



City of San Marcos

Regular Meeting Agenda - Final City Council

Wednesday, October 7, 2020

6:00 PM

Virtual Meeting

Due to COVID-19, and as long as the State Disaster Declaration is in effect, this will be a virtual meeting. To view the meeting please go to www.sanmarcostx.gov/videos or watch on Grande channel 16 or Spectrum channel 10.

I. Call To Order

II. Roll Call

III. 30 Minute Citizen Comment Period

Persons wishing to participate (speak) during the Citizen Comment portion of the meeting must email citizencomment@sanmarcostx.gov prior to 12:00PM the day of the meeting. A call in number to join by phone or link will be provided for participation on a mobile device, laptop or desktop computer.

PRESENTATIONS

1. Receive status reports and updates on response to COVID-19 pandemic; hold council discussion, and provide direction to Staff.

CONSENT AGENDA

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

2. Consider approval, by motion, of the following meeting Minutes:
 - A. September 15, 2020 - Work Session Meeting Minutes
 - B. September 15, 2020 - Regular Meeting Minutes
 - C. September 23, 2020 - Special Meeting Minutes
3. Consider approval of Ordinance 2020-76, on the second of two readings, amending Article 3 of Chapter 66 of the San Marcos City Code to transfer oversight responsibility for permitting commercial solid waste haulers from the Public Services Department to the Neighborhood Enhancement Department and increasing the permit fee to 7% of gross revenues; providing a savings clause; providing for the repeal of any conflicting provisions; and providing an effective date.
4. Consider approval of Resolution 2020-202R, approving a renewal of the agreement with the Texas Department of Transportation for advertisement in the Texas Highway Magazine to promote tourism in the estimated annual amount of \$9,735.10 to include the

authorization of three one-year additional renewals in the total contract amount of \$58,680.35; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.

5. Consider approval of Resolution 2020-203R, approving the renewal of an agreement with CrowdRiff, Inc. relating to internet advertising software used by the San Marcos Convention and Visitor Bureau to promote tourism in the estimated annual amount of \$18,900.00 to include the authorization of three additional one-year renewals for a total contract amount of \$84,900.00; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.
6. Consider approval of Resolution 2020-204R, approving the renewal of an agreement with Madden Reprint Media, LLC relating to internet search engine marketing used by the San Marcos Convention and Visitor Bureau to promote tourism in the estimated annual amount of \$35,999.77 to include the authorization of three additional one-year renewals for a total contract amount of \$146,984.53; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.
7. Consider approval of Resolution 2020-205R, approving the award of a construction contract to Montoya Anderson Construction, Inc. for the Hopkins Street Multi-Use Bike and Pedestrian Project in the estimated amount of \$1,483,214.00; authorizing the City Manager or his designee to execute the construction contract on behalf of the City; and declaring an effective date.
8. Consider approval of Resolution 2020-206R, approving a professional services agreement with Floodace, LLC for the asset management system development project in the estimated amount of \$149,885.00; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.
9. Consider approval of Resolution 2020-207R, approving a Change in Service to the engineering services agreement with American StructurePoint, Inc. relating to the Sessom Drainage Improvements Project to add engineering design services for revising traffic control, signage, and pavement markings along Academy Street and Sessom Drive from Holland Street to LBJ Drive in the estimated amount of \$96,204.00 for a total contract price of \$523,704.62; authorizing the City Manager or his designee to execute the appropriate documents to implement the Change in Service; and declaring an effective date.
10. Consider approval of Resolution 2020-208R, approving a Consent of Encroachment Agreement with Ella Lofts Funding Company, LLC that allows certain improvements to encroach within a City drainage easement in the vicinity of Chestnut Street and Live Oak Street, subject to the owner of such improvements granting a drainage easement to the City for improvements along Sessom Creek as part of the Edwards Aquifer Habitat Conservation Plan; 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 2020-209R, approving amendments to the original Interlocal Cooperation Agreement that established the Austin Regional Intelligence Center and the Interlocal Cooperation agreement for sustainment funding for the Austin Regional Intelligence Center, that enabled the Police Department and other regional law

enforcement agencies to share information, which amendments add five new partner agencies to the agreements; authorizing the City Manager or his designee to execute these amendments on behalf of the City; and declaring an effective date.

12. Consider approval of Resolution 2020-210R, approving an Airport Facility Lease Agreement for Commercial Use for Airport property located at 1747 Airport Drive with Surveying and Mapping, LLC for an initial five-year term in the total amount of \$203,680.00 in revenue to the City in response to Request for Proposals No. 220-141; authorizing the City Manager or his designee to execute the lease on behalf of the City; and declaring an effective date.
13. Consider approval of Resolution 2020-211R, approving a Lease of Airport Property for Agricultural Use with Curby D. Ohnheiser at the San Marcos Regional Airport for an initial three-year term with authorization for an additional three-year term in the total annual amount of \$64,474.32 of revenue to the City in response to Request for Proposals No. 220-140; authorizing the City Manager or his designee to execute the Lease Agreement on behalf of the City; and declaring an effective date.
14. Consider approval of Resolution 2020-212R, approving an agreement with Envirosight, LLC. through the Texas BuyBoard Purchasing Cooperative for sewer inspection vehicle and equipment in the estimated amount of \$72,222.00; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.
15. Consider approval of Resolution 2020-213R, approving an agreement with Milsoft Utility Solutions, Inc. for an Outage Management System for use by the Public Services Department to include, among other services, software and technical support for an initial five-year term in the estimated annual amount of \$235,000.00 and authorizing five optional one-year terms for a total contract term of ten years; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.
16. Consider approval of Resolution 2020-214R, opposing the relocation of retail services provided by the San Marcos Main Post Office from 210 South Stagecoach Trail to 900 Bugg Lane, San Marcos, Texas; and providing an effective date.
17. Consider approval of Resolution 2020-215R, revising the composition of the Finance and Audit Committee to limit the staff members of the committee to the City Manager, Assistant City Managers, and the Finance Director, and providing that the Council Members on the committee will be the Mayor, Mayor Pro-Tem, Deputy Mayor Pro-Tem or another City Council Member appointed by the City Council if there is no Deputy Mayor Pro-Tem; clarifying that the role of the committee includes audit processes; and declaring an effective date.
18. Consider approval of Resolution 2020-216R, approving a Change in Service to the agreement with Texas Disposal Systems, Inc. for collection and disposal of solid waste and recyclable materials to extend the agreement for five years at an estimated annual increase of \$400,000.00; authorizing the City Manager or his designee to execute the Change in Service on behalf of the City; and declaring an effective date.

19. Consider approval of Resolution 2020-217R, approving the terms of a Settlement Agreement to resolve all claims in the pending litigation styled-The Mayan at San Marcos River, LLC and the City of Martindale Texas v. City of San Marcos: Case No. 18-0985-CV-A in the 25TH Judicial District Court of Guadalupe County, Texas and on appeal to the Fourth Court of Appeals of Texas Under Case No. 04-19-00018-CV; authorizing the City Manager to sign the Settlement Agreement; and declaring an effective date.

PUBLIC HEARINGS

Persons wishing to participate (speak) during the Public Hearing portion of the meeting must email citizencomment@sanmarcostx.gov prior to 12:00PM the day of the meeting. A call in number to join by phone or link will be provided for participation on a mobile device, laptop or desktop computer.

20. Receive a Staff presentation and hold a public hearing to receive comments for or against Resolution 2020-219R, approving a Development Agreement with Rattler Road Storage, LLC to provide for the annexation and to regulate the future development of approximately 3.62 acres of land in the City's Extraterritorial Jurisdiction generally located on the north side of Rattler Road, between Old Bastrop Hwy and Hwy 123; authorizing the City Manager, or his designee, to execute said agreement on behalf of the City; and providing an effective date; and consider approval of Resolution 2020-219R.
21. Receive a Staff presentation and hold a public hearing to receive comments for or against Resolution 2020-218R, making findings as to the advisability of the improvements proposed in the petition to create the Staples Road Public Improvement District (the "District"); establishing the district; creating the Staples Road Public Improvement District Board of Directors (the "Board"); appointing members to the board; and providing for an effective date.

NON-CONSENT AGENDA

22. Consider approval of Ordinance 2020-60, on the first of two readings, amending Section 2.361 of the San Marcos City Code relating to the general powers and duties of the San Marcos Arts Commission and recommendations and decisions on funding made by the San Marcos Arts Commission; including procedural provisions; providing for the repeal of any conflicting provisions; and providing an effective date.
23. Consider approval of Ordinance 2020-78, on the first of two readings, repealing Divisions 23 and 24 of Article 3, Chapter 2 of the San Marcos City Code that established the San Marcos Youth Commission and the San Marcos Commission on Children and Youth, respectively, in connection with the transitioning of the provision of Youth Services through the Core 4 Partnership with Hays County, Texas State University and the San Marcos Consolidated Independent School District; dissolving said commissions; including procedural provisions; and providing an effective date.
24. Consider approval of Ordinance 2020-79, on the first of two readings, reducing the speed limit from 30 miles per hour to 25 miles per hour along the 500-1200 blocks of Burleson Street between Moore Street and Prospect street; authorizing the installation of signs and

traffic control devices reflecting the new speed limit; directing that the traffic register maintained under section 82.067 of the San Marcos City Code be amended to reflect the new speed limit; and including procedural provisions.

25. Discuss and take action on the creation, appointment, and implementation of a Comprehensive Plan Rewrite Steering Committee charged with assisting in the City's Comprehensive Plan rewrite; and provide direction to Staff.
26. Consider applications from interested citizens for service on an ad hoc committee to study the use of force policies of the San Marcos Police Department and make recommendations to the Chief of Police and City Council, hold discussion and make nominations to the committee, and provide direction to staff.
27. Consider the appointment of three city representatives to the Core Four Task Force, an advisory group to the Core Four Policy Group, and provide direction to Staff.
28. Consider the appointment of three city representatives to the Core Four Policy Group, and provide direction to Staff.

EXECUTIVE SESSION

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

29. Executive Session in accordance with the following Government Codes:
 - (A) Section § 551.087 - Economic Development: to receive a staff briefing and deliberate regarding economic incentives for Project Spec and Project Lord of the Rings.

ACTION/DIRECTION FROM EXECUTIVE SESSION

30. Consider action, by motion, regarding the following Executive Session items held during the Work Session and/or Regular Meeting and in accordance with the following Government Codes:
 - (A) Section § 551.087 - Economic Development: to receive a staff briefing and deliberate regarding economic incentives for Project Spec and Project Lord of the Rings.

IV. Adjournment.

POSTED ON THURSDAY, OCTOBER 1, 2020 @ 12:00 PM

TAMMY K. COOK, INTERIM CITY CLERK

Notice of Assistance at the Public Meetings

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



Legislation Text

File #: ID#20-670, **Version:** 1

AGENDA CAPTION:

Receive status reports and updates on response to COVID-19 pandemic; hold council discussion, and provide direction to Staff.

Meeting date: October 7, 2020

Department: City Manager's Office

Amount & Source of Funding

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

Fiscal Note:

Prior Council Action: [Click or tap here to enter text.](#)

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

Choose an item.

Choose an item.

Choose an item.

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

- Economic Development - Choose an item.
- Environment & Resource Protection - Choose an item.
- Land Use - Choose an item.
- Neighborhoods & Housing - Choose an item.
- Parks, Public Spaces & Facilities - Choose an item.
- Transportation - Choose an item.
- Core Services
- Not Applicable

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

Choose an item.

Background Information:

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.

City of San Marcos

City Council Meeting

October 7, 2020

Status Report

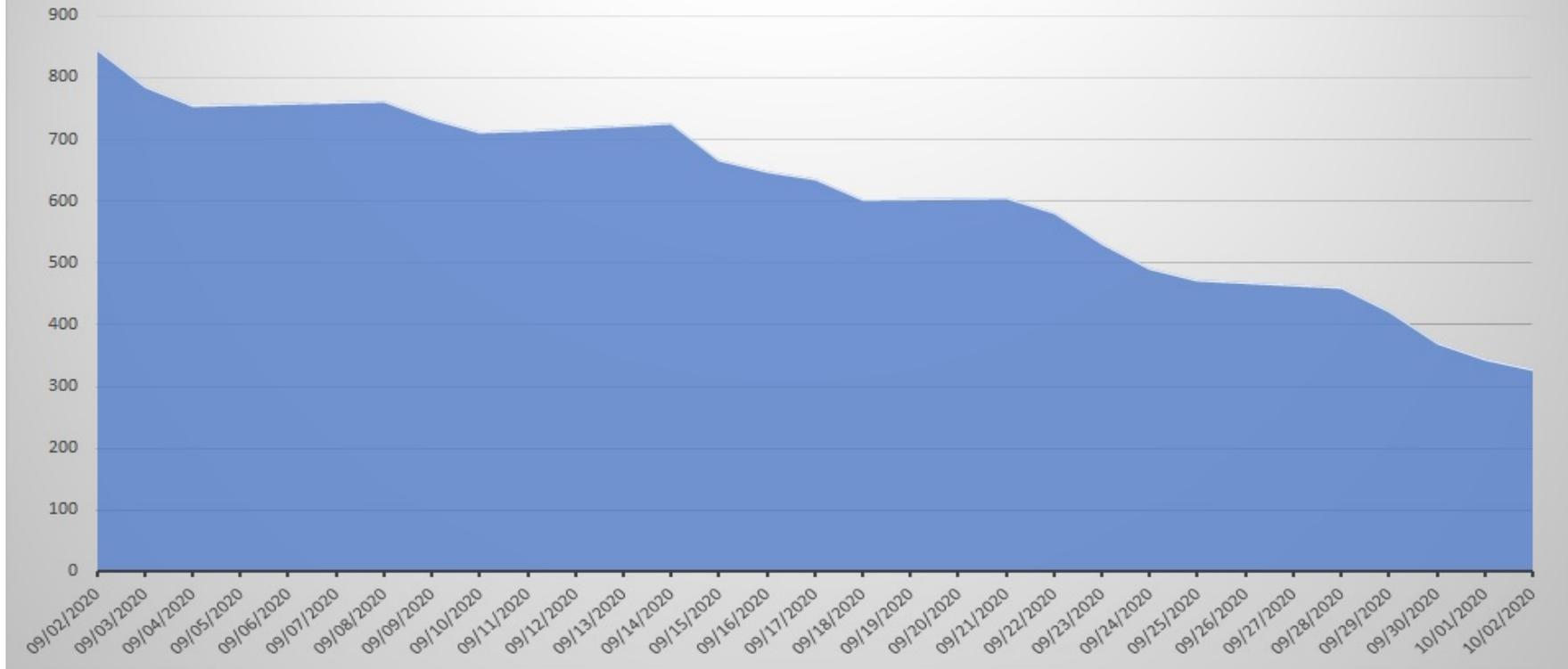
Item 1

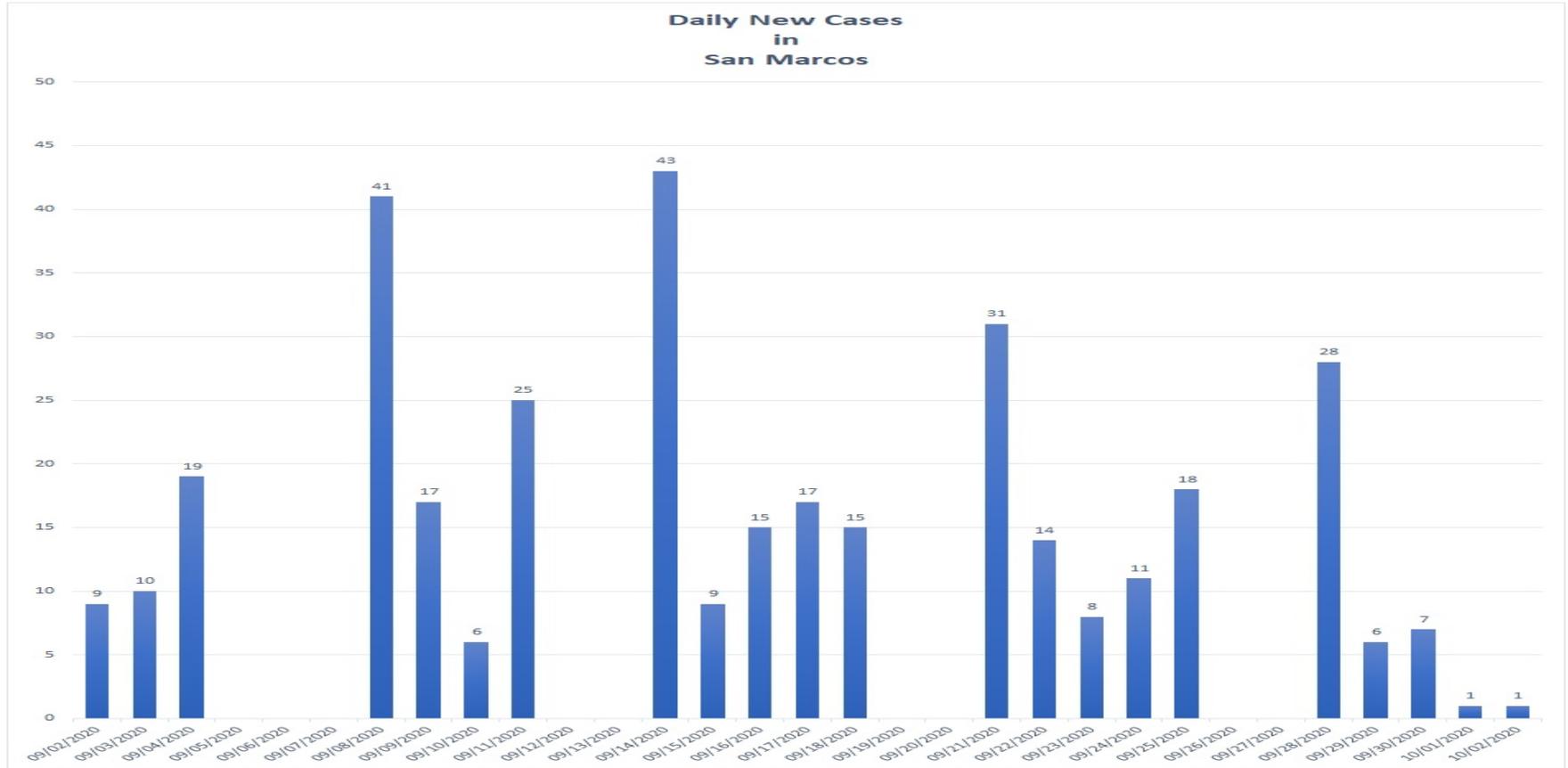
Receive status reports and updates on response to COVID-19 pandemic; hold Council discussion, and provide direction to Staff.

Known Cases – as of October 5

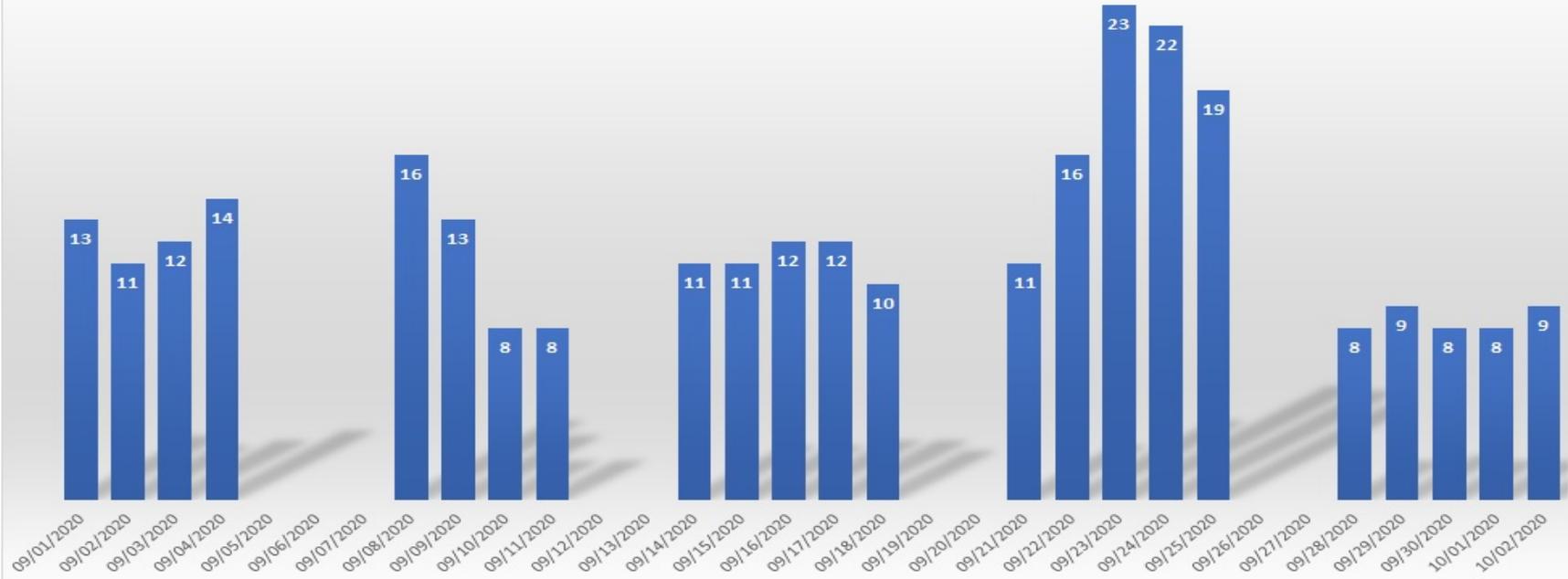
- **More than 765k total cases (71,319 active) cases in Texas with 16,025 fatalities**
 - *source: Texas Department of State Health Services*
- **5,951 total cases in Hays County (1,277 active and 4,619 recovered) with 55 fatalities**
 - 345 cases have required hospitalization, 9 current
- **3,010 total cases in San Marcos (328 active and 2,652 recovered) with 30 fatalities**
 - *source: Hays County Health Department*
- **656 total cases at TX State (74 active)**
 - 614 students, 42 faculty/staff
 - *source: Texas State University Student Health Services*

Active Cases San Marcos





Currently Hospitalized County Residents



Testing Overview

- **33,158 tests administered county wide**
 - 27,207 negative (82%)
 - 5,951 confirmed (18%)
- **County free testing – Live Oak Clinic on Broadway and Live Oak Primary Care clinic in Wimberley**
- **New free testing**
 - 601 CM Allen Parkway (Ramon Lucio Park)
 - Provided by Curative through partnership between TDEM, Hays County, and San Marcos
 - Open daily from 9 a.m to 5 p.m.

Updates to Governor Abbott's Actions

- **September 17: Expands Capacity for Certain Services in Texas**
 - Increased capacity to 75% for restaurants, offices, manufacturers, museums, libraries, gyms except in areas with high hospitalizations
 - Bars and commercial rafting or tubing services to remain closed
- **September 25: \$171 million of CARES funding allocated to TX Eviction Diversion Program**
 - Allows TX Supreme Court, Office of Court Administration, and TX Dept of Housing and Community Affairs to work in partnership with local governments.
 - \$167 million to targeted rental assistance; \$4.2 million to help the state's legal aid providers, pro bono lawyers provide basic legal services
 - Specific details not yet available
- **October 1: Proclamation related to mail-in ballot delivery**
 - All mail-in ballots must be delivered to a single location administered by the county's early voting clerk (effectively shut down satellite locations for mail-in ballots) sanmarcostx.gov
 - Pending litigation

- <http://www.sanmarcostx.gov/covid19info>
- <http://haysinformed.com/health-update/>
- <https://hayscountytexas.com/covid-19-information-for-hays-county-residents/>
- <https://www.txstate.edu/coronavirus>
- <https://www.smcisd.net/>
- <https://www.dshs.texas.gov/coronavirus/>
- <https://www.trla.org/covid19-main>



Legislation Text

File #: ID#20-671, **Version:** 1

AGENDA CAPTION:

Consider approval, by motion, of the following meeting Minutes:

- A. September 15, 2020 - Work Session Meeting Minutes
- B. September 15, 2020 - Regular Meeting Minutes
- C. September 23, 2020 - Special Meeting Minutes

Meeting date: 10/7/2020

Department: City Clerk

Amount & Source of Funding

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

Fiscal Note:

Prior Council Action: Approval of Previous Meeting Minutes

City Council Goal: [Please select goal from dropdown menu below]

Choose an item.

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

- Economic Development Choose an item.
- Environment & Resource Protection Choose an item.
- Land Use Choose an item.
- Neighborhoods & Housing Choose an item.
- Parks, Public Spaces & Facilities Choose an item.
- Transportation Choose an item.
- Not Applicable

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

Choose an item.

Background Information:

The following minutes are attached for review:

- A. September 15, 2020 - Work Session Meeting Minutes
- B. September 15, 2020 - Regular Meeting Minutes
- C. September 15, 2020 - Special Meeting Minutes

Council Committee, Board/Commission Action: [Click or tap here to enter text.](#)

Alternatives:

Recommendation: Approve Minutes as attached



City of San Marcos

Work Session Meeting Minutes City Council

Tuesday, September 1, 2020

3:00 PM

Virtual Meeting

This meeting was held using conferencing software due to Covide-19 rules.

I. Call To Order

With a quorum present, the work session meeting of the San Marcos City Council was called to order by Mayor Hughson at 3:02 p.m. Tuesday, September 1, 2020. The meeting was held virtually.

II. Roll Call

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

PRESENTATIONS

1. Receive a presentation, by Emergency Services Consulting International, and hold a discussion on the San Marcos Fire Department's Community Risk Assessment and Standard of Cover study, and provide direction to Staff.

Bert Lumbreras, City Manager provided a brief introduction on the Community Risk Assessment and Standards of Cover study performed for the Fire Department. Mr. Lumbreras stated the analysis confirms a number of things; that we have a highly capable Fire Department, that is well equipped and trained, and led by strong management. Mr. Lumbreras stated in addition to having a highly-functioning department, our community continues to grow quickly and additional resources and facilities will be necessary to meet department and national standards. Mr. Lumbreras mentioned the City has other characteristics that must be considered including a majority of residential properties being multi-unit or multi-story, a large population of students and low-and moderate-income families, and the mix of retail and distribution facilities. Mr. Lumbreras mentioned a list of recommendations will be presented and not all of the actions can be implemented quickly; however, we can start incorporating them in the plans. Mr. Lumbreras stated that we have a lot of information to go over and turned it over to Fire Chief Les Stephens to introduce the presenter.

Les Stephens, Fire Chief stated this is the first time this kind of study has been done for the Fire Department. Mr. Stephens introduced Sheldon Gilbert, Chief Executive Officer with Emergency Services Consulting International. Mr. Gilbert provided the presentation regarding the San Marcos Fire Department's Community Risk Assessment and Standard of Cover (CRA/SOC) study.

Mr. Gilbert provided the findings of the study being:

- Multiple geographic restriction zones are impacting response times.
- 58% of residential properties are multi-unit and multi-story.
- A large student population combined with low to moderate income families is impacting risk to residents.
- Major distribution and transportation pipeline via Amazon, HEB, and soon to be built SMART terminal.
- Large retail presence with regionally recognized outlets.
- Limited staffing and fire resources to manage large and/or expanding events.

Mr. Gilbert presented the Community Risk Assessment (CRA) and listed the community target hazards

Occupancy/Hazard Area: Description

Large Building: Sprinklered vs Non-Sprinklered MF, HR, > 50,000 square feet

Public Assembly: Churches, Restaurants, Bars, Libraries, Sports Stadiums

Educational: Public/Private K-12, University, Day Care

Medical/Congregate Care: Hospitals, Urgent Care, Dependent Care Facilities

Government: Detention Centers, Jails, Court, Local/State/Federal Offices

Energy Systems: Pipeline, Major Power Grids

Communication: Cell Towers, Radio Towers, Broadcast Facilities

Tier II Facilities: Facilities (Superfund Amendments & Reauthorization Act)

Major Employers: Major Employment Centers

Largest Tax Generators: Facilities with High Sales/Property Tax Contributions

Distribution Centers: Large Distribution and Fulfillment Centers

Dam & Flood Prone Areas: Dam or Levee Sites with Flood-Prone Areas

Wildfire Risk: Wildland-Urban Interface Locations

Mr. Gilbert provided these Findings:

- Multiple geographic restriction zones are impacting response times.
- 58% of residential properties are multi-unit and multi-story.
- A large student population combined with low to moderate income families is impacting risk to residents.
- Major distribution and transportation pipeline via Amazon, HEB, and soon to be built SMART terminal.
- Large retail presence with regionally recognized outlets.

- **Limited staffing and fire resources to manage large and/or expanding events.**

Mr. Gilbert provided the following recommendations:

- **Develop plans to increase community flood resiliency and planning.**
- **Improve thoroughfare conditions to reduce geographic restriction zones.**
- **Adopt a formal risk assessment program to assign risk classifications to occupancies.**
- **Establish a Community Risk Reduction Division.**
- **Establish funding formula within the City budget construct to adequately fund resources to accommodate existing and future growth (see ERF recommendations).**
- **Explore EMS partnership and innovation with San Marcos Hays County EMS (SMHCEMS).**
- **Review monthly and improve call processing times in accordance with National Fire Protection Association (NFPA) 1221 standards.**
- **Review, report, and improve turnout times to adopted San Marcos Fire Department performance goal.**

Mr. Gilbert showed maps of fire stations current coverage and with fire station 2 relocated to Centerpoint and fire station 6 added with 3 more proposed fire stations.

Council Member Gonzales expressed concerns about the turnout times and why it's taking long. Chief Stephens stated that the calls are handled through the police department dispatchers and calls are being triaged to ensure the appropriate staff and equipment are sent to each call. Electronic handoff from the dispatch system to the Fire system and the difference in the timing is under review. Police department data shows the fire department is in compliance. Mr. Stephens stated is we know the turnout time appears to be long leaving the station. This could be because it is now a verbal report to state they are en route. They will be looking to do this electronically. Chief Stephens stated they would like to move over to a Motor Data Terminal (MDT) which allows to click a button and to check them out and not verbally.

Council Member Gonzales asked when does the clock start? Chief Stephens stated when the dispatcher answers the call, turnout time begins when the tone is received in the station and when the apparatus leaves the building and another notation is when they arrive. Mr. Gilbert stated it all depends on the turnout time due and if the dispatcher is busy with another call, they may not be clicking the button immediately.

Council Member Derrick asked about the flood resiliency Mr. Stephens stated what will be helpful is to get fire stations on the east side of IH 35. We do try to re-locate equipment to the east side of IH 35 when flooding may be imminent.

Council Member Derrick asked Mr. Lumbreras about saving money on the budget, asked when can the city have more resources for fire support or rely on bond projects for the short term? Mr. Lumbreras stated it is difficult to begin this with FY21 but the bond projects were approved in May 2017, one strategy was to think about the maintenance and operations staffing. Mr. Lumbreras stated can't hire staff right away, however we would need time to hire and train. Having a target incrementally in future years beginning in 2022 and looking forward.

Council Member Derrick asked about the increase hazards in mixed development containing both multifamily and commercial. Mr. Gilbert stated mixed used development brings a good robust community as contributing factors but to the fire department perceive it brings in risks and needs its own profile. Retail under residential requires planning for fire prevention and risk assessment.

Council Member Derrick asked about the Community Risk Reduction Division and will that be done with existing employees or a new division? Mr. Gilbert stated that would be up to city staff and if availability is there for existing staff to take up those duties. It works well with Fire Prevention. Mr. Gilbert mentioned there are specific trainings and standards that would need to be adopted and it needs to be addressed.

Council Member Baker asked what the 12% false calls entails. Mr. Gilbert stated where multi family property has fire alarms and that are fire alarms are reset. Mr. Stephens mentioned Mr. Kistner, Fire Marshal had 4 false calls in a hotel. Mr. Stephens stated in 2020 Fire Code amendments has been added where staff will fine owner for multiple false alarms. Fire department staff arrives at the scene to ensure the findings and all calls are treated as real emergencies until decisions are made that they are not.

Council Member Baker asked about Texas State University and barriers that exist around that? Mr. Stephens stated that about 100 calls per year are at Texas State University and the number of calls related to university students is

higher. There are physical barriers to response are there and city staff works closely with the Texas State University and during new construction. Proximity to the location impacts the response time anywhere.

Mayor Hughson asked why are some areas outside of the city included in the travel times for fire response? Mr. Gilbert stated probably due to the timer software and how far it can get but does include extraterritorial jurisdictions (ETJ) for future projects to be considered.

Mayor Hughson wanted to remind all that when the slide shows 20-21 people that is per shift and to determine the number of staff needed, we need to multiply by the 3 shifts.

Mayor Hughson asked about mixed use buildings and what exactly is the disadvantage or what is special about them regarding fire response. She is not against mixed use, but wants to know what the complexities are. Mr. Gilbert stated first story commercial with multiple floors especially if the commercial includes restaurants. It can be handled, we just need to ensure that all safety measures are in place.

EXECUTIVE SESSION

2. Executive Session in accordance with:
 - A. §Sec.551.071 of the Texas Government Code: Consultation with attorney - to receive advice of legal counsel regarding pending litigation, to wit: The Mayan at San Marcos River, LLC and City of Martindale v. City of San Marcos, Docket No. 04-19-00018-CV in the 4th Court of Appeals of Texas
 - B. Section 551.071 - Consultation with Attorney - To receive legal advice from the city attorney regarding the city's requirements for connection or extension of utilities to property located outside the city limits of San Marcos.

A motion was made by Council Member Baker, seconded by Council Member Derrick, to enter into Executive Session at 4:07 p.m. The motion carried by the following vote:

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

Against: 0

III. Adjournment.

Council returned from Executive Session at 5:36 p.m.

A motion was made by Council Member Derrick, seconded by Council Member Gonzales, to adjourn the work session meeting of the City Council at 5:38 p.m., Tuesday, September 1, 2020. The motion carried by the following vote:

- For:** 4 - Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin and Council Member Baker
- Against:** 0
- Absent:** 3 - Council Member Marquez, Deputy Mayor Pro Tem Rockeymoore and Council Member Gonzales

Tammy K. Cook, Interim City Clerk

Jane Hughson, Mayor



**Meeting Minutes
City Council**

Tuesday, September 1, 2020

6:00 PM

Virtual Meeting

Due to COVID-19, and as long as the State Disaster Declaration is in effect, this will be a virtual meeting. To view the meeting please go to www.sanmarcostx.gov/videos or watch on Grande channel 16 or Spectrum channel 10.

I. Call To Order

With a quorum present, the regular meeting of the San Marcos City Council was called to order by Mayor Hughson at 6:04 p.m. Tuesday, September 1, 2020. This meeting was held virtually.

II. Roll Call

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

III. 30 Minute Citizen Comment Period

Paula Taylor spoke on behalf of the Tulip Garden Trail neighbors in the La Cima Community. She asked Council to reconsider the denied Alternative Compliance Request (AC-20-03). Ms. Taylor stated members of the community now have a better understanding of the project and is pleased that Mr. Eric Willis, developer of La Cima, took time to discuss future development and agreed to a joint plan to protect the safety and respect their privacy.

John David Carson spoke against the proposed Land Development Code (LDC) changes, specifically the addition of the Neighborhood District “ND” 3.2 and Character District “CD” 2.5. Mr. Carson asked Council to remove these Districts from the LDC amendments and not adopt them as both are contradictory to the goals and objectives of CodeSMTX and the Comprehensive Plan. Mr. Carson expressed concerns about creating these proposed “ND” 3.2 and “CD” 2.5 districts. They may create politically easy categories for rezoning, but they will not create a more sustainable or equitable San Marcos.

John Garcia would like the City to reach out to apartment complex managers and request they allow no parties on premises during the pandemic. Mr. Garcia expressed concerns of restaurants not following the COVID guidelines of

maximum capacity and not following the Texas Alcoholic Beverage Commission rules. Mr. Garcia would like for the City to find an alternative route from the alley between Cheatham Street and Grove Street as they are seeing a lot of vehicle traffic and littering. Mr. Garcia expressed concerns with the Water/Wastewater rate increase for new added apartments vs. residential residents that have lived here longer. Mr. Garcia supports the creation of an ordinance to allow people to enter the river on private lots.

PRESENTATIONS

1. Receive status reports and updates on response to COVID-19 pandemic; hold council discussion, and provide direction to Staff.

Chase Stapp, Director of Public Safety provided a presentation regarding the COVID-19 pandemic.

Known Cases – as of August 28

- >5.9 million U.S. cases with more than 182,000 fatalities. (>291K new cases in past 7 days) *source: Center for Disease Control and Prevention
 - >610,000 (98,326 active) cases in 251 Texas counties with 12,510 fatalities *source: Texas Department of State Health Services
 - 5,361 in Hays County with 45 fatalities (2,348 active and 2,967 recovered)
 - 966 active and 1,640 recovered in San Marcos (24 fatalities)
 - 127 cases have required hospitalization, 16 currently in hospital
- *source: Hays County Health Department

Mr. Stapp stated compared to the numbers from two weeks ago. In Texas, there were 27,174 fewer active cases than there were at the last update on August 14th. There has been 2,500 new fatalities in Texas. There are 293 fewer active cases in San Marcos and 5 more deaths in the county which 4 are from San Marcos. In Hays County, there are 243 fewer active cases than there were at the last update on August 14th.

Mr. Stapp mentioned that Dr. Marquez asked at the last council meeting about employee case counts and as of now it is 0% of positive employee cases with one test pending and since March there has been 33 employees who have tested positive.

Updates to Governor Abbott's Actions

- **August 20: Procurement of more than 1 million personal devices and WiFi hotspots**
 - Part of the state's Operation Connectivity initiative
 - Intended for use by public school students – Received inquiry from the San

Marcos School District**• August 21: Texas Workforce Commission (TWC) Lost Wage Assistance Funds**

- \$1.4 billion made available through President’s Lost Wage Assistance Executive Order
- Will \$300 weekly benefit to qualifying Texans receiving unemployment benefits

Testing Overview

- 29,382 tests administered county wide
 - 24,021 negative (81.7%)
 - 5,361 confirmed (18.2%)
 - 26 pending
 - County free testing – Live Oak Clinic on Broadway and Live Oak Primary Care clinic in Wimberley
 - Last week’s testing sites – Texas Department Emergency Management
 - 6 consecutive days in San Marcos beginning 8/24 – San Marcos High School
 - 6 consecutive days in Kyle same dates – Hays Performing Arts Center
- Mr. Stapp mentioned than 900 tests provided between both locations.

CARES Act Funding**\$3.6 Million Total Allocation**

- Initial \$731K designated for medical, public health, and payroll expenses for public safety, public health, health care, human services employees
 - Initial \$731K must be spent prior to asking for additional money to meet other programs, services, and initiatives
 - Departments are coding all personal protective equipment, cleaning supplies and cleaning equipment
- Collaborating on ideas for how to spend the balance of the \$3.6 Million allocation.
 - Each of these ideas must be developed as a business case first
 - Expect to bring a recommendation to City Council in October
- Working with Community Action Inc. to help more customers with their utility bills
- Deadline to spend the awarded funds is December 30 – expected to be extended

Emergency Operations Update

- Virtual Emergency Operations Center (EOC) remains in effect
 - Weekly calls (Mondays at 8:00 a.m.)
- Regular Communication with our local partners including Texas State University, local hospitals, and Hays County.

Mr. Stapp mentioned that Texas State University (TXST) has a quarantine facility for students who test positive for COVID-19 and the City will receive weekly updates on positive cases of students and staff.

Council Member Baker asked if there are any repercussions for students violating guidelines and having parties? What is the appropriate way to handle? Mr. Stapp stated staff communicates with TXST staff and University police on student incidents.

Mayor Hughson stated that she has had conversations with the Interim Vice President of Student Affairs and they are keeping track of off campus activities by on campus organizations. For example, Sorority/Fraternity organizations are having virtual interviews for the pledging process.

Council Member Gonzales asked about the status on the bars downtown. Mr. Stapp stated they are closed according to Governor Abbott's order and some owners have been working with TABC to get designated as a restaurant to serve food along with alcohol. Council Member Gonzales asked how is it being monitored, is it on the percentage of food in the establishment? Mr. Stapp mentioned that TABC monitors the sales of alcohol through a reporting process by the owner. Council Member Gonzales would like to know what bars are selling food and alcohol? Mr. Stapp will work on getting a list to Council.

Deputy Mayor Pro Tem Rockeymoore asked about the reopening of river parks. Mr. Stapp mentioned that we do not have a reopening date yet, but this is under discussion by the Executive Team. Mr. Rockeymoore asked if there will be a phase with limited people allowed at parks/rivers. Mr. Stapp mentioned that staff is working towards opening parks in a safe manner.

Council Member Derrick mentioned receiving complaints on police not monitoring the 50% capacity occupancy at restaurants. She asked what is the police department doing and what is the protocol? Mr. Stapp said citizens can call in complaints to the non-emergency police line to report establishments operating above the 50% capacity. Mr Stapp stated officers investigate on a case by case basis but they take an educational approach before enforcement. Mr. Stapp mentioned that police officers are avoiding confrontation due to the climate police officers are dealing with during these times.

- 2. Receive a Staff presentation and hold discussion regarding the City's contract with Texas Disposal Systems in preparation for an upcoming consideration of contract extension, and provide direction to Staff.**

Mr. Lumbreras provided a brief introduction regarding the City's Resource

Recovery program in advance for consideration of a contract extension with Texas Disposal System (TDS). Mr. Lumbreras stated TDS provides the best options in terms of services, a competitive rate, and enhancements they offer our community. A couple of these are an educational program for the school district and access to their Waste Wizard app and online tool. Mr. Lumbreras stated he believes the assessment of the contract demonstrates that it meets our needs, TDS is a good partner providing exceptional service, and we are getting good deal.

Amy Kirwin, Community Enhancement Initiatives Manager provided the presentation outlining the history of the Resource Recovery division, the services provided by contractors, and the plan for the program moving forward.

Ms. Kirwin stated the Current Residential Rate Includes:

- **Curbside service for trash, recycle and green waste pay are you throw program; bulk pickups; brush once a month at TDS**
- **Drop Off facility at Green Guy Recycling**
- **Household Hazardous Waste (HHW) Drop Off twice a week**
- **Brush Drop Off second Saturday each month; mulch available**
- **Community Clean Ups: 4 per year (April, May, September and October)**
- **Service of downtown trash/recycle public containers**
- **Administration and Educational Outreach**
- **Pharmaceutical Drop Off not in rate**

Ms. Kirwin presented the contracts that are under Resource Recovery:

- **TDS: – Residential service, Multifamily recycling, City facility trash and compost, Special event trash and compost, Community Clean Ups**
- **Green Guy Recycling: City facility recycling, Special event recycling, Community Clean Ups, HHW Labor, Drop Off Facility**
- **Clean Earth of Alabama: HHW disposal and MS4 disposal**
- **Eggermeyer Land Clearing: Brush mulching**
- **Easter Seals: Downtown trash/recycle service (4 days/week)**

Ms. Kirwin stated that TDS will be waiving 3% increase to the contract for FY21 saving us \$111,722.88.

Ms. Kirwin then noted Comparative Rates for our program.

- **Annual comparison with regional and comp plan cities**
- **Austin, Buda, Kyle, Wimberley, New Braunfels, Georgetown, Denton, Frisco**
- **San Marcos is competitive within the region while providing more service**
- **More Bulk Pickups, Four (4) Community Cleanups, monthly Brush Drop Off**

and mulch, Green Guy Recycling- certain items free

Ms. Kirwin mentioned that staff is evaluating the program including:

Residential recycling and composting audits

- **Summer 2020: auditing recycle carts throughout the whole city; noting if the resident is participating or not; how full is the cart; how much is contaminated; and what are the contaminates**
- **Fall 2020: auditing compost carts throughout the whole city; same as recycle**
 - **Survey**
- **Random sample of residents to provide input on the whole program**
 - **Multifamily - The Recycling Partnership**
- **Evaluated 3 different ways to increase participation and lower contamination**
 - **Education only new magnets**
 - **Education and bin**
 - **Education and bin with valet service**

Ms. Kirwin provided the next steps:

- **Complete program evaluation in 2020**
- **Come back to Council with recommendations to expand the program**
 - **prepare to go out to bid before the extension expires September 2025**
- **Household Hazardous Waste Relocation**
 - **Office and storage space for Resource Recovery and Community Enhancement division**
 - **Adding space for reuse and fix it workshops**

Council Member Derrick asked why TDS is waiving 3%. Ms. Kirwin stated TDS values the partnership, looking into expanding further projects and due to COVID.

Council Member Gonzales asked about the competitive rates for other cities and what is the price difference? Ms. Kirwin stated that the City is in line with the other cities and in the few cases where it is a little more, it's because we offer more services to the residents.

CONSENT AGENDA

A motion was made by Council Member Gonzales, seconded by Mayor Pro Tem Mihalkanin, to approve the consent agenda, with the exception of item #7, which was pulled and considered separately. The motion carried by the following vote:

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

Against: 0

3. Consider approval, by motion, of the following meeting Minutes:
 - A. August 13, 2020 - Budget Workshop Meeting Minutes
 - B. August 18, 2020 - Work Session Meeting Minutes
 - C. August 18, 2020 - Regular Meeting Minutes

4. Consider approval of Ordinance 2020-57, on the second of two readings, amending the Official Zoning Map of the City in Case No. ZC-20-10 by rezoning approximately 109.5 acres out of the Barnett O. Kane, Cyrus Wickson, and J.M. Veramendi No. 1 Surveys, located near the intersection of Wonder World Drive and State Highway 123, from "FD" Future Development District to "PA-MI" Planning Area-Medium Intensity District; including procedural provisions; and providing an effective date.

5. Consider approval of Ordinance 2020-59, on the second of two readings, amending various sections of the City's Development Code to, among other things, address recommendations from the Alcohol Conditional Use Permit Committee, the Housing Task Force, the Historic Preservation Commission, and recommendations from City staff concerning application processing and requirements, block perimeter standards, Certificate of Appropriateness appeals, Concept Plat applicability, right-of-way dimensional standards, building type definitions, Neighborhood Density District zoning regulations, Character District zoning regulations, a new Special Events Facility use, multifamily parking standards, accessory dwelling units, neighborhood transitions, durable building materials, detention and water quality requirements for plats of four residential lots or less, detention requirements outside the Urban Stormwater Management District, delineation of water quality and buffer zones, channel design for water quality zone reclamation, sensitive geologic feature protection zones, geological assessment waivers, amending Section 14.041 of the San Marcos City Code to Adopt Appendix Q to the International Residential Code, which appendix establishes certain standards for tiny houses where allowed, providing a savings clause; providing for the repeal of any conflicting provisions; and providing an effective date.

6. Consider approval of Resolution 2020-124R, approving an agreement with Simpleview, LLC for the redesign of the San Marcos Convention and Visitor Bureau website in the initial amount of \$102,700.00 and authorizing up to nine annual extensions for website support in an estimated amount of \$547,000.00; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.

7. Consider approval of Resolution 2020-180R, authorizing a Change in Service to the agreement with Bickerstaff Heath Delgado Acosta, LLP relating to the provision of State Governmental Relations Services to extend the contract for two years in the estimated amount of \$60,000; authorizing the City Manager or his designee to execute all documents necessary to implement the Change in Service on behalf of the City; and declaring an effective date.

A motion was made by Council Member Baker, seconded by Mayor Pro Tem

Mihalkanin, to approve Resolution 2020-180R. Mr. Lumbreras and Ms. Stark noted the importance of state and federal funding for our airport. Council Member Baker wants to ensure our agreement aligns with the Strategic Initiatives approved by Council, specifically related to the Airport.

The motion carried by the following vote:

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

Against: 0

8. Consider approval of Resolution 2020-181R, approving a Change in Service to the agreement with The Normandy Group, LLC., relating to the provision of Federal Governmental Relations Services to extend the contract for two years in the estimated amount of \$300,000; authorizing the City Manager or his designee to execute the appropriate documents to implement the Change in Service; and declaring an effective date.
9. Consider approval of Resolution 2020-182R, approving a five-year contract with Axon Enterprises Inc. through the Texas Local Government Purchasing Cooperative BuyBoard for the purchase of Audio Visual Equipment and Supplies for use by City-wide law enforcement personnel in the estimated amount of \$1,817,375.34 to include the integration, installation and yearly maintenance of the equipment; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.
10. Consider approval of Resolution 2020-183R, authorizing an engineering services agreement with Halff Associates, Inc. for the 2D Cottonwood Flood Mitigation Analysis project in the estimated amount of \$70,000.00; authorizing the City Manager or his designee to execute the agreement; and declaring an effective date.
11. Consider approval of Resolution 2020-184R, approving a change order to the construction contract with MA Smith Contracting Co., Inc. for the Blanco River Waterline Project to increase the contract price by \$61,602.42 for repair work needed on a reclaimed waterline; authorizing the City Manager or his designee to execute the appropriate docents implementing the change order on behalf of the City; and declaring an effective date.
12. Consider approval of Resolution 2020-185R, authorizing a Change in Service to the agreement with Recreation Engineering and Planning, Inc. relating to the Cross-Town Pathways Trails Project in the amount of \$81,700.00 for additional professional services required by regulatory agencies; authorizing the City Manager or his designee to execute the necessary documents to implement the change in service on behalf of the City; and declaring an effective date
13. Consider approval of Resolution 2020-186R, approving a one-year State Use Contract

with Easter Seals-Central Texas as certified through the State purchasing cooperative WorkQuest for vegetation control, debris removal and landscape maintenance in the estimated amount of \$1,149,388.24; authorizing the City Manager or his designee to executed the agreement on behalf of the City; and declaring an effective date.

14. Consider approval of Resolution 2020-187R, approving the First Amendment to Purchase and Sale Agreement with Pursuant Ventures Development, LLC relating to the development of a new multi-use Sportsplex Facility in the vicinity of Centrepont Road and IH-35 South to revise the description of the master site, provide for completion of certain public improvements with escrowed funds in the event the seller fails to timely complete such public improvements, extending the date for submission of the site preparation permit for the project and acknowledging that the Sportsplex Land will be dedicated as parkland after the Sportsplex Facility is leased and operational: authorizing the City Manager, or his designee, to execute first amendment; and declaring an effective date.
15. Consider approval of Resolution 2020-188R, amending Resolution 2020-132R (LIHTC-20-01, Lantana on Bastrop), acknowledging that the proposed New Construction Development is located in a census tract that has more than 20% Housing Tax Credit Units per household, that the proposed Development is consistent with the city's obligation to affirmatively further fair housing, providing no objection to the submission of an application for low income housing tax credits to the Texas Department of Housing and Community Affairs for the proposed Lantana on Bastrop Multifamily Housing Project located at the intersection of South Old Bastrop and Rattler Road; approving findings related to such application; imposing conditions for such no objection; providing authorizations for execution or submission of documents related to the such application; and declaring an effective date.
16. Consider approval of Resolution 2020-189R, authorizing a Change in Service to the agreement with Knight Office Solutions through a cooperative agreement with U.S. Communities Government Purchasing Alliance to extend the agreement for a one-year term in the estimated annual amount of \$100,550.00 for City-wide printer maintenance with three additional one-year term options for an estimated total contract amount of \$402,200.00; authorizing the City Manager or his designee to execute the appropriate documents necessary to implement the Change in Service; and declaring an effective date.
17. Consider approval of Resolution 2020-190R, approving a five-year contract with Dell Marketing, L.P. through the Texas Department of Information Resource (DIR) Cooperative for the purchase of Dell Branded Manufacturer Hardware, Software and Related Services, and Cloud Services in the estimated amount of \$217,475.00 to include the integration, installation, and yearly maintenance of the products; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.
18. Consider approval of Resolution 2020-191R, approving a Change in Service to the agreement with UniFirst Corporation to extend the agreement for a one-year term in the estimated annual amount of \$162,917.80 for uniform rental and laundering services with

two additional one-year term options for an estimated total five-year contract amount of \$814,589.00; authorizing the City Manager or his designee to execute the appropriate documents to implement the change in service; and declaring an effective date.

PUBLIC HEARINGS

19. Receive a Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-61, annexing into the City (AN-20-08), approximately 89.694 acres, more or less, out of the John Williams Survey, Abstract 490, and the William Smithson Survey, Abstract 419, Hays County, generally located West of the Intersection of Old Ranch Road 12 and Wonder World Drive; including procedural provisions; and providing an effective date; and consider approval of Ordinance 2020-61, on the first of two readings.

Shannon Mattingly, Director of Planning and Development Services, provided the presentation for the La Cima, Phase 2 – Annexation.

Mayor Hughson opened the Public Hearing at 7:03 p.m.

Those who spoke:

Eric Willis, Developer, spoke in favor of this project and is available to answer questions.

There being no further comments, Mayor Hughson closed the Public Hearing at 7:04 p.m.

A motion was made by Council Member Baker, seconded by Council Member Derrick, to approve Ordinance 2020-61, on the first of two readings. The motion carried by the following vote:

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

Against: 0

20. Receive a Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-62, amending the official zoning map of the City (ZC-20-15), by rezoning approximately 89.694 acres out of the John Williams Survey, Abstract no. 490, and the William Smithson Survey, Abstract No. 419, Hays County, generally located West of the intersection of Old Ranch Road 12 and Wonder World Drive, from “FD” Future Development District to “SF-4.5” Single Family-4.5 District; including procedural provisions; and providing an effective date; and consider approval of Ordinance 2020-62, on the first of two readings.

Shannon Mattingly, Director of Planning and Development Services, provided

the presentation for the rezoning of 89.694 acres, located in the La Cima subdivision, from "FD" Future Development District to "SF-4.5" Single Family-4.5 District.

Mayor Hughson opened the Public Hearing at 7:08 p.m.

Those who spoke:

Eric Willis, Developer, spoke in favor of this project and is available to answer questions.

There being no further comments, Mayor Hughson closed the Public Hearing at 7:08 p.m.

A motion was made by Mayor Pro Tem Mihalkanin, seconded by Council Member Gonzales, to approve Ordinance 2020-62, on the first of two readings. The motion carried by the following vote:

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

Against: 0

- 21. Receive a Staff Presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-63, amending the Official Zoning Map of the City (ZC-20-17), by rezoning approximately 38.019 acres of land, more or less, located at 2801 Staples Road, from "FD" Future Development District to "LI" Light Industrial District; and including procedural provisions; and consider approval of Ordinance 2020-63 on the first of two readings.**

Shannon Mattingly, Director of Planning and Development Services, provided the presentation on rezoning approximately 38.019 acres, located at 2801 Staples Road, from "FD" Future Development District to "LI" Light Industrial District.

Mayor Hughson opened the Public Hearing at 7:20 p.m.

Those who spoke:

David Earl spoke in favor and on behalf of the applicant. Mr. Earl stated the property is not located within the river corridor but the part of river does touch the property. He noted they are concerned about the safety of the river and will be using the area as an amenity. Mr. Earl is available to answer questions. He noted that they are willing to exclude a number of uses allowed in the LI district. This includes vehicle repair (minor), waste related services,

self storage and wrecking/junk yard which will be prohibited on deed restrictions and will be in the agreement. He also noted that they are willing to exclude the same uses as in the SMART Terminal agreement.

Todd Burek, spoke in favor of this project.

There being no further comments, Mayor Hughson closed the Public Hearing at 7:27 p.m.

A motion was made by Mayor Pro Tem Mihalkanin, seconded by Council Member Derrick, to approve Ordinance 2020 63, on the first of two readings.

Council Member Derrick stated there was an application for a wastewater package plant. Mr. Earl stated if the settlement agreement is approved then the package plant application will be withdrawn. Ms. Derrick thanked Mr. Earl for working with nearby property owners that will remove the possibility of several package plants.

Dr. Marquez asked about the distance from the river to the property. Mr. Earl stated it is 3,764 feet from the river and it will not be developed, as they are planning a park setting in the area.

Mayor Hughson inquired about the plans getting from the Light Industrial "LI" zone to residential areas. Mr. Earl mentioned they are working with TxDOT to include a pedestrian corridor that goes under FM110 and putting a pass thru for a bike and hike trail with no traffic conflict.

Deputy Mayor Pro Tem Rockeymoore asked how long this project has been in the works? Mr. Earl stated since 2014 and he has worked with the owners for a long time and is a partner. Deputy Mayor Pro Tem Rockeymoore asked if they are working with the SMART terminal developers. Mr. Earl stated he is only working with the adjoining property owners. Deputy Mayor Pro Tem Rockeymoore asked about the environmental aspect on the trails and will there be links to the pre existing trail system. Mr. Earl stated he would be happy to link the trail with other trails and is working with his neighbors. Deputy Mayor Pro Tem Rockeymoore stated he supports this project and is a good use for the land and attraction to business for future growth.

Dr. Marquez asked if it is too late to change the Mayan name. Mr. Earl stated it is not the intentions to use the Mayan name. It is what was chosen due to the name of the entity that owns the land. Mr. Earl stated the primary name of the

development will be River Crossing.

Council Member Derrick suggested to staff for the next code update, there be a clear definition on what Light Industrial means and what uses are allowed. We do not need to keep going through different restrictive covenants or deed restrictions but add into one category.

The motion carried by the following vote:

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

Against: 0

- 22.** Receive a Staff Presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-64, amending the Official Zoning Map of the City (ZC-20-18), by rezoning approximately 42.872 acres, more or less, located at 2801 Staples Road, from “FD” Future Development District to “CD-5” Character District-5, and including procedural provisions; and consider approval of Ordinance 2020-64 on the first of two readings.

Shannon Mattingly, Director of Planning and Development Services, provided the presentation on rezoning 42.872 acres, located at 2801 Staples Road, from “FD” Future Development District to “CD-5” Character District-5.

Mayor Hughson opened the Public Hearing at 8:14 p.m.

Those who spoke:

David Earl spoke in favor of this project and on behalf of the applicant. Mr. Earl stated they are in agreement to remove the 12.546 acre tract and requests Council to approve this case with the exclusion of the mentioned acre tract.

There being no further comments, Mayor Hughson closed the Public Hearing at 8:15 p.m.

A motion was made by Mayor Pro Tem Mihalkanin, seconded by Deputy Mayor Pro Tem Rockeymoore, to approve Ordinance 2020-64 with the exclusion of the 12.546-acre tract located within the regulatory floodway and Open Space Preferred Scenario designation, on the first of two reading. The motion carried by the following vote:

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

Against: 0

23. Receive a Staff Presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-65, amending the Official Zoning Map of the City (ZC-20-19), by rezoning approximately 78.853 acres of land located at 2801 Staples Road, from “FD” Future Development District to “CD-4” Character District-4; and including procedural provisions; and consider approval of Ordinance 2020-65 on the first of two readings.

Shannon Mattingly, Director of Planning and Development Services, provided the presentation on rezoning 78.853 acres, located at 2801 Staples Road, from “FD” Future Development District to “CD-4” Character District-4.

Mayor Hughson opened the Public Hearing at 8:27 p.m.

Those who spoke:

David Earl spoke in favor of this project.

There being no further comments, Mayor Hughson closed the Public Hearing at 8:28 p.m.

A motion was made by Mayor Pro Tem Mihalkanin, seconded by Council Member Derrick, to approve Ordinance 2020-65, on the first of two readings.

Council Member Derrick asked about cluster development in CD-5. and asked about impervious cover and how much is proposed on the entire property. Mr. Earl stated they will not develop in the floodplain it is under 15% impervious cover in residential areas. He stated he would provide the exact number at next meeting.

The motion carried by the following vote:

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

Against: 0

24. Receive a Staff Presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-66, amending the Official Zoning Map of the City (ZC-20-20), by rezoning approximately 220.023 acre of land located at 2801 Staples Road, from “FD” Future Development District to “CD-3” Character District-3, and including procedural provisions; and consider approval of Ordinance 2020-66 on the first of two readings.

Shannon Mattingly, Director of Planning and Development Services, provided

the presentation on rezoning 220.023 acres, located at 2801 Staples Road, from “FD” Future Development District to “CD-3” Character District-3.

Mayor Hughson opened the Public Hearing at 8:35 p.m.

Those who spoke:

David Earl spoke in favor of this project. Mr. Earl stated that they agreed on a 35 foot buffer zone between the FM110 right of way and the fence line. Mr. Earl mentioned that the intentions are to be used for hike/bike or walk facilities to keep people off from FM110 and will add to the agreement.

There being no further comments, Mayor Hughson closed the Public Hearing at 8:36 p.m.

A motion was made by Mayor Pro Tem Mihalkanin, seconded by Deputy Mayor Pro Tem Rokeymoore, to approve Ordinance 2020-66, on the first of two readings.

Council Member Derrick stated she appreciates the 35 foot buffer zone and asked if it will have a masonry wall near the highways. Mr. Earl stated if we had the restrictions it will be on the right of way but would like to confer with his partners and will have an answer at the next meeting.

Council Member Baker asked about the barriers near the neighborhoods and impact to the area. What is being done with the run off with FM110 project? Mr. Earl stated they are working on drainage easements and is installing pocket lakes so it will not impact homes.

The motion carried by the following vote:

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

Against: 0

- 25. Receive a Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-67, increasing rates established for Water, Wholesale Water, Reclaimed Water, Wastewater Treatment, and Sewer Surcharges; and including procedural provisions; and providing an effective date; consider approval of Ordinance 2020-67, on the first of two readings.**

Melissa Neel, Assistant Director of Finance, provided the presentation on the increasing rates established for Water, Wholesale Water, Reclaimed Water,

Wastewater Treatment, and Sewer Surcharges.

Mayor Hughson opened the Public Hearing at 8:44 p.m.

There being no speakers, Mayor Hughson closed the Public Hearing at 8:44 p.m.

A motion was made by Deputy Mayor Pro Tem Rockeymoore, seconded by Council Member Baker, to approve Ordinance 2020-67, on the first of two readings. The motion carried by the following vote:

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

Against: 0

- 26.** Receive a Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-68, amending the rates for both Residential and Multifamily Customers of Municipal Solid Waste Programs (currently known as Resource Recovery) in accordance with Section 66.028 of the San Marcos Code of Ordinances; and including procedural provisions; and providing an effective date; consider approval of Ordinance 2020-68 on the first of two readings.

Melissa Neel, Assistant Director of Finance, provided a brief presentation on amending the rates for both Residential and Multifamily Customers of Municipal Solid Waste Programs (currently known as Resource Recovery).

Mayor Hughson opened the Public Hearing at 8:46 p.m.

There being no speakers, Mayor Hughson closed the Public Hearing at 8:46 p.m.

A motion was made by Council Member Gonzales, seconded by Council Member Baker, to approve Ordinance 2020-68, on the first of two readings. The motion carried by the following vote:

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

Against: 0

- 27.** Receive a Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-69, increasing Drainage Utility Rates as authorized by Section 86.505 of the San Marcos City Code; including procedural provisions; and providing an effective date; consider approval of Ordinance 2020-69 on the first of two readings.

Melissa Neel, Assistant Director of Finance, provided a brief presentation on increasing Drainage Utility Rates.

Mayor Hughson opened the Public Hearing at 8:48 p.m.

There being no speakers, Mayor Hughson closed Public Hearing at 8:48 p.m.

A motion was made by Council Member Derrick, seconded by Council Member Gonzales, to approve Ordinance 2020-69, on the first of two readings. The motion carried by the following vote:

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

Against: 0

- 28.** Receive a Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-70, adopting a budget in the amount of \$258,741,410 for the fiscal year beginning October 1, 2020 and ending September 30, 2021; authorizing certain adjustments to the budget with the approval of the City Manager; approving fiscal year 2020-2021 Capital Improvements Program Projects; adopting a fee schedule; including procedural provisions; providing an effective date; consider approval of Ordinance 2020-70 on the first of two readings.

Mayor Hughson stated “This agenda item is the first reading of the ordinance approving the Fiscal Year 2020-2021 annual city budget. State law requires that the city hold a public hearing on the City’s budget. This agenda item is the first Public Hearing for the City’s Fiscal Year beginning October 1, 2020 and ending on September 30, 2021. There will be a second Public Hearing on September 15. The public is invited to make comments for or against items in the budget. The budget has been on file in the City Clerk’s office and on the City’s website since August 14. Notice of this Public Hearing was published in the local newspaper on August 23, 2020. After receiving public comments, the City Council will consider the Budget Ordinance on first reading. The city council, will vote on the budget on the second reading of the Budget Ordinance at the City Council meeting scheduled for September 15.”

