessible to everyone.

TYPES OF PEDESTRIAN FACILITIES

- **Shared-Use Paths**
  are off-street pedestrian trails that are shared with bicycles.

- **A Pedestrian Trail**
  is an off-street trail for the exclusive use of pedestrians.

- **Sidewalks**
  are off-street walkways typically fronted with buildings or front yards.

GOAL

Build a well-connected, safe, accessible and continuous pedestrian network throughout the City of San Marcos.

OBJECTIVE

Convert trips less than one mile to walking trips.

RECOMMENDATIONS

- Maintain the existing inventory of sidewalks including missing and planned segments.
- Continue construction of missing sidewalks segments outside the Transportation Master Plan projects.
- Provide sidewalks along both sides of all thoroughfare types.
- Build sidewalks widths to serve the type of facility they support.
- Utilize shared-use paths along major thoroughfares as designated in the Thoroughfare Plan.
- Provide medians where pedestrian crossing distances exceed 40 feet as a protected pedestrian refuge in the center of the roadway.
- Where right-of-way is limited, building set back from the property line should be adequate to provide for wider pedestrian areas.
PROPOSED TRANSIT NETWORK

A well-designed transit system that connects key areas of the City has the greatest potential to reduce vehicle miles traveled. In May 2014 the City of San Marcos completed a five-year transit plan to make recommendations for restructured and expanded system route service throughout the area.

Building on this expansion, the Transportation Master Plan analyzed a conceptual transit framework for the 2035 Future Scenario designed to serve trips between intensity zones identified in the Comprehensive Plan.

The intensity zones included were Downtown, Midtown, Triangle, South End, Medical District, Star Park, East Village, Paso Robles, and Centerpoint. These centers are expected to grow and place more demand on the surrounding network.

The conceptual transit framework was developed to serve areas with higher trips. A proposed service plan suggests five routes emanating from the intensity zones and serving downtown directly and three circulator routes to distribute passengers close to their destinations.

Assuming five percent of trips are made using transit, these proposed transit routes have the potential to divert about 4,200 daily trips from automobiles between these intensity zones. In addition, the proposed transit framework will help capture additional non-intensity zone related trips.

GOAL

Build on recommendations in the Five-Year Transit Plan and plan a transit network that serves downtown and key intensity zones.

OBJECTIVE

Increase connectivity and provide transit service between key urbanized areas to help reduce auto trips.

RECOMMENDATIONS

- Continue to work with local transit providers to expand services
- Enhance the existing bus service system.
- Develop a transit system to connect activity centers.
The proposed transit framework will help capture additional non-intensity zone related trips.
GREENWAYS MASTER PLAN

Greenways are travel ways for pedestrians and cyclists that can serve as major transportation connections throughout cities. Greenways are built alongside roadways, through parks, or other green spaces. Benefits from greenways include transportation, recreation and fitness. They also help preserve the environment.

GOAL

Expand existing trails and bicycle routes into a robust greenways network.

OBJECTIVES

- Support the Transportation Master Plan Goal of converting short trips to walk and bicycle trips.
- Provide opportunities for recreation and access to nature and wildlife by connecting greenways to parks and open space.
- Support tourism and economic development through greenways connected to Activity Centers.

RECOMMENDATIONS

- Greenways should have a minimum unobstructed width of 8 feet, although 12 feet is preferred.
- Easements for off-street greenways are recommended to be 30 feet to 80 feet in width to accommodate maintenance, vegetative buffers and shoulders.
- Utilize a variety of materials for greenways construction depending on location and use.
Unimproved and/or nature trails are not considered greenways, though connectivity to existing trails provides a better integrated network.

Several types of greenways are proposed for use within the City.

### Types of Greenways Facilities

<table>
<thead>
<tr>
<th>Multi-Use Greenways</th>
<th>Split-Use Greenways</th>
<th>Shared-Use Path</th>
</tr>
</thead>
<tbody>
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</tr>
<tr>
<td>Multi-use greenways are shared off-street facilities for bicycles and pedestrians typically provided through parks and green spaces.</td>
<td>Split-use greenways are off-street facilities that separate paths for bicycles and pedestrians. In urban areas where high potential for pedestrian and bicycle conflicts exists, these facilities are implemented to improve safety.</td>
<td>A shared-use path is an off-street pedestrian trail that is shared with bicycles. These are often located along one side of a roadway facility.</td>
</tr>
</tbody>
</table>

**Split-Use Greenway**

- 10 - 20 ft. Greenway Shoulder
- 12 ft. Wheeled Path
- 10 ft. Non-Wheeled Path
- 10 - 20 ft. Greenway Shoulder

**Shared-Use Path**

- 12 ft. Off-Street Shared Path
- 7 ft. Landscape
- 10 ft. Drainage
- 6 ft. Shoulder
- 12 ft. Travel Lane
SEVERAL MATERIALS ARE APPROPRIATE FOR THE CONSTRUCTION OF GREENWAYS.

Decomposed Granite can be used in environmentally sensitive areas where permeability is important and a natural look is desired.

Decomposed granite requires ongoing re-leveling due to compaction, erosion, and wash-outs from rain and flooding.

Stabilizers should be considered where erosion is most likely to occur.

Crushed Limestone is a locally-sourced, cost effective alternative to decomposed granite.

Crushed limestone also requires ongoing re-leveling due to compaction, erosion, and wash-outs from rain and flooding.

Asphalt provides a smooth surface with lower installation costs than concrete, but is prone to uneven settlement.

Concrete is a long-lasting surface appropriate in flood-prone areas or on steep slopes.

It is best suited for bicycle and wheelchair traffic.

Concrete requires minimal maintenance.
BEST PRACTICES

Implementing best practices that are shown to help improve safety and enhance connectivity for all modes, reduce congestion and manage travel demand can help to create a well planned, effective transportation network.

The following section discusses Best Practices the City of San Marcos can incorporate in their planning and design process for the transportation network.

GOAL

Incorporate national best practices in the planning and design process.

OBJECTIVE

Maximize transportation efficiency throughout the network and to key land uses.

RECOMMENDATIONS

- Utilize travel demand management to improve the overall efficiency of the travel network.
- Expand way-finding systems implement dynamic message signs to reduce congestion by providing routing information to major destinations.
- Utilize access management techniques to develop safer streets and a more attractive transportation network.
- Implement intelligent transportation system technologies to manage traffic demands.
- Promote ridesharing to reduce vehicular trips on the transportation network.
TRAVEL DEMAND MANAGEMENT

Travel Demand Management (TDM) refers to a set of strategies or policies designed to improve the overall efficiency of a travel network. TDM looks at moving people and goods, rather than focusing on the number of motor vehicles in the network. For example, reducing the number of single-occupant vehicles, or increasing ridership on transit both reduce the number of vehicles in the travel network, and therefore also reduces demand.

GOAL

Develop a set of Travel Demand Management policies to improve the efficiency of the transportation network.

OBJECTIVE

Improve the transportation network at a lower cost than high dollar infrastructure improvements.

RECOMMENDATIONS

- Encourage carpools or vanpools through City sponsored programs.
- Promote Employer Commuter Choice Programs that expand options for employees on how to reach and accomplish their work, such as public or active transportation, telecommuting, or alternate work hours.
- Provide real-time traveler information through a smart phone app or City website to provide an informed choice for users on how and when to travel.
WAY-FINDING / POINTS OF INTEREST

Way-finding refers to a system of visual information that helps people navigate through their surroundings. Way-finding systems can include signage, maps, symbols, color-coding, and typographic elements.

Way-finding systems should include information for pedestrians, cyclists and motorists. Each of these travel modes experience separate challenges navigating through the transportation network, and an inclusive, effective system can help to simplify their routes.

A strategic theme and careful planning will provide insight into understanding the built environment and help to define where way-finding information is most needed.

GOAL

Invest in way-finding systems that can provide useful information to visitors and residents.

OBJECTIVE

Minimize navigation challenges for all modes and reduce congestion.

RECOMMENDATIONS

- Inventory the current wayfinding system and evaluate opportunities for expansion.
- Utilize dynamic message sign technologies to supplement the wayfinding system.
- Strategically place signs to provide valuable route information and help to reduce circulation congestion by communicating the most direct routes to parking facilities.
ACCESS MANAGEMENT

Cities implement access management programs to limit and consolidate access along roadways. Too many access points, such as driveways in close proximity to each other, can cause congestion and a higher potential for conflicts and crashes.

Successful access management programs balance access to businesses, institutions and residences with roadway safety and mobility. This results in safer streets and a more attractive transportation network.

GOAL

Establish an access management policy that controls access along roadways and manages placement of driveways and other access points.

OBJECTIVE

Improve safety, reduce vehicular conflicts and congestion.

RECOMMENDATIONS

- Limit direct access to major roadways. Frequent property access is more congruous with local streets.
- Encourage joint access driveways to reduce access points on boulevards and parkways.
- Provide medians to control access and avoid center left-turn lanes that create multiple conflict points.
- Plan for spacing of signalized intersections to help provide efficient movement of traffic at the desired speeds.
- Preserve the functional areas of intersections. The functional area extends beyond the physical intersection area. On the approach to intersections, drivers will be maneuvering, braking, lane changing or turning. To support the safe operation of the intersection, driveways and entrances to roadways should not be located within the functional area.
- Limit the number of conflict points and separate areas of conflict, for example, separate left-turn movements from through traffic when possible.
INTELLIGENT TRANSPORTATION SYSTEMS

Intelligent transportation systems are advanced applications that provide modern-day services to travelers and transportation. ITS systems allow users to be more informed of existing traffic conditions, and to make more selective use of transport networks. Cities can utilize ITS to help manage traffic demand during peak hours, special events and during emergencies.

GOAL

Utilize ITS to build a responsive, adaptive and informative transportation network.

OBJECTIVE

Provide travelers with information to make informed choices along travel routes.

RECOMMENDATIONS

○ Develop a smart phone application for the City of San Marcos to provide real-time information for transit agencies such as CARTS and the Bobcat Shuttle system to improve communications to riders regarding bus arrival times. Crash locations and construction updates through the app could also help users make informed travel decisions.

○ Upgrade the Traffic Management Center with fiber connection to traffic signals and consider vehicle detection technologies, Bluetooth readers and adaptive traffic control systems to improve the network’s response to real-time traffic conditions.

○ Implement full-color matrix variable message signs as a resource to communicate real-time traffic conditions to travelers.

○ Consider variable speed limits that adjust in response to road congestion or travel conditions.
RIDESHARE PROGRAMS

Rideshare programs are a common and cost effective travel mode. Ridesharing can be a viable option for commuters traveling to a common destination or for non-drivers. Carpooling or vanpooling can also be an effective alternative to manage congestion during peak hours or special events.

Ridesharing helps to reduce congestion, crash risk and pollution emissions. It can also help to reduce costs involved with roadway and parking facilities. These types of programs can be implemented by individual employers as part of a trip reduction incentive program, by a campus trip management program, a transit agency, or by a regional transportation agency.

GOAL

Expand rideshare programs as a transportation alternative, especially for non-drivers or where commuters may be traveling to a common destination.

OBJECTIVE

Increase cost effective travel choices for commuters, reduce congestion and parking demands.

RECOMMENDATIONS

- Implement ridesharing as part of a comprehensive Travel Demand Management Program.
- Involve transportation agencies, businesses and employees in planning Rideshare Programs.
- Provide incentives to attract and retain rideshare users.
CAPITAL IMPROVEMENTS PLAN
PROJECT PRIORITIZATION

Funding isn’t immediately available to implement all the projects recommended in this Plan. Prioritization criteria were developed to identify projects that are most critical to the needs of San Marcos. Project sheets for Capital Improvement Plan projects are included in the Appendix.

Implementation of projects in the Thoroughfare Plan, Bicycle Plan and Greenways Plan will occur over the next 20+ years.

To categorize projects into a prioritization list, the 2035 Thoroughfare Plan, 2035 Bicycle Plan and 2035 Greenways Plan were evaluated for several factors and weighted using the evaluation criteria.
FUNDING PLAN, SOURCES AND STRATEGIES

The implementation of the Thoroughfare, Bicycle and Greenways Plans should consider the funding sources to be used and the agencies responsible for their construction, maintenance, and operations.

A prioritization process was developed to implement projects based on most critical needs of San Marcos.

Short-, mid-, and long-term projects are presented in the Appendix.

RECOMMENDATIONS

- Evaluate multiple funding sources for implementation of the Thoroughfare Plan, Bicycle Plan and Greenways Plan.
- The City of San Marcos should assume the maintenance and operation of key TxDOT roadways to implement the Master Plan vision.

GOAL

Proactive coordination with partner agencies to develop an integrated transportation network.

OBJECTIVES

- Consider new opportunities for funding of the transportation system.
- Make the most of interagency partnerships to achieve the transportation plan vision.
Enhanced Facilities are existing roadways that have been identified for improvement through the Transportation Master Master Plan.
CAPITAL IMPROVEMENTS PROJECT LIST

A Capital Improvements Project (CIP) list was developed from the short-term projects recommended through the project prioritization. The intersection analysis was reviewed to include projects that will have an immediate, notable impact on transportation operations within the City of San Marcos.

TYPES OF FUNDING SOURCES

**CURRENTLY AVAILABLE TO THE CITY**
- Property tax (general obligation bonds and certificates of obligation)
- Cost-participation with local and state partners (e.g., Hays County, Developers, TxDOT)
- 4A and 4B Economic/Community Development Corporations
- Chapter 380/Chapter 381 Economic Development Agreements
- Tax Increment Reinvestment Zones (TIRZs) and Tax Increment Finance Districts (TIFs)
- Public-Private Partnerships
- Development Impact Fees
- Transportation Reinvestment Zone (TRZs)

**ADDITIONAL POTENTIAL SOURCES**
- TxDOT funding programs
- State Infrastructure Bank (SIB) loans
- CAMPO funding programs
- Grant funding opportunities (e.g., TIGER, FASTLANE)
- TIFIA loan/credit program
THOROUGHFARE PLAN

Funding and financing of the short-term, mid-term and long-term improvements identified in the Thoroughfare Plan will require the combination of existing sustainable sources and the identification of new sustainable sources.

Sustainable sources of funding are expected to be available at a certain or predictable level.

The City should position improvements for competitive funding opportunities throughout the planning and implementation timeframe.

BICYCLE AND GREENWAYS PLANS

Funding and financing for bicycles, greenways and trail projects could be accomplished through similar sources, either solely or in combination or partnership with other agencies.

PROJECT OWNERSHIP

TxDOT has actively been working with local governments to remove roadways from the State Highway System. Recent legislation and changes in the Transportation Code have made it easier for TxDOT to transfer state assets (right-of-way and roadways) to local governments.

Removing a roadway from the System accrues benefits to TxDOT by reducing long-term maintenance obligations. Local governments, while accepting the maintenance of the roadway, accrue benefits by having local control over the roadway operations, driveway locations, signage, landscaping, etc.
I. Call To Order

With a quorum present the regular meeting of the San Marcos Planning and Zoning Commission was called to order by Vice Chair Gleason at 6:01 p.m. on Tuesday, June 26, 2018 in the City Council Chamber of the City of San Marcos, City Hall, 630 East Hopkins St., San Marcos, Texas.

II. Roll Call

Present 8 - Commissioner Maxfield Baker, Commissioner Mike Dillon, Commissioner Mark Gleason, Commissioner Matthew Haverland, Commissioner Kate McCarty, Commissioner Lee Porterfield, Commissioner Angie Ramirez, and Commissioner Betseygail Rand

Absent 1 - Commissioner Jim Garber

III. Chairperson's Opening Remarks

IV. 30 Minute Citizen Comment Period

There were no speakers.

CONSENT AGENDA

1. PC-18-29_02 (Trace Preliminary Plat Amendment) Consider a request by Caren Williams-Murch, on behalf of Highpoint Trace, LLC, for approval of an amendment to a Preliminary Plat for approximately 417.63 acres, more or less, out of the William Van Horn Survey No. 18, Abstract No. 464 located at the boundary of IH-35, Posey Road and Old Bastrop Highway. (A. Villalobos)

2. PC-18-22_03 (Trace Amenity Center) Consider a request by Caren Williams-Murch, on behalf of Highpoint Trace, LLC, for approval of a Final Plat for approximately 1.711 acres, more or less, out of the William Van Horn Survey No. 18, Abstract No. 464 located near the intersection of Rollingwood Drive and Esplanade Parkway. (A. Villalobos)

3. PC-18-31_03 (Trace School) Consider a request by Caren Williams-Murch, on behalf of the San Marcos CISD, for approval of Subdivision Improvement Agreements and Final Plat for approximately 11.950 acres, more or less, out of the William Van Horn Survey No. 18, Abstract No. 464 located near the intersection of Rollingwood Drive and Esplanade Parkway. (A. Villalobos)
A motion was made by Commissioner Porterfield, seconded by Commissioner Baker, that the Consent Agenda be approved. The motion carried by the following vote:

For: 8 - Commissioner Baker, Commissioner Dillon, Commissioner Gleason, Commissioner Haverland, Commissioner McCarty, Commissioner Porterfield, Commissioner Ramirez and Commissioner Rand

Against: 0

Absent: 1 - Commissioner Garber

PUBLIC HEARINGS

4. CUP-18-20 (Courtyard by Marriott Renewal) Hold a public hearing and consider a request by Allen L. Guillory, on behalf of Courtyard Marriott, to renew a Conditional Use Permit to allow the sale of mixed beverages for on premise consumption at 625 Commercial Loop, Bldg 1 (A. Villalobos)

Vice Chair Gleason opened the Public Hearing.

Andrea Villalobos, Planner, gave an overview of the request.

Allen Guilory, 111 Broadway, Nashville, TN, spoke in favor of the item. He represents the owner.

Vice Chair Gleason closed the Public Hearing.

A motion was made by Commissioner McCarty, seconded by Commissioner Baker, that CUP-18-20 be approved with the following conditions: 1.) The permit shall be valid for the life of the TABC license; and 2.) The permit shall be posted in the same area and manner as the Certificate of Occupancy. The motion carried by the following vote:

For: 8 - Commissioner Baker, Commissioner Dillon, Commissioner Gleason, Commissioner Haverland, Commissioner McCarty, Commissioner Porterfield, Commissioner Ramirez and Commissioner Rand

Against: 0

Absent: 1 - Commissioner Garber

5. CUP-18-21 (The Rooftop on the Square Renewal) Hold a public hearing and consider a request by Brandon Cash on behalf of The Rooftop on the Square, to renew a Restaurant Conditional Use Permit to allow the sale of mixed beverages for on premise consumption at 126 S. Guadalupe Street (A. Villalobos)

Vice Chair Gleason opened the Public Hearing.
Andrea Villalobos, Planner, gave an overview of the request.

Scott Withers, 2807 Delcurt Oak, Austin, spoke in favor of the item.

John Hohn, 110 E. San Antonio St., spoke in favor of the item.

Vice Chair Gleason closed the Public Hearing.

A motion was made by Commissioner Porterfield, seconded by Commissioner Dillon, that CUP-18-21 (The Rooftop on the Square Renewal) be approved with the following conditions: 1.) The permit shall be valid for three (3) years provided standards are met; 2.) All requirements of Section 5.1.5.5(B)(4) for Restaurant Conditional Use Permits must be met; 3.) No live music and no speakers are permitted in the outdoor patio areas; 4.) All exterior doors must be maintained in an automatically assisted closed position; and 5.) The permit shall be posted in the same area and manner as the Certificate of Occupancy.

The motion carried by the following vote:

For: 8 - Commissioner Baker, Commissioner Dillon, Commissioner Gleason, Commissioner Haverland, Commissioner McCarty, Commissioner Porterfield, Commissioner Ramirez and Commissioner Rand

Against: 0

Absent: 1 - Commissioner Garber

6. Hold a Public Hearing, receive a presentation from staff and provide a recommendation on the Transportation Master Plan, which includes the Thoroughfare Plan, Bike Infrastructure Plan and Greenways Plan. (R. Vij)

Vice Chair Gleason opened the Public Hearing.

Rohit Vij, Senior Engineer, gave an overview of the request.

Dianne Wassenich, 11 Tanglewood, represents the San Marcos River Foundation. She is in favor and against elements of the Transportation Master Plan. They like the trail and bike plans, though says they're a little inaccurate. She has concerns about the Craddock St. extension, which is an interloop right about the springs.

James Baker, 727 Belvin St., spoke against Craddock St. extension part of the Transportation Master Plan, and recommends it be taken out of the Plan. He says the river takes precedence over traffic. He says this will be an enabler road if it's built for development and traffic.

Vice Chair Gleason closed the Public Hearing.

A motion was made by Commissioner Rand, seconded by Commissioner Dillon, that the Transportation Master Plan, which includes the Thoroughfare
Plan, Bike Infrastructure Plan and Greenways, be recommended for approval with the provision that the Craddock St. extension be removed from the Plan. The motion carried by the following vote:

For: 8 - Commissioner Baker, Commissioner Dillon, Commissioner Gleason, Commissioner Haverland, Commissioner McCarty, Commissioner Porterfield, Commissioner Ramirez and Commissioner Rand

Against: 0

Absent: 1 - Commissioner Garber

V. Question and Answer Session with Press and Public.

There were no questions from the Press or Public.

VI. Adjournment

The meeting was adjourned at 7:37 p.m.

Notice of Assistance at the Public Meetings

I certify that the attached notice and agenda of items to be considered by the Planning and Zoning Commission was removed by me from the City Hall bulletin board on the ______________________ day of ______________________

_________________________________________________ Title:

______________________________________________
AGENDA CAPTION:
Receive a Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2018-20, amending the Official Zoning Map of the City by rezoning a 56.6098 acre, more or less, tract of land out of the Benjamin White Survey, the John Williams Survey and the T.H.W. Survey, located south of Old Ranch Road 12 and west of Craddock Avenue, from “FD” Future Development District To “SF-6” Single-Family District for the Mystic Canyon project; and including procedural provisions; and consider approval of Ordinance 2018-20, on the first of two readings.

Meeting date: August 7, 2018

Department: Planning and Development Services Department

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

Fiscal Note:
Prior Council Action: N/A

City Council Strategic Initiative:
N/A

Comprehensive Plan Element(s):
☐ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☒ Land Use - Direct Growth, Compatible with Surrounding Uses
☐ Neighborhoods & Housing - Choose an item.
☐ Parks, Public Spaces & Facilities - Choose an item.
☐ Transportation - Choose an item.
☐ Not Applicable
Master Plan: N/A

Background Information:
The subject property consists of approximately 56.6098 acres located northwest of the previously developed Majestic Estates Subdivision, which is also known as the Franklin Square, Castle Forrest, and Bishop Crossing neighborhoods. The property is currently vacant aside from two detention ponds.

If developed, the site would be accessed via Meadow View Drive and Stonehaven which dead-end into the subject property. A road connection to Old Ranch Road 12 will likely be required to meet fire code. The applicant has stated that he has secured the property in order to make this connection.

Council Committee, Board/Commission Action:
At the June 12th Regular Meeting, the Planning and Zoning Commission recommended approval of ZC-18-05 (Mystic Canyon) The motion carried by the following vote: 4-3-1.

Alternatives:

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


RECITALS:

1. On May 8, 2018, the Planning and Zoning Commission of the City of San Marcos held a public hearing regarding a request to change the zoning designation from “FD” Future Development District to “SF-6” Single-Family District for a 56.6098 acre, more or less, tract of land out of the Benjamin White Survey, the John Williams Survey and the T.H.W. Survey, located south of Old Ranch Road 12 and west of Craddock Avenue.

2. On June 12, 2018, the Planning and Zoning Commission considered the request and voted to recommend that the request be approved by the City Council of the City.

3. The City Council held a public hearing on August 7, 2018 regarding the request.

4. All requirements pertaining to Zoning Map amendments have been met.

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

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

SECTION 1. The Official Zoning Map of the City is amended to rezone the 56.6098 acre tract of land described in Exhibit “A,” attached hereto and made a part hereof for all purposes, from “FD” Future Development District to “SF-6” Single-Family District.

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

PASSED AND APPROVED on first reading on August 7, 2018.

PASSED, APPROVED AND ADOPTED on second reading on August 21, 2018.
Attest:

Jamie Lee Case
City Clerk

Approved:

Michael Cosentino
City Attorney

EXHIBIT A
At their regular meeting on May 8, 2018 and June 12, 2018 the Planning and Zoning Commission considered this item during a Public Hearing.

Public Notification:

Personal notification for the May 8, 2018 P&Z Meeting was mailed on April 26, 2018 (please see attached map and list).

Notice for the August 7, 2017 City Council Meeting was published in the July 22, 2018 San Marcos Daily Record.

Correspondence:

Staff received phone calls from twelve (12) individuals regarding this request, five (5) of which were in opposition.

May 8, 2018 Citizen Comment and Public Hearing:

Not Against:

1. Dianne Wassenich

Against:

1. James R. McClellan
2. Lois Cortes
3. Gregory Clayton
4. Mike James
5. Debbie Kilpatrick
6. Jim White
7. Marissa Brazil
8. Carol Fatherree
9. Jhet Brazil
10. Griffin Spell
11. Trudy Stone
12. Lisa Marie Coppoletta

June 12, 2018 Citizen Comment:

Not Against:

1. Sara Lee Underwood Meyers
2. Dianne Wassenich
3. Lisa Marie Coppoletta

Against:

1. Greg Clayton
2. Irma Carr
3. Larry Wilson
4. Charles Ainsworth
5. Melvin Wilson
6. Pam Foster
7. Holly Hirsch
8. Debbie Kilpatrick
9. Ramika Adams
10. Jime White
May 8, 2018 Planning & Zoning Commission action agenda:

ZC-18-05 (Mystic Canyon) Hold a public hearing and consider a request by Jim Ladner, on behalf of Michael Moffitt, for a zoning change from “FD” Future Development to “SF-6” Single Family for approximately 56.6098 acres, more or less, out of the Benjamin White Survey, John Williams Survey, and T.H.W. Survey located west of Old Ranch Road 12. (T. Carpenter)

A motion was made by Commissioner Ramirez, seconded by Commissioner McCarty, to deny ZC-18-05 (Mystic Canyon).

A motion was made by Commissioner Gleason, seconded by Commissioner Dillon, to postpone consideration of the pending motion to deny until the June 12, 2018 Planning and Zoning Commission meeting. The motion carried with the following vote:

- For: 8 - Commissioner Baker, Commissioner Dillon, Commissioner Garber, Commissioner Gleason, Commissioner McCarty, Commissioner Ramirez, and Commissioner Rand.
- Against: 0 - Commissioner Porterfield
- Recused: 1 - Commissioner Haverland

June 12, 2018 Planning & Zoning Commission action agenda:

ZC-18-05 (Mystic Canyon) Consider a request by Jim Ladner, on behalf of Michael Moffitt, for a zoning change from “FD” Future Development to “SF-6” Single Family for approximately 56.6098 acres, more or less, out of the Benjamin White Survey, John Williams Survey, and T.H.W. Survey located west of Old Ranch Road 12. (T. Carpenter)

Chair Garber called for a vote on the item. There was an existing motion on the floor that was made by Commissioner Ramirez, seconded by Commissioner McCarty, that ZC-18-05 (Mystic Canyon) be denied. The motion failed by the following vote:

- For: 3 - Commissioner Baker, Commissioner Ramirez, and Commissioner Rand
- Against: 4 - Commissioner Garber, Commissioner Gleason, Commissioner McCarty, and Commissioner Porterfield
- Absent: 1 - Commissioner Dillon
- Recused: 1 - Commissioner Haverland
A motion was made by commissioner Porterfield, seconded by Commissioner McCarty, that ZC-18-05 (Mystic Canyon) be approved. The motion carried by the following vote:

For: 4 – Commissioner Garber, Commissioner Gleason, Commissioner McCarty, and Commissioner Porterfield

Against: 3 – Commissioner Baker, Commissioner Ramirez, and Commissioner Rand

Absent: 1 – Commissioner Dillon

Recused: 1 – Commissioner Haverland

Attachments:

1. Notification Map
2. Property Owner List
Zoning Request
ZC-18-05
Mystic Canyon
(56.6098 Acres)

Summary: The applicant is requesting a zoning change from “FD” Future Development to “SF-6” Single Family for 56.6098 acres, more or less, out of the Benjamin White Survey, John Williams Survey, and T.H.W. Survey located west of Old Ranch Road 12.

Applicant: Jim Ladner
524 Clarnce Ct
Buda, TX 78610

Property Owners: Mike Moffitt
17009 S Ridge Ln
Austin, TX 78734

Notification: Personal notifications of the public hearing were mailed on Friday, April 27, 2018 to all property owners within 200 feet of the subject property.

Response: Staff received 12 phone calls, 5 of which were in opposition.

Property/Area Profile:

Legal Description: 56.6098 acres, Phase 1, Section 1 out of the Benjamin White Survey, John Williams Survey, and T.H.W. Survey

Location: South of Old Ranch Road 12, west of Craddock

Existing Use of Property: Vacant

Proposed Use of Property: Single Family

Preferred Scenario Map: Area of Stability

Existing Zoning: Future Development (FD)

Proposed Zoning: Single Family (SF-6)

Utility Capacity: Adequate

Sector: Sector 2

<table>
<thead>
<tr>
<th>Area Zoning and Land Use Pattern</th>
<th>Zoning</th>
<th>Existing Land Use</th>
<th>Preferred Scenario</th>
</tr>
</thead>
<tbody>
<tr>
<td>N of Property</td>
<td>ETJ</td>
<td>Vacant</td>
<td>Area of Stability</td>
</tr>
<tr>
<td>S of Property</td>
<td>FD</td>
<td>Open Space</td>
<td>Area of Stability</td>
</tr>
<tr>
<td>E of Property</td>
<td>SF-6</td>
<td>Majestic Estates Subdivision</td>
<td>Area of Stability</td>
</tr>
<tr>
<td>W of Property</td>
<td>ETJ</td>
<td>Vacant</td>
<td>Area of Stability</td>
</tr>
</tbody>
</table>
Case Summary

The subject property consists of approximately 56.6098 acres located northwest of the previously developed Majestic Estates Subdivision, which is also known as the Franklin Square, Castle Forrest, and Bishop Crossing neighborhoods. The property is currently vacant aside from two detention ponds.

If developed, the site would be accessed via Meadow View Drive and Stonehaven which dead-end into the subject property. A road connection to Old Ranch Road 12 will likely be required to meet fire code which will be determined at time of plat. The applicant has indicated that he has secured the adjacent property in order to make this connection.

Planning Department Analysis

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

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

- The subject tract lies within an Area of Stability on the Preferred Scenario Map. Rezoning to SF-6 in an Area of Stability is allowed without a Preferred Scenario Map Amendment.
- While the subject tract is located in the Purgatory Creek watershed and is within the boundaries of the Edwards Aquifer Recharge Zone, all development will be required to meet the standards found in the newly adopted San Marcos Development Code.
- Parkland Dedication will be required to meet the standards of the new San Marcos Development Code.

Planning & Zoning Commission Action

The Planning & Zoning Commission first heard this request at their May 8, 2018 meeting. After hearing concerns from nearby property owners, the Commission voted to postpone this request to the June 12 meeting to allow the applicant to discuss their request with the neighborhood. The applicant has since met with the Neighborhood Commission and CONA regarding his request. On June 12, the Planning & Zoning Commission voted for a recommendation of approval of this request.
In addition, the consistency of this proposed change to the LDC criteria is detailed below:

<table>
<thead>
<tr>
<th>Evaluation</th>
<th>Criteria (LDC 1.5.1.5)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Consistent</strong></td>
<td><strong>Inconsistent</strong></td>
</tr>
<tr>
<td>X</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X</td>
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<td>X</td>
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<td>X</td>
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</tbody>
</table>
Additionally, the Commission should consider:

(1) Is the property suitable for use as presently zoned?

*Staff evaluation:* The property is currently zoned FD, Future Development. While this district allows for residential development, all lots must be 2 acres or larger.

(2) Has there been a substantial change of conditions in the neighborhood surrounding the subject property?

*Staff evaluation:* Residential lots within the previously platted majestic estates subdivision have continued to develop.

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

*Staff evaluation:* A change to a single-family zoning district will provide additional housing units to San Marcos.

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

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

Will the proposed rezoning serve a substantial public purpose?

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

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

**The Commission's Responsibility:**

The Commission is required by law to hold a public hearing and receive public comment regarding the proposed zoning. After considering the public input, the Commission is charged with making an advisory recommendation to the City Council regarding the request. The City Council will ultimately decide whether to approve or deny the zoning change request. The Commission's advisory recommendation to the Council is a discretionary decision.

**Prepared by:**
Tory Carpenter, CNU-A Planner June 7, 2018

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tory Carpenter</td>
<td>Planner</td>
<td>June 7, 2018</td>
</tr>
</tbody>
</table>
### LAND USE – Preferred Scenario Map / Land Use Intensity Matrix

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

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

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

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

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

<table>
<thead>
<tr>
<th>Modeled Impervious Cover Increase Anticipated for watershed</th>
<th>0-25%</th>
<th>25-50%</th>
<th>50-75%</th>
<th>75-100%</th>
<th>100%+</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

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

### Neighborhoods – Where is the property located

<table>
<thead>
<tr>
<th>CONA Neighborhood(s):</th>
<th>Castle Forest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Neighborhood Commission Area(s):</td>
<td>Sector 2</td>
</tr>
</tbody>
</table>

### Parks, Public Spaces and Facilities – Availability of parks and infrastructure

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

While the developer does have the option to request a fee-in-lieu of parkland dedication, they will likely dedicate parkland due to impervious cover restrictions in the area. This will be addressed during the platting process.

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

### Public Facility Availability

<table>
<thead>
<tr>
<th>Parks / Open Space within ¼ mile (walking distance)?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upper Purgatory is adjacent to this property.</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Wastewater service available?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>The developer will be required to extend wastewater service through the site.</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Water service available?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>The developer will be required to extend water service through the site.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>TRANSPORTATION – Level of Service (LOS), Access to sidewalks, bicycle lanes and public transportation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------------------------------------</td>
<td>-------</td>
<td></td>
</tr>
<tr>
<td><strong>Existing Daily LOS</strong></td>
<td>Wonder World Drive Old Ranch Road 12</td>
<td>X</td>
</tr>
<tr>
<td><strong>Existing Peak LOS</strong></td>
<td>Wonder World Drive Old Ranch Road 12</td>
<td>X</td>
</tr>
<tr>
<td><strong>Preferred Scenario Daily LOS</strong></td>
<td>Wonder World Drive Old Ranch Road 12</td>
<td>X</td>
</tr>
<tr>
<td><strong>Preferred Scenario Peak LOS</strong></td>
<td>Wonder World Drive Old Ranch Road 12</td>
<td>X</td>
</tr>
</tbody>
</table>

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

Notes: The closest CARTS bus route is Route 5 which is the Texas State/Outlet Malls route.
ZC-18-05
Majestic Estates
FD to SF-6
Map Date: 6/6/2018

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

FOR: Debra Moffitt and Michael Moffitt

GF: 026468SM/ San Marcos Title

DATE: December 12, 2011

The undersigned does hereby certify that this survey was made on the ground of the property legally described herein and is essentially correct and that there are no visible discrepancies, encroachments, or overlapping of improvements, visible utility easements or roadways, except as shown and that said property has access to a public road. Only those plans with this surveyor’s seal and red signature shall be deemed reliable and authentic.

Ronald D. Hayes, Registered Professional Land Surveyor, No. 5703

According to the scaling of Map Panel 0388F of the September 2, 2005 insurance rate map for the County of Hays, Texas, the property described herein is in the Zone “X” of the flood hazard area and determined to be outside the 100 year flood zone.
ZONING CHANGE, OVERLAY OR
ESTABLISHMENT OF A HISTORIC
DISTRICT/LANDMARK APPLICATION

Updated: September, 2017
Case # ZC-____-____

CONTACT INFORMATION

Applicant’s Name: Jim Lachin
Property Owner: Mike Moffitt
Applicant’s Mailing Address: 524 Clarence Ct.
Buda, TX 78610
Owner’s Mailing Address: 17009 S. Ridge LN.
Austin, TX 78734
Applicant’s Phone #: (512) 810-3036
Owner’s Phone #: 979-299-5000
Applicant’s Email: jim@fivestarconcrete.net
Owner’s Email: Moffitt75@gmail.com

PROPERTY INFORMATION

Subject Property Address(es): 1715 Old Ranch Road 12, San Marcos, TX 78666
Legal Description: Lot______ Block______ Subdivision SEE ATTACHED
Total Acreage: 5.66098
Tax ID #: R 18817
Preferred Scenario Designation: SF-4
Existing Zoning: FD
Existing Land Use(s): Vacant

DESCRIPTION OF REQUEST

Proposed Zoning District(s): SF-4
Proposed Land Uses / Reason for Change: Single Family Subdivision

AUTHORIZATION

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

MF-12, 18, 24 Filing Fee $1,275 plus $50 per acre Technology Fee $11 MAXIMUM COST $4,011
Other Districts Filing Fee $1,000 plus $100 per acre Technology Fee $11 MAXIMUM COST $3,011

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

To be completed by Staff:__________________________ Accepted By:__________________________ Date Accepted:__________________________
Proposed Meeting Date:__________________________ Application Deadline:__________________________

APPLY ONLINE – WWW.MYGOVERNMENTONLINE.ORG/
ZONING CHANGE & ZONING OVERLAY CONSIDERATIONS

Process. The Zoning process may take 2-3 months and will include at least two public hearings – one before the Planning and Zoning Commission and one before the City Council.

CHECKLIST FOR ZONING CHANGE, ZONING OVERLAY OR HISTORIC DISTRICT

<table>
<thead>
<tr>
<th>Items Required for Complete Submittal</th>
<th>Staff Verification &amp; Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>✔ Pre-application conference with staff is recommended</td>
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<tr>
<td>Please call 512-393-8230 to schedule</td>
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<tr>
<td>✔ Completed Application for Zoning Change, Overlay, or Establishment of Historic District/Landmark</td>
<td></td>
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<tr>
<td>✔ Copy of Subdivision Plat or Metes &amp; Bounds</td>
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<tr>
<td>□ Certificate of no tax delinquency</td>
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<tr>
<td>□ Proof of Ownership</td>
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<tr>
<td>□ Lien Holder(s) Name and Mailing Address(es)</td>
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<tr>
<td>✔ Agreement to the placement of notification signs and acknowledgement of notification requirements</td>
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<tr>
<td>✔ Authorization to represent the property owner, if the applicant is not the owner</td>
<td></td>
</tr>
</tbody>
</table>

 MF-12, 18, 24 Filing Fee $1,275 + $50 per acre ($4,000 max)                                          |
 Other Districts Filing Fee $1,000 + $100 per acre ($2,000 max)                                       |
 Technology Fee $11                                                                                   |

Additional information may be required at the request of the Department

I hereby certify and attest that this application and all required documentation is complete and accurate. I hereby submit this application and attachments for review by the City of San Marcos.

Type Name: Joe P. Moore                                                                            Date: 03/16/2018

Engineer □ Architect/Planner □ Surveyor □ Owner □ Agent
AGREEMENT TO THE PLACEMENT OF NOTIFICATION SIGNS
AND ACKNOWLEDGEMENT OF NOTIFICATION REQUIREMENTS

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

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

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

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

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

Signature: ______________________ Date: 3-1-18

Print Name: Mike Moffitt

To be completed by Staff: Case #_____ - ________ - ________
AGENT AUTHORIZATION TO REPRESENT PROPERTY OWNER

I, Mike Moffitt (owner) acknowledge that I am the rightful owner of the property located at 1715 Old Ranch Road 12, San Marcos, TX (address).

I hereby authorize Joe P. Moore (agent name) to serve as my agent to file this application for zoning change (application type), and to work with the Responsible Official / Department on my behalf throughout the process.

Signature of Property Owner: ___________________________ Date: 3-1-18

Printed Name: Mike Moffitt

Signature of Agent: ___________________________ Date: 3/16/2018

Printed Name: Joe P. Moore

To be completed by Staff: Case # ___________________________
ZC-18-05 (Mystic Canyon)

Hold a public hearing and consider a request by Jim Ladner, on behalf of Michael Moffitt, for a zoning change from “FD” Future Development to “SF-6” Single Family for approximately 56.6098 acres, more or less, out of the Benjamin White Survey, John Williams Survey, and T.H.W. Survey located west of Old Ranch Road 12.
Location:

- Approximately 56.6098 acres located west of Old Ranch Road 12
- Located within an Area of Stability (Low Intensity)
Context & History:

- FD zoning is default classification for newly annexed land. Allows for 2-acre residential lots.

- SF-6 allows for 6000 square foot lots
Context & History:

• FD zoning is default classification for newly annexed land. Allows for 2-acre residential lots.

• SF-6 allows for 6000 square foot lots.
Staff Recommendation:

Staff provides this request to the Commission for your consideration and recommends **approval** of ZC-18-05 as submitted.
AGENDA CAPTION:
Receive a Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2018-21, annexing into the City approximately 15.038 acres of land out of the Barnette O. Kane Survey, Abstract No. 281, located in the 1600 block of Redwood Road; approving a service plan for this area; including procedural provisions; and providing an effective date; and Consider approval of Ordinance 2018-21, on the first of two readings.

Meeting date: August 7, 2018

Department: Planning and Development Services

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

Fiscal Note:
Prior Council Action: N/A

City Council Strategic Initiative:
N/A

Comprehensive Plan Element (s):
☐ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☒ Land Use - Direct Growth, Compatible with Surrounding Uses
☐ Neighborhoods & Housing - Choose an item.
☐ Parks, Public Spaces & Facilities - Choose an item.
☐ Transportation - Choose an item.
☐ Not Applicable

Master Plan:
N/A
**Background Information:**

The property is located in the 1600 Block of Redwood Road along the edge of the Medical District Medium Intensity Zone and across from an Existing Neighborhood. It lies east of State Highway 123. The applicant has filed a concurrent zoning change request which requires approval from the City Council. By approving this annexation request, the applicant understands that the approval does not bind the City Council to approve future legislative actions such as annexation and zoning. The requested zoning is appropriate with the location of the property within the Medical District Medium Intensity Zone. A service plan for this annexation is included in the attachments.

**Below is the schedule for proceeding with this request:**
Public Hearing and First Reading Date and Time: August 7, 2018; 6:00 p.m.
Second Reading Date and Time: August 21, 2018; 6:00 p.m.

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

**Alternatives:**
N/A

**Recommendation:**
Staff recommends approval of the request as submitted.
Public Hearing

Item 24

Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2018-21, annexing into the City 15.0378 acres, out of the Barnette O. Kane Survey, Abstract No. 281, generally located in the 1600 Block of Redwood Road.
- 15.0378 +/- acres
- 1600 Block Redwood Road – east of Highway 123
- Multifamily development proposed
  - Zoning change request to CD-4 running concurrently
- Located within Medical District Medium Intensity Zone
AN-18-01 1600 Block Redwood Road

“Quick Annexation” Checklist

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

Is the Property:

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
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<tr>
<td>½ mile or less in width?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contiguous to City Limits?</td>
<td></td>
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<tr>
<td>Vacant or with fewer than 3 qualified voters living there?</td>
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</table>

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

Fill in Calendar dates for notification & hearing requirements:

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<th>Sun</th>
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<td>PET *</td>
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<td>7 P.H.</td>
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</table>

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

* Rec’d with Zoning Change Application

NOT – Notification Sent to City Clerk;
Notification Sent to Public Entities (e.g. Public Entities (Sec 43.053), Utility and other Service Providers, Railroad Company)

PUB – Published Notice in Newspaper

P.H. – Public Hearing (1st Reading) City Council
(After 5th day, but on or before the 30th day)
ORDINANCE NO. 2018-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS ANNEXING INTO THE CITY APPROXIMATELY 15.038 ACRES OF LAND OUT OF THE BARNETTE O. KANE SURVEY, ABSTRACT NO. 281, LOCATED IN THE 1600 BLOCK OF REDWOOD ROAD; APPROVING A SERVICE PLAN FOR THIS AREA; INCLUDING PROCEDURAL PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

1. The owner of approximately 15.038 acres of land out of the Barnette O. Kane Survey, Abstract No. 281, located in the 1600 Block of Redwood Road, as further described by metes and bounds in Exhibit “A,” attached hereto and incorporated herein for all purposes (the “Property”), made a request for the City to annex the Property.

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

3. The City Council held a public hearing on August 7, 2018 regarding the request.

4. The requirements of Section 43.028 of the Texas Local Government Code have been met.

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

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

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

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

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

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

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

SECTION 6. This ordinance shall be effective upon its adoption on second reading.

PASSED AND APPROVED on first reading on August 7, 2018.
PASSED, APPROVED AND ADOPTED on second reading on August 21, 2018.

John Thomaides
Mayor

Attest: Approved:

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

METES AND BOUNDS DESCRIPTION
FOR A
15.038 ACRE TRACT OF LAND
“ZONING”

Being 15.038 acres of land situated in San Marcos, Hays County, Texas, being out of the Barnette O. Kane Survey, Abstract No. 281, and being out of the remaining portion of that certain 156.350 acre tract of land as conveyed to Jim R. Smith, and recorded in Volume 1146, Page 825, of the Official Public Records of Hays County, Texas, and said 15.038 acres being more particularly described as follows:

BEGINNING at a corner in the Northeast Right-of-Way (R.O.W.) line of Redwood Road (County Road No. 232) (an existing 50’ wide R.O.W.) (proposed 100’ wide R.O.W.), for the most Westerly corner of a called 100.0 acre tract of land as conveyed to George Edward Meyer and wife, Angela Zipp Meyer, and Elsie Meyer Wray and husband, Milton E. Wray, and recorded in Volume 173, Page 44, of the Official Public Records of Hays County, Texas, and being the most Southerly corner of said remaining portion of 156.350 acre tract of land and this herein described tract of land;

THENCE with the Northeast R.O.W. line of said Redwood Road, and with the Southwesterly line of said remaining portion of 156.350 acre tract of land, N 41° 35’ 31” W, a distance of 46.05 feet to a point in the Northeast R.O.W. line of said Redwood Road, being in the Southwesterly line of said remaining portion of 156.350 acre tract of land, and being the most Southwesterly corner of this herein described tract of land;

THENCE departing the Northeast R.O.W. line of said Redwood Road, and across and through said remaining portion of 156.350 acre tract of land, the following courses:

N 60° 38’ 29” E, a distance of 255.82 feet to a point for a Southerly interior corner of this herein described tract of land;

N 41° 40’ 53” W, a distance of 1,000.04 feet to a point for the most Westerly corner of this herein described tract of land;

N 44° 44’ 53” E, a distance of 189.30 feet to a point at the beginning of a non-tangent curve to the right, and being a Northwesterly corner of this herein described tract of land;
With said non-tangent curve to the right, having an arc length of 105.76 feet, a radius of 180.00 feet, a
delta angle of 33° 39' 56", a tangent length of 54.46 feet, and a chord bearing and distance of
N 61° 34' 51" E, 104.25 feet, to a point for a Northwesterly corner of this herein described tract of land;

N 78° 24' 49" E, a distance of 95.17 feet to a point at the beginning of a non-tangent curve to the left,
and being a Northwesterly corner of this herein described tract of land;

With said non-tangent curve to the left, having an arc length of 91.50 feet, a radius of 295.00 feet, a
delta angle of 17° 46' 20", a tangent length of 46.12 feet, and a chord bearing and distance of
N 69° 31' 39" E, 91.14 feet, to a point for a Northwesterly corner of this herein described tract of land;

N 60° 38' 29" E, a distance of 145.64 feet to a point for the most Northerly corner of this herein
described tract of land;

THENENCE continuing across and through said remaining portion of 156.350 acre tract of land, S 41° 40' 53" E, a
distance of 1,053.27 feet to a point in the Northwesterly line of said 100.0 acre tract of land, same being the
Southeasterly line of said remaining portion of 156.350 acre tract of land, and being the most Easterly corner of
this herein described tract of land;

THENENCE with the common line between said 100.0 acre tract of land and said remaining portion of 156.350
acre tract of land, S 60° 38' 29" W, a distance of 870.05 feet to the POINT OF BEGINNING, and containing
15.038 acres of land, more or less.;

"This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey,
and is not to be used to convey or establish interests in real property except those rights and interests implied or
established by the creation or reconfiguration of the boundary of the political subdivision for which it was
prepared."

Bearings based on Volume 8, Page 277-278, of the Map and Plat Records of Hays County, Texas.

Drew A. Mawyer
Registered Professional Land Surveyor No. 5348
TBPLS Firm Registration #10191500
5151 W. State Highway, New Braunfels, TX 78132
MDE295-Redwood-15.038 Ac Zoning Rev 070918
EXHIBIT “B”

Annexation Service Plan
1600 Block of Redwood Road
August 7, 2018 AN-2018-01

Service Plan for the Annexation of a 15.0378 +/- acre tract of land out of the Barnette O. Kane Survey, Abstract No. 281, Hays County, Texas, generally located in the 1600 Block of Redwood Road.

Pursuant to the provisions of the Texas Local Government Code, Chapter 43, the following service plan is hereby adopted for the annexation of a 15.0378 +/- acre area. The property is being annexed at the request of the property owner.

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

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

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

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

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

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

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

9. **Operation and Maintenance of Other Public Facilities, Buildings and Services**
   No other public facilities, buildings or services currently exist within the annexed area. The same standards and policies now established and in force within the city limits will be followed in maintaining and expanding other public facilities, building and services. Upon annexation, the owners and residents of property located within the annexed area shall be entitled to the use of all municipal facilities, buildings and services, subject to the same restrictions, fees and availability that pertains to the use of those facilities and services by other citizens of the city.
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
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No other public facilities, buildings or services currently exist within the annexed area. The same standards and policies now established and in force within the city limits will be followed in maintaining and expanding other public facilities, building and services. Upon annexation, the owners and residents of property located within the annexed area shall be entitled to the use of all municipal facilities, buildings and services, subject to the same restrictions, fees and availability that pertains to the use of those facilities and services by other citizens of the city.
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FOR A
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Northeast R.O.W. line of said Redwood Road, being in the Southwesterly line of said remaining portion of
156.350 acre tract of land, and being the most Southwesterly corner of this herein described tract of land;

THENCE departing the Northeast R.O.W. line of said Redwood Road, and across and through said remaining
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described tract of land;

N 44° 44’ 53” E, a distance of 189.30 feet to a point at the beginning of a non-tangent curve to the right,
and being a Northwesterly corner of this herein described tract of land;
With said non-tangent curve to the right, having an arc length of 105.76 feet, a radius of 180.00 feet, a delta angle of 33° 39' 56", a tangent length of 54.46 feet, and a chord bearing and distance of N 61° 34' 51" E, 104.25 feet, to a point for a Northwesterly corner of this herein described tract of land;

N 78° 24' 49" E, a distance of 95.17 feet to a point at the beginning of a non-tangent curve to the left, and being a Northwesterly corner of this herein described tract of land;

With said non-tangent curve to the left, having an arc length of 91.50 feet, a radius of 295.00 feet, a delta angle of 17° 46' 20", a tangent length of 46.12 feet, and a chord bearing and distance of N 69° 31' 39" E, 91.14 feet, to a point for a Northwesterly corner of this herein described tract of land;

N 60° 38' 29" E, a distance of 145.64 feet to a point for the most Northerly corner of this herein described tract of land;

THENCE continuing across and through said remaining portion of 156.350 acre tract of land, S 41° 40' 53" E, a distance of 1,053.27 feet to a point in the Northwesterly line of said 100.0 acre tract of land, same being the Southeasterly line of said remaining portion of 156.350 acre tract of land, and being the most Easterly corner of this herein described tract of land;

THENCE with the common line between said 100.0 acre tract of land and said remaining portion of 156.350 acre tract of land, S 60° 38' 29" W, a distance of 870.05 feet to the POINT OF BEGINNING, and containing 15.038 acres of land, more or less.;

"This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

Bearings based on Volume 8, Page 277-278, of the Map and Plat Records of Hays County, Texas.