The Public Hearing will be in virtual format this year due to the disaster declaration enacted by the governor. The City Clerk will read comments submitted and allow those who signed up to speak an opportunity to present their comments. Melissa Neel, Assistant Finance Director reviewed the presentation provided at Budget Workshop on August 13, 2020 including the addition of a Planner in Development Services to allow for a 100% dedicated Historic Preservation Officer with existing staff.

Mayor Hughson opened the Public Hearing at 9:04 p.m.

There being no speakers, Mayor Hughson closed the Public Hearing at 9:04 p.m.

Mayor Hughson asked for a motion to approve the City's Fiscal Year 2020-2021 Budget on first reading. A motion was made by Deputy Mayor Pro Tem Rockeymoore, seconded by Council Member Baker, to approve Ordinance 2020-70, on the first of two readings.

Council Member Derrick asked if the approximately \$3,000,000 in CARES funding is shown in this budget. Ms. Neel said no, it is not in the General Fund. Only the funds for Transit and the Airport are included at this time. The motion carried by the following vote:

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

Against: 0

NON-CONSENT AGENDA

- 29.** Consider approval of Ordinance 2020-71, on first and final reading, amending Ordinance 2020-52 ordering a General and Special Election to be held on November 3, 2020 by establishing early voting and election day polling places for this election; and 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.

A motion was made by Council Member Gonzales, seconded by Council Member Derrick, to approve Ordinance 2020-71, on the first and final reading. There was discussion about having a second voting location on the university campus but the Hay's County Commissioner's Court did not pass it. The motion carried by the following vote:

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

Against: 0

- 30.** Consider approval of Ordinance 2020-72, on the first of two readings, setting the tax rate for the 2020 Tax Year at 59.30 cents on each \$100 of taxable value of real property that is not exempt from taxation; levying taxes for the use and support of the Municipal Government of the City for the fiscal year beginning October 1, 2020, and ending September 30, 2021; providing a sinking fund for the retirement of the bonded debt of the city; including procedural provisions; and providing an effective date.

A motion was made by Council Member Baker, seconded by Mayor Pro Tem Mihalkanin, to approve Ordinance 2020-72, on the first of two readings. This agenda item is the first reading of the ordinance setting the tax rate for Tax Year 2020. The Texas Tax Code requires that there be a public hearing in a building accessible to the public allowing citizens an opportunity to speak to City Council to express their views on the proposed tax rate. The public hearing on the proposed tax rate will be held on September 15. City Hall will be open to accommodate citizens the opportunity to appear in person. Staff will be present to ensure that social distancing guidelines are followed.

The motion carried by the following vote:

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

Against: 0

- 31.** Consider approval of Ordinance 2020-73, on the first of two readings, amending section 26.002 of the San Marcos City Code to establish that the City will implement the National Incident Management System ("NIMS") as its model for managing public safety emergencies and incidents; providing a savings clause; providing for the repeal of any conflicting provisions; and providing an effective date.

A motion was made by Mayor Pro Tem Mihalkanin, seconded by Council Member Gonzales, to approve Ordinance 2020-73, on the first of two readings.

The motion carried by the following vote:

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

Against: 0

- 32.** Consider approval of Ordinance 2020-74, on the first of two readings, providing for the temporary reduction in sewer surcharges for commercial utility customers during the Covid-19 Pandemic; providing procedural provisions; and providing an effective date.

A motion was made by Council Member Baker, seconded by Mayor Pro Tem Mihalkanin, to approve Ordinance 2020-74, on the first of two readings. The motion carried by the following vote:

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

Against: 0

- 33.** Consider approval of Ordinance 2020-75, on the first of two readings, dedicating approximately 30 acres of land in the vicinity of Centerpoint Road and Gregsons Bend as

parkland in connection with the development of the City's new Multi-purpose Sportsplex Facility; and including procedural provisions.

A motion was made by Council Member Derrick, seconded by Council Member Baker, to approve Ordinance 2020-75, on the first of two readings.

The motion carried by the following vote:

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

Against: 0

- 34.** Consider the nomination of City Manager, Mayor and two Council Members to serve on the Greater San Marcos Partnership Board of Directors, and provide direction to Staff.

The Greater San Marcos Partnership Board of Directors will be making annual appointments at their meeting in October 2020. The City of San Marcos currently has the following four positions to appoint and/or reappoint: City Manager, Mayor, and two Council Members.

Council Member Derrick nominated Council Member Gonzales.

Mayor Hughson nominated Bert Lumberas to the City Manager position.

Mayor Pro Tem Mihalkanin nominated Mayor Hughson to serve in the Mayor position.

Council Member Gonzales nominated Mayor Pro Tem Mihalkanin

After a roll call vote, all nominated were appointed to serve on the Greater San Marcos Partnership Board of Directors. Mayor Pro Tem Mihalkanin abstained from the vote of his appointment. The motion carried by the following vote:

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

Against: 0

Abstain: 1 - Mayor Pro Tem Mihalkanin

- 35.** Consider the creation and appointment of an Ad Hoc Council committee charged with reviewing the Police Department's use of force policy, and provide direction to City Manager.

Bob Klett, Interim Chief Police, reminded Council of the direction they provided at their meeting on July 7th to establish this committee. The staff recommendation approved by Council was to charge this committee with achieving the following tasks:

- Receive a training program related to our use of force and policy formation**
- Study the San Marcos Police Department policies pertinent to the use of**

force by officers

- **Prepare any appropriate recommendations for potential changes to the policies and present the same to the Chief's Advisory Panel**

To accomplish these goals, the ad-hoc committee will work closely with Chief Klett and his team so that they have all of the resources needed to compare the SMPD policy to best practices from across the country. Staff also recommends that the ad-hoc committee conduct public outreach as they work through the policy evaluation process. City staff will be available to assist with this outreach. The committee's final work product should be condensed into a written report to be delivered in a joint meeting with the standing Chief's Advisory Panel. Once these tasks are accomplished, the Chief of Police will receive a set of recommendations from the Chief's Advisory Panel. The Chief will then prepare an update for Council to include feedback and recommendations made by the committees and any resulting changes to the policy.

There are two key components of this process that were not discussed in detail at the July 7 meeting. Our hope is to receive guidance from the Council at the September 1 meeting in these two areas:

The size of the ad-hoc committee and the process to be used in nominating committee members. Staff recommends that the ad hoc committee be comprised of 15 San Marcos residents. This would allow for each Council Member to appoint 2 members and for the Mayor to appoint 3. The odd number is helpful in the event that the group is divided on a particular recommendation or other course of action. A group this size should be small enough to allow for open and meaningful dialogue between all participants. Larger groups often lose agility in their ability to work through their charged tasks. At the same time, a group of this size is large enough to allow for adequate diversity and representation from various segments of our community. We have formed committees such as this one using different methods in the past. The process recommended by staff is one that has been used multiple times recently to form various Council committees. That process involves taking applications from interested residents for a certain time period determined by Council and then nominating panel members during a subsequent meeting to arrive at the desired number of committee members. Staff would work with the City Clerk and our Communications team to create the application form and publish it so that interested residents may apply. The application should contain basic identifying and residency information for each applicant along with two critical questions:

- **What experiences and/or training make you well suited to serve on this**

committee?

- Why do you desire to serve on this committee?

Staff will work with the City Clerk to publish the list of applicants prior to the meeting in which nominations will be made. Since this ad-hoc committee is intended to have a limited mission and time span, it would be dissolved after completing their work

Council Member Derrick asked about timing of the creation of this committee. Staff will bring it back within a month.

Council Member Baker feels the use of force policy could be better discussed and reviewed with a smaller group. He was under the impression the standing Criminal Justice Reform committee would be utilized and not a citizen group.

Deputy Mayor Pro Tem Rockeymoore believes this should be an ongoing committee. Mr. Stapp stated that ongoing public engagement has been included in the Police Chief's Advisory Panel meetings which will be monthly with a public meeting quarterly. The ad hoc committee will engage with the Chief's panel when they are done. Interim Chief Klett, stated that their policies are posted on the website and anyone at any time may express their thoughts to the Panel. Mr. Rockeymoore inquired about the composition of the Chief's Advisory Panel and how they are selected. Interim Chief Klett noted that a requirement to be part of the Panel is completion of the Citizens Police Academy so members are familiar with police procedures. They are selected from people who volunteer or are recommended to be on the Panel. The goal is to have a diverse group of people who represent different groups in our community. The Panel was expanded recently. He stated the ad hoc committee will have a broader range of citizens so the Use of Force policies can be looked at and then their recommendations will be presented to the Chief's panel and then brought before Council for their review. Mr. Rockeymoore is concerned why this committee can not bring the recommendations directly to Council. It was noted that the core function of the Chief's Advisory Panel is to discuss and review policy.

Council Member Baker expressed his concern with having multiple committees and sees this may be a way to slow down the process of reviewing and enforcing policies. He would like to see a smaller group and make sure no member serves on this committee and the Chief's panel. That was not the intent of anyone so that will not happen.

Mr. Lumbreras, stated the Ad Hoc Committee would be allowed to bring policy recommendations forward but it would move forward to the Chief's Panel and this would allow them to add their concerns and be allowed to review as well. Staff is open to different direction from Council.

Mayor Hughson stated we could have the Ad Hoc Committee submit their report to Council at the same time it is given to the Chief's Advisory Panel.

Council Member Gonzales expressed his appreciation for the creation of the Chief's Advisory Panel.

Council Member Derrick thought the Council Criminal Justice Reform Committee would vet the report prior to going to all of Council. Mayor Hughson noted that the committee is composed of council members and the entire council will receive the report. Interim Chief Klett stated this could come before the committee before reporting to council. Dr. Mihalkanin stated that he is confident the proposed ad hoc citizen committee can address the concerns and send their recommendations directly to Council. Mayor Hughson suggested that the ad hoc committee send their report to the council and Chief's Advisory Panel at the same time. The Panel should not need more than one or two meetings to conclude their review which would go to council. If the council wants to send the report to the Criminal Justice Reform committee of the council, they can certainly choose to do so. Council Member Derrick suggested having the Chief's Advisory Panel do the review instead of another group. Council Member Baker expressed reservations about the Chief's Advisory Panel doing the review instead. Deputy Mayor Pro Tem Rockey Moore would like to see fewer stops between the ad hoc committee and the council. Council Member Baker suggested a change to qualification question to something similar to "What unique experiences qualify you for service on this committee? We want people to know that there are no specific requirements to be on this committee. Several other processes were suggested but no consensus was reached.

Staff will bring this item forward for further guidance and direction from Council on the next City Council Meeting, but the process will start to begin the application process. Applications will be due September 30 and appointments to be made at the first meeting in October.

EXECUTIVE SESSION

- 36.** Executive Session in accordance with:
 - A. §Sec.551.071 of the Texas Government Code: Consultation with attorney - to receive

advice of legal counsel regarding pending litigation, to wit: The Mayan at San Marcos River, LLC and City of Martindale v. City of San Marcos, Docket No. 04-19-00018-CV in the 4th Court of Appeals of Texas

B. Section 551.071 - Consultation with Attorney - To receive legal advice from the city attorney regarding the city's requirements for connection or extension of utilities to property located outside the city limits of San Marcos.

Council met during the Work Session portion of their meeting earlier this afternoon and concluded Executive Session, so this is not needed this evening.

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

A. §Sec.551.071 of the Texas Government Code: Consultation with attorney - to receive advice of legal counsel regarding pending litigation, to wit: The Mayan at San Marcos River, LLC and City of Martindale v. City of San Marcos, Docket No. 04-19-00018-CV in the 4th Court of Appeals of Texas

B. §Sec.551.071 - Consultation with Attorney - To receive legal advice from the city attorney regarding the city's requirements for connection or extension of utilities to property located outside the city limits of San Marcos.

Mayor Hughson stated direction was provided to Staff on Items A and B in Executive Session earlier this afternoon.

IV. Adjournment.

A motion was made by Council Member Gonzales, seconded by Council Member Derrick, to adjourn the regular meeting of the City Council on Tuesday, September 1, 2020 at 10:09 p.m. The motion carried by the following vote:

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

Against: 0

Tammy K. Cook, Interim City Clerk

Jane Hughson, Mayor



Legislation Text

File #: Ord. 2020-76(b), **Version:** 1

AGENDA CAPTION:

Consider approval of Ordinance 2020-76, on the second of two readings, amending Article 3 of Chapter 66 of the San Marcos City Code to transfer oversight responsibility for permitting commercial solid waste haulers from the Public Services Department to the Neighborhood Enhancement Department and increasing the permit fee to 7% of gross revenues; providing a savings clause; providing for the repeal of any conflicting provisions; and providing an effective date.

Meeting date: October 7, 2020

Department: Neighborhood Enhancement

Amount & Source of Funding

Funds Required: N/A

Account Number: [Click or tap here to enter text.](#)

Funds Available: [Click or tap here to enter text.](#)

Account Name: [Click or tap here to enter text.](#)

Fiscal Note:

Prior Council Action: [Click or tap here to enter text.](#)

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

N/A

[Choose an item.](#)

[Choose an item.](#)

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

- Economic Development - [Choose an item.](#)
- Environment & Resource Protection - [Choose an item.](#)
- Land Use - [Choose an item.](#)
- Neighborhoods & Housing - [Choose an item.](#)
- Parks, Public Spaces & Facilities - [Choose an item.](#)

File #: Ord. 2020-76(b), **Version:** 1

- Transportation - Choose an item.
- Core Services
- Not Applicable

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

Choose an item.

Background Information:

In 2003, City Council approved Ordinance No. 2003-33 to establish a minimum of standards for commercial solid waste collection and transport activities in the city, in order to ensure orderly operations and to minimize adverse impacts on the public; and to provide for compensation to the city for wear and tear on city streets resulting from commercial solid waste collection and transport in the city.

At the Budget Workshop on June 30, 2020, direction was given by City Council to increase the street use fee from 5% to 7%.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Increase Commercial Solid Waste Hauler street use fee from 5% to 7%.

ORDINANCE NO. 2020-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING ARTICLE THREE OF CHAPTER 66 OF THE SAN MARCOS CITY CODE TO TRANSFER OVERSIGHT RESPONSIBILITY FOR PERMITTING COMMERCIAL SOLID WASTE HAULERS FROM THE PUBLIC SERVICES DEPARTMENT TO THE NEIGHBORHOOD ENHANCEMENT DEPARTMENT AND INCREASING THE PERMIT FEE TO 7% OF GROSS REVENUES; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF ANY CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

1. The City Council hereby finds and determines that the adoption of the following ordinance 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. Section 66.076 of the San Marcos City Code titled Definitions is amended as set forth below. Added text is indicated by underlining. Deleted text is indicated by strikethroughs.

(5) *Director* means the director of the city's department of ~~public works~~ Neighborhood Enhancement or a designee of that director.

SECTION 2. Section 66.083 of the San Marcos City Code titled Street Use; reports; records is amended as set forth below. Added text is indicated by underlining. Deleted text is indicated by strikethroughs.

(b) The amount of the permit fee is ~~five~~ seven percent of the permit holder's gross revenue from commercial solid waste hauling operations in the city. The term "gross revenue" means the value of all cash consideration that a permit holder derives from the provision of commercial hauling services in the city, including but not limited to the following:

- (1) All fees charged to the permit holder's customers for commercial hauling services;
- (2) All revenues derived from the sale of recyclable materials collected in the city in connection with the permit holder's commercial hauling services; and
- (3) Sale or rental of lists of the permit holder's customers in the city.

Gross revenue does not include any revenue not actually received by a permit holder. Revenue not actually received includes amounts deemed uncollectible.

SECTION 3. 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 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 will take effect after its passage, approval and adoption on second reading.

PASSED AND APPROVED on first reading on September 15, 2020.

PASSED, APPROVED AND ADOPTED on second reading on October 7, 2020.

Jane Hughson
Mayor

Attest:

Approved:

Tammy K. Cook
Interim City Clerk

Michael J. Cosentino
City Attorney



Legislation Text

File #: Res. 2020-202R, **Version:** 1

AGENDA CAPTION:

Consider approval of Resolution 2020-202R, approving a renewal of the agreement with the Texas Department of Transportation for advertisement in the Texas Highway Magazine to promote tourism in the estimated annual amount of \$9,735.10 to include the authorization of three one-year additional renewals in the total contract amount of \$58,680.35; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.

Meeting date: October 7, 2020

Department: Convention and Visitor Bureau - Rebecca Ybarra-Ramirez, Director (By Lynda Williams, Purchasing Manager)

Amount & Source of Funding

Funds Required: \$9,735.10 Annually

Account Number: 12024224 53110

Funds Available: FY2021

Account Name: Advertising

Fiscal Note:

Prior Council Action: None

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

Choose an item.

Choose an item.

Choose an item.

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

- Economic Development - Choose an item.
- Environment & Resource Protection - Choose an item.
- Land Use - Choose an item.
- Neighborhoods & Housing - Choose an item.
- Parks, Public Spaces & Facilities - Choose an item.
- Transportation - Choose an item.

Core Services

Not Applicable

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

Choose an item.

Background Information:

Contract 217-430 was awarded December 1, 2017 to Texas Department of Transportation (TxDOT) in the amount of \$15,196 for advertising in the Texas Highway Magazine. This advertising contract was renewed in 2018 and 2019. The total of the contract with the current requested renewal will be \$58,680.35.

This amendment is to renew the advertising for FY 2021. This contract will continue with three (3) annual renewal options for approximately \$9,735.10 per year. The renewals may be awarded administratively in the form of an Authorization of Change in Service.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Approve renewal of contract with TxDOT for advertising in the amount of approximately \$9,735.10 annually with three year renewal options.

RESOLUTION NO. 2020-202R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING RENEWAL OF THE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (CONTRACT NO. 217-430) FOR ADVERTISEMENT IN THE TEXAS HIGHWAY MAGAZINE TO PROMOTE TOURISM IN THE ESTIMATED ANNUAL AMOUNT OF \$9,735.10 TO INCLUDE THE AUTHORIZATION OF THREE ONE-YEAR ADDITIONAL RENEWALS IN THE TOTAL CONTRACT AMOUNT OF \$58,680.35; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The renewal agreement with the Texas Department of Transportation (Contract No. 217-430) for advertisement in the Texas Highway Magazine to promote tourism in the estimated annual amount of \$9,735.10 to include the authorization of three one-year additional renewals for a total contract amount of \$58,680.35 is approved.

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

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

ADOPTED on October 7, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

AUTHORIZATION OF CHANGE IN SERVICE

AGREEMENT/ SERVICES NAME:	Texas Highway Magazine #217-430R	
CITY REPRESENTATIVE:	Yvonne Palacios, CVB	
CONTRACTOR:	TX Department of Transportation	
CONTRACT EFFECTIVE DATE:	December 01, 2017	
THIS AUTHORIZATION DATE:	October 7, 2020	AUTHORIZATION NO.: 3

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

Renewal of two (2) ads in Texas Highway Magazine for a total amount of \$8,250.10. Renewal of 3 runs for medium rectangle banner ad in the amount of \$1,485. Combined total = \$9,735.10

Original Contract Amount:	NTE	\$15,196.00
Previous Increases/Decreases in Contact Amount:	NTE	\$33,749.25
This Increase/Decrease in Contract Amount:	NTE	\$ 9,735.10
Revised Contract Amount:	NTE	\$58,680,35

CONTRACTOR:

Attached Insertion Orders 20045 and 20046
Signature

Date

Print Full Name / Title (if not in individual capacity)

CITY:

Signature

Date

Bert Lumbreras
Print Name

City Manager
Title

City Department Use Only Below This Line (PM, etc.).

Account Number(s):		
#	{Date}	{Amount}
#	{Date}	{Amount}
#	{Date}	{Amount}



Texas Highways Magazine
 Attn: TRAVEL PUBLICATIONS
 PO Box 141009
 Austin, TX 78714-1009

INSERTION ORDER:20046

Account Representative: Connie Blair
 Representative Email: connie@ajrmediagroup.com

Contract Date: Jul 28, 2020
Invoice Preference: Hardcopy Mailed

Client: San Marcos Convention & Visitor Bureau

Contact: Charlotte Wattigny
 Contact Email: cwattigny@sanmarcostx.gov

Address:
 Charlotte Wattigny
 617 IH 35 N
 San Marcos, TX 78667

Billing Information:

Contact: Charlotte Wattigny
 Bill To Email: cwattigny@sanmarcostx.gov

Address:
 Charlotte Wattigny
 617 IH 35 N
 San Marcos, TX 78667

Product	Rate	Discount	Taxable	Net
Website Texashighways.com				
May 01 2021 - Medium Rectangle	\$495.00	\$0.00		\$495.00
July 01 2021 - Medium Rectangle	\$495.00	\$0.00		\$495.00
September 01 2021 - Medium Rectangle	\$495.00	\$0.00		\$495.00
Sub Total:				\$1,485.00

Contract Notes:

Sub Total: \$1,485.00
Tax: \$0.00
Total: \$1,485.00

Materials Contact:

Email: cwattigny@sanmarcostx.gov

Materials Info:

Ad Specs Sheet: <http://www.ajrmediagroup.com/media-kit/TexasHighways/Texas-Highways-Digital-Specs.pdf>
 Materials Upload: <https://ftp.txdot.gov/dropbox/dropoff.php>

Materials Terms & Conditions:

All materials are due the **15th of the month PRIOR** to your scheduled run. Materials outstanding beyond the due date for your scheduled run will be subject to information being pulled from your prior runs if available.

Contract Terms & Conditions:

Payments shall be cash with order of Net 30 from invoice date.
 It is understood and agreed that all terms and conditions are subject to acceptance by the publisher.
 Unacceptable items include, but are not limited to, out-of-state travel-tourism features, locations, destinations, facilities, or services, unless augmenting Texas travel or tourism; alcoholic beverages; tobacco products; sexually-oriented products and services; advertising considered misleading or a misrepresentation of facts; advertising that discriminates against customers on the basis of race, color, creed, religion, sex, or national origin; or other subjects not related to Texas travel and tourism. All orders subject to approval by Publisher.
 Special positions are offered on a first-come, first-served basis, confirmed by an insertion order.

Client Signature: _____

Date: _____



Texas Highways Magazine
 Attn: TRAVEL PUBLICATIONS
 PO Box 141009
 Austin, TX 78714-1009

INSERTION ORDER:20045

Account Representative: Connie Blair
 Representative Email: connie@ajrmediagroup.com

Contract Date: Jul 28, 2020
Invoice Preference: Hardcopy Mailed

Client: San Marcos Convention & Visitor Bureau

Contact: Charlotte Wattigny
 Contact Email: cwattigny@sanmarcostx.gov

Address:
 Charlotte Wattigny
 617 IH 35 N
 San Marcos, TX 78667

Billing Information:

Contact: Charlotte Wattigny
 Bill To Email: cwattigny@sanmarcostx.gov

Address:
 Charlotte Wattigny
 617 IH 35 N
 San Marcos, TX 78667

Product	Rate	Discount	Taxable	Net
Print Magazine Texas Highways				
March 2021 - 1/2 Page Vertical	\$4,125.05	\$0.00		\$4,125.05
June 2021 - 1/2 Page Vertical	\$4,125.05	\$0.00		\$4,125.05
Sub Total:				\$8,250.10

Contract Notes:

Sub Total: \$8,250.10
Tax: \$0.00
Total: \$8,250.10

Materials Contact:

Email: cwattigny@sanmarcostx.gov

Materials Info:

Ad Specs Sheet: <http://www.ajrmediagroup.com/media-kit/TexasHighways/Texas-Highways-Specs.pdf>
 Materials Upload: <https://ftp.txdot.gov/dropbox/dropoff.php>

Materials Terms & Conditions:

All materials are due **approximately 2 MONTHS PRIOR** to your scheduled run. Materials outstanding beyond the due date for your scheduled run will be subject to information being pulled from your prior runs if available.

Reader Service Information: San Marcos Convention & Visitor Bureau, Denise Pardo,
 DPardo@sanmarcostx.gov

Contract Terms & Conditions:

Payments shall be cash with order of Net 30 from invoice date.
 It is understood and agreed that all terms and conditions are subject to acceptance by the publisher.
 Unacceptable items include, but are not limited to, out-of-state travel-tourism features, locations, destinations, facilities, or services, unless augmenting Texas travel or tourism; alcoholic beverages; tobacco products; sexually-oriented products and services; advertising considered misleading or a misrepresentation of facts; advertising that discriminates against customers on the basis of race, color, creed, religion, sex, or national origin; or other subjects not related to Texas travel and tourism. All orders subject to approval by Publisher.
 Special positions are offered on a first-come, first-served basis, confirmed by an insertion order.

Client Signature: _____

Date: _____



Legislation Text

File #: Res. 2020-203R, **Version:** 1

AGENDA CAPTION:

Consider approval of Resolution 2020-203R, approving the renewal of an agreement with CrowdRiff, Inc. relating to internet advertising software used by the San Marcos Convention and Visitor Bureau to promote tourism in the estimated annual amount of \$18,900.00 to include the authorization of three additional one-year renewals for a total contract amount of \$84,900.00; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.

Meeting date: October 7, 2020

Department: Convention and Visitor Bureau - Rebecca Ybarra-Ramirez, Director (By Lynda Williams, Purchasing Manager)

Amount & Source of Funding

Funds Required: \$18,900 Annually

Account Number: 12024224 53110

Funds Available: FY21

Account Name: Advertising

Fiscal Note:

Prior Council Action: October 15, 2019, Resolution 2019-206R approved the renewal of \$18,000.

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

Choose an item.

Choose an item.

Choose an item.

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

Economic Development - Choose an item.

Environment & Resource Protection - Choose an item.

Land Use - Choose an item.

Neighborhoods & Housing - Choose an item.

Parks, Public Spaces & Facilities - Choose an item.

- Transportation - Choose an item.
- Core Services
- Not Applicable

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

Choose an item.

Background Information:

CrowdRiff is a visual influence platform that inspires new and returning interest to travel brands. The software increases overall social and digital efficiency and delivers real-home content through every marketing channel.

This amendment is to extend contract 217-193 from October 1, 2020 through September 30, 2021 in the amount of \$18,900. The contract for software will continue with three (3) annual renewal options for approximately \$18,900 per year. The renewals may be awarded administratively in the form of an Authorization of Change in Service.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Approve ratifying the renewal of contract 217-193 with CrowdRiff for Internet advertising in the amount of approximately \$18,900 annually with three year renewal options.

RESOLUTION NO. 2020-203R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING THE RENEWAL OF AN AGREEMENT WITH CROWDRIFF, INC. (CONTRACT NO. 217-193) RELATING TO INTERNET ADVERTISING SOFTWARE USED BY THE SAN MARCOS CONVENTION AND VISITOR BUREAU TO PROMOTE TOURISM IN THE ESTIMATED ANNUAL AMOUNT OF \$18,900.00 TO INCLUDE THE AUTHORIZATION OF THREE ADDITIONAL ONE-YEAR RENEWALS FOR A TOTAL CONTRACT AMOUNT OF \$84,900.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The renewal of the agreement with CrowdRiff, Inc. (Contract No. 217-193) relating to internet advertising software used by the San Marcos Convention and Visitor Bureau to promote tourism in the estimated annual amount of \$18,900.00 to include authorization of three additional one-year renewals for a total contract amount of \$84,900.00 is approved.

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

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

ADOPTED on October 7, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

EXHIBIT B
AUTHORIZATION OF CHANGE IN SERVICE

CONTRACT NUMBER / CONTRACT NAME:	217-193 Visual Advertising Influence Platform	
CITY REPRESENTATIVE:	Charlotte Wattigny	
CONTRACTOR:	Crowdriff Inc.	
CONTRACT EFFECTIVE DATE:	01/01/2017	
THIS AUTHORIZATION DATE:	10/7/2020	AUTHORIZATION NO.: 3

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

Software License renewal for period October 01, 2020 through September 30, 2021 in the amount of \$18,900.

Original Contract Amount:		\$24,000.00
Previous Increases/Decreases in Contact Amount:		\$42,000.00
This Increase/Decrease in Contract Amount:		\$18,900.00
Revised Contract Amount:		\$84,900.00

CONTRACTOR:

Per attached Service Order Form
Signature _____

_____ Date

Print Full Name / Title (if not in individual capacity)

CITY:

Signature

_____ Date

Bert Lumbreras

Print Name

City Manager

Title

City Department Use Only Below This Line (PM, etc.).

Account Number(s):	Amount	Date
#12024224.53110	18,900	
#		
#		



San Marcos Convention and Visitor Bureau

License Renewal

Sep 01, 2020

Background

CrowdRiff is a visual influence platform that inspires new and returning interest to travel brands. It will allow San Marcos Convention and Visitor Bureau (hereafter referred to as “Customer”) to effectively discover and activate the most engaging visual content from the social web, while inspiring conversations around its brand. CrowdRiff will enable Customer to increase overall social and digital efficiency, activate its brand across seasons, and deliver real-time content through every marketing channel. CrowdRiff is excited to work with San Marcos Convention and Visitor Bureau to continually build on our mutual success!

Addendum

Pursuant to the CrowdRiff Platform License dated Jan 31, 2017, (the “Agreement”) by and between Customer and CrowdRiff, Customer’s software license is hereby automatically renewed for a 1-year term. The below Software as a Service Order Form is incorporated herein as an addendum to the Agreement effective Oct 01, 2020. All other terms and conditions of the Agreement shall remain in effect and unchanged.

Software as a Service Order Form

License Period: Oct 01, 2020 - Sep 30, 2021

Item	Description	Price	Net Price
Core Platform	12 month license	\$12,600	\$12,600
Advanced Media	12 month license	\$6,300	\$6,300
Hashtag Rights	12 month license	0	0
Smart Galleries	12 month license	0	0
Total List Price			\$18,900
Total Net Price			\$18,900

All prices listed in USD

Core Features Include: Intelligent Social Content, Web Galleries, Live Photo Wall, Sidekick, Photo and Video Upload, Image Recognition, Quality Filtering, Smart Curation

Advanced Media Features Include: Additional Content Storage, Collector Expiry & License Management, 3rd Party Share Portal, Media Hub

Total Storage: 5 TB

Software as a Service Order Form (Cont.)

Payment Schedule

- Oct 01, 2020 - \$18,900

Payment Terms

- Initial payment invoiced upon execution
- If applicable, remaining investment invoiced as per payment schedule above
- All invoices due within 30 days of issue date
- Acceptable forms of payment include cheque, bank wire transfer, or credit card (Visa or Mastercard)
- Credit Card processing fees apply



Legislation Text

File #: Res. 2020-204R, **Version:** 1

AGENDA CAPTION:

Consider approval of Resolution 2020-204R, approving the renewal of an agreement with Madden Reprint Media, LLC relating to internet search engine marketing used by the San Marcos Convention and Visitor Bureau to promote tourism in the estimated annual amount of \$35,999.77 to include the authorization of three additional one-year renewals for a total contract amount of \$146,984.53; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.

Meeting date: October 7, 2020

Department: Convention and Visitor Bureau - Rebecca Ybarra-Ramirez, Director (By Lynda Williams, Purchasing Manager)

Amount & Source of Funding

Funds Required: \$35,999.77 Annually

Account Number: 12024224 53110

Funds Available: FY21

Account Name: Advertising

Fiscal Note:

Prior Council Action: October 16, 2018, Resolution 2018-191R approved the renewal of \$48,000.

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

Choose an item.

Choose an item.

Choose an item.

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

Economic Development - Choose an item.

Environment & Resource Protection - Choose an item.

Land Use - Choose an item.

Neighborhoods & Housing - Choose an item.

Parks, Public Spaces & Facilities - Choose an item.

- Transportation - Choose an item.
- Core Services
- Not Applicable

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

Choose an item.

Background Information:

This amendment is to extend the agreement with Madden Reprint Media, LLC from October 1, 2020 through September 30, 2021 in the amount of \$35,999.77, as well as to authorize the contract to continue with three (3) annual renewal options for approximately \$35,999.77 per year. The renewals may be awarded administratively in the form of an Authorization of Change in Service.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Approve ratifying the renewal of contract with Madden Reprint Media, LLC for Internet Search Engine Marketing in the amount of approximately \$35,999.77 annually with three year renewal options that may be awarded administratively in the form of an Authorization of Change in Service.

RESOLUTION NO. 2020-204R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING THE RENEWAL OF AN AGREEMENT WITH MADDEN REPRINT MEDIA, LLC (CONTRACT NO. 218-035) RELATING TO INTERNET SEARCH ENGINE MARKETING USED BY THE SAN MARCOS CONVENTION AND VISITOR BUREAU TO PROMOTE TOURISM IN THE ESTIMATED ANNUAL AMOUNT OF \$35,999.77 TO INCLUDE THE AUTHORIZATION OF THREE ADDITIONAL ONE-YEAR RENEWALS FOR A TOTAL CONTRACT AMOUNT OF \$146,984.53; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The renewal of the agreement with Madden Reprint Media, LLC (Contract No. 218-035) relating to internet search engine marketing used by the San Marcos Convention and Visitor Bureau to promote tourism in the estimated annual amount of \$35,999.77 to include the authorization of three additional one-year renewals for a total contract amount of \$146,984.53 is approved.

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

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

ADOPTED on October 7, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

EXHIBIT B
AUTHORIZATION OF CHANGE IN SERVICE

CONTRACT NUMBER / CONTRACT NAME:	218-035 Search Engine Marketing Agreement	
CITY REPRESENTATIVE:	Charlotte Wattigny	
CONTRACTOR:	Madden Reprint Media LLC	
CONTRACT EFFECTIVE DATE:	October 01, 2017	
THIS AUTHORIZATION DATE:	October 7, 2020	AUTHORIZATION NO.: 3

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

Insertion order for a custom search engine marketing campaign for period October 1, 2020 through September 30, 2021 in the amount of \$35,999.77.

Original Contract Amount:		\$ 26,100.00
Previous Increases/Decreases in Contact Amount:		\$ 84,884.76
This Increase/Decrease in Contract Amount:		\$ 35,999.77
Revised Contract Amount:		\$146,984.53

CONTRACTOR:

Per attached quote #00159
 Signature _____

 Date

 Print Full Name / Title (if not in individual capacity)

CITY:

 Signature

 Date

Bert Lumbreras
 Print Name

City Manager
 Title

City Department Use Only Below This Line (PM, etc.).

Account Number(s):	Amount	Date
#12024224.53110	35,999.77	FY21
#		
#		



345 E. Toole Ave.
 Tucson, AZ 85701
 Office: 520.322.0895
 Fax: 520.322.9438
 mmcontracts@maddenmedia.com

Quote Number Q-00159
 Expiration Date 9/11/2020
 Program Title

Account Name San Marcos Convention & Visitor Bureau Billing Instructions
 Contact Name Charlotte Wattigny Bill To Account San Marcos Convention & Visitor Bureau
 Email cwattigny@sanmarcostx.gov Billing Address 617 IH-35 N
 San Marcos, TX 78666
 United States
 Bill To Contact

Media

Product	Sales Price	Quantity	Line Total
*Google SEM - General Leisure (CPC)	USD 0.67	53,731	USD 35,999.77
Search Engine Marketing; Cost-per-click			

12-month SEM campaign renewal for San Marcos CVB website traffic. 53,700+ clicks delivered

Subtotal: USD 35,999.77
 Tax: USD 0.00
 Grand Total: USD 35,999.77



Legislation Text

File #: Res. 2020-205R, **Version:** 1

AGENDA CAPTION:

Consider approval of Resolution 2020-205R, approving the award of a construction contract to Montoya Anderson Construction, Inc. for the Hopkins Street Multi-Use Bike and Pedestrian Project in the estimated amount of \$1,483,214.00; authorizing the City Manager or his designee to execute the construction contract on behalf of the City; and declaring an effective date.

Meeting date: October 7, 2020

Department: Engineering and Capital Improvements, Laurie Moyer, Director (by Lynda Williams, Purchasing Manager)

Amount & Source of Funding

Funds Required: \$1,483,214.00

Account Number: 13345363-70250

Funds Available: \$1,582,916.30

Account Name: C480 (HOPKINS SIDEWALK WIDENING CM ALLEN)

Fiscal Note:

Prior Council Action: Res. 2016-100R, Res. 2017-99R, Res. 2017-173R

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

Multi Modal Transportation

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 - Direct Growth, Compatible with Surrounding Uses

Neighborhoods & Housing - Choose an item.

Parks, Public Spaces & Facilities - Choose an item.

Transportation - Multimodal transportation network to improve accessibility and mobility, minimize

congestion and reduce pollution

- Core Services
- Not Applicable

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

Transportation Master Plan

Background Information:

On August 13, 2020 two bids were received for the Hopkins Street Multi-Use Bike and Pedestrian Project. Bids were evaluated by staff and Brian Boecker, P.E. of Kimley-Horn and Associates, Inc. to assure they were responsive and responsible. After evaluating the bids, staff recommends awarding a construction contract to the low bidder, Montoya Anderson Construction, Inc. (Mac, Inc.) in the amount of \$1,483,214.00 for the Base Bid + Additive Alternate 1.

The project limits are Hopkins from CM Allen to Thorpe. The scope will include the following:

- Multi-use path within the project limits
- Pedestrian crossing across Hopkins from City Hall to Public Library
- Pedestrian crossing across Hopkins at Riverside
- Adding one turn lane on Charles Austin at Hopkins

On November 10, 2014, the Capital Area Metropolitan Planning Organization (CAMPO) awarded the City of San Marcos \$2,000,000 in federal funding through the Surface Transportation Program for the Hopkins Street Multi-Use Bike and Pedestrian Project.

The CAMPO board also awarded the City \$500,000 in transportation credits which allows the City to defer the required local match until after the project costs exceed \$2,000,000. Anything over \$2,000,000 would be covered 100% by the City.

With this construction award, the current estimate for City funds on this project is \$250,000. These funds will be used for non-eligible items required to complete the project.

Construction is expected to start in November 2020 and be completed by late Summer 2021.

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 this contract

RESOLUTION NO. 2020-205R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING THE AWARD OF A CONSTRUCTION CONTRACT TO MONTOYA ANDERSON CONSTRUCTION, INC. FOR THE HOPKINS STREET MULTI-USE BIKE AND PEDESTRIAN PROJECT (IFB NO. 219-328) IN THE ESTIMATED AMOUNT OF \$1,483,214.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE CONSTRUCTION CONTRACT 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 construction contract with Montoya Anderson Construction, Inc. for the Hopkins Street Multi-Use Bike and Pedestrian Project (IFB No. 219-328) in the estimated amount of \$1,483,214.00 is approved.

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

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

ADOPTED on October 7, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk



August 17, 2020

Mr. Shaun Condor, P.E., PMP
City of San Marcos
630 E Hopkins Street
San Marcos, TX 78666

**RE: *Bid Award Recommendation for E Hopkins Street Pedestrian and Bike Improvements
City of San Marcos Project Number: 219-328
CSJ: 0914-33-075***

Dear Mr. Condor,

Kimley-Horn has reviewed the two (2) bids submitted on August 13, 2020 from:

- 1) Montoya Anderson Construction, Inc. (Mac, Inc.)
- 2) Ti-Zack Concrete, Inc.

The low bid for the Base Bid of \$1,444,477.00 was submitted by Mac, Inc.. Mac Inc. also had the lowest bid for Base Bid + Add Alt 1 of \$1,483,214.00. It is our understanding that the City will not award Base Bid + Add Alt 2 or Base Bid + Add Alt 1 + Add Alt 2, however, it should be noted that Mac, Inc had the lowest bid for both of those options as well, \$1,823,637.00 and \$1,862,374.00 respectively. Please find the attached copy of the tabulation of bids showing a comparison between all bids and the Engineer's Opinion of Probable Construction Costs (OPCC).

Kimley-Horn has checked the bids submitted and determined that both bids were responsive and no errors were made. Kimley-Horn recommends that the City of San Marcos accept the Base Bid + Add Alt 1 of \$1,483,214.00 and award Mac, Inc. the contractor for the E Hopkins Street Pedestrian and Bike Improvements.

Please contact me at 512.418.4533 if you have any questions.

Sincerely,

Brian Boecker, P.E.

Project Manager

Bid Tabulation

Project: E Hopkins Street Pedestrian & Bike Improvements

(NOTE: Legibly print or write unit and lump sum prices for each item in this bid):

BASE BID (140 WORKING DAYS)

Item No.	Spec. Reference	Unit Description	Est. Quantity	Unit	ENGINEER OPCC		Mac, Inc		Ti-Zack Concrete, Inc	
					Unit Price	Unit Total	Unit Price	Unit Total	Unit Price	Unit Total
1	0100 6002	Preparing Right of Way	35	STA	\$ 2,200.00	\$ 77,000.00	\$ 1,500.00	\$ 52,500.00	\$ 859.00	\$ 30,065.00
2	0104 6009	Removing Concrete (Riprap)	272	SY	\$ 22.00	\$ 5,984.00	\$ 27.00	\$ 7,344.00	\$ 25.00	\$ 6,800.00
3	0104 6011	Removing Conc (Medians)	92	SY	\$ 27.50	\$ 2,530.00	\$ 27.00	\$ 2,484.00	\$ 20.00	\$ 1,840.00
4	0104 6015	Removing Conc (Sidewalks)	385	SY	\$ 16.50	\$ 6,352.50	\$ 27.00	\$ 10,395.00	\$ 15.00	\$ 5,775.00
5	0104 6022	Removing Conc (Curb and Gutter)	228	LF	\$ 16.50	\$ 3,762.00	\$ 10.00	\$ 2,280.00	\$ 13.00	\$ 2,964.00
6	0105 6008	Removing Stab Base and Asph Pav (6")	668	SY	\$ 27.50	\$ 18,370.00	\$ 15.00	\$ 10,020.00	\$ 9.00	\$ 6,012.00
7	0110 6001	Excavation (Roadway)	1132	CY	\$ 27.50	\$ 31,130.00	\$ 15.00	\$ 16,980.00	\$ 31.00	\$ 35,092.00
8	0112 6003	Subgrade Widening (Dens Cont)	164	SY	\$ 27.50	\$ 4,510.00	\$ 25.00	\$ 4,100.00	\$ 36.00	\$ 5,904.00
9	0132 6003	Embankment (Final)(ORD COMP)(Ty B)	551	CY	\$ 16.50	\$ 9,091.50	\$ 10.00	\$ 5,510.00	\$ 32.00	\$ 17,632.00
10	0160 6003	Furninshing and Placing Topsoil (4")	5303	SY	\$ 2.20	\$ 11,666.60	\$ 3.00	\$ 15,909.00	\$ 7.00	\$ 37,121.00
11	0162 6002	Block Sodding	5303	SY	\$ 5.50	\$ 29,166.50	\$ 7.00	\$ 37,121.00	\$ 5.00	\$ 26,515.00
12	0164 6009	Broadcast Seed (Temporary)(Warm)	2651.5	SY	\$ 1.10	\$ 2,916.65	\$ 1.00	\$ 2,651.50	\$ 1.00	\$ 2,651.50
13	0164 6011	Broadcast Seed (Temporary)(Cool)	2651.5	SY	\$ 1.10	\$ 2,916.65	\$ 1.00	\$ 2,651.50	\$ 1.00	\$ 2,651.50
14	0168 6001	Vegetative Watering	53.2	MG	\$ 55.00	\$ 2,926.00	\$ 40.00	\$ 2,128.00	\$ 16.00	\$ 851.20
15	0340 6011	D-GR HMA (SQ) TY-B PG64-22	111	TON	\$ 165.00	\$ 18,315.00	\$ 140.00	\$ 15,540.00	\$ 200.00	\$ 22,200.00
16	0340 6138	D-GR HMA (SQ) TY-D PG76-22	146	TON	\$ 165.00	\$ 24,090.00	\$ 150.00	\$ 21,900.00	\$ 200.00	\$ 29,200.00
17	0340 6272	Tack Coat	350	GAL	\$ 6.60	\$ 2,310.00	\$ 6.00	\$ 2,100.00	\$ 5.00	\$ 1,750.00
18	0354 6021	Plane Asph Conc Pav (0" to 2")	105	SY	\$ 11.00	\$ 1,155.00	\$ 25.00	\$ 2,625.00	\$ 6.00	\$ 630.00
19	0354 6045	Plane Asph Conc Pav (2")	1266	SY	\$ 5.50	\$ 6,963.00	\$ 8.00	\$ 10,128.00	\$ 4.00	\$ 5,064.00
20	0401 6001	Flowable Backfill	24.6	CY	\$ 220.00	\$ 5,412.00	\$ 250.00	\$ 6,150.00	\$ 350.00	\$ 8,610.00
21	0416 6030	Drill Shaft (TRF Signal Pole) (24 In)	18	LF	\$ 198.00	\$ 3,564.00	\$ 295.00	\$ 5,310.00	\$ 300.00	\$ 5,400.00
22	0416 6031	Drill Shaft (TRF Signal Pole) (30 In)	23	LF	\$ 319.00	\$ 7,337.00	\$ 320.00	\$ 7,360.00	\$ 300.00	\$ 6,900.00
23	0416 6032	Drill Shaft (TRF Signal Pole) (36 In)	27	LF	\$ 330.00	\$ 8,910.00	\$ 365.00	\$ 9,855.00	\$ 400.00	\$ 10,800.00
24	0420 6071	CL C Conc (Collar)	4	EA	\$ 1,650.00	\$ 6,600.00	\$ 900.00	\$ 3,600.00	\$ 1,000.00	\$ 4,000.00
25	0420 6074	CL C Conc (MISC)	2	CY	\$ 1,100.00	\$ 2,200.00	\$ 1,000.00	\$ 2,000.00	\$ 3,000.00	\$ 6,000.00
26	0432 6044	Riprap (Conc) (Flume)	8.4	CY	\$ 660.00	\$ 5,544.00	\$ 700.00	\$ 5,880.00	\$ 1,000.00	\$ 8,400.00
27	0446 6019	Clean & Paint Exist Rail (System III-A)	1	LS	\$ 5,500.00	\$ 5,500.00	\$ 5,000.00	\$ 5,000.00	\$ 2,700.00	\$ 2,700.00
28	0460 6009	CMP AR (GAL STL DES 2)	26	LF	\$ 165.00	\$ 4,290.00	\$ 150.00	\$ 3,900.00	\$ 238.00	\$ 6,188.00
29	0464 6003	RC Pipe (CI III) (18 IN)	51	LF	\$ 110.00	\$ 5,610.00	\$ 75.00	\$ 3,825.00	\$ 125.00	\$ 6,375.00
30	0464 6005	RC Pipe (CI III) (24 IN)	214	LF	\$ 165.00	\$ 35,310.00	\$ 100.00	\$ 21,400.00	\$ 140.00	\$ 29,960.00
31	0464 6030	RC Pipe (Arch) (CI III) (Des 1)	78	LF	\$ 198.00	\$ 15,444.00	\$ 200.00	\$ 15,600.00	\$ 225.00	\$ 17,550.00
32	0464 6032	RC Pipe (Arch) (CI III) (Des 3)	16	LF	\$ 275.00	\$ 4,400.00	\$ 300.00	\$ 4,800.00	\$ 225.00	\$ 3,600.00
33	0465 6126	Inlet (Comp)(PSL)(FG)(3Ft3Ft-3Ft3Ft)	2	EA	\$ 8,250.00	\$ 16,500.00	\$ 5,000.00	\$ 10,000.00	\$ 5,400.00	\$ 10,800.00
34	0467 6358	SET (Ty II) (18 IN) (RCP) (4:1) (C)	2	EA	\$ 2,200.00	\$ 4,400.00	\$ 1,500.00	\$ 3,000.00	\$ 1,350.00	\$ 2,700.00
35	0467 6395	SET (Ty II) (24 IN) (RCP) (6:1) (P)	3	EA	\$ 2,200.00	\$ 6,600.00	\$ 1,600.00	\$ 4,800.00	\$ 1,800.00	\$ 5,400.00
36	0467 6516	SET (Ty II) (Des 1) (RCP) (4:1) (C)	2	EA	\$ 2,750.00	\$ 5,500.00	\$ 1,700.00	\$ 3,400.00	\$ 2,500.00	\$ 5,000.00
37	0467 6518	SET (Ty II) (Des 1) (RCP) (6:1) (C)	3	EA	\$ 2,750.00	\$ 8,250.00	\$ 2,000.00	\$ 6,000.00	\$ 4,000.00	\$ 12,000.00
38	0467 6519	SET (Ty II) (Des 1) (RCP) (6:1) (P)	2	EA	\$ 2,750.00	\$ 5,500.00	\$ 1,700.00	\$ 3,400.00	\$ 4,000.00	\$ 8,000.00
39	0467 6525	SET (Ty II) (Des 2) (CMP) (6:1) (P)	1	EA	\$ 1,650.00	\$ 1,650.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00
40	0467 6545	SET (Ty II) (Des 3) (RCP) (6:1) (P)	1	EA	\$ 3,300.00	\$ 3,300.00	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00
41	0471 6003	Grate & Frame	3	EA	\$ 1,100.00	\$ 3,300.00	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 3,000.00
42	0479 6005	Adjusting Manholes (Water Valve Box)	2	EA	\$ 660.00	\$ 1,320.00	\$ 500.00	\$ 1,000.00	\$ 3,000.00	\$ 6,000.00
43	0479 6010	Adjusting Manholes (Electric Box)	1	EA	\$ 825.00	\$ 825.00	\$ 750.00	\$ 750.00	\$ 1,513.00	\$ 1,513.00
44	0496 6004	Remove Structure (SET)	1	EA	\$ 550.00	\$ 550.00	\$ 700.00	\$ 700.00	\$ 245.00	\$ 245.00
45	0496 6006	Remove Structure (Headwall)	2	EA	\$ 1,100.00	\$ 2,200.00	\$ 1,500.00	\$ 3,000.00	\$ 1,000.00	\$ 2,000.00
46	0496 6007	Remove Structure (Pipe)	58	LF	\$ 22.00	\$ 1,276.00	\$ 20.00	\$ 1,160.00	\$ 35.00	\$ 2,030.00
47	0496 6099	Remove Structure (Rail)	16	LF	\$ 38.50	\$ 616.00	\$ 30.00	\$ 480.00	\$ 40.00	\$ 640.00
48	0500 6001	Mobilization	1	LS	\$ 146,208.81	\$ 146,208.81	\$ 75,000.00	\$ 75,000.00	\$ 30,000.00	\$ 30,000.00

49	0502 6001	Barricades, Signs, and Traffic Handling	6	MO	\$ 5,500.00	\$ 33,000.00	\$ 3,000.00	\$ 18,000.00	\$ 1,500.00	\$ 9,000.00
50	0506 6001	Rock Filter Dams (Install) (Ty 1)	53	LF	\$ 44.00	\$ 2,332.00	\$ 45.00	\$ 2,385.00	\$ 15.00	\$ 795.00
51	0506 6011	Rock Filter Dams (Remove)	53	LF	\$ 13.20	\$ 699.60	\$ 15.00	\$ 795.00	\$ 5.00	\$ 265.00
52	0506 6038	Temporary Sediment Control Fence (Install)	564	LF	\$ 3.30	\$ 1,861.20	\$ 3.00	\$ 1,692.00	\$ 1.00	\$ 564.00
53	0506 6039	Temporary Sediment Control Fence (Remove)	564	LF	\$ 1.10	\$ 620.40	\$ 1.00	\$ 564.00	\$ 1.00	\$ 564.00
54	0530 6004	Driveways (Concrete)	49	SY	\$ 82.50	\$ 4,042.50	\$ 72.00	\$ 3,528.00	\$ 75.00	\$ 3,675.00
55	0530 6005	Driveways (Asphalt)	474	SY	\$ 71.50	\$ 33,891.00	\$ 27.00	\$ 12,798.00	\$ 55.00	\$ 26,070.00
56	0531 6002	Sidewalks (Concrete)(5")	202	SY	\$ 57.20	\$ 11,554.40	\$ 59.00	\$ 11,918.00	\$ 75.00	\$ 15,150.00
57	0531 6003	Sidewalks (Concrete)(6")	3192	SY	\$ 79.20	\$ 252,806.40	\$ 65.00	\$ 207,480.00	\$ 90.00	\$ 287,280.00
58	0531 6004	Curb Ramps (Ty 1)	5	EA	\$ 2,750.00	\$ 13,750.00	\$ 1,500.00	\$ 7,500.00	\$ 1,500.00	\$ 7,500.00
59	0531 6009	Curb Ramps (Ty 6)	1	EA	\$ 2,750.00	\$ 2,750.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00
60	0531 6010	Curb Ramps (Ty 7)	4	EA	\$ 2,750.00	\$ 11,000.00	\$ 1,750.00	\$ 7,000.00	\$ 1,500.00	\$ 6,000.00
61	0536 6005	Concrete Median (Nose)	3	SY	\$ 220.00	\$ 660.00	\$ 200.00	\$ 600.00	\$ 90.00	\$ 270.00
62	0618 6023	Conduit (PVC) (SCH 40) (2")	2355	LF	\$ 11.00	\$ 25,905.00	\$ 20.00	\$ 47,100.00	\$ 23.00	\$ 54,165.00
63	0618 6024	Conduit (PVC) (SCH 40) (2") (BORE)	60	LF	\$ 33.00	\$ 1,980.00	\$ 61.00	\$ 3,660.00	\$ 55.00	\$ 3,300.00
64	0618 6046	Conduit (PVC)(SCH 80)(2")	720	LF	\$ 23.10	\$ 16,632.00	\$ 19.00	\$ 13,680.00	\$ 25.00	\$ 18,000.00
65	0618 6047	Conduit (PVC)(SCH 80)(2")(Bore)	235	LF	\$ 30.80	\$ 7,238.00	\$ 51.00	\$ 11,985.00	\$ 66.00	\$ 15,510.00
66	0618 6053	Conduit (PVC)(SCH 80)(3")	440	LF	\$ 24.20	\$ 10,648.00	\$ 23.00	\$ 10,120.00	\$ 70.00	\$ 30,800.00
67	0618 6054	Conduit (PVC)(SCH 80)(3")(Bore)	470	LF	\$ 47.30	\$ 22,231.00	\$ 54.00	\$ 25,380.00	\$ 70.00	\$ 32,900.00
68	0618 6070	Conduit (RM)(2")	15	LF	\$ 27.50	\$ 412.50	\$ 65.00	\$ 975.00	\$ 140.00	\$ 2,100.00
69	0620 6007	Elec Condr (No.8) Bare	1670	LF	\$ 2.20	\$ 3,674.00	\$ 2.50	\$ 4,175.00	\$ 2.00	\$ 3,340.00
70	0620 6008	Elec Condr (No.8) Insulated	1310	LF	\$ 2.20	\$ 2,882.00	\$ 2.50	\$ 3,275.00	\$ 3.00	\$ 3,930.00
71	0620 6009	Elec Condr (No.6) Bare	2535	LF	\$ 2.25	\$ 5,709.00	\$ 2.00	\$ 5,070.00	\$ 3.00	\$ 7,605.00
72	0620 6010	Elec Condr (No.6) Insulated	5070	LF	\$ 2.30	\$ 11,662.00	\$ 2.00	\$ 10,140.00	\$ 4.00	\$ 20,280.00
73	0624 6002	Ground Box Ty A (122311) W/ Apron	8	EA	\$ 1,086.25	\$ 8,690.00	\$ 1,165.00	\$ 9,320.00	\$ 1,000.00	\$ 8,000.00
74	0624 6010	Ground Box Ty D (162922) W/ Apron	9	EA	\$ 1,540.00	\$ 13,860.00	\$ 1,500.00	\$ 13,500.00	\$ 1,600.00	\$ 14,400.00
75	0628 6003	Electric Service TY A 120/240 060(NS)AL(E)PS(U)	1	EA	\$ 2.20	\$ 2.20	\$ 7,700.00	\$ 7,700.00	\$ 7,000.00	\$ 7,000.00
76	0628 6213	Electric Service TY D 120/240 100(NS)AL(E)PS(U)	2	EA	\$ 6,050.00	\$ 12,100.00	\$ 7,000.00	\$ 14,000.00	\$ 6,000.00	\$ 12,000.00
77	0636 6001	Aluminum Signs (Ty A)	20	SF	\$ 27.50	\$ 550.00	\$ 66.00	\$ 1,320.00	\$ 50.00	\$ 1,000.00
78	0644 6001	Install Small Road Sign TY10BWG(1)SA(P)	2	EA	\$ 825.00	\$ 1,650.00	\$ 600.00	\$ 1,200.00	\$ 165.00	\$ 330.00
79	0644 6068	Relocate Small Road Sign SUP&AM TY10BWG	4	EA	\$ 550.00	\$ 2,200.00	\$ 600.00	\$ 2,400.00	\$ 500.00	\$ 2,000.00
80	0644 6076	Remove Small Road Sign SUP&AM	4	EA	\$ 275.00	\$ 1,100.00	\$ 100.00	\$ 400.00	\$ 500.00	\$ 2,000.00
81	0662 6002	Work Zone Pavement Marking Non-Remov (White) (4") (Dot)	27	LF	\$ 2.75	\$ 74.25	\$ 2.00	\$ 54.00	\$ 4.50	\$ 121.50
82	0662 6004	Work Zone Pavement Marking Non-Remov (White) (4") (Solid)	240	LF	\$ 1.10	\$ 264.00	\$ 2.00	\$ 480.00	\$ 1.50	\$ 360.00
83	0662 6012	Work Zone Pavement Marking Non-Remov (White) (8") (Solid)	135	LF	\$ 2.75	\$ 371.25	\$ 2.00	\$ 270.00	\$ 2.50	\$ 337.50
84	0662 6016	Work Zone Pavement Marking Non-Remov (White) (24") (Solid)	24	LF	\$ 5.50	\$ 132.00	\$ 10.00	\$ 240.00	\$ 6.00	\$ 144.00
85	0662 6017	Work Zone Pavement Marking Non-Remov (White) (Arrow)	2	EA	\$ 110.00	\$ 220.00	\$ 250.00	\$ 500.00	\$ 125.00	\$ 250.00
86	0662 6018	Work Zone Pavement Marking Non-Remov (White) (Double Arrow)	2	EA	\$ 165.00	\$ 330.00	\$ 250.00	\$ 500.00	\$ 225.00	\$ 450.00
87	0662 6034	Work Zone Pavement Marking Non-Remov (Yellow) (4") (Solid)	528	LF	\$ 1.10	\$ 580.80	\$ 1.00	\$ 528.00	\$ 2.25	\$ 1,188.00
89	0662 6075	Work Zone Pavement Marking Remove (White) (24") (Solid)	13	LF	\$ 11.00	\$ 143.00	\$ 10.00	\$ 130.00	\$ 15.00	\$ 195.00
90	0662 6088	Work Zone Pavement Marking Remove (White)(Triple Arrow)	2	EA	\$ 550.00	\$ 1,100.00	\$ 300.00	\$ 600.00	\$ 350.00	\$ 700.00
88	0662 6095	Work Zone Pavement Marking Remove (Yellow) (4") (Solid)	540	LF	\$ 3.30	\$ 1,782.00	\$ 2.00	\$ 1,080.00	\$ 1.25	\$ 675.00
91	0662 6109	Work Zone Pavement Marking Short Term (Tab) Ty W	138	EA	\$ 5.50	\$ 759.00	\$ 2.00	\$ 276.00	\$ 3.50	\$ 483.00
92	0662 6110	Work Zone Pavement Marking Short Term (Tab) Ty Y	74	EA	\$ 5.50	\$ 407.00	\$ 2.00	\$ 148.00	\$ 4.50	\$ 333.00
93	0666 6006	Reflective Pavement Mark TY I (White)4" (Dot)(100Mil)	60	LF	\$ 2.20	\$ 132.00	\$ 2.00	\$ 120.00	\$ 15.00	\$ 900.00
94	0666 6012	Reflective Pavement Mark TY I (White)4" (Solid)(100Mil)	277	LF	\$ 1.65	\$ 457.05	\$ 2.00	\$ 554.00	\$ 15.00	\$ 4,155.00
95	0666 6036	Reflective Pavement Mark TY I (White)8" (Solid)(100Mil)	333	LF	\$ 3.30	\$ 1,098.90	\$ 2.00	\$ 666.00	\$ 15.00	\$ 4,995.00
96	0666 6048	Reflective Pavement Mark TY I (White)24" (Solid)(100Mil)	671	LF	\$ 11.00	\$ 7,381.00	\$ 7.00	\$ 4,697.00	\$ 15.00	\$ 10,065.00
97	0666 6054	Reflective Pavement Mark TY I (White)(Arrow)(100Mil)	7	EA	\$ 220.00	\$ 1,540.00	\$ 200.00	\$ 1,400.00	\$ 225.00	\$ 1,575.00
98	0666 6057	Reflective Pavement Mark TY I (White)(Double Arrow)(100Mil)	5	EA	\$ 330.00	\$ 1,650.00	\$ 250.00	\$ 1,250.00	\$ 450.00	\$ 2,250.00
99	0666 6093	Reflective Pavement Mark TY I (White)(RR Xing)(100Mil)	2	EA	\$ 660.00	\$ 1,320.00	\$ 600.00	\$ 1,200.00	\$ 1,000.00	\$ 2,000.00
100	0666 6105	Reflective Pavement Mark TY I (White)(Bike Arrow)(100Mil)	38	EA	\$ 192.50	\$ 7,315.00	\$ 200.00	\$ 7,600.00	\$ 150.00	\$ 5,700.00
101	0666 6126	Reflective Pavement Mark TY I (Yellow)4" (Solid)(100Mil)	858	LF	\$ 1.65	\$ 1,415.70	\$ 2.00	\$ 1,716.00	\$ 3.50	\$ 3,003.00
102	0666 6168	Reflective Pavement Mark TY II (White)4" (Dot)	60	LF	\$ 0.83	\$ 49.50	\$ 2.00	\$ 120.00	\$ 6.00	\$ 360.00
103	0666 6170	Reflective Pavement Mark TY II (White)4" (Solid)	277	LF	\$ 0.55	\$ 152.35	\$ 2.00	\$ 554.00	\$ 3.50	\$ 969.50
104	0666 6178	Reflective Pavement Mark TY II (White)8" (Solid)	333	LF	\$ 1.10	\$ 366.30	\$ 2.00	\$ 666.00	\$ 6.00	\$ 1,998.00

105	0666 6182	Reflective Pavement Mark TY II (White)24"(Solid)	671	LF	\$ 3.30	\$ 2,214.30	\$ 4.00	\$ 2,684.00	\$ 5.00	\$ 3,355.00
106	0666 6184	Reflective Pavement Mark TY II (White)(Arrow)	7	EA	\$ 82.50	\$ 577.50	\$ 150.00	\$ 1,050.00	\$ 150.00	\$ 1,050.00
107	0666 6185	Reflective Pavement Mark TY II (White)(Double Arrow)	5	EA	\$ 82.50	\$ 412.50	\$ 150.00	\$ 750.00	\$ 250.00	\$ 1,250.00
108	0666 6200	Reflective Pavement Mark TY II (White)(Bike Arrow)	38	EA	\$ 82.50	\$ 3,135.00	\$ 100.00	\$ 3,800.00	\$ 250.00	\$ 9,500.00
109	0666 6207	Reflective Pavement Mark TY II (Yellow)4"(Solid)	858	LF	\$ 0.55	\$ 471.90	\$ 1.00	\$ 858.00	\$ 3.50	\$ 3,003.00
110	0672 6007	Reflective Pavement Marker Ty I-C	18	EA	\$ 6.60	\$ 118.80	\$ 5.00	\$ 90.00	\$ 50.00	\$ 900.00
111	0672 6009	Reflective Pavement Marker Ty II-A-A	12	EA	\$ 8.80	\$ 105.60	\$ 5.00	\$ 60.00	\$ 50.00	\$ 600.00
112	0677 6001	Eliminate Exist Pavement Markings/Markers(4")	556	LF	\$ 0.83	\$ 458.70	\$ 1.00	\$ 556.00	\$ 1.00	\$ 556.00
113	0677 6003	Eliminate Exist Pavement Markings/Markers(8")	191	LF	\$ 1.10	\$ 210.10	\$ 1.00	\$ 191.00	\$ 2.00	\$ 382.00
114	0677 6008	Eliminate Exist Pavement Markings/Markers(Arrow)	3	EA	\$ 82.50	\$ 247.50	\$ 50.00	\$ 150.00	\$ 60.00	\$ 180.00
115	0677 6009	Eliminate Exist Pavement Markings/Markers(Double Arrow)	4	EA	\$ 82.50	\$ 330.00	\$ 100.00	\$ 400.00	\$ 100.00	\$ 400.00
116	0677 6012	Eliminate Exist Pavement Markings/Markers(Word)	2	EA	\$ 66.00	\$ 132.00	\$ 200.00	\$ 400.00	\$ 100.00	\$ 200.00
117	0680 6002	Install Highway Traffic Signal (Isolated)	3	EA	\$ 27,500.00	\$ 82,500.00	\$ 19,800.00	\$ 59,400.00	\$ 16,500.00	\$ 49,500.00
118	0682 6001	Veh Sig Sec (12") LED (Green)	1	EA	\$ 275.00	\$ 275.00	\$ 350.00	\$ 350.00	\$ 300.00	\$ 300.00
119	0682 6002	Veh Sig Sec (12") LED (Green Arrow)	3	EA	\$ 275.00	\$ 825.00	\$ 350.00	\$ 1,050.00	\$ 300.00	\$ 900.00
120	0682 6003	Veh Sig Sec (12") LED (Yellow)	9	EA	\$ 275.00	\$ 2,475.00	\$ 350.00	\$ 3,150.00	\$ 300.00	\$ 2,700.00
121	0682 6004	Veh Sig Sec (12") LED (Yellow Arrow)	5	EA	\$ 275.00	\$ 1,375.00	\$ 350.00	\$ 1,750.00	\$ 300.00	\$ 1,500.00
122	0682 6005	Veh Sig Sec (12") LED (Red)	17	EA	\$ 275.00	\$ 4,675.00	\$ 350.00	\$ 5,950.00	\$ 300.00	\$ 5,100.00
123	0682 6006	Veh Sig Sec (12") LED (Red Arw)	2	EA	\$ 275.00	\$ 550.00	\$ 350.00	\$ 700.00	\$ 300.00	\$ 600.00
124	0682 6022	Back Plate (12") (2 Sec)	8	EA	\$ 111.10	\$ 888.80	\$ 230.00	\$ 1,840.00	\$ 95.00	\$ 760.00
125	0682 6024	Back Plate (12") (4 Sec)	4	EA	\$ 165.00	\$ 660.00	\$ 135.00	\$ 540.00	\$ 100.00	\$ 400.00
126	0682 6025	Back Plate (12") (5 Sec)	1	EA	\$ 165.00	\$ 165.00	\$ 135.00	\$ 135.00	\$ 105.00	\$ 105.00
127	0684 6031	Traffic Signal Cable (Ty A)(14 AWG)(5 Condr)	1410	LF	\$ 1.93	\$ 2,714.25	\$ 3.00	\$ 4,230.00	\$ 3.30	\$ 4,653.00
128	0684 6033	Traffic Signal Cable (Ty A)(14 AWG)(7 Condr)	120	LF	\$ 11.00	\$ 1,320.00	\$ 3.00	\$ 360.00	\$ 4.40	\$ 528.00
129	0684 6079	Traffic Signal Cable (Ty C)(12 AWG)(2 Condr)	615	LF	\$ 1.87	\$ 1,150.05	\$ 3.00	\$ 1,845.00	\$ 2.20	\$ 1,353.00
130	0686 6035	Install Traffic Signal PL AM(S) 1 Arm (32') Lum	2	EA	\$ 9,047.50	\$ 18,095.00	\$ 12,000.00	\$ 24,000.00	\$ 14,300.00	\$ 28,600.00
131	0686 6043	Install Traffic Signal PL AM(S) 1 Arm (40') Lum	1	EA	\$ 10,615.00	\$ 10,615.00	\$ 14,300.00	\$ 14,300.00	\$ 15,400.00	\$ 15,400.00
132	0686 6047	Install Traffic Signal PL AM(S) 1 Arm (44') Lum	1	EA	\$ 10,835.00	\$ 10,835.00	\$ 15,250.00	\$ 15,250.00	\$ 16,500.00	\$ 16,500.00
133	0687 6001	Ped Pole Assembly	2	EA	\$ 2,381.50	\$ 4,763.00	\$ 1,500.00	\$ 3,000.00	\$ 4,500.00	\$ 9,000.00
134	0687 6002	Pedestrian Push Button Pole	1	EA	\$ 2,442.00	\$ 2,442.00	\$ 1,100.00	\$ 1,100.00	\$ 4,000.00	\$ 4,000.00
135	0687 6003	Relocate Ped Pole Assembly	1	EA	\$ 2,502.50	\$ 2,502.50	\$ 3,250.00	\$ 3,250.00	\$ 3,500.00	\$ 3,500.00
136	0688 6001	Ped Detect Push Button (APS)	4	EA	\$ 930.60	\$ 3,722.40	\$ 1,100.00	\$ 4,400.00	\$ 810.00	\$ 3,240.00
137	0688 6002	Ped Detect Push Button (Standard)	1	EA	\$ 385.00	\$ 385.00	\$ 150.00	\$ 150.00	\$ 350.00	\$ 350.00
138	0688 6003	Ped Detector Controller Unit	2	EA	\$ 4,400.00	\$ 8,800.00	\$ 3,900.00	\$ 7,800.00	\$ 3,500.00	\$ 7,000.00
139	0690 6030	Removal of Pedestrian Push Buttons	1	EA	\$ 121.00	\$ 121.00	\$ 50.00	\$ 50.00	\$ 55.00	\$ 55.00
140	6004 6031	ITS COM CBL (Ethernet)	255	LF	\$ 3.30	\$ 841.50	\$ 3.00	\$ 765.00	\$ 5.50	\$ 1,402.50
141	6062 6019	ITS Radio (SNGL)(5 GHZ)-I-S	2	EA	\$ 5,500.00	\$ 11,000.00	\$ 4,200.00	\$ 8,400.00	\$ 2,500.00	\$ 5,000.00
142	0340 76UP	D-GR HMA (SQ) TY-D PG76-22 (LEVEL UP)	12	TON	\$ 330.00	\$ 3,960.00	\$ 300.00	\$ 3,600.00	\$ 235.00	\$ 2,820.00
143	0416 22IN	Drill Shaft (22")	189	LF	\$ 220.00	\$ 41,580.00	\$ 325.00	\$ 61,425.00	\$ 300.00	\$ 56,700.00
144	430S-2-SM	Concrete Curb & Gutter (Catch)	620	LF	\$ 33.00	\$ 20,460.00	\$ 20.00	\$ 12,400.00	\$ 40.00	\$ 24,800.00
145	430S-2-SM	Concrete Curb & Gutter (Ribbon)	30	LF	\$ 25.30	\$ 759.00	\$ 20.00	\$ 600.00	\$ 70.00	\$ 2,100.00
146	432S-SAC-5-A	Streetscape Street Light (Antique)	2	EA	\$ 7,150.00	\$ 14,300.00	\$ 5,300.00	\$ 10,600.00	\$ 7,000.00	\$ 14,000.00
147	432S-SAC-5-M	Streetscape Street Light (Modern)	27	EA	\$ 3,025.00	\$ 81,675.00	\$ 7,350.00	\$ 198,450.00	\$ 8,000.00	\$ 216,000.00
148	436S-2-SM	Concrete Valley Gutter	18	SY	\$ 165.00	\$ 2,970.00	\$ 72.00	\$ 1,296.00	\$ 90.00	\$ 1,620.00
149	480S-NS	Concrete Paver Units for Sidewalks, 2.25 in	911	SF	\$ 27.50	\$ 25,052.50	\$ 8.00	\$ 7,288.00	\$ 15.00	\$ 13,665.00
150	504S-3G	Adjust Gas Facility Access Cover	2	EA	\$ 825.00	\$ 1,650.00	\$ 600.00	\$ 1,200.00	\$ 800.00	\$ 1,600.00
151	508S-9-SM	Precast 4-sided area inlet	1	EA	\$ 8,250.00	\$ 8,250.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
152	5L-UPRR	Railroad Flagging	1	LS	\$ 11,000.00	\$ 11,000.00	\$ 25,000.00	\$ 25,000.00	\$ 4,000.00	\$ 4,000.00
153	628S-1	Curb Inlet Protection	30	LF	\$ 8.80	\$ 264.00	\$ 40.00	\$ 1,200.00	\$ 5.00	\$ 150.00
154	641S-1	Stabilized Construction Entrance	100	SY	\$ 55.00	\$ 5,500.00	\$ 15.00	\$ 1,500.00	\$ 25.00	\$ 2,500.00
155	648S-1	Mulch Sock (8")	471	LF	\$ 5.50	\$ 2,590.50	\$ 8.00	\$ 3,768.00	\$ 5.00	\$ 2,355.00
156	702S-V	Removing and Relocating Existing 4 Ft. Vinyl Fence	290	LF	\$ 275.00	\$ 79,750.00	\$ 35.00	\$ 10,150.00	\$ 22.00	\$ 6,380.00
BASE BID SUB-TOTAL					\$	1,608,296.91	\$	1,444,477.00	\$	1,632,542.20

ADDITIVE ALTERNATE 1 (ADDITIONAL 10 WORKING DAYS)										
Item No.	Spec. Reference	Unit Description	Est. Quantity	Unit	Unit Price	Unit Total	Unit Price	Unit Total	Unit Price	Unit Total
Alt. 1-1	0260 6002	Lime (Hydrated Lime (Slurry))	68	TON	\$ 275.00	\$ 18,700.00	\$ 200.00	\$ 13,600.00	\$ 165.00	\$ 11,220.00
Alt. 1-2	0260 6073	Lime Trt (Subgrade)(8")	3,591	SY	\$ 6.60	\$ 23,700.60	\$ 7.00	\$ 25,137.00	\$ 5.00	\$ 17,955.00
ADD. ALT 1 SUB-TOTAL					\$	42,400.60	\$	38,737.00	\$	29,175.00
ADDITIVE ALTERNATE 2 (ADDITIONAL 10 WORKING DAYS)										
Alt. 2-1	0618 6029	Condt (PVC) (SCH 40) (3")	9,350	LF	\$ 13.20	\$ 123,420.00	\$ 32.00	\$ 299,200.00	\$ 24.00	\$ 224,400.00
Alt. 2-2	0618 6030	Condt (PVC) (SCH 40) (3") Bore	1,220	LF	\$ 39.60	\$ 48,312.00	\$ 45.00	\$ 54,900.00	\$ 34.00	\$ 41,480.00
Alt. 2-3	0618 6033	Condt (PVC) (SCH 40) (4")	260	LF	\$ 22.00	\$ 5,720.00	\$ 41.00	\$ 10,660.00	\$ 31.50	\$ 8,190.00
Alt. 2-4	0624 6010	Ground Box Ty D (162922) w/ Apron	9	EA	\$ 1,540.00	\$ 13,860.00	\$ 1,600.00	\$ 14,400.00	\$ 1,250.00	\$ 11,250.00
ADD. ALT 2 SUB-TOTAL					\$	191,312.00	\$	379,160.00	\$	285,320.00
The city reserves the right to award the contract based upon one of the following 4 combinations:										
I.	BASE BID				\$	1,608,296.91	\$	1,444,477.00	\$	1,632,542.20
	Words:									
II.	BASE BID + ADDITIVE ALTERNATE 1				\$	1,650,697.51	\$	1,483,214.00	\$	1,661,717.20
	Words:									
II.	BASE BID + ADDITIVE ALTERNATE 2				\$	1,799,608.91	\$	1,823,637.00	\$	1,917,862.20
	Words:									
II.	BASE BID + ADDITIVE ALTERNATE 1 & 2				\$	1,842,009.51	\$	1,862,374.00	\$	1,947,037.20
	Words:									



Kimley»Horn

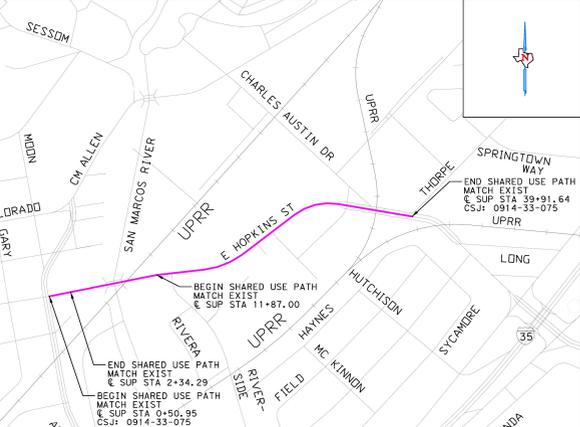
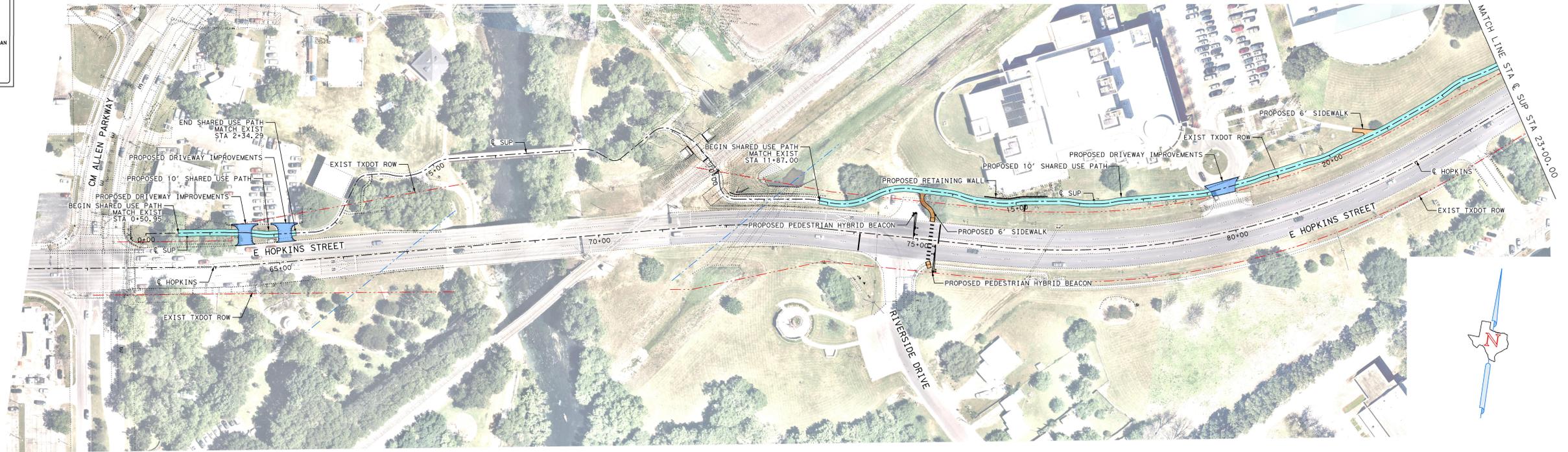
E. HOPKINS STREET PEDESTRIAN & BIKE IMPROVEMENTS

CITY OF SAN MARCOS PUBLIC MEETING EXHIBIT

HAYS COUNTY
E HOPKINS STREET FROM CM ALLEN PKWY TO THORPE LANE
PROJECT LENGTH = 0.566 MILES 2986.91 FT

CSJ: 0914-33-075
JUNE 2019
VICINITY MAP

LEGEND	
	PROPOSED PAVEMENT WIDENING
	PROPOSED SIDEWALK
	PROPOSED SHARED USE PATH
	PROPOSED RIP RAP
	PROPOSED DRIVEWAY
	REMOVE EXISTING RAISED MEDIAN
	EXISTING TXDOT ROW
	UPRR ROW



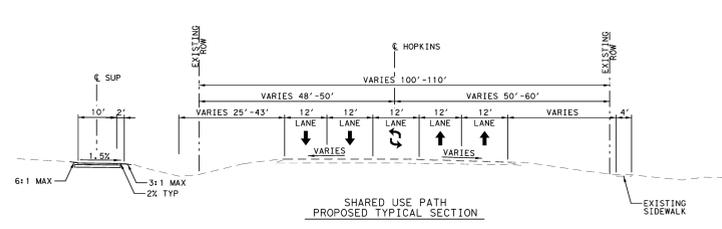
NOT A BIDDING DOCUMENT

BRIAN BOECKER, P.E.
No. 94886
PROJECT MANAGER

Kimley»Horn
10614 JULYVILLE ROAD, F17M NO. F-1028
AYALON IV, SUITE 300
AUSTIN, TX 78759

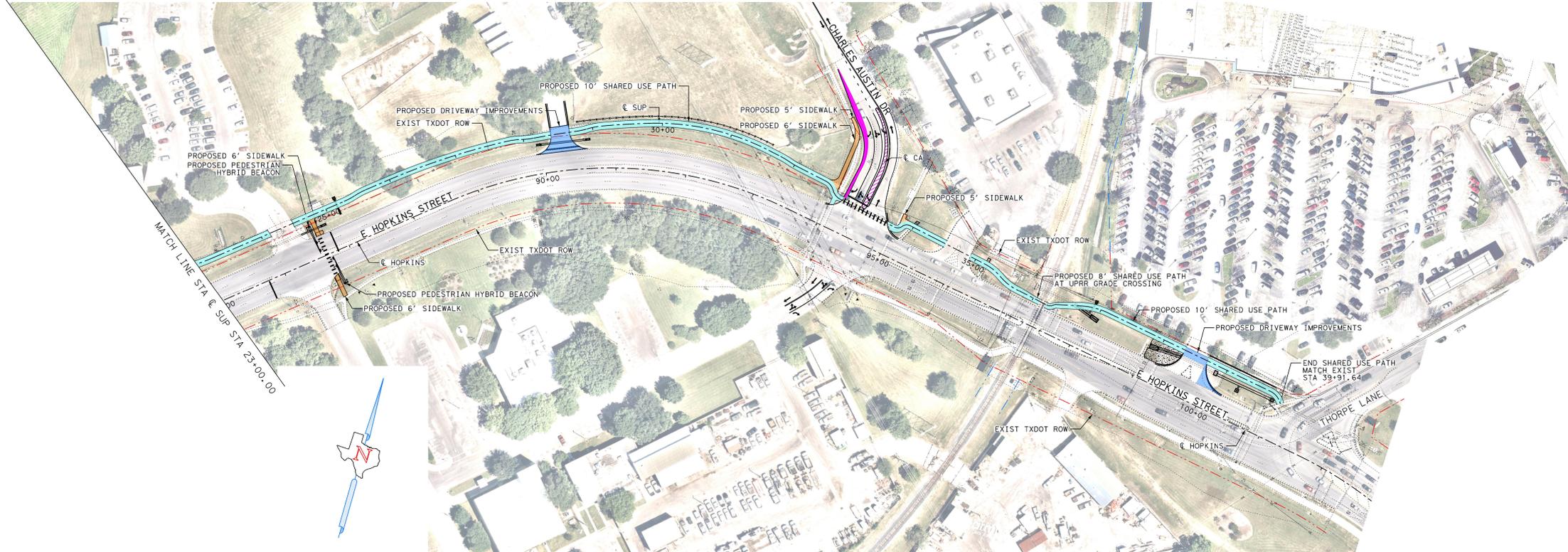
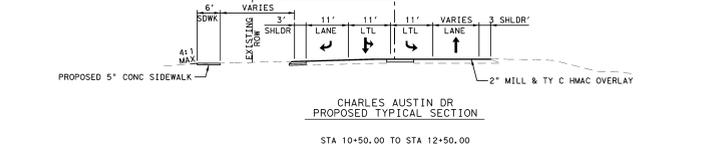


E HOPKINS TYPICAL SECTIONS



*NO WORK FROM STA 2+34.26 TO STA 11+87.00

CHARLES AUSTIN DR PROPOSED TYPICAL SECTION



Kimley»Horn
PREPARED BY: DESIGN BY ASD, DRAWN BY DBY



PUBLIC MEETING EXHIBIT
HAYS COUNTY
E HOPKINS STREET FROM CM ALLEN PKWY TO THORPE LANE
PROJECT LENGTH = 0.566 MILES

JUNE 2019
E HOPKINS STREET
PEDESTRIAN & BIKE IMPROVEMENTS
CITY OF SAN MARCOS



BID TABULATION

E Hopkins Pedestrian & Bike Improvements #219-328

August 13, 2020, 2:00 PM

Bidder Name	Total Base Bid	Total Base Bid + Add Alt 1	Total Base Bid + Add Alt 2	Total Base Bid + Add Alt 1&2
Montoya Anderson Construction, Inc. Austin, TX	1,444,477.00	1,483,214.00	1,823,637.00	1,862,374.00
Ti Zach Concrete, Inc Lee Center, MN	1,632,542.20	1,661,717.20	1,917,862.20	1,947,837.20

This is the official record of bidders and bid prices only. It is not an acknowledgement of responsiveness, responsibility, or of contract award.

Recorded by: [Signature]

Witnessed by: Rachel Skelton, CRD



Legislation Text

File #: Res. 2020-206R, **Version:** 1

AGENDA CAPTION:

Consider approval of Resolution 2020-206R, approving a professional services agreement with Floodace, LLC for the asset management system development project in the estimated amount of \$149,885.00; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.

Meeting date: October 7, 2020

Department: Engineering and Capital Improvements, Laurie Moyer, Director (by Lynda Williams, Purchasing Manager)

Amount & Source of Funding

Funds Required: 149,885.00

Account Number: C711

Funds Available: \$150,000

Account Name: Asset Management System Development

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.

- Core Services
 Not Applicable

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

Choose an item.

Background Information:

The City of San Marcos received nine (9) proposals in response to RFQ 220-127 for Asset Management System Development. A City-staffed evaluation team comprised of subject matter experts evaluated all proposals and selected Floodace, LLC, located in San Antonio, Texas, as the most highly qualified firm to perform the services of the project as described below.

The City's Engineering Department has been developing infrastructure asset management processes and tools to support CIP project development and operation and maintenance activities. Asset management seeks to use best practices in realizing value from infrastructure assets. This project will continue and enhance asset management efforts already made to improve decision making specifically related to water and wastewater infrastructure. In particular, the City has been developing risk models to assess the condition and failure risk of its water and wastewater assets. This project will enhance the development of those models within the City's GIS and IT infrastructure. This will improve accessibility of information and the City's decision-making to optimize capital improvement expenditures as well as operation and maintenance activities.

The contract is expected to be completed in late June 2021 in the estimated amount of \$149,885.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Staff recommends approval

RESOLUTION NO. 2020-206R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH FLOODACE, LLC FOR THE ASSET MANAGEMENT SYSTEM DEVELOPMENT PROJECT IN THE ESTIMATED AMOUNT OF \$149,885.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The Professional Services Agreement with Floodace, LLC for the asset management system development project in the estimated amount of \$149,885.00 is approved.

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

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

ADOPTED on October 7, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk



Project Understanding

The work to be performed by Floodace, LLC under this contract will consist of providing an Asset Management System Configuration Document, development of scripts for risk models for water and waste water assets, development of ArcGIS tools to speed up routine tasks, Development of GIS dashboards, System Testing and Implementation Services for Asset Management System Development for the City of San Marcos. The project consists of the following improvements:

General Description –

- 1) Review the city's current asset management system and provide recommendations as necessary for its enhancement.
- 2) Develop scripts based on the existing risk models so they can be implemented and executed via the City's server infrastructure (Microsoft SQL). Include a basic operation "how to" manual/supporting documentation.
- 3) Recommend and develop tools to support data integrity checks on asset management data.
- 4) Where necessary, provide integration between Maximo work order system and asset management risk data. Provide recommendations on how the City could better utilize and integrate Maximo to support asset management activities.
- 5) Develop ArcGIS tools to facilitate data population of repeatable tasks.
- 6) Recommendations for and possible development of web-based GIS dashboards to display real-time infrastructure condition and risk assessments of assets.
- 7) Provide recommendations and develop a process to use the risk models to identify future CIP projects and their prioritization.
- 8) Provide recommendations for developing the asset management system to further support the CIP development process and the day to day operation and maintenance of utility systems.

Basic Scope of Services

TASK PROJECT MANAGEMENT

Floodace will include a virtual Project Kickoff Meeting where scope, schedule, communication, invoicing and other project coordination issues will be reviewed. Floodace will fill out City's pay request form and attach backup, status report to the invoice. This task includes Floodace's effort to manage the project, allocate staff, and invoice for work. Floodace will respond to City's needs in a timely manner and assign staff sufficient to meet deadlines for City submittal and review.

Deliverables

- Monthly invoicing with progress reports

Floodace, LLC.
123 Altgelt Ave
San Antonio, Texas 78201
Ph (210) 598-2238 www.floodace.com

- Meeting attendance (8) with the City to review intermediate work products.

TASK 2 ASSET MANAGEMENT DATA DISCOVERY

This scope of work details the tasks necessary to define configuration details for the Asset Management System Development. This task includes initial Discovery sessions with the City and the development of a comprehensive document detailing the required configuration.

This process will include four 4-hour virtual meeting to review City's risk models, get the City's input on criteria priority and identify City's needs. The goal of this coordination is to aid Floodace in identifying the risk model functional criteria and help in scripting risk models moving forward.

Floodace will identify all engineering configuration needs for this task with the City's assistance. During the series of discovery meetings, all engineering implementation details will be developed for the selected risk models. This work will include research, preparation, follow-up and coordination for those meetings. These meetings will be conducted with City staff consisting of personnel familiar with risk model related business processes, as well as staff familiar with agency data.

Floodace will then identify best practice and optimal configuration requirements for specifically configuring the Asset Management System. The proposed configuration will be reviewed from a water/wastewater engineering best practices perspective. The breakdown of anticipated configuration review components is as follows:

- **Inventory Data Requirements** – Floodace will work with key City staff to confirm all inventory data needs and availability for use within the asset management system. This data forms an integral part of the risk model decision making and reporting processes that will be developed. Part of this inventory data discovery will include coordination with City staff to review water/wastewater GIS data and associated tables, Maximo data, availability and processes to use work order history data as input to risk models.
- **Consequence and Probability of Failure Categories** – Floodace expects to review and incorporate existing data developed for risk analysis into the engineering configuration of the Asset Management system. Floodace will review the use of available data within the Asset Management system with City staff for consequence and probability of failure categories and provide guidance with configuring the risk models based on the existing data. Floodace will also review relevant data from CCTV inspections such as Quick Structural Rating that relates to estimated time of failure for risk model development.
- **Review of Existing Excel Risk Models** – Floodace will review existing Risk models and ask City specific questions that will help in development of script-based Risk Models for water and waste water assets. The discussion will also aid in development of other Excel based risk models that the City desires to develop. Review the existing risk score ranges to recommend if any changes should be made to improve validation of the results.
- **Maximo Data Review** – The historical work order data will be reviewed to see how many breaks occurred on the same pipe segment within the past 5 years to update a Table in GIS to show break history. Floodace will analyze Maximo data to use in the risk models

of Water Assets. The same database configuration in Maximo will be used to transform break history for leaks into a score that could be used as a criterion for probability of failure.

- **Processes Improvement Review** – In order to assist with process improvements of routine tasks using ArcGIS tools, Floodace will observe City's step-by-step process for populating Consequence of Failure inputs into risk models based on criteria such as environmental buffers, transportation areas and segmenting pavement layers.
- **Construction and Maintenance History Requirements** – Floodace will review the City's currently available construction and maintenance data and develop processes and specific configuration within the script to capture this information.
- **Deterioration Model Expert Panel Determination** – Floodace will work with key City staff to review deterioration models for water and wastewater assets based on installation dates and CCTV inspection data to determine percent remaining service life.
- **Unit Cost Determination** – Floodace will identify the required repair/replacement unit cost data necessary from the City based on the proposed system setup and on the City's business processes. Floodace will field calculate repair/ replacement costs based on City's database of historical costs. .

Deliverables

- Engineering Configuration Document
- Provide detailed Scope & Fee for each of ArcGIS tools desired by the City so City could make a decision on which tools need to be developed that fit the budget.

TIPS : SCRIPTING RISK MODELS

It is our understand that the City currently has Excel based risk models for water pipes, wastewater pipes and water storage tanks that are based on combination of weights associated with Probability of Failure (PoF) and Consequence of Failure (CoF). The City has setup a framework with several tables containing risk model structures for with weights for PoF and CoF for Manholes, Lift Stations, Valves, Pumps-Booster Stations and Wells. It is our understanding that data for risk models only exists for water pipes, waste water pipes and water storage tanks. Floodace assumes that the City will provide sample data for other assets they wish to include in the risk models. The additional Risk Data will be provided to Floodace.

Floodace will develop scripts based on the existing Excel risk models so they can be implemented and executed via the city's sever infrastructure (Microsoft SQL). The scripts will run automatically as new data becomes available to update risk scores and data display. Floodace will also develop scripts for other assets for which Excel risk models have not been developed. However, Floodace assumes that the City will populate sample data for its assets including Manholes, Lift Stations, Valves, Pumps-Booster Stations and Wells to enable Floodace to test scripts on these assets. Floodace will also provide a manual / documentation to include how to modify scripts to change weighting factors / categories for consequence of failure and probability of failure.

Floodace's understanding of current system architecture is shown below in figure 1

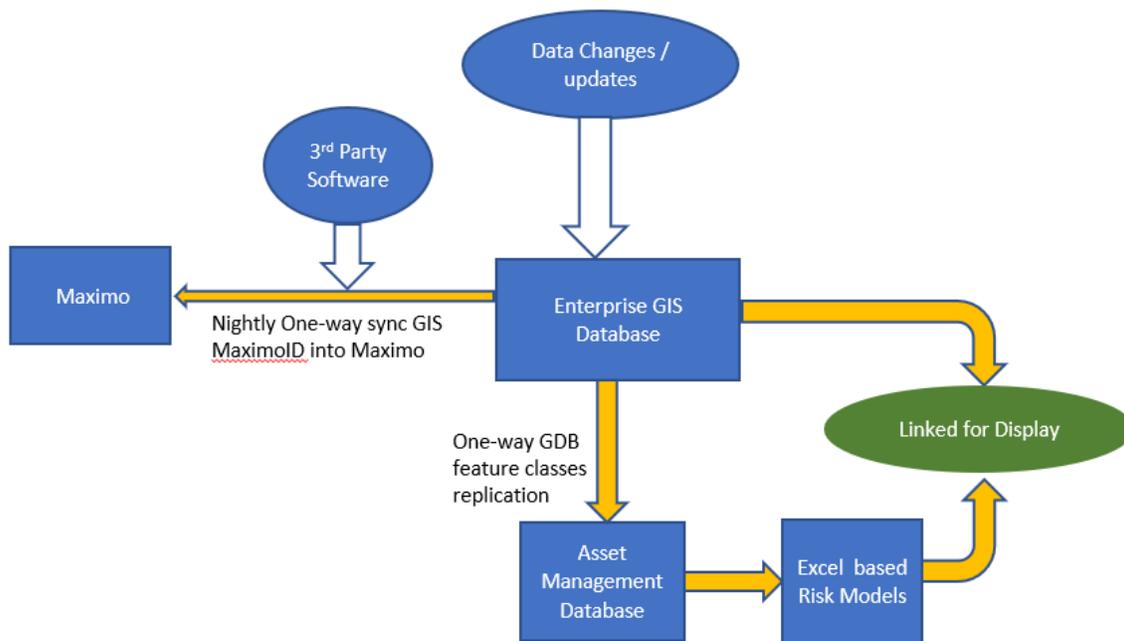


Figure 1-1 Current System Architecture

Risk scores from scripting models will be used for data display. The City chose the following system architecture for System Implementation.

Future Scenario – ArcGIS Server based Solution

Under the proposed Future Scenario, scripting will be done to replace risk Excel modeling with risk tables / views, stored procedure in SQL server and python scripts to update asset management database. Under the Future Scenario, risk scores are replicated to enterprise GIS database. Data for ArcGIS Online Web Maps and dashboards could come from either Asset Management Database or Enterprise GIS database or both. GIS users across the City will be able to access risk scores and any relevant data that is replicated from the Asset Management database to the Enterprise Database. Under this scenario, python scripts will be scheduled to run on a nightly basis on windows server and risk mapping data is refreshed overnight. City’s ArcGIS Server Map Service will be used to publish Web Maps & Dashboards.

TASK 4: DASHBOARD

The City produces various risk maps in ArcMap, which are exported and distributed in PDF format. There currently is no web map available. Risk maps use risk score from excel based risk models. The City desires to support its risk mapping efforts by displaying assets and risk scores automatically on a new web map. The City also desires to display Risk statistics on a dashboard.

Deliverables

1. Create web map for risk mapping, and include the following functions:
 - Display assets with different colors based on risk score/rank for Water Pipe, Wastewater Pipe and Water Storage Tank
 - Identify asset info / replacement value when user clicks on map
 - Turn on and off the CIP project layers.
 - Add Hyperlink to CCTV video for Wastewater Pipe layer. (Remark: external users need to access the CCTV Video from internet)
 - Web map will include other standard tools such as address search and measure tool.
 - Web map could include other advance tools such as Search by AssetID, Nearby Asset, around location.
2. Create AIO dashboard to display:
 - Length/percentage of pipe in each risk category.
 - Length/percentage of pipe in ranges of Po score.
 - Length of pipe that has not been completely assessed.
 - Length/percent of pipe based on decade of installation.
 - Total length of pipe, etc.

TASK 5: GIS TOOLS & CIP PROJECTS SELECTION

ADDITIONAL SERVICE

The purpose of this task is to improve current processes for asset data population and CIP project selection. Floodace will develop ArcGIS tools and also recommend improvements for current processes based on Floodace's understanding of the City's processes to populate data and CIP project selection during "Task 2 – Asset Management Data Discovery". This task is listed as an additional service.

At the completion of Task 2, Floodace will provide a detailed scope and fee for each of the ArcGIS tools desired by the City after watching City staff go through a step-by-step process of performing GIS analysis and populating risk data. It is also the desire of the City to automate the number of water main breaks within the last 5 years from Maximo work order table for risk

modeling. City also desires to develop data integrity checks. Floodace will analyze existing GIS datasets and current processes to determine if ArcGIS tools are feasible for what the City wants to achieve. Floodace will also make recommendations, if any, on how to improve current processes from which ArcGIS tools could be developed.

Based on Floodace's understanding of CIP project selection processes from "Task 2 – Asset Management Data Discovery" and how risk scores from water and waste water assets could be utilized to prioritize CIP projects or recommend new CIP projects, Floodace will make recommendations to the City on how risk data could be used for better project selection and planning. **City will issue a separate notice to proceed for this task via a change in service or additional service.** Floodace will not begin working on this task until it receives such notice-to-proceed.

Deliverables

- Develop ArcGIS tools to speed up routine tasks that fit City's budget.
- Provide recommendations on process improvements for CIP project selection using risk scores.

TASK 4: BENCHMARKING WITH OTHER CITIES

Floodace will gather data on how other municipalities are performing risk analysis for water and wastewater assets and how City of San Marcos could benefit themselves by identifying new ideas and innovations, cost reduction and improving service levels. This task involves Floodace speaking with other municipal government leaders in water / wastewater asset management industry. Floodace will choose 3 cities that are roughly about the same size as San Marcos and other 3 large cities within Texas. Floodace asks that City of San Marcos support Floodace's requests for discussions with other municipalities by joining with Floodace in the request. This should assure the other municipalities that the discussion is serving a public purpose.

Deliverables:

- Report of findings
- Recommendations for improvement

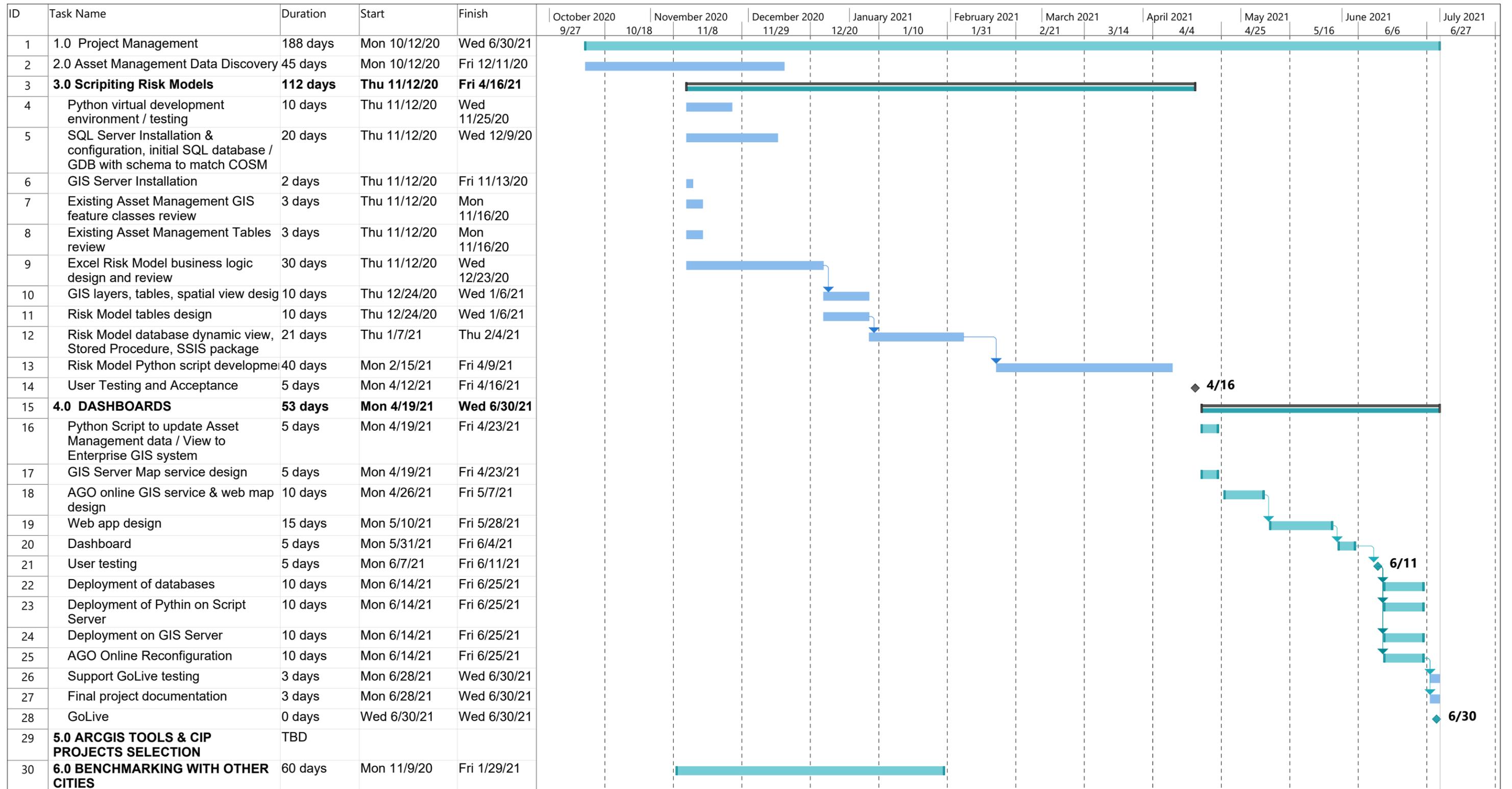
Project Assumptions

- It is assumed that City will provide sample risk data for Manholes, Lift Stations, Valves, Pumps-Booster Stations and Wells
- It is assumed that the City will grant Floodace necessary permissions / access to ArcGIS Online account, ArcGIS Server to create Webmaps and Dashboards.
- Floodace will develop scripts to work seamlessly with current versions of City's SQL server 2012 & ArcSDE 10.3.1.
- It is assumed that the City will independently test scripts and provide a formal acceptance of Floodace's deliverables.

Acceptance by the City of the test scripts is expected after the City of San Marcos tests the system and is able to provide Floodace comments about how the system functions. Floodace will modify the scripts as requested and will provide the modifications to the City of San Marcos. After retesting and further comments, Floodace will modify the scripts once more and provide them to the City of San Marcos for use. After the second modification, Floodace will perform additional modifications only if the particular script is failing to perform its function.

EXHIBIT 2 - FEE ESTIMATE								
City of San Marcos, Texas								
Asset Management System Development								
					Staff			
	Professional Service Description	Total Task Hours	Total Task Cost	Project Manager	GIS Programmer	Senior Project Engineer	Project Engineer	Clerical Staff
				\$175.00	\$150.00	\$125.00	\$110.00	\$50.00
1.0	PROJECT MANAGEMENT	48	\$ 8,400					
	Project coordination / Invoicing with City	24	\$ 4,200	24				
	Sub-consultant coordination	24	\$ 4,200	24				
2.0	Asset Management Data Discovery	264	\$ 34,635					
	Meeting Preparation	3	\$ 500	2	1			
	Attend Meetings (4 - 2hr virtual Meetings)	44	\$ 6,180	8	16	12	8	
	Meeting Follow-up	8	\$ 1,120	2	2	2	2	
	Inventory Data Requirements	14	\$ 1,890	2	4	4	4	
	Consequence and Probability of Failure Categories	22	\$ 2,710	2	4		16	
	Review of Existing Excel Risk Models	18	\$ 2,430	2	8		8	
	Maximo Data Review	26	\$ 3,430	2	8	8	8	
	Processes Improvement Review	42	\$ 5,510	2	16	8	16	
	Construction and Maintenance History Requirements	6	\$ 790	2			4	
	Deterioration Model Expert Panel Determination	2	\$ 350	2				
	Unit Cost Determination	3	\$ 395	1			2	
	Develop Configuration Document	64	\$ 7,850	4	10	10	40	
	Address comments and update Configuration Document	12	\$ 1,480	1	2	1	8	
3.0	SCRIPTING RISKS	346	\$ 53,475					
	Python virtual development environment / testing	14	\$ 2,150	2	12			
	SQL Server Installation & configuration, initial SQL database / GDB with schema to match COSM	13	\$ 1,975	1	12			
	GIS Server Installation	9	\$ 1,375	1	8			
	Existing Asset Management GIS feature classes review	12	\$ 1,900	4	8			
	Existing Asset Management Tables review	11	\$ 1,725	3	8			
	Excel Risk Model business logic design and review	60	\$ 9,500	20	40			
	GIS layers, tables, spatial view design	20	\$ 3,100	4	16			
	Risk Model tables design	20	\$ 3,100	4	16			
	Risk Model database dynamic view, Stored Procedure, SSIS package	75	\$ 11,500	10	65			
	Risk Model Python script development	100	\$ 15,250	10	90			
	User Testing and Acceptance	12	\$ 1,900	4	8			
4.0	DISHBOARDS	296	\$ 45,600					
	Python Script to update Asset Management data / View to Enterprise GIS system	18	\$ 2,750	2	16			

EXHIBIT 3 - FEE ESTIMATE								
City of San Marcos, Texas								
Asset Management System Development								
				Staff				
	Professional Service Description	Total Task Hours	Total Task Cost	Project Manager	GIS Programmer	Senior Project Engineer	Project Engineer	Clerical Staff
				\$175.00	\$150.00	\$125.00	\$110.00	\$50.00
	GIS Server Map service design	18	\$ 2,750	2	16			
	AGO online GIS service & web map design	70	\$ 10,750	10	60			
	Web app design	70	\$ 10,750	10	60			
	Dashboard	20	\$ 3,100	4	16			
	User testing	10	\$ 1,550	2	8			
	Deployment of databases	10	\$ 1,550	2	8			
	Deployment of Pythin on Script Server	10	\$ 1,550	2	8			
	Deployment on GIS Server	10	\$ 1,550	2	8			
	AGO Online Reconfiguration	10	\$ 1,550	2	8			
	Support GoLive testing	10	\$ 1,550	2	8			
	Final project documentation	40	\$ 6,200	8	32			
6.0	BENCHMARKING WITH OTHER CITIES	55	\$ 7,775					
	Prepare Interview Questionnaire	6	\$ 850	2		4		
	Setup meetings with other Cities	3	\$ 375			3		
	Phone call meetings with other Cities	12	\$ 1,800	6		6		
	Report of findings	12	\$ 1,700	4		8		
	Recommendations for improvement	22	\$ 3,050	6		16		
	Total Basic Service Hours:	1,009	\$ 149,885.00	209	602	82	116	0





PROPOSAL SUBMITTAL LOG

Asset Management System Development

#220-117

April 23, 2020 – 2:00 p.m., Local Time

PROPONENT NAME	
Electronic Data Inc (EDI)	St Petersburg, FL
Mear Group Inc	Benton, MS
Z Pro Solutions	FL
AE Com	San Antonio, TX
Flood Ace LLC	San Antonio, TX
Tessellations Inc	Woodlands, TX
WSB	Austin, TX
GHD, Inc	Houston, TX
EMA, Inc	St Paul, MN

Recorded by:

Witnessed by:



RECOMMENDATION MEMO

TO: Lynda Williams, Purchasing Manager
FROM: Evaluation Committee Members
DATE: JUNE 23, 2020
RE: Asset Management System Development, RFQ 220-127

As a member of the Evaluation Committee for the referenced solicitation, I have completed my evaluations pursuant to Texas Government Code 2254.004 for each of the Statements of Qualifications submitted in response to this solicitation. I have performed these evaluations fairly and in strict compliance to the rules and guidelines for which I have attested.

By my signature concurrence below, Floodace, LLC, located in San Antonio, Texas, is the most highly qualified firm based on demonstrated competence and qualifications. The Evaluation Committee elects to forgo the interview process and subsequently recommends award to the top-ranked firm.

CONCURRENCE: Evaluation Committee



Legislation Text

File #: Res. 2020-207R, **Version:** 1

AGENDA CAPTION:

Consider approval of Resolution 2020-207R, approving a Change in Service to the engineering services agreement with American StructurePoint, Inc. relating to the Sessom Drainage Improvements Project to add engineering design services for revising traffic control, signage, and pavement markings along Academy Street and Sessom Drive from Holland Street to LBJ Drive in the estimated amount of \$96,204.00 for a total contract price of \$523,704.62; authorizing the City Manager or his designee to execute the appropriate documents to implement the Change in Service; and declaring an effective date.

Meeting date: September 15, 2020

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

Amount & Source of Funding

Funds Required: \$96,204.00

Account Number: C#419

Funds Available: \$1,525,000.00

Account Name: Sessom Drainage Improvements at Academy

Fiscal Note:

Prior Council Action: Res. 2017-54R original contract award to American StructurePoint, Inc. in the amount of \$228,395.00.

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

Multi Modal Transportation

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 transportation network to improve accessibility and mobility, minimize congestion and reduce pollution
- Core Services
- Not Applicable

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

Transportation Master Plan

Background Information:

Approval of a change in service #4 is requested to the professional services contract with American StructurePoint, Inc. in the amount of \$96,204.00 to provide additional design engineering services for the Sessom Drainage Improvements at Academy project.

This change in service covers developing two striping options for buffered bike lanes on Academy St and Sessom Drive from Holland St to LBJ Drive. Once the preferred option is selected, design revisions will be made to the 90% traffic control plan, signage, pavement markings and traffic signal sheets. Construction cost estimate will be revised based on the updated design. The request for consideration for buffered bike lanes came through public and MoveSM input.

The project is scheduled for construction in Summer 2021 pending ROW acquisition.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

NA

Recommendation:

Staff recommends approval of this change in service.

RESOLUTION NO. 2020-207R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A CHANGE IN SERVICE TO THE ENGINEERING SERVICES AGREEMENT WITH AMERICAN STRUCTUREPOINT, INC. RELATING TO THE SESSOM DRAINAGE IMPROVEMENTS PROJECT (CONTRACT NO. 217-262) TO ADD ENGINEERING DESIGN SERVICES FOR REVISING TRAFFIC CONTROL, SIGNAGE, AND PAVING MARKINGS ALONG ACADEMY STREET AND SESSOM DRIVE FROM HOLLAND STREET TO LBJ DRIVE IN THE ESTIMATED AMOUNT OF \$96,204.00 FOR A TOTAL CONTRACT AMOUNT OF \$523,704.62; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE APPROPRIATE DOCUMENTS TO IMPLEMENT THE CHANGE IN SERVICE; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. A Change in Service to the engineering services agreement with American StructurePoint, Inc. relating to the Sessom Drainage Improvements Project (Contract No. 217-262) to add engineering design services for revising traffic control, signage and paving markings along Academy Street and Sessom Drive from Holland Street to LBJ Drive in the estimated amount of \$96,204.00 for a total contract amount of \$523,704.62 is approved.

PART 2. The City Manager or his designee is authorized to execute the appropriate documents to implement the Change in Service.

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

ADOPTED on October 7, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

ATTACHMENT D

AUTHORIZATION OF CHANGE IN SERVICES
CITY OF SAN MARCOS, TEXAS

PROJECT: Sessom Drainage Imps at Academy (#217-262)
CONSULTANT: American Structurepoint, Inc.
AUTHORIZATION NO.: 4
ORIGINAL CONTRACT DATE: March 21, 2017
AUTHORIZATION DATE: August 4, 2020

WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES

A change in service is requested to provide additional design engineering for the Sessom Drainage Improvement at Academy project. Scope will include developing two preliminary striping options for Academy/Sessom pavement markings from Holland St to LBJ Drive that follows to the MoveSM Memo. Once the preferred option is selected revisions will be made to TCP, Signing and Pavement Marking, and Traffic Signal sheets and cost estimate.

Previous Change In Services

- #1: October 25, 2017; Geotechnical Engineering Services; \$2,950.00
- #2: April 2, 2018; Surveying, drainage, landscaping, tree mitigation, and irrigation services; \$49,961.00
- #3: June 2019: Surveying, drainage, water and wastewater design, SUE, Construction Phase Services: \$146,418.62

Previous contract amount:	<u>\$ 427,500.62</u>
Net increase/decrease in contract amount:	<u>\$ 96,204.00</u>
Revised contract amount:	<u>\$ 523,704.62</u>

Requested by:

By: 

Date: 8/7/2020

RICARDO ZAMARRIPA, VP
Printed name, title

Approved by:

City of San Marcos:

Date: _____

By: _____
Bert Lumbreras, City Manager

**ATTACHMENT A: SCOPE OF SERVICES FOR CIS#4
CITY OF SAN MARCOS
SESSOM DRAINAGE IMPROVEMENTS AT ACADEMY PS&E**

Project Understanding

The work to be performed by The ENGINEER, under this contract will consist of Design Engineering (100%) for Change in Service (CIS) #4. Scope will include the work necessary to develop 2 preliminary striping options for Academy/Sessom pavement markings from Holland St to LBJ Drive that follows to the MoveSM Memo prepared by the City of San Marcos. Once the preferred option is selected by the City, the current TCP Plan, Pavement Marking, Traffic Signal Layout, and Signing sheets, sign and pavement marking details and cost estimate will be revised. The additional pavement marking sheets will be based on existing GIS and Aerial photography. (No additional survey to be performed).

I. Preliminary Phase (30%)

- A. Field Investigations/ Data Collection
 - i. Perform site visit to document striping configurations and collect measurements of lanes, sidewalks, and curb ramps at the following intersections:
 - a. Holland St and Academy/Sessom Dr.
 - b. Harvard St and Academy/Sessom Dr.
 - c. Comanche St and Academy/Sessom Dr.
 - d. Tomas Rivera Drive and Academy/Sessom Dr.
 - e. LBJ Drive at Academy/Sessom Dr.
 - f. Holland at RM12.
 - ii. Collect GIS data along project limits
- B. Provide 2 alternatives typical section and operational analysis
 - i. Alternative 1: One 10' lane in each direction, single bus lane and on street bike lanes in each direction.
 - ii. Alternative 2: One 12' lane in each direction, and 6' on street bike lane with 3' buffer in each direction.
 - iii. Traffic Operational analysis for each alternative with recommendation memo. Traffic study area to include Academy Street between W Holland St to Sessom Dr and Sessom Dr. between Academy St. to LBJ Dr.
 - a. Review traffic analysis provided by the City for segment capacity and safety for both vehicles and on-street bicycles based on each alternative's typical section.
 - b. Review traffic analysis provided by the City for intersection capacity at Sessom/Academy, Sessom/Comanche, and Sessom/LBJ intersections for each alternative.
 - c. Summarize review of analysis provided by the City alternatives in a memorandum

II. Design Phase (90%/100%)

- A. Project Management and QA/QC: This task includes routine communication with the OWNER; managing subconsultants, manpower, budgets, and schedules; invoicing; implementing and monitoring of QA/QC efforts; and other activities associated with managing the project for 3 additional months.
- B. Meetings:
 - i. City of San Marcos coordination meetings (2 meeting)
 - a. Attend (2) City of San Marcos coordination meeting.
- C. Design Sheet Categories
 - i. Typical Sections
 - a. Revise current typical sections to reflect the preferred alternative following to the recommendation from 2.B. ii. Above and direction from the City. .
 - b. Add 2 additional typical sections (1 sheet) to cover added pavement marking areas for Holland St to Yale St and Comanche to LBJ Dr.

- ii. Traffic Control Plans
 - a. Revise the current traffic control plans to reflect the revised lane configuration resulting from the preferred lane configuration. (Narrative, quantities sheets)
 - b. Add additional sheets to include the restriping areas from Holland St to Yale St and Comanche St to LBJ Dr. and along Holland Street from RM12 to Academy.
- iii. Traffic Plans
 - a. Revise traffic signal, phasing and plans to accommodate the revised lane assignments at the Sessom Dr. and Academy St. intersection. (3 sheets)
 - b. Add traffic signal modification plans and details to accommodate the revised lane assignments at N Comanche St. & Sessom Dr. (3 sheets) and add traffic signal modification plan for detection adjustments to accommodate the revised lane assignments at LBJ Dr & Sessom Dr. (1 sheets)
 - c. Revise current striping and signing sheets to include striping configurations following the preferred alternative. (5 sheets and sign and pavement marking details, pavement marking and signing quantity sheet)
 - d. Add additional sheets to include Holland St to Yale St and Comanche St to LBJ Dr. (4 sheets) and Holland Street from RM12 to Academy (approx. 900' -3 sheets)
 - e. Add additional sheets at the intersection of Holland St and Academy/Sessom Blvd and one additional sheet at the intersection of LBJ Dr and Academy/Sessom Blvd.
- iv. Estimate
 - a. Update quantities and opinion of probable construction cost.

C. Resubmit 90% plans with redesigned pavement markings and signals.

III. Construction Phase

No additional services.

Exclusions

- A. The following services are not included in the scope:
 - a. No additional survey
 - b. No additional SUE
 - c. No additional Geotechnical

AMERICAN STRUCTUREPOINT, INC.
ATTACHMENT B: ESTIMATED FEE SUMMARY FOR CIS#4
CITY OF SAN MARCOS
SESSOM DRAINAGE IMPROVEMENTS AT ACADEMY

Task	Principal	QA/QC	PM	Sr Proj Eng	Proj Eng	Sr Tech	Tech	EIT	Total Hours	Labor Cost	ASI Direct Expenses	Accessibility Code Etc. TDLR	Coleman Landscaping	Cobb Fendley SUE	Chaparral Survey	KFriese W/WW	Total Subconsultants	Total Cost	
I. Design Phase (30%)																			
A. Field Investigations																			
i. Perform site visit				8				16	24	\$ 3,200.00								\$ -	\$ 3,200.00
ii. Collect GIS		1		2				8	11	\$ 1,480.00								\$ -	\$ 1,480.00
B. Two alternatives -Typical sections and Operational Analysis																			
i. Alternative 1		1		1				6	8	\$ 1,080.00								\$ -	\$ 1,080.00
ii. Alternative 2		1		1				6	8	\$ 1,080.00								\$ -	\$ 1,080.00
iii. Operational Analysis																			
a. Review analysis segment capacity and safety - 2 alternatives.					11			8	19	\$ 2,420.00								\$ -	\$ 2,420.00
b. Review Capacity analysis at (3 intersections, 6 traffic scenarios)				2	2			36	40	\$ 4,600.00								\$ -	\$ 4,600.00
c. Summary Memorandum		1	2	3	16			4	26	\$ 3,840.00								\$ -	\$ 3,840.00
II. Design Phase (90/100%) Subtotal																			
	0	1	2	5	29	0	0	48	110	\$ 17,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,700.00
II. Design Phase (90/100%)																			
A. Project Management and QA/QC																			
i. Project Management	3		3						6	\$ 1,320.00								\$ -	\$ 1,320.00
ii. QA/QC		3							3	\$ 720.00								\$ -	\$ 720.00
B. Meetings																			
i. City of San Marcos coordination meetings (2 meeting)																			
a. Attend 2 meeting			4	4				2	10	\$ 1,700.00								\$ -	\$ 1,700.00
C. Design Sheet Categories																			
i. Typical Sections																			
a. Revise current typical sections		1	1	2	4			8	16	\$ 2,230.00								\$ -	\$ 2,230.00
b. Add new typical to plans		1	1	2	4			8	16	\$ 2,230.00								\$ -	\$ 2,230.00
ii. Traffic Control Plans																			
a. Revise current Traffic Control Plans		1	2	8				24	35	\$ 4,700.00								\$ -	\$ 4,700.00
b. Add sheets for a added areas		2	7	14	28			56	107	\$ 14,410.00								\$ -	\$ 14,410.00
iii. Traffic Plans																			
a. Revise Traffic Signal Plans (3 sheets)		1		3	4	6		16	30	\$ 3,910.00								\$ -	\$ 3,910.00
b. Add Traffic Signal Mod. Plans at Commanche & LBJ (4 sheets)		1		8	20			40	69	\$ 8,880.00								\$ -	\$ 8,880.00
c. Revise current signing and pavement marking sheets (5 sheets)			1	4	2	4		15	26	\$ 3,380.00								\$ -	\$ 3,380.00
d. Add sheets for Holland to Yale and Comanche to LBJ (4 shts)			3	9	18	36		70	136	\$ 17,270.00								\$ -	\$ 17,270.00
e. Additional Intersection PM sheets (2 sheets)			1	3	5	10		20	39	\$ 4,980.00								\$ -	\$ 4,980.00
iv. Update Quantities and Estimate	1	2		5				12	20	\$ 2,950.00								\$ -	\$ 2,950.00
D. 90% Resubmittal																			
i. Prepare 90% resubmittal	1	6	4	8	16			32	67	\$ 9,650.00								\$ -	\$ 9,650.00
II. Design Phase (90/100%) Subtotal																			
	4	12	27	70	101	56	0	303	513	\$ 78,330.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,330.00
III. Construction Phase																			
Basic Scope Total																			
	4	13	29	75	130	56	0	351	623	\$ 96,030.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 96,030.00
	1%	2%	5%	12%	21%	9%	0%	56%		\$ 96,030.00	\$ 174.00								\$ 174.00
										Total Cost									\$ 96,204.00

The hours listed above are an estimate. The hours assigned to the Phase are not exclusive to the Phase to which they are assigned. The total fee will not exceed the total contract amount as per Article 2. The hourly rates shall apply throughout the remainder of the contract and to all changes in services.

Payment to the ENGINEER will be made as follows:

- Basic Services - The amounts of these invoices will be based on the extent of work completed by the Engineer on an hourly basis.
- Supplemental Services - The Engineer will receive approval in writing before performing supplemental services. The amounts of these invoices will be based on the extent of work completed by the Engineer on an hourly basis.
- Reimbursable expense - Reimbursable expenses including such as expenses for plotting, reproduction of documents, auto travel mileage (current IRS approved mileage rate), delivery charges, long distance communications, freight and state accessibility will be invoiced with appropriate backup documentation.

ASI Design Fee	\$ 96,030.00
ASI Expenses	\$ 174.00
Accessibility Code Etc.	
Coleman	\$ -
Cobb Fendley	\$ -
Chaparral	\$ -
KFriese	\$ -

Invoice and Time of Payment

Invoices will be prepared in a format approved by the City prior to submission of the first monthly invoice. Invoices shall be submitted monthly and paid within 30 days.

Direct Expenses	Rate	Quantity	Total
Meals	\$ 25.00 Each	0	\$ -
Mileage	\$ 0.58 Mile	300	\$ 174.00
Courier Services (Deliveries)	\$ 25.00 Each	0	\$ -
CADD Color Plotting (Per SQ FT)	\$ 1.50 Square Feet	0	\$ -
Photocopies B/W (8.5x11)	\$ 0.05 Each	0	\$ -
Photocopies B/W (11x17)	\$ 0.15 Each	0	\$ -
Photocopies B/W (22x34)	\$ 0.60 Each	0	\$ -
Color Copies (8.5x11)	\$ 0.49 Each	0	\$ -
Color Copies (11x17)	\$ 1.00 Each	0	\$ -
Truck for SUE	\$ 55.00 Trip	0	\$ -
Asphalt Repair SUE	\$ 5.00 Square Feet	0	\$ -

ASI Hourly Billing Rates

Principal	\$ 250.00
QA/QC	\$ 240.00
Project Manager	\$ 190.00
Sr Proj Eng	\$ 180.00
Project Eng	\$ 140.00
Sr Tech	\$ 135.00
Tech	\$ 95.00
EIT	\$ 110.00
Admin	\$ 80.00

Direct Expenses	Rate		Quantity	Total
Meals	\$ 25.00	Each	0	\$ -
Mileage	\$ 0.58	Mile	300	\$ 174.00
Courier Services (Deliveries)	\$ 25.00	Each	0	\$ -
CADD Color Plotting (Per SQ FT)	\$ 1.50	Square Feet	0	\$ -
Photocopies B/W (8.5x11)	\$ 0.05	Each	0	\$ -
Photocopies B/W (11x17)	\$ 0.15	Each	0	\$ -
Photocopies B/W (22x34)	\$ 0.60	Each	0	\$ -
Color Copies (8.5x11)	\$ 0.49	Each	0	\$ -
Color Copies (11x17)	\$ 1.00	Each	0	\$ -
Truck for SUE	\$ 55.00	Trip	0	\$ -
Asphalt Repair SUE	\$ 5.00	Square Feet	0	\$ -
Total Cost				\$ 174.00

Sessom Academy Improvements Buffered Bike Lane Project Limits





Legislation Text

File #: Res. 2020-208R, **Version:** 1

AGENDA CAPTION:

Consider approval of Resolution 2020-208R, approving a Consent of Encroachment Agreement with Ella Lofts Funding Company, LLC that allows certain improvements to encroach within a City drainage easement in the vicinity of Chestnut Street and Live Oak Street, subject to the owner of such improvements granting a drainage easement to the City for improvements along Sessom Creek as part of the Edwards Aquifer Habitat Conservation Plan; authorizing the City Manager or his designee to execute the said agreement on behalf of the City; and declaring an effective date.

Meeting date: October 7, 2020

Department: Engineering and Capital Improvements

Amount & Source of Funding

Funds Required: \$0.00

Account Number: [Click or tap here to enter text.](#)

Funds Available: [Click or tap here to enter text.](#)

Account Name: [Click or tap here to enter text.](#)

Fiscal Note:

Prior Council Action: [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 - Public & Private Sector Partnership to Protect Water Quality & proper development in San Marcos and Blanco Rivers

Land Use - [Choose an item.](#)

Neighborhoods & Housing - [Choose an item.](#)

- Parks, Public Spaces & Facilities - Choose an item.
- Transportation - Choose an item.
- Core Services
- Not Applicable

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

Choose an item.

Background Information:

The property owner identified minor encroachments of their water storage tank, retaining wall and curbing within the City easement. The property owner has requested a consent of encroachment in exchange for granting a drainage easement to the City that is needed to complete improvements in Sessom Creek. Staff has reviewed the minor encroachments and finds they do not impact the City's use of the easement.

The Edwards Aquifer Habit Conservation Plan (HCP) and the Engineering Department have teamed up to design and construct repairs and other restoration work along Sessom Creek.

The HCP is funding the design and construction of the stabilization work. In order to complete their work, they need a drainage easement from the Vie Lofts, who have agreed to donate the easement, at no cost to the City, in exchange for this consent of encroachment.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Staff recommend approval of this agreement, subject to the City being granted the necessary drainage easement.

RESOLUTION NO. 2020-208R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A CONSENT TO ENCROACHMENT AGREEMENT WITH ELLA LOFTS FUNDING COMPANY, LLC THAT ALLOWS CERTAIN IMPROVEMENTS TO ENCROACH WITHIN A CITY DRAINAGE EASEMENT IN THE VICINITY OF CHESTNUT STREET AND LIVE OAK STREET, SUBJECT TO THE OWNER OF SUCH IMPROVEMENTS GRANTING A DRAINAGE EASEMENT TO THE CITY FOR IMPROVEMENTS ALONG SESSOM CREEK AS PART OF THE EDWARDS AQUIFER HABITAT CONSERVATION PLAN; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE SAID AGREEMENT ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The attached Consent to Encroachment Agreement with Ella Lofts Funding Company, LLC is approved, subject to Ella Lofts Funding Company, LLC granting an easement to the City as needed for improvements along Sessom Creek under the Edwards Aquifer Habitat Conservation Plan in a form approved by the City Manager and City Attorney.