Drew A. Mawyer
Registered Professional Land Surveyor No. 5348
TBPLS Firm Registration #10191500
5151 W. State Highway, New Braunfels, TX 78132
MOE295- Redwood- 15.038 Ac Zoning Rev 070918
AGENDA CAPTION:
Receive a Staff presentation and hold a public hearing to receive comments for or against Ordinance 2018-22, amending the Official Zoning Map of the City by rezoning a 15.038 acre, more or less, tract of land, Located In The 1600 Block Of Redwood Road, From “FD” Future Development District to “CD-4” Character District 4; and including procedural provisions; and consider approval of Ordinance 2018-22, on the first of two readings.

Meeting date: August 7, 2018

Department: Planning and Development Services Department

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

Fiscal Note:
Prior Council Action: N/A

City Council Strategic Initiative:
N/A

Comprehensive Plan Element (s):
☐ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☒ Land Use - Direct Growth, Compatible with Surrounding Uses
☐ Neighborhoods & Housing - Choose an item.
☐ Parks, Public Spaces & Facilities - Choose an item.
☐ Transportation - Choose an item.
☐ Not Applicable

Master Plan: N/A
Background Information:
The subject property is approximately 15 acres located on Redwood Road, east of the intersection with State Highway 123. The site is currently outside of the City Limits. The applicant has filed a petition for annexation which requires approval from City Council and is on this agenda. The annexation will need to be approved prior to approval of the requested zoning change.

The applicant is requesting a zoning change to CD-5 in order to construct multifamily apartments on the site; not proposing a purpose built student housing development. This property is located in the Medical District Medium Intensity Zone as designated on the Preferred Scenario Map. A Preferred Scenario Amendment is not required as CD-5 is an allowable zoning classification in the Intensity Zone. Surrounding uses include mainly vacant land, however the La Vista Retirement Community is located to the west of the property.

By approving this request, the applicant understands that the approval does not bind the City Council to approve future legislative actions such as annexation and zoning.

Council Committee, Board/Commission Action:
At the June 12th Regular Meeting, the Planning and Zoning Commission recommended approval of ZC-18-06 (1600 Block of Redwood Road) with an alternate zoning classification of “CD-4” Character District 4. The motion carried by the following vote: 8-0.

Alternatives:

Recommendation:
The property is located along the edge of the Medical District Medium Intensity Zone and across from an Existing Neighborhood. CD-5 would be a more appropriate zoning category if the property was located closer to the intersection of Wonder World Drive and State Highway 123. Therefore, Staff recommends approval of an alternate zoning change to Character District 4 (CD-4) which is more appropriate for the location. The applicant has been advised of Staff’s recommendation and is amenable to the alternate approval. The Commission may recommend CD-4 instead of CD-5 as it is a less restrictive zoning classification.
ORDINANCE NO. 2018-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY REZONING A 15.038 ACRE, MORE OR LESS, TRACT OF LAND, LOCATED IN THE 1600 BLOCK OF REDWOOD ROAD, FROM “FD” FUTURE DEVELOPMENT DISTRICT TO “CD-4” CHARACTER DISTRICT 4; AND INCLUDING PROCEDURAL PROVISIONS.

RECITALS:

1. On June 12, 2018, the Planning and Zoning Commission of the City of San Marcos held a public hearing regarding a request to change the zoning designation from “FD” Future Development District to “CD-5” Character District 5 for a 15.038 acre, more or less, tract of land, located in the 1600 Block of Redwood Road.

2. Subsequent to the public hearing on that date, the Planning and Zoning Commission considered the request and, with the concurrence of the applicant, voted to recommend that a zoning designation of “CD-4” Character District 4 be approved by the City Council of the City.

3. The City Council held a public hearing on August 7, 2018 regarding the request and the recommendation.

4. All requirements pertaining to Zoning Map amendments have been met.

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

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

SECTION 1. The Official Zoning Map of the City is amended to rezone the 15.038 acre tract of land described in Exhibit “A,” attached hereto and made a part hereof for all purposes, from “FD” Future Development District to “CD-4” Character District 4.

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

PASSED AND APPROVED on first reading on August 7, 2018.

PASSED, APPROVED AND ADOPTED on second reading on August 21, 2018.
Attest:

Jamie Lee Case
City Clerk

Approved:

Michael Cosentino
City Attorney
EXHIBIT A

METES AND BOUNDS DESCRIPTION
FOR A
15.038 ACRE TRACT OF LAND
"ZONING"

Being 15.038 acres of land situated in San Marcos, Hays County, Texas, being out of the Barne Y O. Kane Survey, Abstract No. 281, and being out of the remaining portion of that certain 156.350 acre tract of land as conveyed to Jim R. Smith, and recorded in Volume 1146, Page 825, of the Official Public Records of Hays County, Texas, and said 15.038 acres being more particularly described as follows:

BEGINNING at a corner in the Northeast Right-of-Way (R.O.W.) line of Redwood Road (County Road No. 232) (an existing 50' wide R.O.W.) (proposed 100' wide R.O.W.), for the most Westerly corner of a called 100.0 acre tract of land as conveyed to George Edward Meyer and wife, Angela Zipp Meyer, and Elsie Meyer Wray and husband, Milton E. Wray, and recorded in Volume 173, Page 44, of the Official Public Records of Hays County, Texas, and being the most Southerly corner of said remaining portion of 156.350 acre tract of land and this herein described tract of land;

THENCE with the Northeast R.O.W. line of said Redwood Road, and with the Southwesterly line of said remaining portion of 156.350 acre tract of land, N 41° 35' 31" W, a distance of 46.05 feet to a point in the Northeast R.O.W. line of said Redwood Road, being in the Southwesterly line of said remaining portion of 156.350 acre tract of land, and being the most Southwesterly corner of this herein described tract of land;

THENCE departing the Northeast R.O.W. line of said Redwood Road, and across and through said remaining portion of 156.350 acre tract of land, the following courses:

N 60° 38' 29" E, a distance of 255.82 feet to a point for a Southerly interior corner of this herein described tract of land;

N 41° 40' 53" W, a distance of 1,000.04 feet to a point for the most Westerly corner of this herein described tract of land;

N 44° 44' 53" E, a distance of 189.30 feet to a point at the beginning of a non-tangent curve to the right, and being a Northwesterly corner of this herein described tract of land;
With said non-tangent curve to the right, having an arc length of 105.76 feet, a radius of 180.00 feet, a
delta angle of 33° 39' 56", a tangent length of 54.46 feet, and a chord bearing and distance of
N 61° 34' 51" E, 104.25 feet, to a point for a Northwesterly corner of this herein described tract of land;

N 78° 24' 49" E, a distance of 95.17 feet to a point at the beginning of a non-tangent curve to the left,
and being a Northwesterly corner of this herein described tract of land;

With said non-tangent curve to the left, having an arc length of 91.50 feet, a radius of 295.00 feet, a
delta angle of 17° 46' 20", a tangent length of 46.12 feet, and a chord bearing and distance of
N 69° 31' 39" E, 91.14 feet, to a point for a Northwesterly corner of this herein described tract of land;

N 60° 38' 29" E, a distance of 145.64 feet to a point for the most Northerly corner of this herein
described tract of land;

THENENCE continuing across and through said remaining portion of 156.350 acre tract of land, S 41° 40' 53" E, a
distance of 1,053.27 feet to a point in the Northwesterly line of said 100.0 acre tract of land, same being the
Southeasterly line of said remaining portion of 156.350 acre tract of land, and being the most Easterly corner of
this herein described tract of land;

THENENCE with the common line between said 100.0 acre tract of land and said remaining portion of 156.350
acre tract of land, S 60° 38' 29" W, a distance of 870.05 feet to the POINT OF BEGINNING, and containing
15.038 acres of land, more or less.;

"This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey,
and is not to be used to convey or establish interests in real property except those rights and interests implied or
established by the creation or reconfiguration of the boundary of the political subdivision for which it was
prepared."

Bearings based on Volume 8, Page 277-278, of the Map and Plat Records of Hays County, Texas.

Drew A. Mawyer
Registered Professional Land Surveyor No. 5348
TBPLS Firm Registration #10191500
5151 W. State Highway, New Braunfels, TX 78132
MDE255-Redwood-15.038 Ac Zoning Rev 070918
At their regular meeting on June 12, 2018 the Planning and Zoning Commission considered this item during a Public Hearing.

**Public Notification:**

> Personal notification for the June 12, 2018 P&Z Meeting was mailed on May 25, 2018 (please see attached map and list).

> Notice for the August 7, 2017 City Council Meeting was published in the July 22, 2018 San Marcos Daily Record.

**Correspondence:**

Staff did not receive any responses.

**Public Hearing:**

No one spoke in favor or in opposition.

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

ZC-18-06 (1600 Block of Redwood Road) Hold a public hearing and consider a request by Moeller & Associates, on behalf of Two Rivers Interests, L.P., for a zoning change from “FD” Future Development to “CD-5” Character District 5 for approximately 15.0378 acres, more or less, out of the Barnette O. Kane Survey, Abstract No. 281, located in the 1600 block of Redwood Road. (A. Brake)

Chair Garber opened the public hearing.

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

A motion was made by Commissioner Porterfield, seconded by Commissioner Gleason, that ZC-18-06 (1600 Block of Redwood Road) be approved with an alternate zoning classification of “CD-4” Character District 4. The motion carried by the following vote:
For:  8 - Chair, Garber, Vice Chair Gleason, Commissioner Ramirez, Commissioner McCarty, Commissioner Haverland, Commissioner Rand, Commissioner Porterfield, and Commissioner Baker.

Against:  0 -

Absent:  1 - Commissioner Dillon

Attachments:

1. Notification Map
2. Property Owner List
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
Summary
Request: Moeller & Associates, on behalf of Two Rivers Interests, L.P. is requesting a zoning change from “FD” Future Development to “CD-5” Character District 5 for approximately 15.0378 acres, more or less, located in the 1600 Block of Redwood Road.

Applicant: Moeller & Associates
2021 West Highway 46, Suite 105
New Braunfels, TX 78132

Property Owner: Two Rivers Interests, L.P.
1400 Post Oak Blvd., Suite 900
Houston, TX 77056

Notification
Application: May 11, 2018
Neighborhood Meeting: N/A
Published: N/A
# of Participants: N/A
Posted: May 25, 2018
Personal: May 25, 2018
Response: None as of the date of this report.

Property Description
Legal Description: Barnette O. Kane Survey, Abstract No. 281
Location: 1600 Block of Redwood Road
Acreage: 15.0378 +/-
PDD/DA/Other: N/A
Existing Zoning: Not Zoned (Outside City Limits)
Proposed Zoning: Character District 5 (CD-5)
Existing Use: Vacant
Proposed Use: Apartments
Preferred Scenario: Medical District Medium Intensity Zone
Proposed Designation: N/A
CONA Neighborhood: N/A
Sector: N/A
Utility Capacity: A wastewater line will be required to be extended to service the property.

Surrounding Area
<table>
<thead>
<tr>
<th>Zoning</th>
<th>Existing Land Use</th>
<th>Preferred Scenario</th>
</tr>
</thead>
<tbody>
<tr>
<td>North of Property:</td>
<td>Not Zoned (ETJ)</td>
<td>Vacant</td>
</tr>
<tr>
<td>South of Property:</td>
<td>Not Zoned (ETJ)</td>
<td>Warehouses</td>
</tr>
<tr>
<td>East of Property:</td>
<td>Not Zoned (ETJ)</td>
<td>Vacant</td>
</tr>
<tr>
<td>West of Property:</td>
<td>Not Zoned (ETJ)</td>
<td>La Vista Retirement Community</td>
</tr>
</tbody>
</table>
### Zoning Request

**1600 Block of Redwood Road**

### Staff Recommendation

<table>
<thead>
<tr>
<th>Approval as Submitted</th>
<th>Approval Alternate</th>
<th>Denial</th>
</tr>
</thead>
</table>

The property is located along the edge of the Medical District Medium Intensity Zone and across from an Existing Neighborhood. CD-5 would be a more appropriate zoning classification if the property was located closer to the intersection of Wonder World Drive and State Highway 123. Therefore, **Staff recommends approval of an alternate zoning change to Character District 4 (CD-4) which is more appropriate for the location**. The applicant has been advised of Staff’s recommendation and is amenable to the alternate approval. The Commission may recommend CD-4 instead of CD-5 as it is a less restrictive zoning classification.

**Staff:** Alison Brake, CNU-A  **Date:** June 7, 2018

### History

The applicant has filed a petition for annexation which requires approval from the City Council. The requests for annexation and the zoning change will fall on the same City Council meeting with the Council considering the annexation prior to the zoning change. By approving this request, the applicant understands that the approval does not bind the City Council to approve future legislative actions such as annexation and zoning.

### Additional Analysis

The property is currently in the ETJ and not zoned. Upon annexation, the property will be zoned “FD”, the default classification for newly annexed land. The annexation request will be considered prior to the zoning change by City Council. See Comprehensive Plan Analysis Checklist and Criteria Checklists.

### Comments from Other Departments

<table>
<thead>
<tr>
<th>Department</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police</td>
<td>No Comment</td>
</tr>
<tr>
<td>Fire</td>
<td>No Comment</td>
</tr>
<tr>
<td>Public Services</td>
<td>No Comment</td>
</tr>
<tr>
<td>Engineering</td>
<td>No Comment</td>
</tr>
</tbody>
</table>

---

2
### Zoning Request

**Zoning Request**  
**ZC-18-06**  
**1600 Block of Redwood Road**

<table>
<thead>
<tr>
<th>Evaluation</th>
<th>Compatibility of Uses &amp; Density Criteria (Sec.4.1.2.5)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consistent</td>
<td>Helps prevent the impacts of high density uses on low density areas. The property is located along the edge of the Medical District Medium Intensity Zone. Character districts are intended for new development in both high and medium intensity zones on the Preferred Scenario Map.</td>
</tr>
<tr>
<td>Neutral</td>
<td>Limit changes in neighborhood density categories unless directed by a small area plan or neighborhood character study. There is no small area plan or neighborhood character study affecting this site.</td>
</tr>
<tr>
<td>Inconsistent</td>
<td>Encourages more opportunities for home ownership. The property is proposed to be a multifamily development.</td>
</tr>
<tr>
<td>Neutral</td>
<td>Ensures a diversity of housing to serve citizens with varying needs and interests. CD-4 and CD-5 are intended to provide for a variety of residential uses, including single-family, two-family, and multifamily. See Comparative Code Matrix.</td>
</tr>
</tbody>
</table>

### Criteria for Approval (Sec.2.5.1.4)

<table>
<thead>
<tr>
<th>Evaluation</th>
<th>Criteria for Approval (Sec.2.5.1.4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consistent</td>
<td>Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan and preferred scenario map. Vision San Marcos states that Central Texas Medical Center has the potential to become an economic hub and bring additional healthcare related employment to San Marcos. Mixed uses will allow residents to live, work and do everyday tasks within the Medical District Intensity Zone.</td>
</tr>
<tr>
<td>Neutral</td>
<td>Whether the proposed zoning map amendment is consistent with any adopted small area plan or neighborhood character study for the area. There is no small area plan or neighborhood character study affecting this site.</td>
</tr>
<tr>
<td>Inconsistent</td>
<td>Whether the proposed zoning map amendment is consistent with any applicable development agreement in effect. There is no development agreement affecting this site.</td>
</tr>
<tr>
<td>Consistent</td>
<td>Whether the uses permitted by the proposed change in zoning district classification and the standards applicable to such uses shall be appropriate in the immediate area of the land to be reclassified.</td>
</tr>
<tr>
<td>Zoning Request</td>
<td>1600 Block of Redwood Road</td>
</tr>
<tr>
<td>----------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>ZC-18-06</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>The majority of the surrounding area is located outside of the City Limits, vacant, and within the Medical District Medium Intensity Zone.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Whether the proposed zoning will reinforce the existing or planned character of the area</td>
</tr>
<tr>
<td>X</td>
<td>Approval of this zoning change would allow the property to develop according to the vision of the Comprehensive Plan, which states that the community needs diversified housing options (Neighborhood and Housing Goal 3).</td>
</tr>
<tr>
<td></td>
<td>Whether the site is appropriate for the development allowed in the proposed district</td>
</tr>
<tr>
<td>X</td>
<td>The property is vacant and shown to be in a low to moderately constrained area. It is also located within the Medical District Medium Intensity Zone.</td>
</tr>
<tr>
<td></td>
<td>Whether there are substantial reasons why the property cannot be used according to the existing zoning</td>
</tr>
<tr>
<td>N/A</td>
<td>The property is currently not zoned as it is located outside of the City Limits.</td>
</tr>
<tr>
<td></td>
<td>Whether there is a need for the proposed use at the proposed location</td>
</tr>
<tr>
<td>X</td>
<td>The rezoning does serve a public purpose as it furthers the goals and vision of the Comprehensive Plan.</td>
</tr>
<tr>
<td></td>
<td>Whether the City and other service providers will be able to provide sufficient public facilities and services including schools, roads, recreation facilities, wastewater treatment, water supply and stormwater facilities, public safety, and emergency services, while maintaining sufficient levels of service to existing development</td>
</tr>
<tr>
<td>X</td>
<td>The property is located within the City’s water service area and adjacent to the City’s wastewater service area. A wastewater line will have to be extended to serve the property. Once the property is annexed, the City's wastewater service area boundary will be updated.</td>
</tr>
<tr>
<td></td>
<td>Whether the proposed rezoning will have a significant adverse impact on property in the vicinity of the subject property</td>
</tr>
<tr>
<td>X</td>
<td>The majority of the area surrounding the property is located within the Medical District Medium Intensity Zone. Character districts are intended for new development in high and medium intensity zones.</td>
</tr>
<tr>
<td></td>
<td>For requests to a Neighborhood Density District, whether the proposed amendment complies with the compatibility of uses and density in Section 4.1.2.5</td>
</tr>
<tr>
<td>N/A</td>
<td>The request is for a Character District.</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>X</td>
<td>The impact the proposed amendment has with regard to the natural environment, including the quality and quantity of water and other natural resources, flooding, and wildlife management. The property is located within a low to moderately constrained area according to the Land Use Suitability Map.</td>
</tr>
<tr>
<td>X</td>
<td>Any other factors which shall substantially affect the public health, safety, morals, or general welfare. None noted.</td>
</tr>
</tbody>
</table>
## Comparative Code Matrix

<table>
<thead>
<tr>
<th>District Intent</th>
<th>CD-4</th>
<th>CD-5</th>
</tr>
</thead>
<tbody>
<tr>
<td>The CD-4 district is intended to accommodate a variety of residential options including single-family, two-family and multifamily with limited commercial or mixed use on the corners.</td>
<td>The CD-5 district is intended to provide for a variety of residential, retail, service and commercial uses. To promote walkability and compatibility, auto-oriented uses are restricted. CD-5 promotes mixed use and pedestrian-oriented activity.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Units / Acre</th>
<th>N/A</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Impervious Cover</td>
<td>80% max</td>
<td>100% max.</td>
</tr>
</tbody>
</table>

### Building Types
- Accessory Dwelling
- Cottage
- Duplex
- Townhouse
- Courtyard Housing
- Apartment
- Live/Work
- Neighborhood Shopfront
- Civic Building

### Building Standards
- **Principal Building Height**: 3 stories max. 50 ft. max.
- **Accessory Structure Height**: N/A 24 ft. max.

### Lot Standards

<table>
<thead>
<tr>
<th>Building Type</th>
<th>LOT AREA</th>
<th>LOT WIDTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Townhouse</td>
<td>1,500 sq. ft. min.</td>
<td>15 ft. min.</td>
</tr>
<tr>
<td>Apartment Building</td>
<td>2,000 sq. ft. min.</td>
<td>20 ft. min.</td>
</tr>
<tr>
<td>Live/Work</td>
<td>1,100 sq. ft. min.</td>
<td>15 ft. min.</td>
</tr>
<tr>
<td>Mixed Use Shopfront</td>
<td>2,000 sq. ft. min.</td>
<td>20 ft. min.</td>
</tr>
<tr>
<td>Civic Building</td>
<td>2,000 sq. ft. min.</td>
<td>20 ft. min.</td>
</tr>
</tbody>
</table>
ZC-18-06 (1600 Block of Redwood Road) Zoning Change Review (By Comp Plan Element)

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Located in Subwatershed</th>
<th>Cottonwood Creek Watershed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Modeled Impervious Cover Increase Anticipated for watershed</td>
<td>0-25%</td>
</tr>
<tr>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>
Notes: Most of the area that is located within this watershed is primarily rural, undeveloped, and used for agriculture. The Comp Plan states that the rise in impervious cover can be attributed to multiple intensity zones located within the watershed.

**NEIGHBORHOODS** – Where is the property located

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

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

<table>
<thead>
<tr>
<th>Will Parks and / or Open Space be Provided?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parkland dedication or fee-in-lieu will be required at time of plat. In addition, the San Marcos Development Code requires a $400/unit Parkland Development Fee to be paid prior to development.</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

<table>
<thead>
<tr>
<th>Existing Daily LOS</th>
<th>Redwood Road</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Existing Peak LOS</th>
<th>Redwood Road</th>
<th>X</th>
<th>X</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Preferred Scenario Daily LOS</th>
<th>Redwood Road</th>
<th>X</th>
<th>X</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Preferred Scenario Peak LOS</th>
<th>Redwood Road</th>
<th>X</th>
<th>X</th>
</tr>
</thead>
</table>

Note: The Thoroughfare Plan shows a Major Arterial bordering the east side of the property. The right-of-way for this arterial will have to be dedicated at the time the property is platted and constructed at the time of development.

<table>
<thead>
<tr>
<th>Sidewalk Availability (Required to build.)</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sidewalks will be required to be constructed at the time of development.</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Adjacent to existing bicycle lane?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adjacent to existing public transportation route?</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>
The property is located on a CARTS route, the Guadalupe/Redwood route. The closest bus stop is approximately 1 mile. While there is not a designated bicycle lane, the sidewalks along this stretch of McCarty Lane considered a multimodal pathway which bicyclists can utilize.
METES AND BOUNDS DESCRIPTION
FOR A
15.038 ACRE TRACT OF LAND
"ZONING"

Being 15.038 acres of land situated in San Marcos, Hays County, Texas, being out of the Barnette O. Kane Survey, Abstract No. 281, and being out of the remaining portion of that certain 156.350 acre tract of land as conveyed to Jim R. Smith, and recorded in Volume 1146, Page 825, of the Official Public Records of Hays County, Texas, and said 15.038 acres being more particularly described as follows:

BEGINNING at a corner in the Northeast Right-of-Way (R.O.W.) line of Redwood Road (County Road No. 232) (an existing 50’ wide R.O.W.) (proposed 100’ wide R.O.W.), for the most Westerly corner of a called 100.0 acre tract of land as conveyed to George Edward Meyer and wife, Angela Zipp Meyer, and Elsie Meyer Wray and husband, Milton E. Wray, and recorded in Volume 173, Page 44, of the Official Public Records of Hays County, Texas, and being the most Southerly corner of said remaining portion of 156.350 acre tract of land and this herein described tract of land;

THENCE with the Northeast R.O.W. line of said Redwood Road, and with the Southwesterly line of said remaining portion of 156.350 acre tract of land, N 41° 35' 31” W, a distance of 46.05 feet to a point in the Northeast R.O.W. line of said Redwood Road, being in the Southwesterly line of said remaining portion of 156.350 acre tract of land, and being the most Southwesterly corner of this herein described tract of land;

THENCE departing the Northeast R.O.W. line of said Redwood Road, and across and through said remaining portion of 156.350 acre tract of land, the following courses:

N 60° 38' 29” E, a distance of 255.82 feet to a point for a Southerly interior corner of this herein described tract of land;

N 41° 40’ 53” W, a distance of 1,000.04 feet to a point for the most Westerly corner of this herein described tract of land;

N 44° 44’ 53” E, a distance of 189.30 feet to a point at the beginning of a non-tangent curve to the right, and being a Northwesterly corner of this herein described tract of land;
With said non-tangent curve to the right, having an arc length of 105.76 feet, a radius of 180.00 feet, a
delta angle of 33° 39’ 56”, a tangent length of 54.46 feet, and a chord bearing and distance of
N 61° 34’ 51” E, 104.25 feet, to a point for a Northwesterly corner of this herein described tract of land;

N 78° 24’ 49” E, a distance of 95.17 feet to a point at the beginning of a non-tangent curve to the left,
and being a Northwesterly corner of this herein described tract of land;

With said non-tangent curve to the left, having an arc length of 91.50 feet, a radius of 295.00 feet, a
delta angle of 17° 46’ 20”, a tangent length of 46.12 feet, and a chord bearing and distance of
N 69° 31’ 39” E, 91.14 feet, to a point for a Northwesterly corner of this herein described tract of land;

N 60° 38’ 29” E, a distance of 145.64 feet to a point for the most Northerly corner of this herein
described tract of land;

THENCE continuing across and through said remaining portion of 156.350 acre tract of land, S 41° 40’ 53” E, a
distance of 1,053.27 feet to a point in the Northwesterly line of said 100.0 acre tract of land, same being the
Southeasterly line of said remaining portion of 156.350 acre tract of land, and being the most Easterly corner of
this herein described tract of land;

THENCE with the common line between said 100.0 acre tract of land and said remaining portion of 156.350
acre tract of land, S 60° 38’ 29” W, a distance of 870.05 feet to the POINT OF BEGINNING, and containing
15.038 acres of land, more or less.;

"This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey,
and is not to be used to convey or establish interests in real property except those rights and interests implied or
established by the creation or reconfiguration of the boundary of the political subdivision for which it was
prepared."

Bearings based on Volume 8, Page 277-278, of the Map and Plat Records of Hays County, Texas.

Drew A. Mawyer
Registered Professional Land Surveyor No. 5348
TBPLS Firm Registration #10191500
5151 W. State Highway, New Braunfels, TX 78132
MOE295- Redwood- 15.038 Ac Zoning Rev 070918
## ZONING CHANGE, OVERLAY OR ESTABLISHMENT OF A HISTORIC DISTRICT/LANDMARK APPLICATION

**CONTACT INFORMATION**

<table>
<thead>
<tr>
<th>Applicant's Name</th>
<th>Property Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Macler &amp; Associates</td>
<td>Two Rivers Interests, L.P.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Applicant's Mailing Address</th>
<th>Owner's Mailing Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021 W Huey Yo Suits, 1400 Post Oak Blvd, Suite 905</td>
<td>Houston, TX 77056</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Applicant's Phone #</th>
<th>Owner's Phone #</th>
</tr>
</thead>
<tbody>
<tr>
<td>(830) 358-7127</td>
<td>(713) 622-8040</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Applicant's Email</th>
<th>Owner's Email</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:jayson@macler.com">jayson@macler.com</a></td>
<td><a href="mailto:jim@smithcodevelopment.com">jim@smithcodevelopment.com</a></td>
</tr>
</tbody>
</table>

## PROPERTY INFORMATION

**Subject Property Address(es):** 1800 Ft Southeast of Redwood Rd 123

**Legal Description:** Lot __________ Block __________ Subdivision

**Total Acreage:** 14.14 ac

**Preferred Scenario Designation:** Medium Intensity

**Existing Zoning:** OCL (currently annexing)

**Preferred Scenario:** untested

**DESCRIPTION OF REQUEST**

**Proposed Zoning District(s):** CD-5

**Proposed Land Uses / Reason for Change:** Proposed Multi-Family

## AUTHORIZATION

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

- **MF-12, 18, 24 Filing Fee:** $1,275 plus $50 per acre
- **Technology Fee:** $11
- **Other Districts Filing Fee:** $1,000 plus $100 per acre
- **Technology Fee:** $11

**MAXIMUM COST:**
- **$4,011**
- **$3,011**

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

<table>
<thead>
<tr>
<th>To be completed by Staff:</th>
<th>Accepted By:</th>
<th>Date Accepted:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Proposed Meeting Date:</th>
<th>Application Deadline:</th>
</tr>
</thead>
</table>

**APPLY ONLINE** – [WWW.MYGOVERNMENTONLINE.ORG/](http://WWW.MYGOVERNMENTONLINE.ORG/)

Planning & Development Services • 630 East Hopkins • San Marcos, Texas 78666 • 512-393-8230
I, Jim Smith (Two Rivers Interests LP) (owner) acknowledge that I am the rightful owner of the property located at Redwood Rd, San Marcos, TX 78666 (See attached survey) (address).

I hereby authorize JAMES INGALLS (agent name) to serve as my agent to file this application for VOLUNTARY ANNEXATION ZONING (application type), and to work with the Responsible Official / Department on my behalf throughout the process.

Signature of Property Owner: [Signature] Date: 4-17-18

Printed Name: JIM SMITH

Signature of Agent: [Signature] Date: 4-17-18

Printed Name: JAMES INGALLS
AGREEMENT TO THE PLACEMENT OF NOTIFICATION SIGNS
AND ACKNOWLEDGEMENT OF NOTIFICATION REQUIREMENTS

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

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

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

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

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

Signature: [Signature]

Date: 4-30-18

Print Name: [Print Name]
ZC-18-06 (1600 Block of Redwood Road)
Hold a public hearing and consider a request by Moeller & Associates, on behalf of Two Rivers Interests, L.P., for a zoning change from “FD” Future Development to “CD-5” Character District 5 for approximately 15.0378 acres, more or less, out of the Barnette O. Kane Survey, Abstract No. 281, located in the 1600 Block of Redwood Road. (A. Brake)
Location:

- Approximately 15.0378 acres located east of State Highway 123
  - Running concurrently with annexation request
- Majority vacant land
- La Vista Retirement Community located to the west
- El Camino Real Subdivision located to the southeast
Location:

- Located along the edge of the Medical District Medium Intensity Zone
- Character districts are intended for infill development and new development in both high and medium intensity zones
Context & History:

- FD zoning is default classification for newly annexed land.

- CD-5 allows for a variety of residential, retail, service and commercial uses.

- CD-4 allows for a variety of residential options including single-family, two-family, and multifamily with limited commercial or mixed uses on the corners.
Current Zoning Map

ZC-18-06
1600 Blk Redwood Rd
Redwood Annexation
Map Date: 7/20/2018

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
## Comparative Code Matrix

### CD-4

**District Intent**
The CD-4 district is intended to accommodate a variety of residential options including single-family, two-family and multifamily with limited commercial or mixed use on the corners.

- **Units / Acre**: N/A
- **Impervious Cover**: 80% max.
- **Building Types**:
  - Accessory Dwelling
  - Cottage
  - Duplex
  - Townhouse
  - Courtyard Housing
  - Apartment
  - Live/Work
  - Neighborhood Shopfront
  - Civic Building

**Building Standards**

- **Principle Building Height**: 3 stories max., 60 ft. max.
- **Accessory Structure Height**: N/A, 24 ft max.

**Lot Standards**

- **Building Type**
  - Cottage: 4,800 sq. ft. min., 40 ft. min./120 ft. max.
  - Duplex: 4,600 sq. ft. min., 40 ft. min./120 ft. max.
  - Townhouse: 1,500 sq. ft. min., 20 ft. min./120 ft. max.
  - Courtyard Housing: 1,500 sq. ft. min., 15 ft. min./120 ft. max.
  - Apartment: 6,000 sq. ft. min., 60 ft. min./120 ft. max.
  - Live/Work: 1,100 sq. ft. min., 15 ft. min./120 ft. max.
  - Neighborhood Shopfront: 6,000 sq. ft. min., 60 ft. min./120 ft. max.
  - Civic Building: 6,000 sq. ft. min., 60 ft. max.

### CD-5

**District Intent**
The CD-5 district is intended to provide for a variety of residential, retail, service and commercial uses. To promote walkability and compatibility, auto-oriented uses are restricted. CD-5 promotes mixed use and pedestrian-oriented activity.

- **Units / Acre**: N/A
- **Impervious Cover**: 100% max.
- **Building Types**:
  - Accessory Dwelling
  - Townhouse
  - Apartment
  - Live/Work
  - Mixed Use Shopfront
  - Civic Building

**Building Standards**

- **Building Height (Max.)***: 5 stories, 75 ft.
- **Building Height (Min.)***: 2 stories, 24 ft.

**Lot**

- **Building Type**
  - Townhouse: 1,500 sq. ft. min., 15 ft. min.
  - Apartment Building: 2,000 sq. ft. min., 20 ft. min.
  - Live/Work: 1,100 sq. ft. min., 15 ft. min.
  - Mixed Use Shopfront: 2,000 sq. ft. min., 20 ft. min.
  - Civic Building: 2,000 sq. ft. min., 20 ft. min.
Staff Recommendation:

Staff provides this request to the Commission for your consideration and recommends **approval of an alternate zoning change to Character District 4 (CD-4) which is more appropriate for the location.**

At the June 12th Regular Meeting, the Planning and Zoning Commission **recommended approval of the request with an alternate zoning classification of “CD-4” Character District 4.** The motion carried by the following vote: 8-0.
AGENDA CAPTION:
Receive a Staff presentation and hold a Public Hearing to receive comments for or against Resolution 2018-139R, approving the 2018 amended and restated service and assessment plan with Highpointe Trace, LLC. in connection with the Trace Public Improvement District; authorizing the City Manager to execute said document on behalf of the City; and declaring an effective date; and consider approval of Resolution 2018-139R.

Meeting date: August 7, 2018

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

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

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

City Council Strategic Initiative: [Please select from the dropdown menu below]
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.
Master Plan: [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]

Choose an item.

Background Information:

Highpointe Communities has approximately 420 acres of land, generally located on the east side of IH-35, south of Posey Road, and also bordered by Old Bastrop Highway, at the southern edge of the City of San Marcos. The property is primarily for residential housing along with a component of multi-family along with a business park and community commercial.

On September 1, 2015, the City of San Marcos approved a term sheet that designated the parameters for which a Public Improvement District for the Trace Subdivision would be created. The key terms of this term included the following:

- Maximum Total Indebtedness $19,500,000
- Total Construction Dollars for which the developer can be reimbursed $15,500,000
- The Maximum Total Equivalent Tax Rate could not exceed $0.50

In October 2016, the City Council adopted a Service and Assessment Plan for the Trace Public Improvement District. Periodic updates to this document are required by the San Marcos City Council usually on an annual basis. The Trace Development is to the point in its project where an update to the Service and Assessment Plan needs to be brought before the City Council. During the update of those documents, a request was made by the developer to amend the deal terms of the Public Improvement District so that the overall Business Park and Commercial equivalent tax rates could be reduced thus making the commercial property more competitive. This does slightly increase the overall residential equivalent tax but the total tax rate is still below the originally approved $0.50 tax rate.

Projected Tax Rate Equivalents
- Residential and Multifamily $0.3387 per $100 of evaluation
- Retail and Business Park $0.1900 per $100 of evaluation
- Initial projections for all phases was approximately $0.46 per $100 of evaluation

This increases the overall maximum assessment to $22.1M up from $19.5M but it should be noted that this does not increase the overall maximum debt to be issued for this project ($19.5M) nor the amount that the developer will be reimbursed for construction improvements ($15.5M)

A council subcommittee has reviewed the developer’s proposal and is recommending approval and adoption of the Service and Assessment Plan by the City Council. It should also be noted that the developer is contributing $2M towards the construction of a fire station.
Council Committee, Board/Commission Action:
A council subcommittee met on July 26, 2018 to formulate the attached recommendation.

Alternatives:
Click or tap here to enter text.

Recommendation:
The Council Subcommittee and staff are recommending approval.
RESOLUTION NO. 2018-351R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING THE 2018 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN WITH HIGHPOINTE TRACE, L.L.C. IN CONNECTION WITH THE TRACE PUBLIC IMPROVEMENT DISTRICT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID DOCUMENT ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, the City Council of the City of San Marcos (City Council) adopted Resolution No. 2015-145 creating the Trace Public Improvement District on October 20, 2015;

WHEREAS, the City Council adopted Resolution No. 2015-146 approving a Financing Agreement, Service and Assessment Plan and Reimbursement Agreement relating to the Trace Public Improvement District on October 20, 2015.

WHEREAS, the City Council adopted the Resolution 2016-150R approving the first Special Assessment on October 18, 2016.

WHEREAS, the City Council posted public notice and held a public hearing on August 7, 2018.

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

PART 1. The attached 2018 Amended and Restated with Highpointe Trace, L.L.C. in connection with the Trace Public Improvement District is hereby approved.

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

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

ADOPTED on August 7, 2018.

Mayor
John Thomaides

Attest:

Jamie Lee Case
City Clerk
Trace
Public Improvement District

2018 Amended and Restated Service and Assessment Plan

August 7, 2018
Section I

PLAN DESCRIPTION AND DEFINED TERMS

A. Introduction

On October 20, 2015, (the “Creation Date”), the City Council (the "City Council") of the City of San Marcos, Texas (the "City") approved Resolution No. 2015-145R, which authorized the creation of the Trace Public Improvement District (the “PID”) to finance the Actual Costs of the Public Improvements for the benefit of certain property in the PID, all of which is located within the city limits of the City.

Chapter 372 of the Texas Local Government Code (as amended, the “PID Act”), governs the creation and operation of public improvement districts within the State of Texas. This 2018 Amended and Restated Service and Assessment Plan (the “2018 SAP”) was prepared pursuant to the PID Act. The PID Act requires that a service plan cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The PID Act also requires a service plan be reviewed and updated annually for the purpose of determining the annual budget for improvements. The service plan for the PID is described in more detail in Section V herein.

The Assessment Roll for the PID is attached hereto as Appendix A, and is addressed in Section VII of this 2018 SAP. The Special Assessments as shown on the Assessment Roll are based on the method for establishing and levying the Special Assessment described in Sections IV and VI of this 2018 SAP.

B. Definitions

“2018 SAP” means this 2018 Amended and Restated Trace Public Improvement District Service and Assessment Plan (as such plan is amended, supplemented or updated from time to time) approved by the City Council by an Assessment Ordinance.

“Acquisition and Reimbursement Agreement” means (whether one or more) an agreement that provides for construction and dedication of a Public Improvement to the City prior to the Landowner being paid out of the applicable Major Improvement PID Bonds proceeds, whereby all or a portion of the Actual Costs will be paid to Landowner initially from Special Assessments (and ultimately from the applicable Major Improvement PID Bonds) to reimburse the Landowner for Actual Costs paid by the Landowner that are eligible to be paid with PID Bond proceeds. The form of Acquisition and Reimbursement Agreement shall be reasonably acceptable to both City and Landowner and substantially in accordance with the form from the PID Financing Agreement – Exhibit “H”. It is intended that Acquisition and Reimbursement Agreements will be used in connection with the Initial Major Improvement PID Bonds and the Additional Major Improvement PID Bonds.

“Actual Cost(s)” means, with respect to the Public Improvements, the Landowner’s demonstrated, reasonable, allocable, and allowable costs of constructing such Public
Improvement, as specified in a payment request in a form that has been reviewed and approved by the City and in an amount not to exceed the amount for each Public Improvement as set forth in the 2018 SAP (subject to cost overruns in Section 5.01(e)). Actual Costs may include (a) the costs incurred by or on behalf of the Landowner (either directly or through affiliates) for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Public Improvements, (b) the fees paid for obtaining permits, licenses or other governmental approvals for such Public Improvements, (c) construction management fee, (d) the costs incurred by or on behalf of the Landowner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, (e) all labor, bonds and materials, including equipment and fixtures, by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Public Improvements, (f) all related permitting and public approval expenses, architectural, engineering, and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and all payments for Administrative Expenses after the date of a resolution authorizing such reimbursement, plus interest, if any, at the lower of (x) the maximum interest rate permitted by the PID Act or (y) the interest rate of the Major Improvement PID Bonds calculated from the respective dates of the expenditures until the date of reimbursement therefore.

“Additional Interest” means the 0.50% additional interest charged on Special Assessments pursuant to Section 372.018 of the PID Act.

“Additional Major Improvement PID Bonds” means the bonds issued to fund Public Improvements (or a portion thereof) that were not funded with the Initial Major Improvement PID Bonds and are secured by Special Assessments levied on Assessed Property.

“Additional Special Assessments” means the $10,925,000 of Special Assessment levied on all Assessed Property within the PID upon the adoption of the Assessment Ordinance approving this 2018 SAP, with the consent of the Landowners and prior to the creation of any homestead within the PID.

“Administrative Expenses” means the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the PID and preparing the Assessment Roll, (iii) computing, levying, collecting and transmitting the Special Assessments or the Annual Installments thereof, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the Special Assessments, (v) paying and redeeming the Major Improvement PID Bonds, (vi) investing or depositing the Special Assessments or other monies, (vii) complying with the PID Act with respect to the Major Improvement PID Bonds, (viii) paying the paying agent/registrar's and trustee’s fees and expenses (including the fees
and expenses of its legal counsel) related to the Major Improvement PID Bonds, and (ix) administering the construction of the Public Improvements.

“Administrator” means an employee of the City or third party designee of the City who shall have the responsibilities provided for herein, in an Indenture relating to Major Improvement PID Bonds or in any other agreement approved by the City Council.

“Annual Installment” means, with respect to each Parcel, each annual payment of: (i) the Special Assessment (including the principal of and interest on), as shown on the Assessment Roll attached hereto as Appendix A, as applicable, and calculated as provided in Section VI of this 2018 SAP, (ii) Administrative Expenses, (iii) the Additional Interest.

“Annual Service Plan Update” means any update to this 2018 SAP.

“Assessed Property” or “Assessed Properties” means property on which Special Assessments have been levied as shown on the Assessment Roll (as the same may be updated each year by an Annual Service Plan Update) and which includes any and all Parcels within the PID other than Non-Benefited Property.

“Assessment Ordinance” means each ordinance adopted by the City Council approving this 2018 SAP (or amendments or supplements to the 2018 SAP) and levying the Special Assessments.

“Assessment Roll” means the Assessment Roll included in this 2018 SAP as Appendix A, which may be updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Major Improvement PID Bonds or in connection with any Annual Service Plan Update.

“City” means the City of San Marcos, Texas.

“City Council” means the City Council of City of San Marcos, Texas.

“County” means Hays County, Texas.

“Creation Date” means the date, October 20, 2015, the City Council approved Resolution No. 2015-145R which authorized the creation of the PID.

“Delinquent Collection Costs” means interest, penalties and expenses incurred or imposed with respect to any delinquent Special Assessment, or an Annual Installment thereof, in accordance with the PID Act which includes the costs related to pursuing collection of such delinquent Special Assessment, or an Annual Installment thereof, and the costs related to foreclosing the lien against the Assessed Property, including attorney’s fees.

“Fire Station Agreement” means that certain agreement entered into between the City and the Landowner on November 2, 2015.
“Indenture” means the applicable Indenture of Trust between the City and a trustee relating to the issuance of a series of Major Improvement PID Bonds for financing costs of Public Improvements, as it may be amended from time to time.

“Initial Major Improvement PID Bonds” means bonds issued to fund the initial Public Improvements (or a portion thereof) that are secured by Special Assessments levied on Assessed Property.

“Initial Special Assessment(s)” means the $11,175,000 of Special Assessment levied on all Assessed Property within the PID upon the adoption of the Assessment Ordinance 2016-42 dated October 18, 2016 and levied in accordance with Sections 372.019 and 372.020 of the PID Act.

“Landowners” means Highpointe Trace, LLC, a California limited liability corporation, or other entity affiliated with Highpointe Communities, Inc.; Buffington Classic Texas Homes LLC, and Pacesetter Homes LLC.

“Lot” means (i) for any portion of the Property for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a “lot” in such subdivision plat, and (ii) for any portion of the Property for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single family residential Lots, the Lot Type shall be further defined by classifying the residential Lots based on the estimated buildout value of the Lot, as determined by the Administrator and confirmed by the City Council.

“Lot Type 1” means a Lot platted prior to January 1, 2018 designated as a 32’/34’ alley lot.

“Lot Type 2” means a Lot platted prior to January 1, 2018 designated as a 41’ alley lot.

“Lot Type 3” means a Lot platted prior to January 1, 2018 designated as a 50’ lot.

“Major Improvement PID Bonds” means the special assessment revenue bonds to be issued by the City, in one or more series, to finance the Public Improvements that confer special benefit on the Assessed Property within the PID, which may include funds for any required reserves and amounts necessary to pay the Major Improvement Area PID Bonds issuance cost, and to be secured by the revenues and funds pledged under an Indenture, consisting primarily of the Special Assessments, pursuant to the authority granted in the PID Act, and as described by this 2018 SAP for the purposes of (i) financing the costs of Public Improvements and related costs and (ii) reimbursing the Landowner for Actual Costs paid prior to the issuance of the Major Improvement Area PID Bonds. This term is also used to
collectively refer to the Initial Major Improvement PID Bonds and any Additional Major Improvement PID Bonds throughout this 2018 SAP.

“Non-Benefited Property” means Parcels within the boundaries of the Property that accrue no special benefit from the Public Improvements, including Owner’s Association Property, Public Property and easements that create an exclusive use for a public utility provider. Property identified as Non-Benefited Property at the time the Special Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel is not assessed. Assessed Property converted to Non-Benefited Property, if the Special Assessments may not be reallocated pursuant to Section VI.C or Section VI.D, remains subject to the Special Assessments and requires the Special Assessments to be prepaid as provided for in Section VI.E.

“Owner’s Association” means a homeowner’s association or property owner’s association.

“Owner’s Association Property” means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, an Owners’ Association established for the benefit of a group of homeowners or property owners within the PID.

“Parcel” means a property identified by either a tax map identification number assigned by the Hays County Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

“PID” means the Trace Public Improvement District created by the City pursuant to Resolution No. 2015-145R approved on October 20, 2015.

“PID Act” means Chapter 372 of the Texas Local Government Code, as amended.

“PID Financing Agreement” means that certain financing agreement between the Highpointe Trace, LLC and the City approved by Resolution No. 2015-146R on October 20, 2015, as amended.

“Prepayment Costs” mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of a Special Assessment and the Major Improvement PID Bonds secured by such Special Assessment.

“Property” means the approximately 417.63 acres of property depicted and described by metes and bounds on Exhibit A to Resolution No. 2015-146R as adopted by City Council on October 29, 2015 of which 320.28 acres are developable and are to be assessed with a Special Assessment. The Property is located within the City and is legally described in Appendix B to this 2018 SAP and is depicted in Table II.A of this 2018 SAP.
“Public Improvements” mean the improvements permitted by the PID Act and designed, constructed, and installed in accordance with this 2018 SAP for which Special Assessments are levied against the Assessed Property that receives a special benefit from such improvement and depicted in Appendix D.

“Public Property” means property, real property, right of way and easements located within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, the County, the City, a school district, a public utility provider or any other political subdivision or public agency, whether in fee simple, through an exclusive use easement, plat, or a public utility easement.

“Special Assessment(s)” means the assessments levied against Assessed Property in the PID, as provided for in the applicable Assessment Ordinance and in this 2018 SAP, including any supplemental assessments or reallocation of assessments levied in accordance with Sections 372.019 and 372.020 of the PID Act.

“Trustee” means the trustee under the Indenture, and any successor thereto permitted under such Indenture and any other Trustee under a future Indenture.

“Unplatted Parcel” means the Parcel described in Appendix F and shown on Appendix G.
Section II

PROPERTY INCLUDED IN THE PID

A. Property Included in the PID

The PID is comprised of the Property. The PID is located entirely within the City’s jurisdiction. It contains a total of approximately 417.63 acres of which approximately 302.7 acres are planned for development to include a combination of residential and commercial development as well as the associated rights of way, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

A map of the Property is shown in Table II-A. A Legal description for the Property is included in Appendix E.
Section III

DESCRIPTION OF THE PUBLIC IMPROVEMENTS

A. Description and Estimated Cost of the Public Improvements

The Public Improvements are described below and generally depicted in Appendix D. Table III-A shows the estimated cost of the Public Improvements. The estimated cost to construct the Public Improvements is $22,386,420. The costs shown in Table III-A may be revised in Annual Service Plan Updates.

A description of the Public Improvements is provided below:

- **Street Improvements**
  - The street improvement portion of the Public Improvements consists of the construction of perimeter road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way which benefit the Assessed Property. The City has determined that the acquisition of rights-of-way related to road improvements meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The road improvements will be constructed according to City standards.

- **Drainage Improvements**
  - The storm drainage improvement portion of the Public Improvements consists of the construction of one detention pond, storm drain pipes, culverts, catch basins and appurtenances thereto to appropriately control and convey storm water. The storm drainage improvements will be constructed according to City standards.

- **Erosion & Sedimentation Control/Mobilization & General Conditions**
  - The Erosion and Sedimentation Control Measures (temporary BMPs) of the Public Improvements will include stabilized construction entrances, silt fence located downstream of all disturbed area, rock berms, inlet protection, and protection of mature trees and vegetation.

- **Water Line Distribution**
  - The water improvement portion of the Public Improvements consists of construction and installation of waterlines, mains, pipes, valves and appurtenances, necessary for the water distribution system that will service the Assessed Property. The water improvements will be constructed according to City standards.
• **Waste Water**
  o The wastewater improvement portion of the Public Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The wastewater improvements will be constructed according to City standards.

• **Sewer Lift Station**
  o The sewer Lift Station portion of the Public Improvements consists of construction and installation for Lift Station A of manholes, wet wells, piping, pumps, electrical control equipment and appurtenances necessary to collect wastewater on one side of a geographical highpoint and transporting it across that highpoint to Lift Station B, construction and installation for Lift Station B of manholes, wet wells, piping, pumps, electrical control equipment and appurtenances necessary to collect wastewater on one side of a geographical highpoint and transporting it across that highpoint to a City designated discharge point. All sewer Lift Station improvements will be constructed according to City standards.

• **Landscaping – Arterial Roads, Open Space and Trails**
  o The landscape portion of the Public Improvements consists of the installation of various landscape improvements along arterial roads. The improvements include: street tree plantings, enhanced landscaping on perimeters and medians, bio-swales in medians (where functionally possible), associated irrigation, street lighting, and hardscape improvements at key locations for wayfinding. The open space and trails system consists of selective clearing and removal of trees or other select (invasive) vegetative cover to enhance the quality and function of the natural drainage areas and open spaces. Other improvements shall include a variety of trails with either; concrete, decomposed granite or natural earth surfacing, throughout the open spaces to provide access to the natural features of the site. Landscaping will include native grasses, wildflowers, trees and shrubs, associated irrigation as required, lighting, fencing or walls if necessary and hardscape improvements.