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

PART 3. This resolution shall be in full force and effect immediately from and after its adoption, except that the Agreement hereby approved shall not be effective until the conditions in Part 1 are satisfied.

ADOPTED on October 7, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

**CROSS REFERENCE INSTRUMENT NOS.:
19003472 AND PLAT VOL. 17 PGS 181 - 182**

CONSENT TO ENCROACHMENT

THIS CONSENT TO ENCROACHMENT (this "Consent") is made and entered into as of this _ day of _ , 2020 (the "Effective Date"), by and between the **CITY OF SAN MARCOS, TEXAS**, a Texas municipal corporation ("GRANTOR") and **ELLA LOFTS FUNDING COMPANY LLC**, a Delaware limited liability company ("GRANTEE").

WITNESSETH:

WHEREAS, GRANTEE is the owner of certain real estate located in Hays County, Texas, which real estate is more fully described in Exhibit A attached hereto and incorporated herein by this reference (the "Real Estate");

WHEREAS, a portion of the Real Estate is subject to that certain twenty-five (25) foot Public Access, Drainage and Public Utility Easement as depicted on that certain State House Addition plat, signed September 5, 2013 and recorded in Plat Book Volume 17, Pages 181 – 182 of the Plat Records of Hays County, Texas (the "Public Easement"), whereby an easement has been reserved for the use of the public as shown on Exhibit B attached hereto (the "Public Easement Area");

WHEREAS, Grantee's predecessor in title has developed and constructed certain improvements in the Public Easement Area in connection with the development and construction of that certain student housing facility on the Real Estate (the "Student Housing Facility"), with such improvements being depicted on Exhibit C attached hereto (collectively, the "Public Easement Improvements");

WHEREAS, GRANTEE has requested GRANTOR's consent to keep and maintain the Public Easement Improvements within the Public Easement Area; and

WHEREAS GRANTEE is willing to authorize the encroachment of the Public Easement Improvements into the Public Easement Area, upon and subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Consent to Encroachment. Upon and subject to the terms and conditions set forth herein, GRANTOR does hereby grant unto GRANTEE, its successors and assigns, the right to keep, maintain, repair, replace, use, operate and reconstruct the Public Easement Improvements on, over, above and across the Public Easement Area in connection with the use and operation of the Student Housing Facility (collectively, the "Permitted Use"). The Public Easement Improvements shall be limited to the areas as depicted on Exhibit C hereto and shall not be expanded or relocated within the Public Easement Area without GRANTEE's prior written consent.

2. Grantee Obligations. GRANTEE shall, at GRANTEE's sole cost and expense, keep, maintain, repair, replace, use, operate and reconstruct the Public Easement Improvements in a good, safe and orderly condition and in accordance with all applicable statutes, laws, codes, rules, orders and ordinances. In the event GRANTEE fails to maintain and/or use the Public Easement Improvements in accordance with the terms and conditions of this Consent within thirty (30) days after written notice to GRANTEE, GRANTOR shall have the right to correct and remedy such failure in a manner deemed reasonably necessary by GRANTOR and GRANTEE shall reimburse GRANTOR for the actual, documented out-of-pocket costs incurred by GRANTOR to cure such failure within thirty (30) days of GRANTOR's written request thereof to GRANTEE; provided, however, GRANTOR shall have no obligation to GRANTEE or any other party to perform any maintenance, repair or replacement with respect to the Public Easement Improvements and/or the Public Easement Area.

3. Extra Costs. In the event that any installation, reinstallation, relocation or repair of any existing or future utility lines or utility improvements within the Public Easement Area on the Real Estate owned by, constructed by or on behalf of GRANTOR at public expense is made materially more costly solely by virtue of the construction, maintenance or existence of the Public Easement Improvements and no reasonable alternative location is available for such utility lines or utility improvements or their repair that would not result in such additional material costs, GRANTEE shall pay to GRANTOR an additional reasonable amount equal to such reasonable additional cost within 30 days after receipt of an itemized invoice therefor from GRANTOR, to the extent GRANTEE does not relocate the same to such a location that does not make such installation, reinstallation, relocation or repair more costly.

4. Grantor Restrictions. GRANTOR acknowledges and agrees that GRANTOR shall not have the right to remove or relocate any portion of the Public Easement Improvements without the prior written consent of GRANTEE, which consent shall not be unreasonably withheld, conditioned or denied. Notwithstanding the foregoing, GRANTOR may remove or alter all of parts of the Public Easement Improvements when: a) reasonably necessary to prevent imminent threats of injury to persons or damage to property as a result of the Public Easement Improvements' location within the Public Easement Area; or b) after providing at least 30 days' written notice to GRANTEE, any portion of the Public Easement Improvements prevent the ongoing repair, replacement, maintenance or operation of GRANTOR'S utility facilities in the Public Easement Area and no reasonable alternative to such removal or alteration is available in connection with remedying such ongoing repair, replacement, maintenance or operation of GRANTOR'S utility facilities in the Public Easement Area; provided, however, that GRANTOR shall give GRANTEE such reasonable time not to exceed 90 days to allow GRANTEE to remove, alter or relocate such portions of the Public Easement Improvements in such a manner or to such a location within or outside the Public Easement Area that will reasonably allow such ongoing repair, replacement, maintenance or operation.

5. Runs with the Land. This Consent shall run with the land, be for the benefit for the parties hereto and their successors and assigns.

6. Limitation of Liability, Indemnification. Except to the extent caused by the gross negligence or willful misconduct of GRANTOR, its employees, agents, contractors or subcontractors, GRANTEE shall indemnify, defend, and hold GRANTOR and its trustees, directors, members, officers, agents, employees, invitees, contractors and subcontractors harmless from and against all damages, injuries to or death of persons, claims, liability, lawsuits, judgments, costs and expenses, including without limitation reasonable attorneys' fees and costs of enforcement of this indemnification, arising out of or in connection with the use of the Public Easement Area for the Public Easement Improvements by GRANTEE, its employees, agents, or invitees. GRANTEE assumes all risks of injury to or death of persons in connection with its or its invitees use of the Public Easement Area and the Public Easement Improvements or the exercise of the privileges granted hereunder and in no event shall GRANTOR have any liability with respect to the same, except to the extent caused by the gross negligence or willful misconduct of GRANTOR, its employees, agents, contractors and subcontractors. GRANTEE hereby releases GRANTOR of and from every right, claim, and demand that GRANTEE may hereafter have against GRANTOR and from all liability for any accident, damage, or injury or death caused to person or property on or about the Public Easement Area except

to the extent caused solely by the gross negligence or willful misconduct of GRANTOR, its employees, agents, contractors and subcontractors.

7. Insurance; Waiver of Subrogation. From the Effective Date and at all times any portion of the Public Easement Improvements are located in the Public Easement Area, GRANTEE, at its sole cost and expense, shall obtain a policy or policies of commercial general liability insurance with coverage for bodily injury, personal injury, death, and loss or property damage arising out of the use of the Public Easement Improvements in the Public Easement Area, in the amount of not less than \$2,000,000 per occurrence. Such policy shall name the GRANTOR as an additional insured. On the Effective Date, GRANTEE shall provide GRANTOR with evidence reasonably acceptable to GRANTOR, by way of a certificate of insurance reasonably acceptable to GRANTOR that the required insurance is in effect. GRANTOR may, from time to time, request evidence confirming that such required insurance remains in effect. GRANTEE waives and releases and shall, to the extent reasonably available in the jurisdiction in which the Real Estate is located, cause its insurance carriers to waive and release any and all rights of recovery which it and/or they might have against GRANTOR for any loss or damage to the extent such damage is or could be covered by commercial general liability insurance.

8. Applicable Law and Venue. This Consent shall be governed by, and construed under, the laws of the State of Texas. Venue for any dispute between the parties arising under this Consent shall be in the state court having appropriate jurisdiction in Hays County, Texas, or, if in federal court, the United States District Court for the Western District of Texas, Austin Division.

9. Modification. This Consent shall not be construed as a release of any rights or obligations of GRANTOR or GRANTEE under or in connection with the Public Easement Area other than the right of GRANTEE to keep and maintain the Public Easement Improvements in the Public Easement Area upon and subject to the terms, covenants, conditions and provisions of this Consent. The terms, covenants, conditions and provisions of this Consent may be modified or amended in whole or in part only with the written agreement of the parties hereto. Any such agreement shall memorialized by an instrument in writing duly executed by the appropriate parties in interest and recorded in the Office of the Recorder of Hayes County, Texas.

10. Attorneys' Fees. In the event either party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Consent, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable costs and attorneys' fees.

11. Entire Agreement. This Consent constitutes the entire agreement by the parties hereto, and supersedes all prior discussions, undertakings or agreements with respect to the subject matter of this Consent.

12. Severability. If any term, covenant or restriction established by this Consent shall be invalid or unenforceable, the remainder of this Consent shall not be affected thereby, and each term, covenant or restriction shall be valid and enforceable to the fullest extent permitted by law.

13. Counterparts. This Consent may be executed in multiple counterparts, each of which, when taken together, shall constitute an original.

[signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Consent as of the Effective Date.

GRANTOR:

CITY OF SAN MARCOS, TEXAS
a Texas municipal corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

This instrument was acknowledged before me on _____, 2020 by _____, _____ of the City of San Marcos, , a Texas home rule municipality, in such capacity, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT A

REAL ESTATE

(description attached)

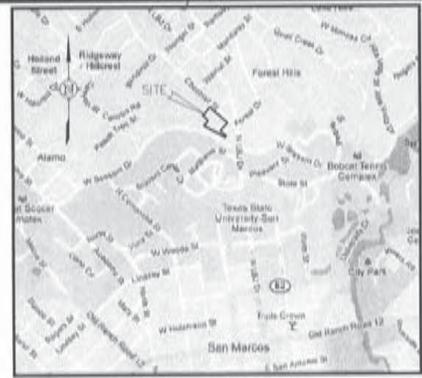
EXHIBIT B

PUBLIC EASEMENT AREA

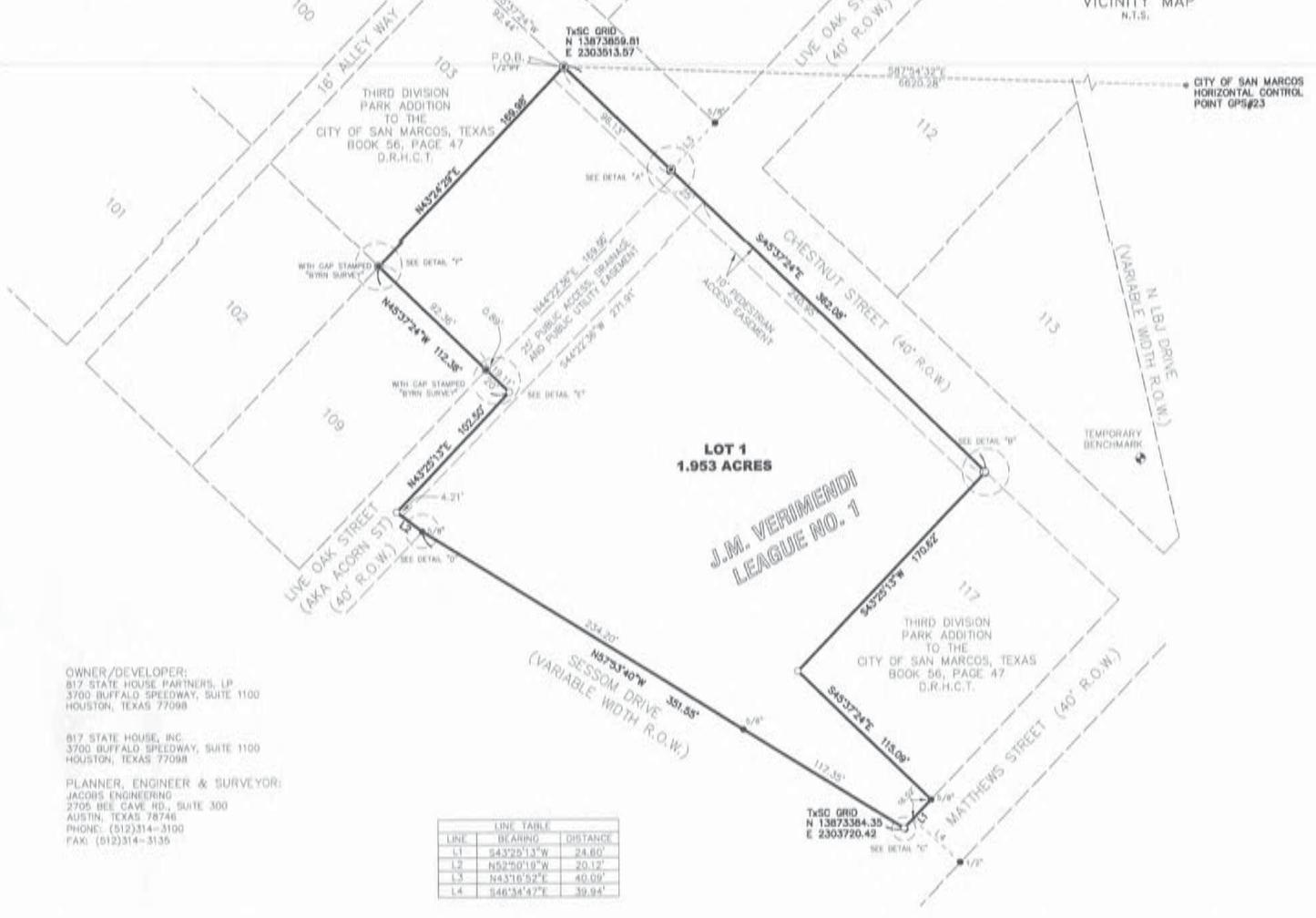
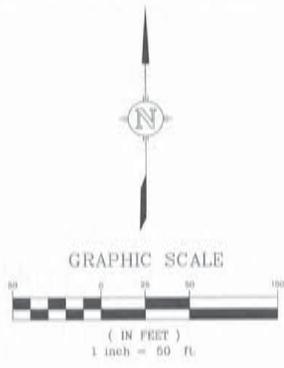
(description attached)

Exhibit B: Public Easement Area
For: Consent To Encroachment

Vol. 17 Pg. 18



VICINITY MAP
N.T.S.



OWNER/DEVELOPER:
817 STATE HOUSE PARTNERS, LP
3700 BUFFALO SPEEDWAY, SUITE 1100
HOUSTON, TEXAS 77098

817 STATE HOUSE, INC.
3700 BUFFALO SPEEDWAY, SUITE 1100
HOUSTON, TEXAS 77098

PLANNER, ENGINEER & SURVEYOR:
JACOBS ENGINEERING
2705 BEE CAVE RD., SUITE 300
AUSTIN, TEXAS 78746
PHONE: (512)314-3100
FAX: (512)314-3135

LINE	BEARING	DISTANCE
L1	S43°22'13"W	24.60'
L2	N52°50'19"W	20.12'
L3	N43°16'52"E	40.09'
L4	S46°34'57"E	39.94'

LOT SUMMARY	
LOT 1	1.953 ACRES
TOTAL AREA PLATTED	1.953 ACRES

LEGEND

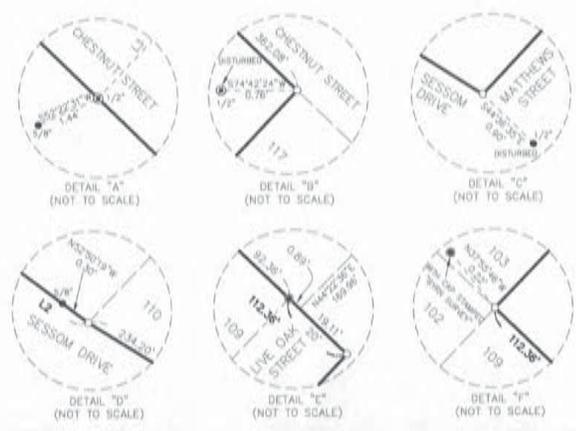
- IRON ROD FOUND (SIZE STATED)
- IRON ROD WITH CAP FOUND (AS NOTED)
- IRON ROD WITH CAP SET (STAMPED JACOBS PROP CNR)
- ⊕ IRON PIPE FOUND (SIZE STATED)
- ⊕ BENCHMARK
- D.R.H.C.T DEED RECORDS OF HAYS COUNTY, TEXAS
- P.R.H.C.T PLAT RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- R.P.R.H.C.T. REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING

BEARING BASIS:
ALL BEARINGS SHOWN ON PLAT ARE BASED ON THE TEXAS COORDINATE SYSTEM RAD83/80CORDS ADJUSTMENT SOUTH CENTRAL ZONE, BASED ON CITY OF SAN MARCOS HORIZONTAL CONTROL POINT GPS#23 HAVING HORIZONTAL GRID VALUES OF NORTHERN 13873618.27, EASTING 2310126.47. ALL DISTANCES SHOWN ON PLAT ARE SURFACE DISTANCES.
COMBINED SCALE FACTOR IS 0.9999883.

TEMPORARY BENCHMARK:
"SQUARE" CUT ON THE NORTHEAST CORNER OF A CURB INLET, ALONG THE SOUTHWEST PAVEMENT OF N. LBJ DRIVE, NEAR THE NORTHEAST LOT LINE OF LOT 113, THIRD DIVISION PARK ADDITION TO THE CITY OF SAN MARCOS TEXAS, APPROXIMATELY 363' SOUTHWEST OF THE EAST RIGHT-OF-WAY LINE OF LIVE OAK STREET AND 12' SOUTHWEST OF THE NORTHEAST LOT LINE OF LOT 113, THIRD DIVISION PARK ADDITION.
ELEVATION = 651.18

NOTES:
THE AFOREMENTIONED BENCHMARK WAS ESTABLISHED BY THE CITY OF SAN MARCOS BENCHMARK NO. 36, A 1" REBAR SET IN CONCRETE FILLED 6" PVC PIPE AT THE NORTHEAST CORNER OF LBJ AND SESSOM DRIVE @ EDGE OF SIDEWALK. ELEVATION = 630.74

0.203 ACRE PORTION OF LIVE OAK STREET RIGHT-OF-WAY WAS VACATED PER CITY OF SAN MARCOS ORDINANCE NO. 2012-03, RECORDED IN O.C. NO. 201212017950 O.P.R.H.C.T.



PROJECT: LOFTS OF SAN MARCOS
FINAL PLAT
JOB NUMBER: WJXK5401
DATE: JULY, 2013
SCALE: 1"=50'
SURVEYOR: DAVID PAUL CARR, RPLS NO. 3997
TECHNICIAN: B. WOLF
DRAWING:
DESCRIPTION: N/A
PARTY/CHIEF: C. DORSEY
FIELDBOOKS: 501

JACOBS
TBE REGISTRATION NO. 2066
2705 Bee Cave Road, Suite 300
Austin, Texas 78746
(512) 314-3100 Fax (512) 314-3135

STATE HOUSE
ADDITION

SHEET
1
OF
2
JACOBS PLAT No
WJXK5401

EXHIBIT C

PUBLIC EASEMENT IMPROVEMENTS

(attached)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

CITY OF SAN MARCOS DRAINAGE EASEMENT

Date: _____

Grantor: Ella Lofts Funding Company LLC, a Delaware limited liability company, 817 Chestnut, San Marcos, Hays County, Texas 78666

Grantee: City of San Marcos, Texas, a Texas municipal corporation, 630 East Hopkins Street, San Marcos, Hays County, Texas 78666

Easement Area: Being a 0.340 ACRE or 14,822 SQFT tract of land in the Thomas Jefferson Chambers Survey, Abstract No. 2 City of San Marcos, Hays County, Texas being a portion of Lot 1 of State House Addition, as further described by metes and bounds in the attached *Exhibit B*, which is incorporated herein for all intents and purposes.

Consideration: Ten dollars \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Reservations from and Exceptions to Conveyance and Warranty: None

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants and conveys to Grantee a non-exclusive easement (the "**Easement**") for storm water drainage purposes along, within, across, over and through the Easement Area, together with the right to construct, reconstruct, excavate, fill, grade and regrade, install, maintain and operate drainage ways, drainage channels and drainage and detention facilities, and all related equipment and appurtenances upon, across, over and within the Easement Area (collectively, the "**Drainage Improvements**"); together with a right of ingress and egress at all times upon and across the Easement Area for these purposes and for the purposes of clearing or removing any obstructions interfering with the purposes of this easement, TO HAVE AND TO HOLD the Easement to Grantee, its successors and assigns, forever. Grantor binds Grantor and Grantor's successors and assigns to forever defend Grantee and Grantee's successors and assigns title in the Easement against every person whomsoever lawfully claiming or to claim rights therein, except as to the Reservations from and Exceptions to Conveyance and Warranty.

The Grantor covenants for itself and its successors and assigns, not to place or maintain any building, structure, or any other obstruction on or within the Easement Area, or to use the surface of the Easement Area for any purpose that would interfere with or prevent the use of the Easement

Area for the purposes set forth herein without the consent of Grantee. Grantee shall have the right to remove any building, structure or other improvements in the Easement Area to which it has not consented, together with the right to cut, trim, and control the growth of trees and other vegetation in the Easement Area. Notwithstanding the foregoing or anything to the contrary herein, Grantor reserves the right to use the Easement Area for any purpose that is not inconsistent with or will not interfere with the rights and privileges granted to Grantee by this easement.

Grantee, at its sole cost, shall maintain, repair, replace, and service the Drainage Improvements in good condition and repair, ordinary wear and tear excepted, as reasonably necessary for the safe and efficient operation of the Drainage Improvements without damage to Grantor's retained rights of use of the Easement Area.

Each of Grantee and Grantor and their respective successors and assigns (each, an **Indemnifying Party**) shall indemnify and hold the other party and its successors, assigns, tenants and subtenants (each an **Indemnified Party**) harmless from and against any and all losses, damages, claims, liabilities and expenses, including without limitation reasonable attorneys fees and court costs (collectively **Losses**), incurred by the Indemnified Party and arising out of or in connection with (i) acts, omissions or work performed by the Indemnifying Party, its contractors, employees, agents, licensees, tenants, subtenants, licensees or invitees on the Indemnified Party's parcel, and (ii) the exercise of any rights under this Agreement by the Indemnifying Party, its contractors, employees, agents, tenants, subtenants, licensees or invitees, unless and to the extent such Losses were sustained as a result of any negligence or intentional misconduct of the Indemnified Party, its contractors, employees, agents, licensees, lessees or invitees. This paragraph shall apply to Grantee only to the extent permitted by law and subject to any immunity or limitations on liability granted by the Texas Constitution or laws.

If, as a result of the exercise of any easement rights created under this Agreement, a party shall damage or disturb the improvements of another party, the party causing such damage or disturbance shall, at its sole expense, promptly repair or restore the property of such other party to, as nearly as reasonably possible, the condition it existed immediately prior to such damage or disturbance.

This Agreement shall be governed in all respects by the laws of the State of Texas. Venue for any dispute arising under this Easement shall be in a state court having appropriate jurisdiction in Hays County, Texas or, if in federal court, the United States District Court for the Western District of Texas, Austin Division.

When the context requires, singular nouns and pronouns include the plural.

[signatures on following pages]

Ella Lofts Funding Company LLC,
a Delaware limited liability company

By: GSS Property Services XXV,
Inc. a Delaware corporation, its sole
member

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT FOR GRANTOR

STATE OF NEW YORK _____ §

COUNTY OF _____ §

On this the ___ day of June, 2020, before me, a Notary Public, personally appeared _____, who acknowledged [himself/hersel] to be the _____ of GSS Contract Property Services XXV, Inc. a Delaware corporation, the sole member of Ella Lofts Funding Company, LLC, a Delaware limited liability company, and that [he/she], in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

Notary Public

State of _____

My Commission Expires: _____

TO BE USED ON EXECUTED VERSION
(EASEMENT APPROVAL OF ENCROACHMENT)
SIGNED DRAFT
SIGNED DOCUMENT
SIGNED ENCROACHMENT)

CITY OF SAN MARCOS, TEXAS
a Texas municipal corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

This instrument was acknowledged before me on _____, 2020 by _____, _____ of the City of San Marcos, a Texas home rule municipality, in such capacity, on behalf of said municipality.

Notary Public, State of Texas

**DRAFT
SIGNED VERSION DOCUMENT
TO BE USED ON EXECUTED DOCUMENT
(EASEMENT WILL SIGNED
AFTER COUNCIL APPROVAL OF ENCROACHMENT)**

EXHIBIT A

~ NOT USED ~

DRAFT
TO BE USED ON EXECUTED DOCUMENT
(EASEMENT WILL SIGNED
AFTER COUNCIL APPROVAL OF ENCROACHMENT)

Exhibit B

Description of Easement Area

TO BE USED ON EXECUTED DOCUMENT
(EASEMENT WILL SIGNED
AFTER COUNCIL APPROVAL OF ENCROACHMENT)
DRAFT

**A METES AND BOUNDS
DESCRIPTION OF A
0.340 ACRE TRACT OF LAND**

BEING a 0.340 acre (14,822 square feet) tract of land situated in the Thomas Jefferson Chambers Survey, Abstract No. 2, City of San Marcos, Hays County, Texas; being a portion of Lot 1 of State House Addition, plat of which recorded in Volume 17, Pages 181-182 of the Plat Records of Hays County; and being more particularly described as follows:

COMMENCING at a PK nail with a washer found on the southwesterly right-of-way line of Chestnut Street (40 feet wide) marking the northern-most northeast corner of said Lot 1, same being the northern-most corner of a called 0.530 acre tract of land described in instrument to Aponte Investments LP recorded in Document No. 18039600 of the Official Public Records of Hays County;

THENCE, South 43°25'17" West, 170.54 feet, departing the southwesterly right-of-way line of said Chestnut Street and along the northwesterly line of said 0.530 acre tract to a 1/2-inch iron rod with a plastic cap found marking the western-most corner of said 0.530 acre tract for the **POINT OF BEGINNING** of the herein described tract;

THENCE, South 45°39'26" East, 115.19 feet, along the southwesterly line of said 0.530 acre tract to a 1/2-inch iron rod found marking the eastern-most southeast corner of said Lot 1 on the northerly right-of-way line of Sessom Drive (variable width);

THENCE, departing the southwesterly line of said 0.530 acre tract and along the northerly right-of-way line of said Sessom Drive, the following three (3) courses and distances:

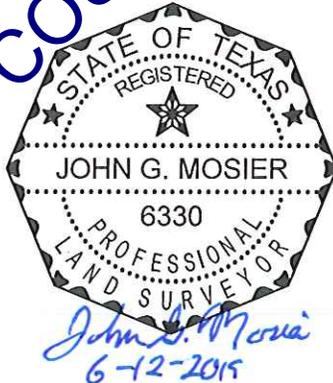
1. North South 43°56'14" West, 24.71 feet to a 1/2-inch iron rod with a plastic cap stamped (JACOBS PROP COR) found for corner;
2. North 57°53'40" West, 351.74 feet to a 1/2-inch iron rod found for corner;
3. North 52°47'30" West, 15.73 feet to a point for corner on the southeasterly line of a 25 foot Public Access, Drainage and Public Utility Easement recorded in aforesaid State House Addition; from which a 5/8-inch iron rod with a plastic cap stamped (JACOBS PROP COR) found marking the western-most southwest corner of said Lot 1 bears North 52°47'30" West, 4.21 feet;

THENCE, departing the northerly right-of-way line of said Sessom Drive and crossing said Lot 1, the following three (3) courses and distances:

1. North 44°22'36" East, 49.68 feet along the southeasterly line of said 25 foot Public Access, Drainage and Public Utility Easement to a point for corner;
2. South 54°18'54" East, 247.06 feet, departing said 25 foot Public Access, Drainage and Public Utility Easement to a point for corner;
3. North 43°10'20" East, 14.35 feet to the **POINT OF BEGINNING**, and containing 0.340 acre of land in Hays County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System, South Central Zone (FIPS 204) (NAD'83). All distances are on the Surface and shown in U.S. Survey Feet. To convert grid distances to grid, apply the combined Surface to Grid scale factor of 0.999882934. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

DRAFT
TO BE USED ON EXECUTED DOCUMENT
AFTER COUNCIL APPROVAL OF ENCROACHMENT

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com

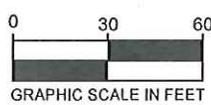
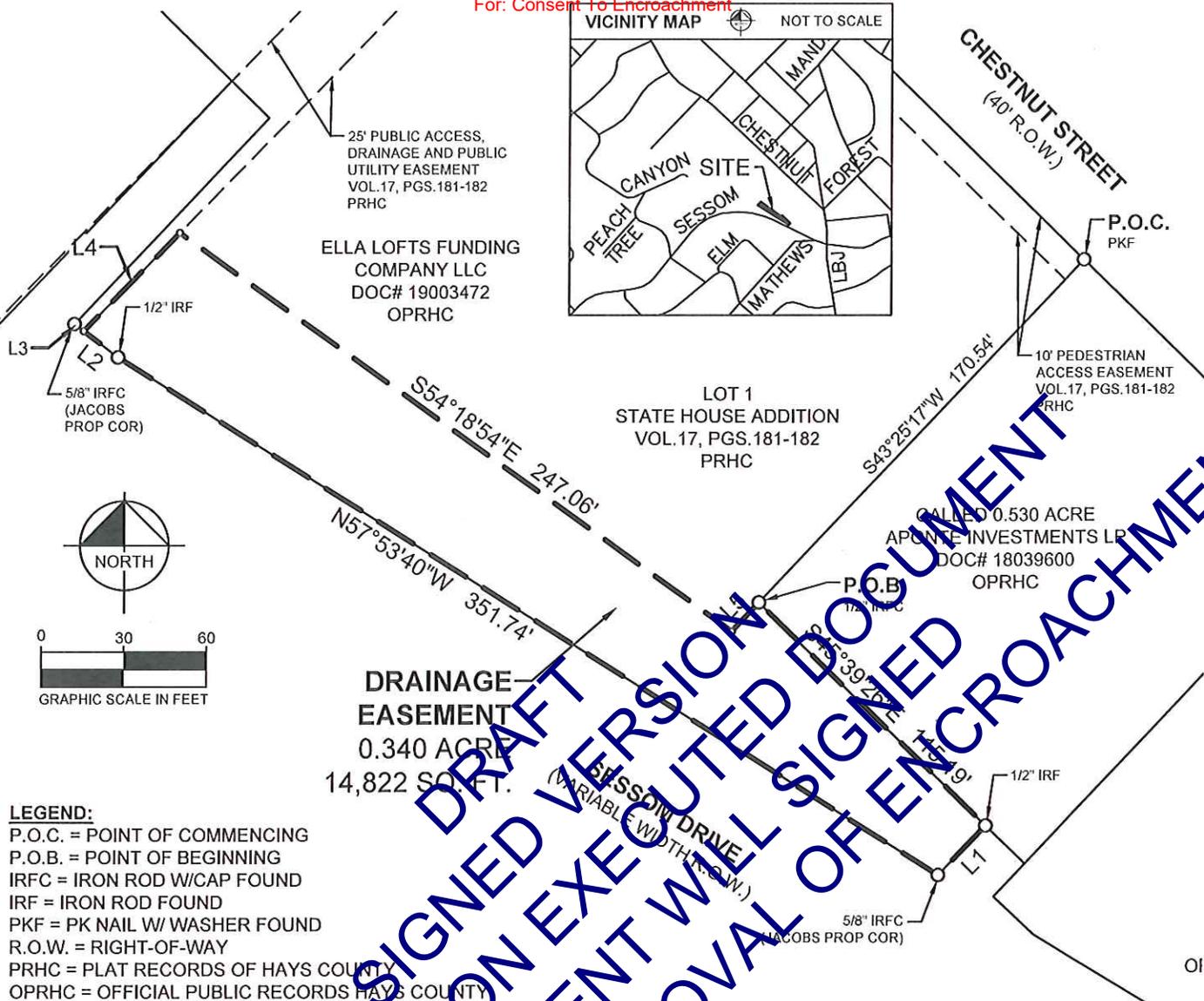
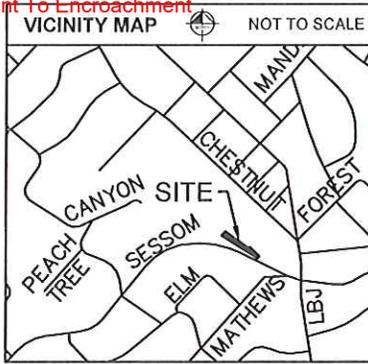


DRAINAGE EASEMENT
THOMAS JEFFERSON CHAMBERS SURVEY,
ABSTRACT NO. 2
CITY OF SAN MARCOS HAYS COUNTY, TEXAS

Kimley»Horn

601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
NA	APS	JGM	6/12/2019	069227309	1 OF 2



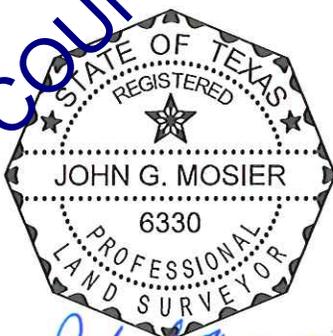
- LEGEND:**
 P.O.C. = POINT OF COMMENCING
 P.O.B. = POINT OF BEGINNING
 IRFC = IRON ROD W/CAP FOUND
 IRF = IRON ROD FOUND
 PKF = PK NAIL W/ WASHER FOUND
 R.O.W. = RIGHT-OF-WAY
 PRHC = PLAT RECORDS OF HAYS COUNTY
 OPRHC = OFFICIAL PUBLIC RECORDS HAYS COUNTY

NOTES:
 The bearings shown hereon are based on the Texas State Plane Coordinate System, South Central Zone (FIPS 4203) (NAD'83), as determined by the Global Positioning System (GPS). All distances shown hereon are on the SURFACE. To convert SURFACE distances to the GRID, apply the combined SURFACE to GRID scale factor of 0.999882934. The unit of linear measurement is U.S. Survey Feet.

LINE TABLE		
NO.	BEARING	LENGTH
L1	S43°56'14"W	24.71'
L2	N52°47'30"W	15.73'
L3	N52°47'30"W	4.21'
L4	N44°22'36"E	49.68'
L5	N43°10'20"E	14.35'

DRAFT VERSION NOT TO BE USED ON EXECUTED DOCUMENT
 AFTER COUNCIL APPROVAL OF ENCROACHMENT

JOHN G. MOSIER
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6330
 601 NW LOOP 410, SUITE 350
 SAN ANTONIO, TEXAS 78216
 PH. 210-541-9166
 greg.mosier@kimley-horn.com



John G. Mosier
6-12-2019

DRAINAGE EASEMENT
 THOMAS JEFFERSON CHAMBERS SURVEY,
 ABSTRACT NO. 2
 CITY OF SAN MARCOS HAYS COUNTY, TEXAS

Kimley»Horn

601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale 1" = 60'	Drawn by APS	Checked by JGM	Date 6/12/2019	Project No. 059227309	Sheet No. 2 OF 2
-------------------	-----------------	-------------------	-------------------	--------------------------	---------------------



Legislation Text

File #: Res. 2020-209R, **Version:** 1

AGENDA CAPTION:

Consider approval of Resolution 2020-209R, approving amendments to the original Interlocal Cooperation Agreement that established the Austin Regional Intelligence Center and the Interlocal Cooperation agreement for sustainment funding for the Austin Regional Intelligence Center, that enabled the Police Department and other regional law enforcement agencies to share information, which amendments add five new partner agencies to the agreements; authorizing the City Manager or his designee to execute these amendments on behalf of the City; and declaring an effective date.

Meeting date: October 7, 2020

Department: Police

Amount & Source of Funding

Funds Required: NA

Account Number: NA

Funds Available: NA

Account Name: NA

Fiscal Note:

Prior Council Action: Approved initial agreement and a second amendment previously adding other agencies.

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.
- Core Services
- Not Applicable

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

Choose an item.

Background Information:

The Austin City Council recently approved amendments to the Interlocal agreements that established and fund the Austin Regional Intelligence Center (ARIC) to add five new law enforcement agency or private entity partners to ARIC. In order to complete the process of including these new agencies as ARIC partners, it is required that the governing bodies of all current partners also approve these amendments. The San Marcos Police Department is one of the original member agencies of ARIC. The new entities that are being added are the City of Lakeway, Westlake, Bee Cave, and Elgin as well as the Hutto Independent School District.

As a member agency of ARIC, the San Marcos Police Department is able to share and utilize crime information at the regional level which improves the ability of the organization to detect and deter criminal behavior in San Marcos.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Staff recommends supporting Austin's amendments.

RESOLUTION NO. 2020-209R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING AMENDMENTS TO THE ORIGINAL INTERLOCAL COOPERATION AGREEMENT THAT ESTABLISHED THE AUSTIN REGIONAL INTELLIGENCE CENTER AND THE INTERLOCAL COOPERATION AGREEMENT FOR SUSTAINMENT FUNDING FOR THE AUSTIN REGIONAL INTELLIGENCE CENTER THAT ENABLED THE POLICE DEPARTMENT AND OTHER REGIONAL LAW ENFORCEMENT AGENCIES TO SHARE INFORMATION, WHICH AMENDMENTS ADD FIVE NEW PARTNER AGENCIES TO THE AGREEMENTS; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE 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 Amendment Three to Interlocal Cooperation Agreement for the Austin Regional Intelligence Center and Amendment Three to Interlocal Cooperation Agreement for Sustainment Funding for the Austin Regional Intelligence Center (the “Amendments”) are each approved.

PART 2. The City Manager, or his designee, 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 adoption.

ADOPTED on October 7, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk



AUSTIN REGIONAL INTELLIGENCE CENTER

www.arictexas.org | Phone (512)974-2742 |

aric@austintexas.gov

July 23, 2020

Chief Bob Klett
City of San Marcos Police Department
630 E. Hopkins
San Marcos, TX 78666

Re: Amendment to original interlocal agreement and sustainment funding interlocal agreement to add new partners to the Austin Regional Intelligence Center

Dear Chief Klett:

Please find enclosed two original copies each of amendments to the original interlocal agreement and sustainment funding interlocal agreement to add new partners to the Austin Regional Intelligence Center (ARIC).

On April 9, 2020, Austin City Council unanimously approved these amendments to the two interlocal agreements that govern the operations and funding of ARIC. Assistant City Manager Rey Arellano then signed two copies of each amendment for each current partner and the five agencies that are being brought in as partners via the amendments.

Please take all steps necessary to execute these amendments. Because the Interlocal Cooperation Act requires that the governing body of each agency that is a party to an interlocal agreement approve the agreement, it is possible that the San Marcos City Council must approve the amendments prior to signing by the appropriate city official.

Once signed, please mail all four originals to the Travis County Attorney's Office, care of Assistant County Attorney Barbara Wilson. An envelope addressed to Ms. Wilson is also enclosed for your convenience. Once Ms. Wilson has received signed amendments from all current and soon-to-be partners, the Travis County Commissioners Court will consider and approve the amendments, thereby finalizing the addition of the police departments of the City of Lakeway, the City of Westlake, the City of Bee Cave, the Hutto Independent School District, and the City of Elgin as ARIC partners. After the Travis County Judge has also signed all of the amendments, my office will mail one original of each amendment back to you.

If you have any questions, feel free to contact me at 512-974-8653.

Regards,

Lt. Michael Earley
ARIC Center Director
Austin Police Department

AMENDMENT THREE TO INTERLOCAL COOPERATION AGREEMENT
FOR THE
AUSTIN REGIONAL INTELLIGENCE CENTER (ARIC)

This Amendment Three to the Interlocal Cooperation Agreement for the Austin Regional Intelligence Center (ARIC) is made and entered by and between the following parties:

- City of Austin on behalf of its Police Department,
 - Austin Independent School District on behalf of its Police Department,
 - City of Georgetown on behalf of its Police Department,
 - Hays County through Hays County Sheriff's Office,
 - City of Pflugerville on behalf of its Police Department,
 - City of Round Rock on behalf of its Police Department,
 - City of San Marcos on behalf of its Police Department,
 - Travis County through Travis County Sheriff's Office,
 - University of Texas on behalf of its Police Department,
 - Williamson County through Williamson County Sheriff Office,
 - Austin Community College on behalf of its Police Department
 - Texas State University on behalf of its Police Department,
 - City of Cedar Park on behalf of its Police Department,
 - Pflugerville Independent School District on behalf of its Police Department,
 - City of Kyle through its Police Department, and
 - City of Buda on behalf of its Police Department.
 - City of Sunset Valley on behalf of its Police Department,
 - City of Manor on behalf of its Police Department,
 - City of Bastrop on behalf of its Police Department.
- (Collectively referred to as the "Current Partner Agencies" in this Amendment).

And

- The City of Lakeway on behalf of its Police Department
- The City of West Lake Hills on behalf of its Police Department
- The City of Bee Cave on behalf of its Police Department
- Hutto Independent School District on behalf of its Police Department

The City of Elgin on behalf of its Police Department
(Collectively referred to as the “New Partner Agencies” in this Amendment).

Collectively, the Current Partner Agencies and the New Partner Agencies are referred to as “Partner Agencies.”

RECITALS

ARIC is a collaborative effort of public safety agencies in Hays, Travis, Williamson, and Bastrop Counties. Partner Agencies work together to provide resources, expertise, and information to the ARIC. ARIC focuses on regional public safety data analysis. The mission of ARIC is to maximize the ability to detect, prevent, apprehend, and respond to criminal and terrorist activity.

During the summer and fall of 2010, each of the original 10 Partner Agencies’ governing bodies (“Original Partner Agencies”) approved an interlocal cooperation agreement that established and outlined the intent of the Original Partner Agencies to centralize efforts and co-locate certain intelligence operations (Original ARIC Agreement). Further, the Original ARIC Agreement established a framework for the organization of the ARIC. The Original ARIC Agreement set out a common understanding of the policies and procedures that the ARIC currently follows in providing criminal intelligence and coordination of law enforcement service to the citizens in the Austin Round Rock metropolitan area.

During the summer and fall of 2012, each of the Original Partner Agencies’ governing bodies approved a second Interlocal Cooperation Agreement that established a funding mechanism to sustain the operations of ARIC (ARIC Sustainment Funding Agreement).

Section XIII of the Original ARIC Agreement and section seven of the ARIC Sustainment Funding Agreement permit these agreements to be amended to add additional partner agencies. Upon approval of an amendment adding a new partner agency or agencies by the Partner Agencies’ governing bodies, each New Partner Agency must execute a Counterpart Original ARIC Agreement and a Counterpart ARIC Sustainment Funding Agreement.

The purpose of this Amendment Three to the Original ARIC Agreement is to add the New Partner Agencies to the Original ARIC Agreement.

Legal authority for amending and entering into these Agreements by the Current Partner Agencies and New Partner Agencies is found in the Interlocal Cooperation Act, Texas Government Code Chapter 791 and the Interagency Cooperation Act, Texas Government Code Chapter 771.

NOW, THEREFORE, the Current Partner Agencies agree to amend the Original ARIC Agreement, and the New Partner Agencies each agree to execute Counterpart Original ARIC Agreements and amend that agreement, as follows:

AMENDMENT TO ORIGINAL ARIC AGREEMENT

1.0 LIST OF PARTIES

The list of parties at the beginning of the Original ARIC Agreement is deleted and the following is substituted in its place:

This Interlocal Cooperation Agreement (the Agreement) is made and entered by and between City of Austin through its Police Department, Austin Independent School District through its Police Department, City of Georgetown through its Police Department, Hays County through its Sheriff's Office, City of Pflugerville through its Police Department, City of Round Rock through its Police Department, City of San Marcos through its Police Department, Travis County through its Sheriff's Office, University of Texas through its Police Department, Williamson County through its Sheriff's Office, Austin Community College through its Police Department, Texas State University through its Police Department, City of Cedar Park through its Police Department, Pflugerville Independent School District through its Police Department, City of Kyle through its Police Department, City of Buda through its Police Department, City of Sunset Valley through its Police Department, City of Manor through its Police Department, City of Bastrop through its Police Department, City of Lakeway through its Police Department, City of West Lake Hills through its Police Department, City of Bee Cave through its Police Department, Hutto Independent School District through its Police Department, and the City of Elgin through its Police Department.

2.0 XX NOTICE

Section XX (Notice) of the Original ARIC Agreement is amended by adding subsection G to read as follows:

G. Notices pursuant to this Interlocal Agreement after this amendment becomes effective, shall also be delivered or sent to:

City of Lakeway

City of West Lake Hills

City of Bee Cave

Hutto ISD

City of Elgin

3.0 EFFECTIVE DATE OF THIS AMENDMENT

This Amendment is effective when it has been approved by the governing body of each and every Partner Agency and executed by their authorized representatives.

CITY OF AUSTIN on behalf of its POLICE DEPARTMENT

By: _____

R. Sullivan
Assistant City Manager

Date: _____

06/03/2020

AUSTIN INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF GEORGETOWN on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

HAYS COUNTY on behalf of the HAYS COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

CITY OF ROUND ROCK on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF SAN MARCOS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

TRAVIS COUNTY on behalf of the TRAVIS COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

UNIVERSITY OF TEXAS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

WILLIAMSON COUNTY on behalf of WILLIAMSON COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

CITY OF PFLUGERVILLE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

AUSTIN COMMUNITY COLLEGE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

TEXAS STATE UNIVERSITY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF CEDAR PARK on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF KYLE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF BUDA on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF SUNSET VALLEY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF MANOR on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF BASTROP on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF LAKEWAY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF WEST LAKE HILLS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF BEE CAVE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

HUTTO INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF ELGIN on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

**AMENDMENT THREE TO INTERLOCAL COOPERATION AGREEMENT FOR
SUSTAINMENT FUNDING FOR THE
AUSTIN REGIONAL INTELLIGENCE CENTER (ARIC)**

This Amendment Three to the Interlocal Cooperation Agreement for Sustainment Funding for the Austin Regional Intelligence Center (ARIC) is made and entered by and between the following parties:

City of Austin on behalf of its Police Department,
Austin Independent School District on behalf of its Police Department,
City of Georgetown on behalf of its Police Department,
Hays County on behalf of its Sheriff's Office,
City of Pflugerville on behalf of its Police Department,
City of Round Rock on behalf of its Police Department,
City of San Marcos on behalf of its Police Department,
Travis County on behalf of its Sheriff's Office,
University of Texas on behalf of its Police Department, and
Williamson County on behalf of its Sheriff's Office.
Austin Community College on behalf of its Police Department,
Texas State University on behalf of its Police Department,
City of Cedar Park on behalf of its Police Department,
Pflugerville Independent School District on behalf of its Police Department,
City of Kyle on behalf of its Police Department, and
City of Buda on behalf of its Police Department.
City of Sunset Valley on behalf of its Police Department,
City of Manor on behalf of its Police Department,
City of Bastrop on behalf of its Police Department.
(Collectively referred to as the "Current Partner Agencies" in this Amendment)

And

City of Lakeway on behalf of its Police Department,
City of West Lake Hills on behalf of its Police Department,

City of Bee Cave on behalf of its Police Department,
Hutto Independent School District on behalf of its Police Department,
City of Elgin on behalf of its Police Department.
(Collectively referred to as the "New Partner Agencies" in this Amendment).

Collectively, the Current Partner Agencies and the New Partner Agencies are referred to as "Partner Agencies."

RECITALS

The ARIC is a collaborative effort of public safety agencies in Hays, Travis and Williamson Counties. Current Partner Agencies work together to provide resources, expertise, and information to the Center. ARIC focuses on regional public safety data analysis. The mission of ARIC is to maximize the ability to detect, prevent, apprehend, and respond to criminal and terrorist activity.

During the summer and fall of 2010, each of the original 10 Partner Agencies' governing bodies ("Original Partner Agencies") approved an interlocal cooperation agreement that established and outlined the intent of the Original Partner Agencies to centralize efforts and co-locate certain intelligence operations (Original ARIC Agreement). Further, the Original ARIC Agreement established a framework for the organization of the ARIC. The Original ARIC Agreement set out a common understanding of the policies and procedures that the ARIC currently follows in providing criminal intelligence and coordination of law enforcement service to the citizens in the Austin- Round Rock metropolitan area.

During the summer and fall of 2012, each of the Original Partner Agencies' governing bodies approved a second interlocal cooperation agreement that established a funding mechanism to sustain the operations of ARIC (ARIC Sustainment Funding Agreement).

Section XIII of the Original ARIC Agreement and section seven of the ARIC Sustainment Funding Agreement permit those agreements to be amended to add additional partner agencies. Upon approval of an amendment adding a new partner agency or agencies by the Partner Agencies' governing bodies, each New Partner Agency must execute a Counterpart

Original ARIC Agreement and a Counterpart ARIC Sustainment Funding Agreement.

The purpose of this Amendment Three to the ARIC Sustainment Funding Agreement is to add the New Partner Agencies to the ARIC Sustainment Funding Agreement.

Legal authority for amending and entering into these agreements by the Current Partner Agencies and New Partner Agencies is found in the Interlocal Cooperation Act, Texas Government Code Chapter 791 and the Interagency Cooperation Act, Texas Government Code Chapter 771.

NOW, THEREFORE, the Current Partner Agencies agree to amend the ARIC Sustainment Funding Agreement, and the New Partner Agencies each agree to execute Counterpart ARIC Sustainment Funding Agreements and amend that agreement as follows:

AMENDMENT TO ARIC SUSTAINMENT FUNDING AGREEMENT

1.0 LIST OF PARTIES

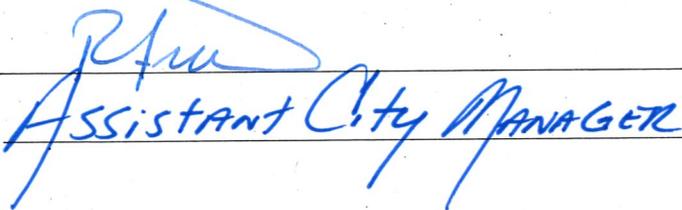
The list of parties at the beginning of the ARIC Sustainment Funding Agreement is deleted and the following is substituted in its place:

This Interlocal Cooperation Agreement (the Agreement) is made and entered by and between City of Austin through its Police Department, Austin Independent School District through its Police Department, City of Georgetown through its Police Department, Hays County through its Sheriff's Office, City of Pflugerville through its Police Department, City of Round Rock through its Police Department, City of San Marcos through its Police Department, Travis County through its Sheriff's Office, University of Texas through its Police Department, Williamson County through its Sheriff's Office, Austin Community College through its Police Department, Texas State University through its Police Department, City of Cedar Park through its Police Department, Pflugerville Independent School District through its Police Department, City of Kyle through its Police Department, City of Buda through its Police Department, City of Sunset Valley through its Police Department, City of Manor through its Police Department, City of Bastrop through its Police Department, City of Lakeway through its Police Department, City of West Lake Hills through its Police Department, City of Bee Cave through its Police Department, Hutto Independent School District through its Police Department, and the City of Elgin through its Police Department.

2.0 EFFECTIVE DATE OF THIS AMENDMENT.

This Amendment is effective when it has been approved by the governing body of each and every Partner Agency and executed by their authorized representatives.

CITY OF AUSTIN on behalf of its POLICE DEPARTMENT

By:  Date: 06/03/2020
ASSISTANT CITY MANAGER

AUSTIN INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF GEORGETOWN on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

HAYS COUNTY on behalf of the HAYS COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

CITY OF ROUND ROCK on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF SAN MARCOS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

TRAVIS COUNTY on behalf of the TRAVIS COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

UNIVERSITY OF TEXAS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

WILLIAMSON COUNTY on behalf of WILLIAMSON COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

CITY OF PFLUGERVILLE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

AUSTIN COMMUNITY COLLEGE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

TEXAS STATE UNIVERSITY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF CEDAR PARK on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF KYLE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF BUDA on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF SUNSET VALLEY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF MANOR on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF BASTROP on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF LAKEWAY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF WEST LAKE HILLS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF BEE CAVE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

HUTTO INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF ELGIN on behalf of its POLICE DEPARTMENT

By: _____ Date: _____



Legislation Text

File #: Res. 2020-210R, **Version:** 1

AGENDA CAPTION:

Consider approval of Resolution 2020-210R, approving an Airport Facility Lease Agreement for Commercial Use for Airport property located at 1747 Airport Drive with Surveying and Mapping, LLC for an initial five-year term in the total amount of \$203,680.00 in revenue to the City in response to Request for Proposals No. 220-141; authorizing the City Manager or his designee to execute the lease on behalf of the City; and declaring an effective date.

Meeting date: October 7, 2020

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

Amount & Source of Funding

Funds Required: N/A (revenue)

Account Number: Click or tap here to enter text.

Funds Available: Click or tap here to enter text.

Account Name: Click or tap here to enter text.

Fiscal Note:

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

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

Choose an item.

Choose an item.

Choose an item.

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

Economic Development - Choose an item.

Environment & Resource Protection - Choose an item.

Land Use - Choose an item.

Neighborhoods & Housing - Choose an item.

Parks, Public Spaces & Facilities - Choose an item.

- Transportation - Choose an item.
- Core Services
- Not Applicable

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

Choose an item.

ackground Information:

The City of San Marcos received one (1) proposal in response to Request for Proposals 220-141 for Lease of Hangar at San Marcos Regional Airport. An evaluation comprised of City staff and the City's airport management contractor, Texas Aviation Partners, evaluated the proposal submitted by Surveying and Mapping, LLC (SAM, LLC), located in Austin, Texas, and has determined the proposal to be in the best interest of the City. The City therefore recommends award of a revenue contract to Surveying and Mapping, LLC, in the amount of \$6.70 per square foot, for an annual contract amount of \$40,736 for 6,080 square feet. As the initial term of the contract is five (5) years, the total contract amount for the five (5) year term will result in approximately \$203,680 in revenue to the City.

SAM, LLC, will utilize the hangar space to store aircraft, aircraft related supplies and equipment; provide a daily workspace for its flight crews; provide storage for aerial sensors; and store and maintain mobile LiDAR units. A portion of the space would be used for storage and maintenance of its UAS fleet, which consists of several heavy lift helicopters with the UAS team also occupying a portion of the office space.

SAM, LLC, plans to make improvements to the hangar by enlarging the office space, installing additional work benches, painting the hangar floor, installing a large ceiling fan, and painting the hangar exterior. All improvements will be coordinated with the City.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

The City recommends award of a revenue contract for Lease of Hangar at San Marcos Regional Airport to Surveying and Mapping, LLC (SAM, LLC), in the amount of \$203,680 for an initial five (5) year term.

RESOLUTION NO. 2020-210R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING AN AIRPORT FACILITY LEASE AGREEMENT FOR COMMERCIAL USE FOR AIRPORT PROPERTY LOCATED AT 1747 AIRPORT DRIVE WITH SURVEYING AND MAPPING, LLC FOR AN INITIAL FIVE-YEAR TERM IN THE TOTAL AMOUNT OF \$203,680.00 IN REVENUE TO THE CITY IN RESPONSE TO REQUEST FOR PROPOSALS NO. 220-141; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE LEASE 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 Airport Facility Lease Agreement for Commercial Use for property located at 1747 Airport Drive with Surveying and Mapping, LLC for an initial five-year term in the total amount of \$203,680.00 in revenue to the City in response to Request for Proposals No. 220-141 is approved.

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

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

ADOPTED on October 7, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk



PROPOSAL SUBMITTAL LOG

Lease of Hangar at the San Marcos Regional Airport

#220-141

August 20, 2020 – 2:00 p.m., Local Time

PROPONENT NAME
<i>Surveying and Mapping LLC, Austin, TX</i>

Recorded by: *Lynda Williams*

Witnessed by: *Stewart Baker*



RECOMMENDATION MEMO

TO: Lynda Williams, Purchasing Manager
FROM: Evaluation Committee Members
DATE: AUGUST 25, 2020
RE: Lease of Hangar at San Marcos Regional Airport, #220-141

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

By my signature concurrence below, Surveying and Mapping, LLC, of Austin, Texas, provides the best value based on the relative important of price, experience, and all other evaluated factors. The Evaluation Committee elects to forgo the interview process and subsequently recommends award to the top-ranked vendor.



Legislation Text

File #: Res. 2020-211R, **Version:** 1

AGENDA CAPTION:

Consider approval of Resolution 2020-211R, approving a Lease of Airport Property for Agricultural Use with Curby D. Ohnheiser at the San Marcos Regional Airport for an initial three-year term with authorization for an additional three-year term in the total annual amount of \$64,474.32 of revenue to the City in response to Request for Proposals No. 220-140; authorizing the City Manager or his designee to execute the Lease Agreement on behalf of the City; and declaring an effective date.

Meeting date: October 7, 2020

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

Amount & Source of Funding

Funds Required: N/A (revenue)

Account Number: Click or tap here to enter text.

Funds Available: Click or tap here to enter text.

Account Name: Click or tap here to enter text.

Fiscal Note:

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

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

N/A

Choose an item.

Choose an item.

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

Economic Development - Choose an item.

Environment & Resource Protection - Choose an item.

Land Use - Choose an item.

Neighborhoods & Housing - Choose an item.

Parks, Public Spaces & Facilities - Choose an item.

- Transportation - Choose an item.
- Core Services
- Not Applicable

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

Choose an item.

Background Information:

The City of San Marcos received one (1) proposal in response to Request for Proposal 220-140 for Lease of Land for Agricultural Use at San Marcos Regional Airport. An evaluation comprised of City staff and the City's airport management contractor, Texas Aviation Partners, evaluated the proposal submitted by Mr. Curby Ohnheiser located in San Marcos, Texas, and has determined the proposal to be in the best interest of the City. The City therefore recommends award of a revenue contract to Mr. Curby Ohnheiser in the amount of \$64.61 per acre, for an annual contract amount of \$64,474.32 for 997.9 acres. The initial term of the lease is three (3) years with an option to renew for an additional three year term.

Mr. Ohnheiser has leased this land for a number of years and is familiar with all safety procedures and FAA requirements in order to safely operate within the restricted areas of the San Marcos Regional Airport. The proposed cropping schedule involves corn planted outside the runway system with wheat and sorghum planted within the runway system as the two crops are less than thirty-eight inches (38") in height and will not obscure visibility.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

The City recommends award of a revenue contract for Lease of Land for Agricultural Use at San Marcos Regional Airport to Mr. Curby Ohnheiser in the total amount of \$322,271.60 for an initial five (5) year term.

RESOLUTION NO. 2020-211R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A LEASE OF AIRPORT PROPERTY FOR AGRICULTURAL USE WITH CURBY D. OHNHEISER AT THE SAN MARCOS REGIONAL AIRPORT FOR AN INITIAL THREE-YEAR TERM WITH AUTHORIZATION FOR AN ADDITIONAL THREE-YEAR TERM IN THE TOTAL ANNUAL AMOUNT OF \$64,474.32 OF REVENUE TO THE CITY IN RESPONSE TO REQUEST FOR PROPOSALS NO. 220-140; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE LEASE 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 Lease of Airport Property for Agricultural Use at the San Marcos Regional Airport for an initial three-year term with authorization for an additional three-year term in the annual total amount of \$64,474.32 of revenue to the City in response to Request for Proposals No. 220-140 is approved.

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

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

ADOPTED on October 7, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk



PROPOSAL SUBMITTAL LOG

Lease of Land for Agricultural Use at San Marcos Regional Airport

#220-140

August 20, 2020 – 2:00 p.m., Local Time

PROPONENT NAME
<i>by Ker Cursey Ohnheiser, San Marcos, Texas</i>

Recorded by: *Lynda Williams*

Witnessed by: *[Signature]*



RECOMMENDATION MEMO

TO: Lynda Williams, Purchasing Manager
FROM: Evaluation Committee Members
DATE: AUGUST 25, 2020
RE: Lease of Land for Agricultural Use at San Marcos Regional Airport, #220-140

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

By my signature concurrence below, Curby Don Ohnheiser of San Marcos, Texas, provides the best value based on the relative important of price, experience, and all other evaluated factors. The Evaluation Committee elects to forgo the interview process and subsequently recommends award to the top-ranked vendor.



Legislation Text

File #: Res. 2020-212R, **Version:** 1

AGENDA CAPTION:

Consider approval of Resolution 2020-212R, approving an agreement with Envirosight, LLC. through the Texas BuyBoard Purchasing Cooperative for sewer inspection vehicle and equipment in the estimated amount of \$72,222.00; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.

Meeting date: September 15, 2020

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

Amount & Source of Funding

Funds Required: \$72,222.00

Account Number: 22006331-60130 \$72,222.00

Funds Available: [Click or tap here to enter text.](#)

Account Name: [Click or tap here to enter text.](#)

Fiscal Note:

Prior Council Action: [Click or tap here to enter text.](#)

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

Choose an item.

Choose an item.

Choose an item.

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

- Economic Development - Choose an item.
- Environment & Resource Protection - Choose an item.
- Land Use - Choose an item.
- Neighborhoods & Housing - Choose an item.
- Parks, Public Spaces & Facilities - Choose an item.
- Transportation - Choose an item.

- Core Services
- Not Applicable

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

Choose an item.

Background Information:

The City of San Marcos is authorized by the Local Government Code, Chapter 271, to participate in cooperative purchasing programs. The (“BuyBoard”) Cooperative Purchasing has awarded contract #593-19 for sewer inspection vehicle and equipment to Envirosight, LLC.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Staff recommends a contract with Envirosight, LLC. for the amount of \$72,222.00.

RESOLUTION NO. 2020-212R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING AN AGREEMENT WITH ENVIROSIGHT, LLC THROUGH THE TEXAS BUYBOARD PURCHASING COOPERATIVE (CONTRACT NO. 593-19) FOR SEWER INSPECTION VEHICLE AND EQUIPMENT IN THE ESTIMATED AMOUNT OF \$72,222.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. An agreement with Envirosight, LLC through the Texas BuyBoard Purchasing Cooperative (Contract No. 593-19) for sewer inspection sewer inspection vehicle and equipment in the estimated amount of \$72,222.00 is approved.

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

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

ADOPTED on October 7, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk



Legislation Text

File #: Res. 2020-213R, **Version:** 1

AGENDA CAPTION:

Consider approval of Resolution 2020-213R, approving an agreement with Milsoft Utility Solutions, Inc. for an Outage Management System for use by the Public Services Department to include, among other services, software and technical support for an initial five-year term in the estimated annual amount of \$235,000.00 and authorizing five optional one-year terms for a total contract term of ten years; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.

Meeting date: October 7, 2020

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

Amount & Source of Funding

Funds Required: \$235,000

Account Number: 21006316.52230

Funds Available: [Click or tap here to enter text.](#)

Account Name: Electrical Fund, Administration, Professional Services

Fiscal Note:

Prior Council Action: Approval of capital outlay request FY19

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

Sustainability

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.

Core Services

Not Applicable

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

San Marcos Electric Utility Master Plan

Background Information:

The City of San Marcos received four (4) proposals in response to RFP 220-005 for Outage Management System (OMS). A City-staff evaluation team comprised of subject matter experts evaluated each proposal and selected Milsoft Utility Solutions, Inc., located in Abilene, Texas, as the most qualified to perform the services.

The City currently has an “OMS Lite” which serves some very basic needs in providing outage information, but it does not perform to the extent the City would like. The City recognizes the need for growth and improvement in the areas of manager-worker communication and efficiency throughout an outage and getting near real-time information to the public during outages. The City would like to enhance its public information outreach by providing maps and notifications to affected customers instead of relying heavily upon customers calling in to determine the locations of outages. The Outage Management System to be provided by Milsoft Utility Solutions, Inc., as a result of this solicitation will help the City meet those needs.