• **Public Safety Facilities**
  o The Landowner will pay costs, in an amount not to exceed $500,000, associated with the construction of a new Fire Station per the Fire Station Agreement entered into the City and Landowner on November 2, 2015.
<table>
<thead>
<tr>
<th>Public Improvement</th>
<th>Hard Cost</th>
<th>Soft Costs</th>
<th>Construction Management</th>
<th>Contingency</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Improvements</td>
<td>5,788,090</td>
<td>1,244,628</td>
<td>251,949</td>
<td>470,186</td>
<td>7,754,853</td>
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<td>Drainage Improvements</td>
<td>1,272,692</td>
<td>273,670</td>
<td>55,399</td>
<td>103,385</td>
<td>1,705,146</td>
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<tr>
<td>Erosion Control/Mobilization &amp; General Conditions</td>
<td>563,672</td>
<td>121,208</td>
<td>24,536</td>
<td>45,789</td>
<td>755,205</td>
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<td>Water Line Distribution</td>
<td>728,070</td>
<td>156,559</td>
<td>31,692</td>
<td>59,144</td>
<td>975,464</td>
</tr>
<tr>
<td>Wastewater</td>
<td>1,026,228</td>
<td>220,672</td>
<td>44,671</td>
<td>83,364</td>
<td>1,374,935</td>
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<tr>
<td>Sewer Lift Station</td>
<td>3,967,557</td>
<td>853,154</td>
<td>172,703</td>
<td>322,298</td>
<td>5,315,712</td>
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<td>Landscaping - Arterial Roads, Open Space, and Trails</td>
<td>2,989,342</td>
<td>642,806</td>
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<tr>
<td>Public Safety Facilities</td>
<td>500,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>500,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>16,835,651</strong></td>
<td><strong>3,512,697</strong></td>
<td><strong>711,072</strong></td>
<td><strong>1,327,000</strong></td>
<td><strong>22,386,420</strong></td>
</tr>
</tbody>
</table>
Section IV

ASSESSMENT PLAN

A. Introduction

The PID Act requires the City Council to apportion the cost of the Public Improvements based on the special benefits conferred to each Parcel or Lot from the Public Improvements. The PID Act provides that the Actual Costs may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the City Council may establish the methods of assessing the special benefits for various classes of improvements.

The determination by the City Council of the assessment methodology set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Landowners and all future owners and developers of any Assessed Property.

B. Special Assessment Methodology

The City Council has determined that the costs of the Public Improvements shall be allocated to the Assessed Property by spreading the entire Special Assessment across all Assessed Property based on the ratio of the estimated build out value of each Lot to the total build out value for all Parcels. Table IV-A summarizes the allocation of the Initial Special Assessments and Additional Special Assessments.
# TABLE IV-A
Allocation of Initial Special Assessments and Additional Special Assessments

<table>
<thead>
<tr>
<th>Lot Type</th>
<th>Lot Size</th>
<th>Land Use</th>
<th>Estimated Buildout</th>
<th>% of Total Buildout</th>
<th>Gross AV</th>
<th>% of Total Gross AV</th>
<th>Initial Special Assessment</th>
<th>Additional Special Assessment</th>
<th>Total Special Assessment</th>
<th>Initial Special Assessment</th>
<th>Additional Special Assessment</th>
<th>Total Special Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PLATTED LOTS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase A</td>
<td>1 34</td>
<td>Single Family</td>
<td>192,131</td>
<td>30</td>
<td>5,763,930</td>
<td>1.20%</td>
<td>134,450</td>
<td>131,442</td>
<td>265,892</td>
<td>4,482</td>
<td>4,381</td>
<td>8,863</td>
</tr>
<tr>
<td>Phase A</td>
<td>2 40</td>
<td>Single Family</td>
<td>235,400</td>
<td>26</td>
<td>6,120,400</td>
<td>1.28%</td>
<td>142,765</td>
<td>139,571</td>
<td>282,336</td>
<td>5,491</td>
<td>5,368</td>
<td>10,859</td>
</tr>
<tr>
<td>Phase A</td>
<td>3 50</td>
<td>Single Family</td>
<td>259,657</td>
<td>23</td>
<td>5,972,115</td>
<td>1.25%</td>
<td>139,306</td>
<td>136,190</td>
<td>275,495</td>
<td>6,057</td>
<td>5,921</td>
<td>11,978</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>17,856,445</td>
<td>416,521</td>
<td>823,723</td>
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<tr>
<td><strong>UNPLATTED PARCEL</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase A</td>
<td></td>
<td>Retail</td>
<td>150</td>
<td>233,155</td>
<td>34,973,250</td>
<td>7.30%</td>
<td>815,788</td>
<td>797,538</td>
<td>1,613,327</td>
<td>3.50</td>
<td>3.42</td>
<td>6.92</td>
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<tr>
<td>Phase A</td>
<td></td>
<td>Business Park</td>
<td>200</td>
<td>467,181</td>
<td>92,436,200</td>
<td>19.50%</td>
<td>2,179,499</td>
<td>2,130,741</td>
<td>4,310,240</td>
<td>4.67</td>
<td>4.56</td>
<td>9.23</td>
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<tr>
<td>Phase A</td>
<td></td>
<td>Multi Family</td>
<td>135,000</td>
<td>402</td>
<td>54,270,000</td>
<td>11.33%</td>
<td>1,266,906</td>
<td>1,237,586</td>
<td>2,503,492</td>
<td>6,057</td>
<td>5,921</td>
<td>11,978</td>
</tr>
<tr>
<td>Phase A</td>
<td></td>
<td>Single Family</td>
<td>192,131</td>
<td>27</td>
<td>5,187,537</td>
<td>1.08%</td>
<td>121,005</td>
<td>118,298</td>
<td>239,303</td>
<td>3.14</td>
<td>3.079</td>
<td>6,228</td>
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<tr>
<td>Phase A</td>
<td>34</td>
<td>Single Family</td>
<td>192,131</td>
<td>53</td>
<td>10,182,943</td>
<td>2.28%</td>
<td>254,385</td>
<td>248,694</td>
<td>503,079</td>
<td>6,057</td>
<td>5,921</td>
<td>11,978</td>
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<tr>
<td>Phase A</td>
<td>40</td>
<td>Single Family</td>
<td>259,657</td>
<td>42</td>
<td>10,905,601</td>
<td>2.28%</td>
<td>259,657</td>
<td>257,670</td>
<td>517,327</td>
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<tr>
<td>Phase B</td>
<td>34</td>
<td>Single Family</td>
<td>192,131</td>
<td>143</td>
<td>47,130,975</td>
<td>7.75%</td>
<td>866,120</td>
<td>846,743</td>
<td>1,712,863</td>
<td>6,057</td>
<td>5,921</td>
<td>11,978</td>
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<tr>
<td>Phase C</td>
<td>34</td>
<td>Single Family</td>
<td>192,131</td>
<td>69</td>
<td>13,257,039</td>
<td>2.77%</td>
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<td>302,317</td>
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<td>4,482</td>
<td>4,381</td>
<td>8,863</td>
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<tr>
<td>Phase C</td>
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<td>14</td>
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<td>75,154</td>
<td>152,027</td>
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<td>5,368</td>
<td>10,859</td>
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<tr>
<td>Phase C</td>
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<td>Single Family</td>
<td>259,657</td>
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<td>7,768,200</td>
<td>1.62%</td>
<td>181,202</td>
<td>177,148</td>
<td>358,349</td>
<td>5,491</td>
<td>5,368</td>
<td>10,859</td>
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<tr>
<td>Phase D</td>
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<td>60</td>
<td>18,299,200</td>
<td>3.86%</td>
<td>426,559</td>
<td>419,824</td>
<td>846,383</td>
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<td>72</td>
<td>16,089,744</td>
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<td>48</td>
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<td>2.03%</td>
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<td>467,614</td>
<td>5,491</td>
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<tr>
<td>Phase E</td>
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<td>128</td>
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<td>2.28%</td>
<td>237,528</td>
<td>232,214</td>
<td>469,742</td>
<td>5,491</td>
<td>5,368</td>
<td>10,859</td>
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<tr>
<td>Phase F</td>
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<td>Single Family</td>
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<td>15,325,017</td>
<td>3.36%</td>
<td>105,926</td>
<td>102,412</td>
<td>208,338</td>
<td>6,057</td>
<td>5,921</td>
<td>11,978</td>
</tr>
<tr>
<td>Phase F</td>
<td>50</td>
<td>Multi Family</td>
<td>135,000</td>
<td>375</td>
<td>50,625,000</td>
<td>10.57%</td>
<td>1,180,882</td>
<td>1,154,464</td>
<td>2,335,347</td>
<td>3,149</td>
<td>3,079</td>
<td>6,228</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>461,221,270</td>
<td>10,758,479</td>
<td>21,276,277</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total**

<table>
<thead>
<tr>
<th>Lot Type</th>
<th>Lot Size</th>
<th>Land Use</th>
<th>Estimated Buildout</th>
<th>% of Total Buildout</th>
<th>Gross AV</th>
<th>% of Total Gross AV</th>
<th>Initial Special Assessment</th>
<th>Additional Special Assessment</th>
<th>Total Special Assessment</th>
<th>Initial Special Assessment</th>
<th>Additional Special Assessment</th>
<th>Total Special Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>479,077,715</td>
<td>10,175,000</td>
<td>22,100,000</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Estimates based on information available as of the date the Annual Service Plan Update was adopted by the City Council. The unit counts and estimated buildout values for the unplatted parcel will be updated in future Annual Service Plan Updates, but the changes will not result in any changes to the platted lots or the overall assessment level on the Unplatted Parcel.
The Special Assessments and Annual Installments for each Parcel or Lot is shown on the Assessment Roll, attached as Appendix A, and no Special Assessment shall be changed except as authorized by this 2018 SAP or the PID Act.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Landowner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:

1. The estimated costs of the Public Improvements equal $22,386,420, as shown on Table III-A; and
2. The Assessed Property receives special benefit from the Public Improvements equal to or greater than the Actual Cost of the Public Improvements; and
3. The special benefit (≥ $22,386,420) received by the Assessed Property from the Public Improvements is greater than the combined amount of the Initial Special Assessments and Additional Special Assessments ($22,100,000) levied for the Public Improvements.
4. The Landowners acknowledge that the Public Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Special Assessments to pay for the Actual Costs associated therewith. The Landowners have ratified, confirmed, accepted, agreed to and approved: (i) the determinations and findings by the City Council as to the special benefits described herein and the Assessment Ordinance; (ii) the 2018 SAP and the Assessment Ordinance, and (iii) the levying of Special Assessments on the Assessed Property.

D. Administrative Expenses

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel or Lot based on the amount of outstanding assessment remaining on the Parcel or Lot. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll shown on Appendix A, which is subject to revision through Annual Service Plan Updates.

E. Additional Interest

The interest rate on Special Assessments levied on the Assessed Property may exceed the interest rate on the Major Improvement PID Bonds by the Additional Interest. The Additional Interest shall be collected as part of each Annual Installment. The Additional Interest shall be deposited and used as described in the Indenture for any Major Improvement PID Bonds. Prior to the issuance of Major Improvement PID Bonds, no Additional Interest will be collected.
Section V

SERVICE PLAN

The PID Act requires a service plan to (i) cover a period of at least five years, and (ii) define the annual projected costs and indebtedness for the Public Improvements undertaken within the PID during the five year period. It is anticipated that it will take approximately 18 months for the Public Improvements to be constructed.

The estimated cost for the Public Improvements is $22,386,420 as shown in Table V-A. The service plan shall be reviewed and updated at least annually for purposes of determining the annual budget for Administrative Expenses, updating the costs of the Public Improvements, and updating Assessment Roll shown on Appendix A.

Table V-A summarizes the sources and uses of funds required to construct the Public Improvements. The sources and uses of funds shown in Table V-A shall be updated each year in the Annual Service Plan Update.

<table>
<thead>
<tr>
<th>TABLE V-A</th>
<th>Sources and Uses of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SOURCES</strong></td>
<td></td>
</tr>
<tr>
<td>Initial Special Assessment (a)</td>
<td>$11,175,000</td>
</tr>
<tr>
<td>Additional Special Assessment (a)</td>
<td>10,925,000</td>
</tr>
<tr>
<td>Developer Contribution (b)</td>
<td>286,420</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$22,386,420</strong></td>
</tr>
<tr>
<td><strong>USES</strong></td>
<td></td>
</tr>
<tr>
<td>Public Improvements</td>
<td><strong>$22,386,420</strong></td>
</tr>
<tr>
<td>Debt Service Reserve Fund (c)</td>
<td>-</td>
</tr>
<tr>
<td>Capitalized Interest (c)</td>
<td>-</td>
</tr>
<tr>
<td>Underwriter Discount (c)</td>
<td>-</td>
</tr>
<tr>
<td>Cost of Issuance (c)</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$22,386,420</strong></td>
</tr>
</tbody>
</table>

(a) Subject to Acquisition and Reimbursement Agreement
(b) Not subject to Acquisition and Reimbursement Agreement
(c) To be determined at time Major Improvement PID Bonds are issued.

The projected Annual Installments for the first five years after the approval of this 2018 SAP are presented in Table V-B. The projected Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update.
<table>
<thead>
<tr>
<th>Installment Due January 31</th>
<th>Initial Special Assessment</th>
<th>Additional Special Assessment</th>
<th>Additional Interest</th>
<th>Administrative Expenses</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Principal</td>
<td>Interest</td>
<td>Principal</td>
<td>Interest</td>
<td>-</td>
</tr>
<tr>
<td>2018</td>
<td>100,000</td>
<td>670,500</td>
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<tr>
<td>2019</td>
<td>150,000</td>
<td>664,500</td>
<td>150,000</td>
<td>600,875</td>
<td>-</td>
</tr>
<tr>
<td>2020</td>
<td>160,000</td>
<td>655,500</td>
<td>160,000</td>
<td>592,625</td>
<td>-</td>
</tr>
<tr>
<td>2021</td>
<td>170,000</td>
<td>645,900</td>
<td>170,000</td>
<td>583,825</td>
<td>-</td>
</tr>
<tr>
<td>2022</td>
<td>180,000</td>
<td>635,700</td>
<td>175,000</td>
<td>574,475</td>
<td>-</td>
</tr>
<tr>
<td>2023</td>
<td>190,000</td>
<td>624,900</td>
<td>185,000</td>
<td>564,850</td>
<td>-</td>
</tr>
</tbody>
</table>
Section VI

TERMS OF THE SPECIAL ASSESSMENTS

A. Amount of Special Assessments and Annual Installments for Parcels

The Special Assessments and Annual Installments for the Assessed Property are shown on the Assessment Roll in Appendix A. The Special Assessment and Annual Installments shall not be changed except as authorized under the terms of this 2018 SAP and the PID Act.

B. Reallocation of Special Assessments

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of a subdivision plat), the Administrator shall reallocate the Special Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

\[ A = B \times \left( \frac{C}{D} \right) \]

Where the terms have the following meanings:

- \( A \) = the Special Assessment for the newly divided Assessed Property
- \( B \) = the Special Assessment for the Assessed Property prior to division
- \( C \) = the estimated buildout value of the newly divided Assessed Property
- \( D \) = the sum of the estimated buildout value for all of the newly divided Assessed Properties

The calculation of the buildout value of an Assessed Property shall be performed by the Administrator based on information from the Landowners, homebuilders, market studies, appraisals, official public records of the County, and any other relevant information regarding the Assessed Property. The calculation as confirmed by the City Council shall be conclusive.

The sum of the Special Assessments for all newly divided Assessed Properties shall equal the Special Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of a Special Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Special Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded Subdivision Plat, the Administrator shall reallocate the Special Assessment for the Assessed Property prior to the subdivision among the newly subdivided Lots based on buildout value according to the following formula:
\[ A = \frac{B \times (C \div D)}{E} \]
Where the terms have the following meanings:
- \( A \) = the Special Assessment for the newly subdivided Lot
- \( B \) = the Special Assessment for the Parcel prior to subdivision
- \( C \) = the sum of the estimated average buildout value of all newly subdivided Lots with same Lot Type
- \( D \) = the sum of the estimated average buildout value for all of the newly subdivided Lots excluding Non-Benefitted Property
- \( E \) = the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Landowner shall provide the City an estimated buildout value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with homebuilders, and any other factors that may impact value. The calculation of the estimated average buildout value for a Lot shall be performed by the Administrator and confirmed by the City Council based on information provided by the Landowner, homebuilders, third party consultants, and/or the official public records of the County regarding the Lot.

The sum of the Special Assessments for all newly subdivided Lots shall not exceed the Special Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of a Special Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Special Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

3. **Upon Consolidation**

Upon the consolidation of two or more Assessed Properties, the Special Assessment for the consolidated Assessed Property shall be the sum of the Special Assessments for the Assessed Properties prior to consolidation. The reallocation of a Special Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Special Assessment prior to the reallocation. Any reallocation pursuant to this section shall be calculated by the Administrator and reflected in an Annual Service Plan Update approved by the City Council. The consolidation of any Assessed Property as described herein shall be considered an administrative action and will not require any notice or public hearing (as defined in the PID Act) by the City Council.

C. **Mandatory Prepayment of Assessments**

If Assessed Property or a portion thereof is transferred to a party that is exempt from the payment of the Special Assessment under applicable law, or if an owner causes a Parcel or portion thereof to become Non-Benefitted Property, the owner of such Parcel or portion
thereof shall pay to the City the full amount of the Special Assessment, plus all Prepayment Costs, for such Parcel, Lot or portion thereof prior to any such transfer or act.

D. **Mandatory Reduction of Special Assessments**

The Landowner is required to prepay $2,600,000 in Special Assessments levied against the business park and retail parcels by the earlier of i) the issuance of Additional Major Improvement PID Bonds, and ii) August 31, 2022. If the $2,600,000 prepayment described above has not been received on or before August 31, 2022, then the Special Assessment levied against all property in the PID shall be reduced by $2,600,000, allocated to each Parcel pro rata based on the amount of outstanding Special Assessment levied against each Parcel.

E. **Reduction of Special Assessments**

If after all Public Improvements to be funded with Major Improvement PID Bonds have been completed and the Actual Costs for the Public Improvements are less than the costs used to calculate the Special Assessments, then the City may reduce the Special Assessment for each Assessed Property pro rata such that the sum of the resulting reduced Special Assessments for all Assessed Properties equals the reduced Actual Costs. Additionally, the City may, at its discretion use such excess bond proceeds to fund additional Public Improvements in the PID. The Special Assessments shall not be reduced to an amount less than the outstanding principal amount of the Major Improvement PID Bonds.

Similarly, if the City does not undertake some of the Public Improvements, then the City may, at its discretion, reduce the Special Assessment for each Assessed Property pro-rata to reflect only the Actual Costs that were expended. The Special Assessments shall not be reduced to an amount less than the outstanding principal amount of the Major Improvement PID Bonds.

F. **Payment of Special Assessments**

1. **Payment in Full**

The Special Assessment for any Parcel or Lot may be paid in full at any time in accordance the PID Act. The Payment shall include all Prepayment Costs, if any. If prepayment in full will result in redemption of Major Improvement PID Bonds, the payment amount shall be reduced by the applicable portion of the proceeds from a debt service reserve fund applied to the redemption pursuant to the Indenture, net of any other costs applicable to the redemption of Major Improvement PID Bonds.

If an Annual Installment has been billed prior to payment in full of a Special Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount upon payment.

Upon payment in full of a Special Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the related Indenture; whereupon, the Special Assessment for the Parcel or Lot shall be reduced to zero, and the Parcel or
Lot owner's obligation to pay the Special Assessment and Annual Installments thereof shall automatically terminate. The City shall provide the owner of the affected Assessed Property a recordable “Notice of PID Assessment Termination.”

At the option of a Parcel or Lot owner, the Special Assessment on any Parcel or Lot may be paid in part in an amount equal to the amount of prepaid Special Assessments plus Prepayment Costs, if any, with respect thereto. Upon the payment of such amount for a Parcel or Lot, the Special Assessment for the Parcel or Lot shall be reduced by the amount of such partial payment, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel or Lot shall be reduced to the extent the partial payment is made.

2. Payment of Annual Installments

The PID Act provides that a Special Assessment for a Parcel or Lot may be paid in full at any time. If not paid in full, the PID Act authorizes the City to collect interest and collection costs on the outstanding Special Assessment. A Special Assessment for a Parcel or Lot that is not paid in full will be collected in Annual Installments each year in the amounts shown in the Assessment Roll, which includes interest on the outstanding Special Assessment and Administrative Expenses.

The Annual Installments for the Initial Special Assessments have been calculated utilizing an interest rate of 6.0%, and the Annual Installments for the Additional Special Assessments have been calculated utilizing an interest rate of 5.5%.

The City reserves and shall have the right and option to refund Major Improvement PID Bonds in accordance with Section 372.027 of the PID Act, and such refunding bonds shall constitute “Major Improvement PID Bonds” for purposes of this 2018 SAP.

Any sale of Assessed Property for nonpayment of the delinquent Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such Assessed Property and such Assessed Property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such Assessed Property as they become due and payable.

Each Annual Installment, including the interest on the unpaid amount of a Special Assessment, shall be assessed annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments will be due when billed, and will be delinquent if not paid prior to February 1, 2019.
Section VII
THE ASSESSMENT ROLL

The Assessment Roll is attached as Appendix A. The Administrator shall prepare, and submit to the City Council for review and approval, proposed revisions to the Assessment Roll as well as the Annual Installments as part of each Annual Service Plan Update.
Section VIII
ADDITIONAL PROVISIONS

A. Calculation Errors
If the owner of a Parcel claims that an error has been made in any calculation required by this 2018 SAP, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner’s sole and exclusive remedy shall be to submit a written notice of error to the City within 30 days of the mailing of a bill for the Annual Installment resulting from the this 2018 SAP or any Annual Service Plan Update; otherwise, the owner shall be deemed to have unconditionally approved the calculation. Upon receipt of a written notice of error from an owner, the City shall refer the notice to the Administrator who shall provide a written response to the City and the owner within 30 days of such referral. The City Council shall consider the owner’s notice of error and the Administrator’s response, and within 30 days the City Council shall make a final determination as to whether or not an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the Act, this 2018 SAP, the Assessment Ordinance, or the Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments
Amendments to this 2018 SAP must be made by the City Council in accordance with the Act. To the extent permitted by the Act, this 2018 SAP may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2018 SAP.

C. Administration and Interpretation
The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2018 SAP; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2018 SAP. Interpretations of this 2018 SAP by the Administrator shall be in writing and shall be appealable to the City Council by owners or developers adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public hearing at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

D. Severability
If any provision of this 2018 SAP is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.
Appendices

The following appendices are attached to and made a part of the SAP for all purposes:

Appendix A  Assessment Roll
Appendix B  Estimated Annual Installments
Appendix B-1  Estimated Annual Installments (Lot Type 1)
Appendix B-2  Estimated Annual Installments (Lot Type 2)
Appendix B-3  Estimated Annual Installments (Lot Type 3)
Appendix B-4  Estimated Annual Installments (Unplatted Parcel)
Appendix C  Land Use Map (Conceptual)
Appendix D  Map of Public Improvements
Appendix E  Legal Description of PID
Appendix F  Legal Description of Unplatted Parcel
Appendix G  Unplatted Parcel Boundary Map
Appendix H  Trace Subdivision Section A, PA 1A Phase A-1 Final Plat
Appendix I  Trace Subdivision Section A, PA 2A Phase A Final Plat
Appendix J  Trace Subdivision PID Phase 1A Esplanade Parkway Final Plat
Appendix A
Assessment Roll

Outstanding Special Assessment
Property ID
R155692
R155701
R155704
R155705
R155706
R155707
R155708
R155709
R155693
R155710
R155711
R155712
R155713
R155714
R155715
R155716
R155717
R155694
R155695
R155696
R155697
R155698
R155699
R155700
R155719
R155720
R155721
R155722
R155723
R155724
R155728
R155737
R155738
R155739
R155740
R155741
R155742

Legal Description
TRACE SUB SEC A, PA 1A PH A-1, BLOCK G, Lot 1, ACRES 0.107
TRACE SUB SEC A, PA 1A PH A-1, BLOCK G, Lot 10, ACRES 0.096
TRACE SUB SEC A, PA 1A PH A-1, BLOCK G, Lot 14, ACRES 0.104
TRACE SUB SEC A, PA 1A PH A-1, BLOCK G, Lot 15, ACRES 0.086
TRACE SUB SEC A, PA 1A PH A-1, BLOCK G, Lot 16, ACRES 0.086
TRACE SUB SEC A, PA 1A PH A-1, BLOCK G, Lot 17, ACRES 0.086
TRACE SUB SEC A, PA 1A PH A-1, BLOCK G, Lot 18, ACRES 0.082
TRACE SUB SEC A, PA 1A PH A-1, BLOCK G, Lot 19, ACRES 0.094
TRACE SUB SEC A, PA 1A PH A-1, BLOCK G, Lot 2, ACRES 0.092
TRACE SUB SEC A, PA 1A PH A-1, BLOCK G, Lot 20, ACRES 0.103
TRACE SUB SEC A, PA 1A PH A-1, BLOCK G, Lot 21, ACRES 0.129
TRACE SUB SEC A, PA 1A PH A-1, BLOCK G, Lot 22, ACRES 0.113
TRACE SUB SEC A, PA 1A PH A-1, BLOCK G, Lot 23, ACRES 0.104
TRACE SUB SEC A, PA 1A PH A-1, BLOCK G, Lot 24, ACRES 0.099
TRACE SUB SEC A, PA 1A PH A-1, BLOCK G, Lot 25, ACRES 0.094
TRACE SUB SEC A, PA 1A PH A-1, BLOCK G, Lot 26, ACRES 0.104
TRACE SUB SEC A, PA 1A PH A-1, BLOCK G, Lot 27, ACRES 0.157
TRACE SUB SEC A, PA 1A PH A-1, BLOCK G, Lot 3, ACRES 0.091
TRACE SUB SEC A, PA 1A PH A-1, BLOCK G, Lot 4, ACRES 0.097
TRACE SUB SEC A, PA 1A PH A-1, BLOCK G, Lot 5, ACRES 0.096
TRACE SUB SEC A, PA 1A PH A-1, BLOCK G, Lot 6, ACRES 0.096
TRACE SUB SEC A, PA 1A PH A-1, BLOCK G, Lot 7, ACRES 0.09
TRACE SUB SEC A, PA 1A PH A-1, BLOCK G, Lot 8, ACRES 0.089
TRACE SUB SEC A, PA 1A PH A-1, BLOCK G, Lot 9, ACRES 0.094
TRACE SUB SEC A, PA 1A PH A-1, BLOCK N, Lot 1, ACRES 0.098
TRACE SUB SEC A, PA 1A PH A-1, BLOCK N, Lot 2, ACRES 0.085
TRACE SUB SEC A, PA 1A PH A-1, BLOCK N, Lot 3, ACRES 0.085
TRACE SUB SEC A, PA 1A PH A-1, BLOCK N, Lot 4, ACRES 0.08
TRACE SUB SEC A, PA 1A PH A-1, BLOCK N, Lot 5, ACRES 0.08
TRACE SUB SEC A, PA 1A PH A-1, BLOCK N, Lot 6, ACRES 0.08
TRACE SUB SEC A, PA 2A PH A, BLOCK A, Lot 1, ACRES 0.2
TRACE SUB SEC A, PA 2A PH A, BLOCK A, Lot 10, ACRES 0.166
TRACE SUB SEC A, PA 2A PH A, BLOCK A, Lot 11, ACRES 0.179
TRACE SUB SEC A, PA 2A PH A, BLOCK A, Lot 12, ACRES 0.181
TRACE SUB SEC A, PA 2A PH A, BLOCK A, Lot 13, ACRES 0.169
TRACE SUB SEC A, PA 2A PH A, BLOCK A, Lot 14, ACRES 0.168
TRACE SUB SEC A, PA 2A PH A, BLOCK A, Lot 15, ACRES 0.16

Address
1036 ESPLANADE
1072 ESPLANADE
169 BOSQUE
165 BOSQUE
161 BOSQUE
157 BOSQUE
153 BOSQUE
149 BOSQUE
1040 ESPLANADE
145 BOSQUE
448 SPINY LIZARD
452 SPINY LIZARD
456 SPINY LIZARD
460 SPINY LIZARD
464 SPINY LIZARD
468 SPINY LIZARD
472 SPINY LIZARD
1044 ESPLANADE
1048 ESPLANADE
1052 ESPLANADE
1056 ESPLANADE
1060 ESPLANADE
1064 ESPLANADE
1068 ESPLANADE
164 BOSQUE
168 BOSQUE
172 BOSQUE
176 BOSQUE
180 BOSQUE
184 BOSQUE
248 HORSEMINT
208 HORSEMINT
204 HORSEMINT
152 SAGE MEADOWS
148 SAGE MEADOWS
144 SAGE MEADOWS
140 SAGE MEADOWS

24

Lot Type
1
1
1
1
1
1
1
1
1
1
1
1
1
1
1
1
1
1
1
1
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1
1
1
1
1
1
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1
1
3
3
3
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Initial Special
Assessment
4,481.66
4,481.66
4,481.66
4,481.66
4,481.66
4,481.66
4,481.66
4,481.66
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4,481.66
6,056.78
6,056.78
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6,056.78
6,056.78
6,056.78
6,056.78

Additional Special
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$
4,381.40
$
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4,381.40
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$
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$
4,381.40
$
5,921.28
$
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$11,175,000.00 $10,925,000.00 $22,100,000.00 $1,585,375.00
## Appendix B
### Estimated Annual Installments

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## Appendix B-1
Estimated Annual Installments (Lot Type 1)

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Initial Special Assessment: $4,481.66
Additional Special Assessment: $4,381.40

27
# Appendix B-2

## Estimated Annual Installments (Lot Type 2)

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**Estimated Annual Installments (Lot Type 3)**

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## Appendix B-4

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Appendix C
Land Use Map (Conceptual)
Appendix D
Map of Public Improvements
FIELD NOTES

BEING A 417.630 ACRE TRACT OUT OF THE WILLIAM H. VAN HORN SURVEY, ABSTRACT NO. 464, HAYS COUNTY, TEXAS, AND BEING A PORTION OF THOSE CERTAIN 100.22 ACRE, 67.53 ACRE, 248.77 ACRE, AND 5.01 ACRE TRACTS CONVEYED TO JOQ-SAN MARCOS VENTURES L.P. BY DEED OF RECORD IN VOLUME 1820, PAGE 715, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 417.630 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1-inch iron pipe found in the east right-of-way line of Interstate Highway 35 (300' R.O.W.), being the called northeast corner of that certain 85.00 acre tract conveyed to San Marcos 197 Acre Associates, LLC, by Deed of record in Volume 4015, Page 562, of said Official Public Records, also being the northwest corner of said 248.77 acre tract, for the northwesterly corner hereof;

THENCE, N43°34'33"E, along said east right-of-way line of Interstate Highway 35, being the north line of said 248.77 acre tract, a distance of 2222.49 feet to a 1/2-inch iron rod found near the base of a fence post at the called northeast corner of said 248.77 acre tract, being the northwest corner of that certain 14.86 acre tract conveyed to Kimberley Gunnarson, by Deed of record in Volume 3281, Page 47, of said Official Public Records, for the northeasterly corner hereof;

THENCE, S45°57'08"E, leaving said east right-of-way line, along the west line of said 14.86 acre tract, being an east line of said 248.77 acre tract, generally with the remnants of an old barbed-wire fence (a new barbed-wire fence meanders parallel and several feet to the west), a distance of 976.48 feet to a calculated point at the called southwest corner of said 14.86 acre tract, being an angle point of said 248.77 acre tract, for an angle point hereof, from which an 8-inch cedar fence post found bears S45°57'08"E, a distance of 0.87 feet;

THENCE, N44°02'46"E, along the south line of said 14.86 acre tract, generally with a barbed-wire fence, at 14.92 feet passing a 1/2-inch iron rod found at the base of an 8-inch cedar fence post, being approximately at an angle point in the east line of said 248.77 acre tract and the approximate northwest corner of said 67.53 acre tract, and continuing along the north line of said 67.53 acre tract for a total distance of 673.37 feet to a 1/2-inch iron rod found at the base of a leaning 10-inch cedar fence post at the called southeast corner of said 14.86 acre tract, being the northeast corner of said 67.53 acre tract, also being in the
west line of Lot 2, Final Plat of San Marcos Toyota Subdivision, of record in Book 9, Pages 155-156, of the Plat Records of Hays County, Texas, for an angle point hereof;

\[ \text{THENCE, S46°27'25"E, in part along the west line of said Lot 2 and in part along the remainder of that certain 56.288 acre tract conveyed to JMC Realty, LP, by Deed of record in Volume 1662, Page 628, of said Official Public Records, being the east line of said 67.53 acre tract, generally with a barbed-wire fence as called in said Volume 1662, Page 628 and Volume 1820, Page 715, a distance of 181.47 feet to a 3-inch cedar fence post found, for an angle point hereof; } \]

\[ \text{THENCE, continuing along the west line of said 56.288 acre tract, being the east line of said 67.53 acre tract, generally with a barbed-wire fence as called in said Volume 1662, Page 628 and said Volume 1820, Page 715, the following four (4) courses and distances: } \]

1) S46°59'15"E, a distance of 232.69 feet to an 8-inch cedar fence post found, for an angle point hereof;

2) S49°30'26"E, deviating from a re-established fence line over a creek, a distance of 126.95 feet to a 6-inch Cedar fence post found, for an angle point hereof;

3) S47°20'32"E, rejoining and continuing generally with a barbed-wire fence line, a distance of 387.84 feet to a 1/2-inch iron rod found in the base of a hackberry tree, as called in said Volume 1662, Page 628, for an angle point hereof;

4) S47°39'57"E, a distance of 528.76 feet to a 1/2-inch iron rod found at the called southwest corner of said 56.288 acre tract, being at the base of a 10-inch Cedar fence post at a called angle point in the east line of said 67.53 acre tract, for an angle point hereof;

\[ \text{THENCE, N44°31'00"E, along the south line of said 56.288 acre tract, being an east line of said 67.53 acre tract, generally with a barbed-wire fence, a distance of 646.04 feet to a 1/2-inch iron rod found at an angle point in the east line of said 67.53 acre tract, being the northwest corner of that certain 1.000 acre tract conveyed to Wilford L. Wootan, Jr., et ux, by Deed of record in Volume 536, Page 849, of the Real Property Records of Hays County, Texas, for an angle point hereof; } \]

\[ \text{THENCE, S46°59'32"E, leaving the south line of said 56.288 acre tract, along the west line of said 1.000 acre tract, being an east line of said 67.53 acre tract, generally with a barbed-wire fence, a distance of 280.51 feet to a 1/2-inch iron rod found at the base of a fence post at the called southwest corner of said 1.000 acre tract, for an angle point hereof; } \]

\[ \text{THENCE, N47°03'15"E, along the south line of said 1.000 acre tract and that certain 1.335 acre tract conveyed to Wilford L. Wootan, Jr., et ux, by Deed of record in Volume 401, Page 769, of said Real Property Records, being an east line of said 67.53 feet, generally with a barbed-wire fence, a distance of 335.24 feet to a 1/2-inch iron rod with "Capital Surveying Company" cap found at the northwest corner of that certain 0.8521 acre tract } \]
conveyed to Hays County, Texas for right-of-way purposes, by Deed of record in Volume 2927, Page 699, of said Official Public Records, being the southwest right-of-way line of Posey Road (R.O.W. varies), for an angle point hereof;

THENCE, leaving the south line of said 1.335 acre tract, over and across said 67.53 acre tract and said 100.22 acre tract, along said southwest right-of-way line of Posey Road, being the west line of said 0.8521 acre tract, and those certain 0.5415 acre and 2.4004 acre tracts conveyed to Hays County, Texas for right-of-way purposes, by said Deed of record in Volume 2927, Page 699, the following eight (8) courses and distances:

1) S41°53′43″E, a distance of 78.28 feet to a disturbed 1/2-inch iron rod found at the point of curvature of a curve to the left;

2) Along said curve, having a radius of 6075.00 feet, a central angle of 04°47′50″, an arc length of 508.66 feet, and a chord which bears S44°20′45″E, a distance of 508.51 feet to a 1/2-inch iron rod with "Capital Surveying Company" cap found at the point of tangency of said curve;

3) S46°43′43″E, at 327.46 feet passing a 1/2-inch iron rod found on the south line of said 67.53 acre tract, being the north line of said 100.22 acre tract, and continuing for a total distance of 865.99 feet to a calculated point at the point of curvature of a curve to the right;

4) Along said curve, having a radius of 15031.48 feet, a central angle of 00°34′12″, an arc length of 149.56 feet, and a chord which bears S46°08′19″E, a distance of 149.56 feet to a 1/2-inch iron rod with "Capital Surveying Company" cap found at the point of tangency of said curve;

5) S46°08′26″E, a distance of 1770.49 feet to a calculated point at the point of curvature of a curve to the left;

6) Along said curve, having a radius of 14862.04 feet, a central angle of 00°34′49″, an arc length of 150.53 feet, and a chord which bears S46°25′49″E, a distance of 150.53 feet to a 1/2-inch iron rod with "Capital Surveying Company" cap found at the point of tangency of said curve;

7) S46°41′07″E, a distance of 195.22 feet to a 1/2-inch iron rod with "Capital Surveying Company" stamp found near the base of a 2-inch steel fence post, for an angle point hereof;

8) S01°32′03″E, a distance of 28.03 feet to a calculated point at the southwest corner of said 2.4004 acre tract, being in the south line of said 100.22 acre tract, also being the intersection of said southwest right-of-way line of Posey Road and the northeast right-of-way line of County Road 266/Old Bastrop Highway/El Camino Real (R.O.W. varies), for the southeasterly corner hereof;
THENCE, along the used and occupied northeast right-of-way line of County Road 266, being the called south line of said 100.22 acre tract, generally with a barbed-wire fence, the following two (2) courses and distances:

1) S43°45'05"W, a distance of 70.45 feet to an 8-inch cedar fence post found, for an angle point hereof;

2) S44°04'56"W, a distance of 207.09 feet to a calculated point at the point of curvature of a curve to the right, being near the base of a 2-inch steel fence post, also being the east corner of that certain 0.0123 acre tract conveyed to Hays County, Texas for right-of-way purposes, by Deed of record in Volume 4600, Page 118, of said Official Public Records;

THENCE, continuing along said northeast right-of-way line, over and across said 100.22 acre tract, along said curve to the right, having a radius of 950.00 feet, a central angle of 08°05'19", an arc length of 134.11 feet, and a chord which bears S62°20'44"W, a distance of 134.00 feet to a calculated point near the base of a 2-inch steel fence post at the west corner of said 0.123 acre tract, being on the called south line of said 100.22 acre tract, for an angle point hereof;

THENCE, continuing along the used and occupied northeast right-of-way line of County Road 266, being the called south line of said 100.22 acre tract, generally with a barbed-wire fence, the following four (4) courses and distances:

1) S68°39'21"W, a distance of 769.76 feet to an 8-inch cedar fence post found, for an angle point hereof;

2) S69°15'47"W, a distance of 221.52 feet to a 60D nail found in an 8-inch cedar fence post, for an angle point hereof;

3) S70°25'00"W, a distance of 127.68 feet to an 8-inch cedar fence post found, for an angle point hereof;

4) S69°14'26"W, a distance of 228.32 feet to a calculated point at the called southwest corner of said 100.22 acre tract, being the southeast corner of that certain 5.0000 acre tract conveyed to Pleasant F. Rexroat and wife, Elwanda J. Rexroat, by Deed of record in Volume 1898, Page 98, of said Official Public Records, for an angle point hereof;

THENCE, N45°06'19"W, leaving said northeast right-of-way line of County Road 266, along the called west line of said 100.22 acre tract, generally with the remnants of an old barbed-wire fence (new wire fence meanders approximately parallel and several feet southwest of old fence), a distance of 85.52 feet to a 6-inch cedar fence post found leaning, for an angle point;
THENCE, N46°36'04"W, continuing generally with the remnants of an old-barbed wire fence as called in said Volume 1820, Page 715, a distance of 642.34 feet to a 1/2-inch iron pipe found near the base of a fence post, being the called northeast corner of said Rexroat 5.0000 acre tract, also being an angle point in the occupied east line of said 248.77 acre tract, for an angle point hereof;

THENCE, S70°39'07"W, leaving the occupied west line of said 100.22 acre tract, along the called and occupied north line of said Rexroat 5.0000 acre tract, being the occupied east line of said 248.77 acre tract, generally with a barbed-wire fence, a distance of 329.36 feet to a 1/2-inch iron pipe found near the base of a fence post at the called northwest corner of said Rexroat 5.0000 acre tract, being the occupied northeast corner of said 5.01 acre tract, for an angle point hereof;

THENCE, S46°20'51"E, leaving the east line of said 248.77 acre tract, along the called and occupied west line of said Rexroat 5.0000 acre tract, being the occupied east line of said 5.01 acre tract, generally with a barbed-wire fence, a distance of 747.43 feet to a 1/2-inch iron pipe found near the base of a fence post at the called southwest corner of said Rexroat 5.0000 acre tract, being the southeast corner of said 5.01 acre tract, also being in said used and occupied northeast right-of-way line of County Road 266, for an angle point hereof;

THENCE, S72°25'29"W, along the used and occupied northeast right-of-way of County Road 266, being the called south line of said 5.01 acre tract, generally with a barbed-wire fence, a distance of 335.30 feet to a calculated point in a fence line, being the called southwest corner of said 5.01 acre tract, being the occupied southwest corner of said 248.77 acre tract, from which a 1/2-inch iron pipe found bears N46°20'31"W, a distance of 2.00 feet, for an angle point hereof;

THENCE, continuing along the used and occupied northeast right-of-way line of County Road 266, being the called south line of said 248.77 acre tract, generally with a barbed-wire fence, the following nine (9) courses and distances:

1) S71°40'15"W, a distance of 115.86 feet to a calculated point in a fence line, for an angle point hereof;

2) S76°06'10"W, a distance of 46.03 feet to an 8-inch cedar fence post found, for an angle point hereof;

3) S86°28'05"W, a distance of 428.20 feet to an 8-inch cedar fence post found, for an angle point hereof;

4) N89°34'56"W, a distance of 321.83 feet to a T-post found, for an angle point hereof;

5) N89°02'24"W, a distance of 554.59 feet to a calculated point in a fence line, for an angle point hereof;
6) S89°48'27"W, a distance of 68.91 feet to an 8-inch creosoted fence post found, for an angle point hereof;

7) N81°53'25"W, a distance of 50.53 feet to an 8-inch creosoted fence post found, for an angle point hereof;

8) N88°55'45"W, at approximately 713 feet leaving said barbed-wire fence line, and continuing for a distance of 802.47 feet to a 1/2-inch iron rod with "Macias" cap found, for an angle point hereof;

9) N70°06'57"W, a distance of 39.04 feet to an 8-inch creosoted fence post found, for the southwesterly corner hereof;

THENCE, N46°27'14"W, continuing along the used and occupied northeast right-of-way line of County Road 266, being the called west line of said 248.77 acre tract, generally with a barbed-wire fence, a distance of 79.93 feet to a 1/2-inch iron pipe found at the called southeast corner of said 85.00 acre tract, for an angle point hereof;

THENCE, leaving said northeast right-of-way line of County Road 266, along the occupied east line of said 85.00 acre tract, being the called and occupied west line of said 248.77 acre tract, generally with a barbed wire fence, the following eight (8) courses and distances:

1) N41°35'30"W, a distance of 51.65 feet to a 1/2-inch iron pipe found, for an angle point hereof;

2) N45°22'24"W, a distance of 1221.06 feet to a 6-inch cedar fence post found, for an angle point hereof;

3) N45°15'48"W, a distance of 427.82 feet to a 6-inch cedar fence post found, for an angle point hereof;

4) N45°19'43"W, a distance of 673.22 feet to a 10-inch cedar fence post found, for an angle point hereof;

5) N46°33'40"W, a distance of 275.02 feet to a calculated point in a fence line, for an angle point hereof;

6) N47°51'30"W, a distance of 124.53 feet to a 6-inch cedar fence post found, for an angle point hereof;

7) N46°26'02"W, a distance of 218.87 feet to a T-post found, for an angle point hereof;

8) N46°25'10"W, at 158.03 feet passing a 1/2-inch iron pipe found, and continuing for a total distance of 769.08 feet to the POINT OF BEGINNING, and containing 417.630 acres (18,191,980 square feet) of land, more or less.
BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83(2011), SOUTH CENTRAL
ZONE, REFERENCING THE LEICA SMARTNET REFERENCE NETWORK.

I HEREBY CERTIFY THAT THIS DESCRIPTION AND ANY ACCOMPANYING SKETCHES
ARE THE RESULT OF AN ACTUAL ON-THE-GROUND SURVEY PERFORMED UNDER MY
DIRECT SUPERVISION DURING THE MONTH OF FEBRUARY, 2014, AND ARE TRUE AND
CORRECT TO THE BEST OF MY ABILITIES.

Witness my hand and seal March 4, 2014

Abram C. Dashner, R.P.L.S. 5901
PROJECT NO. 253-001
Appendix F
Legal Description of Unplatted Parcel

Being approximately 417.630 acres of land as more particularly described in Appendix E,

SAVE AND EXCEPT the approximately 6.512 acre tract of land described comprising the Trace Subdivision Section A, PA 1A Phase A-1 Final Plat, as described in Appendix H attached to this 2018 SAP,

SAVE AND EXCEPT the approximately 11.181 acre tract of land described comprising the Trace Subdivision Section A, PA 2A Phase A Final Plat, as described in Appendix I attached to this 2018 SAP,

SAVE AND EXCEPT the approximately 5.459 acre tract of land described comprising the Trace Subdivision PID Phase 1A Esplanade Parkway Final Plat, as described in Appendix J attached to this 2018 SAP,

containing approximately 394.478 acres of land, more or less.
Appendix G
Unplatted Parcel Boundary Map
Appendix H
Trace Subdivision Section A, PA 1A Phase A-1 Final Plat
Appendix I
Trace Subdivision Section A, PA 2A Phase A Final Plat
Appendix J
Trace Subdivision PID Phase 1A Esplanade Parkway Final Plat
<table>
<thead>
<tr>
<th>Lot Size</th>
<th>Land Use</th>
<th>Estimated Buildout Values</th>
<th>Gross AV</th>
<th>% of Total Buildout Value</th>
<th>Equivalent Tax Rate</th>
<th>Average Annual Installment</th>
<th>Assessment</th>
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<tbody>
<tr>
<td>Phase A</td>
<td>Single Family</td>
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NOTES:
1. The $26,265,000 Assessment is assumed to have a 5.5% interest rate and no additional interest.
2. The $19,500,000 Assessment is assumed to have a 5.5% interest rate and 0.5% additional interest.
3. The Equivalent Tax Rate on the residential parcels will increase slightly after prepayment due to the additional interest and because the administration expense becomes a higher percentage of debt service.
BUYDOWN OF $22.1 MILLION ASSESSMENT TO $19.5 MILLION

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<th>Option 2</th>
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<td>Assessments Levied at $22.1 Million, Prepayments on Business Park and Retail Uses Reduce Assessment to $19.5 Million</td>
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### Exhibit A

**Assessment Amount (5.5% Interest Rate)**

$22,100,000

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**Average Installment** $1,574,672

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<th>Principal</th>
<th>Interest Rate</th>
<th>Annual</th>
<th>Principal + Interest</th>
<th>City Admin Expenses ($)</th>
<th>Additional Interest + Reserve</th>
<th>P &amp; I Reserve Fund</th>
<th>Capitalized Interest</th>
<th>Reserve Fund Release</th>
<th>Annual PID Installment</th>
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<td>2029</td>
<td>520,000</td>
<td>5.50%</td>
<td>$999,350</td>
<td>$1,519,350</td>
<td>$48,760</td>
<td>$1,562,110</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2030</td>
<td>550,000</td>
<td>5.50%</td>
<td>$970,750</td>
<td>$1,520,750</td>
<td>$49,735</td>
<td>$1,570,485</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2031</td>
<td>580,000</td>
<td>5.50%</td>
<td>$940,500</td>
<td>$1,520,500</td>
<td>$50,730</td>
<td>$1,571,230</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2032</td>
<td>610,000</td>
<td>5.50%</td>
<td>$908,600</td>
<td>$1,518,600</td>
<td>$51,744</td>
<td>$1,570,344</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2033</td>
<td>645,000</td>
<td>5.50%</td>
<td>$875,050</td>
<td>$1,520,050</td>
<td>$52,779</td>
<td>$1,572,829</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2034</td>
<td>680,000</td>
<td>5.50%</td>
<td>$839,575</td>
<td>$1,519,575</td>
<td>$53,835</td>
<td>$1,573,410</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2035</td>
<td>720,000</td>
<td>5.50%</td>
<td>$802,175</td>
<td>$1,522,175</td>
<td>$54,911</td>
<td>$1,577,086</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2036</td>
<td>760,000</td>
<td>5.50%</td>
<td>$762,575</td>
<td>$1,522,575</td>
<td>$56,010</td>
<td>$1,578,585</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2037</td>
<td>800,000</td>
<td>5.50%</td>
<td>$720,775</td>
<td>$1,520,775</td>
<td>$57,130</td>
<td>$1,577,905</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2038</td>
<td>845,000</td>
<td>5.50%</td>
<td>$676,775</td>
<td>$1,521,775</td>
<td>$58,272</td>
<td>$1,580,047</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2039</td>
<td>890,000</td>
<td>5.50%</td>
<td>$630,300</td>
<td>$1,520,300</td>
<td>$59,438</td>
<td>$1,579,738</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2040</td>
<td>940,000</td>
<td>5.50%</td>
<td>$581,350</td>
<td>$1,521,350</td>
<td>$60,627</td>
<td>$1,581,977</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2041</td>
<td>990,000</td>
<td>5.50%</td>
<td>$529,650</td>
<td>$1,519,650</td>
<td>$61,839</td>
<td>$1,581,489</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2042</td>
<td>1,045,000</td>
<td>5.50%</td>
<td>$475,200</td>
<td>$1,520,200</td>
<td>$63,076</td>
<td>$1,583,276</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2043</td>
<td>1,105,000</td>
<td>5.50%</td>
<td>$417,725</td>
<td>$1,522,725</td>
<td>$64,337</td>
<td>$1,587,062</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2044</td>
<td>1,165,000</td>
<td>5.50%</td>
<td>$356,950</td>
<td>$1,521,950</td>
<td>$65,624</td>
<td>$1,587,574</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>2045</td>
<td>1,225,000</td>
<td>5.50%</td>
<td>$292,875</td>
<td>$1,517,875</td>
<td>$66,937</td>
<td>$1,584,812</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2046</td>
<td>1,295,000</td>
<td>5.50%</td>
<td>$225,500</td>
<td>$1,520,500</td>
<td>$68,275</td>
<td>$1,588,775</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2047</td>
<td>1,365,000</td>
<td>5.50%</td>
<td>$154,275</td>
<td>$1,519,275</td>
<td>$69,641</td>
<td>$1,588,916</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2048</td>
<td>1,440,000</td>
<td>5.50%</td>
<td>$79,200</td>
<td>$1,519,200</td>
<td>$71,034</td>
<td>$1,590,234</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

**Totals** $22,100,000 5.50% $23,517,450 $45,617,450 $1,022,723 $47,240,173 - $ - $47,240,173

(a) Preliminary Estimate. Assumes City administrative expenses escalate at 2% per year.
Exhibit B

Sources:
Bond Par Amount (5.5% Interest Rate)
Uses:
Reserve Fund (Maximum Annual Debt Service)
Capitalized Interest (6 months)
Underwriter Discount (3%)
Cost of Issuance (6.5%)
Infrastructure Bond Net Construction Proceeds

$

19,500,000

$

1,344,100
536,250
585,000
1,267,500
15,767,150
Average Installment

Issuance Date:

March 1

Year
Ending

Principal
Maturing
Sept. 1st

January 31
2019

2020
2021
2022
2023
2024
2025
2026
2027
2028
2029
2030
2031
2032
2033
2034
2035
2036
2037
2038
2039
2040
2041
2042
2043
2044
2045
2046
2047
2048
Totals

$

270,000
285,000
300,000
315,000
335,000
350,000
370,000
390,000
415,000
435,000
460,000
485,000
510,000
540,000
570,000
600,000
635,000
670,000
705,000
745,000
785,000
830,000
875,000
920,000
975,000
1,025,000
1,085,000
1,145,000
1,205,000
1,270,000
19,500,000

$

1,431,585

2018
Annual
Interest
Due

Interest
Rate
5.50%
5.50%
5.50%
5.50%
5.50%
5.50%
5.50%
5.50%
5.50%
5.50%
5.50%
5.50%
5.50%
5.50%
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5.50%
5.50%

$

5.50%

$

1,072,500 $
1,057,650
1,041,975
1,025,475
1,008,150
989,725
970,475
950,125
928,675
905,850
881,925
856,625
829,950
801,900
772,200
740,850
707,850
672,925
636,075
597,300
556,325
513,150
467,500
419,375
368,775
315,150
258,775
199,100
136,125
69,850
20,752,325 $

Principal
+
Interest
1,342,500 $
1,342,650
1,341,975
1,340,475
1,343,150
1,339,725
1,340,475
1,340,125
1,343,675
1,340,850
1,341,925
1,341,625
1,339,950
1,341,900
1,342,200
1,340,850
1,342,850
1,342,925
1,341,075
1,342,300
1,341,325
1,343,150
1,342,500
1,339,375
1,343,775
1,340,150
1,343,775
1,344,100
1,341,125
1,339,850
40,252,325 $

City Admin
Expenses (a)

Additional Interest
Reserve (b)

40,000 $
40,800
41,616
42,448
43,297
44,163
45,046
45,947
46,866
47,804
48,760
49,735
50,730
51,744
52,779
53,835
54,911
56,010
57,130
58,272
59,438
60,627
61,839
63,076
64,337
65,624
66,937
68,275
69,641
71,034
1,622,723 $

97,500 $
96,150
94,725
93,225
91,650
89,975
88,225
86,375
84,425
82,350
80,175
77,875
9,850
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‐
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‐
1,072,500 $

P&I
+ Admin
+ Reserves
1,480,000 $
1,479,600
1,478,316
1,476,148
1,478,097
1,473,863
1,473,746
1,472,447
1,474,966
1,471,004
1,470,860
1,469,235
1,400,530
1,393,644
1,394,979
1,394,685
1,397,761
1,398,935
1,398,205
1,400,572
1,400,763
1,403,777
1,404,339
1,402,451
1,408,112
1,405,774
1,410,712
1,412,375
1,410,766
1,410,884
42,947,548

Capitalized
Interest (c)
536,250 $
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536,250 $

Reserve Fund
Release
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$
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‐
‐
‐
1,344,100
1,344,100 $

Annual
PID
Installment (d)
943,750
1,479,600
1,478,316
1,476,148
1,478,097
1,473,863
1,473,746
1,472,447
1,474,966
1,471,004
1,470,860
1,469,235
1,400,530
1,393,644
1,394,979
1,394,685
1,397,761
1,398,935
1,398,205
1,400,572
1,400,763
1,403,777
1,404,339
1,402,451
1,408,112
1,405,774
1,410,712
1,412,375
1,410,766
66,784
41,067,198

(a) Preliminary Estimate. Assumes City administrative expenses escalate at 2% per year.
(b) Assumes the interest rate used to calculate the assessments is 0.50% higher than the actual interest rate on the bonds to fund interest related to prepayment of assessments. The prepayment and delinquency reserve is capped at 5.50% of the
principal amount of the outstanding PID Bonds. Unused funds will be applied to the final year's debt service and/or credited back to landowners.
(c) Assumes 6 months capitalized interest.
(d) Net of capitalized interest and reserve fund releases.