The contract will be valid for an initial five (5) year contract with an option to extend for five (5) additional one (1) year periods, for a maximum contract term of ten (10) years. The cost of the initial five (5) year term is approximately \$198,500 and includes the following:

- Total Software Costs (\$66,000)
- System Engineering Services (\$37,500)
- On-site Support Services (\$10,000)
- Technical Support and Software Upgrade - Year 1 through Year 5 (\$71,500)

Additional options are available to the City as requested on a cost-per-option basis. The City requests approval of an amount not to exceed \$235,000 for the initial five (5) year term to allow for any options to enhance the City’s services to its customers.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

The City recommends award of a contract for Outage Management System to Milsoft Utility Solutions, Inc., in the not-to-exceed amount of \$235,000 for an initial five (5) year term.

RESOLUTION NO. 2020-213R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING AN AGREEMENT WITH MILSOFT UTILITY SOLUTIONS, INC. FOR AN OUTAGE MANAGEMENT SYSTEM FOR USE BY THE PUBLIC SERVICES DEPARTMENT TO INCLUDE, AMONG OTHER SERVICES, SOFTWARE AND TECHNICAL SUPPORT FOR AN INITIAL FIVE-YEAR TERM IN THE ESTIMATED ANNUAL AMOUNT OF \$235,000.00 AND AUTHORIZING FIVE OPTIONAL ONE-YEAR TERMS FOR A TOTAL CONTRACT TERM OF TEN YEARS; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The Agreement with Milsoft Utility Solutions, Inc. for an Outage Management System for use by the Public Services Department to include, among other services, software and technical support for an initial five-year term in the estimated annual amount of \$235,000.00 and authorizing five optional one-year terms for a total contract term of ten years is approved.

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

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

ADOPTED on October 7, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk



PROPOSAL SUBMITTAL LOG

Outage Management System (OMS)

RFP 220-005

June 25, 2020 – 2:00 p.m., Local Time

PROPONENT NAME	
Utilis smart Corporation	Wellington, CO
Microsoft Utility Solutions, Inc	Abilene, TX
Survallent	Brampton, Ont, Can.
Data voice	McKinney, Texas

Recorded by: Lynda Williams

Witnessed by: Samuel Bradsh



RECOMMENDATION MEMO

TO: Lynda Williams, Purchasing Manager
FROM: Evaluation Committee Members
DATE: JULY 24, 2020
RE: Outage Management System (OMS), RFP 220-005

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

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



Legislation Text

File #: Res. 2020-214R, **Version:** 1

AGENDA CAPTION:

Consider approval of Resolution 2020-214R, opposing the relocation of retail services provided by the San Marcos Main Post Office from 210 South Stagecoach Trail to 900 Bugg Lane, San Marcos, Texas; and providing an effective date.

Meeting date: October 7, 2020

Department: City Manager - on behalf of Council Member Mihalkanin/Rockeymoore

Amount & Source of Funding

Funds Required: [Click or tap here to enter text.](#)

Account Number: [Click or tap here to enter text.](#)

Funds Available: [Click or tap here to enter text.](#)

Account Name: [Click or tap here to enter text.](#)

Fiscal Note:

Prior Council Action: [Click or tap here to enter text.](#)

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

Choose an item.

Choose an item.

Choose an item.

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

Economic Development - Choose an item.

Environment & Resource Protection - Choose an item.

Land Use - Choose an item.

Neighborhoods & Housing - Choose an item.

Parks, Public Spaces & Facilities - Choose an item.

Transportation - Choose an item.

Core Services

Not Applicable

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

Choose an item.

Background Information:

The United States Postal Service has announced the new location for their retail sales office at 900 Bugg Lane, Suite 110A. The current location at 210 South Stagecoach Trail in San Marcos, Texas will be converted for carrier operations, while the Bugg Lane location will focus on retail sales.

The citizens of the City of San Marcos have expressed strong concerns and opposition to the new location due to the many negative features associated with this location. This intersection is the busiest intersection in the City of San Marcos, as it experiences a high flow of traffic, especially large trucks, exiting Interstate Highway 35, following the service road, and merging onto State Highway 80 enroute to State Highway 130, and State Highway 71. Also, the new location is within a retail strip center with a shared parking lot, which has experienced significant flooding in past years.

The City of San Marcos has strong interest in providing a safer and more convenient location for citizens to access. The City of San Marcos requests immediate action by all members of both houses of the Texas Legislature to provide a safer location for the citizens of the City of San Marcos.

Council Committee, Board/Commission Action:

Council Discussion item 09/15/2020.

Alternatives:

Click or tap here to enter text.

Recommendation:

Click or tap here to enter text.

RESOLUTION NO. 2020- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS OPPOSING THE RELOCATION OF RETAIL SERVICES PROVIDED BY THE SAN MARCOS MAIN POST OFFICE FROM 210 SOUTH STAGECOACH TRAIL TO 900 BUGG LANE, SAN MARCOS, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

1. The United States Postal Service has announced the relocation of retail services provided by the San Marcos Main Post Office to 900 Bugg Lane, Suite 110A. The current San Marcos Main Post Office at 210 South Stagecoach Trail will be converted for carrier operations, while the Bugg Lane location will focus on retail services to the public.

2. The City of San Marcos offered to assist the United States Postal Service in finding a new location for such retail services, when first notified of the change in October 2018. The City of San Marcos suggested numerous locations throughout San Marcos to assist in the selection of a convenient and safe location for the community.

3. The City of San Marcos sent a second letter on February 28, 2019 requesting details about proposed locations. The United States Postal Service notified the city on March 21, 2019 of a final decision to relocate retail services to leased space at 900 Bugg Lane, Suite 110A.

4. The citizens of the City of San Marcos have expressed strong concerns and opposition to the new location due to the difficulty with access to this location.

5. The new facility is located adjacent to the busiest intersection in the City of San Marcos, as it experiences a high flow of traffic, especially large trucks, exiting Interstate Highway 35, following the service road, and merging onto State Highway 80 en route to State Highway 130, and State Highway 71.

6. The new location is also within a retail strip center with a shared parking lot, which has experienced significant flooding in past years.

7. For these reasons, the City of San Marcos has a strong interest in seeing that retail services presently provided at the San Marcos Main Post Office be relocated to a location that is safer and more convenient for citizens to access than 900 Bugg Lane.

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

PART 1. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as finding of fact.

PART 2. On behalf of the interests of its citizens, the City Council of the City of San Marcos opposes the relocation of retail services from the San Marcos Main Post Office to 900 Bugg Lane for the reasons stated in the recitals set forth in this resolution.

PART 3. The City of San Marcos requests immediate action by the United States Postal Service, the Postmaster General, and both houses of the United States Congress to relocate or facilitate the relocation of United States Postal Service retail services in San Marcos to a location other than 900 Bugg Lane that is safer and more convenient for the citizens of the City of San Marcos to access.

PART 4. This resolution shall be in full force and effect immediately from and after its passage.

ADOPTED on October 7, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk



Legislation Text

File #: Res. 2020-215R, **Version:** 1

AGENDA CAPTION:

Consider approval of Resolution 2020-215R, revising the composition of the Finance and Audit Committee to limit the staff members of the committee to the City Manager, Assistant City Managers, and the Finance Director, and providing that the Council Members on the committee will be the Mayor, Mayor Pro-Tem, Deputy Mayor Pro-Tem or another City Council Member appointed by the City Council if there is no Deputy Mayor Pro-Tem; clarifying that the role of the committee includes audit processes; and declaring an effective date.

Meeting date: October 7, 2020

Department: Finance

Amount & Source of Funding

Funds Required: 0

Account Number: N/A

Funds Available: N/A

Account Name: N/A

Fiscal Note:

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

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

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.

Core Services

Not Applicable

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

Choose an item.

Background Information:

The Federal Government is currently auditing the city's processes under our CDBG-MIT grant. They discovered that our 2018 Resolution was outdated as to membership and recommended the City be more intentional about the audit functions of the Committee.

We are recommending the following Resolution. This Resolution removes the Chief of Staff as a voting member as we no longer have that position. It also states the Mayor and Mayor Pro-Tem are permanent voting positions. Further, the Council members should approve the third voting member.

The Resolution also defines the audit function of the Committee. The Committee has been doing this role for many years. We simply did not have the intention well defined in the Resolution.

The Finance and Audit Committee members unanimously approved the Resolution at their September 18, 2020 meeting.

Council Committee, Board/Commission Action:

Entire Council must vote on the Resolution.

Alternatives:

Click or tap here to enter text.

Recommendation:

Recommend approval of the attached Resolution.

RESOLUTION NO. 2020-214R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS REVISING THE COMPOSITION OF THE FINANCE AND AUDIT COMMITTEE TO LIMIT THE STAFF MEMBERS OF THE COMMITTEE TO THE CITY MANAGER ASSISTANT CITY MANAGERS, **THE DIRECTOR OF PUBLIC SAFETY, AND THE FINANCE DIRECTOR, **ADDING THE CITY ATTORNEY AS AN EX-OFFICIO MEMBER**, AND PROVIDING THAT THE CITY COUNCIL MEMBERS ON THE COMMITTEE WILL BE THE MAYOR, MAYOR PRO-TEM, DEPUTY MAYOR PRO-TEM, OR ANOTHER CITY COUNCIL MEMBER APPOINTED BY THE CITY COUNCIL, IF THERE IS NO DEPUTY MAYOR PRO-TEM; CLARIFYING THAT THE ROLE OF THE COMMITTEE INCLUDES AUDIT PROCESSES; AND DECLARING AN EFFECTIVE DATE.**

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

PART 1. The previously established Finance and Audit Committee's composition is revised as follows: The Mayor, Mayor Pro-Tem, Deputy Mayor Pro-Tem, or **another member of the Council, appointed by the Council, if there is no Deputy Mayor Pro-Tem**, the City Manager, all Assistant City Managers, **the Director of Public Safety**, ~~the Chief of Staff~~, and the Finance Director shall be voting members of the Finance and Audit Committee. **The City Attorney shall be an ex-officio member of the Committee.**

PART 2. The Finance and Audit Committee shall provide oversight in matters pertaining to the finances of the City of San Marcos, Texas including but not limited to **all audit processes that involve the City's financial operations**, budget development process, design and implementation of utility rates, and review of financial policies.

PART 3. The Finance and Audit Committee will review and approve or disapprove a board or commissions' requested amendment to the Council approved Standard Bylaws.

PART 4. This resolution shall be in full force and effect from and after its passage.

ADOPTED on October 7, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook

Interim City Clerk

RESOLUTION NO. 2020-215R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS REVISING THE COMPOSITION OF THE FINANCE AND AUDIT COMMITTEE TO LIMIT THE STAFF MEMBERS OF THE COMMITTEE TO THE CITY MANAGER, ASSISTANT CITY MANAGERS, THE DIRECTOR OF PUBLIC SAFETY, AND THE FINANCE DIRECTOR, AND ADDING THE CITY ATTORNEY AS AN EX-OFFICIO MEMBER, AND PROVIDING THAT THE CITY COUNCIL MEMBERS ON THE COMMITTEE WILL BE THE MAYOR, MAYOR PRO-TEM, DEPUTY MAYOR PRO-TEM, OR ANOTHER CITY COUNCIL MEMBER APPOINTED BY THE CITY COUNCIL, IF THERE IS NO DEPUTY MAYOR PRO-TEM; CLARIFYING THAT THE ROLE OF THE COMMITTEE INCLUDES AUDIT PROCESSES; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The previously established Finance and Audit Committee's composition is revised as follows: The Mayor, Mayor Pro-Tem, Deputy Mayor Pro-Tem, or another member of the Council, appointed by the Council, if there is no Deputy Mayor Pro-Tem, the City Manager, all Assistant City Managers, the Director of Public Safety, ~~the Chief of Staff~~, and the Finance Director shall be voting members of the Finance and Audit Committee. The City Attorney shall be an ex-officio member of the Committee.

PART 2. The Finance and Audit Committee shall provide oversight in matters pertaining to the finances of the City of San Marcos, Texas including but not limited to all audit processes that involve the City's financial operations, budget development process, design and implementation of utility rates, and review of financial policies.

PART 3. The Finance and Audit Committee will review and approve or disapprove a board or commissions' requested amendment to the Council approved Standard Bylaws.

PART 4. This resolution shall be in full force and effect from and after its passage.

ADOPTED on October 7, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk



Legislation Text

File #: Res. 2020-216R, **Version:** 1

AGENDA CAPTION:

Consider approval of Resolution 2020-216R, approving a Change in Service to the agreement with Texas Disposal Systems, Inc. for collection and disposal of solid waste and recyclable materials to extend the agreement for five years at an estimated annual increase of \$400,000.00; authorizing the City Manager or his designee to execute the Change in Service on behalf of the City; and declaring an effective date.

Meeting date: October 7, 2020

Department: Neighborhood Enhancement, Greg Carr, Director (by Lynda Williams, Purchasing Manager)

Amount & Source of Funding

Funds Required: \$22,799,478 (over 5 years)

Account Number: 24006350.52285, 10001280.52255, 21006322.52255, 22006335.52255

Funds Available: FY 2020 Budget

Account Name: [Click or tap here to enter text.](#)

Fiscal Note:

Prior Council Action: **Special Meeting to discussion on September 29th.** Res. 2008-076R: Contract Award; Res. 2013-152: Amendment to the Agreement; Res. 2015-104R: Amendment to the Agreement; Res. 2016-145R: Amendment to the Agreement

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

Sustainability

[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 - Pro-active policies that encourage recycling, resource, and energy efficiency

Land Use - [Choose an item.](#)

- Neighborhoods & Housing - Choose an item.
- Parks, Public Spaces & Facilities - Choose an item.
- Transportation - Choose an item.
- Core Services
- Not Applicable

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

Solid Waste Master Plan

Background Information:

Texas Disposal Systems has provided residential and city facility garbage service since 2003. In 2009, curbside single-stream recycling service was added. In 2010, multifamily single-stream recycling service was added. In 2015, curbside green waste services were added. In 2015, the annual contractual rate increase was changed to a fixed 3% from a variable Consumer Price Index.

This request is for the final extension to the contract for an additional five-year term or through September 2025 and for Council approval for the associated estimated annual increases of 3% or approximately \$400,000 for the next five-years.

Going forward and near the end of the existing contract term, staff recommends issuing a solicitation on the open market to provide competitive opportunities to qualified disposal and recycle businesses for the purpose of entering into a new agreement.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Approve the renewal with Texas Disposal Systems (Contract No. 215-221) for a total estimated annual amount of \$4,560,000.

RESOLUTION NO. 2020-216R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A CHANGE IN SERVICE TO THE AGREEMENT WITH TEXAS DISPOSAL SYSTEMS, INC. FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLABLE MATERIALS (CONTRACT NO. 215-221) TO EXTEND THE AGREEMENT FOR FIVE YEARS AT AN ESTIMATED ANNUAL INCREASE OF \$400,000.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE APPROPRIATE DOCUMENTS TO IMPLEMENT THE CHANGE IN SERVICE; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. A Change in Service to the agreement with Texas Disposal Systems, Inc. for the collection and disposal of solid waste and recyclable materials (Contract No. 215-221) to extend the agreement for five years at an estimated annual increase of \$400,000.00 is approved.

PART 2. The City Manager or his designee is authorized to execute the appropriate documents to implement the Change in Service.

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

ADOPTED on September 15, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

EXHIBIT B
AUTHORIZATION OF CHANGE IN SERVICE

CONTRACT NUMBER / CONTRACT NAME:	215-221.A Collection & Disposal of Solid Waste	
CITY REPRESENTATIVE:	Amy Kirwin	
CONTRACTOR:	Texas Disposal Systems Inc.	
CONTRACT EFFECTIVE DATE:	October 1, 2015 thru September 30, 2020 w/two (5) year renewal options	
THIS AUTHORIZATION DATE:	August 18, 2020	AUTHORIZATION NO.: 5

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

Pursuant to the terms of the contract and all subsequent amendments, the City of San Marcos chooses to extend this contract exercising the renewal option of five-years. This five-year renewal begins October 1, 2020 and continues through September 30, 2025 at the annual estimated increase of \$400,000.

All remaining terms and conditions of the contract including subsequent amendments will remain in full force and effect for the duration of this agreement.

Texas Disposal Systems Inc. agrees to maintain insurance for the duration of the renewal period in compliance with the requirements of the original contract. Please email a current Certificate of Insurance to email address to CSingleton@sanmarcostx.gov to complete renewal process.

CONTRACTOR: Texas Disposal Systems Inc.

Signature

Date

Print Full Name / Title (if not in individual capacity)

CITY:

Signature

Date

Bert Lumbreras

Print Name

City Manager

Title

City Department Use Only Below This Line (PM, etc.).

Account Number(s):	Amount	Date
#	\$	

FIFTH AMENDED AND RESTATED CONTRACT FOR COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLABLE MATERIALS

This Fifth Amended and Restated Contract (the "Contract") is made between the City of San Marcos, Texas (the "City"), 630 East Hopkins, San Marcos, Texas 78666 and Texas Disposal Systems, Inc. (the "Contractor"), P.O. Box 17126, Austin, TX 78760-7126, and amends the Fourth Amended and Restated contract approved by City Council through Resolution No. 2013-152R on October 2, 2013 for the provision of solid waste, recyclable and green waste collection and disposal services.

The City and the Contractor agree as follows:

ARTICLE 1 CONTRACTOR'S SERVICES AND RESPONSIBILITIES

Section 1.1 Standards of Performance

1.1.1 The Contractor is responsible for providing solid waste collection and disposal services within the City of San Marcos, including but not limited to, residential solid waste collection and disposal, residential and multifamily recycling collection and disposal and residential green waste materials collection and disposal all in accordance with the terms and conditions of this Contract, and in a good and workmanlike manner. These services will include furnishing all labor, equipment, tools, materials, insurance, supervision, and all other items necessary to complete the work as specified. No work under this Contract will be subcontracted by the Contractor without prior written approval from the City. Any subcontracts will be in writing and will be subject to each provision of this Contract.

1.1.2 The Contractor certifies that it has fully acquainted itself with all conditions related to this Contract and will complete its services in and under any conditions it may encounter or create, without additional cost to the City or to residential solid waste, recycling, and green waste customers, except for material changes in conditions or requirements of the work occurring during the term of this Contract without the fault of the Contractor.

1.1.3 The Contractor certifies that it is not now nor will it become delinquent in the payment of taxes to any governmental entity, unless the payments are in dispute.

Section 1.2 Definitions

In this Contract, the following terms will have the following meanings:

1.2.1 *Bag* – A plastic sack designed to store solid waste with sufficient wall strength to maintain physical integrity under normal loading when lifted by the top.

1.2.2 *Bulky Waste* – Waste that included sofas, stoves, refrigerators, water tanks, washing machines, dryers, air conditioners, sinks, toilets, furniture, and other waste materials and appliances (certified where applicable as Freon-free), and like items other than construction debris, or stable matter with weight or volumes greater than allowed in approved bins or containers, as the case may be or that can be loaded by one (1) person at curbside.

1.2.3 *Bundle* - Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length or 40 lbs. in weight.

1.2.4 *Cart* – A 35, 65, or 96 gallon capacity plastic container with attached lid and wheels designed to

be lifted and emptied mechanically.

1.2.5 *Collection* - The removal and transportation of materials from the pickup point to the approved processing or disposal site.

1.2.6 *Green Waste Material* - Green waste, yard waste, soiled paper, tree limbs no longer than 4 feet. Garbage or rubbish material that still has useful physical or chemical properties after serving its original purpose and that can be reused or remanufactured into other products.

1.2.7 *Container* - A Receptacle used to store solid waste.

1.2.8 *Contract* or *Contract Documents* - Includes the following: This Contract, the request for proposals, the Contractor's proposal, addenda, the performance bond, contract area maps, insurance certificates, and supplemental agreements or amendments. The terms *Contract* and *Contract Documents* have the same meaning.

1.2.9 *Contract Area* - The San Marcos city limits, as they now exist or may be amended in the future.

1.2.10 *Construction Debris* - Waste resulting from residential construction and/ or demolition projects; including all materials that are directly or indirectly the by-products of residential construction work or that result from demolition of buildings and other structures, including, but not limited to, paper, cartons, gypsum board, wood, rubber and plastics. This does not include debris from projects performed by a contractor.

1.2.11 *Curbside Collection* - Collection service rendered at a residence or duplex not served by an alley, public utility easement or other public way in the rear or alongside thereof, involving the placement of containers for collection at or near the curb of the street abutting such property.

1.2.12 *Dead animals* - Any dead animal or part of an animal greater than ten lbs. in weight, other than those processed for human use.

1.2.13 *Director* - The Director of Community Services or a person authorized to act for the Director.

1.2.14 *Disposal Site* - A solid waste depository, including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction, and requiring such licenses, permits or approvals to receive for processing or final disposal of solid waste or dead animals.

1.2.15 *Dwelling Unit* - Any group of rooms located within a dwelling and forming a single habitable unit with facilities which are used, or are intended to be used, for living, sleeping, cooking and eating. A Dwelling Unit will be deemed to be occupied and will be assessed a charge for services if any city utility service is provided to the Dwelling Unit, or if any city utility is not provided to a Dwelling Unit, if the unit is served by city solid waste service or Single-stream Recycling Service.

1.2.16 *Garbage* - Readily decayable solid waste, including dead animals, animal and vegetable waste, food containers, and all other waste matter which is likely to attract flies or vermin, except any matter included in the definitions of bulky waste, construction debris, dead animals exceeding 10 lbs., hazardous waste, rubbish or stable matter.

1.2.17 *Green Waste Cart*- a 96 gallon cart furnished by the Contractor to each Residential Unit for the collection of green waste material on a single stream basis.

1.2.18 *Hazardous Waste* - any chemical, compound, mixture, substance or article designated as a "hazardous waste" under state or federal law.

1.2.19 *Multi-family Complex* - A townhouse complex, apartment complex, condominium complex or other multifamily complex that contains 5 or more Dwelling Units under common management.

1.2.20 *Producer or Customer* - An occupant of a Residential or Multi-Family Unit who generates solid waste or Recyclable or Green Waste Materials.

1.2.21 *Receptacle* - A container used to store solid waste designed to accept liners that are to be emptied manually.

1.2.22 *Recyclable Materials* - Materials that still have useful physical or chemical properties after serving its original purpose and that can be reused or remanufactured into other products.

1.2.23 *Recyclable Materials Processing Facility* - A full service multi-materials recycling facility which accepts bulk delivery of recyclable materials and processes, sorts, and prepares the materials for shipment to raw materials commodity end users for manufacture into new products.

1.2.24 *Recycling Cart* - A 96 gallon cart furnished by the Contractor to each Residential or Multi-Family Unit for use in the collection of recyclable materials on a single stream basis.

1.2.25 *Recycling Dumpster* - a container designed to receive, transport and dump Recyclable Materials of not less than 2 cubic yard capacity used in conjunction with Single Stream Recycling collection at a Multi-family Unit which may be emptied or dumped by specially equipped trucks which either lift, tilt or dump the contents through the use of a mechanical arm lift or other device into the collection container of the truck.

1.2.26 *Residential Service Charge* - The monthly per customer charge to be paid by City to Contractor as compensation for providing residential solid waste collection services and/or single stream recycling collection services.

1.2.27 *Residential Solid Waste* - Solid waste generated by a producer at a Residential Unit.

1.2.28 *Residential Unit* - A single family dwelling, townhouse, apartment, or condominium complex that contains 4 or fewer units.

1.2.29 *Rubbish* - Non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, excelsior, furniture, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible pulp, ashes, cinders, floor sweepings, and other products, such as are used for packaging, or wrapping; noncombustible rubbish includes crockery, glass, tin cans, aluminum cans, metal furniture, mineral or metallic substance, and any and all other waste materials which will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit) or not included in the definition of bulky waste, construction debris, dead animals, garbage, hazardous waste or stable matter.

1.2.30 *Single-Stream Recycling* - Co-mingled collection, transportation, and processing of recyclable materials. All classes of materials (i.e. glass, paper, metals and plastics) that are collected in one container

either by mechanical or manual means for transport to a recyclable materials processing facility for automated sorting and processing.

1.2.31 *Solid Waste* - Garbage, rubbish, Bulky Waste, Construction Debris, Stable Matter, tree trimmings and Yard Waste.

1.2.32 *Special Events* – City-sponsored activities such as fairs, special gatherings, rallies, and parades which occur at infrequent intervals.

1.2.33 *Stable Matter* - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock, or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

1.2.34 *Unacceptable Waste* - Any and all waste that is either:

- A. Waste which is now or in the future prohibited from disposal at a sanitary landfill by state or federal laws or the regulations promulgated thereunder;
- B. hazardous waste, as defined herein;
- C. special waste, as defined by the laws of the United States or the State of Texas or the regulations promulgated thereunder;
- D. tires, concrete, and bulk petroleum or chemical products or by-products;
- E. septic tank pumping and grease and grit trap wastes;
- F. sludge waste, including water supply treatment plant sludges and stabilized and/or un-stabilized sludges from municipal or industrial wastewater treatment plants;
- G. medical waste, including infectious or pathological waste from laboratories, research facilities, and health and veterinary facilities, and sharp objects such as syringes that are not in a protective sealed container;
- H. liquid waste, which for the purposes of this Contract means any waste material that is determined to be or contain “free liquid” by the paint filter test (EPA Method 9095);
- I. waste from an industrial process;
- J. waste from a pollution control process;
- K. waste transported in a bulk tanker;
- L. friable and/or non-friable asbestos waste;
- M. empty containers which have been used for pesticides, herbicides, fungicides, or rodenticides; or containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc.) of a type listed in this definition;
- N. residue or debris from the cleanup of a spill or release of chemical substances, commercial products or other wastes listed in this definition;
- O. soil, water, residue, debris or articles which are contaminated from the cleanup of a site or facility

formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in this definition, including soil contaminated from underground storage tanks used or formerly used for the storage of petroleum products;

P. any waste that requires other than normal handling, storage, management and/or disposal, as determined by the Director;

Q. dead animals and/or slaughterhouse waste, except for animals euthanized under the authority and direction of the City; or

R. any waste which because of its quantity, concentration, frequency of disposal, required disposal procedures, regulatory status, or physical, chemical infectious or other characteristics jeopardizes or may jeopardize the environmentally sound operation of a disposal site, as determined by the Director.

1.2.35 *Work* - The furnishing of all labor, materials, equipment, and other incidentals necessary for the successful completion of the Contract and the carrying out of all duties and obligations imposed by this Contract on the Contractor.

1.2.36 *Yard Waste* - Tree limbs, grass and plant clippings, and tree or brush trimmings that are bagged or bundled for curbside yard waste collection.

Section 1.3 Solid Waste and Single Stream Collection

1.3.1 Residential Unit Solid Waste Collection

A. The Contractor will pick up the contents of the trash cart on each service day. The contents must be contained in the cart. If the Residential Unit generates additional bags or bundles, there will be an additional charge for each 30-gallon bag or bundle. If the cart is overloaded such that the cart overflow interferes with mechanical loading into the truck, there will be an additional bag/bundle charge for each 30-gallon bag or bundle that over-flows a closed cart. The extra bag/bundle charge is listed in "Attachment A". The Contractor will furnish to the City extra bag tags for sale to customers. The Contractor will furnish each Residential Unit with one new, or like new, 65 gallon Cart or, if a smaller cart is requested by customer, a 35 gallon Cart or if a larger cart is requested by customer, a 96 gallon Cart. The City will track cart exchanges. If a cart is in need of repair, the Contractor will make all repairs. If the cart is not repairable, Contractor will replace the cart with a new cart or like new at no additional cost. If a customer requests an additional cart due to waste volume, the Contractor will deliver the Cart to the customer. The extra cart charge is listed in "Attachment A".

B. Any resident who requests a service upgrade from the standard 65-gallon cart to a 96-gallon cart, will receive the requested 96-gallon cart from the Contractor. The Contractor will collect from the customer a one-time delivery fee as outlined in Schedule A.

C. The Contractor will propose and implement measures to prevent spillage with the mode of collection (automated/semi-automated) used by the Contractor (See section 1.4.1, Quality).

D. The cost for once a week trash service, once every-other week recycle and once every-other week green waste material service is listed in "Attachment A".

E. During the first twelve (12) months of this Contract the City may expand the services in the Contract to include exclusive Multi-family Solid Waste services. If the City chooses this option in this timeframe, the rates for both, Residential and Multi-family services in "Attachment A" apply.

1.3.2 Residential and Multi-Family Single Stream Collection

A. The Contractor will collect the following Recyclable Materials from each Residential Unit in the contract area on a one time every-other-week basis and from each Multi-Family Unit one time per week.

- Metal Containers
- Aluminum cans
- Ferrous cans
- Clear glass
- Colored glass
- Box Board
- Newsprint/magazines
- Mail
- Direct mail advertisements
- Old corrugated containers
- Plastic containers #s 1-7 (no Styrofoam)

For Residential Units this service will be on the same day as the regularly scheduled solid waste collection. With the Director's approval, the Contractor will have the right to add or delete material types from time to time based upon the commercial markets for the materials. Customers will not be required to separate materials by type prior to collection. All Recyclable Materials collected by the Contractor will become its property. Such Recyclable Material will not be comingled with Municipal Solid Waste by the Contractor. Notwithstanding, the Contractor will not discard any portion of the collected single stream recyclables unless they make up a De Minimis amount included within the non-recyclable residual remaining after being sorted through a recyclables sorting system. Unauthorized disposal of Recyclable Materials, which were collected as Recyclable Materials, is strictly prohibited.

B. The Contractor will furnish each Residential Unit with a 96 gallon cart for recycling materials. These carts will be serviced on an every-other-week basis.

C. The Contractor will not limit, except as may otherwise be noted in this Contract, the amount of Recyclable Materials residents place for removal. Recyclable materials placed outside the cart must be in a paper or cardboard container. There is no extra charge for materials in excess of the cart's capacity.

D. The Contractor will notify the City of all instances where the Contractor declines to collect Recyclable Materials and the reason for it. The Director will investigate all instances of "no pickups," whether reported by the Contractor or by customers, and advise the customer of the reasons, or require the Contractor to collect the material. The Director will act in reasonable manner in deciding these issues, and the Director's decision will be final.

E. The Contractor will discontinue Recyclable Materials collection services to any location as set forth in a written notice sent to the Contractor by the City. The Contractor will resume collection service at the location on the next regularly scheduled collection day upon written notice from the City.

F. The Contractor will have all recyclable materials collected by it processed at a recyclable materials separation/processing site. The Contractor will ensure that any such site used by it is properly licensed or permitted by the State of Texas and other governmental entities having jurisdiction. The Contractor may dispose of any contaminated recyclable materials collected.

G. The Contractor will furnish 96 gallon recycle carts to Multi-family Units or, upon request by the Multi-family Unit owner or manager, a Recycling Dumpster at no extra charge. The Contractor will offer recycling service on a weekly basis. The number of carts provided will be of sufficient number to service the needs of the residents of the multi-family community. The Contractor will provide educational materials (including downloads) on the Texas Disposal Systems website.

H. The cost for Single-stream recycling service is listed in "Attachment A".

1.3.3 Residential Green Waste Collection

A. The Contractor will collect the following Green Waste materials from each Residential Unit in the contract area on a one time every-other week basis

Branches up to 4" in diameter, 4' in length
Grass Clippings
Leaves
Soiled Paper

Based on the mutual agreement between Director and Contractor, the Contractor will have the right to add or delete material types from time to time based upon the commercial markets for the materials. Customers will not be required to separate materials by type prior to collection. All Green Waste materials collected by the Contractor will become its property. Green waste materials consist of green waste, yard waste, soiled paper, tree limbs no longer than four (4) feet. Such green waste material will not be comingled with Municipal Solid Waste by the Contractor. Notwithstanding, the Contractor will not discard any portion of the collected green waste materials unless they make up a De Minimis amount included within the non-recyclable residual remaining. Unauthorized disposal of green waste materials, which were collected as green waste materials, is strictly prohibited.

B. The Contractor will furnish each Residential Unit with a 96 gallon cart for green waste materials. These carts will be serviced on an every-other-week basis.

C. The Contractor will not limit, except as may otherwise be noted in this Contract, the amount of Green Waste Materials residents place out for removal. There is no extra charge for materials in excess of the cart's capacity if placed in a craft paper yard bag at the curb.

D. The Contractor will notify the City of all instances where the Contractor declines to collect green waste materials and the reason for it. The Director will investigate all instances of "no pickups," whether reported by the Contractor or by customers, and advise the customer of the reasons, or require the Contractor to collect the material. The Director will act in reasonable manner in deciding these issues, and the Director's decision will be final.

E. The Contractor will discontinue green waste materials collection services to any location as set forth in a written notice sent to the Contractor by the City. The Contractor will resume collection service at the location on the next regularly scheduled collection day upon written notice from the City.

F. The Contractor will have all green waste materials collected by it processed at a green waste site. The Contractor will ensure that any such site used by it is properly licensed or permitted by the State of Texas and other governmental entities having jurisdiction. The Contractor may dispose of any contaminated recyclable materials collected.

G. Green Waste Cart – The Contractor will deliver a 96-gallon green waste cart to each resident

beginning on the effective date of this Contract. The City will purchase these carts for the initial launch of this green waste program. After the distribution and launching the green waste program, the Contractor will be responsible for the delivering, maintaining, repairing, replacing, and changing out all green waste carts. Additionally, the Contractor will be responsible for to the purchase of new carts for new accounts after the launching of this program and will keep an inventory of the carts for the duration of this Contract. At the end of the initial term of this Contract, the carts will be the property of the Contractor.

1.3.4 Residential Unit Bulky Waste and Yard Waste Collection

A. The Contractor will collect Bulky Waste and Yard Waste from each Residential Unit four times per year. Each collection will restrict the volume collected to 3 cubic yards per Residential Unit. Construction debris generated from residential and commercial remodel and demolition is excluded.

B. Yard Waste must be bundled, tied and cut into 4' lengths not to exceed 40 pounds per bundle and must be able to fit into a 96 gallon cart.

C. Scheduled collection will be on the basis of advance customer calls to the Contractor or the City. The cost for this service will be included in the cost per month per Residential Unit for basic residential service as listed in "Attachment A".

D. The Contractor will make available one day per month for residential Customers to transport and deposit Yard Waste at the Contractor's landfill facility for no additional fee Yard Waste will be limited to five (5) cubic yards per customer per month and will exclude commercial generated yard waste. Residents must present a driver's license, coupon provided by TDS and the City of San Marcos utility bill in order to utilize this service and the Contractor will verify eligible customers by utility bill or other means acceptable to the City. The Contractor may refuse to accept any Yard Waste contaminated with other solid waste debris, in which case they will notify the City of reasons for rejection.

1.3.5 Newly Annexed Areas

For Residential and Multi-family Units in portions of the contract area that have been newly annexed to the City, the customers will have the choice of either immediately switching to the Contractor, or continuing to use solid waste and recycling collection contractors other than the Contractor for a period of up to two (2) years after the annexation. For such areas, the City will notify the Contractor of the address of Residential or Multi-family Unit to add for services under this Contract during the two year period. After the two year period, the Contractor will provide solid waste, single stream recycling and Green Waste material services under this Contract for all Residential Units and single stream recycling services for all Multi-family Units in such areas.

1.3.6 City Services

The Contractor will provide solid waste collection services to all City buildings. The following are lists of current City uses to be served. All cart service will be once per week. The City and Contractor will work cooperatively to determine the locations, container sizes and number of containers per location without additional charge to the City.

<u>Facility:</u>	<u>Container number, size</u>	<u>Frequency</u>
City Hall Complex 630 E Hopkins	2 - 8 cubic yard	once per week
Public Library	1 - 8 cubic yard	once per week
Grant Harris Building- Trash	1 - 8 cubic yard	once per week

Grant Harris Building- Green Waste	1 – 4 cubic yard	once per week
Central Fire Station	1 - 8 cubic yard	once per week
3 Fire substations	2- 96 gal at each	once per week
Fire Station #5	1- 8 cubic yard	once per week
Firing Range	1 – 8 cubic yard	once per week
Electric Utility	1 – 6 cubic yard	once per week
Code Enforcement	2 – 96 gal	once per week
Activity Center	2 - 10 cubic yard	three times per week
Nature Center- Trash	1 – 4 cubic yard	once per week
Nature Center- Green Waste	1 – 4 cubic yard	once per week
Animal Shelter	1 - 4 cubic yard (Swap Quarterly)	six times per week
Wastewater Treatment Plant	1 - 8 cubic yard	once per week
750 River Rd	2 - 40 cubic yard	twice per week
Old Army Reserve	1 – 30 cubic yard	once per week
<u>Annual Parks:</u>		
Softball Fields	4 - 8 cubic yard	twice per week
Soccer Fields	2 - 8 cubic yard	twice per week
Baseball Fields	1 - 8 cubic yard	twice per week

1.3.7 Special Events (See attachment A for rates for any events, number and size of containers outside of events listed below)

<u>Special events consist of the following:</u>	<u>Container/number/size</u>
Sights and Sounds of Christmas	40 x-frames with bags for trash 40 x-frames with bags for green waste 2 – 20 cubic yard for trash 2 – 20 cubic yard for green waste
Lion's Club	1 – 8 cubic yard (March thru September)
River Cleanup - once per year	1 – 30 cubic yard

1.3.8 Community Cleanup Program

The Contractor will provide up to 36-40 cubic yard containers per year for community cleanups as scheduled by the City. The Contractor will deliver and remove the containers as requested by the City. Additional containers will be provided to the City at an additional cost according to the schedule of charges listed in "Attachment A." The allotted containers will be utilized per the City's discretion.

Section 1.4 Operation of Collection Services

1.4.1 Quality

A. The Contractor will not spill or leave residential solid waste remaining when making pickups. If the Contractor spills residential solid waste or recyclables, the Contractor will contain the spill and a special crew will be dispatched to clean up the spill. If a spill leaves a stain on a roadway, building, or other similar surface, the Contractor will use all reasonable means available to remove the stain and restore the facility to its original condition to the satisfaction of the Director.

B. The Contractor will be responsible for any injuries to any person and damage to any property, including City-owned property caused by willful, wrongful or negligent acts related to the Contractor's operations and activities under this Contract.

C. The Contractor will replace or repair all Carts damaged by normal wear and tear or damaged by the Contractor free of charge. The Contractor will replace up to one Solid Waste Cart, one Recycle Cart, and one Green Waste Material cart, lost or stolen at no charge per customer per year. The customer is responsible for Carts lost or stolen in excess of the free replacement or damaged or destroyed by abuse at a cost per cart of \$65.00 including delivery.

1.4.2 Collection Routes

A. Starting one year from the effective date of this Contract as established in Section 6.1.1. The Contractor will establish Residential and Multi-family Unit collection routes for City approval. The Contractor will submit a map to Director for approval whenever there is a change to any route. The Contractor may propose changes in routes or days of collection affecting Residential and Multi-family Units by submitting a written request at least 30 calendar days in advance, unless a shorter period of time is approved by the Director. Any change in routes or scheduling will be subject to approval by the Director prior to implementation. The Contractor will deliver a written notice of approved changes to the City at least 30 calendar days prior to the change, unless a shorter period of notice is approved by the Director.

B. The Contractor will not commence any residential collection prior to 7:00 a.m. or continue collection after 7:00 p.m., unless otherwise approved by the Director.

1.4.3 Holidays

The Contractor may observe six legal holidays in each calendar year (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day). If a holiday is to be observed, the Contractor will notify the City of the change in the schedule. A decision to observe any of the above holidays does not relieve the Contractor of its obligation to provide the same frequency of collection service for that week of the holiday, as stated in this Contract, for Residential and Multi-family Units. The Contractor will perform required collections on an alternate day, approved by the Director, on each week in which a holiday falls.

1.4.4 Complaints

A. The City and Contractor may both respond to all customer complaints about the Contractor's services. The City will provide the Contractor with contact information for this purpose. If the Contractor receives a complaint directly from a customer, the Contractor will respond courteously and direct the customer to the contact point identified for this purpose by the City.

B. The Contractor will provide communication to all trucks from its base of operations.

C. The Contractor will respond promptly and courteously to investigate and provide resolution to all complaints it receives from the City. The Contractor will respond promptly to City telephone or email inquiries regarding the status of complaints and complaint resolution.

D. The Contractor will investigate all alleged missed scheduled collections, and if such allegations are verified by the Contractor or by the City, the Contractor will arrange for the collection of the uncollected

solid waste within 24 hours after the complaint is received.

E. The Contractor will notify the City of all residential solid waste, recyclables and green waste materials the Contractor declines to collect and the reason for it. The Director may investigate "no pickup" complaints and advise the customer of the reasons, or require the Contractor to collect the material.

F. The City will keep a record of the dates and times complaints are received and the dates and times the complaints were resolved by the Contractor.

1.4.5 Complaint Resolution and Penalties

A. The Contractor will be charged an administrative penalty of not less than \$25.00 or more than \$1,000 for each customer complaint or other violation of this Contract that is not resolved within two business days of receipt of complaint by Contractor and to the satisfaction of the City Manager. The Contractor may appeal a penalty assessment to the City Council by filing a written notice with the City Manager within ten (10) calendar days of the date of the City Manager's decision. The City Council will hear the appeal at its next regular meeting that is ten (10) days or more after the date the appeal notice is filed. The City Council's decision will be final.

B. Administrative penalties will be deducted from the City's payment to the Contractor for the billing cycle following the City Manager's determination (or the City Council's determination if appealed). Twenty-five (25) or more unresolved complaints for which penalties are assessed during the term of this Contract are grounds for contract termination by the City Council.

1.4.6 Equipment

A. The Contractor will operate only enclosed packer type trucks suitable to keep the solid waste, recyclable, or green waste materials from falling or blowing from the trucks. Solid waste, recyclable, or green waste materials hauled by the Contractor will be contained, tied or enclosed so that leaking, spilling and blowing is prevented. All of the Contractor's equipment will be in good mechanical condition and possess current federal and TXDOT certifications.

B. The Contractor will provide communication to all trucks.

C. The Contractor will keep all equipment clean and in a good state of repair.

D. The Contractor will not allow the noise level for the collection vehicles during the stationary collection or compaction process to exceed the current city noise ordinances or State guidelines.

E. The Contractor will identify its vehicles on each of its passenger doors, as required by the Federal Motor Carrier Safety Administration, Section 390.21 so that the information is clearly readable from a distance of 100 feet.

F. The Contractor will provide access at any time for the City to inspect the equipment to ensure that all equipment meets the requirements of this Contract and has the proper TXDOT certification. Unless otherwise approved by the Director, the Contractor will not use equipment which is more than seven years old to provide the services required under this Contract. The Contractor will use only equipment manufactured by a nationally known manufacturer.

1.4.7 Personnel

- A. The Contractor will provide properly trained, capable drivers with current class "B" drivers' licenses.
- B. The Contractor will ensure that all of its employees, permanent or temporary, present a neat appearance and can be easily recognized while performing work under this contract. All of its employees will wear appropriate identification badges or uniforms.
- C. The Contractor will ensure that any persons employed who are not United States citizens have work permits.
- D. The Contractor will remove from service under this Contract and replace any of its employees for just cause as requested by the City.

1.4.8 Customer Service/Office Facilities

The Contractor will provide a facility through which it can be contacted. The Contractor will provide sufficient local or toll free telephones and office staff in order to provide necessary services from 8:00 a.m. to 5:00 p.m. on regular collection days. In addition, the Contractor will provide for voice mail receipt of after-hours inquiries and communications.

1.4.9 Disposal

The Contractor will haul and dispose of all solid waste collected by it in the contract area at a disposal site licensed by the State of Texas for that purpose. The disposal site will have adequate capacity to accommodate the requirements of this Contract. The Contractor is responsible for payment of all costs of disposal, including without limitation, tipping, environmental, inspection or other fees charged by disposal site operators or governmental authorities in connection with disposal activities.

1.4.10 Ownership of Collected Solid Waste

The Contractor accepts title to all solid waste, recyclable materials and green waste materials other than Unacceptable Waste, placed in the Contractor's collection vehicles, removed by the Contractor from a cart, recycling bin or container, or removed by the Contractor from the customer's premises. The City does not accept ownership or title to any such items.

1.4.11 Notifications and Disposal Site Reports

The Contractor will forward to the City at its request, copies of all Texas Commission on Environmental Quality Inspection Reports for the sites being used for the disposal of solid waste or recyclable materials collected under this Contract.

1.4.12 Interruption of Service

In the event the collection and disposal of solid waste, recyclable materials or green waste materials is interrupted for any reason within the Contractor's reasonable control for more than 48 hours, the City will have the right to make temporary independent arrangements for continuing these services to its citizens to provide and protect the public health and safety. In the event of this type of interruption, the Contractor will bear all expenses incurred for the alternate collection and disposal. Notwithstanding any other provision of this Contract, if an interruption in service continues for a period of ten (10) days, the City will

have the right to immediately terminate this Contract and to seek any remedy provided by law.

1.4.13 Natural Disaster

In the case of excessive amounts of solid waste caused by a tornado, severe storm, high winds, flooding, hurricane, ice storm or other similar natural occurrence or act of God, the City may dispose of the solid waste in whatever manner it may elect; provided however, that the City will attempt in good faith to use the Contractor's services if they can be used at the same or lower cost than other methods available to the City. If the City elects to use the Contractor's services, the Contractor agrees to provide a rear-load truck and two employees and/or roll-off boxes at the designated rates listed in "Attachment A". The Contractor agrees to provide the necessary service to the City within 48 hours of the City's notice of a natural disaster. If the Contractor cannot respond within the time frame set forth above, it will notify the City immediately of such inability.

1.4.14 Place of Collection

The Contractor will perform all normal residential solid waste, recyclable materials and green waste materials collection activities at curbside, or with permission of the Director, from an alley.

1.4.15 Project Roll-Out – Change in Service

Any change in service made during the term of this Contract will be subject to a 30-day roll-out period, after the date of implementation.

1.4.16 Miscellaneous

A. The Contractor will discontinue collection services at any Residential or Multi-Family Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor will resume collection on the next regularly scheduled collection day. To the extent of the City's liability under applicable law and without waiving the City's governmental immunity, the City will indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses resulting from the Contractor discontinuing service at any location at the direction of the City.

B. The Contractor's right to provide collection and disposal services for solid waste, recyclable and green waste materials from within the contract area will apply only to matters specifically addressed in this Contract. The City will use its best efforts to require customers to comply with ordinances providing for curbside placement of residential solid waste, recyclable and green waste materials for collection by the Contractor.

Section 1.5 Education Program

1.5.1 The Contractor is an integral part of a continuing City service to which the residents are accustomed, and will provide a high level of cooperation with the City and its citizens in carrying out the services specified in this Contract.

1.5.2 The Contractor will develop and implement the Public Outreach/Education Program related to its solid waste collection, disposal, recycling, and green waste activities. A schedule detailing all activities of this program for the following year will be submitted to the Director for review and approval at least 15 calendar days prior to beginning work, and annually thereafter. The Contractor will continue program development and implementation throughout the term of the Contract. The Contractor will schedule quarterly meetings with the City staff to review and evaluate the program's effectiveness. Components of

the program will consist of:

A. At least four (4) tours at the TDS facility for designated groups annually. TDS will also provide tours for City Council Members upon request.

B. Visits by Contractor representative(s) to one grade level in each elementary and middle school and university groups in the San Marcos service area in order to present educational programs and information annually.

1.5.3 The Contractor will pay all costs of the public information programs.

1.5.4 The Contractor will make every reasonable effort to serve the Customers regardless of errors in customer materials preparation or placement. The Contractor will notify the City of repeated or gross mistakes on the part of the customers. The City will take such actions or implement such procedures as are reasonably necessary to ensure compliance by its residents with the provisions of this Contract.

1.5.5 On the effective date of the Contract, the Contractor will develop and distribute literature in Spanish and English to inform affected customers on all aspects of the collection services, which will include but not be limited to, days of service, materials to be recycled, method of preparation required, and placement of containers for collection. The Contractor will submit this educational literature to the City for its approval prior to distributing it to customers.

1.5.6 The Contractor will provide a written report to the City on a quarterly basis regarding the nature and extent of the public information program.

1.5.7 The Contractor will make available to public schools, multi-family units, and university groups educational materials regarding the Contractor's recycling and green waste program.

1.5.8 The Contractor will assist the City with educational and public outreach materials and representation at public events such as National Recycling Week, America Recycles Day, Earth Day, Business Expo, and Texas Green Home & Living Show.

1.5.9 The Contractor will ensure that the carts display the Contractor's name and an ID stenciled on each cart for identification.

1.5.10 Contractor agrees to provide the following additional educational services, at no additional cost:

A. Press releases, newsletter articles and bill inserts in English and Spanish;

B. A link on Contractor's website that provides specific details regarding single stream recycling and green waste materials program (to include videos). Residents will be able to put their address into the website and retrieve information on type of service and days of service specific to their address.

C. Materials designed for schools for review and downloading purposes will be available on the TDS website (texasdisposal.com) to students in grades K-12, university groups, and multi-family units on the benefits of single stream recycling and proper recycling practices and a green waste materials program.

Section 1.6 Incentives

1.6.1 Tree Donations - If the City increases the current recycling tonnage by 5% by October 1st for the prior year, the Contractor will deliver to the City, trees from the Contractor's tree farm valued at \$1,000 in

total. If the City increases the current recycling tonnage by 10% by October 1st, for the prior year, the Contractor will deliver to the City, trees from the Contractor's tree farm valued at \$1,250 in total. If the City increases the current recycling tonnage by 15% by October 1st, for the prior year, the Contractor will deliver to the City, trees from the Contractor's tree farm valued at \$2,000 in total. The Contractor will maintain and report estimated tonnage on a on a quarterly basis to the City.

1.6.2 Preferred Pricing

A. The City has the option to purchase any Garden-Ville product, including all compost and mulch blend at contract level pricing, which is the lowest pricing tier for the material.

B. The City will receive preferred pricing on portable toilets - facility and park renovations.

ARTICLE 2 THE CITY'S RESPONSIBILITIES

Section 2.1 The City designates the Director to act as the City's authorized representative with respect to this Contract.

Section 2.2 The City will assist the Contractor in encouraging Customers to comply with the City's solid waste regulations by providing instruction, public service contact, and informational materials. The City will contact Customers who violate the regulations as the need arises.

Section 2.3 The City will submit statements to and collect from all residential units for residential solid waste services provided by the Contractor under this Contract, including those accounts that are delinquent.

Section 2.4 The City will serve as the customer contact for initiation of Residential and Multi-family service, and will relay service initiation requests to the Contractor.

Section 2.5 The City will bear all costs incident to this Article.

ARTICLE 3 PAYMENTS

Section 3.1 Rates and Billing

3.1.1 The Contractor will bill the City for service rendered to Residential and Multi-family Units each month within ten calendar days following the end of the month, and the City will pay the Contractor on or before the 30th day following the date of each bill. Payments after the 30th day will accrue interest as provided in Section 2251 of the Texas Government Code as amended. Such billing and payment will be based on the contract rates and schedules set forth in subsection Attachment A of this Contract.

Section 3.2 Calculation of Payments for Residential and Multi-Family Units

3.2.1 Payment for each month's service will be determined by applying the contract Residential and Multi-family unit price for collections to the actual number of occupied Residential or Multi-family Dwelling Units within the contract area during the immediately preceding month as shown by the City's utility billing records to include the monthly costs for:

- A. City services;
- B. Special events;

C. Downtown containers; and

D. Neighborhood cleanups.

plus the contract unit price per additional cart per actual number of additional carts delivered and serviced.

3.2.2 New accounts added after the first day of a month will be counted as having received service for a full month. Accounts discontinued during a given month will be counted as not having received service for that month, as determined by the above described reports.

3.2.3 On an as needed basis, but at least twice annually, and at a time mutually agreeable to the City and Contractor, Contractor will provide the City with billing audits which will compare units being billed versus units serviced to make certain that customer billing is accurate. When the Contractor identifies units that are being serviced and are not being billed, the Contractor will provide the addresses of the units to the City as well as the type of service being provided and the date such service began or ended. The City will have 60 business days to verify the list and provide a response to the Contractor. The City may ask for an extension as necessary to complete the audit process. Units not being billed in error will be added to the billing. Units that should not be billed will be returned to the Contractor with the reason for not being added to the billing. The City's reconciliation of discrepancies will be final.

Section 3.3 Modification of Rates

3.3.1 The rates charged by the Contractor for the period beginning October 1, 2015 for the duration of the first contract term as identified in Article 6 will be adjusted upward annually by 3% on the compounded rate.

3.3.2 Six months prior to each renewal term the Contractor will provide historic cost information for the expiring term. Based on these cost changes the parties may agree to new annual price percentage increases for the next contract renewal period.

ARTICLE 4 REVENUE SHARING

Section 4.1 The Contractor will share revenue from San Marcos recycling commodities based on the following.

4.1.1 The City will receive from the Contractor revenue of 10% of commodity market prices for commodities over \$80/ton and volumes exceeding 100 tons per month.

4.1.2 The rebate market value is capped at \$120.00/ton.

4.1.3 Commodity prices are based on average prices from the Official Board Market (Yellow Sheet) which the Contractor will provide to the City upon request.

4.1.4. The percentage of commodity volumes will be based on an audit of recycling materials received only from the City of San Marcos. The audit will be conducted with a City representative present on an annual basis.

**ARTICLE 5
RECORDS AND REPORTS**

Section 5.1

5.1.1 The Contractor will file the following records and reports with the City on a monthly basis:

- A Reports of all actions taken by the Contractor to resolve complaints.
- B. Changes in the number of residential units served by the Contractor.
- C. Reports of recycling and green waste information which includes estimated amount by weight of recyclable and green waste materials collected.

5.1.2 The Recycling Material Facility will document and provide to the City estimated weights on all loads delivered to the Recycling Material Facility by the Contractor for City loads of Recyclables collected in the City by time delivered to the Facility, tonnage of material delivered, and unacceptable loads collected. The Contractor will submit a monthly estimated summery for the Recyclable Materials Facility to the City. All of these records will be available to the City and its representatives at reasonable times and places throughout the term of this Contract and for a period of five (5) years after last or final payment.

5.1.3 Report of solid waste collected by estimated weight.

Section 5.2 The Contractor will retain all records and supporting documentation applicable to this Contract, and not delivered to the City, for a period of three years except in the event that the Contractor goes out of business, it will deliver to the City all of its records relating to this Contract for retention by the City.

**ARTICLE 6
TERM OF CONTRACT**

Section 6.1 Contract Term

6.1.1 The term of the original Contract commenced on July 1, 2008. The City has entered into four prior amended and restated contracts with the Contractor. This is the Fifth Amended and Restated Contract and it will be effective from, October 1, 2015 through September 30, 2020. The Contractor will continue collection of residential solid waste, recyclable materials, and green waste materials from Residential Units and Single-stream Recycling Services for Multi-family Units.

6.1.2 The contract term may be extended for two additional five-year periods, provided all terms and conditions remain in full force and effect except for the Contract being extended, and a modification to rates as specified in Section 3.3 of this Contract. Each of these options, if exercised, is to be executed in the form of an Authorization of Change in Services (Attachment B) no sooner than 180 calendar days prior to expiration of the Contract, nor later than the final day of the contract period. These options require the mutual agreement of the City and the Contractor. Refusal by either party to exercise an option to renew will cause the Contract to expire on the original or mutually agreed upon date. The total period of the Contract, including both extensions, will not exceed a maximum combined period of 15 years.

Section 6.2 Breach/Default

Failure by either party to this Contract to perform any of its provisions will constitute a breach of

Contract, in which case, either party may require corrective action within ten (10) business days from date of receipt of written notice citing the exact nature of such breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the prescribed ten (10) business days will constitute a default of Contract. The defaulting party will be given a 20 day period within which to show cause why the Contract should not be terminated for default. The City Council may take whatever action as its interest may appear, resulting from such notice. The City reserves the right to enforce the performance of the Contract in any manner prescribed by law in the event of breach or default of the Contract, and may contract with another party with or without solicitation of proposals or further notification to the Contractor. At a minimum, the Contractor will be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the City derived hereunder should it become necessary to contract with another source because of this default, plus reasonable administrative costs and attorney's fees. In the event of termination, the City, its agents or representatives, will not be liable for loss of any profits anticipated to be made under this Contract.

Section 6.3 Termination by City

The City reserves the right to terminate this Contract upon a minimum of 30 calendar days prior written notice for any reason deemed by City Council to serve the public interest, or resulting from any governmental law, ordinance, regulations, or court order. No termination for convenience will be taken with the intention of awarding the same or a similar Contract to another source. In the event of such termination the City will pay the Contractor those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with this Contract prior to termination. Provided, however, that no costs will be paid which are recoverable in the normal course of doing business in which the Contractor is engaged, or costs which can be mitigated through the sale of supplies or inventories. In the event City pays for the cost of supplies or materials obtained for use under this Contract, these supplies or materials will become the property of City and will be delivered to the City at the place designated by the Director. The City will not be liable for loss of any profits anticipated to be made under this Contract.

Section 6.4 Funding Availability

Funds for payment for the services described in this Contract have been provided through the City budget approved by City Council for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of the City to be included in each proposed budget within the foreseeable future. The City expects this to be an integral part of future budgets to be approved during the period of the Contract. However, the City cannot guarantee the availability of funds, and enters into the Contract only to the extent such funds are made available. If funding for continuation of the Contractor's services is not available, the City may terminate this Contract by providing 30 calendar days' notice to the Contractor. The fiscal year for the City extends from October 1st of each calendar year to September 30th of the following calendar year.

ARTICLE 7 **NOTICE**

Section 7.1 As required under this Contract notice will be delivered in writing to the parties at the following locations:

To the City:

City of San Marcos

Jared Miller, City Manager
630 E. Hopkins
San Marcos, Texas 78666

Contractor:

Texas Disposal Systems, Inc.
P.O. Box 17126
Austin, TX 78760-7126

**ARTICLE 8
MISCELLANEOUS PROVISIONS**

Section 8.1 Governing Law and Venue

This Contract is governed by the laws of the State of Texas. Exclusive venue for any dispute arising under this Contract is in Hays County, Texas. In the event of a dispute in federal court, venue will be in the United States District Court for the Western District of Texas, Austin Division.

Section 8.2 Limitations

As to all acts or failures to act by either party to this Contract, any applicable statute of limitations will commence to run and any alleged cause of action will be deemed to have accrued when the party commencing the cause of action knew or should have known of the existence of the subject act(s) or failure(s) to act.

Section 8.3 Gratuities

The City may terminate this contract if the City finds that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City to secure favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Contract. In the event this Contract is terminated under this section, the City may collect, in addition to any other damages or remedies to which it may be entitled by law, exemplary damages in an amount neither less than three nor more than ten times the value of the gratuity offered or given to any city officer or employee.

Section 8.4 Nondiscrimination

In performing the services required under this Contract, the Contractor will not discriminate against any person on the basis of race, color, religion, sex, national origin, age or disability. The Contractor will comply with all laws and regulations prohibiting discriminating against employees or prospective employees because of age, religion, race, color, sex, disability, or national origin. A breach of this covenant may be regarded as a default of the Consultant of this Agreement. The Contractor will submit reports at the City's request to assure compliance.

Section 8.5 Construction

All references in this Contract to any particular gender are for convenience only and will be construed and interpreted to be of the neuter gender. The term "will" is mandatory in this Contract.

Section 8.6 Severability

Should any provision in this Contract be found or deemed to be invalid, this Contract will be construed

as not containing the provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Contract are declared to be severable.

Section 8.7 Compliance with Laws

In performing this Contract, the Contractor, its subcontractors, successors and assigns will comply with all local, state and federal laws.

Section 8.8 Public Information Act

The City of San Marcos is governed by the Texas Public Information Act (the "Act"), Chapter 552 of the Texas Government Code. This Contract and all written information generated under this Contract may be subject to release under the Act. The Contractor will not make any reports, information, data, etc. generated under this Contract available to any individual or organization without the written approval of the City.

Section 8.9 Waiver/Renunciation

No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing and signed by both parties.

Section 8.10 Contractor Name Change

The Contractor is responsible for the performance of the Contract. In the event the Contractor changes its name, the Contractor will notify the City Manager in writing prior to the change taking effect, and the Contractor will publish notice of the change in a newspaper circulated in the contract area prior to the change taking effect. A fee of \$100.00, payable to the City, will be charged the Contractor for administrative costs in processing each name change under this provision. The Contract will then be modified to reflect the change.

Section 8.11 Force Majeure

In the event that the performance by either party of any of its obligations under the Contract is interrupted or delayed by events outside of their control such as acts of God, war, riot, or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of the events.

Section 8.12 Successors and Assigns; Assignment

The City and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract. Neither the City nor the Contractor will assign, sublet or transfer any interest in this Contract without the written consent of the other, which will not be unreasonably withheld.

Section 8.13 Entire Agreement; Amendments

This Contract represents the entire and integrated Contract between the City and the Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Contract may

be amended to include additional services, or for other reasons, by mutual consent of the parties in the form of an Authorization of Change in Services (Attachment B). Any such amendment must be in writing and executed by both parties.

Section 8.14 Written Assurances

Whenever one party to this Contract, in good faith, has reason to question the other party's intent to perform, the former may demand that the other party give written assurance of intent to perform. In the event that a demand is made and no such assurance is received within five (5) business days, the demanding party may treat this failure as an anticipatory repudiation of this Contract.

Section 8.15 Smoke-Free

The Contractor's attention is called to the fact that pursuant to San Marcos Ordinance No. 2013-57, as amended, all City of San Marcos owned and rented/leased properties are smoke free properties. All Consultants, their subconsultants and employees are prohibited from smoking while on City property. This prohibition includes the enclosed areas of public places and workplaces and within 10 feet of doors and windows of City-owned or rented buildings, all City parks and the grounds outside of any City building. This prohibition includes e-cigarettes and other inhaled vapor devices. The City may terminate this Contract for noncompliance with this ordinance.

ARTICLE 9 INSURANCE, INDEMNITY AND BONDS

Section 9.1 Indemnity

The Contractor will indemnify, hold harmless and defend the City and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional wrongful acts of the Contractor, its employees, subcontractors or agents. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the City arising in favor of any party, including the amounts of any damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to property, alleged or actual infringement of patents, copyrights, and trademarks and without limitation by enumeration, all other claims, demands, or causes of action of every character occurring, resulting, or arising from any negligent or intentional wrongful act, error or omission of the Contractor and/or its agents and/or employees. This obligation of the Contractor will not be limited by reason of the specification of any particular insurance coverage in this Contract.

Section 8.2 Insurance

The Contractor will procure and maintain at its expense insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of Texas, covering all operations under this Contract, whether performed by the Contractor or its agents, subcontractors or employees. Before commencing the work, the Contractor will furnish to the City a certificate or certificates in form satisfactory to the City, showing that the Contractor has complied with this paragraph. All certificates will provide that the policy will not be materially changed or canceled until at least 30 calendar days written notice has been given to the City, and will name the City as an additional insured on all policies except workers' compensation. The kinds and minimum amounts of insurance required are as follows. Failure of the Contractor to demand a certificate or other sufficient evidence of full compliance with these insurance requirements or failure of the Contractor to identify a deficiency from the evidence that is provided as proof

of insurance will not be construed as a waiver of the Contractor's obligation to maintain the required insurance coverage specified herein. Commercial general liability insurance and motor vehicle insurance will be written with the City of San Marcos, Texas as an additional insured and will be endorsed to provide a waiver of the carrier's right of subrogation against the City. The kinds and amounts of insurance required are as follows:

Workers' Compensation Insurance and/or Employer's Liability: In accordance with the provisions of the Workers' Compensation Act of the State of Texas and/or \$500,000.00/\$500,000.00 for Employer's Liability.

Liability Insurance: (1) Commercial general liability insurance with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000.00 in the aggregate, providing coverage for, but not limited to, bodily injury and property damage, premises/operations, products/completed operations, independent Architects as applicable (2) Business Motor Vehicle liability insurance (standard ISO version) in an amount not less than \$1,000,000 per occurrence .

The stated limits of insurance required by this Paragraph are MINIMUMS ONLY, and it will be the Contractor's responsibility to determine what limits are adequate. These minimum limits may be basic policy limits or any combination of basic limits and umbrella limits. The City's acceptance of Certificates of Insurance that in any respect do not comply with the requirements of this Contract does not release the Contractor from compliance herewith.