AGENDA CAPTION:
Consider approval of Ordinance 2018-23, on first and final reading, ordering a General And Special Election to be held on November 6, 2018 for the purpose of electing a Mayor, City Council Member, Place 5, City Council Member, Place 6, and ordering a Special Election to fill a vacancy for the two year remainder of the unexpired term of office of City Council Member, Place 4 to be conducted concurrently with the General Election; establishing early voting locations and polling places for this election; making provisions for conducting the election; declaring an emergency creating the need to adopt this ordinance with only one reading ; and providing an effective date.

Meeting date:  August 7, 2018

Department:  City Clerk

Amount & Source of Funding
Funds Required:  TBD
Account Number:  100.10001101.52425
Funds Available:  $30,000
Account Name:  Election Fund

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

Background Information:
According to the Texas Election Code Section 3.005 (c)(2), the Statutory last day to call the General and Special Election of the City of San Marcos is August 20, 2018. Due to the time sensitive nature of this Ordinance, it is being approved on Emergency and will have only one reading. The Early Voting and Election Day polling place information is attached for review.

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

Alternatives:
Click or tap here to enter text.

Recommendation:
Click or tap here to enter text.
ORDINANCE NO. 2018-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, ORDERING A GENERAL AND SPECIAL ELECTION TO BE HELD ON NOVEMBER 6, 2018 FOR THE PURPOSE OF ELECTING A MAYOR, CITY COUNCIL MEMBER, PLACE FIVE, CITY COUNCIL MEMBER, PLACE SIX, AND ORDERING A SPECIAL ELECTION TO FILL A VACANCY FOR THE TWO YEAR REMAINDER OF THE UNEXPIRED TERM OF OFFICE OF CITY COUNCIL MEMBER, PLACE FOUR TO BE CONDUCTED CONCURRENTLY WITH THE GENERAL ELECTION; ESTABLISHING EARLY VOTING LOCATIONS AND POLLING PLACES FOR THIS ELECTION; MAKING PROVISIONS FOR CONDUCTING THE ELECTION; DECLARING AN EMERGENCY creating the need to adopt this ordinance with only one reading; and providing an effective date

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

SECTION 1. A general and special election is ordered to be held by the City of San Marcos (the “City”) at the various polling places and election precincts within the corporate limits of the City, as hereinafter designated, on November 6, 2018 from the hours of 7:00 a.m. to 7:00 p.m. This general and special city election will be conducted jointly with Hays County and will be administered for the City by the Hays County Elections Administrator. At the general election the qualified voters of the City will elect a Mayor for a term of two years and City Council Member for Place 5 and a City Council Member for Place 6 with each Council Member position having a term of three years. At the special election, the qualified voters of the City will elect a candidate to fill a vacancy in the office of Council Member Place 4 for the two year remainder of the unexpired term of that office. The official canvass of the election shall be held November 14, 2018, following Election Day. In the event it becomes necessary to conduct a runoff election it will be necessary to call the runoff election on the same day the final canvass of the main election is completed, November 14, 2018. The runoff election shall be held not earlier than the 20th nor later than the 45th day after the date the final canvass of the regular and special election is completed. Canvass of the returns of the runoff election, if necessary, shall be held no earlier than the 8th day nor later than the 11th day following the date of the Runoff Election.

SECTION 2. The polling places for each precinct for this election shall be as follows:

<table>
<thead>
<tr>
<th>PCT.</th>
<th>POLLING PLACE</th>
<th>ADDRESS</th>
<th>CITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>110</td>
<td>New Life Christian Center</td>
<td>4000 Hwy 123</td>
<td>San Marcos</td>
</tr>
<tr>
<td>111/112</td>
<td>Dunbar Center</td>
<td>801 MLK Dr.</td>
<td>San Marcos</td>
</tr>
<tr>
<td>113</td>
<td>Hays County Health Dept.</td>
<td>401 A Broadway St.</td>
<td>San Marcos</td>
</tr>
<tr>
<td>120</td>
<td>San Marcos Housing, CM Allen Homes</td>
<td>820 Sturgeon St.</td>
<td>San Marcos</td>
</tr>
<tr>
<td>Location</td>
<td>Date</td>
<td>Time</td>
<td></td>
</tr>
<tr>
<td>------------------------------</td>
<td>--------------------------</td>
<td>--------------------</td>
<td></td>
</tr>
<tr>
<td>Hays County Precinct 2 Office</td>
<td>October 22 – 27, 2018</td>
<td>8:00 a.m. – 5:00 p.m.</td>
<td></td>
</tr>
<tr>
<td>5458 FM 2770 @ Crystal Meadow Dr. Kyle, TX</td>
<td>October 29 – November 2, 2018</td>
<td>7:00 a.m. – 7:00 p.m.</td>
<td></td>
</tr>
<tr>
<td>Wimberley Community Center</td>
<td>October 22 – 27, 2018</td>
<td>8:00 a.m. – 5:00 p.m.</td>
<td></td>
</tr>
<tr>
<td>14068 Ranch Rd. 12 Wimberley, TX</td>
<td>October 29 – November 2, 2018</td>
<td>7:00 a.m. – 7:00 p.m.</td>
<td></td>
</tr>
</tbody>
</table>
SECTION 8. Early voting by mail ballot shall be conducted in accordance with applicable provisions of the Texas Election Code. The address of 712 S. Stagecoach Trail, San Marcos, Texas 78666, shall be the early voting clerk's mailing address to which ballot applications and ballots voted by mail may be sent for the City.

SECTION 9. All early votes and other votes to be processed in accordance with early voting procedures pursuant to the Texas Election Code shall be delivered to the Early Voting Ballot Board at the Hays County Election Administrator’s office which is located in the City, in accordance with the Election Code. Early votes shall be counted at the central counting station. The Early Voting Ballot Board shall perform in accordance with applicable provisions of the Election Code.

SECTION 10. A Direct Record Electronic (“DRE”) System, as the term is defined in the Texas Election Code, shall be utilized in connection with the election. This system shall be utilized for all early voting as well as for all precinct voting conducted on Election Day. The Hays County Election Administrator will appoint a programmer, who shall prepare a program for the automatic tabulating equipment. Ample voting equipment shall be provided for early voting and in each of the various precincts on Election Day. The central counting station is established as the Hays County Elections Administrator’s office, 712 S. Stagecoach Trail, San Marcos, Texas.

SECTION 11. The Hays County Elections Administrator will appoint the Early Voting Ballot Board, a Presiding Judge of the Central Counting Station, a Tabulation Supervisor of the Central Counting Station, and a Central Counting Station Manager.

SECTION 12. The election will be held in accordance with the provisions of the Charter and Ordinances of the City of San Marcos and the laws of the State of Texas. The deadline for filing by candidates for the position of Mayor, Council Member, Place 5, Council Member, Place 6 and the vacancy in the two year unexpired term of Council Member, Place 4 is 5:00 p.m. on August 20, 2018.
SECTION 13. An executed copy of this Ordinance will serve as proper notice of the election.

SECTION 14. Notice of the election, including a Spanish translation thereof, will be published at least once in a newspaper published in San Marcos on or after October 7, 2018 and on or before October 27, 2018, and will be posted on the bulletin board at City Hall on or before October 9, 2018.

SECTION 15. A writ of election as required by the Texas Election Code will be delivered on or before October 22, 2018 by the Hays County Election Administrator to the presiding and alternate judges of each election precinct in which the election is ordered to be held.

SECTION 16. Testing of the automatic tabulating equipment will be performed and notice thereof will be given in accordance with Subchapter D of Chapter 127 of the Texas Election Code.

SECTION 17. The rate of compensation to be paid judges, clerks, and assistants to the Central Counting Station Presiding Judge and Tabulation Supervisor for services rendered during the election will be compensated at the rate of no more than $12.00 per hour.

SECTION 18. The additional compensation to be paid judges who deliver returns of the election is established at $35.00.

SECTION 19. If any portion of this Ordinance is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect.

SECTION 20. The importance of this Ordinance creates an emergency and an imperative public necessity, and the provisions of the Charter requiring that ordinances be presented at two separate meetings be waived and, this Ordinance will take effect immediately upon adoption.

CONSIDERED, APPROVED, AND ADOPTED on August 7, 2018

John Thomaides
Mayor

Attest:  
Approved:

Jamie Lee Case  
Michael J. Cosentino
City Clerk  
City Attorney
**HAYS COUNTY EARLY VOTING**

*(Votación Adelantada del Condado de Hays)*

**Nov 6, 2018**

*(6 de noviembre de 2018)*

---

**Location, Dates & Hours of Main Early Voting Polling Location**

*(Lugar, Fechas y Horas de los Centros Principales de Votación para la Votación Anticipada)*

**GOVERNMENT CENTER**

**CONFERENCE ROOM**

712 S. Stagecoach Trail

San Marcos, TX 78666

- **Monday, October 22 through Friday, November 2, 2018**
  - (Lunes, 22 de Octubre hasta el Viernes, 2 de Noviembre de 2018)
  - 8:00 a.m. to 5:00 p.m. *(de 8:00 de la manana a las 5:00 de tarde)*

- **Saturday, October 27, 2018**
  - (Sábado, 27 de Octubre de 2018)
  - 8:00 a.m. to 5:00 p.m. *(de 8:00 de la manana a las 5:00 de tarde)*

- **Sunday, October 28, 2018**
  - (Domingo, 28 de Octubre de 2018)
  - 1:00 p.m. to 6:00 p.m. *(de 1:00 de la manana a las 6 de tarde)*

- **Monday, October 29 through Friday, November 2, 2018**
  - (Lunes, 29 de Octubre hasta el Viernes, 2 de Noviembre de 2018)
  - 7:00 a.m. to 7:00 p.m. *(de 7:00 de la manana a las 7:00 de tarde)*

---

**Location, Dates & Hours of Temporary Branch Early Voting Polling Locations**

*(Lugar, Fechas y Horas de las Sucursales de los Centros temporal de Votación para la Votación Anticipada)*

**October 2018**

**Locales Temporales de Votación Anticipada**

**Monday – 22**

- **Government Center**
  - Conference Room
  - 712 S. Stagecoach Trail
  - San Marcos, TX *(8 am – 5 pm)*

- **Hays County Precinct 2 Office**
  - 5458 FM 2770 @ Crystal Meadow Dr.
  - Kyle, TX *(8 am – 5 pm)*

- **Wimberley Community Center**
  - 14068 Ranch Rd. 12
  - Wimberley, TX *(8 am – 5 pm)*

- **Hays County Precinct 4 Office**
  - 195 Roger Hanks Pkwy
  - Dripping Springs, TX *(8 am – 5 pm)*

- **Buda City Hall**
  - 121 N Main St.
  - Buda, TX *(8 am – 5 pm)*

- **Texas State University TEMP SITE**
  - LBJ Student Center
  - 700 Student Center Dr.
  - San Marcos, TX *(11am – 7pm)*

- **Live Oak/Health Dept TEMP SITE**
  - 401 Broadway St.
  - San Marcos, TX *(11am-7pm)*

- **Eikon Church TEMP SITE**
  - 400 Old Post Road
  - Kyle, TX *(11 am-7 pm)*

**Tuesday – 23**

- **Government Center**
  - Conference Room
  - 712 S. Stagecoach Trail
  - San Marcos, TX *(8 am – 5 pm)*

- **Hays County Precinct 2 Office**
  - 5458 FM 2770 @ Crystal Meadow Dr.
  - Kyle, TX *(8 am – 5 pm)*

- **Wimberley Community Center**
  - 14068 Ranch Rd. 12
  - Wimberley, TX *(8 am – 5 pm)*

- **Hays County Precinct 4 Office**
  - 195 Roger Hanks Pkwy
  - Dripping Springs, TX *(8 am – 5 pm)*

- **Buda City Hall**
  - 121 N Main St.
  - Buda, TX *(8 am – 5 pm)*

- **Texas State University TEMP SITE**
  - LBJ Student Center
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  - San Marcos, TX *(11am-7pm)*

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  - Kyle, TX *(11 am-7 pm)*

**Wednesday – 24**

- **Government Center**
  - Conference Room
  - 712 S. Stagecoach Trail
  - San Marcos, TX *(8 am – 5 pm)*

- **Hays County Precinct 2 Office**
  - 5458 FM 2770 @ Crystal Meadow Dr.
  - Kyle, TX *(8 am – 5 pm)*

- **Wimberley Community Center**
  - 14068 Ranch Rd. 12
  - Wimberley, TX *(8 am – 5 pm)*

- **Hays County Precinct 4 Office**
  - 195 Roger Hanks Pkwy
  - Dripping Springs, TX *(8 am – 5 pm)*

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  - Buda, TX *(8 am – 5 pm)*

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  - 400 Old Post Road
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<table>
<thead>
<tr>
<th>Day</th>
<th>Location</th>
<th>Address</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thursday – 25</td>
<td>Government Center Conference Room</td>
<td>712 S. Stagecoach Trail</td>
<td>8 am – 5 pm</td>
</tr>
<tr>
<td></td>
<td>Hays County Precinct 2 Office</td>
<td>5458 FM 2770 @ Crystal Meadow Dr.</td>
<td>8 am – 5 pm</td>
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<tr>
<td></td>
<td>Wimberley Community Center</td>
<td>14068 Ranch Rd. 12</td>
<td>8 am – 5 pm</td>
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<td></td>
<td>Hays County Precinct 4 Office</td>
<td>195 Roger Hanks Pkwy</td>
<td>8 am – 5 pm</td>
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<td></td>
<td>Buda City Hall</td>
<td>121 N Main St.</td>
<td>8 am – 5 pm</td>
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<tr>
<td>Friday – 26</td>
<td>Government Center Conference Room</td>
<td>712 S. Stagecoach Trail</td>
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<td>Hays County Precinct 2 Office</td>
<td>5458 FM 2770 @ Crystal Meadow Dr.</td>
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<td>Wimberley Community Center</td>
<td>14068 Ranch Rd. 12</td>
<td>8 am – 5 pm</td>
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<td>195 Roger Hanks Pkwy</td>
<td>8 am – 5 pm</td>
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<td></td>
<td>Buda City Hall</td>
<td>121 N Main St.</td>
<td>8 am – 5 pm</td>
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<tr>
<td>Saturday – 27</td>
<td>Government Center Conference Room</td>
<td>712 S. Stagecoach Trail</td>
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<td>Hays County Precinct 2 Office</td>
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<td>Buda City Hall</td>
<td>121 N Main St.</td>
<td>8 am – 5 pm</td>
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<td>Sunday – 28</td>
<td>Government Center Conference Room</td>
<td>712 S. Stagecoach Trail</td>
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<td>Hays County Precinct 2 Office</td>
<td>5458 FM 2770 @ Crystal Meadow Dr.</td>
<td>7 am – 7 pm</td>
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<td>Wimberley Community Center</td>
<td>14068 Ranch Rd. 12</td>
<td>7 am – 7 pm</td>
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<td>7 am – 7 pm</td>
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<td></td>
<td>Buda City Hall</td>
<td>121 N Main St.</td>
<td>7 am – 7 pm</td>
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<tr>
<td>Monday – 29</td>
<td>Government Center Conference Room</td>
<td>712 S. Stagecoach Trail</td>
<td>7 am – 7 pm</td>
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<td>Hays County Precinct 2 Office</td>
<td>5458 FM 2770 @ Crystal Meadow Dr.</td>
<td>7 am – 7 pm</td>
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<td></td>
<td>Wimberley Community Center</td>
<td>14068 Ranch Rd. 12</td>
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<td>Buda City Hall</td>
<td>121 N Main St.</td>
<td>7 am – 7 pm</td>
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<tr>
<td>Tuesday – 30</td>
<td>Government Center Conference Room</td>
<td>712 S. Stagecoach Trail</td>
<td>7 am – 7 pm</td>
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<td>Hays County Precinct 2 Office</td>
<td>5458 FM 2770 @ Crystal Meadow Dr.</td>
<td>7 am – 7 pm</td>
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<td>Wimberley Community Center</td>
<td>14068 Ranch Rd. 12</td>
<td>7 am – 7 pm</td>
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<td></td>
<td>Hays County Precinct 4 Office</td>
<td>195 Roger Hanks Pkwy</td>
<td>7 am – 7 pm</td>
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<td></td>
<td>Buda City Hall</td>
<td>121 N Main St.</td>
<td>7 am – 7 pm</td>
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### October/ November 2018
Octubre/ Noviembre 2018

<table>
<thead>
<tr>
<th>Wednesday – 31</th>
<th>Thursday – 1</th>
<th>Friday – 2</th>
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</table>
| **Government Center**  
Conference Room  
712 S. Stagecoach Trail  
San Marcos, TX   (7 am – 7 pm) | **Government Center**  
Conference Room  
712 S. Stagecoach Trail  
San Marcos, TX   (7 am – 7 pm) | **Government Center**  
Conference Room  
712 S. Stagecoach Trail  
San Marcos, TX   (7 am – 7 pm) |
| **Hays County Precinct 2 Office**  
5458 FM 2770 @ Crystal Meadow Dr.  
Kyle, TX   (7 am – 7 pm) | **Hays County Precinct 2 Office**  
5458 FM 2770 @ Crystal Meadow Dr.  
Kyle, TX   (7 am – 7 pm) | **Hays County Precinct 2 Office**  
5458 FM 2770 @ Crystal Meadow Dr.  
Kyle, TX   (7 am – 7 pm) |
| **Wimberley Community Center**  
14068 Ranch Rd. 12  
Wimberley, TX   (7 am – 7 pm) | **Wimberley Community Center**  
14068 Ranch Rd. 12  
Wimberley, TX   (7 am – 7 pm) | **Wimberley Community Center**  
14068 Ranch Rd. 12  
Wimberley, TX   (7 am – 7 pm) |
| **Hays County Precinct 4 Office**  
195 Roger Hanks Pkwy  
Dripping Springs, TX   (7 am – 7 pm) | **Hays County Precinct 4 Office**  
195 Roger Hanks Pkwy  
Dripping Springs, TX   (7 am – 7 pm) | **Hays County Precinct 4 Office**  
195 Roger Hanks Pkwy  
Dripping Springs, TX   (7 am – 7 pm) |
| **Buda City Hall**  
121 N Main St.  
Buda, TX  (7 am – 7 pm) | **Buda City Hall**  
121 N Main St.  
Buda, TX  (7 am – 7 pm) | **Buda City Hall**  
121 N Main St.  
Buda, TX  (7 am – 7 pm) |

**Applications for Ballot by Mail shall be mailed to:** *(Las solicitudes para boletas que se votaran adelantada por correo deberan enviarse a:)*

Jennifer Anderson, Early Voting Clerk  
( secretario De Votación Adelantada, Jennifer Anderson)  
712 S. Stagecoach Trail, Suite 1045  
San Marcos, TX  78666

**Applications for Ballot by Mail must be received no later than the close of business on October 26, 2018.** *(Las solicitudes para boletas que se votaran adelantada por correo deberan recibirse para el fin de las horas de negocio el 26 de Octubre, 2018.)*

Any voter who is entitled to vote an early ballot by personal appearance may do so at the Main Early Voting Site or any Temporary Branch site. *(Todo votante habilitado para votar por anticipado en persona puedo hacerlo en el Lugar principal de Votación Anticipada o en cualquiera de las Sucursales temporales.)*

*Emergency and Limited ballots available at this location only.* *(Boletas limitadas y de emergencia solamente están disponibles en esta caseta.)*

Jennifer Anderson, Early Voting Clerk  
( secretario De Votación Adelantada, Jennifer Anderson)  
712 S. Stagecoach Trail, Suite 1045  
San Marcos, TX  78666
<table>
<thead>
<tr>
<th>PCT.</th>
<th>POLLING PLACE</th>
<th>ADDRESS</th>
<th>CITY</th>
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<tr>
<td>110</td>
<td>New Life Christian Center</td>
<td>4000 Hwy 123</td>
<td>San Marcos</td>
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<tr>
<td>111/112</td>
<td>Dunbar Center</td>
<td>801 MLK Dr.</td>
<td>San Marcos</td>
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<td>113</td>
<td>Hays County Health Dept.</td>
<td>401 A Broadway St.</td>
<td>San Marcos</td>
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<td>120</td>
<td>San Marcos Housing, CM Allen Hms</td>
<td>820 Sturgeon St.</td>
<td>San Marcos</td>
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<td>125</td>
<td>Chapa Middle School</td>
<td>3311 Dacy Ln.</td>
<td>Kyle</td>
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<td>127</td>
<td>Eikon Church</td>
<td>400 Old Post Rd</td>
<td>Kyle</td>
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<tr>
<td>129</td>
<td>City of Kyle Fire Station #2</td>
<td>150 Bunton Rd.</td>
<td>Kyle</td>
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<tr>
<td>221</td>
<td>ACC Hays Campus</td>
<td>1200 Kohler Crossing</td>
<td>Kyle</td>
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<tr>
<td>223</td>
<td>Kyle City Hall</td>
<td>100 W Center St.</td>
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<td>224</td>
<td>Buda City Hall</td>
<td>121 N Main Street</td>
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<td>225</td>
<td>Hays County Precinct 2 Office</td>
<td>5458 FM 2770 @ Crystal Meadow Dr.</td>
<td>Kyle</td>
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<td>226</td>
<td>Hays Hills Baptist Church</td>
<td>1401 N FM 1626</td>
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<td>228</td>
<td>McCormick Middle School</td>
<td>5700 Dacy Ln</td>
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<td>229</td>
<td>County Line Water Supply</td>
<td>131 S. El Camino Real</td>
<td>Uhland</td>
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<td>230/236/238</td>
<td>Southern Hills Church of Christ</td>
<td>3740 Ranch Rd 967</td>
<td>Buda</td>
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<tr>
<td>232</td>
<td>Dahistrom Middle School</td>
<td>3600 FM 967</td>
<td>Buda</td>
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<td>234</td>
<td>Goforth Water Supply</td>
<td>8900 Niederwald Strasse</td>
<td>Niederwald</td>
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<td>301/315</td>
<td>First Baptist Church – San Marcos</td>
<td>325 W McCarty Ln.</td>
<td>San Marcos</td>
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<tr>
<td>316/317</td>
<td>Stone Brook Seniors</td>
<td>300 Stagecoach Trl</td>
<td>San Marcos</td>
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<tr>
<td>318/330/334</td>
<td>Crockett Elementary School</td>
<td>1300 Girard St</td>
<td>San Marcos</td>
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<tr>
<td>322</td>
<td>Travis Elementary School</td>
<td>1437 Post Rd</td>
<td>San Marcos</td>
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<tr>
<td>333</td>
<td>Wimberley Community Center</td>
<td>14068 Ranch Rd 12</td>
<td>Wimberley</td>
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<tr>
<td>335</td>
<td>Cypress Creek Church</td>
<td>211 Stillwater</td>
<td>Wimberley</td>
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<td>336</td>
<td>Brookdale - Horizon Bay at San Marcos</td>
<td>1720 Old Ranch Rd 12</td>
<td>San Marcos</td>
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<tr>
<td>337</td>
<td>VFW Post 6441 Hall</td>
<td>401 Jacobs Well, Veterans Park off Ranch Rd 12</td>
<td>Wimberley</td>
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<tr>
<td>339</td>
<td>Hays Fire Station #12</td>
<td>8301 Ranch Rd 12</td>
<td>San Marcos</td>
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<td>413/414</td>
<td>Allenwood Homes</td>
<td>1201 Thorpe Ln.</td>
<td>San Marcos</td>
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<tr>
<td>415</td>
<td>Fire Station #5</td>
<td>100 Carlson Circle (River Ridge Pkwy)</td>
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<td>Blanco Vista School</td>
<td>2951 Blanco Vista Blvd</td>
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<tr>
<td>419/420/421</td>
<td>Wallace Middle School</td>
<td>1500 W Center St</td>
<td>Kyle</td>
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<tr>
<td>440</td>
<td>Henly Fire Station</td>
<td>7520 Creek Rd</td>
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<td>441</td>
<td>Dripping Springs Church of Christ</td>
<td>470 Old Hwy 290 West</td>
<td>Dripping Springs</td>
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<td>442</td>
<td>Friendship Creekside Fellowship</td>
<td>14455 FM 1826</td>
<td>Austin</td>
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<td>443</td>
<td>Belterra Welcome Center</td>
<td>151 Trinity Hills Dr.</td>
<td>Austin</td>
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<td>444</td>
<td>Sunset Canyon Baptist Church</td>
<td>4000 E Hwy. 290</td>
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<tr>
<td>447</td>
<td>Promiseland Church</td>
<td>1650 Lime Kiln Rd.</td>
<td>San Marcos</td>
</tr>
<tr>
<td>449</td>
<td>DSISD Administration Office</td>
<td>510 W Mercer St.</td>
<td>Dripping Springs</td>
</tr>
</tbody>
</table>
AGENDA CAPTION:
Consider approval of Ordinance 2018-24, on the first of two readings, reducing the speed limit to 30 miles per hour from the present speed limits of 35 and 45 miles per hour along the sections of Hopkins Street and Hunter Road located between Guadalupe Street (Loop 82) and Wonder World Drive (RM 12); authorizing the installation of signs and traffic control devices reflecting such new speed limit; directing that the traffic register maintained under Section 82.067 of the San Marcos City Code be amended to reflect such new speed limit; and, including procedural provisions.

Meeting date: 8/7/2018

Department: Public Services - Transportation

Amount & Source of Funding
Funds Required: $500
Account Number: 10006147.53230
Funds Available: $500
Account Name: Signs-Traffic

Fiscal Note:
Prior Council Action: City of San Marcos assumed control and maintenance from TxDOT for portions of Hopkins Street and Hunter Road in 2017.

City Council Goal: [Please select goal from dropdown menu below]
Goal #2 Beautify & Enhance the Quality of Place
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 - Multimodal transportaion network to improve accessibility and mobility, minimize
congestion and reduce pollution
☐ Not Applicable

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

Vision San Marcos - A River Runs Through Us

**Background Information:**
In 2017, TxDOT removed portions of Hopkins Street and Hunter Road from Guadalupe Street (Lp 82) to Wonder World Drive (RM 12) from the state highway system and transferred control, jurisdiction, and maintenance to the City of San Marcos.

Pursuant to Texas Transportation Code Sec. 545.352, the prima facie speed limit for any street in an urban district is 30 mph. However, the Texas Transportation Commission can alter the speed limit based on the results of an engineering and traffic investigation.

As a state roadway, TxDOT altered the speed limits on Hopkins Street and Hunter Road between Guadalupe Street and Wonder World Drive to 35 mph and 45 mph respectively. However, this stretch of road is characterized by a combination of historical, residential, restaurant, and retail properties which generate significant bike and pedestrian activity.

A speed limit reverting back to the original prima facie speed limit of 30 mph established by state law is reasonable and prudent for the urban area stretch of Hopkins Street and Hunter Road.

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

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

**Recommendation:**
Approve a speed limit change to 30 mph.
ORDINANCE NO. 2018 -

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS REDUCING THE SPEED LIMIT TO 30 MILES PER HOUR FROM THE PRESENT SPEED LIMITS OF 35 AND 45 MILES PER HOUR ALONG THE SECTIONS OF HOPKINS STREET AND HUNTER ROAD LOCATED BETWEEN GUADALUPE STREET (LOOP 82) AND WONDER WORLD DRIVE (RM 12); AUTHORIZING THE INSTALLATION OF SIGNS AND TRAFFIC CONTROL DEVICES REFLECTING SUCH NEW SPEED LIMIT; DIRECTING THAT THE TRAFFIC REGISTER MAINTAINED UNDER SECTION 82.067 OF THE SAN MARCOS CITY CODE BE AMENDED TO REFLECT SUCH NEW SPEED LIMIT; AND, INCLUDING PROCEDURAL PROVISIONS.

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

SECTION 1. Pursuant to Chapter 82 of the San Marcos City Code, and on the basis of finding that a reduced speed limit is reasonable and prudent, the speed limit along the sections of Hopkins Street and Hunter Road located between Guadalupe Street (Loop 82) and Wonder World Drive (RM 12) for travel in either direction, as shown in Exhibit A, is hereby reduced from 35 and 45 miles per hour to 30 miles per hour.

SECTION 2. The City’s traffic engineer is authorized to install such signs and traffic control devices as he deems appropriate reflecting such new speed limit.

SECTION 3. The traffic engineer is directed to amend the traffic register maintained under section 82.067 of the San Marcos City Code to reflect such new speed limit.

SECTION 4. If any word, phrase, clause, sentence, or paragraph of this ordinance is held to be unconstitutional or invalid by a court of competent jurisdiction, the other provisions of this ordinance will continue in force if they can be given effect without the invalid portion.

SECTION 5. All ordinances and resolutions or parts of ordinances or resolutions in conflict with this ordinance are repealed.

SECTION 6. This ordinance shall be effective upon its adoption on second reading.

PASSED AND APPROVED on first reading August 7, 2018.

PASSED, APPROVED AND ADOPTED on second reading August 21, 2018.

John Thomaides
Mayor
This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
AGENDA CAPTION:
Consider approval of Resolution 2018-140R (LIHTC-18-01), supporting the submission of an application for low income housing tax credits to the Texas Department of Housing and Community Affairs for the proposed El Camino Real Multifamily Housing Project located at the intersection of Highway 123 and Clovis Barker Road; approving findings related to such application; imposing conditions for such support; providing authorizations for execution or submission of documents related to the such application; and declaring an effective date.

Meeting date: August 7, 2018

Department: Planning and Development Services

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

Fiscal Note:
Prior Council Action: n/a

City Council Strategic Initiative:
Workforce Housing

Comprehensive Plan Element (s):
☐ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☐ Land Use - Choose an item.
☒ Neighborhoods & Housing - Diversified housing options to serve citizens with varying needs and interests
☐ Parks, Public Spaces & Facilities - Choose an item.
☐ Transportation - Choose an item.
☐ Not Applicable
Background Information:
The San Marcos Affordable Housing Policy (Resolution 2018-118) outlines the Low Income Housing Tax Credit Policy (LIHTC). The City of San Marcos utilizes the following criteria in order to determine whether a resolution will be recommended for consideration by the City Council. Applications must meet at least 5 of the 8 criteria below, including criteria #1, in order to receive a staff recommendation for a Resolution of Support. An analysis of met and unmet criteria for LIHTC-18-01 is outlined as follows:

1. No Exemption from local taxes is provided
   a. Met - The proposed development is not seeking an exemption from local taxes

2. The proposed units address a housing need identified in this housing policy or in the City's current consolidated plan for HUD programs.
   a. Met - The Affordable Housing policy states that there is a need for more diversity in the types/sizes of housing units being produced. While this proposed development does not include development such as mixed use buildings, zero-lot line homes, or other diverse housing types, the project will be required to meet the Multifamily Design Standards which will require that the development meet block and access requirements, including pedestrian connectivity, and include varying building types along roadways and public access roads. Furthermore, the Affordable Housing policy states that transportation costs for such projects should be reduced by locating in Location Efficient Areas (LEAs). The property is partially located within the East Village Medium Intensity Zone on the Preferred Scenario Map which may include future development of goods and services surrounding the property.

3. The project is located within a high or medium intensity zone on the preferred scenario map.
   a. Met - The East Village Medium Intensity Zone is present on the property for approximately 150 feet in depth along Hwy 123 (please reference attached Preferred Scenario Map). The remaining portion of the property is within an “Existing Neighborhood” on the Preferred Scenario Map. There is also a portion of “Open Space” along the east side of the property.

4. The project is not proposed to develop under a legacy district on the City's current zoning map.
   a. Not Met - The subject property is currently zoned Multifamily-18 (MF-18). This zoning district is considered a “Legacy District” under the San Marcos Development Code. The applicant has indicated that they propose to develop under this existing Legacy District.

5. The project is located within half a mile (.5) walking distance from services such as grocery, medical facilities, and schools.
   a. Met - The subject property is located approximately 0.3 miles from Dollar General located at 2196 S Old Bastrop Hwy which may be considered a grocery service. However, the subject property does not include any pedestrian infrastructure or cross-walks which connect
6. The project is located within one quarter mile (.25) walking distance of a proposed or existing bus stop on a current or planned transit route.
   a. Not Met - the subject property is not located along an existing CARTS route. The nearest CARTS Stop is approximately 1.4 miles from the subject property located along Sadler Drive.

7. The project is renovating or redeveloping an existing multifamily complex or under-performing development.
   a. Not Met - the project will be a new development.

8. The project is mixed income and provides at least 20% market rate units.
   a. Met - the project will provide 350 total units. 280 (80%) of the units will be affordable units and 70 (20%) will be market rate units.

Council Committee, Board/Commission Action:

n/a

Alternatives:

n/a

Recommendation:

Based on the criteria outlined in the City of San Marcos Affordable Housing Policy, staff recommends approval of the Resolution of Support for the proposed El Camino Real application to the Texas Department of Housing and Community Affairs for Low Income Housing Tax Credits.
RESOLUTION NO. 2018- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS SUPPORTING THE SUBMISSION OF AN APPLICATION FOR LOW INCOME HOUSING TAX CREDITS TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE PROPOSED EL CAMINO REAL MULTIFAMILY HOUSING PROJECT LOCATED AT THE INTERSECTION OF HIGHWAY 123 AND CLOVIS BARKER ROAD; APPROVING FINDINGS RELATED TO SUCH APPLICATION; IMPOSING CONDITIONS FOR SUCH SUPPORT; PROVIDING AUTHORIZATIONS FOR EXECUTION OR SUBMISSION OF DOCUMENTS RELATED TO THE SUCH APPLICATION; AND DECLARING AN EFFECTIVE DATE.

RECITALS:

1. El Camino Real Associates, LLC (the “Applicant”) has proposed a multifamily development presently known as the “El Camino Real” for affordable rental housing at the intersection of Highway 123 and Clovis Barker Road in the City of San Marcos which will include approximately 350 mixed-income units (the “Project”).

2. The Applicant has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs (“TDHCA”) for Low Income Housing Tax Credits for the Project.

3. As provided for in §11.3(c) of the Qualified Allocation Plan, the City of San Marcos has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds.

4. In accordance with the requirements of Texas Government Code §2306.67071 and Texas Administrative Code §10.204(4):
   a. notice has been provided to the City of San Marcos, Texas;
   b. the City of San Marcos, Texas has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the Project; and
   c. the City of San Marcos, Texas has held a hearing at which public comment may be made on the Project.

5. The Applicant has demonstrated that the Project complies with the City of San Marcos Affordable Housing Policy pertaining to consideration of Low Income Housing Tax Credit projects by meeting at least five of the eight necessary criteria as follows:
   a. No exemptions from local taxes shall be given;
   b. The Project will address a housing need by providing affordable multifamily housing meeting the City’s Multifamily Design Standards which require vehicular and
pedestrian connectivity. Additionally, sidewalks will be required along all public streets and pedestrian connections will be made within the Project boundaries;

c. A portion of the Project is located within the East Village Medium Intensity Zone along Highway 123 on the Preferred Scenario Map;

d. The Project is located approximately 0.3 miles from a Dollar General store which sells food and goods, however, pedestrian access to this service are not present; and

e. The Project is mixed income and provides at least 20 percent market rate units.

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

PART 1. The San Marcos City Council finds the Recitals to be true and correct and adopts them as the findings of the City Council and incorporates them as part of this resolution.

PART 2. After due consideration of the findings of the City Council as stated in the Recitals, the information provided by the Applicant and any public comment, the City of San Marcos, Texas supports the proposed application for the Project to the TDHCA, and confirms that the City Council has voted specifically to support the submittal of applications for the Project and to authorize an allocation of Housing Tax Credits for the Project pursuant to Texas Government Code §2306.6703(a)(4).

PART 3. As conditions of approval of this resolution:

a. The Applicant must comply with all City of San Marcos rules and regulations governing the development of the Project including, but not limited to:

   i. the adopted Transportation Master Plan;

   ii. all standards and regulations within the City’s Code of Ordinances; and

   iii. requirements for submission of required applications and payment of applicable fees.

b. The Applicant may not apply for and the Project will not be eligible to receive any variances from any applicable City of San Marcos ordinances, rules or regulations.

PART 4. The Mayor or the City Manager, are each authorized to execute any and all documents as necessary for the Applicant to complete its application for the Project to the TDHCA.

PART 5. For and on behalf of the City Council, the Mayor or the City Clerk are each authorized to certify one or more copies of this resolution for submission to TDHCA.

PART 6. This resolution shall be in full force and effect immediately from and after its passage.
ADOPTED on August 7, 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
LIHTC-18-01
Hwy 123 / Clovis Barker Rd
El Camino Real
Map Date: 7/10/2018

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
LIHTC-18-01
Hwy 123 / Clovis Barker Rd
El Camino Real
Map Date: 7/10/2018

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
LIHTC-18-01
Existing Sidewalks
Hwy 123 / Clovis Barker Rd
El Camino Real
Map Date: 7/11/2018

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
HOUSING TAX CREDIT RESOLUTION
APPLICATION

Updated: June, 2018

CONTACT INFORMATION (please print clearly)

<table>
<thead>
<tr>
<th>Applicant’s Name</th>
<th>Joseph Weatherly</th>
<th>Property Owner</th>
<th>Chris Carson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company</td>
<td>The Michaels</td>
<td>Company</td>
<td>Rio Mark Development</td>
</tr>
<tr>
<td>Development Company</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Applicant’s Mailing Address</td>
<td>3 East Stow Road</td>
<td>Owner’s Mailing Address</td>
<td>407 S Stagecoach Trail, Suite 203</td>
</tr>
<tr>
<td></td>
<td>Marlton, NJ 08053</td>
<td></td>
<td>San Marcos, TX 78666</td>
</tr>
<tr>
<td>Applicant’s Phone #</td>
<td>(202) 838-8064</td>
<td>Owner’s Phone #</td>
<td>(512) 392-3322</td>
</tr>
<tr>
<td>Applicant’s Email</td>
<td><a href="mailto:jweatherly@tmo.com">jweatherly@tmo.com</a></td>
<td>Owner’s Email</td>
<td><a href="mailto:chris@carsonholdings.net">chris@carsonholdings.net</a></td>
</tr>
</tbody>
</table>

PROPERTY INFORMATION (complete to the best of your knowledge – if unsure, please leave blank)

Subject Property Address: 2875 TX-123; (State Highway No 123 (Guadalupe Street) & Clovis Barker Road)

Tax ID #: R 119272  Existing Zoning: MF-18

Legal Description: Lot 2  Block 5  Subdivision El Camino Real, Phase 5

Existing Use: Vacant Land  Proposed Use: Mixed-Income Multifamily Community

DESCRIPTION OF REQUEST

Project Name: El Camino Real

Briefly Describe the Proposal (reason for choosing location, target population, property amenities or services, energy efficient components etc.):
The proposed project is to develop 350 mixed-income units that provide modern, safe and quality rental units for the workforce of San Marcos. 80% of the units will be income restricted below 60% of AMI and 20% will be market

Type of Housing Tax Credit Resolution:

● 4% Housing Tax Credit  or  □ 9% Housing Tax Credit

DESCRIPTION OF UNITS

<table>
<thead>
<tr>
<th>UNIT TYPE</th>
<th>MARKET RATE UNITS</th>
<th>AFFORDABLE UNITS</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Units</td>
<td>70</td>
<td>280</td>
<td>350</td>
</tr>
<tr>
<td>Percentage of Total Units</td>
<td>20%</td>
<td>80%</td>
<td>100%</td>
</tr>
</tbody>
</table>

How many units are available to each income bracket listed below (i.e. rent level of tenants)?

<table>
<thead>
<tr>
<th>0 – 30% AMI</th>
<th>31 – 50% AMI</th>
<th>51 – 60% AMI</th>
<th>61 – 80% AMI</th>
<th>Market Rate</th>
<th>Total Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>280</td>
<td>70</td>
<td></td>
<td></td>
<td></td>
<td>350</td>
</tr>
</tbody>
</table>
Describe the unit mix:

<table>
<thead>
<tr>
<th>Efficiency</th>
<th>1 Bedroom</th>
<th>2 Bedroom</th>
<th>3 Bedroom</th>
<th>4 Bedroom</th>
<th>Total Units</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>110</td>
<td>107</td>
<td>100</td>
<td>33</td>
<td>350</td>
</tr>
</tbody>
</table>

How Many Accessible Units are Included: 25

Criteria

Applications must meet at least 5 of the 8 criteria below, including criteria #1, in order to receive a staff recommendation for a resolution of support. Please indicate which of the criteria your project is consistent with and explain.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. No exemption from local taxes is requested</td>
<td>The proposed development will not seek exemption from local taxes</td>
</tr>
<tr>
<td>2. The project addresses a housing need identified in the City’s Housing Policy or the City’s current consolidated plan for HUD programs</td>
<td>The El Camino Real community will contribute to addressing multiple needs outline in the City’s Housing Policy and Consolidated Plan. See accompanying memo for additional details.</td>
</tr>
<tr>
<td>3. The project is located within a high or medium intensity zone on the City’s Preferred Scenario Map</td>
<td>The first +/-200 feet of the property are located in a Medium Intensity Zone and the remainder of the property is one of the last remaining developable parcels in an Existing Neighborhood.</td>
</tr>
<tr>
<td>4. The project is not proposed to develop under a legacy district on the City’s current zoning map</td>
<td></td>
</tr>
<tr>
<td>5. The project is located within half a mile (.5) walking distance from services such as grocery, medical facilities, and schools.</td>
<td>The project is currently approximately 0.35 miles, walking distance from a Dollar General offering grocery and other major household items. See accompanying memo for additional details.</td>
</tr>
<tr>
<td>6. The project is located within one quarter mile (.25) walking distance of a proposed or existing bus stop on a current or planned transit route.</td>
<td>The #6 bus passes in close proximity to the proposed project. We will work with the City to determine the feasibility of adding a station at the Community and will include the appropriate access and station shelter</td>
</tr>
<tr>
<td>7. The project is renovating or redeveloping an existing multifamily complex or under-performing development.</td>
<td></td>
</tr>
<tr>
<td>8. The project is mixed income and provides at least 20% market rate units.</td>
<td>80% (280 units) will be income-restricted to families earning less than 60% of the AMI. The remaining 20% (70 units) will be market rate units.</td>
</tr>
</tbody>
</table>

AUTHORIZATION

All required application documents are attached. I understand the process to obtain a resolution of support and understand my responsibility to be present at meetings regarding this application.

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

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

I, Rio Marc Development, Ltd (owner) acknowledge that I am the rightful owner of the property located at 2875 TX-123 San Marcos, TX 78666 (address).

I hereby authorize Michaels Development Acquisition, LLC (agent name) to serve as my agent to file this application for Housing Tax Credit Resolution (application type), and to work with the Responsible Official / Department on my behalf throughout the process.

Signature of Property Owner: ___________________________ Date: 6/26/2018 3:03:18 PM PD
Printed Name: Chris Carson

Signature of Agent: ___________________________ Date: 6/27/2018
Printed Name: John J. O'Donnell

To be completed by Staff: Case # ___________ - ___________ - ___________
June 25, 2018

Mr. Bert Lumbreras
City Manager
City of San Marcos
630 E. Hopkins
San Marcos, TX 78666

RE: El Camino Real – Proposed Workforce Multifamily Development in San Marcos, TX

Dear Mr. Lumbreras,

The Michaels Development Company (“MDC”) is proposing the development of a 350-unit mixed-income multifamily community on a 29.9-acre parcel of land located at the northeast corner of Old Bastrop Road and Guadalupe Street (TX-123) in San Marcos, Texas. The 350-unit development will be comprised of 110 1-bedroom, 107 2-bedroom, 100 3-bedroom, and 33 4-bedroom units, 80% of which would be financed utilizing 4% housing tax credits and the remaining 20% would be market rate units. The workforce units will be available to those households that earn 60% of the Area Median Income (“AMI”) and meet the requirements set forth in Section 42 of the IRS Tax Code. A complete and updated independent market study will be completed prior to the finalization of the unit mix and income targeting.

The community will feature many amenities geared specifically towards families and will also abide by the Multifamily Residential Design Standards set forth by the City of San Marcos. Amenities include a community meeting room, business room, clubhouse, fitness center, pool, playground, barbeque/picnic area and game room. Unit amenities include modern, energy efficient kitchens, including a refrigerator, oven/range, dishwasher, microwave, garbage disposal and rangehood and fan, as well as large closets in each bedroom, ceiling fans and miniblinds throughout.

The proposed site is located wrapping the northeast corner of Guadalupe Street (TX-123) and Old Bastrop Road, in San Marcos, Texas, with a physical address of 2875 TX-123. The site is currently vacant, undeveloped land with flat topography and adequate slope for drainage. This site is ideal for a multifamily development due to its close proximity to Bowie Elementary School (0.9 mi), San Marcos High School (1.3 miles), the Amazon Fulfillment Center (2.1 miles), the San Marcos Premium Outlets (3.8 miles), as well as El Camino Real Park which is located directly behind the site. There are currently limited transit options within close proximity to the site, however, we are working on establishing a bus stop within a quarter mile from the site along Bus Route #6 Guadalupe/Redwood which would give residents direct access to downtown San Marcos.
In order to proceed with our development, MDC is requesting a Letter of No Objection from the San Marcos City Council, as is required for a 4% tax credit application. We are happy and willing to further discuss the project and make changes where necessary to satisfy all parties.

Per the City of San Marcos Low Income Housing Tax Credit Policy, our proposed mixed-income housing community meets five of the eight criteria laid out by the City Council, as adopted on June 19th, 2018. Additional information on each criterion is described below.

**Criteria #1 - No exemption from local taxes**

This proposed development is not seeking any exemption or relief from any local assessed taxes.

**Criteria #2 - The project addresses a housing need identified in the City’s Housing Policy or the City’s current consolidated plan for HUD programs**

The proposed development addresses multiple major housing needs as identified in the City’s Housing Policy and the current Consolidated Plan including:

“There is a need for more diversity in the types/sizes of housing units being produced (City of San Marcos, Affordable & Workforce Housing Policy) – The primary market area that the proposed development is located in does not currently have affordable, quality, multifamily housing options. The new community will provide 1, 2, 3, and 4-bedroom units to provide modern living for the working families of San Marcos, in close proximity to major areas of employment. Demand for this type of workforce housing in San Marcos is extremely large and the supply is extremely limited.
The demands from the first two sections of this chart, Demand from New Household Growth (Restricted Units) and Demand From Existing Households, represent the demand of workforce housing units within the Primary Market Area ("PMA"). These two demand sections total 4,283 households, which in comparison to the entire demand of 4,711, make up 90.9% of the total demand. It is reasonable to conclude that 90.9% of the demand for this type of workforce housing comes from within the Primary Market Area. The Primary Market Area is comprised of the 10 census tracts surrounding the property, all of which are within San Marcos. Therefore, it is reasonable to conclude that 90.9% of the demand for this type of workforce housing comes from within San Marcos.

"Housing Costs (other than rent payments) can create a burden for low and moderate-income persons. (b) Improve energy efficiency to reduce housing costs” (City of San Marcos, Affordable & Workforce Housing Policy) – The Michaels Development Company strives to provide safe, quality, energy efficient units to the greatest extent possible at any given property. The final design of the community will be informed by green design standards including Energy Star Homes and Green Communities, in order to create energy efficient, sustainable homes and an enhanced quality of life for the residents as well as reducing the energy consumption of the community, the cost savings of which can directly impact our residents. Additionally, MDC intends to be the long-term owner of the community and providing energy efficient units is proven to reduce deferred maintenance and will encourage long term residents to stay at the community which reduces turnover.

Housing Cost Burden (San Marcos Consolidated Plan 2015-19) - The City of San Marcos 2015-2019 CDBG Consolidated Plan and 2015 Action Plan indicates that nearly 50% of all households in the City of San Marcos have a cost burden when it comes to housing expenses, and specifically, “a high cost burden on housing expense is a serious problem for most San Marcos residents, especially for those who rent.” The El Camino Real Project would help to alleviate some of this burden and provide units that are modern and not over crowded to the working families of San Marcos.

Based upon our initial analysis, supply is extremely limited for the type of workforce housing we are proposing. Not only are there no comparable workforce / LIHTC projects currently under construction or recently built, but there are no comparable workforce projects that have been recently proposed and approved.

Based on occupation and salary research on the San Marcos community, many individuals with local jobs qualify to live in the workforce housing component of our development.

Below is a list of primary workforce jobs and their accompanying salary ranges in San Marcos:

<table>
<thead>
<tr>
<th>Occupation</th>
<th>Annual Salary Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher*</td>
<td>$39,663 - $64,248</td>
</tr>
<tr>
<td>Police Officer (Cadet Officer)*</td>
<td>$46,500 - $67,715</td>
</tr>
<tr>
<td>Occupation</td>
<td>Salary Range</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>Fire Fighter*</td>
<td>$49,268 - $62,970</td>
</tr>
<tr>
<td>Amazon Hourly Employee**</td>
<td>$22,880 - $25,120</td>
</tr>
<tr>
<td>Administrative Assistant**</td>
<td>$24,300 - $28,220</td>
</tr>
<tr>
<td>Sales Associate**</td>
<td>$18,200 - $26,060</td>
</tr>
<tr>
<td>Cashier**</td>
<td>$17,000 - $17,160</td>
</tr>
<tr>
<td>Receptionist**</td>
<td>$16,000 - $23,180</td>
</tr>
</tbody>
</table>

*See Appendix A for supporting occupation/salary documents
*represents jobs with given annual salaries
**represents jobs with given hourly salaries, assumes 40 hours/week and 50 weeks/year

The income requirements to live in the workforce component of our proposed development range from $27,280 to $64,500 per household, which spans a range of 1 to 8 persons/household living in 1- to 4-bedroom units.

The first three lines of the chart represent municipal workers and their annual salary range. These are the individuals who qualify for a 1-person household (potentially 2-person if the second person has no or minimal income) to live in either a 1- or 2-bedroom unit. These are the younger ages of the workforce, the people who have graduated college within the past few years looking for an affordable place to live while they work their way up in their careers. These categories are the prime renter cohort.

The last five lines of the chart represent hourly employees that encompass a vast majority of the workforce in San Marcos. These are the individuals who, on their own, would likely not qualify for a 1-bedroom apartment, but with another working individual as part of their household would easily qualify for any of the 2-, 3-, and 4-bedroom units. These are your working family households, some that have children, some that do not, and some that one day will, who are looking for an affordable place to live while they are growing their family.

MA-10 Number of Housing Units (San Marcos Consolidated Plan 2015-19) – The Consolidated Plan references that a significant number of units containing three or more bedrooms are rented by young adults and college students. The El Camino Real community would provide 133 units that will contain three or four bedrooms. A vast majority of these units (120 units) would be income-restricted in order to provide housing for those families that are most in need of modernized housing options. Additionally, as discussed in greater detail below, these units will not be available to students and thus will be able to reach those most in need.

Criteria #3 - The project is located within a high or medium intensity zone on the City’s Preferred Scenario Map

The proposed community is located within a Medium Intensity Zone and an Existing Neighborhood Zone. The western portion of the site (+/- 200 feet) is within the Medium
Intensity Zone while the balance of the parcel is one of the last remaining suitable development parcels within an Existing Neighborhood Zone.

**Preferred Scenario Map (2018)**

Criteria #4 - The project is not proposed to develop under a legacy district on the City’s current zoning map

Not applicable; the proposed development is currently zoned MF-18.

Criteria #5 - The project is located within half a mile walking distance from services

The proposed community is located approximately 0.35 miles, walking distance from a Dollar General (2195 Old Bastrop Hwy) which provides affordable options for grocery and household items. Additionally, this location of Dollar General accepts SNAP Food Benefits, which helps working families purchase the food they need for good health. The map below depicts the approximate walking route and distance from the main community entrance to the Dollar General. The distance noted (0.35 miles) is from the proposed main entrance of the property, through final design it is our intention to include pedestrian access which is closer to the services offered.
Criteria #6 - The project is located within one quarter mile walking distance of a proposed or existing bus stop on a current or planned transit route

Currently, the #6 bus route travels in close proximity to the property along Redwood Road. At this time, there is no stop to service the proposed development or existing neighborhood along Redwood Road. Our proposed development scope would provide for a bus station along Hwy 123, approximately at the intersection of Clovis Barker Road. We intend to engage with the Community Services department regarding providing service to this proposed station.

Criteria #7 - The project is renovating or redeveloping an existing multifamily complex or under-performing development

Not applicable; the proposed development is for the new construction of affordable workforce housing units and market rate units

Criteria #8 - The project is mixed income and provides at least 20% market rate units

The proposed community will be comprised of a total of 350 units, 80% (280 units) will be income-restricted to families earning less than 60% of the area median income. The remaining 20% (70 units) will be market rate units. Throughout the community all units will receive the same finishes and access to amenities, the market rate units will be interspersed through the property in order to build a strong, mixed-income community.

As demonstrated above, the proposed project meets five of the eight required criteria to receive staff recommendation for a Resolution of Support. Below please find additional information related to the proposed community which may assist City Staff in their review of the project.
Project Timeline

August 2018 – Receive Letter of No Objection from San Marcos City Council
September 2018 – Submit 4% Tax Credit & Bond Applications to TDHCA
November 2018 – Receive Tax Credit Allocation/Bond Reservation from TDHCA
March 2019 – Construction Finance Closing
April 2019 – Construction begins
July 2020 – Lease-up begins (overlapping with phased construction completion)
October 2020 – Construction complete

Safety & Security

Our property management company, Interstate Realty Management (“IRM”), takes crime mitigation very seriously by enlisting many different preventative measures to ensure the safety of our residents. In terms of security, our development will have secure access to the extent possible and will also include security cameras throughout which will be constantly monitored and connected to the local police. We prefer to have the property 100% fenced, but if such does not comply with the Multifamily Residential Design Standards set forth by the City of San Marcos, we will add additional security cameras near those entry points that are not fenced. IRM also employs extensive screening criteria to include national, regional and local criminal background checks of all applicants.

The physical design, key entry with cameras, in conjunction with stringent and disciplined tenant screenings normally addresses crime in our communities; however, if issues persist, there are additional effective preventative measures that can be employed that have proved successful in the past. First, IRM will work with resident council to understand prevalent crime issues and come up with community-based solutions to solve such problems. IRM has previously coordinated with local police, and when necessary, provided a unit for police use/surveillance. Part of this strategy includes the simple addition of a marked police vehicle on site by a law enforcement resident, leading directly to reduced frequencies of disturbances in the community. When needed, IRM will provide a physical presence by hiring private security. Although this can be an expensive option, it will be worth the investment to ensure the safety and well-being of our residents.

Student Eligibility

IRM manages thousands of units in major college towns like Boulder, Boston, Chicago, Atlanta, Minneapolis, Berkeley and Los Angeles. These cities are home to many well-known institutions of higher education, and our need to comply with IRS Section 42 and all relative subsections is paramount in relation to continuing to claim federal tax credits on assets that have received awards. IRM’s screening criteria is invasive for this and many other reasons, and they have their own compliance departments whose role it is to review and approve all move-in packages. IRM/MDC would never jeopardize our professional reputation in the market, our residents or
our financial partners by failing to adhere to the fundamental tenants of IRS Section 42. In fact, in our 45-year history, we have never faced tax credit recapture for this kind of violation or any other for that matter. Also, the state allocating agencies do site visits and review files to ensure compliance on all levels with particular focus on student status. Moreover, the investor limited partners perform their own annual independent 3rd party audit files as well. This is truly a belt and suspenders approach that leaves no room for errors.

Direct excerpt taken from the attached Section 42 document:
“In general, a unit is not considered a low-income unit if all the occupants of such units are full-time students (as defined in IRC § 151(c)(4)). Exceptions to this full-time student rule include:

1. Students who are married and are entitled to file a joint tax return;
2. Students who receive assistance under Title IV of the Social Security Act;
3. Students enrolled in a job training program;
4. Students who are single parents with children who are their dependents (as defined in IRC § 152); or
5. Students who previously were part of a foster care program

IRC § 42 does not generally permit full-time students to occupy low-income units entirely. If a unit is completely occupied by full-time students, it will lose its low-income status provided the exceptions above are not met.”

See attached, Appendix B: Section 42 – §5:52 Property Management – Occupancy test – Students
The findings of our preliminary independent market study and income analysis concludes the workforce housing component of our proposed development is primarily geared towards the workforce community that contributes to a large majority of the San Marcos population. Based on the points highlighted above, it is clear there is currently a high demand and limited supply of affordable rental options for the workforce community in San Marcos.

It is Michaels’ goal to provide high-quality mixed-income housing solutions to the individuals and families of the San Marcos community. This potential project meets the City’s desired criteria for a new mixed-income community. Our team has spent a great deal of time and resources to ensure this is a feasible project that meets the City’s goals. We believe this is the right place and the right time for this much needed multifamily development. We would appreciate your support as we move this proposal forward.

Sincerely,

Joseph P Weatherly
Vice President & Director of Acquisitions
The Michaels Development Company
APPENDIX A:

Supporting Occupation/Salary Documents
### San Marcos Unified School District  
#### Certificated Salary Schedule  
#### 2017-18

<table>
<thead>
<tr>
<th>Step</th>
<th>Column A</th>
<th>Column B</th>
<th>Column C</th>
<th>Column D</th>
<th>Column E</th>
<th>Column F</th>
<th>Step</th>
</tr>
</thead>
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<td>39,663</td>
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</table>

**Column A**: Bachelor Degree  
**Column B**: Bachelor Degree + 15 semester hours  
**Column C**: Bachelor Degree + 30 semester hours  
**Column D**: Bachelor Degree + 45 semester hours  
**Column E**: Bachelor Degree + 60 semester hours  
**Column F**: Bachelor Degree + 75 semester hours

**Bonus for Masters Degree**: $2,020.00  
**Bonus for Doctorate Degree**: $1,012.00  
**Maximum Bonus**: $3,032.00

The District will apply the yearly % increases for all monetary benefits for certificated personnel (i.e., stipends, hourly rates, etc.).

### Placement on Schedule:

Employees new to the District shall be granted salary schedule placement credit for up to ten (10) years of previous experience with a maximum salary schedule entry placement of step eleven (11), provided that such prior service shall meet all of the criteria established in the Certificated Master Contract.

Each teacher will be placed in the column for which he/she qualified in terms of the number of college credit semester units beyond the Bachelors Degree as recorded in personnel records in the San Marcos Unified School District.

Units applied for any change in column placement for 2017-18 shall be completed prior to the start of the school year and be verified in the District Office with the transcript of documented grade records received prior to November 1.

---

*2017-18 Certificated Salary Schedule*
# Police Officer Compensation & Benefits Summary

<table>
<thead>
<tr>
<th>Position</th>
<th>Grade/Step</th>
<th>Hourly</th>
<th>Monthly</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cadet Officer</td>
<td>19.0</td>
<td>$24.28</td>
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<td>Sergeant</td>
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<td>$45.86</td>
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# City of San Marcos Fire Fighter Pay Schedule

Effective 10/1/17

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<th>Position</th>
<th>Grade/Step</th>
<th>Hourly*</th>
<th>Bi-Weekly*</th>
<th>Monthly*</th>
<th>Annual</th>
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<td><strong>Firefighter</strong></td>
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<td>(Probational)</td>
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<td>26.22</td>
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<td>6,021</td>
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<td>22.0</td>
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<td>77,308</td>
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<td>79,627</td>
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<td>6,835</td>
<td>82,016</td>
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<td>3,728</td>
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<td>23.3</td>
<td>36.22</td>
<td>3,840</td>
<td>8,319</td>
<td>99,833</td>
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</table>

*(All salaries based on 2,756 hrs/yr.)*

*Off slightly due to rounding*
Amazon.com Salaries in San Marcos, TX
Salary estimated from 611 employees, users, and past and present job advertisements on Indeed in the past 36 months. Last updated: April 1, 2018

Job Category | Location | Average Salary | Salary Distribution
--- | --- | --- | ---
Popular Jobs | San Marcos | Material Handler 328 salaries reported | $12.34 per hour | $7.25 | $18.25
| | Operations Manager 11 salaries reported | $104,160 per year | $30,000 | $188,000
| | Fulfillment Associate 89 salaries reported | $11.66 per hour | $7.25 | $18.25
| | Warehouse Worker 67 salaries reported | $11.44 per hour | $7.25 | $18.25
| | Associate 11 salaries reported | $12.18 per hour | $7.25 | $17.65

Salary satisfaction
Most people think they are paid fairly at Amazon.com
Based on 15,270 ratings
Add your rating

Common benefits at Amazon.com
- 401K Plan
- Dental Insurance
- Employee Discounts
- Health Insurance
- Life Insurance
- Vision Insurance

Benefit information is collected from job descriptions and reviews about Amazon.com on indeed.com.
Add your benefits

Questions about Amazon.com
<table>
<thead>
<tr>
<th>Job Title</th>
<th>Average Salary</th>
<th>Salary Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Material Handler</strong></td>
<td>$12.34 per hour</td>
<td>$7.25 - $18.25</td>
</tr>
<tr>
<td>328 salaries reported</td>
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<tr>
<td><strong>Fulfillment Associate</strong></td>
<td>$11.66 per hour</td>
<td>$7.25 - $18.25</td>
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<td>89 salaries reported</td>
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<td><strong>Warehouse Worker</strong></td>
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<td>$7.25 - $18.25</td>
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<tr>
<td>67 salaries reported</td>
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<tr>
<td><strong>Packer</strong></td>
<td>$11.95 per hour</td>
<td>$7.25 - $18.25</td>
</tr>
<tr>
<td>11 salaries reported</td>
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<tr>
<td><strong>Order Picker</strong></td>
<td>$12.56 per hour</td>
<td>$7.25 - $18.25</td>
</tr>
<tr>
<td>10 salaries reported</td>
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<td></td>
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</tbody>
</table>

All Amazon.com - Loading and Stocking salaries

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Average Salary</th>
<th>Salary Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Management</strong></td>
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<tr>
<td><strong>Operations Manager</strong></td>
<td>$104,160 per year</td>
<td>$30,000 - $188,000</td>
</tr>
<tr>
<td>11 salaries reported</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Area Manager</strong></td>
<td>$58,119 per year</td>
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<tr>
<td>3 salaries reported</td>
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</table>

Min and max salaries are hidden when we have fewer than 5 salaries

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Average Salary</th>
<th>Salary Distribution</th>
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</thead>
<tbody>
<tr>
<td><strong>Other Popular Jobs</strong></td>
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</tr>
<tr>
<td><strong>Associate</strong></td>
<td>$12.18 per hour</td>
<td>$7.25 - $17.65</td>
</tr>
<tr>
<td>11 salaries reported</td>
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<td></td>
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<tr>
<td><strong>Seasonal Associate</strong></td>
<td>$11.09 per hour</td>
<td>$7.25 - $17.65</td>
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<tr>
<td>10 salaries reported</td>
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</tr>
<tr>
<td><strong>Receiving Associate</strong></td>
<td>$11.11 per hour</td>
<td>$7.25 - $16.75</td>
</tr>
<tr>
<td>5 salaries reported</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Browse all Amazon.com salaries by category

Popular Amazon.com Jobs
Loading and Stocking
Management
Retail

How much does Amazon.com in San Marcos, TX pay?
Average Amazon.com hourly pay ranges from approximately $11.09 per hour for Seasonal Associate to $13.17 per hour for Picker/Packer. The average Amazon.com salary ranges from approximately $20,000 per year for Associate to $104,160 per year for Operations Manager.

Salary information comes from 611 data points collected directly from employees, users, and past and present job advertisements on Indeed in the past 36 months.

Please note that all salary figures are approximations based upon third party submissions to Indeed. These figures are given to the Indeed users for the purpose of generalized comparison only. Minimum wage may differ by jurisdiction and you should consult the employer for actual salary figures.

Amazon.com  >  Salaries  >  Texas  >  San Marcos, TX

Jobs - Job Category Trends - Career Advice - Hiring Lab - Browse Jobs - Tools - API - About - Help Center
©2018 Indeed - Cookies, Privacy and Terms
Administrative Assistant Salaries in San Marcos, TX
Salary estimated from 133 employees, users, and past and present job advertisements on Indeed in the past 36 months. Last updated: April 3, 2018

Location
San Marcos

Average in San Marcos, TX
$13.11 per hour
\(^\text{▼10\%}\) Below national average

Salary Distribution
$7.25 - $21.15

How much does an Administrative Assistant make in San Marcos, TX?
The average salary for an Administrative Assistant is $13.11 per hour in San Marcos, TX, which is 10% below the national average. Salary estimates are based on 133 salaries submitted anonymously to Indeed by Administrative Assistant employees, users, and collected from past and present job advertisements on Indeed in the past 36 months. The typical tenure for an Administrative Assistant is 1-3 years.

Administrative Assistant salaries by company in San Marcos, TX

<table>
<thead>
<tr>
<th>Company</th>
<th>Average salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Keystaff Inc Administrative Assistant</td>
<td>$12.79 per hour</td>
</tr>
<tr>
<td>26 salaries</td>
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</tr>
<tr>
<td>Administrative Assistant Job available</td>
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<tr>
<td>Texas State University Administrative Assistant</td>
<td>$12.15 per hour</td>
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<td>7 salaries</td>
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</tr>
<tr>
<td>Administrative Assistant Job available</td>
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</tr>
<tr>
<td>Priority Personnel, LLC. Administrative Assistant</td>
<td>$14.11 per hour</td>
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<tr>
<td>19 salaries</td>
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<tr>
<td>Hays County Administrative Assistant</td>
<td>$13.06 per hour</td>
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<tr>
<td>9 salaries</td>
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<tr>
<td>Ace Relocation Systems, Inc Administrative Assistant</td>
<td>$12.57 per hour</td>
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<tr>
<td>6 salaries</td>
<td></td>
</tr>
<tr>
<td>Priority Personnel, Inc. Administrative Assistant</td>
<td>$12.29 per hour</td>
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<tr>
<td>21 salaries</td>
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</tr>
<tr>
<td>Adecco Administrative Assistant</td>
<td>$13.97 per hour</td>
</tr>
<tr>
<td>5 salaries</td>
<td></td>
</tr>
<tr>
<td>NEIL ENGINEERING Administrative Assistant</td>
<td>$35,000 per year</td>
</tr>
<tr>
<td>7 salaries</td>
<td></td>
</tr>
</tbody>
</table>

Salary for related jobs

Senior Administrative Assistant
$3,100 per month

Administrative Assistant job openings

Administrative Assistant
Dept of Family & Protective Svc
San Marcos, TX
3 days ago

Administrative Assistant
Dept of Family & Protective Svc
San Marcos, TX
30+ days ago

Administrative Assistant
Dept of Family & Protective Svc
New Braunfels, TX
1 day ago

Administrative Assistant jobs in San Marcos, TX
## Administrative Assistant salaries by location

<table>
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<tr>
<th>City</th>
<th>Average salary</th>
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</thead>
<tbody>
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<td><strong>Administrative Assistant in Houston, TX</strong></td>
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<td>8,604 salaries</td>
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</tr>
<tr>
<td><strong>Administrative Assistant in Austin, TX</strong></td>
<td>$14.32 per hour</td>
</tr>
<tr>
<td>3,953 salaries</td>
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</tr>
<tr>
<td><strong>Administrative Assistant in Dallas, TX</strong></td>
<td>$14.46 per hour</td>
</tr>
<tr>
<td>3,200 salaries</td>
<td></td>
</tr>
<tr>
<td><strong>Administrative Assistant in San Antonio, TX</strong></td>
<td>$13.89 per hour</td>
</tr>
<tr>
<td>2,808 salaries</td>
<td></td>
</tr>
<tr>
<td><strong>Administrative Assistant in Fort Worth, TX</strong></td>
<td>$14.09 per hour</td>
</tr>
<tr>
<td>1,796 salaries</td>
<td></td>
</tr>
</tbody>
</table>

Please note that all salary figures are approximations based upon third party submissions to Indeed. These figures are given to the Indeed users for the purpose of generalized comparison only. Minimum wage may differ by jurisdiction and you should consult the employer for actual salary figures.
Sales Associate Salaries in San Marcos, TX
Salary estimated from 298 employees, users, and past and present job advertisements on Indeed in the past 36 months. Last updated: April 4, 2018

Location
San Marcos

Average in San Marcos, TX
$9.26 per hour
*Meets national average
$7.25 Salary Distribution $14.30

How much does a Sales Associate make in San Marcos, TX?
The average salary for a Sales Associate is $9.26 per hour in San Marcos, TX, which meets the national average. Salary estimates are based on 298 salaries submitted anonymously to Indeed by Sales Associate employees, users, and collected from past and present job advertisements on Indeed in the past 36 months. The typical tenure for a Sales Associate is less than 1 year.

Sales Associate salaries by company in San Marcos, TX

<table>
<thead>
<tr>
<th>Company</th>
<th>Average salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash America Sales Associate</td>
<td>$13.03 per hour</td>
</tr>
<tr>
<td>Banana Republic Sales Associate</td>
<td>$10.14 per hour</td>
</tr>
<tr>
<td>Michael Kors Sales Associate</td>
<td>$9.96 per hour</td>
</tr>
<tr>
<td>Victoria's Secret Sales Associate</td>
<td>$9.59 per hour</td>
</tr>
<tr>
<td>Gap Sales Associate</td>
<td>$9.28 per hour</td>
</tr>
<tr>
<td>Diesel Sales Associate</td>
<td>$9.20 per hour</td>
</tr>
<tr>
<td>Nike Sales Associate</td>
<td>$9.10 per hour</td>
</tr>
<tr>
<td>Direct Tools Factory Outlet Sales Associate</td>
<td>$10.00 per hour</td>
</tr>
</tbody>
</table>

Sales Associate job openings

Part Time Sales
ru21
San Marcos, TX
13 days ago

Sales Advisor
H&M
San Marcos, TX
1 day ago

Disney Store: Sales Associate (PT)
Disney Consumer Products and Interactive Media
San Marcos, TX
30+ days ago

Nike Part-Time Under Athlete
NIKE INC
San Marcos, TX
30+ days ago

Retail Associate
Ross Stores
San Marcos, TX
30+ days ago

Manager
Midtex Oil
New Braunfels, TX
Easily Apply - 23 days ago

Sales Associate jobs in San Marcos, TX
Sales Associate salaries by location

<table>
<thead>
<tr>
<th>City</th>
<th>Average salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales Associate in Houston, TX</td>
<td>$9.89 per hour</td>
</tr>
<tr>
<td>2,388 salaries</td>
<td></td>
</tr>
<tr>
<td>Sales Associate in Austin, TX</td>
<td>$9.59 per hour</td>
</tr>
<tr>
<td>2,014 salaries</td>
<td></td>
</tr>
<tr>
<td>Sales Associate in Dallas, TX</td>
<td>$10.14 per hour</td>
</tr>
<tr>
<td>1,492 salaries</td>
<td></td>
</tr>
<tr>
<td>Sales Associate in San Antonio, TX</td>
<td>$9.72 per hour</td>
</tr>
<tr>
<td>1,395 salaries</td>
<td></td>
</tr>
<tr>
<td>Sales Associate in Fort Worth, TX</td>
<td>$9.71 per hour</td>
</tr>
<tr>
<td>935 salaries</td>
<td></td>
</tr>
</tbody>
</table>

Please note that all salary figures are approximations based upon third party submissions to Indeed. These figures are given to the Indeed users for the purpose of generalized comparison only. Minimum wage may differ by jurisdiction and you should consult the employer for actual salary figures.
Cashier Salaries in San Marcos, TX
Salary estimated from 98 employees, users, and past and present job advertisements on Indeed in the past 36 months. Last updated: April 3, 2018

Location
San Marcos

Average in San Marcos, TX
$8.97 per hour
▼9% Below national average

How much does a Cashier make in San Marcos, TX?
The average salary for a Cashier is $8.97 per hour in San Marcos, TX, which is 9% below the national average. Salary estimates are based on 98 salaries submitted anonymously to Indeed by Cashier employees, users, and collected from past and present job advertisements on Indeed in the past 36 months. The typical tenure for a Cashier is less than 1 year.

Cashier salaries by company in San Marcos, TX

<table>
<thead>
<tr>
<th>Company</th>
<th>Average salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Walmart Cashier</td>
<td>$8.58 per hour</td>
</tr>
<tr>
<td>8 salaries</td>
<td></td>
</tr>
<tr>
<td>Keystaff Inc Cashier</td>
<td>$8.50 per hour</td>
</tr>
<tr>
<td>22 salaries</td>
<td></td>
</tr>
</tbody>
</table>

Cashier salaries by location

<table>
<thead>
<tr>
<th>City</th>
<th>Average salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cashier in Houston, TX</td>
<td>$9.20 per hour</td>
</tr>
<tr>
<td>2,234 salaries</td>
<td></td>
</tr>
<tr>
<td>Cashier in San Antonio, TX</td>
<td>$12.95 per hour</td>
</tr>
<tr>
<td>1,783 salaries</td>
<td></td>
</tr>
<tr>
<td>Cashier in Dallas, TX</td>
<td>$13.51 per hour</td>
</tr>
<tr>
<td>1,710 salaries</td>
<td></td>
</tr>
<tr>
<td>Cashier in Austin, TX</td>
<td>$10.31 per hour</td>
</tr>
<tr>
<td>1,390 salaries</td>
<td></td>
</tr>
<tr>
<td>Cashier in Fort Worth, TX</td>
<td>$9.34 per hour</td>
</tr>
<tr>
<td>525 salaries</td>
<td></td>
</tr>
</tbody>
</table>

Please note that all salary figures are approximations based upon third party submissions to Indeed. These figures are given to the Indeed users for the purpose of generalized comparison only. Minimum wage may differ by jurisdiction and you should consult the employer for actual salary figures.
Receptionist Salaries in San Marcos, TX
Salary estimated from 60 employees, users, and past and present job advertisements on Indeed in the past 36 months. Last updated: April 4, 2018

Location
San Marcos

Average in San Marcos, TX
$10.67 per hour
▼11% Below national average

$7.25 Salary Distribution $16.20

How much does a Receptionist make in San Marcos, TX?
The average salary for a Receptionist is $10.67 per hour in San Marcos, TX, which is 11% below the national average. Salary estimates are based on 60 salaries submitted anonymously to Indeed by Receptionist employees, users, and collected from past and present job advertisements on Indeed in the past 36 months. The typical tenure for a Receptionist is less than 1 year.

Receptionist salaries by company in San Marcos, TX

<table>
<thead>
<tr>
<th>Company</th>
<th>Average salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority Personnel, LLC. Receptionist</td>
<td>$11.59 per hour</td>
</tr>
<tr>
<td>Priority Personnel, Inc. Receptionist</td>
<td>$11.34 per hour</td>
</tr>
<tr>
<td>Honda Reception</td>
<td>$8.00 per hour</td>
</tr>
</tbody>
</table>

Receptionist salaries by location

<table>
<thead>
<tr>
<th>City</th>
<th>Average salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Receptionist in Houston, TX</td>
<td>$12.17 per hour</td>
</tr>
<tr>
<td>Receptionist in Austin, TX</td>
<td>$12.68 per hour</td>
</tr>
<tr>
<td>Receptionist in Dallas, TX</td>
<td>$12.39 per hour</td>
</tr>
<tr>
<td>Receptionist in San Antonio, TX</td>
<td>$11.14 per hour</td>
</tr>
<tr>
<td>Receptionist in Fort Worth, TX</td>
<td>$11.81 per hour</td>
</tr>
</tbody>
</table>
APPENDIX B:

Section 42 – §5:52 Property Management – Occupancy test – Students
§ 5:52 Property management—Low-income occupancy test—Students

In general, a unit is not considered a low-income unit if all the occupants of such units are full-time students (as defined in IRC § 151(c)(4)).

1. students who are married and are entitled to file a joint tax return;
2. students who receive assistance under Title IV of the Social Security Act;
3. students enrolled in a job training program;
4. students who are single parents with children who are their dependents (as defined in IRC § 152); or
5. students who previously were part of a foster care program.

IRC § 42 does not generally permit full-time students to occupy low-income units entirely. If a unit is completely occupied by full-time students, it will lose its low-income status provided the exceptions mentioned above are not met.

Although IRC § 42 does not define full-time students, it seems reasonable to look at other IRS publications for guidance. Per IRC § 151(c)(4) and IRS Publication 17, a prospective tenant qualifies as a full-time student if he/she is “a full-time student at a school that has a regular teaching staff, course of study, and regularly enrolled body of students in attendance.” The 8823 Guide has indicated full-time students includes students in K-12.

The prospective tenant must be enrolled for the number of hours or courses the school considers full-time attendance (usually 12 units/semester or nine units/quarter) for some part of each of five calendar months. These months do not need to be consecutive. For example, a prospective tenant who is enrolled for 12 units for a four-month semester and nine units for a two-month quarter would be a full-time student.

People who work on co-op jobs in private industry as part of a school’s prescribed course of classroom and practical training are considered full-time students, according to the IRS. However, prospective tenants are not full-time students while attending school only at night. But full-time attendance at a school can include some attendance at night as part of a full-time course of study, according to IRS Publication 17.

In addition, job training programs do not include part-time jobs at the school where the student is enrolled. For example, a prospective household consists of two full-time students studying biology. Both students work at the biology lab at their school on a part-time basis. Their part-time jobs do not qualify as a job-training program. This household would be ineligible to occupy a low-income unit.

Exception #4 was clarified during 2008. Prior to 2008 if a parent and child lived in a unit the parent must claim the child as a dependant to qualify for the student exemption. For a parent to qualify for the exemption now one of the parents must claim the child as a dependent, but that does not have to be the parent living in the unit.

For student status exemption #1, a student is exempt if he/she is married and has the ability to file a joint return. This issue was clarified when newly married students tried to move into an LIHTC property before they had filed their first joint return. It is important to note the requirement is not that the individuals living in the apartment file a joint tax return or that they are even married to each other, only that the individuals in the apartment are entitled to file a joint tax return.

For student status exemption #5, the unit still qualifies for LIHTCs if it is occupied by an individual who is a full-time student and was previously under the care and placement responsibility of the state agency responsible for administering a plan under Part B or Part E of Title IV of the Social Security Act. If a full-time student was in the foster care system previously, the full-time student would not disqualify the unit. However, owners should be aware that each state agency requires different documentation for this student exemption. In California, for
example, the full-time student must be less than 24 years old and have exited the foster care system within the previous six years, and a Foster Care Verification Form must be completed. In Kansas, to qualify for LIHTC housing the full-time student must prove that they were in foster care at some point during their life; no time limitations apply. Section 3004 of the Housing Economic Recovery Act of 2008 (H.R. 3221) added the foster care exemption to the full-time student exception. However, no additional guidance has been provided to date. Therefore, LIHTC property owners should look to the applicable state agency for requirements under the foster care exception.²

The IRS has offered further guidance concerning the full-time student rule in Private Letter Ruling (PLR) 200339022. The ruling is significant because the full-time student in the ruling did not conform to the exceptions in IRC § 42(i)(3)(D), listed above, but still qualified as a low-income tenant. The tenant in question is 50 years old, not a dependent on another person’s federal income tax return, pursuing a law degree at a university on a full-time basis, is single, has no children, and does not meet any of the student exceptions provided under IRC § 42(i)(3)(D). Thus, although the IRS has outlined specific exceptions for qualifying full-time students as low-income housing residents, some atypical situations exist in which a full-time student may qualify as a low income tenant.

The IRS rules dealing with full-time students in tax credit properties is vague. Each case has particular facts and circumstances that should be reviewed closely. Property managers should verify the student status of all prospective residents.
An apartment community for the working families of San Marcos by

The Michaels Organization
Together We Build Communities

Joseph Weatherly | Vice President of Acquisitions
jweatherly@tmo.com
202-391-5627

Ryan Zent | Vice President of Development
rzent@tmo.com
973-914-4572
Since its inception in 1973, The Michaels Organization ("TMO") has developed and maintained all types of residential communities across the United States. TMO and its eight companies are guided by the principle: “Together, we build communities.” It is this mission that has guided our development and management of communities specializing in affordable and workforce housing, student, family, and military housing across the United States. In recognition of our commitment to creating healthy communities, the leading trade publication Multi Housing News (MHN) recently awarded our organization its inaugural Award of Excellence for Social Responsibility.

We believe successful communities are those that arise from close collaboration with our residents and the community at large. Our approach to management and development is based on our belief that strong local partnerships, innovative resident services, inclusive planning practices and functionally beautiful design are essential components to managing and building a sustainable, thriving community.

A core component of TMO’s business model, and the foundation upon which we were established, is repositioning and successfully developing and managing affordable, mixed income, and market rate housing. All aspects of residential development, from conception through construction completion, ownership, and operation are within TMO expertise and experience. TMO’s goal is to create housing opportunities for families of all income levels; create sustainable, environmentally thoughtful new developments that are knitted into the fabric of the greater community.

Since every development has its own challenges and opportunities, we tailor that basic approach to each community, utilizing our experience around the country to inform our thinking. It is this spirit of cooperation that sets TMO communities apart and has been integral to the more than 50,000 housing units we have developed and manage in 36 states, as well as the District of Columbia and the U.S. Virgin Islands, including numerous units owned and managed throughout the State of Texas. We draw on the expertise of over 2,000 professionals across the nine TMO companies, and therefore offer a variety of resources and techniques in all areas of development, finance, design, construction, management, and operations.

TMO is a family of companies that specialize in all aspects of the management and development process, including property management, development, construction management, lending and equity syndication. TMO’s affiliates share knowledge and best practices throughout the development and management process, giving the company an unmatched advantage in the housing industry.

In the last ten years, our organization has financially closed over $3 billion of new construction and substantial rehabilitation and has consistently been rated as one of the nation’s leading housing developers and owners. In addition, TMO is consistently ranked the largest developer and owner of affordable and workforce housing.

Perhaps most importantly, TMO is passionately committed to creating beautiful and sustainable communities while helping our residents meet and exceed their goals. This dedication drives all that we do. We wholeheartedly believe in our mission and are exceedingly proud of the communities we have built and manage. We will bring the same level of determination and enthusiasm to the City of San Marcos.
Development Partners

MDC is a full-service real estate development company. While we believe design and construction tasks are generally best undertaken by experienced and local, proven third parties, MDC serves as team leader, coordinating the efforts of all consultants and contractors. The majority of developments tasks, such as site acquisition, financial analysis, loan, bond and tax credit applications, and construction monitoring are undertaken directly by MDC staff. We have assembled a team comprised of local design professionals, with extensive knowledge and experience in workforce housing as well as a long-term management company, the largest and most experience workforce housing manager in the country.

Kelly Grossman Architects | Architectural Design

Kelly Grossman Architects is an award-winning firm providing innovative architectural design, land planning and landscape design for the past 23 years. Based in Austin, Texas, they have been a leader in the creation of high quality, multi-family apartments, condominiums, senior housing, student housing, and mixed-use developments.

Kelly Grossman has completed significant projects in all major markets in the Southern United States, including Texas, Alabama, Arizona, Colorado, Florida, Louisiana, New Mexico, North Carolina, Oklahoma, South Carolina, Tennessee and Virginia. Kelly Grossman’s experience also includes significant projects completed or in process in the City of San Marcos and surrounding areas. The firm specializes in guiding complex projects from initial concept formulation through construction to final completion of the development. Over 200,000 apartment units designed by our firm have been constructed within this broadly-based geographic area, in addition to a variety of other commercial projects.

Interstate Realty Management | Property Management

Interstate Realty Management Company (“IRM”) is the largest property manager of affordable multifamily housing in the United States. IRM provides exceptional property management services to a diverse range of affordable and mixed-income communities owned and developed by MDC, as well as other for-profit and non-profit affordable housing owners. With a nationwide portfolio valued at $1.5 billion, IRM’s long-term success can be credited to our focus on best practices, expert procedures, and our commitment to providing our residents with a great place to call home. IRM has over four decades of experience managing all types of multifamily communities across the country. IRM serves as the property manager across all of MDC’s properties, which leverages decades of collaboration to incorporate best practices to ensure a smooth lease up and long-term management of our properties.

The success of IRM’s resident families is a critical component of our goal in creating and maintaining thriving communities. IRM has a long history of both directly providing supportive services and coordinating with local community organizations to ensure residents of all income ranges have access to the resources they need.

IRM administers and encourages all residents to apply for educational opportunities through The Michaels Organization Education Foundation, a non-profit affiliate of TMO that administers educational scholarship programs open to residents of all affordable and military housing communities owned or managed by companies of TMO. Our Founder and CEO, Michael J. Levitt has embedded in our corporate culture a deep commitment to giving back. Foremost in this effort is enhancing educational opportunities for our residents in our affordable, workforce and military housing communities.

IRM will be responsible for the property management of the project and will develop a management plan and specific marketing and lease-up strategy to ensure that stabilized occupancy is achieved in compliance with all applicable financing and land use agreements.
Development Proposal

The Michaels Development Company is proposing the development of a 350-unit mixed-income multifamily community on a 29.9-acre parcel of land located at the northeast corner of Old Bastrop Road and Guadalupe Street (TX-123) in San Marcos, Texas. The 350-unit development will be comprised of 110 1-bedroom, 107 2-bedroom, 100 3-bedroom, and 33 4-bedroom units, 80% of which would be financed utilizing tax-exempt bonds and 4% noncompetitive housing tax credits. The remaining 20% will be market rate units. The workforce units will be available to those households that earn up to 60% of the Area Median Income (“AMI”) and meet the requirements set forth in Section 42 of the IRS Tax Code. A complete and updated independent market study will be completed prior to the finalization of the unit mix and income targeting.

The community will feature many amenities geared specifically towards families and will also abide by the Multifamily Residential Design Standards set forth by the City of San Marcos. Amenities include a community meeting room, business center, clubhouse, fitness center, pool, playground, barbeque/picnic area and dog park. Unit amenities include modern, energy efficient kitchens, including a refrigerator, oven/range, dishwasher, microwave, garbage disposal and rangehood and fan, as well as large closets in each bedroom, ceiling fans and miniblinds throughout.

The proposed site is located wrapping the northeast corner of Guadalupe Street (TX-123) and Old Bastrop Road, in San Marcos, Texas, with a physical address of 2875 TX-123. The site is currently vacant, undeveloped land with flat topography and adequate slope for drainage. This site is ideal for a multifamily development due to its close proximity to Bowie Elementary School (0.9 mi), San Marcos High School (1.3 miles), the Amazon Fulfillment Center (2.1 miles), the San Marcos Premium Outlets (3.8 miles), as well as El Camino Real Park which is located directly behind the site. There are currently limited transit options within close proximity to the site, however, we are working on establishing a bus stop within a quarter mile from the site along Bus Route #6 Guadalupe/Redwood which would give residents direct access to downtown San Marcos.

Note: All renderings are preliminary and are subject to changed based upon review and collaboration with the City

MDC understands the importance of involving local residents, contractors, and businesses in its development efforts and is committed to providing the residents of the community with the opportunity to share in the economic benefits generated by this development effort. Our goal is to provide employment opportunities for local residents that lead to long term careers and economic independence. The MDC team will work to meet, if not exceed, local goals regarding the hiring of local businesses and local residents during construction. Additionally, in order to provide a positive outcome to all stakeholders, the proposed development is not requesting any exemption of relief for any local assessed taxes.
PROPOSED PROJECT DESCRIPTION

The proposed community will be comprised of a total of 350 units, 80% (280 units) will be income-restricted to families earning less than 60% of the area median income. The remaining 20% (70 units) will be market rate units. Throughout the community all units will receive the same finishes and access to amenities, the market rate units will be interspersed through the property in order to build a strong, mixed-income community. The preliminary unit mix and rent levels are depicted on the table below:

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>% of Area Median Income</th>
<th># of Units</th>
<th>Gross Rent</th>
<th>Utility Allowance</th>
<th>Net Rent</th>
<th>Max LIHTC Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 bed /1 bath</td>
<td>60%</td>
<td>80</td>
<td>$909</td>
<td>$66</td>
<td>$843</td>
<td>$967</td>
</tr>
<tr>
<td>1 bed /1 bath</td>
<td>Market</td>
<td>30</td>
<td>$967</td>
<td>n/a</td>
<td>$967</td>
<td>n/a</td>
</tr>
<tr>
<td>2 bed /1 bath</td>
<td>60%</td>
<td>80</td>
<td>$1,091</td>
<td>$84</td>
<td>$1,007</td>
<td>$1,161</td>
</tr>
<tr>
<td>2 bed /1 bath</td>
<td>Market</td>
<td>27</td>
<td>$1,161</td>
<td>n/a</td>
<td>$1,161</td>
<td>n/a</td>
</tr>
<tr>
<td>3 bed /2 bath</td>
<td>60%</td>
<td>90</td>
<td>$1,261</td>
<td>$102</td>
<td>$1,159</td>
<td>$1,341</td>
</tr>
<tr>
<td>3 bed /2 bath</td>
<td>Market</td>
<td>10</td>
<td>$1,341</td>
<td>n/a</td>
<td>$1,341</td>
<td>n/a</td>
</tr>
<tr>
<td>4 bed /2 bath</td>
<td>60%</td>
<td>30</td>
<td>$1,407</td>
<td>$119</td>
<td>$1,288</td>
<td>$1,497</td>
</tr>
<tr>
<td>4 bed /2 bath</td>
<td>Market</td>
<td>3</td>
<td>$1,497</td>
<td>n/a</td>
<td>$1,497</td>
<td>n/a</td>
</tr>
</tbody>
</table>

Note: Based upon 2018 rents

PRELIMINARY SCHEDULE

Based upon receiving a Resolution of No Objection at the August 7th City Council Meeting, we expect the project to proceed based upon the following schedule which depicts first delivering units to residents in July of 2020.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Target Milestone Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letter of No Objection – San Marcos City Council</td>
<td>August 2018</td>
</tr>
<tr>
<td>Submit 4% Tax Credit &amp; Bond Application to TDHCA</td>
<td>September 2018</td>
</tr>
<tr>
<td>Receive Tax Credit Allocation/Bond Reservation from TDHCA</td>
<td>November 2018</td>
</tr>
<tr>
<td>Construction Finance Closing</td>
<td>March 2019</td>
</tr>
<tr>
<td>Construction Begins</td>
<td>April 2019</td>
</tr>
<tr>
<td>Delivery of First Building / Lease up Begins</td>
<td>July 2020</td>
</tr>
<tr>
<td>Construction Complete on Final Building</td>
<td>October 2020</td>
</tr>
<tr>
<td>Completion of initial lease up</td>
<td>December 2020</td>
</tr>
</tbody>
</table>

It is Michaels’ goal to provide high-quality mixed-income housing solutions to the individuals and families of the San Marcos community. This potential project meets the City’s desired criteria for a new mixed-income community. Our team has spent a great deal of time and resources to ensure this is a feasible project that meets the City’s goals. We believe this is the right place and the right time for this much needed multifamily development. We would appreciate your support as we move this proposal forward.
Market Demand

Per the City of San Marcos Affordable and Workforce Housing Policy, there is a need for “more diversity in the types/sizes of housing units produced.” Demand for this type of housing in San Marcos is currently large and the supply is limited. Currently, there are no other family projects under construction comparable to our proposed project nor are they any projects that have been recently completed, and all of those communities within the market area are performing above average in terms of occupancy. Given the recent and expected population growth for the City of San Marcos, there is significant demand and little new, modern product to meet that demand.

The chart below is based upon our preliminary market study which represents the demand from existing households and future household growth projections:

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Units</th>
<th>Net Rent</th>
<th>Utility</th>
<th>Gross Rent</th>
<th>Income Required</th>
<th>Max Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 bed /1 bath</td>
<td>80</td>
<td>$843</td>
<td>$66</td>
<td>$909</td>
<td>$27,269</td>
<td>$41,280</td>
</tr>
<tr>
<td>2 bed /1 bath</td>
<td>80</td>
<td>$1,007</td>
<td>$84</td>
<td>$1,091</td>
<td>$32,740</td>
<td>$51,600</td>
</tr>
<tr>
<td>3 bed / 2 bath</td>
<td>90</td>
<td>$1,159</td>
<td>$102</td>
<td>$1,261</td>
<td>$37,816</td>
<td>$59,880</td>
</tr>
<tr>
<td>4 bed / 2 bath</td>
<td>30</td>
<td>$1,288</td>
<td>$119</td>
<td>$1,407</td>
<td>$42,215</td>
<td>$68,160</td>
</tr>
</tbody>
</table>

The minimum gross rent level at Mission Trail will be $909 per month, which at 40% equates to an annual income of $27,269 in order to qualify for the rent-restricted units at the community. The maximum income level is $68,160, which is the maximum household income for a family of eight making 60% of the area median income. Those earning below $27,269 and above $68,160 would not necessarily qualify for the income restricted units.
Based on the following chart, 13.42% of households earn between $25,000 - $34,999, 15.56% of households earn between $35,000 - $49,999, and 14.68% of households earn between $50,000 - $74,999.

<table>
<thead>
<tr>
<th>Market Area Income / Household (2018)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Under $15,000</td>
<td>22.07%</td>
</tr>
<tr>
<td>$15,000 - $24,999</td>
<td>13.07%</td>
</tr>
<tr>
<td>$25,000 - $34,999</td>
<td>13.42%</td>
</tr>
<tr>
<td>$35,000 - $49,999</td>
<td>15.65%</td>
</tr>
<tr>
<td>$50,000 - $74,999</td>
<td>14.68%</td>
</tr>
<tr>
<td>$75,000 - $99,999</td>
<td>8.74%</td>
</tr>
<tr>
<td>$100,000 - $149,999</td>
<td>7.71%</td>
</tr>
<tr>
<td>$150,000+</td>
<td>4.66%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100.00%</strong></td>
</tr>
</tbody>
</table>

2018 Average Household Income $51,909
2018 Median Household Income $36,195

Source: Affordable Housing Analysts, Independent Market Study for Mission Trail (March 2018)

Based upon the above analysis nearly 34% of the households in the Primary Market Area would qualify to live in the income restricted portion of the development. This is significantly above average for a market area and is a good indicator of strong demand for this type of quality product. Additionally, the project will allow for renters living outside of the Primary Market Area to find quality housing closer to their employment opportunities, increasing the demand for housing at the community.

Based on occupation and salary research on the San Marcos community, many individuals with local jobs qualify to live in the workforce housing component of our development.

<table>
<thead>
<tr>
<th>Occupation</th>
<th>Annual Salary Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher*</td>
<td>$39,663 - $64,248</td>
</tr>
<tr>
<td>Police Officer (Cadet Officer)*</td>
<td>$46,500 - $67,715</td>
</tr>
<tr>
<td>Fire Fighter*</td>
<td>$49,268 - $62,970</td>
</tr>
<tr>
<td>Amazon Hourly Employee**</td>
<td>$22,880 - $25,120</td>
</tr>
<tr>
<td>Administrative Assistant**</td>
<td>$24,300 - $28,220</td>
</tr>
<tr>
<td>Sales Associate**</td>
<td>$18,200 - $26,060</td>
</tr>
<tr>
<td>Cashier**</td>
<td>$17,000 - $17,160</td>
</tr>
<tr>
<td>Receptionist**</td>
<td>$16,000 - $23,180</td>
</tr>
</tbody>
</table>

*represents jobs with given annual salaries
**represents jobs with given hourly salaries, assumes 40 hours/week and 50 weeks/year

The findings of our preliminary independent market study and income analysis concludes the workforce housing component of our proposed development is primarily geared towards the workforce community that contributes to a large majority of the San Marcos population. Based on the points highlighted above, it is clear there is currently a high demand and limited supply of affordable rental options for the workforce community in San Marcos.
AGENDA CAPTION:
Consider approval of Resolution 2018-141R, amending the Highpointe Trace Public Improvement District Term Sheet.

Meeting date:  August 7, 2018

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

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

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

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

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

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

Highpointe Communities has approximately 420 acres of land, generally located on the east side of IH-35, south of Posey Road, and also bordered by Old Bastrop Highway, at the southern edge of the City of San Marcos. The property is primarily for residential housing along with a component of multi-family along with a business park and community commercial.

On September 1, 2015, the City of San Marcos approved a term sheet that designated the parameters for which a Public Improvement District for the Trace Subdivision would be created. The key terms of this term included the following:

- Maximum Total Indebtedness $19,500,000
- Total Construction Dollars for which the developer can be reimbursed $15,500,000
- The Maximum Total Equivalent Tax Rate could not exceed $0.50

In October 2016, the City Council adopted a Service and Assessment Plan for the Trace Public Improvement District. Periodic updates to this document are required by the San Marcos City Council usually on an annual basis. The Trace Development is to the point in its project where an update to the Service and Assessment Plan needs to be brought before the City Council. During the update of those documents, a request was made by the developer to amend the deal terms of the Public Improvement District so that the overall Business Park and Commercial equivalent tax rates could be reduced thus making the commercial property more competitive. This does slightly increase the overall residential equivalent tax but the total tax rate is still below the originally approved $0.50 tax rate.

Projected Tax Rate Equivalents
- Residential and Multifamily $0.3387 per $100 of evaluation
- Retail and Business Park $0.1900 per $100 of evaluation
- Initial projections for all phases was approximately $0.46 per $100 of evaluation

This increases the overall maximum assessment to $22.1M up from $19.5M but it should be noted that this does not increase the overall maximum debt to be issued for this project ($19.5M) nor the amount that the developer will be reimbursed for construction improvements ($15.5M).

A council subcommittee has reviewed the developer’s proposal and is recommending approval and adoption of the Service and Assessment Plan by the City Council. We need to also amend the original term sheet which was approved on September 1, 2015. It should also be noted that the developer is contributing $2M towards the construction of a fire station.
Council Committee, Board/Commission Action:
A councilmember subcommittee made up of Mr. Gregson, Dr. Mihalkanin, and Mrs. Prewitt met on July 26, 2018.

Alternatives:
Click or tap here to enter text.

Recommendation:
A council subcommittee met on July 26, 2018 and recommends the resolution be approved.
RESOLUTION NO. 2018-373

A RESOLUTION OF THE CITY OF SAN MARCOS, TEXAS, AMENDING THE HIGHPOINTE TRACE PUBLIC IMPROVEMENT DISTRICT TERM SHEET.

WHEREAS, the City of San Marcos, Texas (the "City"), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "Act"), to create a public improvement district;

WHEREAS, on June 4, 2015, Highpointe Investments, Inc. ("Highpointe"), submitted and filed with the City Clerk of the City a petition ("Petition") requesting the establishment of a public improvement district to be known as the Trace Public Improvement District ("District");

WHEREAS, the City Council adopted Resolution 2015-116R on September 1, 2015 approving the original term sheet for the District; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE City of SAN MARCOS, TEXAS, THAT:

Section 1. The attached term sheet listed as Exhibit A of this Resolution is hereby approved.

Section 2. The City Manager is authorized to execute the document on behalf of the City.

Section 3. The Resolution shall be in full force and effect immediately from and after its passage.

Adopted on August 7, 2016
evidence and testimony presented at the public hearing on September 1, 2015, hereby finds and declares:

Section 5. This Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED on this 7th day of August, 2018.