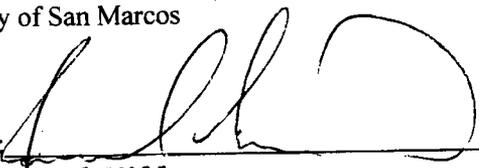
Section 8.3 Bonds

The Contractor will furnish a performance bond as security for the performance of the contract within 10 calendar days following the Contractor's receipt of a fully executed contract and before commencing any work under this Contract, and annually thereafter. The amount of the performance bond will be \$250,000. The Contractor will pay the premium for this bond. The surety on the bond will be a duly authorized corporate surety authorized to do business in the State of Texas. The attorney-in-fact who signs performance bonds must file with each bond a certified and effectively dated copy of a power of attorney.

This Contract will be effective as of the 1st day of October, 2015.

City of San Marcos

Texas Disposal Systems, Inc.

By: 
Jared Miller
City Manager

By: 
Municipal
Ray Bryant - Account Supervisor
Printed name, title

Date: August 20, 2015

Date: August 20, 2015



Legislation Text

File #: Res. 2020-217R, **Version:** 1

AGENDA CAPTION:

Consider approval of Resolution 2020-217R, approving the terms of a Settlement Agreement to resolve all claims in the pending litigation styled-The Mayan at San Marcos River, LLC and the City of Martindale Texas v. City of San Marcos: Case No. 18-0985-CV-A in the 25TH Judicial District Court of Guadalupe County, Texas and on appeal to the Fourth Court of Appeals of Texas Under Case No. 04-19-00018-CV; authorizing the City Manager to sign the Settlement Agreement; and declaring an effective date.

Meeting date: October 7, 2020

Department: [Click or tap here to enter text.](#)

Amount & Source of Funding

Funds Required: [Click or tap here to enter text.](#)

Account Number: [Click or tap here to enter text.](#)

Funds Available: [Click or tap here to enter text.](#)

Account Name: [Click or tap here to enter text.](#)

Fiscal Note:

Prior Council Action: [Click or tap here to enter text.](#)

City Council Strategic Initiative: [\[Please select from the dropdown menu below\]](#)

[Choose an item.](#)

[Choose an item.](#)

[Choose an item.](#)

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

Economic Development - [Choose an item.](#)

Environment & Resource Protection - [Choose an item.](#)

Land Use - [Choose an item.](#)

Neighborhoods & Housing - [Choose an item.](#)

Parks, Public Spaces & Facilities - [Choose an item.](#)

Transportation - [Choose an item.](#)

Not Applicable

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

Choose an item.

Background Information:

On April 18, 2008 the San Marcos City Council adopted Ordinance No. 2008-16 to annex a 563.767 acre tract of property located in Hays and Guadalupe counties (The Mayan Tract) and a 13.069 acre tract which connected The Mayan Tract to the then existing corporate limits of the city. The ordinance was adopted at the request and with the consent of the property owners who filed an application for out-of-city extension of sanitary sewer service. Prior to the adoption of the annexation ordinance, the City of Martindale adopted a resolution releasing a portion of The Mayan Tract from its extraterritorial jurisdiction so that the entirety of the property could be annexed by San Marcos.

The Mayan at San Marcos River, LLC acquired the 563.767 acre tract from the prior owners in 2014 and filed suit on April 18, 2018 in the District Court of Guadalupe County under Cause Number 18-0958-CV-A asking the court to enter a final judgment that would, among other things, declare the annexation of The Mayan Tract under Ordinance No. 2008-16 to be invalid. The City of Martindale intervened in the litigation also seeking to invalidate the annexation and to recover attorneys fees.

The trial court dismissed the claims seeking invalidation of Ordinance No. 2008-16 but left certain claims regarding the annexation service plan pending. The Mayan at San Marcos River, LLC and the City of Martindale appealed the trial court's dismissal and the appeal is currently pending in the Fourth Court of Appeals under Cause No. 04-19-000-18-CV. Proceedings in that court have been temporarily abated to allow the parties to conduct settlement negotiations.

Under the terms of the settlement, the appeal will be dismissed and a final judgment will be entered in the trial court to validate the annexation and dismiss all other pending claims including claims for attorneys fees. The agreement states that it will become effective upon the occurrence of the following events: a. approval of the requested zoning cases for The Mayan Tract (approved on second reading on September 15, 2020); b. adoption of a resolution creating the Staples Road Public Improvement District for sewer and buffer improvements (set for public hearing and consideration on October 7, 2020); and c. approval of the settlement agreement by The Mayan at San Marcos River, LLC, the Martindale City Council and the San Marcos City

Council.

Staff recommends adoption of the resolution approving the Settlement Agreement.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Click or tap here to enter text.

RESOLUTION NO. 2020-217R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING THE TERMS OF A SETTLEMENT AGREEMENT TO RESOLVE ALL CLAIMS IN THE PENDING LITIGATION STYLED – THE MAYAN AT SAN MARCOS RIVER, LLC AND THE CITY OF MARTINDALE TEXAS V. CITY OF SAN MARCOS; CASE NO. 18-0985-CV-A IN THE 25TH JUDICIAL DISTRICT COURT OF GUADALUPE COUNTY, TEXAS AND ON APPEAL TO THE FOURTH COURT OF APPEALS OF TEXAS UNDER CASE NO. 04-19-00018-CV; AUTHORIZING THE CITY MANAGER TO SIGN THE SETTLEMENT AGREEMENT; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The terms of the Settlement Agreement attached to this resolution are hereby approved to resolve all claims in the currently pending litigation regarding the annexation of property in Hays County and Guadalupe County by Ordinance No. 2008-16 in a suit styled: The Mayan at San Marcos River, LLC and The City of Martindale, Texas v. City of San Marcos, in the 25th Judicial District Court of Guadalupe County, Texas under Case No. 18-0985-CV-A and on appeal to the Fourth Court of Appeals of Texas under Case No. 04-19-00018. The city manager is hereby authorized to sign the Settlement Agreement on behalf of the city after it has been approved by The Mayan at San Marcos River, LLC and the City of Martindale.

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

ADOPTED on October 7, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

IN THE COURT OF APPEALS FOR THE
FOURTH DISTRICT OF TEXAS

THE MAYAN AT SAN MARCOS RIVER, LLC
AND THE CITY OF MARTINDALE, TEXAS
Appellants

V.

CITY OF SAN MARCOS
Appellees

From the 25th Judicial District Court, Guadalupe County, Texas
Trial Court Cause No. 18-0985-CV-A,
Honorable Jessica R. Crawford, presiding

SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by the parties identified herein for the purposes and under the terms and conditions set forth below, to be effective as indicated and to be binding on the parties hereto as follows:

I. PARTIES AND RECITALS

- 1) **Parties:** The parties to this Settlement Agreement and Full and Final Mutual Release (the "Agreement") are as follows:
- (a) ***THE MAYAN AT SAN MARCOS RIVER, LLC*** (hereafter "Mayan"), Plaintiff below and Appellant herein, its attorneys, agents, parents, subsidiaries, servants, employees, successors, assigns, legal representatives and all other persons, firms and corporations for whose conduct the persons or entities named in this definition may be liable in connection with the occurrence as set forth in Paragraph 2 below.
 - (b) ***THE CITY OF MARTINDALE, TEXAS*** (hereafter "Martindale"), Intervener below and Appellant herein, its attorneys, agents, parents, subsidiaries, servants, employees, successors, assigns, legal representatives, elected officials, and all other persons, firms and corporations for whose conduct the persons or entities named in this definition may be liable in connection with the occurrence as set forth in Paragraph 2 below.
 - (c) ***THE CITY OF SAN MARCOS, TEXAS*** (hereafter "City"), Defendant below and

Appellee herein, its attorneys, agents, parents, subsidiaries, servants, employees, successors, assigns, legal representatives, elected officials, and all other persons, firms and corporations for whose conduct the persons or entities named in this definition may be liable in connection with the occurrence as set forth in Paragraph 2 below. Mayan, Martindale, and City are referred to herein collectively as the “Parties”.

2) Recitals: The Parties agree to the following facts and that the following recitals reflect the intent of the Parties as applied to this Agreement:

- (a) On June 14, 2007, Mayan’s predecessors in interest filed a completed application entitled “*City of San Marcos Request for Out-of-City Utility Extension or Connection*”, dated June 13, 2007, with the City (hereafter the “Application”). The Application requested the City to serve +/-563.767 acres of property located in Hays and Guadalupe Counties which is identified by the metes and bounds description contained in the Application which is attached hereto as “Exhibit A” (hereafter the “Mayan Tract”) with sanitary sewer service. The Application was for an approval required by the laws of the City at the time it was filed for the development of +1,100 living unit equivalents (hereafter “LUEs”) of single-family, multi-family, and commercial uses. The City accepted and approved the Application by passage and approval of Resolution No. 2008-33R, which occurred more than 90 days prior to the effective date of the City’s Ordinance 2008-16 (hereafter the “Annexation Ordinance”) which annexed the Mayan Tract. A copy of Resolution 2008-33R is attached hereto as “Exhibit B”, and a copy of the Annexation Ordinance is attached hereto as “Exhibit C”.
- (b) Ordinance 2008-16, passed, approved and adopted by the City on April 19, 2008 annexed both the Mayan Tract and a 13.069-acre tract which connected the Mayan Tract to the then existing corporate limits of the City. The Annexation Ordinance also approved and adopted a service plan consistent with development and extension requirements to provide municipal services to the properties annexed by the Annexation Ordinance.
- (c) On April 18, 2018, the Mayan filed suit against the City under Cause Number 18-0958-CV-A in the District Court of Guadalupe County, Texas challenging the validity of the Annexation Ordinance and asserting other claims as set forth in more detail below (hereafter the “Suit”). Martindale intervened in the Suit against the City, and together with Mayan have asserted certain claims against City arising out of a dispute concerning the annexation by City of the two (2) tracts, being a +/-563.199 acre tract and a +/- 13.069 acre

tract (collectively the “Annexed Property”), pursuant to City’s Annexation Ordinance.

- (d) Said claims made by Mayan and Martindale include, but are not limited to, the following:
 - (i) Suit for Declaratory Relief to Determine Validity of Annexation; (ii) Suit for Permanent Injunction Preventing Enforcement of Annexation Ordinance; (iii) Suit for Declaratory Action to Determine Rights and Obligations Under the Service Plan; (iv) Violation of Mayan's Due Process Rights; (v) a request for a Writ of Mandamus to Enforce the Service Plan; (vi) that the City’s annexation violated various sections of chapter 43 of Texas Local Government Code (hereafter the “Code”); (vii) the City’s annexation was void as it annexed property within Martindale’s extraterritorial jurisdiction; and, (viii) other claims for declaratory judgements, injunctive relief, cost of court, and attorney’s fees (collectively the “Claims”).
- (e) The City has denied and continues to deny the validity of the Claims and denies liability for any Claims as set forth above and all Parties agree that settlement herein is not and shall not be construed as an admission of liability by any of the Parties to the suit herein.
- (f) All the parties to this Agreement wish to reach a full and final settlement on all matters and all causes of action arising out of the Claims. The Parties intend for this Agreement to be effective and binding upon satisfaction of the contingencies identified in Article III, Section 1, Subsection (a) through (b), below.

II. TERMS OF SETTLEMENT

All Parties hereto, for the consideration set forth in this Agreement, hereby agree to settle and compromise these Claims under the terms and conditions of this Agreement. Said Claims of the Parties are further set forth in the live and most current pleadings in CAUSE NO. 18-0958-CV-A styled *The Mayan at San Marcos River, LLC, Plaintiff, and The City of Martindale, Intervenor, vs. The City of San Marcos, Defendant*, pending in the 2nd 25th Judicial District Court of Guadalupe County, Texas; and, in the appeal pending in the Court of Appeals for the Fourth District of Texas under CAUSE NO. 04-19-00018-CV (hereafter collectively referred to as the “Litigation”). The Parties agree that they have filed joint motions to abate the Litigation both in the Court of Appeals and in the District Court to allow the Parties to obtain the approvals and consents set forth in Article III, Section 1, Subsection (a) through (b), below, on which approvals and consents the effectiveness and binding nature of this Agreement is contingent.

1) Consideration and Settlement Terms:

The Parties hereby agree to the following terms and conditions of settlement and acknowledge that each term and obligation set forth herein constitute consideration for the making of the mutual agreements between the Parties, to which they agree to be bound, as follows:

- (a) **ANNEXATION:** The Parties agree that City of San Marcos Ordinance 2008-16, passed, approved and adopted by the City and effective on April 19, 2008 is valid and binding on the Parties, and that no party to this Agreement shall challenge or contest the validity of said Annexation Ordinance after the effective date of this Agreement;

- (b) **VESTED RIGHTS:** The City agrees that the Mayan is entitled to, and has established entitlement to, the protection afforded to the development of the Mayan Tract pursuant to Section 245.002 of the Texas Local Government Code effective as of the date the Application was filed with the City on June 14, 2007 (hereafter “Vested Rights”). City agrees that it shall consider the approval, disapproval, or conditional approval of applications for any development permit(s) filed for any property within the Mayan Tract solely on the basis of any orders, regulations, ordinances, rules, expiration dates, or other properly adopted requirements in effect on June 14, 2007 (hereafter the “Vesting Date”). The City and Mayan agree the City was given fair notice upon the Vesting Date that the Mayan Tract would be developed into up to 1,100 LUEs of single-family, multi-family, retail, commercial, and light industrial (as limited below) uses. The City and Mayan expressly agree that no permit or application filed related to the development of any property within the Mayan Tract will be considered a dormant project under the provisions of section 245.005 of the Texas Local Government Code until after five years following the later of: (i) the effective date of this Agreement; or, (ii) the date on which the permit or application was filed. Further the City agrees that pursuant to section 245.002(d) of the Code the Mayan may unilaterally avail itself to the benefit of any change in the City’s development regulations that occurred after the Vesting Date without forfeiting its Vested Rights. The provisions of this sub-section shall apply to the Mayan and to any successors, grantees, or assigns that acquire an interest in any part of the Mayan Tract after the effective date of this Agreement.

- (c) **ZONING & LAND USE:** The City and Mayan agree that prior to the execution of this Agreement the Mayan has filed zoning applications with the City which request the City

to rezone portions of the Mayan Tract from their existing zoning of Future Development District (hereafter “FD”) as defined by Section 4.1.2.3 of the Land Development Code of San Marcos, Texas (hereafter the “Development Code”) to Character District 3 (hereafter “CD-3”), Character District 4 (hereafter “CD-4”), Character District 5 (hereafter “CD-5”) and Light Industrial (hereafter “LI”), as said zoning districts are defined by said Development Code. The Mayan’s zoning applications were considered by the City Council under zoning case numbers ZC-20-17, ZC-20-18, ZC-20-19, and ZC-20-20 (hereafter collectively the “Mayan Zoning Cases”). The areas of the Mayan Tract to be rezoned, and the respective zoning that were requested on each area, under the Mayan Zoning Cases are identified on the map attached hereto as Exhibit “D”. The City and Mayan agree that the Mayan has submitted the metes and bounds description of each area to be rezoned, as well as each zoning category requested in each area, as part of the Mayan Zoning Cases. The City and Mayan agree that the City staff reviewed and made a recommendation to the Planning and Zoning Commission and City Council on the zoning applications submitted by Mayan. The City and Mayan acknowledge that changing the zoning as contemplated by this section and as applied for in the applications for the Mayan Zoning Cases is a legislative function and that the City could not contractually agree to a predetermined outcome of said action; however, the City and Mayan also agree that the City’s City Council approved the changes in zoning as requested in the Mayan Zoning Cases (or if not as requested, as otherwise agreed to by the Mayan) by ordinances 2020-63, 2020-64, 2020-65, and 2020-66, approved by the Council on first reading on September 1, 2020, and approved and finally adopted on second reading by the Council on September 15, 2020. In relation to Ordinance 2020-63, which rezoned the property identified therein from FD to LI, the Mayan agrees to the following as conditions precedent to the ordinance granting Light Industrial (LI) zoning becoming effective

- (i) The following uses, which would ordinarily be allowed in an LI zoning district pursuant to Section 5.1.1.2 of the Development Code, shall not be allowed to occur within the 30.35 acre tract or the 7.62 acre tract requested to be rezoned to LI as identified on Exhibit “D” (collectively the “LI Tracts”):
 - 1. Vehicle Repair (minor);
 - 2. Waste-Related Service;
 - 3. Self-Storage; and
 - 4. Bus or rail transit vehicle maintenance or storage facility;
- (ii) In addition to the uses prohibited subsection (i), above, the following uses shall also be prohibited within the said LI Tracts:

1. Acid manufacturing;
 2. Gas manufacturing;
 3. Vehicle wrecking yard;
 4. Junk yard, including storage, sorting, bailing or processing of rags;
 5. Manufacturing or storage of hazardous materials or explosives, except for fuels contained in vehicles;
 6. Manufacturing or storage of fertilizer;
 7. Manufacturing of carbon batteries;
 8. Manufacturing of paint, lacquer, oil, turpentine, varnish, enamel and similar products;
 9. Manufacturing of rubber, glucose, or dextrin;
 10. Manufacturing of paper or pulp;
 11. Manufacturing or distillation of tar;
 12. Monument or marble works;
 13. Oil compounding and barreling plant;
 14. Operation of a business that provides the services of disposal, storage, reduction or incineration of solid or hazardous waste (including garbage, refuse, trash, sewage, offal, dead animals);
 15. Extraction or refining of petroleum or its products;
 16. Distillation of bones;
 17. Smelting of iron, tin, zinc, copper or other ores;
 18. Fat rendering;
 19. Stockyards or slaughter of animals; and
 20. Cemeteries;
- (iii) The Mayan shall file deed restrictions on the LI Tracts (being the 30.35 acre and 7.62 acre tracts of land identified in Exhibit "D"), which deed restrictions shall:
- a. be effective upon the LI Tracts zoned LI;
 - b. run with the land and shall be applicable to the Mayan, its successors, and assigns; and
 - c. prohibit the following uses on the LI Tracts:
 - i. Vehicle Repair (minor);
 - ii. Waste-Related Service;
 - iii. Self-Storage;
 - iv. Bus or rail transit vehicle maintenance or storage facility Acid manufacturing;

- v. Gas manufacturing;
- vi. Vehicle wrecking yard;
- vii. Junk yard, including storage, sorting, bailing or processing of rags;
- viii. Manufacturing or storage of hazardous materials or explosives, except for fuels contained in vehicles;
- ix. Manufacturing or storage of fertilizer;
- x. Manufacturing of carbon batteries;
- xi. Manufacturing of paint, lacquer, oil, turpentine, varnish, enamel and similar products;
- xii. Manufacturing of rubber, glucose, or dextrin;
- xiii. Manufacturing of paper or pulp;
- xiv. Manufacturing or distillation of tar;
- xv. Monument or marble works;
- xvi. Oil compounding and barreling plant;
- xvii. Operation of a business that provides the services of disposal, storage, reduction or incineration of solid or hazardous waste (including garbage, refuse, trash, sewage, offal, dead animals);
- xviii. Extraction or refining of petroleum or its products;
- xix. Distillation of bones;
- xx. Smelting of iron, tin, zinc, copper or other ores;
- xxi. Fat rendering;
- xxii. Stockyards or slaughter of animals;
- xxiii. Cemeteries;

(d) **OTHER RESTRICTIONS:** The City and Mayan agree that the following provisions regarding other restrictions on the Mayan Tract shall apply to and be binding on the City and Mayan:

- (i) The Mayan shall file deed restrictions on the overall Mayan Tract, which deed restrictions shall:
 - 1. be effective upon the establishment of a PID (as defined below) over the Mayan Tract;
 - 2. require a minimum buffer of 35' will be maintained between the property line of the FM 110 right-of-way located on the Mayan Tract (the "FM 110 Property Line") and the property line of any residential lots platted adjacent to the FM 110 Property Line (the "35' Buffer"), which 35' Buffer shall only be used for the preservation of open space, the placement of signage, a pedestrian or multi-use

path, and masonry walls (collectively the “Buffer Improvements”) to be constructed by the PID (as defined below);

3. Prohibit any development within the Mayan Tract from being marketed, advertised, or named using the word “Mayan” or any other word related to or describing any ethnic group, the use of which for such purposes may be reasonably considered objectional or offensive to members of such ethnic group (this provision of the deed restrictions shall be effective upon recording and shall not be contingent on creation of the PID);

(ii) The provisions of subsections A through C of Section 7.1.4.1 of the Development Code shall not apply to residential developments within the Mayan Tract. This subsection shall constitute a variance to said section for single family homes built within the Mayan Tract.

(e) **FORMATION OF PUBLIC IMPROVEMENT DISTRICT:** The term “PID” as used in this Agreement shall mean a Public Improvement District created by the City as authorized by Chapter 372 Tex. Loc. Gov’t. Code pursuant to a petition requesting such creation filed with the City by the Mayan and other landowners (the “Petitioners”) on September 1, 2020 and amended by the Petitioners on September 22, 2020. The term “Regional Sewer Improvements” as used in this Agreement shall mean a regional lift station built on the Mayan Tract together with associated sewer mains, sewer forced mains, 3-phase electrical infrastructure, and related improvements which shall be constructed to provide sanitary sewer service to the Mayan Tract (and surrounding areas) as depicted in the plans and maps attached hereto and made a part hereof as Exhibits “E”. The term “Regional Sewer Improvements” shall not include the sewer collection system to individual lots within the Mayan Tract, but shall include major sewer gravity trunk lines, force mains, and other improvements and costs identified in Exhibit “E”. As partial consideration for this Agreement, and to assist with funding construction of the Regional Sewer Improvements, the City agrees that it shall create a Public Improvement District pursuant to Chapter 372 of the Texas Local Government Code pursuant to the petition to create the “Staples Road Public Improvement District”, as amended, a copy of which petition and amendment are attached hereto as Exhibit “F-1” and “F-2”, over the area identified in said petition (the “PID Area”) which area shall be served by the Regional Sewer Improvements (the “Served Area”). The City expressly agrees that it shall create and establish the PID to issue bonds or certificates of obligations (to be paid back by the PID’s assessments) to fund the

construction of the Regional Sewer Improvements and Buffer Improvement (as defined in the Petition) and Buffer Improvements to be constructed by the PID. The City and Mayan agree that the PID shall not request the City to approve the issuance of more than lesser of: (1) 125% of the sum of the Regional Sewer Improvements as identified on page 3 of Exhibit “E” and the cost of the estimated cost of the Buffer Improvements (the “Bonded PID Improvements”); or (2) \$30,000,000.00, whichever is less. The City and Mayan further agree that the debt service for any debt issued to fund the Bonded PID Improvements shall be paid solely from the assessments levied by the District. The City agrees to take ownership of the Regional Sewer Improvements to the extent said improvements are within the boundaries of the City’s certificate of convenience and necessity (hereafter “CCN”) and/or within the City’s incorporated boundaries, provided: (i) engineering plans for the Regional Sewer Improvements are submitted and approved by the City in compliance with City standards and specifications; and (ii) the Regional Sewer Improvements are inspected after constructions and accepted by the City in accordance with standard City practice. After acceptance by the City, the City agrees that it shall be responsible for the operation and maintenance of the Regional Sewer Improvements as a part of its overall sewer collection system. The Mayan agrees to file a petition for inclusion of Mayan Tract in City’s wastewater CCN with the appropriate state agencies in cooperation with the City within 10 days after approval of this Agreement by the San Marcos City Council.

- (f) **SEWER SERVICE:** The City expressly represents and agrees that it has sufficient sewer treatment capacity at its Wastewater Treatment Plant located at 720 River Road, in San Marcos, Texas, to properly receive, treat, and legally dispose of, the sewer effluent that is projected to be generated by the development of the Mayan Tract (to-wit: +/-1,100 LUEs of wastewater flow) and the other areas within the PID; and, that the City will serve the Mayan Tract and other area within the PID with sanitary sewer service under the City’s Certificate of Convenience and Necessity (“CCN”) No. 20116, issued by the State of Texas, provided the property to be served is located within the said CCN. The impact fees to be charged for subdivisions platted or service connections made within the Mayan Tract and other areas within the PID shall be assessed by City pursuant to the published and approved rates in effect as of the date the plat application is filed. By separate agreement with the City, an impact fee credit and/or reimbursement will be provided to the developer of the Mayan Tract and other areas within the PID for “oversizing” of the Regional Sewer

Improvements in accordance/consistent with the San Marcos City Code, Section 86.002(a)(3). Impact fee credits or reimbursements will not be provided for Regional Sewer Improvements paid for by the PID. The City agrees that in the event the Mayan requires more than 1,100 LUEs of sanitary sewer capacity the City will provide such additional service, as and if such additional capacity is available, to the Mayan Tract at the then prevailing terms of service.

(g) **SEWER OVERSIZING:** The City acknowledges that the development plan for the Mayan Tract estimates only 1,100 LUEs of sewer service capacity will be required, but that the City desires the Regional Sewer Improvements to be built to be oversized to serve the overall sewer shed within the City's Sewer Service Area as depicted in page 4 of Exhibit "E". As such the City hereby agrees to participate in the cost of construction of the Regional Sewer Improvements based on their actual cost of construction pursuant to the provisions of San Marcos City Code, Section 86.002(a)(3) (hereafter "City's Oversize Reimbursement Policy"). Pursuant to the City's Oversize Reimbursement Policy the owners of the property within the PID will pay their pro rata share of the Sewer Improvements based on the number of LUE's of capacity required to serve each respective tract in the form of PID assessments levied on each said tract to pay the funding of the pro rata cost of said improvements; and the City shall pay only the additional cost of sewer lines of a pipe size larger than necessary to serve the tracts within the PID (the "Oversize Cost"). A separate oversize agreement approved by the Mayan and City at the time of finalizing construction plans for the Regional Sewer Improvements shall govern the reimbursements and contributions to be made by the City to the PID created by the City for funding said Oversizing and other matters related thereto.

(h) **EASEMENTS:** In connection with the construction of the Sewer Improvements the City agrees, subject to approval by its City Council, to use the City's power of eminent domain to acquire any easements reasonably required for the construction, installation, and maintenance of the Sewer Improvements to be built pursuant to this Agreement. Mayan agrees that it shall convey any easements located within the boundaries of the Mayan Tract that are reasonably required for construction of the Sewer Improvements, but the City and Mayan agree that Mayan shall have the right to seek acknowledgement of a donation for the fair market value of such easements. In the event easements are required to install the Sewer

Infrastructure outside of the Mayan Tract, and Mayan acquires said easements, Mayan shall be entitled to seek reimbursement for the cost thereof as a part of the allowed costs of the Regional Sewer Improvements

- (i) **MUTUAL RELEASE:** Mayan, City, and Martindale, for the consideration outlined herein, hereby release, acquit and forever discharge each other and all other parties, their affiliates, subsidiaries, and parents, their representatives, elected officials, servant, agents, employees, shareholders, attorneys, risk pool, insurers, officers, directors, managers, members, successors, heirs and assigns, of and from any and all claims, demands, damages, causes of action, debts, liabilities or controversies of any kind whatsoever, whether known or unknown, whether liquidated or unliquidated, on account of or in any way resulting or to result from the Claims outlined in this Settlement Agreement. It is further understood and agreed that this is a full and final release made to fully and finally compromise any and all claims of every nature and kind whatsoever which have been or could have been brought by the any of any of the Parties in their various capacities against the any of the other Parties as a result of the Claims brought in the Litigation. Additionally, said Claims include, but are not limited to, any claims that could and/or were brought in any state court, federal court, or any other State and/or City agency. The Parties hereby acknowledge that they will receive no more monies or other damages or relief, and are entitled to receive no more monies, other damages or relief from any other party, either directly or indirectly, as a result of the Claims other than the relief expressly provided for in this Agreement. The provisions of any state, federal, local or territorial law or statute providing in substance that releases shall not extend to Claims, demands, injuries or damages which are unknown or unsuspected to exist at the time, to the person executing such release, are hereby EXPRESSLY WAIVED, after full consultation with counsel. Each Party hereby expressly waives all immunity from suit and liability from any action brought by a Party hereto complaining of breach of this Agreement or for the purpose of enforcing the provisions of this Agreement in law or in equity. The Parties agree to file a Joint Motion to Dismiss the Interlocutory Appeal within ten (10) days after the Contingencies identified in Article III, Section 1, Subsection (a) and (b) have been satisfied. Within ten (10) days after the appeal has been dismissed, the Parties agree to submit a joint motion to enter an agreed final judgment to the trial court which: (1) confirms the validity of the Annexation Ordinance; (2) requires each Party to pay their respective attorney's fees and costs; (3) disposes of all

claims and requests for relief sought by Mayan and Martindale in the Litigation and which are released in this Agreement with prejudice; and, (4) requires each Party to comply with this Agreement (the “Agreed Judgment”).

- (j) **TAX CONSEQUENCES:** It is understood and agreed by and between the Parties hereto and their attorneys that the Parties and their attorney have not relied upon any representations, express or implied, made by the Parties, their affiliates and subsidiaries, or any of their representatives, agents, employees, shareholders, attorneys, insurers, officers, directors, successors and assigns as to the tax consequences of this Agreement, and the Parties and their attorneys hereby release the Parties, their representatives, agents, employees, shareholders, attorneys, insurers, officers, directors, successors and assigns from any and all liability in connection with such tax consequences, if any.
- (k) **ACKNOWLEDGMENT OF RELEASE:** The Parties acknowledge that they have read the contents of this agreement in its entirety and have consulted with their attorney(s) who has fully explained said Agreement. The Parties state they understand the contents of the Agreement and freely approved and executed the same.
- (l) **SUCCESSION:** The terms, provisions, covenants and conditions contained in this Agreement shall apply to and inure to the benefit of and be binding upon the Parties hereto and their respective successors in interest and legal representatives, heirs, executors, administrators, successors and assigns, except as otherwise herein expressly provided.
- (m) **INTEGRATED AGREEMENTS; MODIFICATION; WAIVER:** This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement by the parties. No waiver of any of the provisions of the Agreement shall be denied, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

III. EFFECTIVE DATE OF SETTLEMENT

- 1) **Effectiveness contingent upon future actions:** The Parties hereby expressly agree that this Agreement is being executed: by the Mayan acting with full authority to act by express resolution of its managers; by the City by the signature of its City Manager, as authorized by its City Council; and, by Martindale through the signature of its City Manager, as authorized by its

City Council. As such, the Parties agree that at the time of execution, this Agreement shall have been accepted and approved by the majority vote of their respective City Council acting at a properly noticed public meeting. Further, the Parties expressly agree that this Agreement shall be binding upon each of the Parties, but that this Agreement shall terminate and be of no force or effect on any Party unless on or before October 30th, 2020, the following contingencies identified in subsections (a) through (b), below, are fully satisfied:

(a) **ZONING CHANGE:** The Mayan's Zoning Cases are approved by the City Council, so that the zoning on the Mayan Tract is changed to the zoning districts with the boundaries as set forth in the applications for the Mayan Zoning Cases (or, if not approved as submitted, approved in a manner acceptable to the Mayan), which Mayan admits were finally approved by City on September 15, 2020; and

(b) **PUBLIC IMPROVEMENT DISTRICT ESTABLISHED:** The Staples Road Public Improvement District has been created by the City, acting through a resolution adopted by its City Council pursuant to Chapter 372 of the Texas Local Government Code (the "Code"), as requested by the Petition, for the purpose of financing the Sewer Improvements and Buffer Improvements through the issuance of bonds or certificates of obligation to be issued under Section 372.024 of the Code.

2) **Effect of Contingencies being satisfied:** The Parties expressly agree that in the event each of the contingencies set forth in Article III, Section 1, Subsection (a) through (b) are satisfied on or before October 30, 2020 (hereafter the "Contingent Date") this Agreement shall be fully effective and binding on each Party hereto, and may be fully enforced in law or at equity. In the event all the contingencies are satisfied as set forth in this subsection, each Party shall be responsible for their respective costs related to the Litigation, and the Parties shall work in good faith to carry out the intent of the Agreement. Failure of a Party hereto to act in good faith to carry out the intent of this Agreement shall be considered a breach by such party.

3) **Effect of Contingencies not being satisfied:** The Parties expressly agree that in the event one or more of the contingencies set forth in Article III, Section 1, Subsection (a) through (b) are not satisfied on or before Contingent Date this Agreement shall terminate, and the Parties shall:

(a) File a joint motion to lift the stay and end the abatement in the Litigation at the trial court and the appellate court informing said courts that the Litigation was not settled and requesting the courts to resume the judicial process as to all Claims as if the they had not

been stayed as of the date of the said joint motion is filed;

- (b) Mutually extend all deadlines and toll all limitations for the period of time the Agreement was in effect through the date it was terminated, so that each Party shall be left, as to the deadlines and limitations, as they were on the moment the Agreement was signed; and
- (c) Notify their respective governing bodies that the Agreement was terminated and that the Claims will continue to be litigated.
- (d) In the event this Agreement is terminated, no Party can use this Agreement, its terms, the proposed consideration or contingencies, and/or communications regarding the same in the Litigation, at either the trial or appellate court, and this Agreement and its attachments shall be subject to Rule 408 of the Texas Rules of Evidence.

THIS AGREEMENT IS EXECUTED ON THIS ____ th DAY OF _____, 2020 BY:

[Signatures are on the following pages which may be executed in counterparts]

THE MAYAN AT SAN MARCOS RIVER, LLC

By: _____
Todd Burek, its Manager

By: _____
Gerald Bennett, its Manager

By: Lawland Group, LLC, its Manager

By: _____
David L. Earl, its Sole Member

APPROVED AS TO FORM:

Earl & Associates, P.C.

By: _____
David L. Earl, Attorney at Law for the
Mayan at San Marcos River, LLC

[Remainder of page left blank]

**THIS AGREEMENT IS ENTERED INTO THIS ___ DAY OF _____, 2020 BY:
THE CITY OF SAN MARCOS, TEXAS**

By: _____

City Manager

Attested to By: _____

City Secretary

APPROVED AS TO FORM:

By: _____

City Attorney

[Remainder of page left blank]

**THIS AGREEMENT IS ENTERED INTO THIS ___ DAY OF _____, 2020 BY:
THE CITY OF MARTINDALE, TEXAS**

By: _____

City Manager

Attested to By: _____

City Secretary

APPROVED AS TO FORM:

By: _____

City Attorney

[Remainder of page left blank]

EXHIBIT "A"

Application

City of San Marcos Request for Out-of-City Utility Extension or Connection

Name: Rick Anderson Date: June 13, 2007

Address: 2710 Wash Tarlton Lane, Suite 200
Austin, Texas 78746

Phone: (512) 347-8801

FAX: (512) 347-8853

E-mail: rickycanderson@austin.rr.com

Note: Please include check for recording fee payable to "Hays County Clerk" for \$14 + \$2/page for legal description.

Subject Property

Location: San Marcos ETJ, just south of the intersection of Staples Road and Old Bastrop Highway

Development Name & Developer (if applicable) Development Name TBD, The Anderson Group

Total Acreage: 563.767

Plat Date: n/a

Tax ID Number: R 14041,16385,16386,55712,55713,55714

Proposed Use: Residential Commercial Industrial Other _____

Water Service Area (CCN): Crystal Clear CCN

Service Requested: Wastewater* Water *Note: City wastewater service is available only for City water service customers.

Type of Request Connection to existing main Extend existing main to subject property

Estimated Utility Demand: Approximately 200 gpm average, 699 gpm peak

Please attach calculations for average and peak flow conditions for each service requested.

Please attach a map and a "metes and bounds" legal description (from deed or survey) of the property for which service is requested.

If the property is not contiguous to the existing city limits, please attach the required requests for annexation along the extension. (Not required for connection to existing main fronting the property to be served.)

JUN 14 AM 9:00

See Owner's Acknowledgement and Consent to Annexation on the next page.

Form last updated: 10/26/05



Owner's Acknowledgment and Consent to Annexation

I hereby certify under oath that all of the information presented in this application is accurate and complete. I understand all of the following policies of the City of San Marcos regarding out-of-city utility 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 requirement that the owner consent to annexation of the subject property by the City.
4. Utility extensions also require a written request for annexation of an area at least 15' 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.

I also certify that I am not seeking vesting 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 connection, and I certify that I am either the owner of the subject property, or the duly authorized agent of the owner of the subject property. 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: _____

Printed Name: RICK C. ANDERSON

State of TEXAS

County of TRAVIS

SWORN TO AND SUBSCRIBED before me on 6-28-2007 (date)

by RICK C. ANDERSON, known personally to me, or proved to me by a photo identification, to be the person who executed this instrument.



Notary Public, State of TEXAS

Reserved for County

EXHIBIT "A"

JAMES E. GARON & ASSOCIATES
PROFESSIONAL LAND SURVEYORS

2312 Western Trails Blvd., D-404; Austin, Texas 78748; 512-707-8087 fax 512-707-1848
1009 Chestnut Street; Bastrop, Texas 78802; 512-303-4185 fax 512-321-2107

LEGAL DESCRIPTION: BEING 563.797 ACRES OF LAND LYING IN AND SITUATED OUT OF THE WILLIAM BURNET SURVEY AND THE WILLIAM A. MATTHEWS SURVEY IN HAYS COUNTY, TEXAS AND THE B & G FULCHER LEAGUE IN GUADALUPE COUNTY, TEXAS, BEING THE REMAINDER PORTION OF THAT CALLED 455 ACRE TRACT OF LAND AND 100 ACRE TRACT OF LAND CONVEYED TO HAH ANGUS FARM BY DEED RECORDED IN VOLUME 349, PAGE 843 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 563.797 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN SEPTEMBER, 1998:

BEGINNING at an iron rod found on the northeasterly right-of-way (80') line of State Highway 621 for the westerly corner hereof and said 455 acre tract and the southerly corner of that certain 715 acre tract conveyed to John F. Baugh by deed recorded in Volume 165, Page 86 of the Hays County Deed Records;

THENCE North 49°42'36" East a distance of 12452.90 feet along the northwesterly line hereof and the southeasterly line of said 715 acre tract and that certain 184.883 acre tract conveyed to Barbara Baugh Morrison by deed recorded in Volume 645, Page 679 of the Hays County Deed Records to an iron rod set for corner on the southwest line of the "Mexican" cemetery;

THENCE along the limits of said cemetery and including a called 11 vara lane within this tract being described:

1. South 47°13'40" East a distance of 115.53 feet to an iron rod set for corner;
2. North 50°41'11" East a distance of 394.83 feet to an iron rod set for corner;
3. North 50°5'00" West a distance of 93.87 feet to an iron rod set for corner;
4. North 49°22'11" East a distance of 110.28 feet to a point on the southwesterly bank of the San Marco River;

THENCE along the bank of the San Marcos River the following calls:

1. South 47°14'45" East a distance of 92.17 feet;
2. South 74°56'22" East a distance of 77.32 feet;
3. South 59°2'15" East a distance of 118.50 feet;
4. South 39°27'01" East a distance of 132.88 feet;
5. South 29°21'49" East a distance of 118.75 feet;
6. South 19°38'57" West a distance of 193.59 feet;
7. South 59°27'46" West a distance of 57.08 feet;
8. South 9°55'20" West a distance of 363.02 feet;
9. South 29°25'19" East a distance of 380.96 feet;
10. South 41°46'55" East a distance of 177.83 feet;
11. South 55°45'15" East a distance of 311.95 feet;
12. South 22°36'40" East a distance of 27.91 feet;

legal description - 563.797 acres
page 2

THENCE South 50°16'03" West a distance of 359.89 feet leaving said river and along the northwest line of that certain 1.04 acre tract conveyed to Roy J. Hotz by deed recorded in Volume 414, Page 417 of the Guadalupe County Deed records to an iron rod found for the west corner of said 1.04 acre tract;

THENCE South 33°46'59" East a distance of 207.19 feet along the southwest line of said tract to an iron rod set for the southerly corner of said 1.04 acre tract;

THENCE South 49°39'15" West a distance of 12091.83 feet along the southeast line hereof and said 455 and 100 acre tracts and the northwest line of that certain 385.88 acre tract conveyed to Fred G. DuPuy by deed recorded in Volume 1311, Page 876, that certain 8.85 acre tract conveyed to Richard G. Davis by deed recorded in Volume 731, Page 22 and that certain 49.872 acre tract conveyed to Malcolm Ray Scott by deed recorded in Volume 1048, Page 691, all Guadalupe County Deed Records, to a concrete monument found on the northeasterly r-o-w of State Highway 621 for the southerly corner hereof and westerly corner of said 49.872 acre tract;

THENCE along said r-o-w line the following calls:

1. North 40°46'40" West a distance of 1144.52 feet to a concrete r-o-w monument found for point of curvature of a curve to the left;
2. a length of 952.53 feet along the arc of said curve to the left having a radius of 5771.07 feet and a chord bearing North 42°31'40" West a distance of 352.48 feet to a concrete r-o-w monument found;
3. North 44°16'40" West a distance of 463.45 feet

to the POINT OF BEGINNING and containing 563.797 acres of land, more or less, and as shown on map of survey prepared herewith.

Surveyed by:


James E. Baron
Registered Professional Land Surveyor
Job #403-98

September 17, 1998

EXHIBIT "B"

RESOLUTION 2008-33R

RESOLUTION NO. 2008-33R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING AN EXTENSION OF THE CITY'S WASTEWATER SYSTEM TO SERVE THE HILLERT TRACT; GRANTING A VARIANCE TO THE REQUIREMENT OF PURCHASING WATER FROM THE CITY OF SAN MARCOS AS A CONDITION OF RECEIVING WASTEWATER TREATMENT SERVICE; AND DECLARING AN EFFECTIVE DATE.

RECITALS:

1. San Marcos City Code Section 86.004 requires City Council approval for the extension of City's wastewater mains to serve uses outside the City limits.
2. San Marcos City Code Section 86.003(c) provides that a variance from the City Council is necessary to receive wastewater service without purchasing water from the City of San Marcos.
2. Loomis Austin, on behalf of Rick Anderson and Bob Mayo, (the "Applicant"), has requested permission to extend a City wastewater main to serve the Applicant's property, known as the Hillert Tract which is currently outside the city limits.
3. The Hillert Tract is within the water service area of Crystal Clear Water Supply Corporation and granting of a variance from the requirement of purchasing water from the City of San Marcos is appropriate if water service is provided by that entity.
4. The City's existing wastewater treatment plant has sufficient capacity to serve the proposed development.
5. The Applicant has submitted a written request for annexation of the Property by the City.

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

PART 1. The extension of the City's wastewater system mains to serve the Property, to be constructed at the sole expense of the Applicant (subject to the City's policies on oversizing), and on the basis of the Applicant's request for annexation of the Property, is approved.

PART 2. A variance to the requirement of purchasing water from the City of San Marcos is hereby granted contingent upon the Crystal Clear Water Supply Corporation providing water service to the Hillert Tract.

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

ADOPTED on the 3rd day of March, 2008.


Susan Narvaiz
Mayor

EXHIBIT B

Attest:
Sherry Mashburn
Sherry Mashburn
City Clerk

|

|

|

EXHIBIT "C"
ANNEXATION ORDINANCE

CERTIFICATE OF RECORD

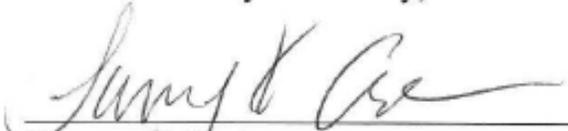
THE STATE OF TEXAS §

COUNTY OF HAYS §

I, Jamie Lee Case, City Clerk for the City of San Marcos, Texas, in the performance of the functions of my office, hereby certify that the above and foregoing is a full, true and correct copy of Ordinance 2008-16 of the City Council of the City of San Marcos adopted on April 19, 2008, as the same appears of record in my office in the City Hall, 630 E. Hopkins Street, San Marcos, Texas 78666, and that I am the lawful possessor and have legal custody of said record.

WITNESS MY HAND AND SEAL of the City of San Marcos, Texas,

this the 12th day of January, 2018.



Tammy K. Cook
Deputy City Clerk
City of San Marcos, Texas

(SEAL)

ORDINANCE NO. 2008-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, ANNEXING TO THE CITY TWO AREAS OF LAND CONSISTING OF 563.199 AND 13.069 ACRES, MORE OR LESS, LOCATED ON STAPLES ROAD (FM HWY 621) EAST OF THE PRESENT CITY LIMITS; APPROVING A SERVICE PLAN FOR THIS AREA; AND INCLUDING PROCEDURAL PROVISIONS.

RECITALS:

1. The City Council of the City of San Marcos, Texas, provided an opportunity for all interested persons to be heard at two public hearings, held on March 4, 2008 and on March 18, 2008, to consider the proposed annexation by the City of two tracts of land consisting of 563.199 and 13.069 acres, more or less, located on Staples Road in Hays and Guadalupe County, Texas (collectively the "Annexation Area"), consisting of all of the following tracts of property:
 - A. The 563.199 acre, more or less, tract of land described by metes and bounds in the attached Exhibit A.
 - B. The 13.069 acre, more or less, tract of land described by metes and bounds in the attached Exhibit B.
2. The eastern part of the tract described in Exhibit A is within the extraterritorial jurisdiction ("ETJ") of the City of Martindale. The City of Martindale, upon petition by the owner of the property, passed a resolution releasing the land from its ETJ. A copy of the City of Martindale Resolution releasing the land from its ETJ is attached as Exhibit C.
3. The City has received a petition for annexation from the owner(s) of the tract described in Exhibit A, a copy of which is attached as Exhibit D.
4. The tract described in Exhibit B consists of several parcels of land forming a contiguous utility easement over which the City has received consent to annexation through the documents attached hereto as Exhibits E1- E5
5. The Annexation Area has no permanent residents.
6. A notice of each of the public hearings was published in the San Marcos Daily Record, a newspaper having general circulation in the City and in the Annexation Area, on February 21, 2008 and February 28, 2008, these dates being on or after the 20th day and before the 10th day before the date of the respective hearings. A notice of each of the public hearings was also posted on the City's Internet website on or after the 20th day and before the 10th day before the date of the respective hearings, and these notices remained posted on the website until the dates of the respective hearings.

7. The proposed service plan was made available for inspection and explained to the residents, if any, of the Annexation Area at the public hearings.

8. The Annexation Area is contiguous and adjacent to the current boundaries of the City.

9. Notice of all meetings of, and all deliberations of, the City Council involving the annexation of the Annexation Area, including public hearings and the vote(s) on adoption of this ordinance, were done and performed in accordance with the Texas Open Meetings Law, TEX. GOV'T CODE ANN. Chapter 551, as amended.

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 Annexation Area is annexed to the City of San Marcos, Texas.

SECTION 3. The Service Plan for the Annexation Area, a copy of which is attached hereto as Exhibit F and incorporated herein for all purposes, is approved.

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

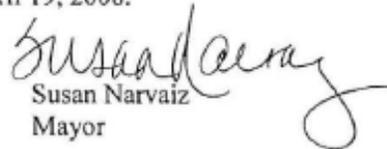
SECTION 5. The Annexation Area is a part of the City of San Marcos, Texas, and residents in it are entitled to all the rights and privileges of all citizens of the City, and are bound by the acts, ordinances, resolutions and regulations of the City.

SECTION 6. This Ordinance will take effect ten days after the date of its final passage, and the City Clerk will publish notice of its adoption in a newspaper of general circulation in the City.

PASSED on first reading on April 1, 2008.

PASSED on second reading on April 15, 2008.

PASSED, APPROVED AND ADOPTED on April 19, 2008.


Susan Narvaiz
Mayor

Attest:


Sherry Mashburn
City Clerk

Approved:


Michael J. Cosentino
City Attorney

Published in the San Marcos Daily Record on Tuesday, May 6, 2008.

FIELD NOTES DESCRIPTION

DESCRIPTION OF 563.199 ACRES OF LAND IN THE WM. A MATTHEWS SURVEY, AND THE B & G FULCHER LEAGUE, HAYS COUNTY AND GUADALUPE COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN TRACT OF LAND CALLED TO BE 563.797 ACRES DESCRIBED IN A DEED TO STEPHEN R. SMITH, ET AL OF RECORD IN VOLUME 2650, PAGE 435, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 563.199 ACRE TRACT OF LAND, AS SURVEYED BY LOOMIS AUSTIN, INC., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found in the northeast right-of-way line of F.M. Highway No. 621, at the west corner of the said 563.797 acre tract same being the south corner of that certain 532.212 acre tract of land designated as Tract 1 and described in a deed to B&B Family Partnership Ltd. of record in Document No. 9915749 of the Official Public Records of Hays County Texas, for the west corner and **POINT OF BEGINNING** of the tract described herein;

THENCE N 49° 10' 15" E, with the northwest line of the said 563.797 acre tract and with the southeast line of the said 532.212 acre tract, at a distance of 6,133.37 feet passing a 1/2-inch iron rod found 1.22 feet south of line, at a distance of 9,940.18 feet passing a 1/2-inch iron rod found at the east corner of the said 532.212 acre tract, same being the south corner of that certain 164.883 acre tract of land designated as Tract 2 and described in a deed to B&B Family Partnership Ltd. of record in Document No. 9915749 of the Official Public Records of Hays County, Texas, continuing with the southeast line of the said 164.883 acre tract at a distance of 11,354.97 feet passing a 1/2-inch iron rod, and continuing for a total distance of 12,434.81 feet to a calculated point in the southwest line of an area of uncertain title designated as the "Mexican Cemetery" in said deeds of record in Document No. 9915749 and Volume 2,650, Page 435, for a north corner of the tract described herein, from which a 1/2-inch iron rod found in the southwest line of the said "Mexican Cemetery", bears N 40° 49' 45" W a distance of 19.49 feet;

THENCE with north, west and south lines of the said 563.797 acre tract along the easterly limits of said cemetery, the following three (3) courses and distances:

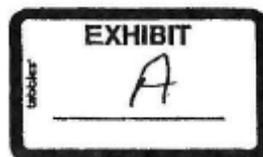
1. S 53° 31' 15" E, a distance of 118.04 feet to a calculated point for a re-entrant corner,
2. N 50° 02' 12" E, a distance of 370.64 feet to a calculated point for a re-entrant corner, and
3. N 53° 31' 15" W, a distance of 123.78 feet to a calculated point in the southeast line of the said 164.883 acre tract, for a west corner of the said 563.797 acre tract and the tract described herein;

THENCE N 49° 10' 15" E, with the south line of the said 164.883 acre tract a distance of 133.16 feet to a calculated angle point on the gradient boundary of the San Marcos River;

THENCE along the meanders of the gradient boundary of the San Marcos River, the following twenty-one (21) courses and distances:

1. S 71° 41' 54" E, a distance of 101.46 feet to a calculated angle point,

H:\Survey_FieldNotes\FN-0800s\FN0873(teb).doc



2. S 59° 40' 00" E, a distance of 60.62 feet to a calculated angle point,
3. S 61° 36' 10" E, a distance of 195.96 feet to a calculated angle point,
4. S 70° 00' 00" E, a distance of 26.00 feet to a calculated angle point,
5. S 45° 20' 20" E, a distance of 73.41 feet to a calculated angle point,
6. S 41° 13' 32" E, a distance of 102.82 feet to a calculated angle point,
7. S 15° 43' 57" E, a distance of 100.14 feet to a calculated angle point,
8. S 03° 53' 08" W, a distance of 49.67 feet to a calculated angle point,
9. S 45° 19' 47" W, a distance of 105.00 feet to a calculated angle point,
10. S 55° 40' 12" W, a distance of 203.14 feet to a calculated angle point,
11. S 00° 47' 06" W, a distance of 54.23 feet to a calculated angle point,
12. S 26° 11' 15" W, a distance of 54.04 feet to a calculated angle point,
13. S 00° 20' 09" W, a distance of 58.85 feet to a calculated angle point,
14. S 19° 18' 17" E, a distance of 100.53 feet to a calculated angle point,
15. S 20° 13' 52" E, a distance of 113.03 feet to a calculated angle point,
16. S 23° 46' 55" E, a distance of 140.30 feet to a calculated angle point,
17. S 37° 19' 18" E, a distance of 104.40 feet to a calculated angle point,
18. S 44° 01' 08" E, a distance of 133.10 feet to a calculated angle point,
19. S 36° 41' 54" E, a distance of 95.87 feet to a calculated angle point,
20. S 32° 03' 40" E, a distance of 125.18 feet to a calculated angle point,
21. S 31° 35' 15" E, a distance of 210.27 feet to a calculated point for the northern east corner of the said 563.797 acre tract, same being the north corner of that certain 1.04 acre tract of land described in a deed to Roy J. Hotz of record in Volume 1099, Page 0755 of the Official Public Records of Guadalupe County, Texas, for the northern east corner of the tract described herein, and

THENCE S 48° 49' 47" W, leaving said gradient boundary, with the southwest line of the said 563.797 acre tract, the northwest line of the said 1.04 acre tract, and the northwest line of that certain 0.50 acre tract of land described in a deed to Roy J. Hotz Jr. and Sarah C. Hotz of record in Volume 1914, Page 0710 of the Official Public Records of Guadalupe County, Texas, at a distance of 240.96 feet passing a ½-inch iron rod found at the west corner of the said 1.04 acre

H:\Survey\FieldNotes\FN-0800s\FN0873(teb).doc

tract, the north corner of the said 0.50 acre tract and a re-entrant corner of the said 563.797 acre tract, and continuing across the said 563.797 acre tract for a total distance of 346.82 feet to a ½-inch iron rod with plastic cap stamped "J.E. Garon RPLS 4303" found at the west corner of the said 0.50 acre tract, for a re-entrant corner of the tract described herein;

THENCE S 34° 09' 12" E, across the said 563.797 acre tract, with the southwest line of the said 0.50 acre tract, a distance of 206.19 feet to a ½-inch iron rod with plastic cap stamped "JE Garon RPLS 4303" found in the northwest line of that certain 365.86 acre tract of land described in a deed to Fred G. Dupuy of record in Volume 1311, Page 676 of the Official Public Records of Guadalupe County, Texas, at the south corner of the said 0.50 acre tract, for the southern east corner of the tract described herein;

THENCE S 49° 06' 56" W, with the southeast line of the said 563.797 acre tract, and the northwest line of the said 365.86 acre tract, at a distance of 1,609.48 feet passing a ¼-inch flared iron pipe found 9.95 feet north of line, at a distance of 8,954.20 feet passing a ½-inch iron rod found 0.2 feet north of line, at the west corner of the said 365.86 acre tract, same point being the north corner of that certain 8.85 acre tract described in a deed to Richard Davis et ux of record in Volume 734, Page 22 of the Official Public Records of Guadalupe County, Texas, at a distance of 9,409.01 feet to a disturbed concrete monument found 0.60 feet north of line, at the west corner of the said 8.85 acre tract, same point being the north corner line of that certain 49.872 acre tract described in a deed to Malcom Ray Scott in Volume 1048, Page 0692 of the Official Public Records of Guadalupe County, Texas, and continuing with the northwest line of the said 49.872 acre tract for a total distance of 11,984.17 feet to a Texas Department of Transportation Concrete Monument found in the northeast right-of-way line of said F.M. Highway 621, at the west corner of the said 49.872 acre tract, for the south corner of the tract described herein;

THENCE along the said F.M. 621 right-of-way line, the following three (3) courses and distances:

1. N 41° 19' 20" W, a distance of 1143.82 feet to a Texas Department of Transportation Type I Concrete Monument found for a point of curvature,
2. with the arc of a curve to the left having a radius of 5,773.79 feet, an arc distance of 352.70 feet, a chord bearing N 43° 12' 00" W, a distance of 352.65 feet, to a Texas Department of Transportation Type I Concrete Monument found for a point of tangency, and
3. N 44° 56' 03" W, a distance of 463.25 feet to the **POINT OF BEGINNING** and containing 563.199 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD 83, Grid.

LAI WORD FILE: FN0873(teb)

H:\Survey\FieldNotes\FN-0800s\FN0873(teb).doc

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

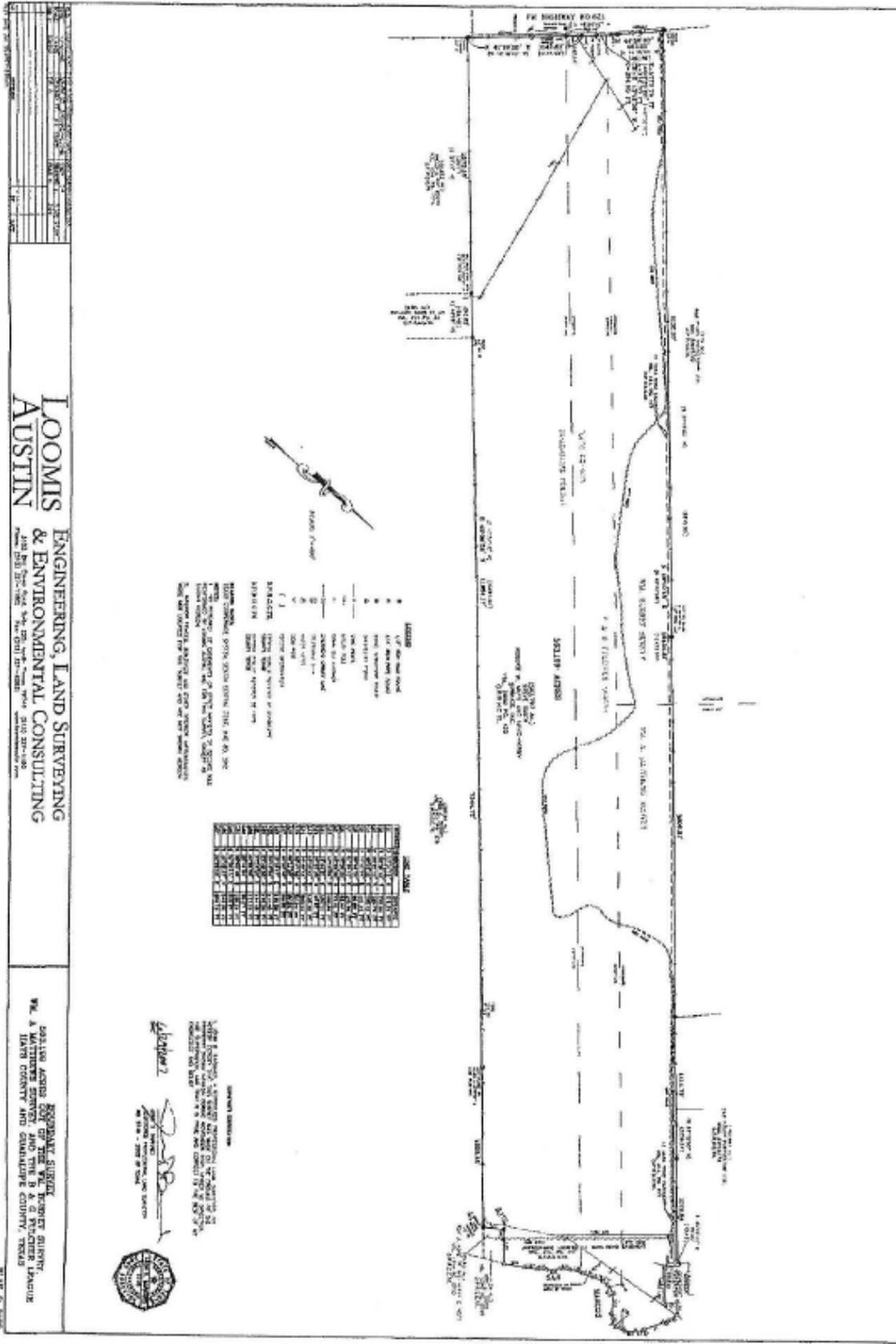
That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of November 2005, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas on this 21st of January, 2008, A.D.