ATTEST:

THE CITY OF SAN MARCOS, TEXAS

Jamie lee Case
City Clerk

John Thomaides
Mayor
The following limitations and performance standards will apply to modifications to the existing Trace Public Improvement District (the “PID”) as agreed to by Highpointe Trace, LLC (“the Developer”) and the City of San Marcos, Texas (“the City”) in connection with the 2018 Service Plan update as pertains to the 420-acre Trace master planned community (“the Project”). This Term Sheet is a supplement to the previously approved Term Sheet and Financing Agreement for the PID and all other terms not otherwise addressed herein remain applicable:

**FINANCING CRITERIA**

1. Initial Special Assessments Previously Levied: \( (A) \) $11,175,000
2. Maximum Additional Special Assessments: \( (B) \) $10,925,000
3. Maximum Total Special Assessments: \( (C) = (A)+(B) \) $22,100,000
4. Required Special Assessment Reduction for Business Park/Retail: \( (D) \) ($2,600,000)
5. Maximum PID Bonds to be Issued by City: \( (E) =(C)-(D) \) $19,500,000
6. Projected PID Bonds Cost of Issuance: \( (F) \) ($4,000,000)
7. Maximum Net PID Bond Proceeds/Reimbursements to Developer: \( (G) =(E)-(F) \) $15,500,000
8. Maximum equivalent tax rate per $100 of Assessed Value: \$ 0.50

**MISCELLANEOUS**

It is agreed that the following conditions must be satisfied prior to the issuance of any PID Bonds by the City:

1. The Developer will take all necessary steps to cause the Retail and Business Park areas to be separate tax parcels, including preparation of legal descriptions of each and the creation of an individual tax parcel ID as provided by the Hays County Appraisal District;

2. The Developer agrees to prepay, Special Assessments in the amount of $2,600,000 that are applicable to the Retail and Business Park parcels such that the resulting total Special Assessments outstanding for the Project do not exceed $19,500,000;

3. The prepayment as described in #2 above will be required to be paid by the Developer at the earlier date of i) the date of issuance of Additional PID Bonds beyond the Initial PID Bonds (“the Initial PID Bonds”) planned to be issued by December 31, 2018 or ii) August 31, 2022.

4. In the event the prepayment is not made, the outstanding Special Assessment amount will be reduced by $2,600,000 for all properties in the PID pro rata based on the amount of outstanding Special Assessment.

5. Any prepayments of Special Assessments made by the Developer which result in a direct reimbursement to the Developer will not count against the Maximum Net PID Bond Proceeds/Reimbursements identified in #7 above;
6. The Additional Special Assessments, together with the Initial Special Assessments, will be allocated among Parcels based on the estimated build out value of each Parcel as a pro-rata share of the total estimated build out value for the Project;

7. The Developer agrees to pay prior to, or co-terminus with, the Initial Bond Issue, the Annual Installment, which was due January 31, 2018, with any required penalties and interest associated with this Annual Installment being paid to the Developer;

8. The Developer agrees not to sell any additional land to unaffiliated third parties until all of the anticipated documentation described herein is completed and approved by the City;

9. The Developer agrees that the PID reimbursements will serve as collateral for the Trace Subdivision Improvement Agreements.

10. The Developer agrees not to accept any reimbursements or other funds from the PID until all of the anticipated documentation described herein is completed and approved by the City;

11. The updated SAP, an Assessment Order, an updated Assessment Roll and this Term Sheet will be presented to the City Council for approval on August 7, 2018;

12. The Amended and Restated Financing Agreement will be presented to the City Council for approval on August 21, 2018;

13. To the extent any provision in the Term Sheet conflicts with the existing PID documents including, but not limited to the PID Financing Agreement; the Term Sheet will control;

14. The provisions in this Term Sheet supersede any conflicting or inconsistent provision in the existing PID documents including, but not limited to, the PID Financing Agreement; and,

15. This Term Sheet will remain in place and in force until such time and date that an Amended and Restated Financing Agreement and Service Plan Update is approved and executed, as necessary, by the City and the Developer.

Approved by:

**CITY OF SAN MARCOS, TEXAS**

By: __________________________
Name: __________________________
Title: __________________________

**HIGHPOINTE TRACE, LLC,**
*a California limited liability company*

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

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

By: __________________________
Timothy D. England, SVP
TERM SHEET
SAN MARCOS, TX
TRACE
TRACE PUBLIC IMPROVEMENT DISTRICT
8/18/2015

The following limitations and performance standards shall apply to the Trace Public Improvement District ("PID") as agreed to by Highpointe Communities ("the Developer") and the City of San Marcos, Texas ("the City"):  

FINANCING CRITERIA

1. Maximum total indebtedness: $19,500,000
2. Maximum Authorized Improvements to be funded: $15,500,000
3. Maximum PID annual installment equivalent tax rate: $0.50
4. Minimum appraised value to lien ratio at date of each bond issue: 3:1
5. Maximum annual permitted increase in annual installments: 2.0%
6. Maximum years of capitalized interest for each bond issue: 1
7. Maturity for each series of bonds (to extent allowed by law): 30 years
8. The aggregate principal amount of bonds required to be issued shall not exceed an amount sufficient to fund: (i) the actual costs of the qualified public improvements (ii) required reserves and capitalized interest of not more than 12 months after the completion of construction and (iii) any costs of issuance. Provided, however that to the extent the law(s) which limit the period of capitalized interest to 12 months after completion of construction change, the foregoing limitation may be adjusted to reflect the law(s) in effect at the time of future Bond issuances.

PROJECT TIMETABLE

1. Construction Plans for the Public Improvements for the Residential Phase 1 Parcels (Planning Area 1 and portions of Planning Area 2, as shown on Exhibit B) of the Authorized Improvements shall be submitted to the City for review within nine months after City Council approval of the formation of the PID, subject to force majeure.
2. Authorized Improvements for the Residential Phase 1 shall be constructed within eighteen months of City approval of Public Improvements Construction Plans, subject to force majeure.

3. Construction Plans for the Public Improvements for the Multi-Family Parcels (Planning Areas 8 and 12, as shown on Exhibit B) of the Authorized Improvements shall be submitted to the City for review within nine months after City Council approval of the formation of the PID, subject to force majeure.

4. Authorized Improvements for the Multi-Family Parcels shall be constructed within eighteen months of City approval of Public Improvements Construction Plans, subject to force majeure.

5. Construction Plans for the Public Improvements for the Commercial Parcels (Planning Areas 3, 9, 10, and 11, as shown on Exhibit B) of the Authorized Improvements shall be submitted to the City for review within nine months after City Council approval of the formation of the PID, subject to force majeure.

6. Authorized Improvements for the Commercial Parcels shall be constructed within eighteen months of City approval of Public Improvements Construction Plans, subject to force majeure.

7. Construction Plans for the Water and Wastewater Public Improvements in the future Right of Way of Road Segment D for a portion of Residential Phase 2 Parcels that serve Planning Areas 7 and 13 as shown on Exhibit B of the Authorized Improvements that are to be constructed concurrent with the Residential Phase 1 Parcels shall be submitted to the City for review within nine months after City Council approval of the formation of the PID, subject to delays outside the control of the Developer.

8. Water and Wastewater Public Improvements for a portion of the Residential Phase 2 Parcels that are to be constructed concurrent with the Residential Phase 1 Parcels as described in #7 above shall be constructed within eighteen months of City approval of Public Improvements Construction Plans, subject to force majeure.

TERMS AND CONDITIONS

1. Authorized Improvements to be funded with the PID are provided in Exhibit C.

2. No PID bonds shall be issued without the approval by the City of a Service and Assessment Plan for the District.

3. No General Obligation or Certificate of Obligation bonds shall be utilized by the City to fund the PID.
4. The Appraiser preparing the appraisal required in connection with the PID Bonds shall be selected by the City in consultation with the Developer and all reasonable fees shall be paid by the Developer.

5. It is the intent of the Developer to request the issuance of at least three but no more than four PID bonds, with each bond issue permitted to include more than one series of bonds as allocated to a separate component of the Project, to provide the agreed upon reimbursements. However, the Developer retains the right to request the agreed upon reimbursements through additional PID Bond issues subject to the condition that the maximum cost of Authorized Improvements to be reimbursed shall not exceed the amount described in Financing Criteria #2.

6. The Developer and the City agree that each PID Bond issue shall be subject to approval by the City Council but that the terms outlined in this term sheet shall apply.

7. Special assessments on any given portion of the property may be adjusted in connection with subsequent bond issues as long as the maximum annual PID annual installment equivalent tax rate, as described in Financing Criteria #3, is not exceeded, and the special assessments are determined in accordance with the Service and Assessment Plan. Special assessments on any portion of the property shall bear a direct proportionate relationship to the special benefit of the Authorized Improvements to that improvement area.

8. The City shall not be obligated to provide funds for any Authorized Improvements except from the proceeds of the bonds; however, the City and the Developer may enter into an Oversize Participation Agreement under which the City will agree to fund the costs of additional public infrastructure.

9. Each PID Bond Indenture shall contain language precluding the City from making any debt service payments for the PID Bonds other than from available special assessment revenues.

10. The PID shall be responsible for payment of all of the City’s reasonable and customary costs and expenses including, but not limited to, administration, collection services and legal representation as necessary.

11. The Developer consents to the annexation to the City that portion of the Project currently located within the extraterritorial jurisdiction of the City.

12. It is agreed that the PID shall be exempt from any public bidding or other purchasing and procurement policies per Texas Local Government Code Section 252.022(a) (9) which states that a project is exempt from such policies if “paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements.”
13. No additional security or surety shall be provided by the Developer, or its assignees, for the construction of the Authorized Improvements beyond typical performance bond or other similar surety agreements for those costs not being funded by the PID bonds.

14. It is agreed that the Developer, or its subsequent assignees, shall be obligated to petition the City to dissolve the PID if no PID Bonds are issued within a period of ten (10) years from the date of the formation of the PID by the City Council.

15. It is agreed that all principal landowners shall provide any required continuing disclosure obligations associated with the issuance of PID Bonds as required under the Indenture or any other regulatory agreement or regulatory agency.

16. PID bonds shall be issued and Proceeds made available by the City upon request by the Developer immediately upon completion and acceptance by the City of the Authorized Improvements as described in the Project Timetable. Proceeds from the issuance of the PID bonds shall be used to reimburse the Developer for the costs to construct the Authorized Improvements. The planning and documentation of a PID bond issue shall begin no later than 120 days in advance of the expected completion date of the construction of the Authorized Improvements.

17. It is agreed that the authority to approve the placement of permanent art, monuments and or structures within the Project resides with the City Council, and that the Public Art Authorized Improvements shall be approved in accordance with the policy adopted under Resolution No. 2005-43.
AGENDA CAPTION:
Consider approval of Resolution 2018-130R, approving a contract with Veoride, Inc. for the provision of a Dockless Bike Share System as a part of a collaborative partnership between the City of San Marcos and Texas State University at no cost to the City; authorizing the City Manager or his designee to execute the appropriate documents on behalf of the City and declaring an effective date.

Meeting date: August 7, 2018

Department: CMO - Kevin Burke, Economic Development & Downtown Administrator

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

Fiscal Note:
Prior Council Action: Council held a discussion regarding dockless bike share services on September 5, 2017, and conducted a Work Session regarding a proposed Joint-RFP between the City and Texas State University on February 5, 2018.

City Council Strategic Initiative:
Community Partners

Comprehensive Plan Element (s):
☒ Economic Development - Opportunity created by Capital of University, Business, Civic, & Cultural Leaders
☐ Environment & Resource Protection
☐ Land Use
☐ Neighborhoods & Housing
☐ Parks, Public Spaces & Facilities
☒ Transportation - Multimodal transportaion network to improve accessibility and mobility, minimize congestion and reduce pollution
☐ Not Applicable
Background Information:
Council held a discussion regarding dockless bike share services on September 5, 2017, and conducted a Work Session regarding a proposed Joint-RFP between the City and Texas State University on February 5, 2018.

The joint Request for Proposal for a Dockless Bike Share System was issued in February, with responses due no later than March 6, 2018. Six private firms responded to the RFP, and were scored by a committee consisting of Texas State University and City of San Marcos staff.

The selection committee invited the two top-scoring respondents to make in-person presentations and provide a demonstration of their physical hardware (bikes) and software (apps). Based on the presentations, the committee chose VeoRide as the successful respondent, and Texas State University issued a “letter of intent to award contract” on June 6, 2018.

Due to differences in purchasing procedures, as well as differing legal and statutory requirements, the City and University negotiated separate contracts with VeoRide. While different in form, the two contracts are substantially similar with regard to content. The scope of service to be performed, as well as the expected deliverables, are identical. The City’s contract with VeoRide is attached. To promote transparency in this process, to educate the San Marcos community on the benefits of dockless bike share, and to establish clear service and performance expectations between the City and VeoRide, the contract incorporates the company’s original RFP response, as well as their presentation to the selection committee.

Should Council approve the contract on August 7th, VeoRide will initiate the production of customized bicycles form the manufacturer, and shipment of the initial allocation of 360 bicycles to San Marcos. Please find the VeoRide custom bicycle design rendering attached.

Based on the estimated production and shipping schedule, we anticipate a formal Dockless Bike Share System launch in late-August.
**File #:** Res. 2018-130R, **Version:** 1

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

N/A

**Alternatives:**

Take no action.

**Recommendation:**

Staff recommends approval.
RESOLUTION 2018- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING A CONTRACT WITH VEORIDE, INC. FOR THE PROVISION OF A DOCKLESS BIKE SHARE SYSTEM AS A PART OF A COLLABORATIVE PARTNERSHIP BETWEEN THE CITY OF SAN MARCOS AND TEXAS STATE UNIVERSITY AT NO COST TO THE CITY; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE 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 contract with Veoride, Inc. for the provision of a dockless bike share system as a part of a collaborative partnership between the City of San Marcos and Texas State University at no cost to the City is approved.

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

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

ADOPTED this the 7th day of August 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
THE CITY OF SAN MARCOS
SERVICES CONTRACT

This Agreement (this “Agreement”) is entered into by and between THE CITY OF SAN MARCOS, a municipality in the State of Texas ("CITY"), and VeoRide Inc, a company, whose address is 220 South Street, Ste. 202, West Lafayette, IN 47906 ("CONTRACTOR"), and is effective for all purposes as of the date of the last signature to this Agreement (“Effective Date”).

City and Contractor agree as follows:

1. Services. Contractor will perform the Services ("Services" or "Project") and provide deliverables ("Deliverables") set forth in Exhibit A, attached and incorporated for all purposes, to the satisfaction of City.

2. Term. The term ("Term") of this Agreement will commence on the Effective Date, and will continue for one year, with options to renew in one year increments for four additional years if both parties agree in writing, unless sooner terminated as provided herein.

WARRANTIES, TERMS, AND REPRESENTATIONS.

3. Compliance with Laws and Policy. Contractor warrants and agrees that Contractor will perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City’s Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs. For purposes of this Agreement, “Standard Terms and Conditions” means the Standard Terms and Conditions of the City of San Marcos (found at http://www.sanmarcostx.gov/DocumentCenter/Home/View/6608).

3.1 Contractor will obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, required for the performance of the Services.

4. Performance. Contractor represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement will be performed consistent with generally prevailing professional or industry standards.

5. Authority. Contractor represents and agrees that this Agreement reflects Contractor’s full and correct name and that Contractor is entering into this Agreement in an individual capacity/with authorization on behalf of the named entity.

6. Conflict of Interest. Contractor represents, and agrees that Contractor presently has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor’s performance of the Services hereunder. Contractor further warrants that no relationship or affiliation exists between Contractor and City that could be construed as a conflict of interest with regard to this Agreement.

7. Deliverables and use of Documents. All drawings, specifications, plans, computations, data, photographs, records, models, statements, reports, and other deliverables or materials prepared or produced by Contractor in connection with the Services (collectively, "Service Deliverables"), whether or not accepted or rejected by City, are the property of City and for its exclusive use and re-use at any time without further compensation and without any restrictions. Contractor will not sell, disclose, or obtain any other compensation for the Service Deliverables. Contractor will not use Service Deliverables in any manner for any other purpose without the express written consent of City.

8. Assignment. Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, without the express written consent of City. The benefits and burdens of this Agreement are assignable by City.

9. Force Majeure. Neither City nor Contractor will be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

10. Termination. City may terminate this Agreement in accordance with the Standard Terms and Conditions. Upon such termination, City will pay Contractor, at the rate set out in Exhibit A, for Services satisfactorily performed through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Contractor for any Services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.

11. Notice. Any notices required under this Agreement will be made in writing, postage prepaid to the following addresses, and will be deemed given up hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three days after deposit in the United States Mail:
IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the Effective Date written above:

CONTRACTOR:

_________________________  ________________
Signature                  Date

Bowen (Candice) Xie, VP Business Development
Print Full Name / Title (if not in individual capacity)

Departmental Approver:

_________________________  ________________
Kevin Burke, Economic Development Administrator
Print Name and Title        Signature                  Date

City

_________________________  ________________
Signature                  Date

Bert Lumbreras
Print Name

City Manager
Title
EXHIBIT “A”
SCOPE OF WORK

Services:

VeoRide provides a Dockless Bike Share system that consists of premium bicycles, smart-lock hardware, an intelligent application (app), sophisticated information management system and 24/7 operations, which comes at no cost to the City of San Marcos and Texas State University, encouraging healthy lifestyle choices and supporting access to jobs, economic development, and increased visits to activities. VeoRide will implement and operate an on-demand Dockless Bike Share system to provide a sustainable active transportation option for residents, students, faculty, staff, and visitors to the City of San Marcos. The system will incorporate information technology to operate shared fleets that may be rented from one location and returned to another location, providing a transportation alternative to motor vehicle trips for all members of the community.

The following Attachments are incorporated into this Agreement by reference. In the event of any discrepancy between Attachments and this Agreement, the terms and conditions of this Agreement shall prevail.

Attachment A - VeoRide Proposal to Provide Dockless Bike Share System, in response to City of San Marcos / Texas State University RFP #754-TXST-2018-RFP-142-TRANSPT, incorporated by reference
Attachment B - VeoRide: One-Stop Bike Share Solution presentation, incorporated by reference

Deliverables:

VeoRide has built the matrix below with performance indicators that best represents the service. VeoRide will maintain our fleets to be in an excellent state of cleanliness and repair, with a minimum of 90% of deployed bikes operable at any time. VeoRide will provide quarterly reports to the City, or on an ad hoc basis upon request by the City that includes, and is not limited to, the Performance indicators described in the following table.

<table>
<thead>
<tr>
<th>Performance indicator</th>
<th>Description</th>
<th>Measurement Tool</th>
<th>Minimum Performance Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobile application &amp; service support portal</td>
<td>VeoRide mobile application and service support system fully operational</td>
<td>Uptime reporting</td>
<td>99.5% uptime.</td>
</tr>
<tr>
<td>Bicycle Distribution</td>
<td>Maps identifying trends in peak bike distribution</td>
<td>Maps showing aggregate usage patterns, current distribution of bicycles, pick-up/drop-off locations heat map.</td>
<td>Fleet will focus on serving the city of San Marcos.</td>
</tr>
<tr>
<td>Bicycles in Service</td>
<td># of bikes in service</td>
<td>Daily uptime reports indicating number of bicycles in service, number of active riders, overall ride statistics, daily/weekly/monthly usage, rider trip data, safety reports for any crashes involving VeoRide bicycles, and customer feedback and comments.</td>
<td>Deploy and maintain a minimum of 350 bicycles in service in any calendar month during the term of service.</td>
</tr>
<tr>
<td>Customer Service</td>
<td>VeoRide provides 24/7 support for riders and the local community through a dedicated toll-free phone line, email address and in-app reporting system.</td>
<td>Response time relative to report logs.</td>
<td>Response time for reports of improper bike parking and bicycle maintenance issues shall be within two (2) hours during business hours between 8 am to 8 pm Monday through Friday except for State and Federal holidays. For any customer service reports outside of business hours, within two hours (2) of start of business hours.</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Physical Parking</td>
<td>VeoRide will work with the City to set up designated shared bike parking zones.</td>
<td>Number of removable painted designated parking locations installed.</td>
<td>Quarterly review of physical parking needs and opportunities.</td>
</tr>
<tr>
<td>Value Sharing</td>
<td>VeoRide will share 2.5% of all ridership revenue for trips originated within the service area with the City of San Marcos.</td>
<td>Daily uptime reports and daily/weekly/monthly usage and rider trip data.</td>
<td>2.5% of ridership revenue, distributed to the City on an annual basis.</td>
</tr>
</tbody>
</table>
Attachment A
VeoRide Proposal to Provide Dockless Bike Share System, in response to City of San Marcos / Texas State University RFP #754-TXST-2018-RFP-142-TRANSPT
PROPOSAL TO PROVIDE
DOCKLESS BIKE SHARE SYSTEM
RFP #754-TXST-2018-RFP-142-TRANSPT
DUE DATE: MARCH 23th 2018 5:00 PM (CST)

Contact Information:
Candice (Bowen) Xie
Co-Founder and VP Business Development of VeoRide Inc.
1281 Win Hentschel Blvd, West Lafayette, IN 47906
Phone: (765) 838-9861
Email: candice.xie@veoride.com
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Signed Execution of Offer

NOTE TO RESPONDENTS: **SUBMIT THIS ENTIRE SECTION WITH RESPONSE.** THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S STATEMENT OF QUALIFICATIONS PACKAGE. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE STATEMENT OF QUALIFICATIONS PACKAGE MAY RESULT IN REJECTION OF THE PROPOSAL. SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPOSAL OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT’S PROPOSAL, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT THE UNIVERSITY’S OPTION, MAY RESULT IN TERMINATION OF ANY AGREEMENT OR OTHER CONTRACTUAL ARRANGEMENT.

1.1 By signature hereon, Respondent acknowledges and agrees that (1) this Solicitation is a solicitation for Statements of Qualifications and Pricing and Delivery Proposals and is not a contract or an offer to contract; (2) the submission of Statements of Qualifications/Pricing and Delivery Proposals by Respondent in response to this Solicitation will not create a contract between the University and Respondent; (3) the University has made no representation or warranty, written or oral, that one or more contracts with the University will be awarded under this Solicitation; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent’s preparation of a response to this Solicitation.

1.2 By signature hereon, Respondent offers and agrees to furnish to the University products and/or services more particularly described in the Statement of Work and to comply with all terms and conditions and requirements set forth in the Solicitation documents and contained herein.

1.3 By signature hereon, Respondent affirms that he neither has given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Statement of Qualifications/Pricing and Delivery Proposal.
1.4 By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.

1.5 By signature hereon, the Respondent hereby certifies that neither the Respondent nor anyone acting on behalf of Respondent has violated the antitrust laws of this state, codified in Section 15.01, ET. seq., Texas Business and Commerce Code, or the Federal antitrust laws. Respondent further certifies that it has not communicated directly or indirectly the Statement of Qualifications submitted to any competitor or any other person engaged in a similar line of business.

1.6 By signature hereon, Respondent represents and warrants that:

1.6.1 Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of this Solicitation;

1.6.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to perform satisfactorily the terms, conditions and requirements of this Solicitation;

1.6.3 Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;

1.6.4 Respondent understands the requirements and specifications set forth in this Solicitation and the terms and conditions set forth in this Solicitation under which Respondent will be required to operate;

1.6.5 Respondent, if selected by the University, will maintain insurance as required by any Agreement or Contractual arrangement resulting from this Solicitation;

1.6.5.1 All statements, information and representations prepared and submitted in response to this Solicitation are current, complete, true, and accurate. Respondent acknowledges that the University will rely on such statements, information and representations in selecting the successful Respondent(s). If selected by the University as the successful Respondent(s), Respondent will notify the University immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.

1.7 By signature hereon, Respondent certifies that the individual signing this document and the documents made part of this Solicitation is authorized to sign such documents on behalf of the company and to bind the company under any Agreement or Contractual arrangement resulting from this Solicitation.

1.8 By signature hereon, Respondent certifies that if a Texas address is shown as the
address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in 34 TAC 20.32 (68).

1.9 By signature hereon, Respondent certifies as follows:

1.9.1 “Under Section 231.006, Texas Family Code, the Respondent certifies that the individual or business entity named in this Proposal or any Agreement or Contractual arrangement resulting from this Solicitation is not ineligible to receive the specified grant, loan, or payment and acknowledges that any Agreement or Contractual arrangement resulting from this Solicitation may be terminated and payment may be withheld if this certification is inaccurate.”

1.9.2 “Under Section 2155.004, Texas Government Code, the Respondent certifies that the individual or business entity named in this Proposal or any Agreement or Contractual arrangement resulting from this Solicitation is not ineligible to receive the specified Contract and acknowledges that any Agreement or Contractual arrangement resulting from this Solicitation may be terminated and payment withheld if this certification is inaccurate.”

1.10 By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of any Texas State University System component, or Respondent has not been an employee of any Texas State University System component within the immediate twelve (12) months prior to your Solicitation response. All such disclosures will be subject to administrative review and approval prior to the University entering into any Agreement or Contractual arrangement resulting from this Solicitation.

1.11 By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this Solicitation. (ref. Section 2155.004 Texas Government Code).

1.12 By signature hereon, Respondent represents and warrants that all articles and services quoted in response to this Solicitation meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.

1.13 By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

1.14 By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any Agreement or Contractual arrangement resulting from this Solicitation.
1.15 By signature hereon, Respondent agrees that any payments that may become due under any Agreement or Contractual arrangement resulting from this Solicitation will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.

1.16 By signature hereon, Respondent certifies that no member of the Board of Regents of The Texas State University System, or the Executive Officers of The Texas State University System or its component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of any Agreement or Contractual arrangement resulting from this Solicitation.

The Respondent must complete, sign and return this Execution of Offer as part of their Proposal submittal response. The Respondent’s company official(s) who are authorized to commit to such a submittal must sign submittals. Failure to sign and return this Execution of Offer will disqualify the submittal.

Respondent’s Company Name:  ___________ VeoRide, Inc.  
Respondent’s State of Texas Tax Account No.:  ___________ 82-1495778  
(If applicable, otherwise provide the Federal Identification Number)  
If a Corporation:  
  Respondent’s State of Incorporation:  ___________ Indiana  
Identify each person who owns at least 25% of the Respondent’s business entity by name:

Yanke (Edwin) Tan  ___________  Bowen (Candice) Xie  
(Name)  
(Name)  

ADDENDA: Receipt is hereby acknowledged of the following addenda to this Solicitation (initial if applicable).

No. 1
**AWARD AND COMMENCEMENT OF SERVICES:** The undersigned agrees to commence services after notification that the Respondent has been identified by the University as the successful Respondent with the “best value” Proposal, on or before the commencement date stated by the University in a Notice to Proceed. The University reserves the right to accept or reject any or all Statements of Qualifications, waive any informalities or minor technical inconsistencies, or delete any item/requirements from this Solicitation when deemed to be in the University’s best interest. Proposals shall be valid and not withdrawn for a period of ninety days from the date of opening.

**Having carefully examined all the requirements of this Solicitation, the proposed form of Contract, and any attachments to them, the undersigned proposes to furnish services as required for this Project.**

Submitted and Certified By:

<table>
<thead>
<tr>
<th>Candice (Bowen) Xie</th>
<th>VP Business Development of VeoRide Inc</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Respondent’s Name)</td>
<td>(Title)</td>
</tr>
<tr>
<td>1281 Win Hentschel Blvd.</td>
<td>(765) 838-9861</td>
</tr>
<tr>
<td>(Street Address)</td>
<td>(Telephone Number)</td>
</tr>
<tr>
<td>West Lafayette, IN 47906</td>
<td>(765) 463-3501</td>
</tr>
<tr>
<td>(City, State, Zip Code)</td>
<td>(Fax Number)</td>
</tr>
<tr>
<td>__________________________</td>
<td>__________________________</td>
</tr>
<tr>
<td>(Authorized Signature)</td>
<td>(Date)</td>
</tr>
<tr>
<td>__________________________</td>
<td>__________________________</td>
</tr>
<tr>
<td><a href="mailto:candice.xie@veoride.com">candice.xie@veoride.com</a></td>
<td></td>
</tr>
<tr>
<td>(Email address for Solicitation Notification)</td>
<td></td>
</tr>
</tbody>
</table>
Dear Melisse Shepherd,

On behalf of VeoRide, we would like to provide this proposal to provide a Public Bike Share Pilot Program for Texas State University (TXST) and the City of San Marcos (CoSM) as described in Request for Proposal (RFP) #754-TXST-2018-RFP-142-TRANSPT. We propose to pilot the Bike Share program in May 2018, with 350 smart bicycles and a full operations and maintenance team located in the TXST AND COSM area.

VeoRide is a smart and sustainable bike sharing company based in West Lafayette, Indiana. VeoRide designs and manufactures our own bicycles, hardware, and software system to provide a greener and healthier mode of urban transportation. We strive to build the best Bike Share experience that engages riders to enrich their communities. The VeoRide team is comprised of bike experts, urban planners, business professionals, energetic operators, and engineers with experience from a tech company, the bike industry, and the transportation sector.

We are proud to offer a scalable service that does not need any funding for program set-up or any other fees from the TXST and COSM. Our Bike Share service is self-sufficient from revenue collected from riders.

We have introduced our Dockless Bike Share system, which includes a better rider experience and a more adaptable operational model for the community.

VeoRide’s Dockless Bike Share system consists of premium bicycles, smart hardware, an intelligent application (app), a sophisticated information management system, and 24/7 operations. We offer four diverse types of bicycles to accommodate riders with all needs. In addition to our industry leading VeoRide “Green Bike”, we offer pedal assist bicycles, tricycles, and recumbent handcycles.

VeoRide is available for all students, residents, and visitors to the TXST and CoSM community, and they can use our single app across any location where VeoRide is available. Our bike rental fees are competitive within the industry and we offer exclusive discounts for students, as well as a discounted ridership program. Our system can accommodate those that do not have a credit card and those without mobile phones. We are confident VeoRide offers a Bike Share system for all to participate in, regardless of economic or physical limitations.

We are determined to consistently improve our technology and upgrade our service. Our technology makes it simple to expand capabilities and numbers of bicycles. VeoRide can expand or reduce designated shared bike parking areas quickly and easily to accommodate large crowds at major events.

VeoRide strives to hire our onsite staff from the local community and students’ organizations for maintenance, operational support, and rider outreach. This local staff will be the direct contact to VeoRide with the university and city contacts after the initial rollout. We are looking forward to a productive partnership with TXST and CoSM to customize and adopt a plan that fits the unique needs your community.
VeoRide first launched the Bike Share program in the city of West Lafayette with 160 bikes, serving a community with a population greater than 90,000. Today, we look forward to presenting our innovative, convenient, and intuitive Bike Share system to the TXST and CoSM community. We appreciate any feedback and look forward to hearing from you. The undersigned is the VeoRide authorized agent for the submission of this proposal. Thank you.

Sincerely,

Candice (Bowen) Xie
Co-Founder and VP Business Development of VeoRide Inc.
Phone: (765) 838-9861
Facsimile: (765) 463-3501
Email: candice.xie@veoride.com

VeoRide certifies that it has not lobbied any individual on behalf of this Solicitation for TXST AND COSM. In addition, it certifies that there is no potential, actual, or perceived conflict of interest.
Executive Summary

About VeoRide

VeoRide was formed by bicycle fanatics to share the joy of bike riding through our customer-centric Dockless Bike Share program. We have worked tirelessly to make the VeoRide system incredibly robust through the highest quality bicycles integrated with exceptional technology that presents the rider with a simple, three-second, scan-unlock-go checkout method. VeoRide works side-by-side with our partner community’s culture and unique characteristics to implement a comprehensive and adaptive Dockless Bike Share program tailored to the local needs, but also has the flexibility to evolve over time as those needs change. One of our biggest goals is to go above and beyond being a bicycle provider, and to integrate with the local community by encouraging healthy living, a more pedestrian friendly locality, cost-effective transportation, and the simple joy of riding a bicycle.

Why VeoRide

Smarter Operations Plan

There is a growing amount of excitement around bike share programs within the United States. There are many great examples of the positive impact that these installations have had on their host communities. However, there are also situations where the bike share programs have not lived up to their potential, such as pictures and stories from China showing mountains of bicycle debris.

Directly adopting lock-to model seems to solve the issue by requiring users to lock their bikes to a fixed object. But locking mechanisms (like a chain-lock or U-lock) cannot prevent the user from just locking the bikes to itself, meaning that the bikes can still end-up everywhere. More importantly, the lock-to mechanism might encourage users to lock their bikes to public property like a fence or even fire hydrants.

Instead of using a one-size-fits-all pre-determined solution, VeoRide’s planning, rollout, and operation methods rely on location-centric interactions and relationships. These relationships, combined with data-driven analysis, make sure that the bike share program fits with the community and becomes a beacon of success.

VeoRide’s smart and flexible implementations plan is flexible, in order to offer an optimal installation type for a given community, and after being installed, VeoRide works to constantly improve the user experience.

A typical installation might go as follows:

- **Step 1:** Implement free-floating Dockless Bike Share model with geo-fenced service boundary in the pilot program
- **Step 2:** Collect and review ridership data to learn the popular pick-up and drop-off locations
- **Step 3:** Implement virtual stations, no parking areas, and adjust geo-fenced service boundary according
- **Step 4:** Install appropriate amount of bike racks (if needed) to these locations to meet the user demand

Simply, some communities function optimally with a completely free-floating, dockless model. If this is found to be the case, then the pilot program remains in place as the operational model. But, if other operational processes are preferred, VeoRide can easily support those. In short, VeoRide works with the sponsoring agency to start with the least restrictive model and then iterate to find the optimal model for the users and the community.
Adaptability

VeoRide is the only bike share company that develops its own technology from idea to execution. Our solution includes bicycles, lock technology, mobile application, and operations. The entire process, from designing, to manufacturing, and the entire supply chain in between, gives VeoRide a range of adaptability that no other company can match.

The VeoRide system is not a one-size-fits-all approach. Due to different biking cultures, weather, terrain, and population, it’s not surprising that a program working well in one community may not function in another. Unlike our competitors using off-the-shelf bikes and licensed technology, VeoRide can adapt each deployment in a way that fits the culture and expectations of the local environment. Out of this thoughtful development process, we have added other distinctive features that we pride ourselves on:

- **Community Spirit Initiative:** Potential for community-customized colors and decals
- **Healthy Community:** Ride and earn credits to encourage healthy living with friends and neighbors
- **Local Revenue Sharing:** Cross-promotional incentives promote the local bike share program with a percentage of ridership fees being returned directly to the community

Best Quality in Class

VeoRide’s leadership team comes from the bicycle industry with several members of the Research & Development (R&D) team having worked in the bike industry for over 25 years. We have a strategic partnership with one of the largest bike manufacturers in the world to keep the highest quality available and consistent with every piece of equipment we produce. We are committed to building the best bike share company in the market to ensure our riders’ safety as well as offer a fantastic riding experience—our bikes are our pride and we promise a joyful experience to all that ride them.

As you read more about the unique VeoRide system, it is important to note a significant difference between VeoRide’s model and that of others in the market. There is a significant trend in bike share providers to simply lower the cost of their bikes so that they can dump as many bikes as possible onto the streets. Not only does this potentially create a huge mess in the city, but also becomes a safety concern for the riders. These low-cost ‘purchased’ bikes are often designed to be inferior quality, contain cheap components, and show limited resistance to wear and vandalism.

VeoRide’s bikes are designed and built to the highest standards and are more than 95% reclaimable at the end of their life. VeoRide will never compromise quality to save a couple of dollars at the expense of our community partners.
Figure - Many of our Competitors Provide Bicycles of Poor Quality That Fail
System Infrastructure and Technology

VeoRide’s Dockless Bike Share system consists of premium bicycles, smart hardware, an intelligent application (app), sophisticated information management system and 24/7 operations, which comes at zero cost for TXST and CoSM. VeoRide app allows real-time communication, so riders can track bicycle allocations, reserve available bicycles, complete transactions, check their riding history, submit feedback and participate in promotional activities, along with other features. Riders can pick up a bicycle from the closest bike rack or parking area as shown on the mobile app and return it to the nearest bicycle rack or parking area at their destination. Adaptive technologies and bicycles are available, and VeoRide will embark on this journey together with TXST and CoSM community to ensure the Dockless Bike hare program’s success.

The Bicycle

VeoRide’s flagship “green machine” is designed for comfort, accountability and accessibility. With this mission, the smart bicycle design incorporates a solar-powered wireless connection and a GPS-equipped locking mechanism.

For the rider’s safety, our design integrates a lighting system with a white headlight, a red tail-light and reflective wheel markings on all sides. The versatile frame has an adjustable seat post with recommended settings for various rider heights and is secured with anti-theft hardware. The bicycle has a modern design with a rust-resistant, all-aluminum alloy, bicycle frame embedded with smart technologies.

Our bicycle features the Shimano internal geared hub, tamper proof solid tires and an ultra-comfort saddle to maximize comfort and meet riders’ demands. The bicycle weighs only 32.2 pounds, making it easy for riders of all sizes to handle.

At VeoRide we work hard to stand apart from the competition. Below are a couple of ways that we shine:

<table>
<thead>
<tr>
<th></th>
<th><strong>VeoRide Bikes</strong></th>
<th><strong>Competitors’ Bikes</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Headset/Stem</td>
<td>Integrated headset with embedded RFID reader</td>
<td>Off-the-shelf headset without any technology</td>
</tr>
<tr>
<td>Hand Grips</td>
<td>Anti-theft hand grips</td>
<td>Flimsy hand grips that can easily come off or be removed/damaged</td>
</tr>
<tr>
<td>Bike Seat</td>
<td>Our silicon-molded bike saddle seat is formed as a whole piece, which offers an exceptional level of comfort and wear resistance</td>
<td>Regular bike saddle with covered pad that is glued or stitched to the form base. Disadvantages: (1) Covered pad could be peeled off (2) Once the pad is damaged, the form inside will be exposed and corroded</td>
</tr>
<tr>
<td><strong>Seat Post</strong></td>
<td><strong>Seat can be adjusted</strong> to fit users up to 6'5” to ride comfortably. Seat post is marked with common heights for quick adjustments.</td>
<td>Seat does not adjust high enough even for 6’2”</td>
</tr>
<tr>
<td>--------------</td>
<td>-------------------------------------------------</td>
<td>-------------------------------------------------</td>
</tr>
<tr>
<td><strong>Tire</strong></td>
<td>Rubber-like <em>solid tire with proprietary chemicals</em> for enhancing the riding experience</td>
<td>Regular solid tire with limited/no absorption for the vibration</td>
</tr>
<tr>
<td><strong>Cable routing</strong></td>
<td><em>Internal brake/shifting cable route from the handlebar to the rear brake/gear shifting hub</em></td>
<td>Cables are externally attached to frame, which are exposed to the elements and vandalism, leaving an eyesore.</td>
</tr>
<tr>
<td><strong>Spokes</strong></td>
<td>Reinforced and strengthened <em>stainless steel bike spokes</em></td>
<td>Traditional bike spokes which are more susceptible to breakage and rust</td>
</tr>
<tr>
<td><strong>Protection for brake and shifter</strong></td>
<td><em>Protective shield for brake</em>, and a shifter on the handlebar to protect the brake/shifter from being damaged when the bike is dropped or falls to the ground</td>
<td>Brake and shifter on the handlebar are exposed, and can be damaged by elements and drops or falls</td>
</tr>
<tr>
<td><strong>Safety Skirt Guard</strong></td>
<td><em>Safety skirt guard</em> designed to protect riders who wear long skirts from being jammed by spinning wheel</td>
<td>Most dockless bikes don’t have a skirt guard</td>
</tr>
</tbody>
</table>

*Table - Key Differences between VeoRide Bike 3.0 and Competitors’ Bikes*

**Product line**

Besides the standard pedal bike shown above, VeoRide offers a variety of products to TXST and CoSM including electric-assisted bikes, fat-tire bikes, and cargo bikes.

**Smart Commuter** is our flagship Dockless Bike Share electric-assisted bicycle (E-bike) which is designed for sweat-free pedaling, extreme durability, and the ultimate riding experience. The front-drive motor can assist user to pedal up to 18 miles per hour. Its embedded torque sensor enables the system to calculate how hard riders pedal so that the motor can output the exact power to assist the rider, such as when going uphill. Equipped with a large capacity lithium battery, the motor can run up to 68 miles on a single charge, and our operations team will swap the battery when it needs to be charged. Without relying on setting up any physical charging stations on the street, it will become a great add-on to our standard bike fleet and every user can access the bike using the same VeoRide mobile App.
RockPower is the first Fat Tire bike we will launch in this fall. VeoRide is the only company in the US to introduce a community shared fat tire bike. We are happy to bring it to TXST and CoSM, and share this exciting product with the community. By introducing diverse types of shared bikes, the bike share program can attract more people to use, not only for commuting from point A to point B, but also for riding for fun.

Manufacturer
Most importantly, VeoRide has a long-term relationship with one of the largest bicycle manufacturers in the world, XDS Bicycle, which supplies world-renowned brands such as Trek, GT, and Cannondale. Our well established relationship with XDS Bicycle ensures high-quality support for every model of VeoRide bicycles.

Testing
Through years of research in material science and advanced manufacturing, VeoRide’s bicycles are 25% lighter and sturdier than traditional bike share bicycles. VeoRide bicycles have undergone and passed the most stringent US bicycle tests to provide our partners and riders with peace of mind. SGS, the world's leading testing and certification company has certified that VeoRide bicycles meet the standards outlined in ISO 43.150, CPSIA,
16 CFR 1512, and ANSI Z315.1. We continue to innovate and upgrade our bicycle every two to three months so that our product continues to lead in the bike share industry.

**Sustainability**

VeoRide is committed to adopting sustainable approaches throughout the product life-cycle.

- 95% of the bicycle frame and components are reclaimable after the end of life.
- VeoRide is the **only** company in the bike share industry to utilize water-based painting technology to minimize environmental impact during the coating and painting process.
- Hire sustainability consultants to implement lifecycle assessments to evaluate environmental impact associated with the whole manufacturing process.
- Use of electric commercial vehicles, such as Nissan NV1500 Cargo Van, for daily operations to reduce carbon footprint

**Bike Customization**

A successful bike share program is aligned with the community’s values, which is explicitly expressed by its branding color and logos. With the goal of becoming a stunning part of the community, at no additional cost VeoRide provides fully-customized bike for the community to demonstrate its spirit and brand with VeoRide. Please find the specially customized bike below. The final design will be reviewed and approved by all related parties before mass production.
VeoRide is the **only** dockless bike share company that is willing to and able to customize bike color, decal, and graphics with the partner community, and all with a short lead time.

Branding assets can include:

1) Bike branding boards
2) Chainstay
3) Downtube
4) Fork
5) Front basket boards (outside)
6) Front basket instruction board
Shortest Lead Time for Fully-Customized bikes

VeoRide offers fully customized colors, graphics, decals, even components, but still has the shortest lead time in the Bike Share industry when building a Bike Share program with customized colors, graphics, decals, even components, for communities. The industry standard for bringing in a bike share program with such customized level (including customizing bike color, decal, and graphic) normally takes a vendor between 3-6 months. VeoRide typically only needs four weeks from contract award to bike system deployment.
The Smart Lock

Our lives are more and more connected to the internet, as consumers are investing in the Internet of Things (IoT). To embrace today's era of IoT, VeoRide's mission is to present an innovative and well-connected Bike Share service. By scanning the QR code label on the bicycle, riders quickly unlock the bicycle within three seconds without even having to touch any part of the bicycle. Our locking process doesn't need users to enter passwords on a keypad or use bulky traditional bicycle locks to secure the bicycle anymore. Instead, the smart lock only has one push button that allows riders to lock the bicycle securely and effortlessly to a bicycle rack or lock the bicycle to itself for dockless parking..

*Figure - The VeoRide Smart Lock is Easy to Lock, Stow and Operate*

<table>
<thead>
<tr>
<th>4G/LTE network</th>
<th>GPS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enable seamless communication between bikes and servers</td>
<td>Keep track the locations of each bike anytime</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Gyroscope Sensor</th>
<th>Battery</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detect bikes lying down on the street – Extremely useful for locating misplaced bikes</td>
<td>Guarantee the lock works functionally for over two months without any external charging</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bluetooth 4.0</th>
<th>Durability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enable stable wireless connection between mobile phone and the lock</td>
<td>Ensure functionality in any weather conditions, such as rain, ice, and temperature</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Accelerometer</th>
<th>RFID technology</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detect any abnormal movement and notify operations team timely</td>
<td>Allow users to unlock the bike simply with key fobs or RFID cards</td>
</tr>
</tbody>
</table>

*Figure - Well Integrated VeoRide Smart Lock*

The GPS and Cellular modules provide the geolocation of each VeoRide bicycle, so users can locate, track and
ride any bicycle on the map. The bicycle has chip-size accelerometers, magnetometers, and a micro-controller unit, which enable the system to update its status to the cloud anytime.

VeoRide also offers an option for the University and City to change to a smart lock with a heavy-duty security cable that allows user to lock the bike to a rack, if desired. The system requires users to complete two steps to finish their trips, firstly push the slider to lock the bike to itself, then attach the security cable to a bike rack. If such system were applied, it could increase the awareness of proper bike parking and provides additional security control on the bike fleet.
The Mobile Application

A user’s riding experience starts by downloading VeoRide’s mobile app from the Apple Store or Google Play on their smartphones, registering their accounts with phone number and email address (optional), and adding their payment information. Users can get access to our bike share system with only three steps (see the figure shown above). After registration, the App guides users through a simple onboarding process explaining how to use the system and how to park shared bikes properly.

Please see below to further explore the user experience and other functionalities:

VeoRide accepts major credit cards, debit cards, and cash payment to deposit funds into a User account. All VeoRide credit and debit card transactions are processed through Stripe, a validated Level 1 PCI DSS Compliant Service Provider that uses established data security and encryption methods.
Equity - System Availability for All Socio-Economic Levels of the Community

VeoRide strives for bringing affordable Dockless Bike Share service to everyone. We offer the solutions to community members who:

**Don’t have a bank account** - Users can set-up accounts with cash at a local VeoRide booth, or additionally the user can bill fees directly to their student account.

**Don’t have a smartphone** - Users can send text messages to our toll-free number with the bike ID number they would like to unlock. The system will unlock the bikes remotely for the users.

**Don’t have a phone** - Users can purchase the RFID cards/fobs online or from our local booth. They can simply unlock their bikes by scanning the RFID reader on the bike stems.

![Figure - A Sample VeoRide RFID Tag](image)

**Qualify for low-income individuals** - We provide monthly discounted riding package for qualified individuals at $4.99/month for unlimited 30-min bike rides. We also can provide local employment opportunities for individuals, and employees are able to ride VeoRide bikes for free. We are also willing to work with individual communities to decide what will work best for them.

Accessibility - System Availability for those with Physical Limitations

VeoRide is committed to making bike share accessible to everyone, including senior adults and people with disabilities. We are putting huge efforts in researching and developing adaptable bikes for different people with diverse needs. VeoRide can provide ADA accessible bikes for those with physical limitations and seamlessly integrate this equipment into the broader shared bikes system. We can provide side-by-side, tricycle and recumbent handcycles. Our deployment schedule for these types of bicycles are shown below.
<table>
<thead>
<tr>
<th>Type of Bike</th>
<th>Description</th>
<th>Deployment Timeframe</th>
<th>Availability</th>
<th>Number of bike in operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Side-By-Side</td>
<td>This product is designed for people who have difficulties in pedaling the bike.</td>
<td>Fall 2018</td>
<td>As requested</td>
<td>100 VeoRide bike to 1 VeoRide Side-by-side bike</td>
</tr>
<tr>
<td>Tricycle</td>
<td>This product is designed for people who have difficulties in balancing the bicycle.</td>
<td>Spring 2019</td>
<td>As requested</td>
<td>200 VeoRide Bike to 1 VeoRide Tricycle</td>
</tr>
<tr>
<td>Recumbent Handcycle</td>
<td>This product is specially designed for people who have physical limitation on the lower part of their body.</td>
<td>Spring 2019</td>
<td>As requested</td>
<td>200 VeoRide bike to 1 VeoRide Handcycle</td>
</tr>
</tbody>
</table>

*Table - VeoRide Offers Bicycles for All Riders Regardless of Physical Limitations*

**System Integration**

After VeoRide bike share program is introduced to the TXST and CoSM community, we would like to explore different opportunities to integrate our service with existing platforms and other local transit system, such as:

- **Integration with student ID**
  - Example: VeoRide App accepts payment through Texas State BobcatCard
- **Integration with Bus**
  - Example: VeoRide system integrates with Bobcat Shuttle to present bike locations through the Double Map mobile App
- **Integration with other alternative transportations**
  - Example: VeoRide partners with Texas State University ZipCar to offer an integrated ride-sharing platform

The higher goal for VeoRide is to support the TXST and CoSM communities by improving the public transit experience. We have dedicated engineering resources to support that mission. A bike sharing system is a crucial part of solving the last mile of transportation. We are willing to work with the University and community to further develop a seamless public transit network.
System Operations

Smart Operations

VeoRide has developed smart technologies for operations to maintain a clean, orderly and functioning Bike Share system,

Geo-fenced Area

VeoRide is one of the earliest adopters of geo-fencing technology. It enables our system to control the bike fleet within a defined service boundary. A user can even pick up a bike and ride it wherever they want outside the boundary, they just have to bring it back to the service area to lock the bike and end their trip until they bring it back to the service area. If the users insist on dropping the bike outside the geo-fenced boundary, the bike collecting fee will be applied to discourage them continuing to do so in the future. The same technology can be applied to set-up a controlled parking zone. For example, if you would like to keep users from parking their bikes around a stadium because of special events, we can create such boundary in the system. This is called a controlled parking zone. If such settings are applied, then users won’t be able to drop their bike off in this area. If they do choose to leave the bike there, they will have to pay an additional fee.

Virtual Stations

If the TXST and CoSM would like to further control the bike fleet without having a free-floating model, we have developed a technology to offer the option to set up such virtual stations, which means the users have to return the bikes to certain locations in order to end their trip.

Our planning team has developed the map below to suggest initial placement for said virtual stations. These are not required locations, but a recommendation, and we would talk to TXST and CoSM before finalizing these locations. Besides setting up the virtual stations, we would also place clear signage or add additional bike racks at these locations, all at no cost to the community partner.

Figure - Proposed Initial Geo-fenced service boundary on TXST and CoSM community
As for parking area placement, VeoRide will work with the University to set-up designated shared bike parking.
zones, in order to:

1. Prevent bikes being parked inappropriately on campus
2. Save parking space for the existing bike racks
3. Promote responsible bike parking
4. Regulate street parking

**Sensor that can detect bikes lying on the street**

One of the major concerns for a community looking to implement a dockless bike share program is bikes laying down and blocking sidewalks and walkways. Our engineering team has developed a new sensor used in our smart lock. This sensor is able to detect whether the bike is standing upright or lying down. If the bike is lying down, the system will automatically label the bike in red (as the figure shown below) and inform our fleet technicians. Results from testing this feature show that implementing such technology can tremendously improve street parking for our bike fleet and make operations much more efficient.