Loomis Austin, Inc
Austin, Texas 78746




John D. Barnard
Registered Professional Land Surveyor
No. 5749 - State of Texas



ANNEXATION METES AND BOUNDS DESCRIPTION

DESCRIPTION OF 13.069 ACRES OF LAND IN THE BARNETT O. KANE SURVEY, A-281, THE JESSE W. WILSON SURVEY AND THE S.A. & M.C. R.R. CO. SURVEY, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A 43.40 ACRE TRACT OF RECORD IN VOLUME 2221, PAGE 204, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND DESCRIBED IN VOLUME 560, PAGE 396, DEEDS RECORDS OF HAYS COUNTY, TEXAS; BEING A PORTION OF LOT 1, BLOCK 2, R AND R SUBDIVISION, SECTION TWO, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN BOOK Q, PAGE 768, PLAT RECORDS OF HAYS COUNTY, TEXAS; BEING A PORTION OF A 156.350 ACRE TRACT OF RECORD IN VOLUME 1146, PAGE 825, DEED RECORDS OF HAYS COUNTY, TEXAS; BEING A PORTION OF A 100.00 ACRE TRACT OF RECORD IN VOLUME 173, PAGE 44, DEED RECORDS OF HAYS COUNTY, TEXAS; BEING A PORTION OF A 99.56 ACRE TRACT OF RECORD IN VOLUME 1346, PAGE 689, DEED RECORDS OF HAYS COUNTY, TEXAS; AND BEING A PORTION OF A 525.22 ACRE TRACT OF RECORD IN VOLUME 359, PAGE 870, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 13.069 ACRES BEING ALL OF THOSE PERMANENT EASEMENTS GRANTED TO THE CITY OF SAN MARCOS AS DESCRIBED AND RECORDED IN VOLUME 2664, PAGE 245; VOLUME 3205, PAGE 543; VOLUME 3217, PAGE 465; VOLUME 3217, PAGE 476; AND VOLUME 3217, PAGE 487, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the east right-of-way line of State Highway No. 123, said point being the southwest corner of the said 43.40 acre tract and the northwest corner of a tract of record in Volume 1886, Page 204, Deed Records of Hays County, Texas, for a corner and **POINT OF BEGINNING** of the tract described herein;

THENCE N 04°22'39" E, with the east right-of-way line of said Highway No. 123, a distance of 43.11 feet to a point for a corner of the tract described herein;

THENCE crossing the said 43.40 acre tract and said Lot 1, the following three (3) courses and distances:

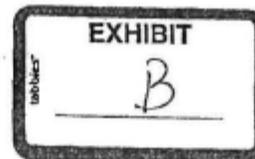
1. N 48°28'15" E, a distance of 1559.98 feet to an angle point,
2. N 48°29'51" E, a distance of 102.04 feet to an angle point in the southwest line of said Lot 1, and
3. N 48°29'51" E, a distance of 259.96 feet to a point in the northeast line of said Lot 1, same being the southwest right-of-way line of County Road No. 232 (a.k.a. Redwood Road) for a point on line of the tract described herein;

THENCE N 48°29'51" E, crossing County Road No. 232, a distance of 74.87 feet to a point in the northeast right-of-way line of County Road No. 232, same being the southwest line of the said 156.350 acre tract for a point on line of the tract described herein;

THENCE crossing said 156.350 acre tract, the following three (3) courses and distances:

1. N 48°29'51" E, a distance of 30.00 feet to a point for a corner of the tract described herein,

H:\Survey\ FieldNotes\FN-0800s\FN0831R2(teb).doc



2. S 41°38'16" E, a distance of 362.96 feet to a point for an interior corner of the tract described herein, and

3. N 60°42'55" E, a distance of 2717.84 feet to a point in the east line of the said 156.350 acre tract, same being the west line of a 195.677 acre tract of record in Volume 361, Page 24, Deed Records of Hays County, Texas, for a corner of the tract described herein;

THENCE S 41°13'56" E, with the east line of the said 156.350 acre tract and the east line of the said 100.00 acre tract, same being the west line of the said 195.677 acre tract and the west line of a tract of record in Volume 878, Page 325, Deed Records of Hays County, Texas, at a distance of 30.66 feet passing the northeast corner of the said 100.00 acre tract, same being the southeast corner of the said 156.350 acre tract, at a distance of 116.73 feet passing the southwest corner of the said 195.677 acre tract, same being the northwest corner of the said tract of record in Volume 878, Page 325, Deed Records of Hays County, Texas, and continuing for a total distance of 1647.29 feet to a point at the northeast corner of the said 99.56 acre tract, same being the southeast corner of the said 100.00 acre tract;

THENCE with the east line of the said 99.56 acre tract, same being the west line of the said tract of record in Volume 878, Page 325, Deed Records of Hays County, Texas, the following two (2) courses and distances:

1. S 41°01'51" E a distance of 272.36 feet to an angle point, and
2. S 40°34'02" E a distance of 1362.62 feet to a point in the north right-of-way line of County Road No. 266, at the southwest corner of the said tract of record in Volume 878, Page 325, Deed Records of Hays County, Texas, same being the southeast corner of the said 99.56 acre tract, for a point on line of the tract described herein;

THENCE S 40°34'02" E, crossing County Road No. 266, a distance of 66.35 feet to a point in the south right-of-way line of County Road No. 266, same being the north line of the said 525.22 acre tract for a point on line of the tract described herein;

THENCE crossing said 525.22 acre tract, the following seven (7) courses and distances:

1. S 40°34'02" E, a distance of 20.41 feet to an angle point,
2. N 60°57'22" E a distance of 1047.05 feet to an angle point,
3. N 60°53'41" E a distance of 1278.71 feet to a point for a corner of the tract described herein,
4. S 46°06'45" E, a distance of 20.92 feet to a point for an interior corner of the tract described herein,
5. N 60°54'06" E, a distance of 82.70 feet to an angle point,
6. N 52°25'03" E, a distance of 249.43 feet to an angle point, and

7. N 45°32'12" E, a distance of 293.70 feet to a point in a curve of the southwest right-of-way line of F.M. Highway No.621 for a corner of the tract described herein;

THENCE with the southwest right-of-way line of F.M. Highway No. 621, the following three (3) courses and distances:

1. with the arc of a curve to the right, having a radius of 955.00 feet, an arc distance of 392.77 feet and a chord of which bears S 61° 33' 51" E, a distance of 390.01 feet to a point of tangency,
2. S 48° 38' 02" E, a distance of 1228.85 feet to an angle point,
3. S 44° 48' 05" E, a distance of 862.40 feet to a point for an interior corner of the tract described herein,

THENCE N 49°10'15" E, crossing F.M. Highway No. 621, a distance of 79.12 feet to a ½-inch iron rod found in the northeast right-of-way line of F.M. Highway No. 621, at the south corner of that called 715 acre tract described in Doc. No. 9915749 of the Official Public Records of Hays County, Texas, same being the west corner of that called 563.797 acre tract described in Volume 2650, Page 435 of the Official Public Records of Hays County, Texas, for a northeast corner of the tract described herein;

THENCE with the northeast right-of-way line of F.M. Highway No. 621 and the southwest line of the said 563.797 acre tract, the following three (3) courses and distances:

1. S 44° 56' 03" E, a distance of 463.25 feet to a Texas Department of Transportation (TxDOT) Type I concrete highway monument found at a point of curvature,
2. with the arc of a curve to the right, having a radius of 5773.79 feet, an arc distance of 352.70 feet and a chord of which bears S 43° 12' 00" E, a distance of 352.65 feet to a Texas Department of Transportation (TxDOT) Type I concrete highway monument found at a point of tangency,
3. S 41° 19' 20" E, a distance of 1143.82 feet to a concrete monument found at the south corner of the said 563.797 acre tract, for the southeast corner of the tract described herein;

THENCE S 49°06'56" W, crossing F.M. Highway No. 621, a distance of 80.00 feet to a point in the southwest right-of-way line of F.M. Highway No. 621, for a southwest corner of the tract described herein;

THENCE N 41°19'20" W, with the southwest right-of-way line of F.M. Highway No. 621, a distance of 981.39 feet to a calculated point at the east corner of the said 525.22 acre tract from which a ½"-iron rod found bears S 48°49'31" W a distance of 0.39 feet, said calculated point being an interior corner of the tract described herein;

THENCE S 48° 49' 31" W, with the southeast line of the said 525.22 acre tract, a distance of 20.00 feet to a point for a south corner of the tract described herein;

THENCE crossing the said 525.22 acre tract, the following thirteen (13) courses and distances:

1. N 41° 19' 20" W, a distance of 161.66 feet to a point of curvature,

2. with the arc of a curve to the left, having a radius of 5673.79 feet, an arc distance of 346.48 feet and a chord of which bears N 43° 12' 02" W, a distance of 346.43 feet to a point of tangency,
3. N 44° 48' 05" W, a distance of 1330.71 feet to an angle point,
4. N 48° 38' 02" W, a distance of 1227.98 feet to a point of curvature, and
5. with the arc of a curve to the left, having a radius of 935.00 feet, an arc distance of 361.21 feet and a chord of which bears N 60° 51' 40" W, a distance of 358.96 feet to a point for an interior corner of the tract described herein;
6. S 45° 32' 55" W, a distance of 288.92 feet to an angle point,
7. S 52° 25' 03" W, a distance of 253.46 feet to an angle point,
8. S 60° 54' 06" W, a distance of 107.12 feet to a point for a corner of the tract described herein,
9. N 46° 06' 45" W, a distance of 20.91 feet to a point for a corner of the tract described herein,
10. S 60° 53' 41" W, a distance of 1256.53 feet to an angle point,
11. S 60° 57' 22" W, a distance of 1051.59 feet to a point on line,
12. S 60° 57' 22" W, a distance of 19.98 feet to a point for a corner of the tract described herein, and
13. N 40° 34' 02" W, a distance of 51.02 feet to a point in the south right-of-way line of County Road No. 266, for a point on line of the tract described herein;

THENCE N 40°34'02" W, crossing County Road No. 266, a distance of 66.33 feet to a point in the north right-of-way line of County Road No. 266, same being the south line of the said 99.56 acre tract for a point on line of the tract described herein;

THENCE crossing said 99.56 acre tract, the following two (2) courses and distances:

1. N 40°34'02" W, a distance of 1356.41 feet to an angle point, and
2. N 41°01'51" W, a distance of 278.29 feet to an angle point in the north line of the said 99.56 acre tract, same being the south line of the said 100.00 acre tract;

THENCE N 41°13'56" W crossing the said 100.00 acre tract, a distance of 1616.82 feet to a point in the north line of the said 100.00 acre tract, same being the south line of the said 156.350 acre tract, for an interior corner of the tract described herein;

THENCE S 60°42'55" W, with the north line of the said 100.00 acre tract, same being the south line of the said 156.350 acre tract, a distance of 2717.65 feet to a point in the northeast right-of-way line of County Road No. 232, at the southwest corner of the said 156.350 acre tract, same being the northwest corner of the said 100.00 acre tract, for a corner of the tract described herein;

13.069 acres
Barnett O. Kane Survey
Jesse W. Wilson Survey
S.A. & M.G. R.R. Co. Survey
Hays County, Texas

LAI Job No. 050705
FN0831R2(teb)
Page 5 of 11

THENCE N 41°38'16" W, with the northeast right-of-way line of County Road No. 232, same being the southwest line of the said 156.350 acre tract, a distance of 357.17 feet to a point for a corner of the tract described herein;

THENCE S 48°29'51" W, crossing County Road No. 232, a distance of 75.00 feet to a point in southwest right-of-way line of County Road No. 232, at the east corner of said Lot 1, for a point on line of the tract described herein;

THENCE S 48°29'51" W, with the south line of said Lot 1 and the south line of the said 43.40 acre tract a distance of 361.93 feet to an angle point;

THENCE S 48°28'15" W, with the south line of the said 43.40 acre tract a distance of 1590.93 feet to the **POINT OF BEGINNING**, and containing 13.069 acres of land more or less.

BEARING BASIS: Bearings and distances herein are recited from those permanent easements granted to The City Of San Marcos as described and recorded in Volume 2664, Page 245; Volume 3205, Page 543; Volume 3217, Page 465; Volume 3217, Page 476; and Volume 3217, Page 487, Official Public Records of Hays County, Texas, except for those calls which include a description of a found monument, which were surveyed on-the-ground. The bearing basis for the on-the-ground survey is the Texas Coordinate System, South Central Zone, NAD83. Grid.

LAI WORD FILE:

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that 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.

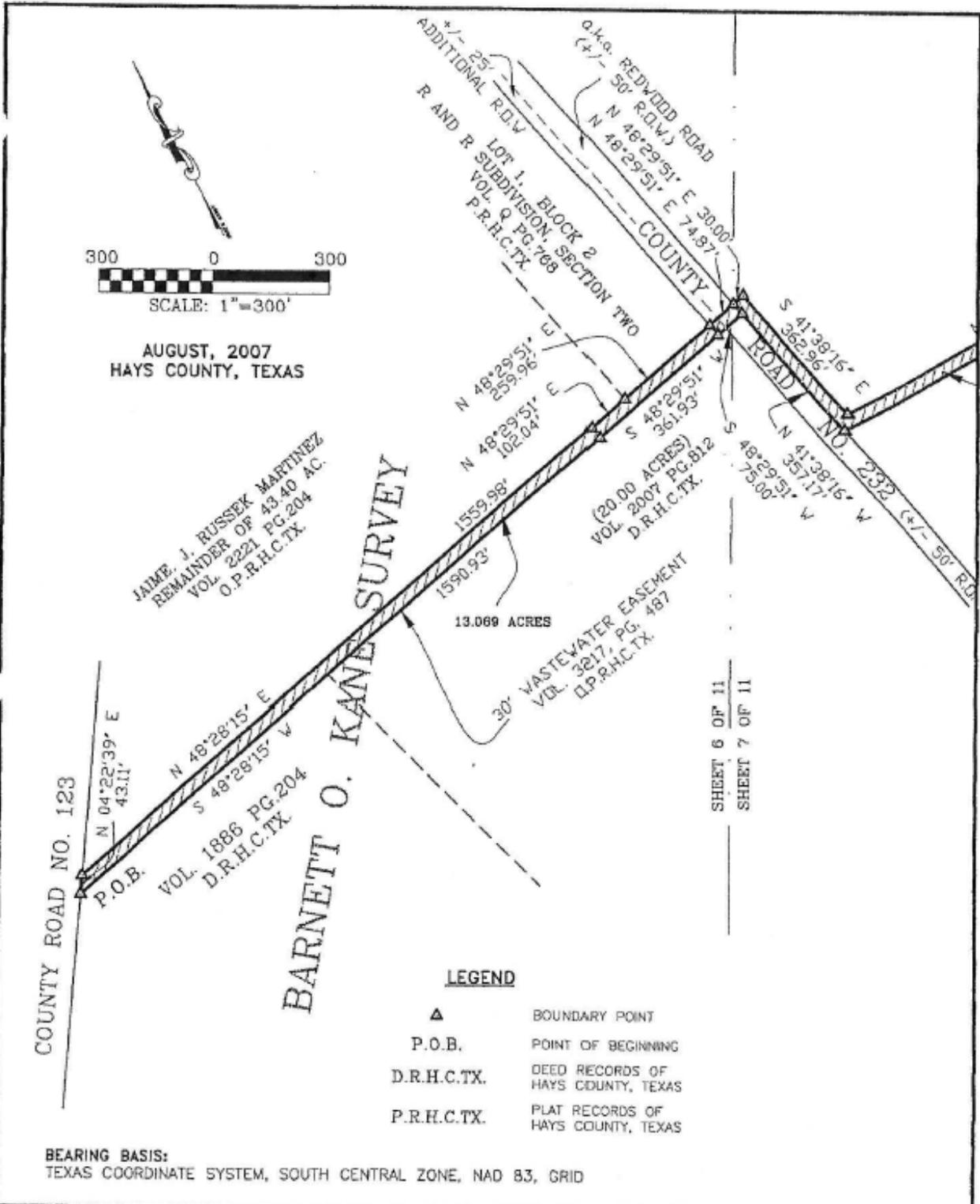
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas on this 21st of January 2008 A.D.

Loomis Austin, Inc.
Austin, Texas 78746




John D. Barnard
Registered Professional Land Surveyor
No. 5749, State of Texas

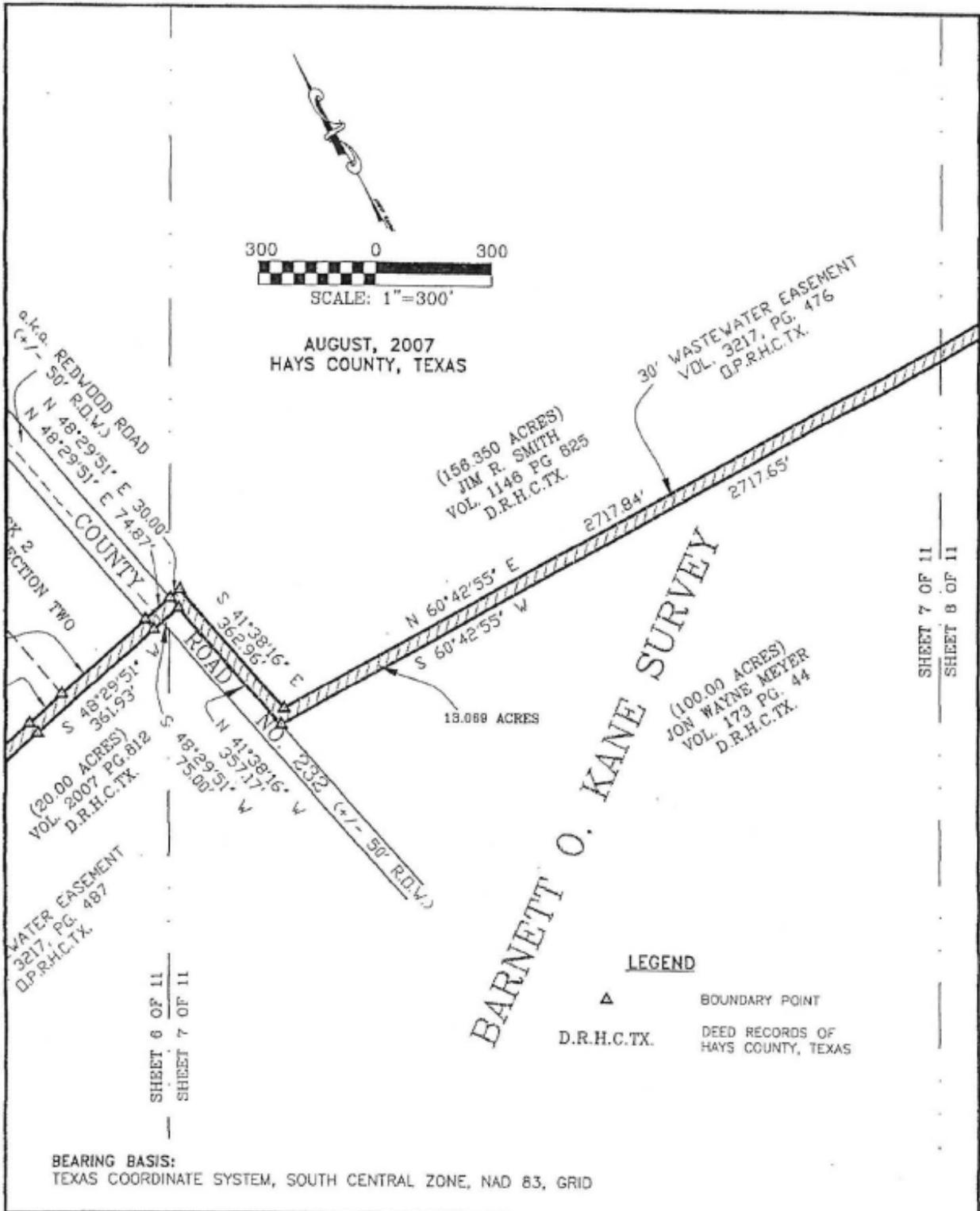
H:\Survey\FieldNotes\FN-0800s\FN0831R2(teb).doc



LOOMIS AUSTIN ENGINEERING, LAND SURVEYING & ENVIRONMENTAL CONSULTING
 3103 Bee Caves Road, Suite 225; Austin Texas 78746
 Phone: (512) 327-1180; Fax: (512) 327-4082; www.loomisaustin.com

SKETCH TO ACCOMPANY
 FIELD NOTES
 FN0831R2(teb)
 PAGE 6 OF 11

FILE: H:\Survey\Mayo-Smith\FloodStudy\Work\HILLERT_combined_ease_11-20-07.dwg
 DATE: Jan 03, 2008-4:15pm



**LOOMIS
 AUSTIN**

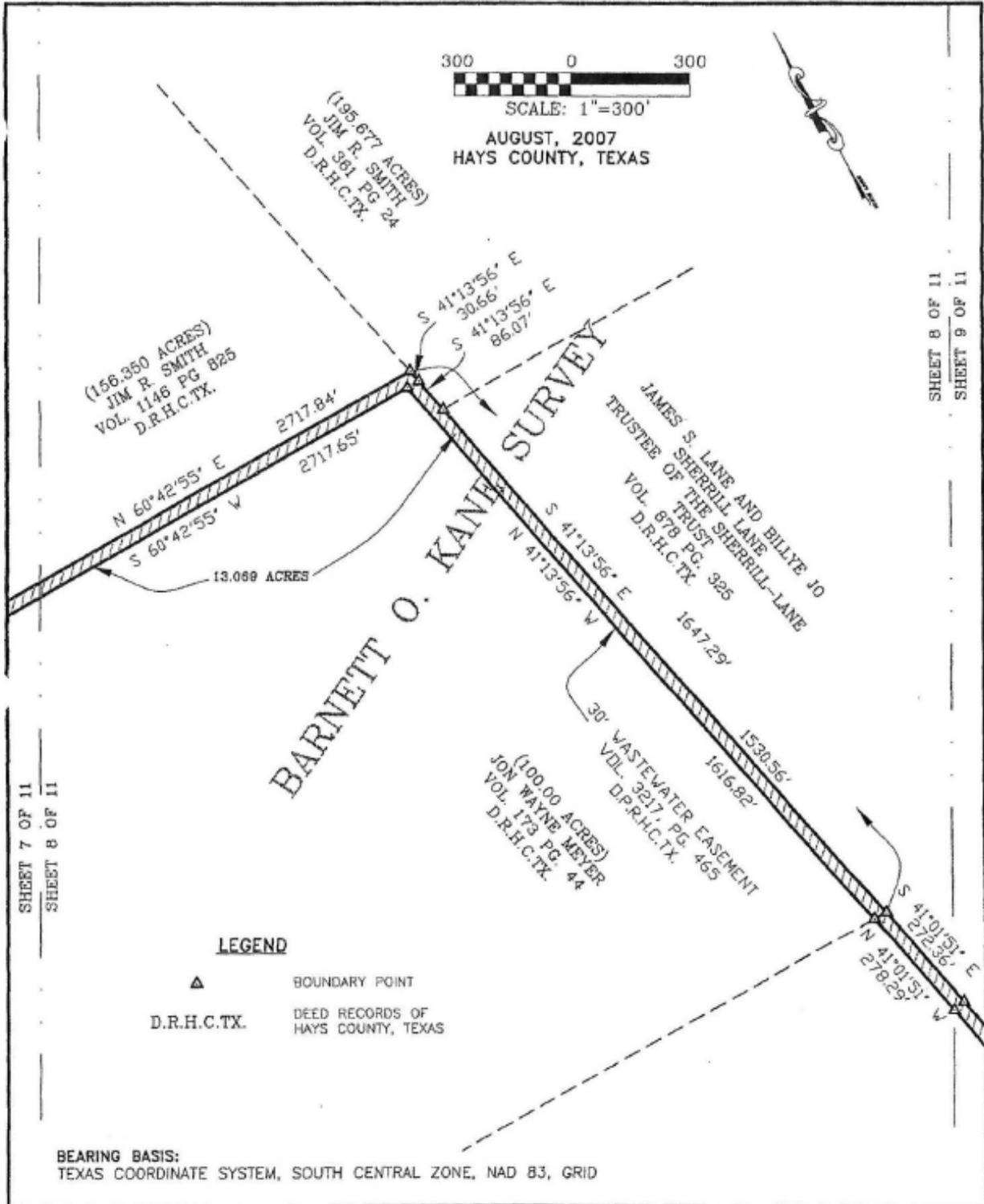
ENGINEERING, LAND SURVEYING
 & ENVIRONMENTAL CONSULTING

3103 Bee Caves Road, Suite 225; Austin Texas 78746
 Phone: (512) 327-1180; Fax: (512) 327-4062; www.loomisaustin.com

SKETCH TO ACCOMPANY
 FIELD NOTES
 FN0831R2(teb)

PAGE 7 OF 11

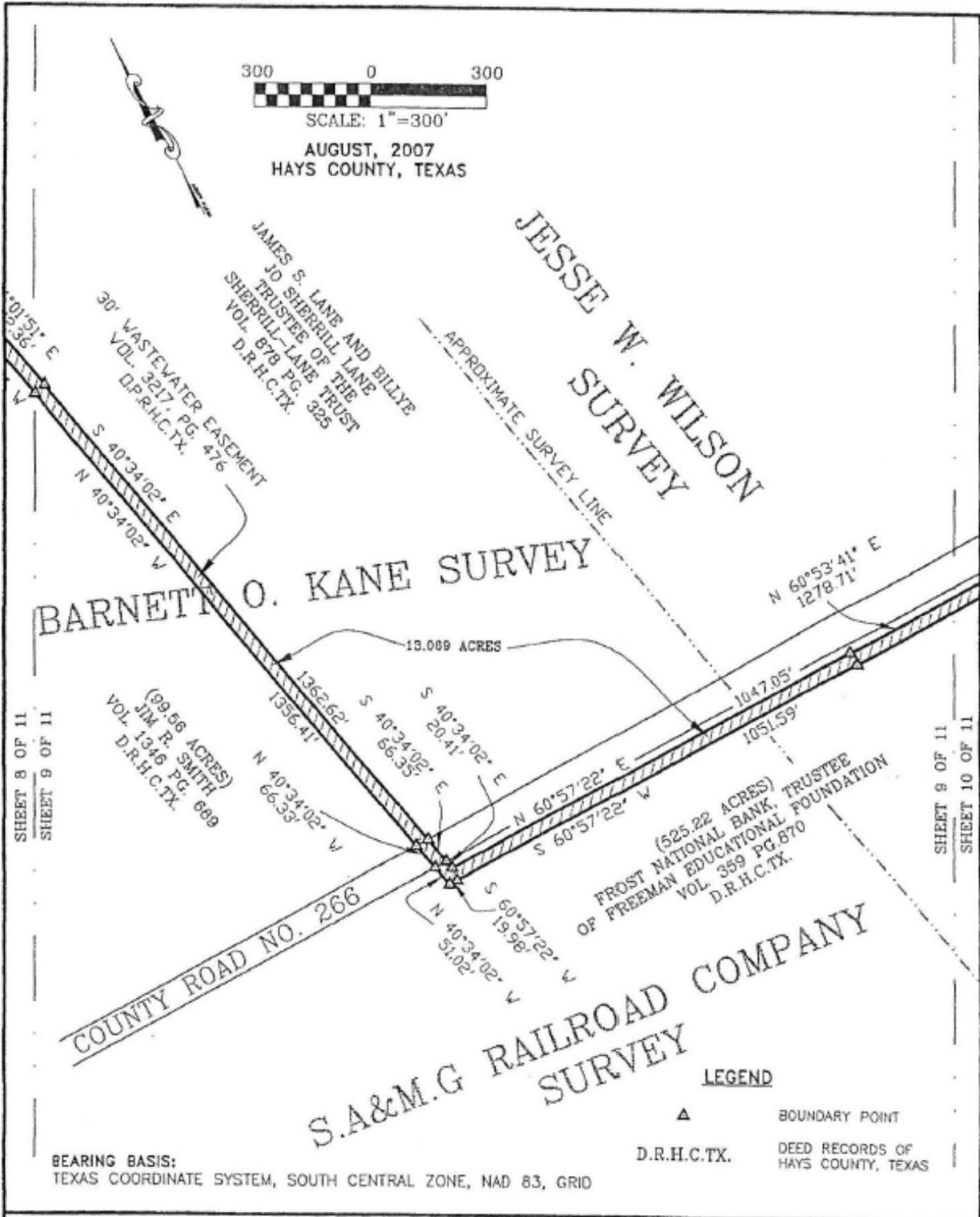
FILE: K:\Survey\Mapa-Sm\thefloodStudy\Work\HILLERT_combined_ease_11-20-07.dwg
 DATE: Jan 03, 2008 4:15pm



LOOMIS AUSTIN ENGINEERING, LAND SURVEYING & ENVIRONMENTAL CONSULTING
3103 Bee Caves Road, Suite 225; Austin Texas 78746
Phone: (512) 327-1180; Fax: (512) 327-4062; www.loomisaustin.com

SKETCH TO ACCOMPANY FIELD NOTES
FN0831R2(teb)
PAGE 8 OF 11

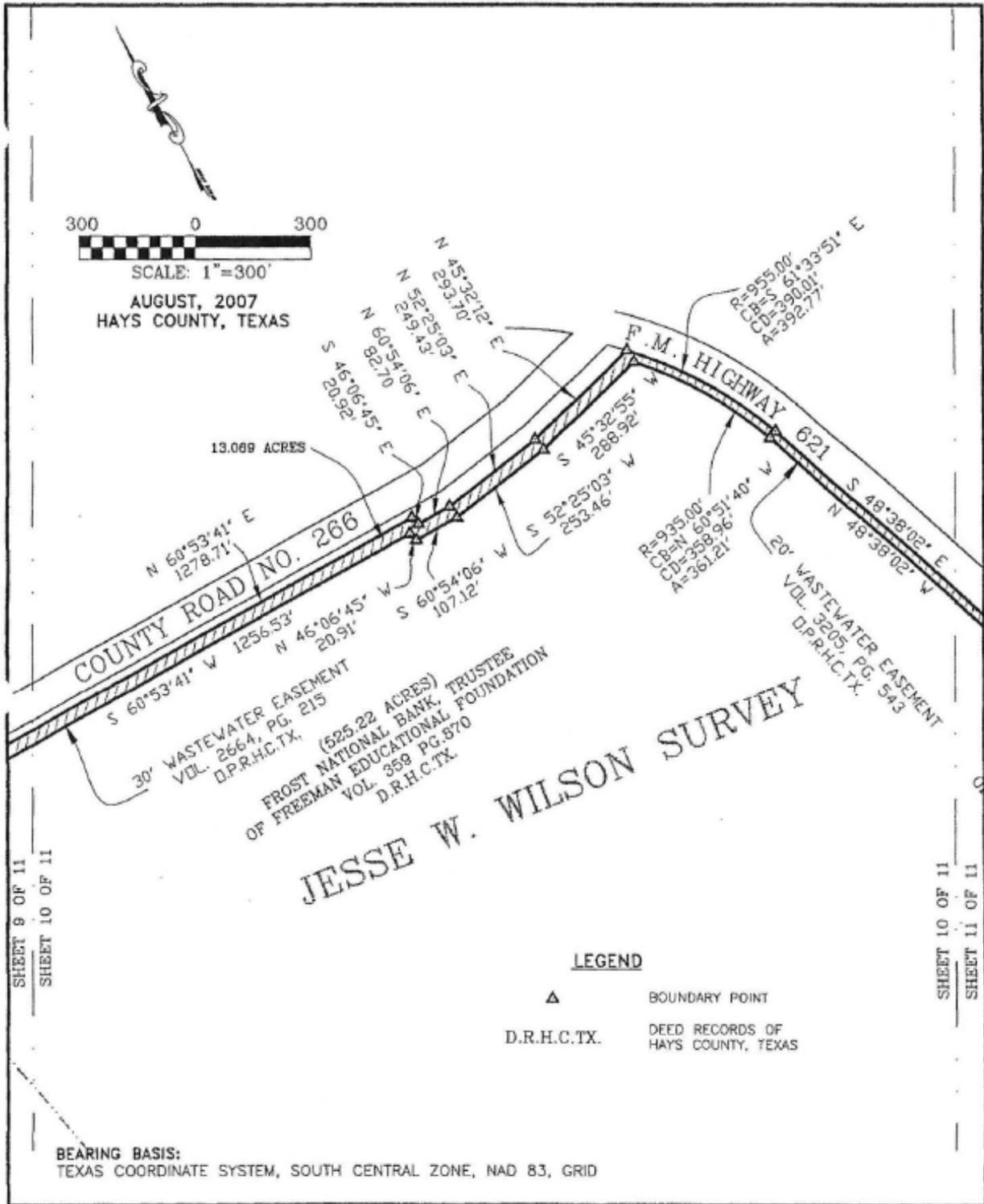
FILE: H:\Survey\Mayo-Smith\FloodStudy\Work\HELLERT_combined_ease_11-20-07.dwg
DATE: Jan 03, 2008-4:15pm



LOOMIS AUSTIN ENGINEERING, LAND SURVEYING & ENVIRONMENTAL CONSULTING
3103 Bee Caves Road, Suite 225; Austin Texas 78746
Phone: (512) 327-1180; Fax: (512) 327-4062; www.loomisAustin.com

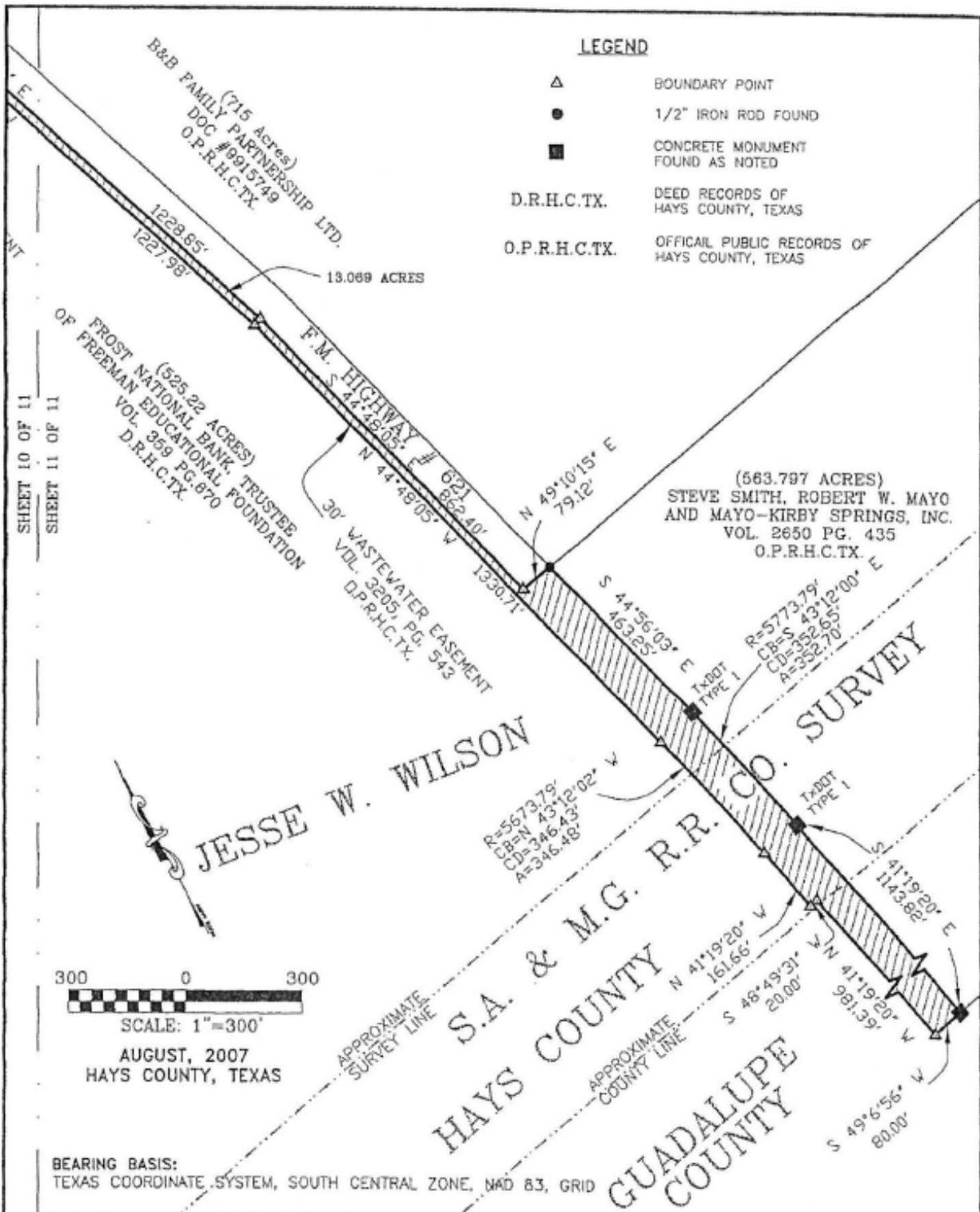
SKETCH TO ACCOMPANY FIELD NOTES FN0831R2(teb)
PAGE 9 OF 11

FILE: H:\Survey\Maya-Smith\FloodStudy\Work\HILLERT_combined_ease_11-20-07.dwg
DATE: Jan 03, 2008-4:16pm



LOOMIS AUSTIN	ENGINEERING, LAND SURVEYING & ENVIRONMENTAL CONSULTING 3103 Bee Coves Road, Suite 225; Austin Texas 78746 Phone: (512) 327-1180; Fax: (512) 327-4052; www.loomisAustin.com	SKETCH TO ACCOMPANY FIELD NOTES FN0831R2(teb) PAGE 10 OF 11
--------------------------	---	---

FILE: H:\Survey\Mayo-Smith\FloodStudy\Work\HILLERT_combined_ease_11-20-07.dwg
 DATE: Jan 03, 2008-4:16pm



LEGEND

- △ BOUNDARY POINT
- 1/2" IRON ROD FOUND
- CONCRETE MONUMENT FOUND AS NOTED
- D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS

SHEET 10 OF 11
SHEET 11 OF 11



AUGUST, 2007
HAYS COUNTY, TEXAS

BEARING BASIS:
TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83, GRID

LOOMIS AUSTIN ENGINEERING, LAND SURVEYING & ENVIRONMENTAL CONSULTING
3103 Bee Coves Road, Suite 225; Austin Texas 78746
Phone: (512) 327-1180; Fax: (512) 327-4062; www.loomisAustin.com

SKETCH TO ACCOMPANY FIELD NOTES
FN0831R2(teb)
PAGE 11 OF 11

FILE: H:\Survey\Mayo-SmitnFloodStudy\Work\MILLERT_combined_ease_11-20-07.dwg
DATE: Jan 03, 2008 - 4:15pm

RESOLUTION NO. 2007-R-235

WHEREAS, The Anderson Group, owner, has requested the City of Martindale to release from its extraterritorial jurisdiction, ("ETJ"), the easternmost edge of the 563.199 acres comprising the territory commonly known as the Hillert Tract, and identified on the map attached as Exhibit "A" to this resolution, because, as owners of this property, they have requested annexation of the entire 563.199 acre Hillert Tract into the city limits of City of San Marcos; and

WHEREAS, the City of Martindale, as evidenced by the unanimous vote at its regular city council meeting on November 6, 2007, has no objection to the release of this ETJ area to be annexed into the city limits of San Marcos; and

WHEREAS, principals of sound regional cooperation incline the Martindale City Council to give due respect and consideration to the development concerns of Martindale's neighbor cities; and

WHEREAS, Section 42.023 of the Texas Local Government Code authorizes the City Council to release territory from the City of Martindale's extraterritorial jurisdiction by resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARTINDALE:

The easternmost edge of the 563.199 acre territory known as the Hillert Tract, identified on the map attached as Exhibit "A" to this resolution, which falls within the ETJ of the City of Martindale, is hereby released from the City of Martindale's extraterritorial jurisdiction under authority of Section 42.023 of the Texas Local Government Code; provided however, that the area is released only upon the condition that it shall become a part of the complete tract to be annexed into the city limits of San Marcos.

BE IT FURTHER RESOLVED:

The Mayor of Martindale or her designee is authorized and directed to revise the City of Martindale's map of its extraterritorial jurisdiction to reflect the release of the territory identified on the map attached as Exhibit "A" to this resolution.

BE IT FURTHER RESOLVED:

The City Manager or her designee is authorized and directed to apply to the Texas Commission on Environmental Quality to remove the area from Martindale's water and wastewater Certificates of Convenience and Necessity service area.



APPROVED BY THE CITY COUNCIL FOR THE CITY OF
MARTINDALE, TEXAS, in its meeting held on the 20th day of
November, 2007, and executed by its authorized representative.

CITY OF MARTINDALE, TEXAS

By: *Patricia Petersen*
Mayor

ATTEST:

Beth Hsu
City Secretary

NOTE - FOR REMAINDER OF ANNEXATION ORDINANCE PLEASE SEE:
<https://www.dropbox.com/s/egaeiyqpc4gno75/City%20Ordinance%202008-16%20re%20Annexation.pdf?dl=0>

EXHIBIT "E" (page 2)

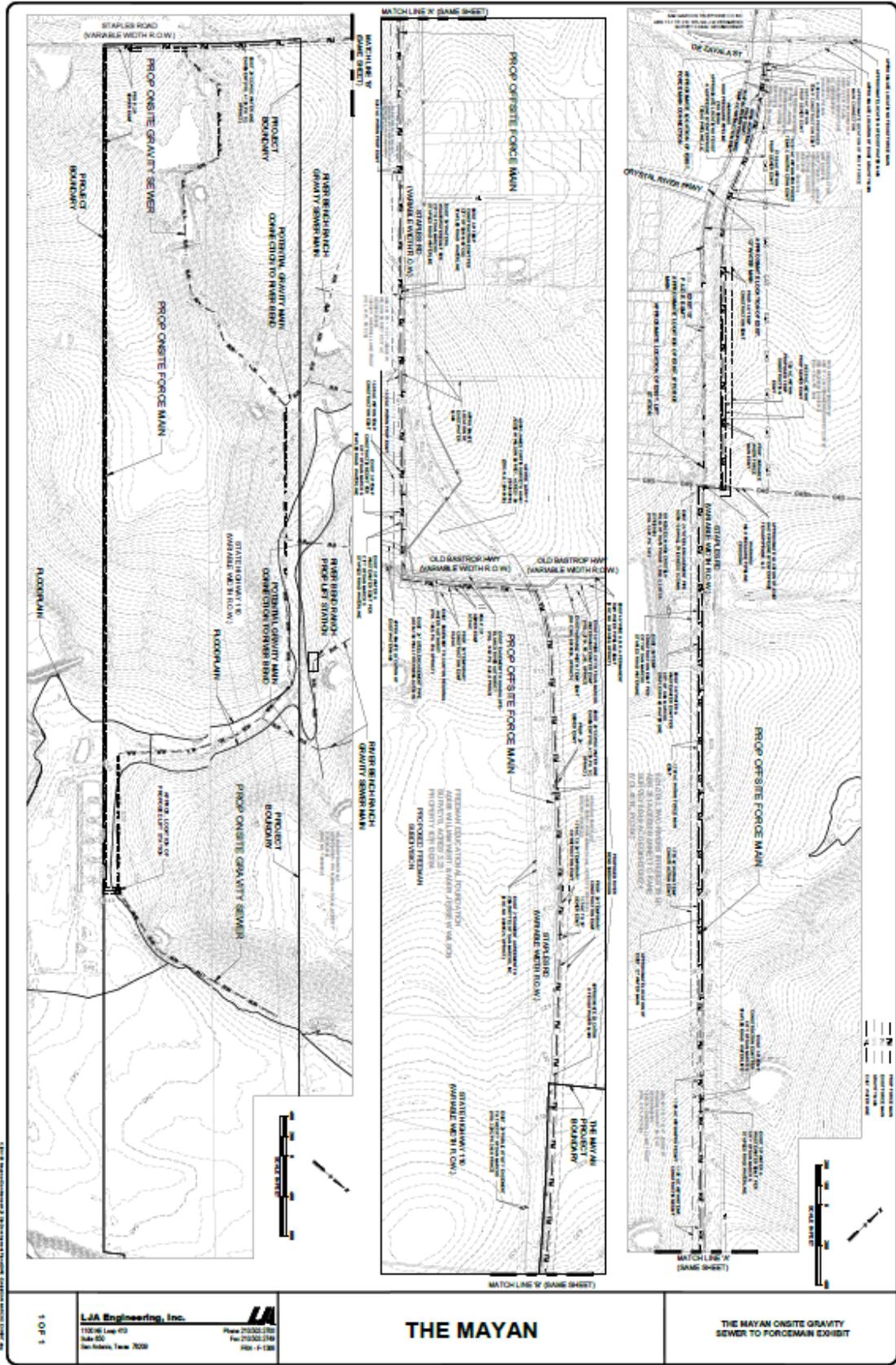


EXHIBIT "E" (page 3)

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
FOR
ULTIMATE CONDITIONS - LIFT STATION & FORCE MAIN @ 9680 LUE'S
April 29, 2020

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
<i>Lift Station Improvements</i>					
1	Mobilization	LS	1	11%	\$ 1,168,421.74
2	Insurance & Bond	LS	1	3%	\$ 318,660.48
3	Preparing Right-of-Way	LS	1	4%	\$ 424,880.63
4	6" DR13.5 HDPE Force Main #1	LF	22465	\$ 40.00	\$ 898,600.00
5	6" DR13.5 HDPE Force Main #2	LF	22465	\$ 40.00	\$ 898,600.00
6	12" DR13.5 HDPE Force Main #3	LF	22465	\$ 100.00	\$ 2,246,500.00
7	20" DR13.5 HDPE Force Main #4	LF	22465	\$ 150.00	\$ 3,369,750.00
8	Air Release Valve	EA	20	\$ 2,500.00	\$ 50,000.00
9	Trench Excavation Safety Protection	LF	89860	\$ 1.00	\$ 89,860.00
10	Force Main Tie-In	EA	4	\$ 2,000.00	\$ 8,000.00
11	Sanitary Sewer Manhole	EA	5	\$ 4,500.00	\$ 22,500.00
12	30'Hx20'D Cast-In-Place Wet Well	LS	1	\$ 750,000.00	\$ 750,000.00
13	Submersible Pumps	EA	3	\$ 100,000.00	\$ 300,000.00
14	Site Pavement	LS	1	\$ 30,000.00	\$ 30,000.00
15	Concrete Driveway	LS	1	\$ 15,000.00	\$ 15,000.00
16	Structural Slabs	LS	1	\$ 100,000.00	\$ 100,000.00
17	Earthwork	LS	1	\$ 50,000.00	\$ 50,000.00
18	Fencing & Gates	LS	1	\$ 20,000.00	\$ 20,000.00
19	Electrical Service, Control Panels, & SCADA Tower	LS	1	\$ 500,000.00	\$ 500,000.00
20	Yard Piping, Wet Well Piping, Valves, & Fittings	LS	1	\$ 150,000.00	\$ 150,000.00
21	Water Service	EA	1	\$ 1,200.00	\$ 1,200.00
22	Backup Power Generator	EA	1	\$ 80,000.00	\$ 80,000.00
23	Temporary Construction Esm't	AC	15.5	\$ 7,500.00	\$ 116,250.00
24	Water Easement	AC	18.1	\$ 15,000.00	\$ 270,755.85
25	Easement Acquisition (35'-Wide)	LS	1	\$ 500,000.00	\$ 500,000.00
26	Canopy for Control Panels	LS	1	\$ 25,000.00	\$ 25,000.00
27	Odor Control Appurtenances	LS	1	\$ 30,000.00	\$ 30,000.00
28	Miscellaneous Appurtenances	LS	1	\$ 100,000.00	\$ 100,000.00
29	Driveway Crossings	EA	11	\$ 1,000.00	\$ 11,000.00
30	Bore & Casing 12"	LF	500	\$ 300.00	\$ 150,000.00
31	Bore & Casing 24"	LF	250	\$ 400.00	\$ 100,000.00
32	Bore & Casing 42"	LF	250	\$ 600.00	\$ 150,000.00
33	3-Phase Services	LS	1	\$ 500,000.00	\$ 500,000.00
<i>Gravity Main Improvements</i>					
33	8" Sewer Main (Trunk Line)	LF	6411	\$ 40.00	\$ 256,440.00
34	21" SDR26 Sewer Main (Trunk Line)	LF	1330	\$ 125.00	\$ 166,250.00
35	24" SDR26 Sewer Main (Trunk Line)	LF	4772	\$ 200.00	\$ 954,400.00
36	Gravity Manholes	EA	37	\$ 4,500.00	\$ 166,500.00
	Contingency	LS	1	20%	\$ 2,997,713.74
	Engineering	LS	1	10%	\$ 1,498,856.87
ULTIMATE SEWERSHED TOTAL LIFT STATION IMPROVMENTS					\$19,485,139.32

This is an estimate only. Actual "Oversizing Cost" will be calculated after bids are awarded and work is completed based on actual cost per LUE of service.

LJA Engineering, Inc. does not warrant or guarantee this "estimated cost" as an "actual cost" and/or if an "actual Construction Cost" is required, and/or desired then construction bids should be obtained from appropriate sources. This estimate is being supplied for the applicable municipality only and no representations, warranties, or guarantees are rendered hereby to any other person or entity specifically including, but not limited to, any mortgagor or lending institution.

PREPARED BY:
LJA ENGINEERING, INC.
Texas Board of Professional Engineers Registration # F-1386

APPROVED BY:

construction of the improvements within the District to provide such sewer service and other improvements. The proposed District and its projects appear feasible, necessary, and will be a benefit to the land within the District, City, and surrounding areas. After construction, the sewer improvements identified on Exhibit “B” will be dedicated to the City to become part of, and operated under, the City’s sanitary sewer system, and the rules and regulations of the City related to such service. The dedication of improvements to the City will be subject to the City’s inspection and approval prior to acceptance.

**ARTICLE IV
ESTIMATED COSTS**

The estimated costs of the sewer improvements proposed to constructed in the District, and financed using bonds issued under Chapter 372, is \$19,485,139.32 (plus interest and cost of issuance); and the itemized estimated costs therefore are further detailed on the Opinion of Probable Cost attached hereto as Exhibit “B”. The District may undertake other improvements as required as provided pursuant to Chapter 372.

**ARTICLE V
DISTRICT BOUNDARIES**

The District shall contain an area of approximately 1,816.29 acres of land, being more specifically identified in Exhibit “A”. The District is situated within the corporate limits and extraterritorial jurisdiction of the City. All the land proposed to be included may properly be included within the District. None of the land proposed to be included within the District is within the corporate boundaries or extraterritorial jurisdiction of any other municipality. The boundaries of the proposed District are depicted in the map and identified by Hays and Guadalupe County Appraisal District Parcel ID Numbers on Exhibit “A”, which is attached hereto and incorporated herein for all purposes.

**ARTICLE VI
METHOD OF ASSESSMENT; ASSESSABLE PROPERTY**

Petitioners request that the City impose within the District an assessment based on the per \$100 appraised valuation as reflected in the official tax rolls of Hays and Guadalupe County Appraisal Districts, for the year of each respective assessment, in an amount necessary to satisfy the budget of the District (anticipated to initially total \$0.10 per \$100 of the aforementioned valuation); provided, however: (a) that this method of assessment may be changed by the Board to a per living unit equivalent (“LUE”) basis, with the assessment per LUE being equal to the product of the total improvement cost actually constructed divided by the total number of LUEs of capacity created by said improvements (plus pro rata interest costs), with each benefited property being assessed according to the number of LUEs of capacity it requires (the “alternative Assessment Method”). If the above methodology for imposing assessments within public improvement districts is ever invalidated under applicable Texas law, the City shall be permitted to implement a substitute assessment methodology that is permissible under applicable Texas law and most closely approximates the funding result of the then-invalidated methodology.

Petitioners request that the following classes of assessable property be excluded from the assessment rolls: Any property which is 100% exempt from ad valorem taxation according to the respective official tax roll of Hays and Guadalupe Counties.

Petitioners request that the following classes of assessable property be included in the assessment rolls: All property identified on Exhibit “A” which is not 100% exempt from ad valorem taxation according to the respective official tax roll of Hays and Guadalupe Counties.

**ARTICLE VII
APPORTIONMENT OF COSTS**

Except as hereafter described, assessments collected within the District shall represent the sole source of funds to pay all costs of construction of the improvements, and interest thereon, within the District that are the subject of this Petition. No costs are to be apportioned to the City.

**ARTICLE VIII
ADVISORY & MANAGEMENT**

Pursuant to Chapter 372 no advisory body will be established by the City. The District will be managed by the private sector acting in the form of a three member board (described below) which develop the improvement plan and submit it to the governing body of the City for approval as required by Chapter 372. Petitioners request that the operations of the District be managed by the Board of Directors having three (3) members (the "Board") that the City appoints at the time it adopts the Resolution creating the District, in compliance with Sections 372.005(6) and 372.008 of Chapter 372, as set forth in Article X, below.

**ARTICLE IX
DISTRICT REQUEST**

Pursuant to Section 372.005 (7) of Chapter 372, the property owners acting through the individuals signing this Petition hereby request the City to establish of the District, and concur with the creation of the District both individually and on behalf of the entities which they represent.

**ARTICLE X
APPOINTMENT OF DIRECTORS**

Petitioners request that the City appoint three (3) individuals nominated by the Petitioners, at the time that the City creates the District, who are qualified under Subsection 372.008(b) of Chapter 372, to serve as Directors of the Board, and charge such Board with the responsibility of preparing the service plan under Section 372.013 of Chapter 372 and of management of the District pursuant to Article III above. The three (3) individuals nominated by Petitioners and representing property owners in the District, to be appointed by the City to the Board shall be one person nominated in writing by of the following property owners:

1. The Mayan at San Marcos River, LLC;
2. HK Baugh Ranch, LLC; and
3. Freeman Educational Foundation.

Each of the above property owners shall submit their nomination to the City Clerk, in writing, no later than September 5th, 2020. In the event a Director appointed by the City is no longer willing or able to serve, the property owner that nominated that Director shall submit a nomination to the City Clerk, in writing, nominating a successor person as Director. In the event a Petitioner conveys its property to a successor, the successor shall have the right to nominate the Director.

**ARTICLE XI
GENERAL PROVISIONS.**

Petitioners pray that this Petition be heard and acted upon by the City Council of San Marcos, Texas on or before September 30, 2020; that a notice of the hearing be published in a newspaper of general circulation at least 15 days prior to the hearing date; and that the Council make

findings, and approve and adopt a resolution creating the Staples Road Public Improvement District, in the manner specified in Chapter 372, Texas Local Government Code, as amended. The Petitioners intend for this document to be signed and filed with the City Clerk electronically pursuant to Chapter 322 of the Texas Business and Commerce Code.

RESPECTFULLY SUBMITTED this 1st day of September, 2020

MAYAN AT SAN MARCOS RIVER, LLC,
a Texas limited liability company

By: 
5E9840F35D1B462...

Name: David L. Earl

Title: Manager

By: 
17414FBCD1F1410...

Name: Gerald Bennett

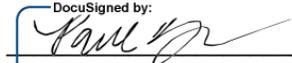
Title: Manager

By: 
3BF2741FC8D4410...

Name: Todd Burek

Title: Manager

HK REAL ESTATE DEVELOPMENT, LLC, a Texas limited liability company

By: 
9F060AF437B3491...

Name: Paul W. Kuo

Title: Manager

FREEMAN EDUCATIONAL FOUNDATION

By: 
9F060AF437B3491...

Name: Paul W. Kuo

Title: Authorized Representative

THIS PETITION SHALL BE FILED ELECTRONICALLY BY EMAILING THE FULLY EXECUTED DOCUMENT TO THE CITY CLERK AT cityclerk@sanmarcostx.gov PURSUANT TO SECTION 372.005(C) OF CHAPTER 372 AND SECTION 322.007 OF THE TEXAS BUSINESS & COMMERCE CODE.

EXHIBIT "A" BOUNDARIES OF THE PROPOSED DISTRICT

STAPLES ROAD PUBLIC IMPROVEMENT DISTRICT						
Boundaries and Property Included Within District						
TRACT	COUNTY	APPRAISAL DIST. ID. NO.	PROPERTY OWNER	OWNER ADDRESS	APPRAISED VALUE	ACRES
6	HAYS	R10488	ISHLER, DEREK	2218 STAPLES RD, SAN MARCOS, TX 78666	\$ 81,040.00	1.921645224
7	HAYS	R85437	ISHLER, DEREK	2218 STAPLES RD, SAN MARCOS, TX 78666	\$ 140,010.00	1.8
8	HAYS	R119855	TOMBLIN HOLDINGS LTD	2011 FM 621, SAN MARCOS, TX 78666	\$ 610,260.00	40.776
9	HAYS	R10495	ALEXANDER, MARY J DAVIS	500 DAVIS RANCH RD, SAN MARCOS, TX 78666-1402	\$ 436,900.00	55.8
10	HAYS	R10497	ALEXANDER, MARY J DAVIS	500 DAVIS RANCH RD, SAN MARCOS, TX 78666-1402	\$ 292,940.00	36.2
11	HAYS	R10504	ALEXANDER, MARY J DAVIS	500 DAVIS RANCH RD, SAN MARCOS, TX 78666-1402	\$ 349,280.00	0.4
12	HAYS	R16585	ALEXANDER, MARY J DAVIS	500 DAVIS RANCH RD, SAN MARCOS, TX 78666-1402	\$ 116,470.00	17
15	HAYS	R16583	HK BAUGH RANCH LLC	24607 FAIRWAY SPGS, SAN ANTONIO, TX 78260	\$ 2,886,220.00	213.596
16	HAYS	R70337	HK BAUGH RANCH LLC	24607 FAIRWAY SPGS, SAN ANTONIO, TX 78260	\$ 1,621,340.00	119.988
17	HAYS	R70338	HK BAUGH RANCH LLC	24607 FAIRWAY SPGS, SAN ANTONIO, TX 78260	\$ 1,044,660.00	7
18	HAYS	R70350	HK BAUGH RANCH LLC	24607 FAIRWAY SPGS, SAN ANTONIO, TX 78260	\$ 152,480.00	9.905
19	HAYS	R70351	HK BAUGH RANCH LLC	24607 FAIRWAY SPGS, SAN ANTONIO, TX 78260	\$ 184,100.00	1
20	HAYS	R133631	CEMENTERIO DEL RIO	FM 621, SAN MARCOS, TX 78666	NA	2.08
21	HAYS	R19015	FREEMAN EDUCATIONAL FOUNDATION	% FROST NATIONAL BANK TRUST, P O BOX 2950, SAN ANTONIO, TX 78299-2950	\$ 2,007,010.00	99.0201
22	HAYS	R20294	FREEMAN EDUCATIONAL FOUNDATION	% FROST NATIONAL BANK TRUST, P O BOX 2950, SAN ANTONIO, TX 78299-2950	\$ 4,149,520.00	204.7248
23	HAYS	R130384	FREEMAN EDUCATIONAL FOUNDATION	% FROST NATIONAL BANK TRUST, P O BOX 2950, SAN ANTONIO, TX 78299-2950	\$ 65,470.00	3.23
23	HAYS	R151625	HAYS COUNTY	111 E SAN ANTONIO ST, SITE 101, SAN MARCOS, TX 78666	NA	45.42
24	HAYS	R151604	HAYS COUNTY	111 E SAN ANTONIO ST, SITE 101, SAN MARCOS, TX 78666	NA	21.14
25	HAYS	R151608	HAYS COUNTY	111 E SAN ANTONIO ST, SITE 101, SAN MARCOS, TX 78666	NA	32.757
26	HAYS	R13041	MAYAN AT SAN MARCOS RIVER LLC	22711 FOSSIL PEAK, SAN ANTONIO, TX 78261-3022	\$ 286,630.00	25.7636
27	HAYS	R16386	MAYAN AT SAN MARCOS RIVER LLC	22711 FOSSIL PEAK, SAN ANTONIO, TX 78261-3022	\$ 555,000.00	52.0043
28	HAYS	F92442	MAYAN AT SAN MARCOS RIVER LLC	22711 FOSSIL PEAK, SAN ANTONIO, TX 78261-3022	\$ 1,101,380.00	103.1999
29	HAYS	R151617	MAYAN AT SAN MARCOS RIVER LLC	22711 FOSSIL PEAK, SAN ANTONIO, TX 78261-3022	\$ 664,130.00	35.3146
30	HAYS	R151618	MAYAN AT SAN MARCOS RIVER LLC	22711 FOSSIL PEAK, SAN ANTONIO, TX 78261-3022	\$ 275,690.00	14.6596
31	GUADALUPE	56565	MAYAN AT SAN MARCOS RIVER LLC	22711 FOSSIL PEAK, SAN ANTONIO, TX 78261-3022	\$ 26,859.00	277.415
35	GUADALUPE	56556	ENDER RAY L & A	725 SCULL RD, SAN MARCOS, TX 78666	\$ 173,000.00	1.00
36	GUADALUPE	56573	ENDER RAY LEE-VLB	725 SCULL RD, SAN MARCOS, TX 78666	\$ 1,994.00	9.32
37	GUADALUPE	56555	ENDER RAY L & A	725 SCULL RD, SAN MARCOS, TX 78666	\$ 1,911.00	8.93
38	GUADALUPE	119535	VTX COMMUNICATIONS LLC	881 EAST HIDALGO AVENUE, RAYMONDVILLE, TX 78580	\$ 96,000.00	3.99291764
39	GUADALUPE	56549	MILLENNIUM INTERESTS LTD	1718 STATE STREET, HOUSTON, TX 77007	\$ 14,399.00	100.691
40	GUADALUPE	56635	SHELL LON R & P	3409 FM 621, SAN MARCOS, TX 78666	\$ 231,132.00	1.002782309
41	GUADALUPE	56633	SHELL LON R & P	3409 FM 621, SAN MARCOS, TX 78666	\$ 13,728.00	48.38
42	GUADALUPE	56610	CADENA JAIME M & SAN JUANA	720 PICASSO DR, SAN MARCOS, TX 78666	\$ 35,144.00	50.062
46	HAYS	R20295	FREEMAN EDUCATIONAL FOUNDATION	% FROST NATIONAL BANK TRUST, P O BOX 2950, SAN ANTONIO, TX 78299-2950	\$ 2,940,040.00	127.1898
47	HAYS	R20304	FREEMAN EDUCATIONAL FOUNDATION	% FROST NATIONAL BANK TRUST, P O BOX 2950, SAN ANTONIO, TX 78299-2950	\$ 380,020.00	16.44
48	HAYS	R151626	FREEMAN EDUCATIONAL FOUNDATION	% FROST NATIONAL BANK TRUST, P O BOX 2950, SAN ANTONIO, TX 78299-2950	\$ 627,930.00	27.1653
TOTAL APPRAISED VALUE OF TAXABLE PROPERTY=					\$ 21,562,687.00	100.000%
TOTAL APPRAISED VALUE OF PETITIONERS PROPERTY=					\$ 18,968,479.00	87.969%

= Denotes Petitioner

EXHIBIT "A" – Page 2 – Boundaries of District

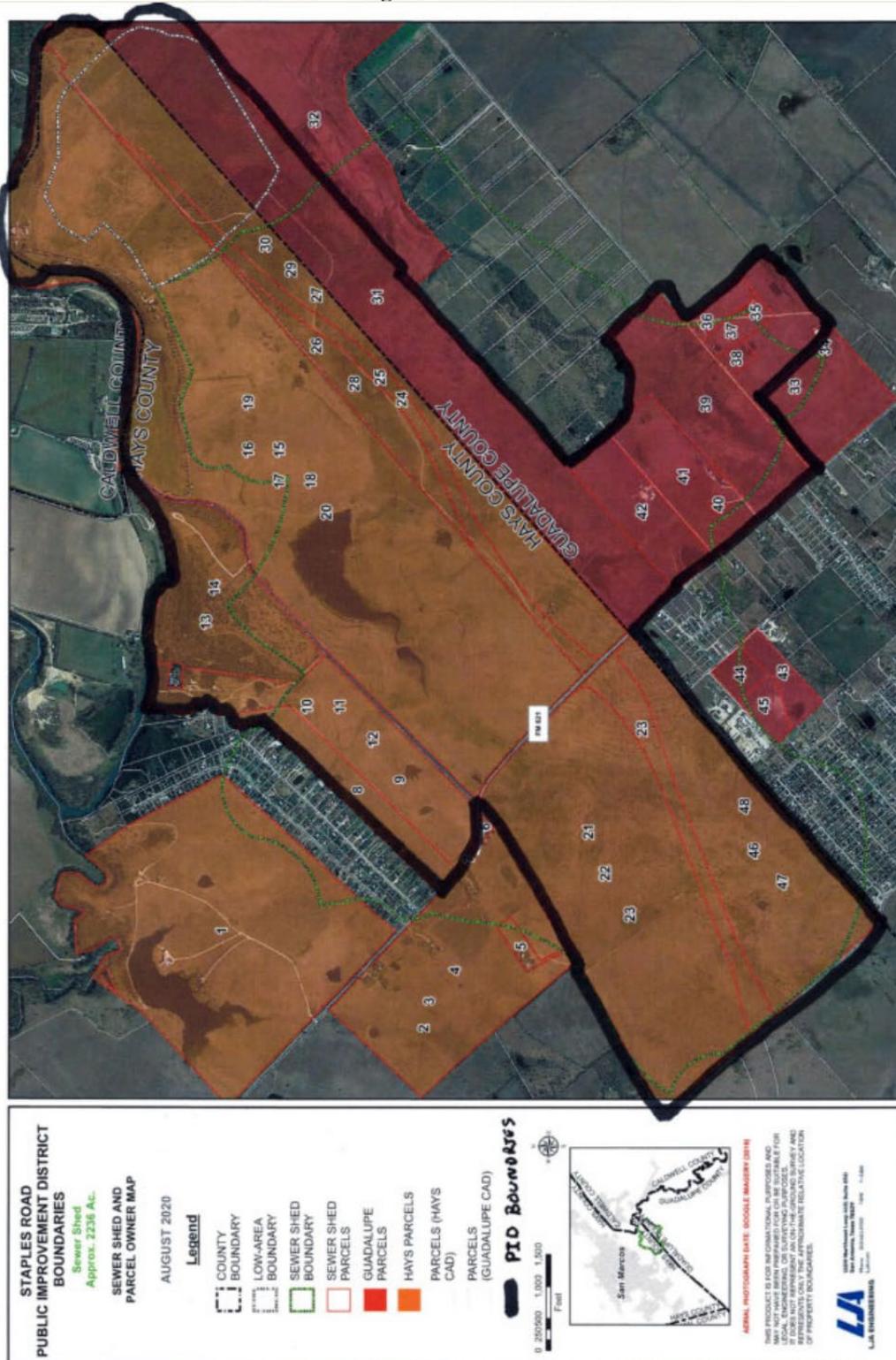


EXHIBIT "B"

**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
FOR
ULTIMATE CONDITIONS - LIFT STATION & FORCE MAIN @ 9680 LUE'S
April 29, 2020**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
<i>Lift Station Improvements</i>					
1	Mobilization	LS	1	11%	\$ 1,168,421.74
2	Insurance & Bond	LS	1	3%	\$ 318,660.48
3	Preparing Right-of-Way	LS	1	4%	\$ 424,880.63
4	6" DR13.5 HDPE Force Main #1	LF	22465	\$ 40.00	\$ 898,600.00
5	6" DR13.5 HDPE Force Main #2	LF	22465	\$ 40.00	\$ 898,600.00
6	12" DR13.5 HDPE Force Main #3	LF	22465	\$ 100.00	\$ 2,246,500.00
7	20" DR13.5 HDPE Force Main #4	LF	22465	\$ 150.00	\$ 3,369,750.00
8	Air Release Valve	EA	20	\$ 2,500.00	\$ 50,000.00
9	Trench Excavation Safety Protection	LF	89860	\$ 1.00	\$ 89,860.00
10	Force Main Tie-In	EA	4	\$ 2,000.00	\$ 8,000.00
11	Sanitary Sewer Manhole	EA	5	\$ 4,500.00	\$ 22,500.00
12	30"Hx20'D Cast-In-Place Wet Well	LS	1	\$ 750,000.00	\$ 750,000.00
13	Submersible Pumps	EA	3	\$ 100,000.00	\$ 300,000.00
14	Site Pavement	LS	1	\$ 30,000.00	\$ 30,000.00
15	Concrete Driveway	LS	1	\$ 15,000.00	\$ 15,000.00
16	Structural Slabs	LS	1	\$ 100,000.00	\$ 100,000.00
17	Earthwork	LS	1	\$ 50,000.00	\$ 50,000.00
18	Fencing & Gates	LS	1	\$ 20,000.00	\$ 20,000.00
19	Electrical Service, Control Panels, & SCADA Tower	LS	1	\$ 500,000.00	\$ 500,000.00
20	Yard Piping, Wet Well Piping, Valves, & Fittings	LS	1	\$ 150,000.00	\$ 150,000.00
21	Water Service	EA	1	\$ 1,200.00	\$ 1,200.00
22	Backup Power Generator	EA	1	\$ 80,000.00	\$ 80,000.00
23	Temporary Construction Esm't	AC	15.5	\$ 7,500.00	\$ 116,250.00
24	Water Easement	AC	18.1	\$ 15,000.00	\$ 270,755.85
25	Easement Acquisition (35'-Wide)	LS	1	\$ 500,000.00	\$ 500,000.00
26	Canopy for Control Panels	LS	1	\$ 25,000.00	\$ 25,000.00
27	Odor Control Appurtenances	LS	1	\$ 30,000.00	\$ 30,000.00
28	Miscellaneous Appurtenances	LS	1	\$ 100,000.00	\$ 100,000.00
29	Driveway Crossings	EA	11	\$ 1,000.00	\$ 11,000.00
30	Bore & Casing 12"	LF	500	\$ 300.00	\$ 150,000.00
31	Bore & Casing 24"	LF	250	\$ 400.00	\$ 100,000.00
32	Bore & Casing 42"	LF	250	\$ 600.00	\$ 150,000.00
33	3-Phase Services	LS	1	\$ 500,000.00	\$ 500,000.00
<i>Gravity Main Improvements</i>					
33	8" Sewer Main (Trunk Line)	LF	6411	\$ 40.00	\$ 256,440.00
34	21" SDR26 Sewer Main (Trunk Line)	LF	1330	\$ 125.00	\$ 166,250.00
35	24" SDR26 Sewer Main (Trunk Line)	LF	4772	\$ 200.00	\$ 954,400.00
36	Gravity Manholes	EA	37	\$ 4,500.00	\$ 166,500.00
	Contingency	LS	1	20%	\$ 2,997,713.74
	Engineering	LS	1	10%	\$ 1,498,856.87

ULTIMATE SEWERSHED TOTAL LIFT STATION IMPROVMENTS \$19,485,139.32

This is an estimate only. Actual "Oversizing Cost" will be calculated after bids are awarded and work is completed based on actual cost per LUE of service.