![Figure - Screenshot of our management system indicating the bikes that need to be re-parked](image)

**Physical parking equipment**

As for parking area placement, VeoRide will work with the University to set-up designated shared bike parking zone, in order to:

1. Create additional bike parking spots in popular drop-off locations
2. Save parking space for the existing bike racks
3. Promote and educate users to park their bikes responsibly
4. Easier for users to find and pick-up bikes

VeoRide offers **two options** to install a designated bike parking zone:

- **Option 1**: Removable painted designated parking locations
- **Option 2**: Standard bike racks with clear bike parking signage

Both of these two parking approaches are very modular and flexible to install. We can work with the City and University to ensure the product compliance with local guide.
Daily Operations Protocol by Local Staff

<table>
<thead>
<tr>
<th>Time</th>
<th>Task</th>
<th>Responsible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Early Morning</td>
<td>Conduct a full sweep of the service area to re-park misplaced bikes, and re-distribute bikes idle for more than one week</td>
<td>Fleet Technicians</td>
</tr>
<tr>
<td>Working Hours</td>
<td>Response to customers/community complaints and address the issues</td>
<td>Fleet Technicians</td>
</tr>
<tr>
<td>Late Afternoon</td>
<td>Maintain bikes on-site, and bring broken bikes back to the facility</td>
<td>Certified Mechanics</td>
</tr>
<tr>
<td>End of the day</td>
<td>Analyze bike distribution data and arrange re-distribution plan for the next day</td>
<td>General Manager</td>
</tr>
</tbody>
</table>
**Redistribution**

VeoRide is committed to working with TXST and CoSM to maintain a clean, orderly and functioning Bike Share system. In case VeoRide is notified through one of our communications platforms of safety concerns or an over-concentration of bicycles, we will relocate the bikes within two hours.

VeoRide operations team will also re-balance bike fleets once or twice a day depending on the bike distribution. Based on our studies the number of bicycles that will need to be redistributed daily is approximately 5% of the system size.

“Lucky Bike” is another feature that we utilize to incentivize user to re-balance the bike. If a bike were marked as a lucky bike, the user who rides the lucky bike to the designated drop-off zone can earn free riding coupons. This feature is able to decrease our bike pickup rate by roughly 15%.

Based on our previous operating experience, VeoRide uses the redistribution protocol for TXST and CoSM community listed below:

<table>
<thead>
<tr>
<th>Action Item 1</th>
<th>Action Item 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bikes are reported to block sidewalk, fire exits, ADA ramps, or automotive parking spots</td>
<td>Operations team will remove the bikes within two hours</td>
</tr>
<tr>
<td>Bikes located far away from service area</td>
<td>Operations team will move the bikes to popular pick-up areas.</td>
</tr>
<tr>
<td>Bikes idle for over 48 hours</td>
<td>Bike will be set as Lucky bike.</td>
</tr>
<tr>
<td>Bikes idle for over 96 hours</td>
<td>Bike will be marked as “idle” bike on the fleet management portal</td>
</tr>
<tr>
<td>Bikes aggregated in one area</td>
<td>50% of bikes will be set as Lucky Bike.</td>
</tr>
</tbody>
</table>

*Table - Our Bike Re-Balance System Ensures Consistent Availability of Bicycles*

VeoRide operations team will re-balance bike fleets once or twice a day depending on the bike distribution. Based on our studies the number of bicycles that will need to be redistributed daily is approximately 5% of the system size.

Within the app riders have the option of reporting misplaced bicycles. After they submit the report, the geo-location of the bike will be sent to our operations team to re-park the bike properly. Once verified, riders who submit the report can receive coupons as a reward. In the meantime, the system will automatically track the last riders and link it to our internal parking credit system. Riders with low parking credits will be temporarily suspended.

**Maintenance**

To provide more green jobs locally, VeoRide hires experienced bicycle maintenance professionals from the local community. We will also partner with local bicycle shops (e.g. The Bike Cave, The Hub Cyclery) to conduct bicycle maintenance offsite on a regular basis. Our programs strive to establish relationships with disadvantaged businesses and we commit to working with these local businesses. We offer maintenance staff detailed technical training on product knowledge base, bicycle assembly, component repair, and adjustment.
**Maintenance software:** VeoRide’s web-based tools manage all bicycle repair and inspection schedules, which are monitored in real-time by VeoRide’s local General Manager and mechanics. All bicycle maintenance and inspections records will be documented, including detailed maintenance reports, status of the maintenance reports, maintenance history logs, and upcoming inspection schedules.

<table>
<thead>
<tr>
<th>Maintenance &amp; Operations</th>
<th>Schedule</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patrol for inappropriate bike parking</td>
<td>Daily</td>
<td>On-Site</td>
</tr>
<tr>
<td>Visual Walk-around for any obvious immediate issue</td>
<td>Daily</td>
<td>On-site</td>
</tr>
<tr>
<td>Bicycle Inspection</td>
<td>Daily / Weekly</td>
<td>On-Site</td>
</tr>
<tr>
<td>Prevention Maintenance and Tune-Ups</td>
<td>Quarterly</td>
<td>Facility</td>
</tr>
<tr>
<td>Clean-up Alert or Notification</td>
<td>As needed</td>
<td>On-Site</td>
</tr>
<tr>
<td>Address Repair Upon Notification</td>
<td>As needed</td>
<td>On-Site</td>
</tr>
<tr>
<td>Replacement Parts and Bicycles</td>
<td>As needed</td>
<td>Facility</td>
</tr>
<tr>
<td>Web and Mobile Updates</td>
<td>On-Going</td>
<td>Wireless</td>
</tr>
<tr>
<td>Mount bicycle and test front and rear brake levers to ensure their functionality</td>
<td>Daily / Weekly</td>
<td>On-Site / Facility</td>
</tr>
<tr>
<td>Inspect chain drive for proper functioning and lubrication</td>
<td>Daily / Weekly</td>
<td>On-Site / Facility</td>
</tr>
<tr>
<td>Inspecting handlebar for proper centering and tightness</td>
<td>Daily / Weekly</td>
<td>On-Site / Facility</td>
</tr>
<tr>
<td>Inspecting brakes for excessive wear and ensure proper working order</td>
<td>Weekly</td>
<td>On-Site / Facility</td>
</tr>
<tr>
<td>Spin front and rear wheels to check for rubbing and wobbling</td>
<td>Daily/Weekly</td>
<td>On-site/Facility</td>
</tr>
<tr>
<td>Dismount bicycle and lift rear wheel to test crankshaft and chain for smooth operation</td>
<td>Daily/Weekly</td>
<td>On-site/Facility</td>
</tr>
<tr>
<td>Check seat tightness and seat quick release</td>
<td>Daily / Weekly</td>
<td>On-Site / Facility</td>
</tr>
<tr>
<td>Ensure hand grips are secure</td>
<td>Daily / Weekly</td>
<td>On-site</td>
</tr>
<tr>
<td>Inspect shifters for proper functioning</td>
<td>Daily / Weekly</td>
<td>On-Site / Facility</td>
</tr>
<tr>
<td>Check basket and solar panel for loose or broken components</td>
<td>Daily / Weekly</td>
<td>On-Site / Facility</td>
</tr>
<tr>
<td>Inspect headlight and taillight working condition</td>
<td>Daily / Weekly</td>
<td>On-Site / Facility</td>
</tr>
<tr>
<td>Test locking/unlocking mechanism using mobile application</td>
<td>Daily / Weekly</td>
<td>On-Site / Facility</td>
</tr>
<tr>
<td>Ensure accessories such as basket, bell, and advertising components are properly attached</td>
<td>Weekly</td>
<td>On-site/Facility</td>
</tr>
<tr>
<td>Test kickstand for proper function</td>
<td>Daily/Weekly</td>
<td>On-site</td>
</tr>
<tr>
<td>Clean all visible dirt on the bike</td>
<td>Weekly</td>
<td>On-Site / Facility</td>
</tr>
<tr>
<td>Check frame for damage, cracks, and dents</td>
<td>Weekly</td>
<td>On-Site / Facility</td>
</tr>
</tbody>
</table>

*Table - Our Preventive Maintenance Plan Ensures that Performance Indicators are Achieved*

**Maintenance protocol:** Preventative maintenance involves performing equipment inspections according to the Bicycle Inspection Checklist and includes a set of minor tasks that are performed regularly on bicycles that are otherwise in rideable conditions.
For off-site maintenance, our operation patrol team picks up damaged bicycles and sends them to our partner bicycle shops. Once the damaged bicycles are fully repaired, we re-distribute them once they have passed our detailed inspections. To ensure our bicycles always provide the best riding experience, our maintenance service also offers the following benefits:

1. Comprehensive 35-point maintenance checks monthly for every bicycle.
2. Immediate remote disabling of damaged bicycles and label for maintenance.
3. Provide simple online user manuals so cyclists can tune and adjust the bicycles as they need.
4. Daily visual inspection of our bicycles.
5. Document each bicycle’s maintenance history and analyze product service data in our system.

**Emergency Events**

VeoRide’s equipment is designed to withstand emergency events. Since the locking and communications technology are located on the bicycle itself, VeoRide can easily locate and quickly remove bicycles. Given sufficient time, VeoRide’s operations team will bring as much of the fleet as possible to safer locations either to the warehouse or higher ground. VeoRide can customize our Standard Operations Procedure and Emergency Preparedness Plan with local stakeholders to make sure all local concerns are addressed.

**Customer Service**

VeoRide provides a dedicated toll-free phone line, email address and in-App reporting system for 24/7 service supporting our riders and the local community. Riders can find contact information in the App or on the bicycle.

Urgent matters will be addressed by local operations team within two hours between 8:00 AM and 8:00 PM (CST) every day, except for State and Federal holidays. Best efforts will be made after 8 PM with all issues addressed the following day. The University will have access to the personal phone numbers of the leadership team and the local team. We will happily work with TXST and CoSM community to maintain and improve responsiveness to parking and safety issues.

VeoRide is also able to directly communicate and follow up with riders in their in-app mailbox. The message can be sent to an individual, a group of people, or the entire network. This push notification feature can also be used to send messages from the community that are provided to VeoRide.
Data Management and Reporting

With a goal to integrate the Dockless Bike Share system to the community, ensure the best quality of service, and help our community partner to identify opportunities to improve infrastructure, VeoRide will provide a quarterly report, or on an ad hoc basis upon request that includes:

- Number of rides, including overall and daily bicycle usage
- Total biking miles, calories burnt, and carbon emission reduced by current bike network
- Number of bicycles in service
- Number of active riders
- Pick-up/Drop-off locations heat map
- Safety reports for any crashes involving VeoRide bicycles
- Customer feedbacks and comments
- Current distribution of bicycles
Data Tracking Dashboard

VeoRide provides powerful tools to help operators manage the bicycle fleet, rider’s data, and maintenance/operations. Administrators and operators can track all bikes, users, transactions, maintenance, and system usage through the powerful management tool.

The following screenshots are actual system displays from our operational Bike Share system in West Lafayette, IN.

Figure - Example of Data Reporting That will be Shared

Bike Distribution Map
Real-time view and bike distribution management, along with status, and locations

User Management
Manage user profiles, account balance, ride history, and direct communications
Report Ticket System

Operators can create, track, manage and resolve maintenance and customer issues

Ridership Dashboard

Real-time tracking of ridership, number of users, bikes, and activities
**VeoRide Pricing**

The VeoRide bike share program will not require any upfront cost or annual fees from the University to set up, operate, and expand the bike share program. VeoRide will be responsible for all costs for the deployment, operation, maintenance, and recycling.

VeoRide is able to provide excellent pricing to riders for the use of Bike Share bicycle with a flat rate mode of $0.50 every 15 minutes. There is no overage fee, the fee is $0.50 for each additional 15-minute period of use. For example, if a user rides a VeoRide bike for 30 minutes, the fee would be one dollar. And there is no deposit needed for riders to use the Bike Share program. As an alternative, riders can pay for unlimited rides per the schedule below:

**The membership fee for residents is listed below:**

- Monthly Package $25.99
- Yearly Package $99.99

**Discounted membership fee offered for TXST students:**

- Monthly Package $13.99
- Yearly Package $48.99

**Discounted membership fee offered for qualified low-income individuals:**

- Monthly Package $4.99
- Yearly Package $28.99

**The First Week Preview:** All registered campus users get free VeoRide rides under 15 minutes.

**New User Promotion:** After the first launching week, VeoRide will provide five free rides to all new registered campus users.

**Bulk purchase:** If TXST and CoSM or other entities would like a bulk purchase of memberships, VeoRide will provide discount according to the amount purchased:

- 100 – 499 memberships: 10% off
- 500 – 999 memberships: 12% off
- 1000 – 2000 memberships: 15% off
Marketing and Optional Sponsorship Opportunities

Marketing and Communication

VeoRide loves cycling. Beyond just bringing a dockless Bike Share system to TXST AND COSM, we want to express our huge passion for cycling to people and invite them to enjoy a wonderful outdoor experience. We shoulder the responsibility to educate our customers and bring more people to the cycling world. We would like to collaborate with the community with a variety of activities to promote the bike share program and increase visibility of a community’s progressive culture.

Riding Promotion: A good beginning is half of success. In order to encourage more community members to use the service, VeoRide offers two-week free ride to the entire community upon launch. After the launch period, new users can get five free rides when they register, and users can get three free coupons every time they refer a friend to sign up for VeoRide account. The referees can also get three free coupons when using a reference promotion code from existing users.

Parent Care Package: Care packages offer a way to send some favorite goodies for the student to take with them to the University. A VeoRide membership can be included in the Care Package and sent to students. In this way, new students are encouraged not to bring their own bike to campus since VeoRide bike share program on campus is affordable, convenient, and accountable.
Healthy-Life Incentive Plan: Riding VeoRide and earning credits to lower employees and employers’ health care insurance cost. For example, VeoRide is working with the Kansas Department of Health to utilize VeoRide’s ride tracking technology to help employees track their fitness data so to earn points for the HealthQuest Rewards Program.

Community Events: VeoRide sponsors local events and activities to get more people to learn about the Dockless Bike Share service.

On-site Promotion: Setting up a promotional booth at campus and community events to demonstrate how to use the system and hand out free riding coupons to attract people to try VeoRide.

Social Media Channel: Paid digital marketing campaign via different social media channels, e.g. Facebook, Instagram, Snapchat etc. Blog on social media to educate and encourage people to ride safely with VeoRide.

Press Channel: Collaborating with the University and the city to promote the value of bike share program by local, regional, and national press releases and featured stories.

Signage on Bike: In the community, VeoRide’s stunning and highly-visible bikes are the most effective form of marketing to attract new users. Every bike basket has an instruction board to demonstrate where to download the VeoRide app, how to use the system, and where to park the bike properly.

App and Website: VeoRide App and website contain rider’s education information and instructions for the system. We can also send messages or push notification to riders in the app to meet the community’s needs.

Student Ambassadors: VeoRide provides students with part-time employment or paid internship opportunities to gain leadership and hands-on working experience. Student ambassadors from different campuses will have regular meetings together to share best practices across the nation.

Campus/City Tour: VeoRide can collaborate with the University and City Visitor Centers by arranging tours for visitors or prospective students to bike around campus or the city. Reservations can be made five business days in advance.

Department/Company Ride: VeoRide provides group biking reservations for lunchtime exercise and group building activities etc.
Optional Partnership and Sponsorship Opportunities

VeoRide Bike Share program will primarily be funded by VeoRide with no set-up fees or annual fees required from the community. However, if approved by TXST and CoSM, VeoRide may choose to partner with local businesses or organizations on a rolling basis to promote the bike share program in the community. VeoRide can customize bikes according to sponsor’s needs and share **20% of the sponsorship fees** with TXST and CoSM.

Sponsorship opportunities can be offered in the following formats:

- **Title sponsorship**: Sponsors can brand the bike share program and brand all the assets of the bike share program including its color, assets, and message.
- **Presenting sponsorship**: Sponsors get the opportunity to purchase either system-wide or a portion of the system’s logo placement on the bike or mobile App.

---

**Friends & Family Event**

@ All registered VeoRiders with love 🖤

**FREE admission** with an active VeoRide account

Limited 100 spots.

Location: West Lafayette Riverside Skating Center

Time: Feb. 17th Saturday

10:30 pm - 12 am
**Project Understanding & Approach Proposal**

**Pre-launch Implementation:**

The VeoRide Bike Share program can be fully deployed and ready for use around four weeks of signing the agreement. The program is composed of four phases: Program Design, Program Development, Bike Production & Logistics and System Deployment. Each of the four phases has distinct project deliverables that lead to a fully operational Smart Bike Share System.

**Program Development:**

- Work with TXST and CoSM to obtain approval of the overall plan for program implementation
- Recruit and train local employees
- Setup maintenance facility/workstation
- Pre-launch meetings and discussions
- Marketing campaign and rider education event planning

**Program Design:**

- Customized bike design
- Select designated parking area
- Designated parking area design
- Marketing material preparation

**Bike Production & Logistics:**

- Bike ass production
- Bike shipment
- Service parts shipment
- Warehouse & inventory setup

**System Deployment:**

- Field deployment
- Launch campaign
- Marketing events

**Phased Implementation of the Program:**

The size and timing of each phase are flexible depending on discussions with the University and City. We recommend the following implementation plans for each phase.

Phase I (Pilot Program) May 2018 – Deploy 350 standard bikes covering the entire TXST campus and CoSM downtown. Deploy 50 standard bikes to TXST Round Rock Campus.

Phase II (Full Launch), Fall 2018 – Deploy additional 350 standard bikes and 50 electric-assisted bikes to cover a larger area of the CoSM community.
Phase III (Program Expansion), Spring 2019 – Deploy additional 500 bikes and additional 50 electric-assisted bikes based on the riding data and feedback collected from the previous operating period.

<table>
<thead>
<tr>
<th>Phase</th>
<th>Number of Standard Bikes in Operations</th>
<th>Number of E-Bikes in Operations</th>
<th>Launch Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase I</td>
<td>350</td>
<td>N/A</td>
<td>May 2018</td>
</tr>
<tr>
<td>Phase II</td>
<td>700</td>
<td>50</td>
<td>Fall 2018</td>
</tr>
<tr>
<td>Phase III</td>
<td>1,200</td>
<td>100</td>
<td>Spring 2019</td>
</tr>
</tbody>
</table>

*Figure - Example of Bike Share Phased service area for TXST and CoSM community*
Project Personnel and Organization Chart

VeoRide is dedicated to hiring local and passionate cycling and transportation advocates or students who have knowledge and experience working in cycling, transit, operations management, and with various niche communities across TXST and CoSM. While getting support from our central team, the VeoRide San Marcos team will be hired and trained locally to service this bike share program. The local team members include:

<table>
<thead>
<tr>
<th>Position</th>
<th>Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Manager (GM)</td>
<td>A full-time professional hired locally who will be the main point-of-contact for TXST and CoSM. Responsibilities include:</td>
</tr>
<tr>
<td></td>
<td>● Day-to-day operations</td>
</tr>
<tr>
<td></td>
<td>● Fleet staff management</td>
</tr>
<tr>
<td></td>
<td>● Facilities management</td>
</tr>
<tr>
<td></td>
<td>● Field operations management</td>
</tr>
<tr>
<td></td>
<td>● Physical assets management</td>
</tr>
<tr>
<td></td>
<td>● User-issues troubleshooting</td>
</tr>
<tr>
<td></td>
<td>● Liaison with Stakeholders</td>
</tr>
<tr>
<td></td>
<td>● Staffing</td>
</tr>
<tr>
<td></td>
<td>● Interface with the Public</td>
</tr>
<tr>
<td>Program Ambassadors</td>
<td>Local resident or student whose key responsibilities include:</td>
</tr>
<tr>
<td></td>
<td>● Interacting with the Public</td>
</tr>
<tr>
<td></td>
<td>● Events and Conferences</td>
</tr>
<tr>
<td></td>
<td>● Customer Service Support</td>
</tr>
<tr>
<td></td>
<td>● Community Outreach</td>
</tr>
<tr>
<td></td>
<td>● Interface with the Public</td>
</tr>
<tr>
<td>Fleet Technicians</td>
<td>Local residents or students whose key responsibilities include:</td>
</tr>
<tr>
<td></td>
<td>● Rebalancing</td>
</tr>
<tr>
<td></td>
<td>● Collect damaged bikes</td>
</tr>
<tr>
<td></td>
<td>● Re-park misplaced bikes</td>
</tr>
<tr>
<td></td>
<td>● Preventive Maintenance checks</td>
</tr>
<tr>
<td>Mechanics</td>
<td>Local residents or students whose key responsibilities include:</td>
</tr>
<tr>
<td></td>
<td>● Maintenance</td>
</tr>
<tr>
<td></td>
<td>● Repair</td>
</tr>
</tbody>
</table>
Figure – The Local CoSM and TXST VeoRide Organization is supported by our Central Team

The table lists the VeoRide key personnel for this Bike Share project with TXST and CoSM.

<table>
<thead>
<tr>
<th>Role of Key Personnel</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>VP of Sales and Marketing</td>
<td>Phil Hallstedt</td>
</tr>
<tr>
<td>VP of Business Development</td>
<td>Candice Xie</td>
</tr>
<tr>
<td>Head of Strategic Relations</td>
<td>Keith Williams</td>
</tr>
<tr>
<td>Head of Engineering</td>
<td>Edwin Tan</td>
</tr>
<tr>
<td>Director of People Operations</td>
<td>James Valadez</td>
</tr>
<tr>
<td>Director of Customer Success</td>
<td>Jordan Allen</td>
</tr>
<tr>
<td>Operations and Logistics Manager</td>
<td>Troy Seymour</td>
</tr>
<tr>
<td>Field Marketing Manager</td>
<td>Maria Welch</td>
</tr>
<tr>
<td>Technical Support</td>
<td>Frank Lin</td>
</tr>
</tbody>
</table>

Figure - VeoRide List of Key Personnel that Ensure Project Success
**Candice Xie**, Vice President of Business Development, leads VeoRide to advance and react to a dynamic regulatory environment and seek paths toward efficient and effective expansion by effectively communicating the values of our service to target communities and markets. Prior to VeoRide, Candice worked at Schneider Electric as Finance Advanced Development Program Associate in North American Financial Planning and Analysis team. Prior to Schneider Electric, she worked in Bank of China and MassMutual Financial Group. She graduated with distinction from Purdue University with a BS in Finance.

**Edwin Tan**, Head of Engineering of VeoRide, has extensive experience in bike industry and Internet of Things (IoT) throughout his career. Formerly, he was the Mechanical Engineer for Trek Bicycle and the Design Consultant for a Fortune 50 company. He earned his master degree in School of Mechanical Engineering at Purdue University. He has published research papers on top international conferences related to Bike Safety and Human-centered design for cyclists. Edwin has strong industry experience and deep understanding of bicycle design, manufacturing, and supply chain.

**Keith Williams**, Head of Strategic Relations, comes to VeoRide after 10+ year career in entrepreneurship. Keith has been involved in technical arena, many levels of management including marketing strategy and implementation of an East coast based electronic filter manufacturer as well as a Midwest located biotechnology company and even beyond into the social media/mobile app world of the music industry. Keith is a Purdue Krannert MBA in December of 2012, and a Masters in International Business from CEU Business School in Budapest Hungary in June 2013.

**Charles Yu**, Advisor of VeoRide, has considerable experience in high tech industry and has worked in Silicon Valley and China. Charles has been advising companies and startups in all aspects of business and operations including business model development, product development, go to market strategy and partnership strategy. Charles received MSEE in Electrical and Computer Engineering from Purdue University and Executive MBA from the Wharton School of University of Pennsylvania.

**James Valadez**, Director of People Operations, brings operations and talent and people management experience that is highly metrics and execution driven. A graduate of Dartmouth College (AB) and Purdue’s Krannert School of Management (MBA) he has created and scaled teams and processes in fast paced and dynamic warehouses as an executive for McMaster-Carr Supply Company, a premier distributor of industrial supplies. As an early hire and Chief People leader for Fooda, a food technology company, he grew and scaled startup teams in multiple U.S. markets and helped the executive team lead a $10M Series A funding round.
**Insurance and Indemnification**

VeoRide holds industry standard insurance, worker compensation coverage, and automobile insurance and will maintain it for the life of the contract. The insurance endorsements will be in accordance with terms and requirements of the RFP. VeoRide will present insurance certificates of insurance prior to the start of program launch to the University and the City with proper endorsements.

VeoRide will indemnify and save harmless the University and City from any and all losses, costs, damages, liability and expenses, including reasonable attorney fees, arising out of or in conjunction with claims or suits for damage to property and/or injury to persons, including VeoRide employees and all sub-contractor’s employees at any tier, including death, alleged or claimed to have been caused by or through the performance of the work or operations incidental to the work by VeoRide, its agents or employees, or by its subcontractors of any tier, their agents or employees, whether through negligence or willful act; and the vendor shall, at the request of University and/or City, undertake to investigate and defend any and all such claims or suits against University and/or City.
# Professional References

## Reference #1

<table>
<thead>
<tr>
<th>Service Provided</th>
<th>Bike Share Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Service</td>
<td>10/25/2017</td>
</tr>
<tr>
<td>University Organization</td>
<td>City of West Lafayette, IN</td>
</tr>
<tr>
<td>Contact Name, Title, Phone and e-mail</td>
<td>Mayor John R. Dennis, Mayor of the City of West Lafayette, (765) 775-5103, <a href="mailto:mayor@westlafayette.in.gov">mayor@westlafayette.in.gov</a></td>
</tr>
</tbody>
</table>

## Reference #2

<table>
<thead>
<tr>
<th>Service Provided</th>
<th>Bike Share Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Service</td>
<td>09/01/2017</td>
</tr>
<tr>
<td>University Organization</td>
<td>Purdue Research Foundation</td>
</tr>
<tr>
<td>Contact Name, Title, Phone and e-mail</td>
<td>Greg Deason, Senior Vice President and Director of Innovation and Entrepreneurship, (765) 479-0807, <a href="mailto:gwdeason@prf.org">gwdeason@prf.org</a></td>
</tr>
</tbody>
</table>

## Reference #3

<table>
<thead>
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<th>Service Provided</th>
<th>Bike Share Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Service</td>
<td>09/01/2017</td>
</tr>
<tr>
<td>University Organization</td>
<td>Purdue University</td>
</tr>
<tr>
<td>Contact Name, Title, Phone and e-mail</td>
<td>Max Driscoll, Assistant Director of Campus Master Planning and Sustainability, (765) 494 7030, <a href="mailto:mgulich@purdue.edu">mgulich@purdue.edu</a></td>
</tr>
</tbody>
</table>
March 5, 2018

To the Texas State Review Team,

On behalf of the City of Wes Lafayette, I would like to recommend the bike share services of VeoRide, Inc. In 2017, VeoRide was given permission to launch a bike share pilot program within the City of West Lafayette, home to Purdue University. At the time, VeoRide distributed 160 bicycles into key community locations. Those bicycles very quickly utilized in our community and continue to be an ever-expanding mode of transportation for our citizens and visitors.

The City of West Lafayette along with the Purdue University campus are going through a significant redevelopment effort that very deliberately has pedestrian friendly infrastructure at the core of its design. The timing of VeoRide’s offering could not have been better as we come together to find ways to reduce automotive impact on the community. Every time a VeoRide bike goes by, there is a high likelihood that it represents another car kept off the streets. The bike share program has also addressed the needs of the large student community with no other transportation options, providing them a way to better access both the campus and the city. We look forward to seeing an increasingly positive impact of bike share programs such as VeoRide continue to encourage within our community.

Please feel free to reach out with to discuss our city’s bike-share system in more detail.

Sincerely,

[Signature]

Erik A. Carlson
Director of Development
City of West Lafayette
February 28, 2018

To Whom It May Concern:

I have had the pleasure to witness the growth of VeoRide from idea to a high-growth company from my vantage point with Purdue’s Burton D. Morgan Center for Entrepreneurship and the Purdue Foundry. The programs offered through this center we are now approaching 200 companies that we have worked with over the past couple of years and VeoRide is without a doubt one of the most impressive in all possible facets.

The VeoRide team’s passion for bicycling, community improvement, and promoting healthy lifestyles is contagious. This zest for success, as well as their attention to detail and operational excellence (as we’ve witnessed first-hand in our community), has put them on a trajectory to possibly become one of our biggest success stories.

The bikes that have been distributed throughout the greater-West Lafayette community are well utilized and liked by students, community members, and visitors alike. With the traction that VeoRide has gained locally, their expansion efforts across the nation have become a standard of success and also motivation for the other startups around Purdue University. On a personal note, I also am a VeoRide customer and enjoy using the bikes from time to time on the Purdue Campus.

Sincerely,

[Signature]

Gregory W. Deason | Senior Vice President
Director of Innovation and Entrepreneurship
Burton D. Morgan Center for Entrepreneurship
1201 West State Street, West Lafayette, IN 47907
765-588-5254 | gwdeason@prf.org
www.purduefoundry.com  www.purdueresearchpark.com

“The organization can never be something the people are not”
Statement of Qualifications

Vendor Information:

1. Provide the following information on your firm for the past five (5) fiscal years: Revenues Annual revenue totals and percent change per year.

Private company- does not share financial information.

2. Identify if your firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity. In both organization and company direction. If so, please explain the impact.

No, VeoRide isn’t currently for sale or involved in any transaction to expand or to become acquired by another business entity.

3. Provide details of any past or pending litigation, or claims filed, against your firm that may affect your performance under a Contract with TXST or CoSM.

No litigation or claims filed against VeoRide.

4. Identify if your firm 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.

No, VeoRide isn’t in default on any loan agreement or financing agreement with any bank, financial institution, or other entity.

5. Does any relationship exist by a relative, business associate, capital-funding agreement, or any other such kinship between your firm and any University or CoSM employee, officer, elected official, or Regent? If so, please explain.

No, there is not.
Non- Collusion Affidavit

NON-COLLUSION AFFIDAVIT

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "RESPONDENT"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other RESPONDENTS, or with any official of The Board of Regents of The Texas State University System; Texas State University or their respective employees, or any person, firm or corporation under contract with The Board of Regents of The Texas State University System, Texas State University or their; employees, whereby the RESPONDENT, in order to induce acceptance of the foregoing Proposal by said The Board of Regents of The Texas State University System, Texas State University or their respective employees, has paid or is to pay to any other RESPONDENT or to any of the aforementioned persons anything of value whatever, and that the RESPONDENT has not, directly or indirectly entered into any arrangement or agreement with any other RESPONDENT or RESPONDENTS which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The RESPONDENT hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other RESPONDENT, potential RESPONDENT, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other RESPONDENTS or potential RESPONDENTS, or to obtain through any unlawful act an advantage over other RESPONDENTS or The Board of Regents of The Texas State University System; Texas State University or their respective, employees.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the RESPONDENT without consultation with other RESPONDENTS or potential RESPONDENTS or foreknowledge of the prices to be submitted in response to this solicitation by other RESPONDENTS or potential RESPONDENTS on the part of the RESPONDENT, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

CONFLICT OF INTEREST

The undersigned RESPONDENT and each person signing on behalf of the RESPONDENT certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Board of Regents of The Texas State University System, Texas State University or their respective, employees, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Company Name: VeoRide, Inc

Signature: [Signature]

Printed Name and Title of Authorized Signer: Bowen (Candice) Xie, VP Business Development

Date: March 22nd, 2018

BOWEN (CANDICE) XIE

Subscribed and sworn to before me this 22nd day of MARCH, 2018

Notary Public in and for the County of TIPPECANOE, State of INDIANA

My commission expires: MAY 1, 2024

MEMBER THE TEXAS STATE UNIVERSITY SYSTEM
Texas State University is a tobacco-free campus
Sample Standard Contract

The following is a sample of our MOU, which is our Standard Contract

MEMORANDUM OF UNDERSTANDING

BIKE SHARING SERVICES

This agreement is dated March 5th, 2018, and is between VeoRide, Inc., an Indiana corporation (VeoRide”) and Texas State University ("University").

VeoRide operates a bike sharing company that utilizes a dockless "smart bike" bike share system that enables GPS, cellphone connectivity, and self-locking technology to allow the bicycles to be locked and unlocked by users with an app and tracked ("Services"). The University now wishes to engage VeoRide to provide the Services.

In consideration of the mutual covenants and representations set forth in this Agreement, University and VeoRide hereby agree to launch the Services as follows:

License and Term. Pursuant to the terms of this agreement, University hereby gives VeoRide an exclusive, revocable, and non-transferrable license to utilize the public right-of-way within the University boundary in order to provide bike share services for the University. The term right-of-way ("ROW") refers to sidewalks, roads, bike lanes and other pathways maintained by the University. University hereby grants VeoRide the exclusive right to operate the Services for a period of 1 year, which may be extended by written mutual agreement. The license and authorization is not a lease or an easement, and is not intended and shall not be construed to transfer any real property interest in University property.

Permitted Use. VeoRide's riders may use the public ROW for parking of the VeoRide bicycles. VeoRide shall not place or attach any personal property, fixtures or structure to the public ROW within the University's boundary without the prior written consent of University or private property owners. Use of the ROW, and VeoRide's operations within the University's boundary shall, at a minimum:

- Not adversely affect the public ROW within the University's boundary or the University's streets or sidewalks;
- Not adversely affect the property of any third parties;
- Not inhibit pedestrian movement within the public ROW or along other property or rights-of-way owned or controlled by the University; and
- Not create conditions which are a threat to public safety and security.

Bike Parking. VeoRide bikes may be parked in a legal manner in ROWs including public sidewalks by
individuals participating in the stationless bike sharing program. Bikes parked on private property will be allowed at the discretion of the private property owner. VeoRide will actively manage the bicycles to ensure orderly parking and the free and unobstructed use of the ROW. The University, at its own discretion, may choose to support the bike sharing program with the installation of additional bike racks, painted bike parking spots, and/or recommended bike parking spots without racks or painting.

**Condition of Public ROW.**

University will make the public ROW available to VeoRide in an "as is" condition. University makes no representations or warranties concerning the condition of the public ROW or its suitability for VeoRide riders. Further University assumes no duty to warn VeoRide or its customers concerning conditions that exist or may arise in the future.

University assumes no liability for loss or damage to VeoRide's bicycles or other property. VeoRide agrees that University is not responsible for providing security at any location where VeoRide's bikes are stored or located, and VeoRide waives any claim against University in the event VeoRide's bicycles or other property are lost or damaged.

**Maintenance and Care of Public ROW.** VeoRide expressly agrees to repair, replace or otherwise restore any part or item of real or personal property that is damaged, lost, or destroyed as a result of VeoRide's use of the public ROW. Should VeoRide fail to repair, replace, or otherwise restore such real or personal property, VeoRide agrees to pay University's costs in making such repairs, replacements, or restorations.

**Maintenance and Operations.** VeoRide will use its best efforts to follow the maintenance, replacement and operation schedules for the bicycles listed in Exhibit A.

**Insurance.** Prior to beginning and continuing throughout the term of this Agreement, VeoRide, at its sole cost and expense, shall furnish the University with certificates of insurance evidencing that it has obtained and maintains insurance in the following amounts.

- Workers' Compensation Insurance that satisfies the minimum statutory limits.
- Commercial General Liability and ROW Damage Insurance in an amount not less than one million dollars ($1,000,000) combined single limit per occurrence or two million dollars ($2,000,000) annual aggregate for bodily injury, property damage, products, completed operations, and contractual liability coverage.
- Comprehensive automobile insurance in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury and property damage including coverage for non-owned vehicles.

All insurance policies shall be written on an occurrence basis and shall name the University Indemnitees as additional insureds and any University insurance shall be secondary and in excess to VeoRide's insurance. If VeoRide's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve
to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

Confidentiality. University acknowledges that during the term of this agreement VeoRide may disclose information, whether orally, visually, or in tangible form, that is proprietary and confidential to the disclosing party and is disclosed or marked as proprietary or confidential (hereafter "Confidential Information"). University shall only use the Confidential Information to perform its obligations hereunder and will take all reasonable measures to safeguard and prevent the unauthorized disclosure of Confidential Information, but no less than the measures it takes to safeguard its own confidential information, including without limitation disclosing Confidential Information only to those of its employees with a need to know such information to perform their obligations hereunder and which have been advised of the confidential nature of the information and have agreed to protect the Confidential Information to the same extent as the University hereunder.

Indemnification. VeoRide agrees to defend, indemnify and hold harmless University, its affiliates, officers, directors, shareholders, members, employees or agents ("University Indemnitees") from all claims, suits, actions, damages, demands, costs, or expenses of any kind or nature resulting from this agreement.

Compliance with Law. VeoRide, at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of the public ROW and the operation of its stationless bike share program, including but not limited to laws governing operation of bicycles. If any license, permit, or other governmental authorization is required for VeoRide's lawful use or occupancy of University ROW or any portion thereof, VeoRide shall procure and maintain such license, permit, and/or governmental authorization throughout the term of this Agreement. University shall reasonably cooperate with VeoRide, at no additional cost to VeoRide, such that VeoRide can properly comply with this Section and be allowed to use University ROW as specified in Section 2, above.

Required Reports. VeoRide shall provide reports to the University concerning utilization of its bikes and bike route usage not less than quarterly.

No Joint Venture. Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture or Liability Company or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this Agreement.

Termination. This Agreement may be terminated prior to the expiration date set forth in the Section 1, above, upon the occurrence of any of the following conditions:

Upon delivery of written notice from University to VeoRide terminating this agreement for any reason, or for no reason, by giving at least thirty (30) days' notice to VeoRide of such termination.
An attempt to transfer or assign this agreement.

VeoRide shall not terminate this agreement without first giving at least ninety (90) days' written notice of plans for termination. Upon the effective date of termination of this Agreement, VeoRide shall remove all bicycles from the University and restore all public ROW to the condition of the public ROW at the Commencement Date of this Agreement.

Amendment. This Agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this agreement and executed by duly authorized representatives of the parties.

Counterparts. This agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Assignment. University may not assign this agreement, or of any rights or obligations hereunder, without the prior written consent of VeoRide.

Binding Effect. This agreement inures to the benefit of and will be binding upon the parties hereto and their respective heirs, legatees, administrators, executors, legal representative, successors and permitted assigns.

Entire Agreement. This agreement contains the entire agreement of the parties relating to the subject matter hereof.

Governing Law. This agreement and all matters concerning its interpretation, performance, or enforcement will be governed in accordance with the laws of the State of Indiana. Any litigation arising out of the agreement or the relationship of the parties hereto must be brought in a court of competent jurisdiction in Tippecanoe County, Indiana.

Severability. In the event any of the provisions of this agreement shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and this agreement shall then be construed and enforced in accordance with the remaining provisions hereof.

Remedies. In the event either party fails or refuses to comply with the terms of this agreement, then the non-breaching party may seek any remedy available at law or in equity, and shall be entitled to recover its reasonable attorneys' fees in addition to any other remedy.

Legal Fees. The prevailing party in any legal or equitable proceeding arising out of the agreement will be additionally entitled to recover court costs, reasonable attorneys' fees, and other legal expense from the non-prevailing party.
Notice. Any notice required or permitted hereunder will be deemed effective when sent by electronic mail, or by certified mail, registered mail, or a signature confirmation service provided by the United States Postal Service, postage prepaid, or when sent by an overnight carrier as follows:

If to VeoRide, Inc.: If to University:
1281 Win Hentschel Blvd. __________________________
West Lafayette, IN 47906 __________________________
Attention: Candice Xie Attention: __________________________
Email: Candice.xie@veoride.com Email: __________________________
With a copy to: With a copy to:
Corben Lee __________________________
250 Main Street __________________________
Lafayette, IN 47901 __________________________
Email: corben.lee@gutweinlaw.com Email: __________________________
or at such other address as either party may from time to time specify by notice hereunder. If notice is provided by electronic mail, the party sending the notice has the burden of demonstrating that the notice was received. This burden may be met by any written acknowledgment or electronic reply to the electronic message from the party receiving notice, excluding any automatic or computer generated response.

The parties are signing this agreement on the date stated in the introductory clause.

VEORIDE, INC.

By: __________________________
Candice Xie, VP of Business Development

Counterpart Signature Page to Memorandum of Understanding

UNIVERSITY:

By: __________________________
Printed: __________________________
Title: __________________________
EXHIBIT A
Description of VeoRide's Service Level Agreement

We have built the matrix below with performance indicators that best represents our model of bike sharing. We will report these metrics that help the City and University measure our success serving its residents and improving the mobility on City and University. We will maintain our bikes to be in an excellent state of cleanliness and repair, with a minimum of 90% of deployed bikes operable at any time.

<table>
<thead>
<tr>
<th>Performance Indicator</th>
<th>Description</th>
<th>Measurement Tool</th>
<th>Minimum Performance Standard</th>
<th>Reporting Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobile application &amp; service support portal</td>
<td>VeoRide mobile application and service support system fully operational</td>
<td>Uptime reporting</td>
<td>99.5% uptime</td>
<td>quarterly</td>
</tr>
<tr>
<td>Bicycle distribution</td>
<td>Maps identifying trends in peak bike distribution</td>
<td>Maps showing aggregate usage patterns</td>
<td>Fleet will focus on serving [TXST and CoSM community]</td>
<td>quarterly</td>
</tr>
<tr>
<td>Bicycles in Service</td>
<td># of bikes in service</td>
<td>Daily uptime reports</td>
<td>Deploy and maintain a minimum of [350] bicycles in service in in any calendar month during the term of service.</td>
<td>quarterly</td>
</tr>
<tr>
<td>Report-responsive</td>
<td>Response time of improper bike parking / other problems communicated to City and University staff</td>
<td>Time relative to report logs</td>
<td>Within two (2) hours during business hours between 8am to 8pm Monday through Friday except for State and Federal holidays. For any complaint outside of business hours, within two hours (2) of start of business hours</td>
<td>quarterly</td>
</tr>
</tbody>
</table>
Attachment B
VeoRide: One-Stop Bike Share Solution presentation
VeoRide: One-Stop Bike Share Solution

Presented by: Phil Hallstedt (VP - Community Engagement)
Edwin Tan (Co-founder & Head of Engineering)
Agenda

- Introduction - 10 mins
- Presentation - 60 mins
  - Propose Solution (App/Bike/Community)
  - Hybrid Model - Parking
  - Program Implementation Plan
- Product Demo - 20 mins
- Q&A - 60 mins
Introduction to VeoRide: Sustainable, Adaptable
Find a Ride

Scan to Unlock

Park and Go

Fast Renting, Easy Process
User Experience

New features coming to enhance community engagement and rider reinforcement
Smart Operations - Lucky Bike

- Users engagement to increase ridership
- Gamification automatically assists re-distribution
- Partnership opportunity with local businesses
The VeoRide Bike

- **Seat can be adjusted to fit 6'6 users**
  - Seat does not come high enough

- **Silicon-molded bike saddle**
  - Off-the-shelf bike saddle

- **Protective Shield for Brake and Shifter**
  - Brake and shifter are exposed

- **Anti-theft Hand gripper**
  - Regular Hand gripper

- **Rubber-like solid tire with proprietary chemicals**
  - Regular solid tire with limited absorption

- **Internal Cable Routing**
  - Cables are exposed

- **Safety Skirt Guard**
  - No Skirt Guard

- **Reinforced bike spokes**
  - Regular bike spokes

- **Headset embedded with RFID reader**
  - Off-the-shelf headset

- **Solar-powered Headlight**
  - Dynamo-powered headlight

**VeoRide Bike**

**Competitors’ bikes**
VeoRide Bike - Engineering

- Passes extreme testing environments to ensure quality and durability
- Sustainable product life cycle: 95% reclaimable; water-based paint
- Partner with the world’s leading bicycle manufacturer (Trek, Cannondale, GT)
Bike Customization Opportunity (Optional)

- Four weeks lead time
- No additional cost to community
- Embraces local Identity
Bike Customization Opportunity
VeoRide Smart Commuter

- Electric assisted bike
- Top speed 15mph
- 68-mile maximum range
- Design for conquering hilly terrain or hot humid weather
- No charging station installation required
- Production-ready in Summer 2018
VeoRide Smart Cruiser

- Electric assisted bike
- Top speed 15mph, 60-mile maximum range
- Design for city & urban cruisers
- No charging station installation required
- Production-ready in Spring 2019

- Integrated headlight
- Hidden Battery
- Chain-guard
- Integrated taillight
VeoRide RockPower

- Fat-tire bike
- Designed for off-road use
- Great experience for fun and recreation
- Dock-less available for everyone
- Pilot in Fall 2018
VeoRide ADA-Compliance Solution

- Handcycle
- Design for people with physical limitations
- Safe, smooth and stable
- Ready to deploy
- Trike and Side-by-side in development
Accessibility and Equity

Encourage VeoRide app use
- Free
- Local tailored communication
- Leverages tracking and usability

Without a credit card
- Pay at the cash booth

Without a smart phone
- Send text message to toll-free number

Without cell phone
- Utilize RFID tag to unlock a bike
System Integration (Optional)

Integration with Texas State Bobcat Card
- Accept payment through Bobcat Buck$

Integration with other alternative transportation
- Find available shared cars on VeoRide App
- Integrate with existing platform to present available bikes close to the bus stations

(DoubleMap)
Data for Strategic Goals

Overall Ride statistics

- 1310 Miles Distance
- 947 Hr Time
- 3794 Ridership

Daily, Weekly, Monthly Usage

Rider Trip Data

Heat Map
## VeoRide Pricing and Value Sharing

<table>
<thead>
<tr>
<th>Package Type</th>
<th>Students, faculties, and staffs</th>
<th>Community Riders</th>
<th>Visitors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pay-As-You-Ride</td>
<td>50 cents every 15 minutes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>*Monthly Package</td>
<td>$13.99</td>
<td>$25.99</td>
<td>N/A</td>
</tr>
<tr>
<td>*Yearly Package</td>
<td>$48.99</td>
<td>$99.99</td>
<td>N/A</td>
</tr>
</tbody>
</table>

*Monthly/Yearly Packages include unlimited 30-min free rides
Day pass includes unlimited 2 hours free rides

**Value Sharing Program (optional):**
- 2.5% ridership fee sharing + 20% advertisement fee sharing with local city/campus to support building cycling infrastructure and culture
Program Design: Broad Geo-fenced Service Area
Program Design: Focused Geo-Fenced Area with Nodes

- Campus Geo-Fence
- Park & Trail Drop-off zone
- Downtown parking zone
- Shopping mall parking zone
- Geo-fenced Service Area
- No Parking Area
Marketing and Communication

Marketing Activities

• Marketing outreach activities
• Collaborate with local businesses, park services and rider organizations
Marketing and Communication

Safety Education

- Meet-and-greet events with safety education
- Riding guide and parking rule communications
Marketing and Communication

Customer Service

- Toll-free customer service number
- In-App ticket reporting system
- General Manager feedback gathering
Operations and Maintenance

Early Morning: Conduct a **full** sweep of the service area to re-park misplaced bikes, and re-distribute bikes idle for more than one week

Working Hours: Response to customers/community complaints and address the issues

Late Afternoon: Maintain bikes on-site, and bring broken bikes back to the facility

End of the day: Analyze bike distribution data and arrange re-distribution plan for the next day

Fleet Technicians
Certified Mechanics
General Manager
# Timeline - Proposed

**Contract Awarded**
- Mar. 2017
  - Program design
  - Bike customization and production
  - Operations setup

**Pilot program Launch (Phase I)**
- May. 2018
  - 300-500 Bikes deployed
  - Marketing campaign
  - Safety education

**Official Launch (Phase II)**
- August. 2018
  - +200-300 Bikes
  - +100 Electric-assisted bikes
  - Bike racks installed in most popular drop-off locations

**Program Expansion (Phase III)**
- Early 2019
  - +300 - 500 Bikes
  - +150 Electric-assisted bikes
VeoRide Bike Demo

Designed in United States
We Can Accomplish Great Things Together

- Improve mobility by providing alternative transportation methods
  - Enable residents, students and visitors to travel across the area without using a vehicle.

- **Reduce fuel use, air pollution and carbon dioxide emissions.**
  - Can project savings of $CO^2$ per year.

- **Inspire Healthier Lifestyle**
  - Lower health care costs for sponsors
  - Help track exercise performance

- **Signal progressive culture**
  - Attract more young professionals
  - Promote bike culture and help to build bike friendly neighborhoods
VeoRide is So Much Better

$0
Zero program setup cost for university and students.

Smart Operation
Geo-fenced Parking, Lucky Bike, and Ticket Reporting features, making operation a breeze.

Customization Plan
Customizable bikes to build your brand.

50 cents to Ride
With affordable monthly and yearly package available for users.

Adaptive Planning
Industry-first comprehensive bike share solution.

Data Analysis
Ridership data can inform infrastructure planning.
VeoRide Boundary

Untitled layer

Boundary 1

Untitled layer
AGENDA CAPTION:
Consider approval of Resolution 2018-131R, establishing the San Marcos Innovation District; defining the boundaries of the district; creating and appointing members to a District Stakeholder Advisory Group; directing such advisory group to adopt a governance structure, conduct an audit of innovation ecosystem assets, and develop an action plan; and declaring an effective date.

Meeting date: August 7, 2018

Department: CMO - Kevin Burke, Economic Development & Downtown Administrator

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

Fiscal Note:
Prior Council Action: Council discussed the Innovation District concept on October 2, 2017, and held a Work Session on June 19, 2018.

City Council Strategic Initiative:
Community Partners

Comprehensive Plan Element(s):
☒ Economic Development - Opportunity created by Capital of University, Business, Civic, & Cultural Leaders
☐ Environment & Resource Protection
☐ Land Use
☐ Neighborhoods & Housing
☐ Parks, Public Spaces & Facilities
☐ Transportation
☐ Not Applicable

Master Plan:
Vision San Marcos - A River Runs Through Us
**Background Information:**

In regions around the country and world, clusters of universities and high-tech companies partner and collaborate with local governments and regional economic development agencies in order to boost tech-based economic growth and create quality jobs. These collaborative economic development and place-making efforts have been dubbed "Innovation Districts."

The Brookings Institution documented their emergence in the 2014 research paper, The Rise of Innovation Districts, and defined innovation districts as geographic areas where leading-edge anchor institutions and companies cluster and connect with start-ups, business incubators, and accelerators. Districts are also physically compact, transit-accessible, and offer mixed-use housing, office, and retail.

During the June 19, 2019 Work Session, Council explored the Innovation District concept and discussed its relevance to the City of San Marcos, Texas State University and our regional partners along the “Innovation Corridor.” Council directed the City Manager to bring forward a Resolution for Council consideration that would define the boundaries of the San Marcos Innovation District and establish an Innovation District Stakeholder Advisory Group charged with conducting an audit of innovation ecosystem assets, establishing a district governance structure, and developing an action plan.

An exhibit identifying the boundaries of the proposed San Marcos Innovation District is attached.

The Innovation District Stakeholder Advisory Group is proposed to consist of the following members:

1. John Thomaides, Mayor, City of San Marcos
2. Debbie Ingalsbe, Acting County Judge, Hays County Commissioner’s Court representative
3. Anthony Stahl, President/CEO, Central Texas Medical Center
4. Carina Boston-Pinales, Splash Coworking, business owner representative
5. Walter Horton, Assoc. Vice President for Research, Texas State University
6. Kayli Head, Main Street Board Chair
7. Steve Frayser, Executive Director, Texas State University STAR Park
8. Adriana Cruz, Greater San Marcos Partnership
9. John David Carson, Carson Properties, property owner representative
10. Christopher Laing, Executive Director, Capital City Innovation

The Stakeholder Advisory Group will meet on an ad-hoc basis for the purpose of conducting an audit of innovation ecosystem assets, establishing a district governance structure, and developing an action plan.

It is not anticipated that the Stakeholder Advisory Group will work in isolation. The San Marcos Innovation District will be dynamic and involve numerous Key Partner Organizations, as well as individual business, property owners and residents. A few of the Key Partner Organizations anticipated to contribute to the work of the Innovation District include:

- San Marcos Area Chamber of Commerce
- Downtown Association
File #: Res. 2018-131R, Version: 1

- San Marcos Consolidated Independent School District
- Centro Cultural Hispano de San Marcos
- Heritage Association of San Marcos
- Calaboose African American Museum

Additional resources will be provided by City staff and Advisory Boards & Commissions.

Council Committee, Board/Commission Action:
N/A

Alternatives:
Council may propose modifications to the Innovation District boundaries and the composition of the Stakeholder Advisory Group.

Recommendation:
Staff recommends approval.
Resolution No. 2018-131R

Consider approval of Resolution 2018-131R, establishing the San Marcos Innovation District; defining the boundaries of the district; creating and appointing members to a District Stakeholder Advisory Group; directing such advisory group to adopt a governance structure, conduct an audit of innovation ecosystem assets, and develop an action plan.
Stakeholder Advisory Group:

1. John Thomaides, Mayor, City of San Marcos
2. Debbie Ingalsbe, Acting County Judge, Hays County Commissioner’s Court representative
3. Anthony Stahl, President/CEO, Central Texas Medical Center
4. Carina Boston-Pinales, Splash Coworking, business owner representative
5. Walter Horton, Assoc. Vice President for Research, Texas State University
6. Kayli Head, Main Street Board Chair
7. Steve Frayser, Executive Director, Texas State University STAR Park
8. Adriana Cruz, Greater San Marcos Partnership
9. John David Carson, Carson Properties, property owner representative
10. Christopher Laing, Executive Director, Capital City Innovation
Staff Recommendation

Staff recommends approval.
RESOLUTION NO. 2018- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS ESTABLISHING THE SAN MARCOS INNOVATION DISTRICT; DEFINING THE BOUNDARIES OF THE DISTRICT; CREATING AND APPOINTING MEMBERS TO A DISTRICT STAKEHOLDER ADVISORY GROUP; DIRECTING SUCH ADVISORY GROUP TO ADOPT A GOVERNANCE STRUCTURE, CONDUCT AN AUDIT OF INNOVATION ECOSYSTEM ASSETS, AND DEVELOP AN ACTION PLAN; AND DECLARING AN EFFECTIVE DATE.

Whereas: Innovation districts are “geographic areas where leading-edge anchor institutions and companies cluster and connect with start-ups, business incubators and accelerators. They are also physically compact, transit-accessible, and technically-wired and offer mixed-use housing, office, and retail.”

Whereas: Cities around the globe have created innovation districts to boost their competitive advantage in the knowledge-based economy and stimulate job growth and investment in targeted locations, based on the premise that collaboration and productivity result from proximity and therefore job creation and innovation can be fostered through the intentional clustering of businesses, institutions, ideas, and people.

Whereas: Innovation districts also focus on place-making assets and quality of life, with the intention that the district contain everything that creative thinkers, entrepreneurs, innovators, students and people of all perspectives and backgrounds need to have a convenient, safe and engaged urban life.

Whereas the San Marcos Innovation District is intended to embody our shared values:

- Diversity and inclusivity permeate all aspects of our work.
- Culture and history are essential to creating an authentic identity.
- Education provides opportunities for learning and personal growth.
- Innovation is the way we solve problems and create new social and economic value.
- The Public Good drives our decisions about the built environment and the spaces that make public life possible and vital.

Whereas, the San Marcos Innovation District will represent the hopes and dreams of the San Marcos, the guiding vision of the San Marcos Innovation District is that it adds unique value to the city by facilitating the creation of new businesses and jobs, the repurposing of existing buildings for new economic uses, and the development of vibrant new spaces in which to learn, live and play. Equally important will be the intangible outcomes of greater diversity, inclusion and sense of belonging, a pervasive air of creativity, risk taking and innovation and a shared image for the future of our city and the people who call it home.
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:

PART 1. The establishment of the San Marcos Innovation District is hereby approved.

PART 2. The boundaries of the Innovation District as shown in Exhibit A, attached hereto are approved.

PART 3. A stakeholder advisory group for the Innovation District is hereby created and the following persons are hereby appointed to serve as members of the group:

a. John Thomaides, Mayor, City of San Marcos
b. Debbie Ingalsbe, Acting County Judge, Hays County Commissioner’s Court representative
c. Anthony Stahl, President/CEO, Central Texas Medical Center
d. Carina Boston-Pinales, Splash Co-working, business owner representative
e. Walter Horton, Assoc. Vice President for Research, Texas State University
f. Kayli Head, Main Street Board Chair
g. Steve Frayser, Executive Director, Texas State University STAR Park
h. Adriana Cruz, Greater San Marcos Partnership
i. John David Carson, Carson Properties, property owner representative
j. Christopher Laing, Executive Director, Capital City Innovation

PART 4. The stakeholder advisory group is hereby directed to approve a district governance structure, conduct an audit of innovation ecosystem assets, and develop an action plan

PART 5. This resolution shall be in full force and effect immediately from and after its passage.

ADOPTED on August 7, 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Map Date: July 10, 2018

Document Path: \Arcfile\ArcGIS\Maps\Phillicia\InnovationDistrict.mxd
Consider approval of Resolution 2018-142R, approving a contract with the San Marcos River Foundation, Inc. for the City to purchase approximately 249 acres of land, commonly referred to as the “Millican Tract,” in the vicinity of Palomino Lane and Country Estates drive for a price of $3,062,700.00 to be reimbursed through a partially forgivable loan from the Texas Water Development Board; authorizing the City Manager to execute said contract and related closing documents on behalf of the City; and declaring an effective date.

Meeting date: August 7, 2018

Amount & Source of Funding
Funds Required: $3,062,700
Account Number:
Funds Available: Click or tap here to enter text.
Account Name: TWDB CWSRF Loan proceeds

Fiscal Note:
Prior Council Action: Discussion and approval to apply for Texas Water Development Board funds to purchase the tract.

City Council Strategic Initiative: [Please select from the dropdown menu below]
Stormwater
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 - Public & Private Sector Partnership to Protect Water Quality & proper development in San Marcos and Blanco Rivers
☒ Land Use - Set appropriate density & impervious cover limitations in environmentally sensitive areas to avoid adverse impacts on water supply
□ Neighborhoods & Housing - Choose an item.
Background Information:
This action is approving a contract with the San Marcos River Foundation for the purchase of the 248 acre “Millican Tract”. In February 2017 the San Marcos River Foundation (SMRF) approached the City regarding purchasing properties for source water protection for the Edwards Aquifer and San Marcos River. The City subsequently applied for and was approved for a loan with loan forgiveness from the Texas Water Development Board (TWDB) for Non-Point Source Protection under the Clean Water State Revolving Fund program. Approval of the contract will allow the City to close on the property and then close on the loan from the TWDB.

Final purchase price of just over $3M is greater than the original discussion price of $2.8M but is less than the appraised value. The price reflects costs that have been incurred by the SMRF since the purchase. The budget with the TWDB has been adjusted to reflect in purchase price increase but the approved loan amount has remained the same. The additional funds have been moved from the contingency and fencing budgets. The loan closing should come to Council in 60-90 days for approval.

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

 Alternatives:
Click or tap here to enter text.

Recommendation:
Approve contract
RESOLUTION NO. 2018- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A CONTRACT WITH THE SAN MARCOS RIVER FOUNDATION, INC. FOR THE CITY TO PURCHASE APPROXIMATELY 249 ACRES OF LAND, COMMONLY REFERRED TO AS THE “MILLICAN TRACT,” IN THE VICINITY OF PALOMINO LANE AND COUNTRY ESTATES DRIVE FOR A PRICE OF $3,062,700.00 TO BE REIMBURSED THROUGH A PARTIALLY FORGIVABLE LOAN FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT AND RELATED CLOSING 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 attached Real Estate Sales Contract with the San Marcos River Foundation, Inc. (the “Contract”) is hereby approved.

PART 2. The City Manager is authorized to execute the Contract and all related closing documents on behalf of the City.

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

ADOPTED on August 7, 2018.

John Thomaides
Mayor

Attest:

Jamie Lee Case
City Clerk
Real Estate Sales Contract

This contract to buy and sell real property is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this contract and by Title Company to acknowledge receipt of the Earnest Money. Buyer must deliver the Earnest Money to Title Company and obtain Title Company’s signature before the Earnest Money Deadline provided in section A.1. for this contract to be effective.

Seller:       San Marcos River Foundation, Inc., a Texas non-profit corporation
Address:     P.O. Box 1393, San Marcos, Texas 78667-1393
Phone:       512.787.6392
E-mail:      wassenich@grandecom.net

Seller’s Attorney: Gene Majors, Majors Law Firm, LLP
Address:     100 E. San Antonio, Ste. 102, San Marcos, Texas 78666
Phone:       512-392-1273
E-mail:      gene@majorslawfirm.com

Buyer:       City of San Marcos
Address:     630 E. Hopkins St. San Marcos, TX 78666
Phone:       512.393.8130
E-mail:      psteed@sanmarcostx.gov

Property:    248.711 acres, more or less, of land as described in Exhibit A, attached hereto and made a part hereof for all purposes.

Title Company: San Marcos Title Company
Address:     100 East San Antonio Street, Suite 101, San Marcos, Texas 78666
Phone:       512.353.1782

Purchase Price: $3,062,700.00
Earnest Money: $1,000.00
Buyer’s Liquidated Damages: $1,000.00

Seller’s Additional Liquidated Damages: $1,000.00

County for Performance: Hays County, Texas

A. Deadlines and Other Dates

All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence.

1. Earnest Money Deadline: One day after execution of this contract by both parties.

2. Delivery of Title Commitment: Two days after the Effective Date

3. Delivery of Survey: N/A

4. Delivery of current grazing lease: Delivered on July 23, 2018

5. Delivery of legible copies of instruments referenced in the Title Commitment: Two days after the Effective Date

6. Delivery of Title Objections: Two days after delivery of the Title Commitment, and legible copies of the instruments referenced in them

7. Delivery of Seller’s Records as specified in Exhibit C: Two days after the Effective Date

8. End of Inspection Period: N/A

9. Closing Date: August 13, 2018, subject to Buyer’s rights to extend the Closing Date or terminate this contract under other terms in this contract.

B. Closing Documents

1. At closing, Seller will deliver the following items:

   General Warranty Deed

   IRS Nonforeign Person Affidavit

   Evidence of Seller’s authority to close this transaction
Customary closing items as may be requested by the Title Company

2. At closing, Buyer will deliver the following items:

   Evidence of Buyer’s authority to consummate this transaction

   Customary closing items as may be requested by the Title Company

The documents listed in this section B are, collectively, known as the “Closing Documents.” Unless otherwise agreed by the parties before closing, the deed will be prepared by Seller’s attorney using the forms contained in the current edition of the *Texas Real Estate Forms Manual* (State Bar of Texas). The deed to Seller, however, shall not include any provisions regarding payment of taxes contrary to the provisions in Section K.2.c.

C. Exhibits

The following are attached to and are a part of this contract:

   Exhibit A—Description of the Property

   Exhibit B—Representations; Environmental Matters

   Exhibit C—Seller’s Records

D. Purchase and Sale of Property

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract.

E. Interest on Earnest Money

Buyer may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company’s requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money.

F. Title and Survey

1. *Title Commitment; Title Policy.* “Title Commitment” means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Property. The “effective date” stated in the Title Commitment must be after the Effective Date of this contract. “Title Policy” means an Owner Policy of Title Insurance
issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

2. **Survey.** “Survey” means the survey of the Property prepared by Bettersworth & Associates, Inc. and dated January 27, 2016 delivered by Seller to Buyer prior to the Effective Date.

3. [INTENTIONALLY OMITTED]

4. **Delivery of Title Commitment and Legible Copies.** Seller must deliver the Title Commitment to Buyer by the deadline stated in section A.2.; and legible copies of the instruments referenced in the Title Commitment Search by the deadline stated in section A.5.

5. **Title Objections.** Buyer has until the deadline stated in section A.6. (“Title Objection Deadline”) to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer’s objections to any of them (“Title Objections”). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are “Permitted Exceptions.” If Buyer notifies Seller of any Title Objections, Seller has five days from receipt of Buyer’s notice to notify Buyer whether Seller agrees to cure the Title Objections before closing (“Cure Notice”), Seller being under no obligation to cure. If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five days after the deadline for the giving of Seller’s Cure Notice, notify Seller that either this contract is terminated or Buyer will proceed to close, subject to Seller’s obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must resolve the items that are listed on Schedule C of the Title Commitment, remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this contract, and cure the Title Objections that Seller has agreed to cure. Buyer’s City Manager may agree to extend the Closing Date to a mutually agreed date if necessary to enable any Cure under this paragraph.

G. [INTENTIONALLY OMITTED]

H. **Representations**

The representations stated in Exhibit B are true and correct as of the Effective Date and must be true and correct on the Closing Date.

I. **Condition of the Property until Closing; Cooperation; No Recording of Contract**

1. **Maintenance and Operation.** Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b)
operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all contracts and governmental regulations affecting the Property. Seller will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Buyer of each new, amended, or terminated contract. Buyer may terminate this contract if Seller enters into, amends, or terminates any contract that affects the Property without first obtaining Buyer’s written consent.

2. **Casualty Damage.** Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Casualty damage means any damage to the Property that prevents the use of the Property for the prevention of non-point source pollution, including damage to existing fencing, damage to vegetation from wildfires or the improper disposal of toxic or hazardous materials or chemicals. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this contract if the casualty damage that occurs before closing would materially affect Buyer’s intended use of the Property, by giving notice to Seller within fifteen days after receipt of Seller’s notice of the casualty (or before closing if Seller’s notice of the casualty is received less than fifteen days before closing). If Buyer does not terminate this contract, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller’s rights under any property insurance policies covering the Property, and (c) pay to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid by Seller to repair the Property. If Seller has not insured the Property and Buyer does not elect to terminate this contract in accordance with this section, the Purchase Price will be reduced by the cost to repair the casualty damage.

3. **Condemnation.** Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer’s intended use of the Property by giving notice to Seller within fifteen days after receipt of Seller’s notice of the casualty (or before closing if Seller’s notice is received less than fifteen days before closing). If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken, and (d) no change in the Purchase Price will be made.

4. **Claims; Hearings.** Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that affects the Property.

5. **Cooperation.** Seller will cooperate with Buyer (a) before and after closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after closing and (b) before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

6. **No Recording.** Buyer may not file this contract or any memorandum or notice of
this contract in the real property records of any county. If, however, Buyer records this contract or a memorandum or notice, Seller may terminate this contract and record a notice of termination.

J. Termination

1. Disposition of Earnest Money after Termination

   a. To Buyer. If Buyer terminates this contract in accordance with any of Buyer’s rights to terminate, Seller will, within five days after receipt of Buyer’s termination notice, authorize Title Company to deliver the Earnest Money to Buyer.

   b. To Seller. If Seller terminates this contract in accordance with any of Seller’s rights to terminate, Buyer will, within five days after receipt of Seller’s termination notice, authorize Title Company to pay and deliver the Earnest Money to Seller.

2. Duties after Termination. If this contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents. After return of the documents and copies, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract and those obligations that survive termination under the express terms of this contract.

K. Closing

1. Closing. This transaction will close at Title Company’s offices at the Closing Date and Closing Time. At closing, the following will occur:

   a. Closing Documents. The parties will execute and deliver the Closing Documents.

   b. Payment of Purchase Price. Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.

   c. Disbursement of Funds; Recording; Copies. Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties’ written instructions.

   d. Delivery of Originals. Seller will deliver to Buyer the originals of Seller’s Records.
e. **Possession.** Seller will deliver possession of the Property to Buyer, subject
to the Permitted Exceptions existing at closing.

2. **Transaction Costs**

a. **Seller’s Costs.** Seller will pay the basic charge for the Title Policy; one-half
of the escrow fee charged by the Title Company; the costs to obtain, deliver,
and record releases of all liens to be released at closing; the costs to record
all documents to cure Title Objections agreed to be cured by Seller;
certificates or reports of ad valorem taxes and Seller’s expenses and
attorney’s fees.

b. **Buyer’s Costs.** Buyer will pay one-half of the escrow fee charged by Title
Company; the costs to obtain, deliver, and record all documents other than
those to be recorded at Seller’s expense; Title Company’s inspection fee to
delete from the Title Policy the customary exception for parties in
possession; the costs to obtain the Survey; the costs to deliver copies of the
instruments described in section A.5; the additional premium for the
“survey/area and boundary deletion” in the Title Policy, if the deletion is
requested by Buyer; the costs of work required by Buyer to have the survey
reflect matters other than those required under this contract; the costs to
obtain financing of the Purchase Price, including the incremental premium
costs of mortgagee’s title policies and endorsements and deletions required
by Buyer’s lender; and Buyer’s expenses and attorney’s fees.

c. **Ad Valorem Taxes.** Buyer is a tax-exempt governmental entity and assumes
no responsibility for taxes associated with Seller’s ownership of the
Property through the Closing Date. Ad valorem taxes for the Property for
the calendar year of closing will be prorated between Buyer and Seller as of
the Closing Date. Seller’s portion of the prorated taxes will be paid to Buyer
at closing as an adjustment to the Purchase Price. If the assessment for the
calendar year of closing is not known at the Closing Date, the proration will
be based on taxes for the previous tax year, and Buyer and Seller will adjust
the prorations in cash within thirty days of when the actual assessment and
taxes are known. In addition, Seller shall be solely responsible for payment
of any taxes arising from a change in use or “roll-back” taxes. Seller will
promptly notify Buyer of all notices of proposed or final tax valuations and
assessments that Seller receives after the Effective Date and after closing.
All taxes due as of closing will be paid at closing. After closing, Buyer may
forward any tax bills attributable to Seller’s ownership of the Property or
arising from change in use or “roll-back” taxes directly to the Seller and
Seller shall promptly pay such bill. If Buyer pays such bill, it may forward
an invoice to Seller for reimbursement and Seller shall promptly pay such
invoice. Buyer may pursue any remedies available at law or in equity to
enforce the Seller’s obligations under this paragraph. Seller’s obligations under this paragraph shall survive closing.

d. **Postclosing Adjustments.** If errors in the prorations made at closing are identified within ninety days after closing, Seller and Buyer will make postclosing adjustments to correct the errors within fifteen days of receipt of notice of the errors.

e. **Broker’s Commissions.** Buyer will not be responsible for payment of any Broker’s Commissions and seller agrees to indemnify, defend and hold Buyer harmless from any loss, attorney’s fees, court costs and other costs arising out of a claim by any person or entity claiming a fee or commission arising from this transaction.

3. **Issuance of Title Policy.** Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

**L. Default and Remedies**

1. **Seller’s Default.** If Seller fails to perform any of its obligations under this contract after 15 days prior notice and opportunity to cure from Buyer, or if any of Seller’s representations is not true and correct as of the Effective Date or on the Closing Date (“Seller’s Default”), Buyer may elect either of the following as its sole and exclusive remedy:

   a. **Termination; Liquidated Damages.** Buyer may terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money returned to Buyer. Unless Seller’s Default relates to the untruth or incorrectness of Seller’s representations for reasons not reasonably within Seller’s control, if Seller’s Default occurs after Buyer has incurred costs to investigate the Property after the Effective Date and Buyer terminates this contract in accordance with the previous sentence, Seller will also pay to Buyer as liquidated damages the lesser of Buyer’s actual out-of-pocket expenses incurred to investigate the Property after the Effective Date or the amount of Buyer’s Liquidated Damages, within ten days after Seller’s receipt of an invoice from Buyer stating the amount of Buyer’s expenses.

   b. **Specific Performance.** Unless Seller’s Default relates to the untruth or incorrectness of Seller’s representations for reasons not reasonably within Seller’s control, Buyer may enforce specific performance of Seller’s obligations under this contract, but any such action must be initiated, if at all, within ninety days after the breach or alleged breach of this contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.
2. **Buyer’s Default.** If Buyer fails to perform any of its obligations under this contract (“Buyer’s Default”), Seller may elect either of the following as its sole and exclusive remedy:

   a. **Termination; Liquidated Damages.** Seller may terminate this contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the Earnest Money paid to Seller. If Buyer’s Default occurs after Seller has incurred costs to perform its obligations under this contract and Seller terminates this contract in accordance with the previous sentence, Buyer will also reimburse Seller for the lesser of Seller’s actual out-of-pocket expenses incurred to perform its obligations under this contract or the amount of Seller’s Additional Liquidated Damages, within ten days of Buyer’s receipt of an invoice from Seller stating the amount of Seller’s expenses.

3. **Liquidated Damages.** The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that Buyer’s Liquidated Damages or the Earnest Money and Seller’s Additional Liquidated Damages are reasonable forecasts of just compensation to the nondefaulting party for the harm that would be caused by a default.

4. **Attorney’s Fees.** If either party retains an attorney to enforce this contract, the party prevailing in litigation is entitled to recover reasonable attorney’s fees and court and other costs.

M. **Miscellaneous Provisions**

1. **Notices.** Any notice required by or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, electronic mail, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.

2. **Entire Contract.** This contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this contract.

3. **Amendment.** This contract may be amended only by an instrument in writing signed by the parties.

4. **Assignment.** Buyer may assign this contract.
5. **Survival.** The obligations of this contract that cannot be performed before termination of this contract or before closing will survive termination of this contract or closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents will control.

6. **Choice of Law; Venue; Alternative Dispute Resolution.** This contract will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute arising under this agreement shall be in the appropriate state court in Hays County, Texas having jurisdiction or, if in federal court, the United States District Court for the Western District of Texas, Austin Division. Time permitting, the parties will submit in good faith to an alternative dispute resolution process before filing a suit concerning this contract.

7. **Waiver of Default.** It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays taking any action with respect to the default.

8. **No Third-Party Beneficiaries.** There are no third-party beneficiaries of this contract.

9. **Severability.** The provisions of this contract are severable. If a court of competent jurisdiction finds that any provision of this contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

10. **Ambiguities Not to Be Construed against Party Who Drafted Contract.** The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this contract.

11. **No Special Relationship.** The parties’ relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

12. **Counterparts.** If this contract is executed in multiple counterparts, all counterparts taken together will constitute this contract.

13. **Confidentiality.** The parties will keep confidential all information learned in the course of this transaction, except to the extent disclosure is required by the Texas Public Information Act, the Texas Open Meetings Act, other law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction.

14. **No Waiver of Immunity.** The parties agree that this contract is not a contract for goods or services and neither party waives any immunity from suit or liability of limitations on liability granted under applicable laws and constitution of the State of Texas.

15. **Subject to Approval.** This contract is subject to a) the approval of the San Marcos
City Council; and b) the appropriation of lawfully available funds for payment of the Purchase Price and all of Buyer’s Closing Costs by the San Marcos City Council. If no such approval is obtained and appropriation made, Seller shall have no recourse against Buyer for such reasons and this contract shall be of no further force and effect.

N. Special Provisions

1. Subject to TWDB Award. This contract is subject to the approval of the award to Buyer of grant or loan funds from the Texas Water Development Board specifically for the purpose of purchasing the Property as evidenced by written notice of award or approval from the Texas Water Development Board, together with written notice that all conditions or contingencies, including approval of the terms and form of this contract, have been satisfied. Buyer’s obligation to close is subject to the terms of this paragraph.

2. Termination of Grazing Leases. On or before the Closing Date, Seller shall provide written confirmation that all grazing or other leases affecting the Property have been terminated effective on a date that is on or before the Closing Date. Buyer’s obligation to close is subject to the terms of this paragraph.

[SIGNATURES ON FOLLOWING PAGES]
SELLER:

By: ________________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________
BUYER:

By: ________________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________
EXHIBIT A

[Attach Survey]
EXHIBIT B

Representations; Environmental Matters

A. Seller’s Representations

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. Authority. This contract is, and all documents required by this contract to be executed and delivered by each party at closing will be duly authorized, executed, and delivered by such party.

2. Litigation. There is no litigation pending or threatened against either party that might affect the Property or either party’s ability to perform its obligations under this contract.

3. Violation of Laws. Neither party has received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or use of the Property.

4. Condemnation; Zoning; Land Use; Hazardous Materials. Seller agrees to provide any environmental, hazardous materials and other such reports or disclosures in its possession to Buyer within the deadline for providing Seller’s Records. Other than such information, if any, Seller has not received notice of any condemnation, zoning, or land-use proceedings affecting the Property or any inquiries or notices by any governmental authority or third party with respect to the presence of hazardous materials on the Property or the migration of hazardous materials from the Property.

5. No Other Obligation to Sell the Property or Restriction against Selling the Property. Seller has not obligated itself to sell the Property to any party other than Buyer. Seller’s performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.

6. No Liens. On the Closing Date, the Property will be free and clear of all mechanic’s and materialman’s liens and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic’s, materialman’s, or other liens against the Property other than work or materials to which Buyer has given its consent.

7. No Other Representation. Except as stated above or in this Agreement Seller makes no other representation with respect to the Property.

8. No Warranty. Seller has made no warranty in connection with this contract.
Exhibit C
Seller’s Records

To the extent that Seller has possession of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in section A.7.:

**Governmental**

governmental licenses, certificates, permits, and approvals

tax statements for the current year and the last three years

notices of appraised value for the current year and the last three years

records of regulatory proceedings or violations (for example, condemnation, environmental)

**Land**

soil reports

environmental reports

water rights

engineering reports

prior surveys

site plans

**Facilities**

as-built plans, specifications, and mechanical drawings for improvements

engineering reports

environmental reports

operating and maintenance plans (for example, asbestos maintenance plans)

**Leases**

Grazing Lease, a copy of which will be delivered per section A 4 above.
TITLE COMPANY RECEIPT

Title Company acknowledges receipt of Earnest Money in the amount of $1,000.00 and a copy of this contract executed by both Buyer and Seller.

San Marcos Title Company

By: ________________________________

Name: ______________________________

Date: __________________________

17
AGENDA CAPTION:
Consider approval by motion of an Out of City Utility Extension request by Ramsey Engineering, LLC, for approximately 4.851 acres, more or less, out of the J.M. Veramendi Survey No. 2, located at 128 Spring Road, San Marcos, Texas.

Meeting date: August 7, 2018

Department: Planning and Development Services

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

Fiscal Note:
Prior Council Action: n/a

City Council Strategic Initiative: n/a

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

Master Plan:
Vision San Marcos - A River Runs Through Us
Background Information:
The Out of City Utility Extension request is for an approximately 4.851 acre property currently contiguous to the San Marcos City Limits located at 128 Spring Road. The property will be extending water and wastewater to and through the site in order to service approximately 29 proposed single family lots. The property currently has a Preliminary Plat in review with the City and Hays County as well as a Zoning Change Application in review for a proposed zoning to Character District-3 “CD-3”. The property meets the criteria for annexation under Texas Local Government Code Section 43.028 and this annexation process will be occurring concurrently with the Zoning Change process.

In deciding an application for approval of a utility extension, the Council shall consider the criteria of Section 2.4.4.4 as follows:

(a) Whether the location of the proposed development to be served by the extension is consistent with the Comprehensive Plan;
   The property is located in a Low Intensity Zone on the Preferred Scenario Map outside the City Limits. The preferred scenario anticipates that these areas will generally maintain their existing character. The Comprehensive Plan states that these areas should be carefully planned and implemented so that the character of the area remains. The subject property is adjacent to single-family, multi-family, and a sorority house. The subject property is contiguous to existing City Limits.

(b) Whether the extension is proposed to be constructed in accordance with the TCSS, the provisions of Chapter 86 of the City Code, and all other applicable City regulations and standards;
   The proposed utility extension will be constructed in accordance with the City Codes, regulations and standards.

(c) Whether it is feasible to annex the property, and any intervening property which is needed for utility rights-of-way, to the City in a timely manner;
   The property is contiguous to the City Limits and the Quick Annexation process with be considered concurrently with the proposed rezoning of the property.

(d) Whether the utility extension would compromise the City’s ability to timely provide adequate water or wastewater facilities to property inside the City;
   The proposed utility extension to serve the subject property is funded by the applicant and will not compromise the City’s ability to provide water facilities within the City of San Marcos Water and Wastewater Utility CCN. The applicant may be required to provide easements for the orderly extension of water and wastewater utilities to and through this property. Easements or right-of-way for the utility lines will be dedicated through the platting process.

(e) Whether the utility extension shall lead to premature development that cannot be served efficiently and timely by roadway, drainage or park facilities;
   The property has several development applications in process to ensure that it is adequately served by utility, roadway, and drainage infrastructure.

(f) Whether the utility extension is financially feasible given the proposed means of financing the
extension;
The proposed utility extension to serve the subject property will be funded by the applicant.

(g) Whether the utility extension shall lead to significant degradation of water quality or other environmental resources, either from construction of the water or wastewater improvements, development of applicant’s land, or development of other land that may be served through the extended facilities; and
The property will be required to meet all applicable water quality, and utility infrastructure requirements outlined in the San Marcos Development Code.

(h) Whether the applicant proposed to extend wastewater facilities without utilizing city water facilities.
The applicant is requesting an Out of City Utility Extension for both water and wastewater facilities.

Council Committee, Board/Commission Action:

n/a

Alternatives:
n/a

Recommendation:
Following the review of this application, Staff recommends approval of this utility extension with the following conditions:

1. The dedication of utility easements as determined by the City of San Marcos Engineering Department.
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
OCU-18-02 - Utility Map
128 Spring Road
Spring Ranch Villas
Map Date: 7/16/2018

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
EXHIBIT "A"

BEING A 3.743 ACRE TRACT OF LAND SITUATED IN THE J.M. VERAMENDI SURVEY # 2, ABSTRACT # 17, HAYS COUNTY, TEXAS, SAME BEING COMPRISED OF A CALLED 1.863 ACRE TRACT OF LAND (EXHIBIT A) & A CALLED 1.888 ACRE TRACT OF LAND (EXHIBIT B) CONVEYED TO CAROL CARNES IN VOLUME 727, PAGE 140, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1 inch iron pipe found at a corner of fence, same being at the intersection of the southeast right of way line of Gordon Street (Public R.O.W. Varies) with the southwest right of way line of Mill Avenue (40' Public R.O.W.) (Unimproved), and also being at the north corner of the abovementioned 1.888 acre Carnes tract, for a westerly north corner of the herein described tract of land;

THENCE South 45°57'45" East (South 45°32' East Record), with the southwest line of said Mill Avenue and the meanders of a wire fence line, a distance of 219.59 feet (219.44 Record) to an 8 inch cedar post found at the east corner of said 1.888 acre Carnes tract, for an interior corner of the herein described tract of land, same being at the intersection of said Mill Avenue and the southeast right of way line of a 20' Alley (Unimproved), and also being in the northwest line of the abovementioned 1.863 acre (Exhibit A) Carnes tract;

THENCE North 44°48'26" East (North 45°11' East Record), with the southeast line of said 20' Alley, the common line of said 1.863 acre Carnes tract, and along the meanders of a wire fence, a distance of 119.57 feet (123.57' Record) to a 1/2 inch iron rod found with "Chaparral" cap at the north corner of said 1.863 acre Carnes tract, for an exterior northern corner of the herein described tract of land, same being at the west corner of Lot 1, Post Road Subdivision, as recorded in Volume 9, Page 204, Plat Records of Hays County, Texas;

THENCE South 51°08'55" East (South 50°20' East Record), with the southwest line of said Lot 1, Post Road Subdivision, the common northeast line of said 1.863 acre Carnes tract, and along the meanders of a wire fence, a distance of 272.27 feet (269.19' Record) to a 4 inch cedar post found at the east corner of said 1.863 acre Carnes tract, for the east corner of the herein described tract of land, same being at the north corner of Lot 6A, B.G. Collier Subdivision, as Recorded in Volume 7, Page 187, Plat Records of Hays County, Texas;

THENCE with the northwest line of said Lot 6A, the common southeast line of said 1.863 acre Carnes tract, and along the meanders of a wire fence, the following two (2) courses and distances;

1) South 44°06'43" West (South 43°41' West Record), a distance of 14.73 feet (14.28' Record) to a 1/2 inch iron rod found for a corner of the herein described tract of land;

2) South 46°00'23" West (South 46°04' West Record), a distance of 277.56 feet (278.02')
Record) to a 3" pipe post fence corner found at the south corner of said 1.863 acre Carnes tract, for an easterly south corner of the herein described tract of land, same being at the east corner of Lot 1, Spring Road Subdivision, as recorded in Volume 17, Page 311, Plat Records of Hays County, Texas;

THENCE North 55°31'03" West (North 55°21' West Record), with the northeast line of said Lot 1, Spring Road Subdivision, the common southwest line of said 1.863 acre Carnes tract, and the meanders of a wire fence, a distance of 268.91 feet (269.16' Record) to a 6 inch cedar post found at the northern most corner of said Lot 1, Spring Road Subdivision, same being at the west corner of said 1.863 acre Carnes tract, for an interior corner of the herein described tract of land, also being in the southeast line of the aforementioned 1.888 acre Carnes tract;

THENCE South 44°43'14" West (South 44°51' West Record), with the southeast line of said 1.888 acre Carnes tract, the common northwest line of said Lot 1, Spring Road Subdivision, and the meanders of a wire fence, a distance of 183.47 feet (183.77' Record) to a 8 inch cedar post found at the south corner of said 1.888 acre Carnes tract, for the southern most corner of the herein described tract of land, same being at the east corner of that certain called 1.112 acre tract of land conveyed to James Craft in Volume 4425, Page 534, Official Public Records of Hays County, Texas,

THENCE North 44°32'51" West (North 44°13' West Record), along the common line of said 1.888 acre Carnes tract and said 1.112 acre Craft tract, a distance of 220.38 feet (222.92' Record) to a 4 inch cedar post marking the north corner of said 1.112 acre Craft tract and the common west corner of said 1.888 acre Carnes tract, for the most westerly corner of the herein described tract of land, same being in the southeast right of way line of aforesaid Gordon Street (Public R.O.W. varies);

THENCE North 44°47'32" East (North 45°01' East Record), with the northwest line of said 1.888 acre Carnes tract and the common southeast line of said Gordon Street, a distance of 370.64 feet (370.71' Record) to the POINT OF BEGINNING and CONTAINING 3.743 ACRES OF LAND.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made for informational and/or identification purposes and does not override Item 2 of Schedule B, hereof.
STATE OF TEXAS
COUNTY OF HAYS

1.108 ACRES
J.M. VERAMENDI SURVEY
ABSTRACT # 17

BEING A 1.108 ACRE TRACT OF LAND SITUATED IN THE J.M. VERAMENDI SURVEY # 2, ABSTRACT # 17, HAYS COUNTY, TEXAS, SAME BEING THAT CERTAIN CALLED 1.112 ACRE TRACT OF LAND CONVEYED TO JAMES CRAFT IN VOLUME 4425, PAGE 534, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 4 inch cedar post found at the north corner of said 1.112 acre Craft tract, for the north corner of the herein described tract of land, same being at the common west corner of that certain called 1.888 Acre tract of land (Exhibit B) conveyed to Carol Carnes in Volume 727, Page 140, Official Public Records of Hays County, Texas, same being in the southeast right of way line of Gordon Street (Public R.O.W. Varies);

THENCE South 44°32'51" East (South 44°13'00" East Record), along the common line of said 1.112 acre Craft tract and said Carnes tract, a distance of 220.38 feet (221.27' Record) to a 8 inch cedar post found at the south corner of said 1.888 acre Carnes tract and the common east corner of said 1.112 acre Craft tract, for the east corner of the herein described tract of land, same being in the northwest line of Lot 1, Spring Road Subdivision, as recorded in Volume 17, Page 511, Plat Records of Hays County, Texas;

THENCE South 44°43'14" West (South 45°04'04" West Record), with the southeast line of said 1.112 acre 1.112 acre Craft tract, the common northwest line of said Lot 1, Spring Road Subdivision, and along the meanders of a wire fence, passing at a distance of 191.52 feet passing a 1/2 inch iron rod with "Byrn" cap found at the west corner of said Lot 1, Spring Road Subdivision, and continuing for a total distance of 202.67 feet (202.53' Record) to a 1 inch iron pipe found at the south corner of said 1.112 acre Craft tract, for the south corner of the herein described tract of land, same being in the northeast line of Spring Road (Public R.O.W. Varies);

THENCE North 52°52'23" West (North 52°47'00" West Record), with the northeast line of said Spring Road, the common southwest line of said 1.112 acre Craft tract, and along the meanders of a wire fence, a distance of 222.61 feet (223.06' Record) to a nail set in asphalt at the west corner of said 1.112 acre Craft tract, for the west corner of the herein described tract of land, same being at the intersection of said Spring Road and aforesaid Gordon Street, and from which a 1 inch iron pipe found at the south corner of Lot 3, Keck Addition, as recorded in Volume 5, Page 74, Plat Records of Hays County, Texas bears North 52°52'23" West, a distance of 495.80 feet;

THENCE North 44°47'32" East (North 45°00'00" East Record), with the northwest line of said 1.112 acre Craft tract, and the common southeast line of said Gordon Street, a distance of 234.90 feet (235.77' Record) to the POINT OF BEGINNING and CONTAINING 1.108 ACRES OF LAND.

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

I, Richard H. Taylor, do certify that this description and associated exhibit were prepared this date from a boundary survey performed under my direction during May 4, 2016, and is true and correct to the best of my knowledge and belief.

Richard H. Taylor
Registered Professional Land Surveyor
No. 3986 State of Texas
Attachment: Drawing of 4.851 acres (REV.)
Job: 16-6160

12/15/17 Date
SPRING RANCH VILLAS
SPRING ROAD AT GORDON ROAD
OUT-OF-CITY UTILITY SERVICE REQUEST
WATER AND WASTEWATER FLOW CALCULATIONS

April 30, 2018

WATER
For 27 Single-Family Residential Lots
Average Day Demand = 0.24 GPM/SUE = 6.5 GPM
Maximum Day Demand = 0.70 GPM/SUE = 18.9 GPM
Peak Hour Demand = 1.2 GPM/SUE = 32.4 GPM
Source: COSM Water Design Criteria

WASTEWATER
For 27 Single-Family Residential Lots
Average Daily Flow = 225 GPD/SUE = 6,075 GPD = 4.22 GPM
Peaking Factor = 3.31
Peak Dry Weather Flow = 20,108 GPD = 13.96 GPM
I/I = 750 GPD/Acre x 4.851 Acres = 3,638 GPD
Peak Wet Weather Flow = 23,746 GPD = 16.5 GPM
Source: COSM Wastewater Design Guide 2015

4/30/18
Stephen Ramsey
State of Texas
Licensed Professional Engineer

Stephen Ramsey
OUT-OF-CITY UTILITY EXTENSION OR CONNECTION APPLICATION FORM

CONTACT INFORMATION

Applicant's Name: Ramsey Engineering, LLC
Applicant's Mailing Address: 3206 Yellowpine Terrace, Austin, TX 78757
Applicant's Phone #: 512-650-6800
Applicant's Email: ramsey-eng@att.net

Property Owner: Top of the Hill Properties, LLC
Owner's Mailing Address: 4001 Firstview Drive, Austin, TX 78731
Owner's Phone #: 512-775-9130
Owner's Email: kevin.a.dufour@gmail.com

PROPERTY INFORMATION

Subject Property Address(es): 128 Spring Road
Total Acreage: 4.851
Tax ID #: R 12279; R 12373
Development Name / Developer, if available: Spring Ranch Villas

DESCRIPTION OF REQUEST

Proposed Use: X Residential  Commercial  Industrial  Other: 
Service Requested: X Water  X Wastewater note: City wastewater is only available to City water service customers
Type of Request: X Connect to Existing Main  Extend Existing Main to Subject Property*

*Utility extensions require approved Public Improvement Construction Plans prior to consideration by City Council

Estimated Utility Demand: Water Peak Hour=32.4 GPM; Peak WW Wet Weather=16.5 GPM

Current Water Service Area (CCN): COSM

AUTHORIZATION

All required application documents are attached. Please read the city’s policies and procedures for an out of city utility extension request and understand my responsibility to be present at meetings regarding this application.

OCU - Extension Filing Fee $750 Technology Fee $11 TOTAL COST $761
OCU - Connection Filing Fee $0 Technology Fee $11 TOTAL COST $11

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

To be completed by Staff: ___________________________ Accepted By: ___________________________ Date Accepted: ____________
Proposed Meeting Date: ___________________________ Application Deadline: ___________________________

APPLY ONLINE - WWW.MYGOVERNMENTONLINE.ORG/
OWNER'S ACKNOWLEDGEMENT AND CONSENT TO ANNEXATION

I hereby certify that I understand all of the following policies of the City of San Marcos regarding out-of-city utility extensions and connections:

1. All costs for utility connections are to be borne by the owner.
2. The City does not provide wastewater service unless City water service is used.
3. The owner must consent to annexation of the subject property into the City.
4. Utility extensions require a written request for annexation of an area at least 15 feet in width from each property owner along the intended route of the line extension if the subject property is not contiguous to the existing city limits.
5. The owner/applicant/developer waives their option to a development agreement in favor of annexation.

I hereby certify that I am not seeking waiving of development standards for any project by completing this application.

In consideration of the City's approval of this application, I hereby petition the City for annexation of the property to be served by the utility, and I certify that I am either the owner of the subject property or the duly authorized agent of the owner. I understand that this consent to annexation will be binding on the current and future owners of the subject property, and that this consent will be recorded in the official county records if this request is approved.

Signature: [Signature]
Date: 6/2/18

Print Name: Austin Hill

STATE OF TEXAS

COUNTY OF Travis

SWORN TO AND SUBSCRIBED BEFORE ME ON 6-2-18 (date)

BY Austin D. Hill, KNOWN PERSONALLY TO ME OR PROVIDED TO ME
BY A PHOTO IDENTIFICATION, TO BE THE PERSON WHO EXECUTED THIS INSTRUMENT

SIGNED: [Signature]

NOTARY PUBLIC, STATE OF TEXAS

MY NOTARY EXPIRES ON February 24, 2022

To be completed by Staff: Case # ___________
Item 33
Consider approval by motion of an Out of City Utility Extension request by Ramsey Engineering, LLC, for approximately 4.851 acres, more or less, out of the J.M. Veramendi Survey No. 2, located at 128 Spring Road, San Marcos, Texas.
Summary

- 4.851 +/- acres
- Located adjacent to City Limits
- Extending water and wastewater to and through property
- Proposing Single Family Subdivision (29 lots)
- Concurrent Applications in Review:
  - Preliminary Plat
  - Zoning Change Application to CD-3
  - Annexation
Staff Recommendation

Following the review of this application, Staff recommends approval of this utility extension with the following conditions:

1. The dedication of utility easements as determined by the City of San Marcos Engineering Department.
AGENDA CAPTION:
Discuss and consider an appointment to fill a vacancy on the Senior Citizen Advisory Board and the annual appointments to the Greater San Marcos Partnership Board of Directors, and provide direction to Staff.
Meeting date: 8/7/2018

Department: City Clerk

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

Fiscal Note:
Prior Council Action: N/A

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:

**Senior Citizen Advisory Board is seeking an appointment to fill one vacancy**

Applicants include:
- a) Mary Catherine Clayton
- b) David Lewis

This term is set to expire February 28, 2019

**The Greater San Marcos Partnership Board of Directors is seeking appointments to fill the following roles:**

- a) **City Manager**: Bert Lumbreras
- b) **Mayor**: Mayor Thomaides
- c) **Two (2) Council Members**: currently represented by Council Member Hughson and Council Member Mihalkanin
- d) **San Marcos Regional Airport Representative designated by Airport Advisory Board**: Chuck Nash
- e) **Economic Development Board Chair**: Joe Kenworthy

All terms is set to commence on October 1, 2018 and expire September 30, 2019.

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

N/A

**Alternatives:**

Click or tap here to enter text.

**Recommendation:**

Appoint Members to fill the specified roles.
AGENDA CAPTION:
Hold discussion regarding the two times per year Preferred Scenario Map Amendment (PSA) limitation for any PSA request, and provide direction to the City Manager.
Meeting date: August 7, 2018

Department: City Clerk’s Office for Council

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

Fiscal Note:

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

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

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

Master Plan: [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]
Choose an item.
**Background Information:**
This item was requested by Council Members Prewitt and Hughson

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

**Alternatives:**
N/A

**Recommendation:**
N/A
The following memo provides a summary of how the Preferred Scenario Amendment process was created.

**Prior to Vision San Marcos:**

Prior to the adoption of Vision San Marcos the City was operating with a Future Land Use Map which was adopted with the Horizons Master Plan. Changes in zoning often resulted in a concurrent request to change the future land use of the property. The frequent changes to the Future Land Use Map (Comprehensive Plan) were noted.

- At the height of development in San Marcos, 29 Future Land Use Map Amendments were processed with an average of 20 applications processed between 2010 and 2012

**Vision San Marcos**

Following multiple meetings with the Public and the Comprehensive Plan Committees, the Preferred Scenario Map was formed. This map is not “use based” like the Future Land Use Map, but is focused more on where the community wished to see density. The community and Committees hoped that this change in focus would result in fewer requests to amend the Comprehensive Plan Map and in turn, the following language was added to the Plan.

- In order to ensure the intent of this plan and the community driven preferred scenario are upheld, it is recommended that amendments to this plan be limited…Amendments should be permitted, at a maximum, twice a year at a time determined by city staff….The review time for applications for amendments should be sufficient to allow staff time to study the requests for trends and utilize appropriate models and tools offered with this plan…

- Since the adoption of Vision San Marcos an average of 4 applications has been processed each year (2013-2017).

**Incorporation of Vision San Marcos into the LDC**

Almost immediately following the adoption of Vision San Marcos in March, 2013, City staff proposed amendments to the Land Development Code as a stop-gap measure to ensure that the Plan was an enforceable document to guide future development. It was always anticipated that an entire rewrite of the Land Development Code would soon follow.
The initial incorporation of the Plan into the LDC included:

- Changing all references to the Horizons Master Plan and Future Land Use Map to Vision San Marcos and Preferred Scenario Map, respectively.
- Creating a Zoning Translation Table to assist in allowing the Comprehensive Plan to be enforced with zoning districts that “spoke a different language”
- Codifying the twice-per-year preferred scenario amendment processes
- Requiring that Preferred Scenario Map Amendments be processed separately from Zoning Changes to allow thoughtful consideration of the Comprehensive Plan change absent of a future proposed use.

Pre-CodeSMTX

In 2015 staff was directed to amend the Land Development Code to require that zoning change requests be submitted concurrently with a Preferred Scenario Amendment request. This change allowed the decision makers to consider the final use of the property along with the request to amend the Comprehensive Plan.

Finding that the procedures for processing a Preferred Scenario Amendment did not provide as much outreach as was anticipated under the Comprehensive Plan, staff was directed to amend the timeline and include an additional public hearing at City Council. This LDC Amendment was passed by Council in 2016.

In 2017 staff, and Council, was approached with a potential economic development opportunity and following discussion and direction, allowed staff to process Preferred Scenario Amendments three times. The third cycle was not necessary as there were no applications received.

Post-CodeSMTX

The new San Marcos Development Code largely maintained the procedures for processing a Preferred Scenario Amendment. Items that were amended in the new code include:

- Increased notification requirements
- Allowing economic development related requests to be considered more often than twice per year
ORDINANCE NO. 2016-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING SECTIONS 1.4.1.2, 1.4.1.4 AND 1.5.1.2 OF THE LAND DEVELOPMENT CODE TO REQUIRE THAT ANY REQUEST FOR AN AMENDMENT TO THE PREFERRED SCENARIO MAP OF THE CITY’S COMPREHENSIVE PLAN BE ACCOMPANIED BY AN APPLICATION FOR A CONSISTENT ZONING MAP AMENDMENT AND THAT TWO PUBLIC HEARINGS BE CONDUCTED BY THE CITY COUNCIL BEFORE CONSIDERATION OF AN AMENDMENT TO THE PREFERRED SCENARIO MAP; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF ANY CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

1. City staff proposed and the Planning and Zoning Commission has considered and recommended approval of revisions and amendments to the Land Development Code.

2. The City Council hereby finds and determines that the adoption of the following ordinance incorporating such revisions and amendments is in the interest of the public health, welfare and safety.

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

SECTION 1. The Land Development Code is amended as set forth below. Added text is indicated by underlining. Deleted text is indicated by strikethroughs.

SECTION 2. Section 1.4.1.2(c) is amended as follows:

Section 1.4.1.2 Application Requirements

(a) Responsible Official. The Director shall be the responsible official for a petition for a Comprehensive Plan amendment submitted by a property owner.

(b) Contents—Map Amendment. An amendment to the Comprehensive Plan shall be accompanied by an application prepared in accordance with Chapter 1 of the Technical Manual.

(c) Accompanying Applications. A request for amendment of the Preferred Scenario Map submitted by a property owner must be accompanied by an application for a consistent zoning amendment for land within the City limits, or by a Subdivision Concept Plat, for land within the
extraterritorial jurisdiction. After approval of a Preferred Scenario Map amendment, any accompanying applications shall be consistent with the amendments. In the case of a request to amend a facility master plan map, the application may be accompanied by a request to extend utilities. Thereafter, any accompanying applications shall be consistent with the amendments.

SECTION 3. Section 1.4.1.4(e) is amended as follows:

Section 1.4.1.4 Processing of Application and Decision

(a) Submittal. A petition for amendment of the Comprehensive Plan shall be submitted to the Director. Public hearing for the request will be held in accordance with the schedule established under Section 1.4.1.1(b).

(b) Notice. The Director shall cause personal notice of the hearing to be mailed in accordance with Article 3, Division 2 of this Chapter 1. In addition, for Preferred Scenario Map amendments, the Director shall post supplemental documentation on the City's website and hold a public informational meeting with, members of the Neighborhood Commission and the Council of Neighborhood Associations (CONA) prior to the public hearing.

(c) Hearing. The Planning and Zoning Commission shall hold a public hearing on the petition in accordance with Article 3, Division 3 of this Chapter 1 after receiving the report and recommendation of the Director.

(d) Commission Recommendation. The Planning and Zoning Commission shall make a recommendation regarding the proposed Comprehensive Plan amendment(s) to the City Council. The Planning and Zoning Commission may recommend approval, approval with conditions, or denial of the petition for a Comprehensive Plan amendment.

(e) Decision by Council. Following receipt of the recommendation of the Planning and Zoning Commission, the City Clerk shall schedule a two public hearings to determine whether to approve and adopt the amendment(s). The City Clerk shall cause notice of the each hearing to be published in accordance with Article 3, Division 2 of this Chapter 1. After the public hearings are closed, the Council may approve, reject or modify the requested amendments by adoption of an ordinance. The maps of the Comprehensive Plan shall be amended to reflect the Council's decision as needed.

SECTION 4. Section 1.5.1.2(a) is amended as follows:

Section 1.5.1.2 Sequence of Approvals

(a) Prior Applications. A petition for a zoning map amendment shall not be approved unless the following petitions, where applicable, have been approved and remain in effect:
(1) Any petition for amendment of the City's Comprehensive Plan upon which the petition for zoning map amendment is dependent; and 

(2) Any petition for amendment of the regulations in Chapter 4 of this Land Development Code required to authorize the use in the zoning district requested in the petition.

(b) Subsequent Approvals. No application for a quasi-judicial or administrative development application shall be approved until a petition for a zoning map amendment has been approved authorizing the use or standards proposed in the development application.

SECTION 5. 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 6. If any word, phrase, clause, sentence, or paragraph of this ordinance is held to be unconstitutional or invalid by a court of competent jurisdiction, the other provisions of this ordinance will continue in force if they can be given effect without the invalid portion.

SECTION 7. All ordinances and resolutions or parts of ordinances or resolutions in conflict with this ordinance are repealed.

SECTION 8. This ordinance will take effect after its passage, approval and adoption on second reading.

PASSED AND APPROVED on first reading on August 16, 2016.

PASSED, APPROVED AND ADOPTED on second reading on September 6, 2016.

John Thomaides
Mayor Pro Tem

Attest:

Approved:

Jamie Lee Case
City Clerk

Michael J. Cosentino
City Attorney