LJA Engineering, Inc. does not warrant or guarantee this "estimated cost" as an "actual cost" and/or if an "actual Construction Cost" is required, and/or desired then construction bids should be obtained from appropriate sources. This estimate is being supplied for the applicable municipality only and no representations, warranties, or guarantees are rendered hereby to any other person or entity specifically including, but not limited to, any mortgagor or lending institution.

PREPARED BY:
LJA ENGINEERING, INC.
Texas Board of Professional Engineers Registration # F-1386

APPROVED BY:

EXHIBIT “F-2”

DocuSign Envelope ID: B6572F20-12FE-431D-989A-4952F3613DE2

**FIRST AMENDMENT TO
PETITION FOR CREATION OF A PUBLIC IMPROVEMENT DISTRICT
TO BE NAMED THE STAPLES ROAD PUBLIC IMPROVEMENT DISTRICT, FOR
APPOINTMENT OF DIRECTORS, AND ASSESSMENTS
AT A SPECIFIED RATE, WITHIN THE BOUNDARIES OF THE DISTRICT**

**STATE OF TEXAS §
CITY OF SAN MARCOS §**

TO THE HONORABLE COUNCIL MEMBERS OF SAN MARCOS, TEXAS:

The undersigned (hereinafter the “Petitioners”), being the entities which hold fee simple title to 87.969% (more than 50 percent) of the appraised value of taxable property proposed to be included within the public improvement district (the “District”) as proposed in the petition to create the District filed by Petitioners with the City Clerk of the City of San Marcos, Texas on September 1, 2020 (the “Petition”), with the intention to further the development of the land hereinafter described in Exhibit “A”, and to benefit the City of San Marcos, Texas (the “City”), a home-rule municipality, acting pursuant to the provisions of TEX. LOC. GOV’T CODE Chapter 372 (“Chapter 372”), hereby respectfully submit this First Amendment to the Petition (the “Amendment”), as follows:

The Petition submitted to, and filed with, the City’s Clerk on September 1, 2020 is hereby amended, as set forth herein, by the undersigned being the same property owners that executed the Petition. The Petitioners intend for this Amendment to satisfy the requirements of § 372.005 of Chapter 372. In the event of a conflict between this Amendment and the Petition, the language of this Amendment shall be controlling.

**ARTICLE I
DISTRICT NAME**

The name of the District shall be the “Staples Road Public Improvement District.”

**ARTICLE II
PURPOSE**

The District shall be created and organized under the terms and provision of Subchapter A of Chapter 372. The primary purpose of creation of the District will be to fund and construct the infrastructure required to provide sanitary sewer service to the benefited property identified in Exhibit “A”, and to fund other infrastructure as allowed by § 372.003 of Chapter 372 and identified herein.

**ARTICLE III
NATURE OF IMPROVEMENTS**

The improvements authorized to be to be carried out and financed through establishment of the District include: (1) landscaping; (2) erection of fountains, distinctive lighting, and signs; (3) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (4) construction or improvement of pedestrian malls; (5) acquisition and installation of pieces of art; (6) acquisition, construction, or improvement of libraries; (7) acquisition, construction, or improvement of off-street parking facilities; (8) acquisition, construction, improvement, or rerouting of mass transportation facilities; (9) acquisition, construction, or improvement of water, wastewater, or drainage

facilities or improvements; (10) the establishment or improvement of parks; (11) projects similar to those listed in items (1)-(10) above, including masonry walls as part of the pedestrian malls and park improvements (the "Buffer Improvements"); (12) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement; (13) special supplemental services for improvement and promotion of the District, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; (14) payment of expenses incurred in the establishment, administration, and operation of the district; (15) the development, rehabilitation, or expansion of affordable housing within the District; and (16) the payment of expenses incurred in the establishment, administration, and operation of the District, including costs of issuance, funding debt service and capitalized interest reserves and credit enhancement fees of any bonds issued relating to the District, if necessary. The authorized improvements within the District will include, but not be limited to, specific regional sewer improvements which will include: a regional sewer lift station; regional sewer force mains; regional gravity sewer mains; and related improvements, as identified on Exhibit "B" hereto, to be used upon completion by the City to provide sanitary sewer service to the property within the District (the "Regional Sewer Improvements"). The improvements identified in this Article III are collectively referred to herein as the "Authorized Improvements".

The area comprising the proposed District is not presently improved with sewer utilities in a way that will lead to new properly restricted development in the District and the City. The creation of the District is necessary in order to advance, upgrade and pay for or finance the construction of the Authorized Improvements within the District to provide such sewer service, and to provide the other Authorized Improvements. The proposed District and the Authorized Improvements are feasible, necessary, and will be a benefit to the land within the District.

After construction, the Regional Sewer Improvements identified on Exhibit "B" will be dedicated to the City to become part of, and operated under, the City's sanitary sewer system, and the lawful rules and regulations of the City related to such service. The dedication of improvements to the City will be subject to the City's inspection and approval prior to acceptance. The Petitioners, being the persons or entities that signed the Petition and have executed this Amendment, request and concur with the establishment of the District.

ARTICLE IV ESTIMATED COSTS

The estimated costs of the Authorized Improvements are:

- (1) The estimated cost of the design, construction, acquisition and financing of the Regional Sewer Improvements and Buffer Improvements within and or benefiting the District is not expected to exceed \$30,000,000, which cost is proposed to be financed through the issuance of revenue bonds by the City pursuant to Chapter 372 of the Texas Local Government Code, together with the costs of administrating, establishing and operating the District, and the costs of issuance of and interest on such bonds. The revenue bonds would be repaid solely from a pledge of assessments made and collected on benefitted property within the District; and
- (2) The estimated cost of the design, construction, and acquisition of the other Authorized Improvements within the District included in items (1) through (16), above, but excluding the Regional Sewer Improvements and Buffer Improvements, is estimated to be \$51,906.27 per acre of developed property on the +/- 1,507 acres to be developed within the District.

ARTICLE V DISTRICT BOUNDARIES

The District shall contain an area of approximately 1,816.29 acres of land, located partially in Hays County and partially in Guadalupe County, Texas, said land being more specifically identified in the map attached hereto as Exhibit "A-1" (the "Property"). The Property is further identified by Hays and Guadalupe County Appraisal District Parcel ID Numbers on Exhibit "A-2", which is attached hereto and incorporated herein for all purposes. The District is situated within the corporate limits and extraterritorial jurisdiction of the City. The Property may properly be included within the District. None of the Property is within the corporate boundaries or extraterritorial jurisdiction of any other municipality.

ARTICLE VI METHOD OF ASSESSMENT; ASSESSABLE PROPERTY

The proposed method of assessment related to the costs of design, construction, financing, and acquisition of the Regional Sewer Improvements, the Buffer Improvements, and other Authorized Improvements is to impose a special assessment to be paid in installments on all parcels of property within the District, net of any public right-of-way, according to the number of square feet of land contained in each parcel of property, or in any other manner that results in imposing equal shares of the cost of the Regional Sewer Improvements, the Buffer Improvements, and other Authorized Improvements on property similarly benefitted. A report will be prepared showing the special benefits accruing to property within the District and how the costs of the Regional Sewer Improvements, Buffer Improvements, and other Authorized Improvements are assessed to property on the basis of special benefit received by the property from the said improvements. If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those authorized improvements financed in part by the assessment, and must continue for a period necessary to retire the indebtedness on those Authorized Improvements (including interest).

Petitioners request that the following classes of assessable property be excluded from the assessment rolls: Any property which is public right of way and 100% exempt from ad valorem taxation according to the respective official tax roll of Hays and Guadalupe Counties.

Petitioners request that the following classes of assessable property be included in the assessment rolls: All property identified on Exhibit "A-1" and "A-2" which is not public right of way and not 100% exempt from ad valorem taxation according to the respective official tax roll of Hays and Guadalupe Counties.

ARTICLE VII APPORTIONMENT OF COSTS

The cost of the Regional Sewer Improvements required for providing sanitary sewer service to the Property within the District, the cost of the Buffer Improvements, and the costs of the other Authorized Improvements acquired to benefit Property within the District, will be paid from assessments levied on the property within the District.

ARTICLE VIII MANAGEMENT

The District will be managed by an entity that is approved and created by the City pursuant to § 372.023 (a) (3) of Chapter 372, which entity shall be named the “Board of Directors of the Staples Road Public Improvement District” (the “PID Board”). The PID Board shall be comprised of three board members that are nominated by the Petitioners, and appointed by the City Council in the resolution creating the District. The PID Board shall assigned the responsibility for preparing an ongoing service plan and presenting the plan to the City Council for review and approval pursuant to § 372.013 of Chapter 372, and of management of the design, construction, and maintenance of the Authorized Improvements acquired or provided within the District on behalf of the City. The three (3) individuals nominated by Petitioners and representing property owners in the District, to be appointed by the City to the PID Board, shall be one person nominated in writing by each of the following property owners:

1. The Mayan at San Marcos River, LLC;
2. HK Baugh Ranch, LLC; and
3. Freeman Educational Foundation.

Each of the above property owners has submitted their nomination to the City Clerk prior to the filing of this Amendment. In the event an individual appointed by the City to the PID Board as described herein (the “Director”) is no longer willing or able to serve, the property owner that nominated that Director shall submit a nomination to the City Clerk, in writing, nominating an individual to serve as a replacement for that Director. In the event a Petitioner conveys its property to a successor and does not reserve the right of nomination, the successor shall have the right to nominate the Director.

ARTICLE IX DISTRICT REQUEST

Pursuant to Section 372.005 (7) of Chapter 372, the property owners acting through the individuals signing this Petition hereby request the City to establish of the District, and concur with the creation of the District both individually and on behalf of the entities which they represent.

ARTICLE X GENERAL PROVISIONS.

Petitioners pray that the Petition, as amended by this Amendment, be heard and acted upon by the City Council of San Marcos, Texas on or before October 7, 2020. Petitioners have confirmed that a notice of a public hearing at which the City Council will consider the advisability of the Authorized Improvements and the creation of the District was published on September 20, 2020 in a newspaper of general circulation; and, that said notice was mailed to the current address of the owners of property within the District, as required by § 372.009 of Chapter 372. The Petitioners request that the Council, after the close of the public hearing, approve and adopt a resolution: making findings as to, and authorizing, the Authorized Improvements; establishing the Staples Road Public Improvement District in the manner specified in Chapter 372; and creating the PID Board and appointing the Directors as requested herein. The Petitioners intend for this document to be signed and filed with the City Clerk electronically pursuant to Chapter 322 of the Texas Business and Commerce Code.

RESPECTFULLY SUBMITTED this 22nd day of September, 2020

MAYAN AT SAN MARCOS RIVER, LLC,
a Texas limited liability company

By: DocuSigned by:
David L. Earl
5E9E40F35D1B46Z...

Name: David L. Earl

Title: Manager

By: DocuSigned by:
Gerald Bennett
17414FBCD1F141U...

Name: Gerald Bennett

Title: Manager

By: DocuSigned by:
Todd Burek
3BF2741FC6D441U...

Name: Todd Burek

Title: Manager

HK BAUGH RANCH, LLC, a Texas limited liability company

By: DocuSigned by:
Paul W. Kuo
9F060AF437B3491...

Name: Paul W. Kuo

Title: Manager

FREEMAN EDUCATIONAL FOUNDATION

By: DocuSigned by:
Paul W. Kuo
9F060AF437B3491...

Name: Paul W. Kuo

Title: Authorized Representative

THIS PETITION SHALL BE FILED ELECTRONICALLY BY EMAILING THE FULLY EXECUTED DOCUMENT TO THE CITY CLERK AT cityclerk@sanmarcostx.gov PURSUANT TO SECTION 372.005(C) OF CHAPTER 372 AND SECTION 322.007 OF THE TEXAS BUSINESS & COMMERCE CODE.

EXHIBIT "A-1" BOUNDARIES OF THE PROPOSED DISTRICT

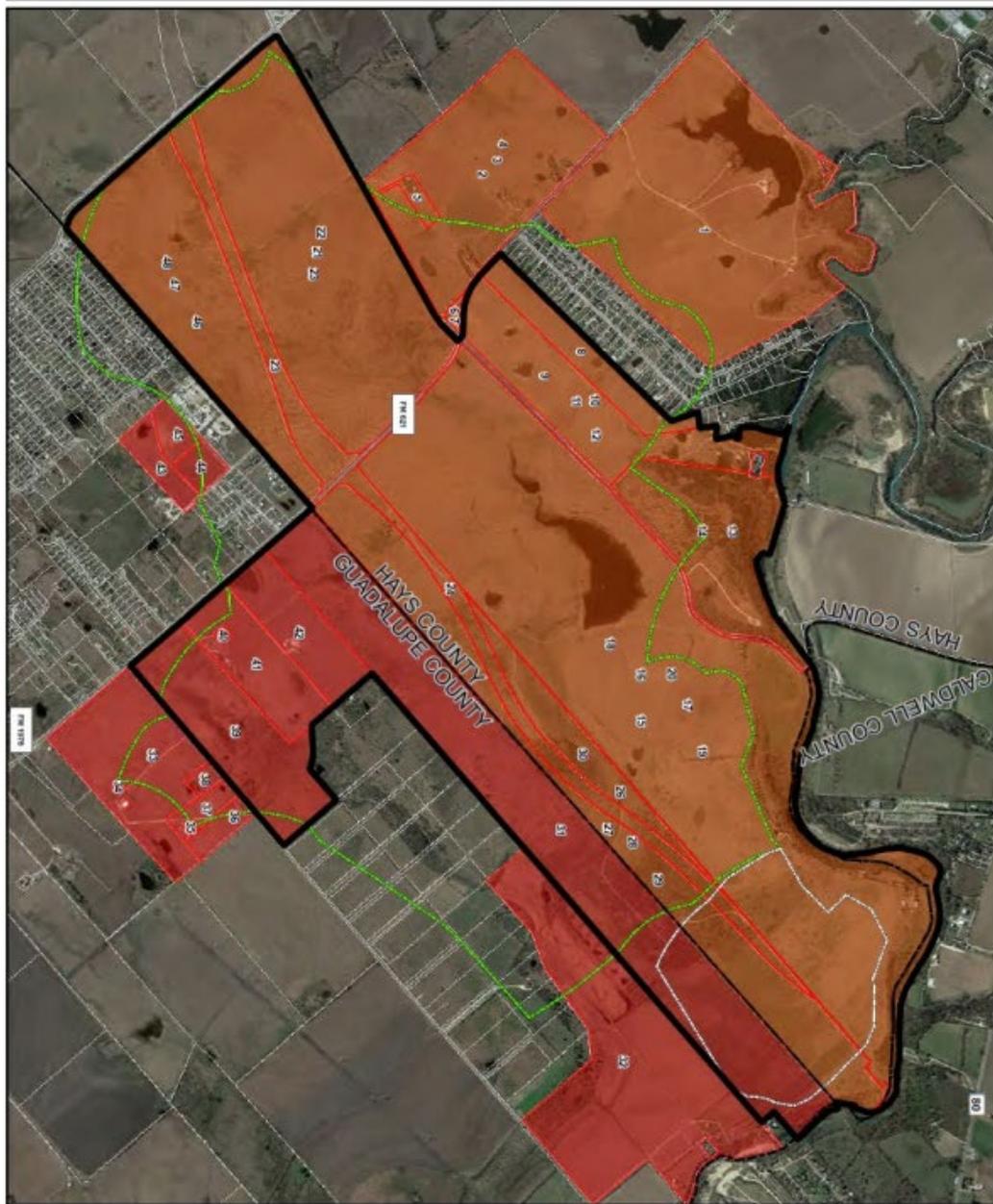
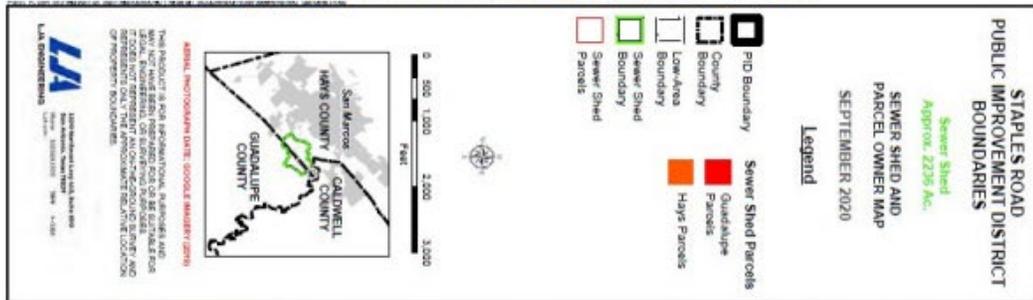


EXHIBIT "A-2"
PARCELS IN THE PROPOSED DISTRICT

STAPLES ROAD PUBLIC IMPROVEMENT DISTRICT							
Boundries and Property Included Within District							
TRACT	COUNTY	APPRAISAL DIST. ID NO.	PROPERTY OWNER	OWNER ADDRESS	APPRAISED VALUE	ACRES	
6	HAYS	R10488	SHLER, DEREK	2218 STAPLES RD, SAN MARCOS, TX 78666	\$ 81,040.00	1.921645224	
7	HAYS	R85437	SHLER, DEREK	2218 STAPLES RD, SAN MARCOS, TX 78666	\$ 140,010.00	1.8	
8	HAYS	R119855	TOMBLIN HOLDINGS LTD	2011 FM 621, SAN MARCOS, TX 78666	\$ 610,260.00	40.776	
9	HAYS	R10495	ALEXANDER, MARY J DAVIS	500 DAVIS RANCH RD, SAN MARCOS, TX 78666-1402	\$ 436,900.00	55.8	
10	HAYS	R10497	ALEXANDER, MARY J DAVIS	500 DAVIS RANCH RD, SAN MARCOS, TX 78666-1402	\$ 292,940.00	36.2	
11	HAYS	R10504	ALEXANDER, MARY J DAVIS	500 DAVIS RANCH RD, SAN MARCOS, TX 78666-1402	\$ 349,280.00	0.4	
12	HAYS	R16585	ALEXANDER, MARY J DAVIS	500 DAVIS RANCH RD, SAN MARCOS, TX 78666-1402	\$ 116,470.00	17	
15	HAYS	R16583	HK BAUGH RANCH LLC	24607 FAIRWAY SPOGS, SAN ANTONIO, TX 78260	\$ 2,886,220.00	213.596	
16	HAYS	R70337	HK BAUGH RANCH LLC	24607 FAIRWAY SPOGS, SAN ANTONIO, TX 78260	\$ 1,621,340.00	119.988	
17	HAYS	R70338	HK BAUGH RANCH LLC	24607 FAIRWAY SPOGS, SAN ANTONIO, TX 78260	\$ 1,044,660.00	7	
18	HAYS	R70350	HK BAUGH RANCH LLC	24607 FAIRWAY SPOGS, SAN ANTONIO, TX 78260	\$ 152,480.00	9.905	
19	HAYS	R70351	HK BAUGH RANCH LLC	24607 FAIRWAY SPOGS, SAN ANTONIO, TX 78260	\$ 184,100.00	1	
20	HAYS	R133631	CEMENTERIO DEL RIO	FM 621, SAN MARCOS, TX 78666	NA	2.08	
21	HAYS	R19015	FREEMAN EDUCATIONAL FOUNDATION	% FROST NATIONAL BANK TRUST, P O BOX 2950,SAN ANTONIO, TX 78299-2950	\$ 2,007,010.00	99.0201	
22	HAYS	R20294	FREEMAN EDUCATIONAL FOUNDATION	% FROST NATIONAL BANK TRUST, P O BOX 2950,SAN ANTONIO, TX 78299-2950	\$ 4,149,520.00	204.7248	
23	HAYS	R130384	FREEMAN EDUCATIONAL FOUNDATION	% FROST NATIONAL BANK TRUST, P O BOX 2950,SAN ANTONIO, TX 78299-2950	\$ 65,470.00	3.23	
23	HAYS	R151625	HAYS COUNTY	111 E SAN ANTONIO ST, STE 101, SAN MARCOS, TX 78666	NA	45.42	
24	HAYS	R151604	HAYS COUNTY	111 E SAN ANTONIO ST, STE 101, SAN MARCOS, TX 78666	NA	21.14	
25	HAYS	R151608	HAYS COUNTY	111 E SAN ANTONIO ST, STE 101, SAN MARCOS, TX 78666	NA	32.757	
26	HAYS	R130041	MAYAN AT SAN MARCOS RIVER LLC	22711 FOSSIL PEAK, SAN ANTONIO, TX 78261-3022	\$ 286,630.00	25.7636	
27	HAYS	R16386	MAYAN AT SAN MARCOS RIVER LLC	22711 FOSSIL PEAK, SAN ANTONIO, TX 78261-3022	\$ 555,000.00	52.0043	
28	HAYS	R92442	MAYAN AT SAN MARCOS RIVER LLC	22711 FOSSIL PEAK, SAN ANTONIO, TX 78261-3022	\$ 1,101,380.00	103.1999	
29	HAYS	R151617	MAYAN AT SAN MARCOS RIVER LLC	22711 FOSSIL PEAK, SAN ANTONIO, TX 78261-3022	\$ 664,130.00	35.3146	
30	HAYS	R151618	MAYAN AT SAN MARCOS RIVER LLC	22711 FOSSIL PEAK, SAN ANTONIO, TX 78261-3022	\$ 275,690.00	14.6596	
31	GUADALUPE	56565	MAYAN AT SAN MARCOS RIVER LLC	22711 FOSSIL PEAK, SAN ANTONIO, TX 78261-3022	\$ 26,659.00	277.415	
35	GUADALUPE	56556	ENDER RAY L & A	725 SCULL RD, SAN MARCOS, TX 78666	\$ 173,000.00	1.00	
36	GUADALUPE	56573	ENDER RAY LEE-VLB	725 SCULL RD, SAN MARCOS, TX 78666	\$ 1,984.00	9.32	
37	GUADALUPE	56555	ENDER RAY L & A	725 SCULL RD, SAN MARCOS, TX 78666	\$ 1,911.00	8.93	
38	GUADALUPE	119535	VTX COMMUNICATIONS LLC	881 EAST HIDALGO AVENUE, RAYMONDVILLE, TX 78580	\$ 96,000.00	3.992917164	
39	GUADALUPE	56549	MILLENNIUM INTERESTS LTD	1718 STATE STREET, HOUSTON, TX 77007	\$ 14,399.00	100.691	
40	GUADALUPE	56635	SHELL LON R & P	3409 FM 621, SAN MARCOS, TX 78666	\$ 231,132.00	1.002782309	
41	GUADALUPE	56633	SHELL LON R & P	3409 FM 621, SAN MARCOS, TX 78666	\$ 13,728.00	48.38	
42	GUADALUPE	56610	CADENA JAIME M & SAN JUANA	720 PICASSO DR, SAN MARCOS, TX 78666	\$ 35,144.00	50.062	
46	HAYS	R20296	FREEMAN EDUCATIONAL FOUNDATION	% FROST NATIONAL BANK TRUST, P O BOX 2950,SAN ANTONIO, TX 78299-2950	\$ 2,940,040.00	127.1898	
47	HAYS	R20304	FREEMAN EDUCATIONAL FOUNDATION	% FROST NATIONAL BANK TRUST, P O BOX 2950,SAN ANTONIO, TX 78299-2950	\$ 380,020.00	16.44	
48	HAYS	R151626	FREEMAN EDUCATIONAL FOUNDATION	% FROST NATIONAL BANK TRUST, P O BOX 2950,SAN ANTONIO, TX 78299-2950	\$ 627,930.00	27.1653	
					TOTAL APPRAISED VALUE OF TAXABLE PROPERTY=	\$ 21,562,687.00	100.000%
					TOTAL APPRAISED VALUE OF PETITIONERS PROPERTY=	\$ 18,968,479.00	87.969%

= Denotes Petitioner

EXHIBIT "B"
REGIONAL SEWER IMPROVEMENTS

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
FOR
ULTIMATE CONDITIONS - LIFT STATION & FORCE MAIN @ 9680 LUE'S
April 29, 2020

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
<i>Lift Station Improvements</i>					
1	Mobilization	LS	1	11%	\$ 1,168,421.74
2	Insurance & Bond	LS	1	3%	\$ 318,660.48
3	Preparing Right-of-Way	LS	1	4%	\$ 424,880.63
4	6" DR13.5 HDPE Force Main #1	LF	22465	\$ 40.00	\$ 898,600.00
5	6" DR13.5 HDPE Force Main #2	LF	22465	\$ 40.00	\$ 898,600.00
6	12" DR13.5 HDPE Force Main #3	LF	22465	\$ 100.00	\$ 2,246,500.00
7	20" DR13.5 HDPE Force Main #4	LF	22465	\$ 150.00	\$ 3,369,750.00
8	Air Release Valve	EA	20	\$ 2,500.00	\$ 50,000.00
9	Trench Excavation Safety Protection	LF	89860	\$ 1.00	\$ 89,860.00
10	Force Main Tie-In	EA	4	\$ 2,000.00	\$ 8,000.00
11	Sanitary Sewer Manhole	EA	5	\$ 4,500.00	\$ 22,500.00
12	30'Hx20'D Cast-In-Place Wet Well	LS	1	\$ 750,000.00	\$ 750,000.00
13	Submersible Pumps	EA	3	\$ 100,000.00	\$ 300,000.00
14	Site Pavement	LS	1	\$ 30,000.00	\$ 30,000.00
15	Concrete Driveway	LS	1	\$ 15,000.00	\$ 15,000.00
16	Structural Slabs	LS	1	\$ 100,000.00	\$ 100,000.00
17	Earthwork	LS	1	\$ 50,000.00	\$ 50,000.00
18	Fencing & Gates	LS	1	\$ 20,000.00	\$ 20,000.00
19	Electrical Service, Control Panels, & SCADA Tower	LS	1	\$ 500,000.00	\$ 500,000.00
20	Yard Piping, Wet Well Piping, Valves, & Fittings	LS	1	\$ 150,000.00	\$ 150,000.00
21	Water Service	EA	1	\$ 1,200.00	\$ 1,200.00
22	Backup Power Generator	EA	1	\$ 80,000.00	\$ 80,000.00
23	Temporary Construction Esm't	AC	15.5	\$ 7,500.00	\$ 116,250.00
24	Water Easement	AC	18.1	\$ 15,000.00	\$ 270,755.85
25	Easement Acquisition (35'-Wide)	LS	1	\$ 500,000.00	\$ 500,000.00
26	Canopy for Control Panels	LS	1	\$ 25,000.00	\$ 25,000.00
27	Odor Control Appurtenances	LS	1	\$ 30,000.00	\$ 30,000.00
28	Miscellaneous Appurtenances	LS	1	\$ 100,000.00	\$ 100,000.00
29	Driveway Crossings	EA	11	\$ 1,000.00	\$ 11,000.00
30	Bore & Casing 12"	LF	500	\$ 300.00	\$ 150,000.00
31	Bore & Casing 24"	LF	250	\$ 400.00	\$ 100,000.00
32	Bore & Casing 42"	LF	250	\$ 600.00	\$ 150,000.00
33	3-Phase Services	LS	1	\$ 500,000.00	\$ 500,000.00
<i>Gravity Main Improvements</i>					
33	8" Sewer Main (Trunk Line)	LF	6411	\$ 40.00	\$ 256,440.00
34	21" SDR26 Sewer Main (Trunk Line)	LF	1330	\$ 125.00	\$ 166,250.00
35	24" SDR26 Sewer Main (Trunk Line)	LF	4772	\$ 200.00	\$ 954,400.00
36	Gravity Manholes	EA	37	\$ 4,500.00	\$ 166,500.00
	Contingency	LS	1	20%	\$ 2,997,713.74
	Engineering	LS	1	10%	\$ 1,498,856.87

ULTIMATE SEWERSHED TOTAL LIFT STATION IMPROVMENTS \$19,485,139.32

This is an estimate only. Actual "Oversizing Cost" will be calculated after bids are awarded and work is completed based on actual cost per LUE of service.

LJA Engineering, Inc. does not warrant or guarantee this "estimated cost" as an "actual cost" and/or if an "actual Construction Cost" is required, and/or desired then construction bids should be obtained from appropriate sources. This estimate is being supplied for the applicable municipality only and no representations, warranties, or guarantees are rendered hereby to any other person or entity specifically including, but not limited to, any mortgage or lending institution.

PREPARED BY:
LJA ENGINEERING, INC.
Texas Board of Professional Engineers Registration # F-1386

APPROVED BY:



Legislation Text

File #: ID#20-647, **Version:** 1

AGENDA CAPTION:

Receive a Staff presentation and hold a public hearing to receive comments for or against Resolution 2020-219R, approving a Development Agreement with Rattler Road Storage, LLC to provide for the annexation and to regulate the future development of approximately 3.62 acres of land in the City's Extraterritorial Jurisdiction generally located on the north side of Rattler Road, between Old Bastrop Hwy and Hwy 123; authorizing the City Manager, or his designee, to execute said agreement on behalf of the City; and providing an effective date; and consider approval of Resolution 2020-219R.

Meeting date: October 7, 2020

Department: Planning and Development Services

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 - Choose an item.

Neighborhoods & Housing - Choose an item.

Parks, Public Spaces & Facilities - Choose an item.

- Transportation - Choose an item.
- Core Services
- Not Applicable

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

Choose an item.

Background Information:

The property is proposed to be a self-storage facility. This property is currently located in the Extraterritorial Jurisdiction (ETJ) of the City, and is also directly adjacent to the San Marcos High School. Due to City code requirements, the proximity of the property to a City waste water line requires the applicant to attach to City waste water, rather than use a septic system.

Current City code requires applicants who need City utilities to request annexation and zoning, which the applicant was unaware of at the time of purchase and through the plat submittal process.

City Staff and the applicant negotiated a Development Agreement which has a base zoning of Light Industrial (LI). The Development Agreement requires additional standards than the base LI district standards. The Development Agreement has a built in 15-year term, that will automatically renew for two 15-year periods, unless the applicant requests to amend the agreement and Council approves.

A draft agreement with proposed site plan and renderings are attached.

Council Committee, Board/Commission Action:

Council approved City Staff to negotiate the terms of the Development Agreement with the applicant at their regularly scheduled meeting on August 18, 2020.

Alternatives:

Click or tap here to enter text.

Recommendation:

Staff has reviewed the request and recommends approval of the request as submitted.

RESOLUTION NO. 2020 - R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A DEVELOPMENT AGREEMENT WITH RATTLER ROAD STORAGE, LLC TO PROVIDE FOR THE ANNEXATION AND TO REGULATE THE FUTURE DEVELOPMENT OF APPROXIMATELY 3.58 ACRES OF LAND IN THE CITY'S EXTRATERRITORIAL JURISDICTION GENERALLY LOCATED ON THE NORTH SIDE OF RATTLER ROAD, BETWEEN OLD BASTROP HWY AND HWY 123; AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE

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

PART 1. The attached Development Agreement with Rattler Road Storage , LLC is approved.

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

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

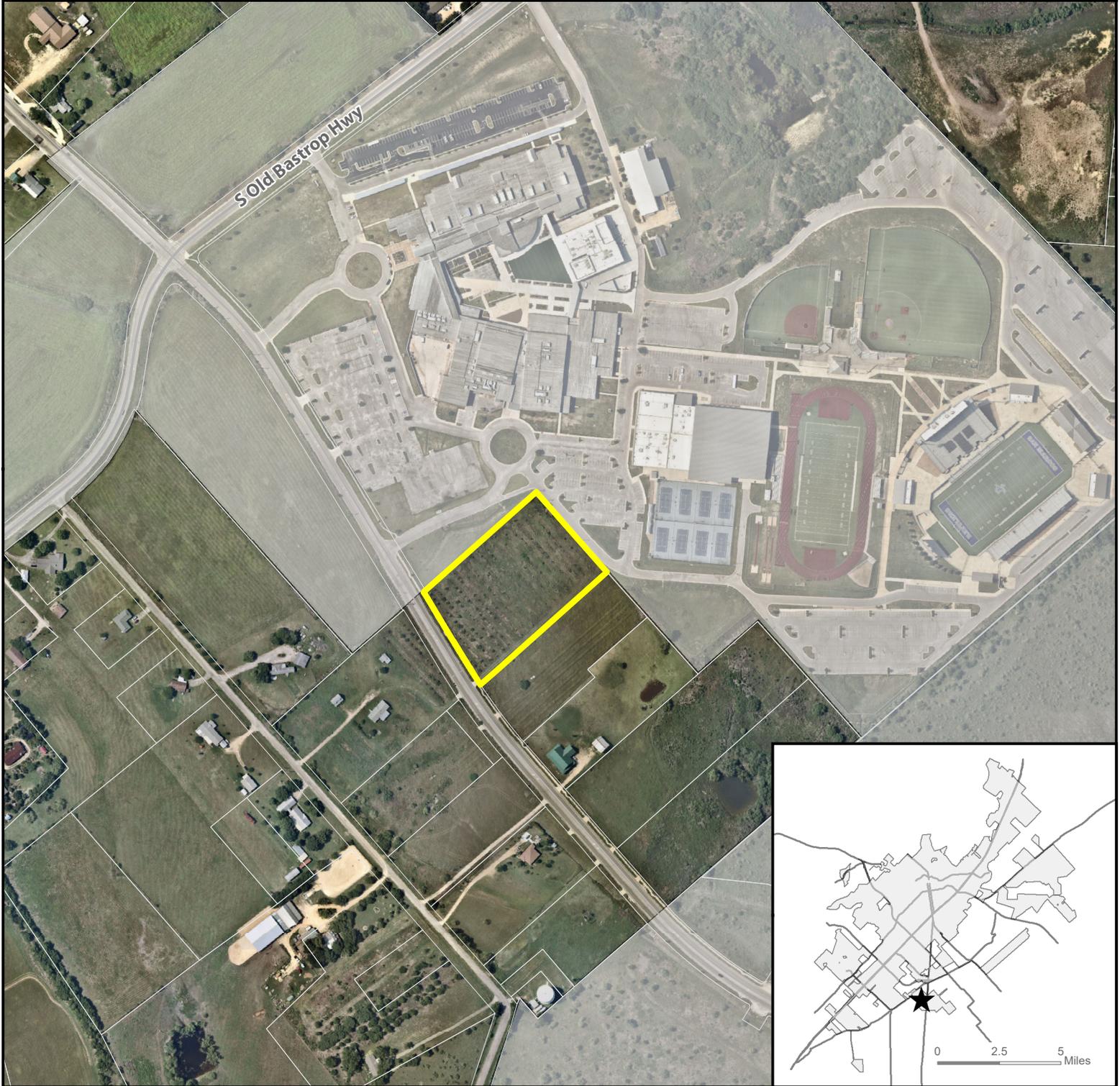
ADOPTED on October 7, 2020.

Jane Hughson
Mayor

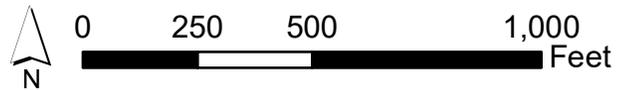
Attest:

Tammy K. Cook
Interim City Clerk

PDA-20-01 Aerial View Rattler Road Storage



- ★ Site Location
- ▭ Subject Property
- ▭ Parcel
- ▭ City Limit



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Imagery from 2017.

Map Date: 9/29/2020

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this "**Agreement**") is made and entered into as of the ____ day of _____, 2020 (the "Effective Date"), by and between the **CITY OF SAN MARCOS, TEXAS**, a Texas home-rule municipal corporation (the "**City**") and **Rattler Road Storage, LLC** ("**Owner**"). The **City** and **Owner** are sometimes hereinafter referred to individually as "**Party**", and collectively as the "**Parties**". The Parties agree as follows:

PURPOSES AND CONSIDERATIONS

WHEREAS, Owner currently owns approximately 3.5 acres, more or less, located in the Extraterritorial Jurisdiction ("ETJ") of the City, Hays County, Texas, and more particularly described by metes and bounds in **Exhibit "A"**, which is attached hereto and incorporated herein for all purposes (the "Property"); and

WHEREAS, Owner desires to connect to City utilities; and

WHEREAS, as a condition of its consent to the connection of utilities, the City requires consent to and a request for annexation; and

WHEREAS, Owner desires to be annexed into the city limits of the City and to zone all of the Property as a Light Industrial "LI" District pursuant to Subpart B of the City of San Marcos Code of Ordinances, as that code exists on the Effective Date of this Agreement, and in accordance with the Site Plan, as more particularly described in **Exhibit "B"** attached hereto; and

WHEREAS, the City is authorized to make and enter into this Agreement with Owner in accordance with SUBCHAPTER G, CHAPTER 212, LOCAL GOVERNMENT CODE and Chapter 2 of the San Marcos Development Code ("SMDC"), to accomplish the following purposes:

- A. Extend the City's planning authority in accordance with the Site Plan and the development regulations contained herein under which certain uses and development of the Property is authorized; and
- B. Authorize enforcement by the City of municipal land use and development regulations, as required and/or authorized by the SMDC, as applicable, to the extent the same are consistent with the development regulations contained herein and in the same manner the applicable regulations are enforced within the City's municipal boundaries; and

NOW THEREFORE, the City and Owner in consideration of the premises, the mutual covenants and agreements of the Parties hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, agree as follows:

SECTION 1: GENERAL TERMS AND CONDITIONS

1.01 Site Plan

The City hereby approves the general use and development of the Property in accordance with the Site Plan, which is incorporated herein as **Exhibit "B"**. The Site Plan shall constitute the land use plan under Section 2.4.3.3 of the SMDC. The Site Plan may only be amended to increase conformance with the SMDC or as stated in Section 2.04 below. Development applications for the Property shall be consistent with the Site Plan.

1.02 Proposed Schedule of Development and Phasing

Subject to the terms of this Agreement, Owner plans to develop the property in one phase immediately following the adoption of this Development Agreement and after issuance of required permits.

1.03 Base Zoning District(s)

Development will follow development standards for the LI District, as those standards exist on the Effective Date of this Agreement.

1.04 Development Standards:

- A. Permitted Uses: No uses other than Self Storage Facility and Office will be allowed on the Property.
- B. Dimensional and Development Standards: The Property shall be developed in compliance with the SMDC as it exists on the Effective Date of this Agreement.
- C. Architectural Design Standards: Owner agrees to construct the buildings using Stucco or other approved Masonry finish for a minimum of 50% of the front facade and in substantial conformance with the illustrations or specifications shown in **Exhibit "C"**.
- D. Additional Landscape Standards: Owner agrees to provide a transitional protective yard between the structures and the rear property line in accordance with **Exhibit "D"**. The transitional protective yard shall include:
 - A vegetative buffer 35 feet in depth along the rear of the property;

- Thirteen (13) shade trees within the vegetative buffer;
- Thirteen (13) understory trees within the vegetative buffer;
- A 6-foot tall wrought iron fence, which shall be provided for the entire perimeter of the property

E. All other regulations of the San Marcos Development Code shall apply.

1.05 Application Procedures

- A. Development of the Property shall follow the standard development process identified in the SMDC and applicable ordinances of the City.
- B. Permits for the proposed development may be released upon recordation of this Development Agreement subject to compliance with all applicable standards, procedures and payment of fees under the City's Code of Ordinances are met.

1.06 Special Standards: there are no additional, special standards that apply to this development.

1.07 Utilities

- A. Owner shall connect to the City's waste water infrastructure available at the front property line.
- B. Crystal Clear shall provide water services.
- C. Bluebonnet Electric shall provide electrical services.

1.08 Annexation

- A. The City may annex the property prior to issuance of a Certificate of Occupancy.

SECTION 2: MISCELLANEOUS PROVISIONS

2.01 Term

The term of this Agreement will commence on the Effective Date and continue for fifteen (15) years thereafter ("Initial Term"), unless sooner terminated under this Agreement. After the Initial Term, the Agreement shall be automatically renewed for two successive fifteen (15) year periods. This Agreement may be terminated before the expiration of any renewal period, however, if the Owner submits a written request to the City to allow uses other than self-storage facility or office under section 1.04(A), and the City approves such request. If the City approves the request, then this

Agreement shall automatically terminate upon such approval.

2.02 Enforcement and Default and Remedies for Default

- A. The Parties agree that the City shall be entitled to enforce the SMDC as the SMDC exists on the Effective Date of this Agreement, as modified by Plans adopted pursuant to this Agreement. If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period. The City may issue Stop Work Orders for violations arising under this Agreement or the City of San Marcos Code of Ordinances, as applicable.
- B. If either Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party's obligations under this Agreement by specific performance or writ of mandamus, or to terminate this Agreement or other enforcement remedies the City may possess under its municipal regulatory authority.
- C. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of ten (10) business days after receipt by such party of notice of default from the other party. Upon the passage of ten (10) working days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement.

2.03 Authority, Applicable Rules and Right to Continue Development

- A. This Agreement is entered under the statutory authority of Sections 42.042 and 212.172 of the Texas Local Government Code. The Parties intend that this Agreement guarantee the continuation of the extraterritorial status of portions of the Land as provided in this Agreement; authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of land uses and zoning upon annexation of any portion of the Land to the City.
- B. Execution of this agreement, under Section 212.172 of the Texas Local

Government Code, constitutes a permit under Chapter 245.

2.04 Exhibits/Amendment

- A. All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and *vice-versa*. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.
- B. All changes to this agreement shall be presented to the City Council for review and final approval as an amendment to this agreement in accordance with the procedures established in the City's Development Code.

2.05 Recordation

Pursuant to the requirements of Section 212.172(f), Texas Local Government Code, this Agreement shall be recorded in the official public records of Hays County, Texas. The terms of this Agreement shall be binding upon: (a) the Parties; (b) the Parties' successors and assigns; (c) the Property; and (d) future owners of all or any portion of the Property.

2.06 Assignment and Binding Effect Upon Successors

- A. Owner hereunder, may assign this Agreement, and the rights and obligations of Owner to a subsequent purchaser of all or a portion of the undeveloped property within the Project provided that the assignee assumes all of the obligations hereunder. Any assignment must be in writing, specifically describe the property in question, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City and recorded in the real property records as may be required by applicable law. Upon any such assignment, the assignor will be released of any further obligations under this Agreement as to the property sold and obligations assigned.
- B. The provisions of this Agreement will be binding upon, and inure to the benefit

of the Parties, and their respective successors and assigns. This Agreement will not, however, be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Project.

2.08 Miscellaneous

- A. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as it applies to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The parties acknowledge that this Agreement is performable in Hays County, Texas and hereby submit to the jurisdiction of the courts of that County, and hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.
- B. Severability. If any provision of this Agreement is 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, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.
- C. Notices. All notices, demands and requests required hereunder shall be in writing and shall be deemed to have been properly delivered and received (i) as of the date of delivery to the addresses set forth below if personally delivered or delivered by facsimile machine, with confirmation of delivery (in the event a facsimile is sent after 5:00 p.m. local San Marcos, Texas time, it shall be deemed to have been received on the next day), or email (as indicated below); (ii) three (3) business days after deposit in a regularly maintained receptacle for the United States mail, certified mail, return receipt requested and postage prepaid; or (iii) one (1) business day after deposit with Federal Express or comparable overnight delivery system for overnight delivery with all costs prepaid. All notices, demands and requests hereunder shall be addressed as follows:

If to City: City of San Marcos
 Attn: City Manager
 630 East Hopkins Street
 San Marcos, Texas 78666

With a copy to:

 City of San Marcos
 Attn: City Attorney
 630 East Hopkins Street

San Marcos, Tx 78666

If to the Owner: **UPDATE**

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

D. GOVERNMENTAL FUNCTION; 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.

EXECUTED to be effective as of the Effective Date first stated above.

CITY OF SAN MARCOS, TEXAS:

By: _____
Bert Lumbreras, City Manager

Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the ____ day of _____ 2020, by Bert Lumbreras, City Manager of the City of San Marcos, in such capacity, on behalf of said entity.

Notary Public, State of Texas

Rattler Road Storage LLC.:

By: _____

Name: _____

Title: _____

Acknowledgement

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____ 2020,
by _____, in his capacity as owner of Rattler Road Storage, LLC

Notary Public, State of Texas

Exhibit □
Metes and Bounds

EXHIBIT "A"

STATE OF TEXAS
COUNTY OF HAYS

REBECCA BROWN SURVEY, A-46
R13872 MARTIN 3.620 ACRES

BEING A 3.620 ACRE PARCEL OF LAND OUT OF THE REBECCA BROWN SURVEY, ABSTRACT NO. 46, HAYS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CALLED 8.00 ACRE TRACT OF LAND CONVEYED TO JAY H. MARTIN, III AND IRMADEAN S. MARTIN, BY DEED DATED DECEMBER 23, 1998 AND RECORDED IN VOLUME 1488, PAGE 321, DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METERS AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found at the west corner of said Martin called 8.00 acre tract, same being at a common corner of that certain called 7.025 acre tract conveyed to the Pedro T. & Josefa G. Islas Revocable Living Trust by deed recorded in Volume 4661, Page 549, Official Public Records of Hays County, Texas, and being in the northeast line of Bl Camino Way, a variable width public right-of-way;

THENCE North 48°20'44" East, along the northwest line of said Martin called 8.00 acre tract and the meanders of a wire fence, at a distance of 326.14 feet passing a 1/2" iron rod found at the east corner of said Islas Revocable Living Trust tract and the common corner of that certain called 8.971 acre tract of land conveyed to Best Perkins Stokes Limited Partnership by deed recorded in Volume 3181, Page 459, Official Public Records of Hays County Texas, and continuing on for a total distance of 530.46 feet to a 1/2" iron rod with "Byrn" cap found at the south corner of Rattler Road, a 90 foot wide public right-of-way as shown by map of the San Marcos High School Subdivision, recorded in Volume 16, Page 62 of the Plat Records of Hays County, Texas;

THENCE continuing along the northwest line of said Martin called 8.00 acre tract, and the southwest line of said Rattler Road, 90 foot wide public right-of-way, North 48°21'43" East, at a distance of 2.78 feet passing a 1/2" iron rod with cap marked "ASH5687" set at the west corner of that called 0.607 acre tract of land conveyed to the City of San Marcos by Fay H. Martin, III and IrmaDean S. Martin by deed recorded in Volume 4585, Page 305, Official Public Records of Hays County, Texas, a corner of said Rattler Road, 80 foot public right-of-way, crossing said Rattler Road and continuing on for a total distance of 84.14 feet to a 1/2" iron rod with cap marked "ASH5687" set at the north corner of said City of San Marcos called 0.607 acre tract, a corner of said Rattler Road, 80 foot public right-of-way, for the POINT OF BEGINNING and the west corner of the herein described tract of land;

THENCE continuing along the northwest line of said Martin called 8.00 acre tract, and continuing along the northeast line of said Rattler Road, North 48°21'43" East, a distance of 7.27 feet to a 1/2" iron rod with "Byrn" cap found at the east corner of said Rattler Road, 90 foot wide public right-of-way, and a common south corner of Lot 1 of said San Marcos High School Subdivision, recorded in Volume 16, Page 62, Hays County Plat Records, for a corner of the herein described tract of land;

THENCE continuing along the northwest line of said Martin called 8.00 acre tract and a common southeast line of said Lot 1 - San Marcos High School Subdivision and the meanders of a wire fence, North 48°19'48" East, a distance of 448.23 feet to a 3/8" iron rod found at an interior corner of said Lot 1 and the common north corner of said Martin called 8.00 acre tract, for the north corner of the herein described tract of land;

THENCE South 41°32'07" East (S 40°58' E Record), along a southwest line of said Lot 1 and the meanders of a wire fence, a distance of 324.54 feet (325.4' Record) to a 1/2" Iron rod found at the east corner of said Martin called 8.00 acre tract, for the east corner of the herein described tract of land, same being at the common north corner of that certain called 1.0 acre tract of land conveyed to William Johnson by deed recorded in Volume 2937, Page 873, Official Records of Hays County, Texas;

THENCE South 48°11'05" West, along the southeast line of said Martin called 8.00 acre tract and the meanders of a wire fence, a distance of 238.29 feet to a 1/2" Iron rod found at the west corner of said Johnson called 1.0 acre tract, same being at a common north corner of that certain called 1.00 acre tract of land (Tract I) and the north corner of a 30 foot access easement conveyed to William Johnson by deed recorded in Volume 4485, Page 495, Official Public Records of Hays County, Texas, for a corner of the herein described tract of land;

THENCE South 48°17'25" West, continuing along the southeast line of said Martin called 8.00 acre tract, the northwest line of said 30 foot access easement conveyed to William Johnson, and the meanders of a wire fence, a distance of 202.70 feet to a 1/2" Iron rod found at the west corner of said William Johnson 1.00 acre (Tract I) and the common north corner of that certain called 1.00 acre tract of land (Tract II) conveyed to William Johnson by deed recorded in Volume 4485, Page 495, Official Public Records of Hays County, Texas, for a corner of the herein described tract of land;

THENCE South 48°19'07" West, continuing along the southeast line of said Martin called 8.00 acre tract, the northwest line of said 30 foot access easement conveyed to William Johnson, and the meanders of a wire fence, a distance of 71.87 feet to a 1/2" Iron rod with cap marked "AS15687" set at the east corner of the aforesaid called 0.607 acre tract of land conveyed to the City of San Marcos, same being in the arc of a curve in the northeast line of aforesaid Rattler Road, 80 foot public right-of-way, for the south corner of the herein described tract of land;

THENCE (through and over) said Martin called 8.00 acre tract, along the northeast line of said Rattler Road, the following courses and distances numbered (1) and (2):

1) Northwesterly a distance of 93.89 feet along the arc of said curve to the right, having a radius of 2000.00 feet, a delta angle of 02°41'23" and a chord which bears North 32°29'28" West, a distance of 93.88 feet to a 1/2" Iron rod with cap marked "AS15687" set for corner;

2) North 31°09'45" West, a distance of 236.59 feet to the POINT OF BEGINNING and CONTAINING 3.620 ACRES OF LAND.



Exhibit B
Site Plan



ARCHITECTURE - DEVELOPMENT

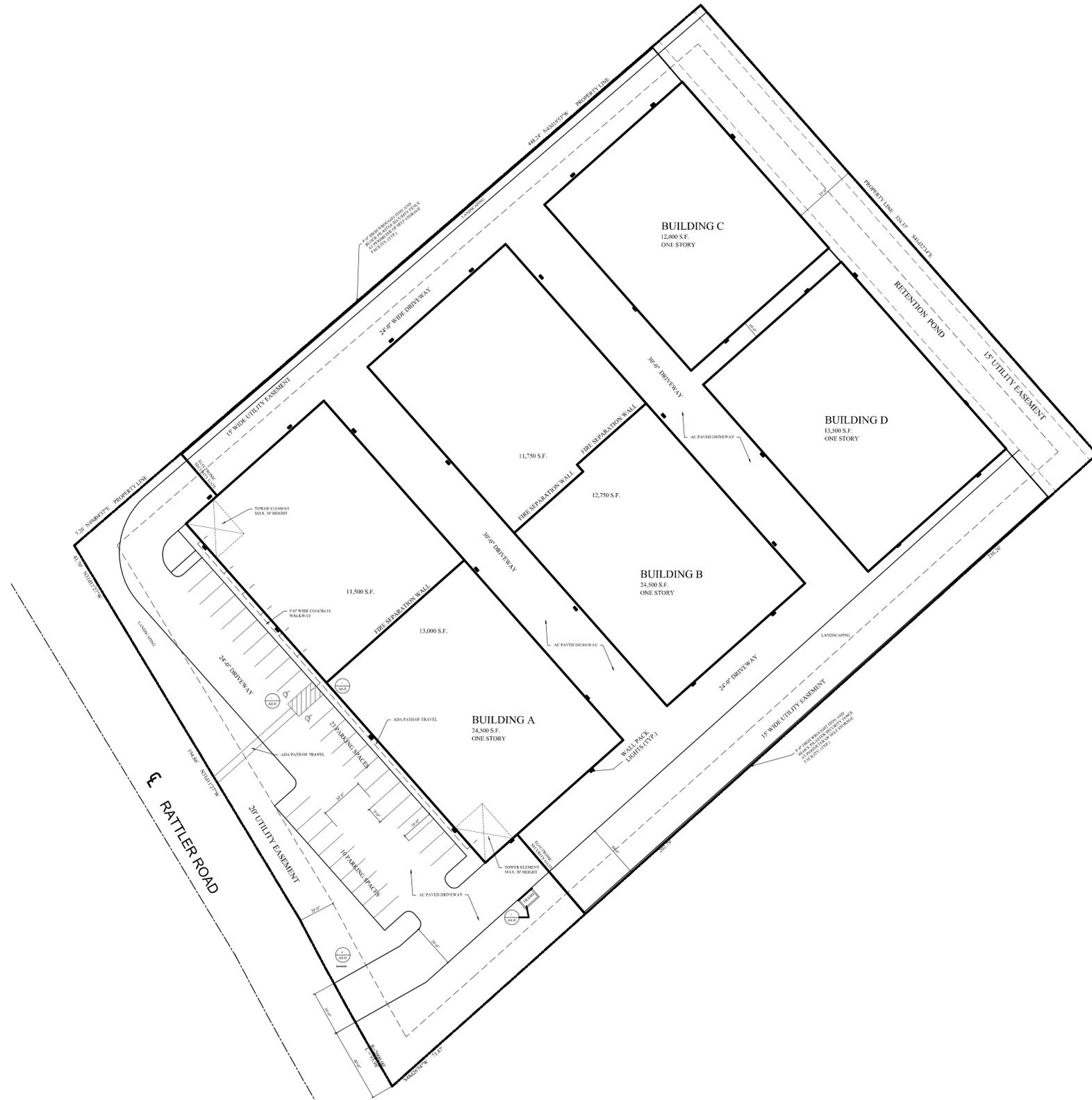
P.O. BOX 1558
Ramona, CA 92065
(760) 522-1202

kearch@gmail.com

PLANS ARE PREPARED UNDER
MY DIRECT SUPERVISION



These Drawings, Design, Specifications and other documentation prepared by the Architect for the Project are the exclusive property of KIE Architecture Development. Their use or publication shall be restricted to the use of this Project and the Architect shall retain all common law, statutory and other reserved rights, including copyright. The Architect's Drawings, Specifications and other documents shall not be used in whole or part by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate cooperation to the Architect.



OWNER:

PROJECT:
**RATTLER ROAD
BUSINESS PARK & STORAGE**
2835 RATTLER ROAD
SAN MARCOS, TX. 78666

DATE:
05-22-2020

<input checked="" type="checkbox"/>	PRELIMINARY NOT FOR CONSTRUCTION	05-22-2020
<input type="checkbox"/>	PLAN CHECK SUBMITTAL ONE	00-00-00
<input type="checkbox"/>	PLAN CHECK SUBMITTAL TWO	00-00-00
<input type="checkbox"/>	ISSUED FOR PERMIT	00-00-00
<input type="checkbox"/>	ISSUED FOR BIDDING	00-00-00
<input type="checkbox"/>	ISSUED FOR CONSTRUCTION	00-00-00

REVISIONS

NO.	REVISION	DATE
▲		00-00-00
▲		
▲		
▲		

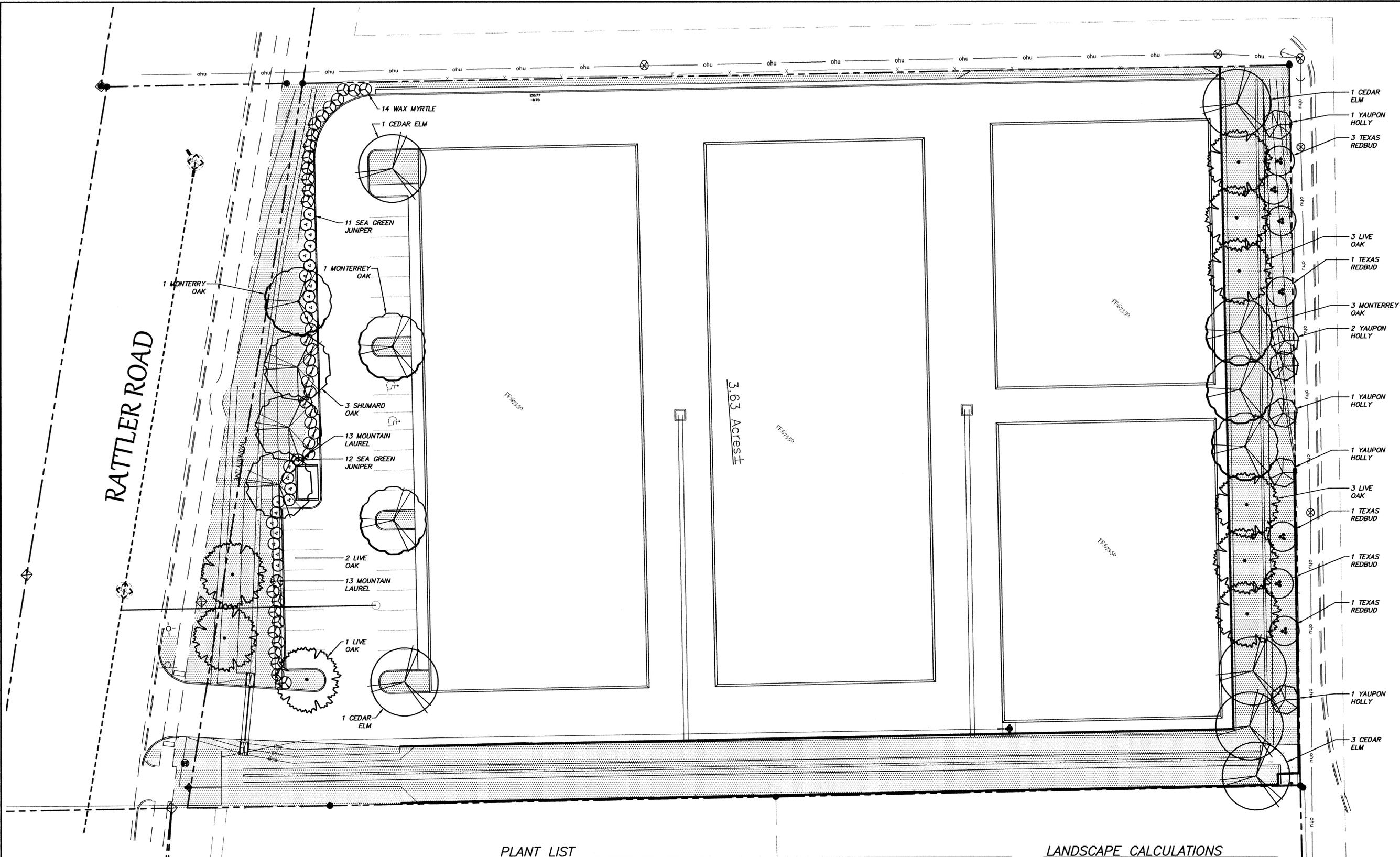
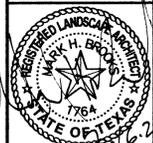
SHEET NO.
A
1.0

SITE PLAN
SCALE: 1" = 30'-0"



VICINITY MAP
NTS





EROSION CONTROL MATTING NOTES

- Contractor shall install erosion control matting on all seeded slopes greater than 4:1 and storm water drainage swales. Erosion control matting to be installed within 24 hours of seed hydro-mulching operations.
- Erosion control matting to be S150 manufactured by North American Green or approved equal. Install erosion control matting per manufacturer's specifications.
- Installation of erosion control matting shall include the repair of ruts, re-seeding, removal of rocks, clods, or other debris that prevents contact with the soil.

PLANT LIST

QUANTITY	DESCRIPTION	QUANTITY	DESCRIPTION
24,967	COMMON BERMUDAGRASS - <i>Cynodon dactylon</i> sq. ft. Hydromulch (Refer to Turf Application Notes)	6	YAUAPON HOLLY - <i>Ilex vomitoria</i> "Pride of Houston" 2" cal. 30 gal., 6' ht., 3' sprd., dark green, full
24,967	ANNUAL RYE - <i>Lolium</i> spp. sq. ft. (Refer to Turf Application Notes)	6	MONTERREY OAK - <i>Quercus polymorpha</i> 3" cal., 65 gal., container, 12'-13' ht., 7' sprd., dark green, full, single straight trunk
23	SEA GREEN JUNIPER - <i>Juniperus chinensis</i> "Sea Green" 5 gal., 5' o.c., 18" ht. 18" sprd., dark green, full	3	SHUMARD OAK - <i>Quercus shumardii</i> 3" cal., 65 gal., container, 11'-12' ht., 4' sprd., dark green, full, single straight trunk
25	WAX MYRTLE - <i>Myrica cerifera</i> 5 gal., 5' o.c., 18" ht., 12" sprd., dark green, full	6	LIVE OAK - <i>Quercus virginiana</i> 3" cal., 45 gal., container, 10'-11' ht., 5' sprd., dark green, full, single straight trunk
13	MOUNTAIN LAUREL - <i>Sophora secundiflora</i> 5 gal., 5' o.c., 18" ht., 12" sprd., dark green, full	6	CEDAR ELM - <i>Ulmus crassifolia</i> 3" cal., B & B, 12'-13' ht., 4' sprd., dark green, full, single straight trunk
7	TEXAS REDBUD - <i>Cercis canadensis</i> var. <i>texensis</i> 2" cal., 30 gal., 6' ht., 3' sprd., dark green, full, multi-trunk w/minimum 3/4" cane diameter		

LANDSCAPE CALCULATIONS

LANDSCAPE AREA	Required	Provided
Site area = 154,990.6 s.f.		
Landscape area	15,499 s.f.	24,698 s.f.
TREE & SHRUB PLANTING		
Trees (15,499/1,000)	16	16
Shrubs (16,934/1,000 x 3)	47	61
BUFFER		
Buffer Length = 324.37'		
Shade Trees (324/100 x 4)	13	13
Understory Trees (324/100 x 4)	13	13

TURF LEGEND

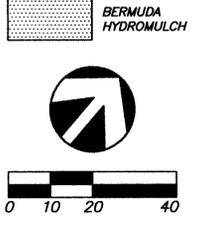


Exhibit C
Renderings



**Rattler Road
Business Park
& Storage**







**Rattler Road
Business Park
& Storage**

**Industrial
Shop**



Rattler Road
Business Park
& Storage

Rattler Road
Business Park
& Storage



Rattler Road
Business Park
& Storage

Rattler Road
Business Park
& Storage



Rattler Road
Business Park
& Storage

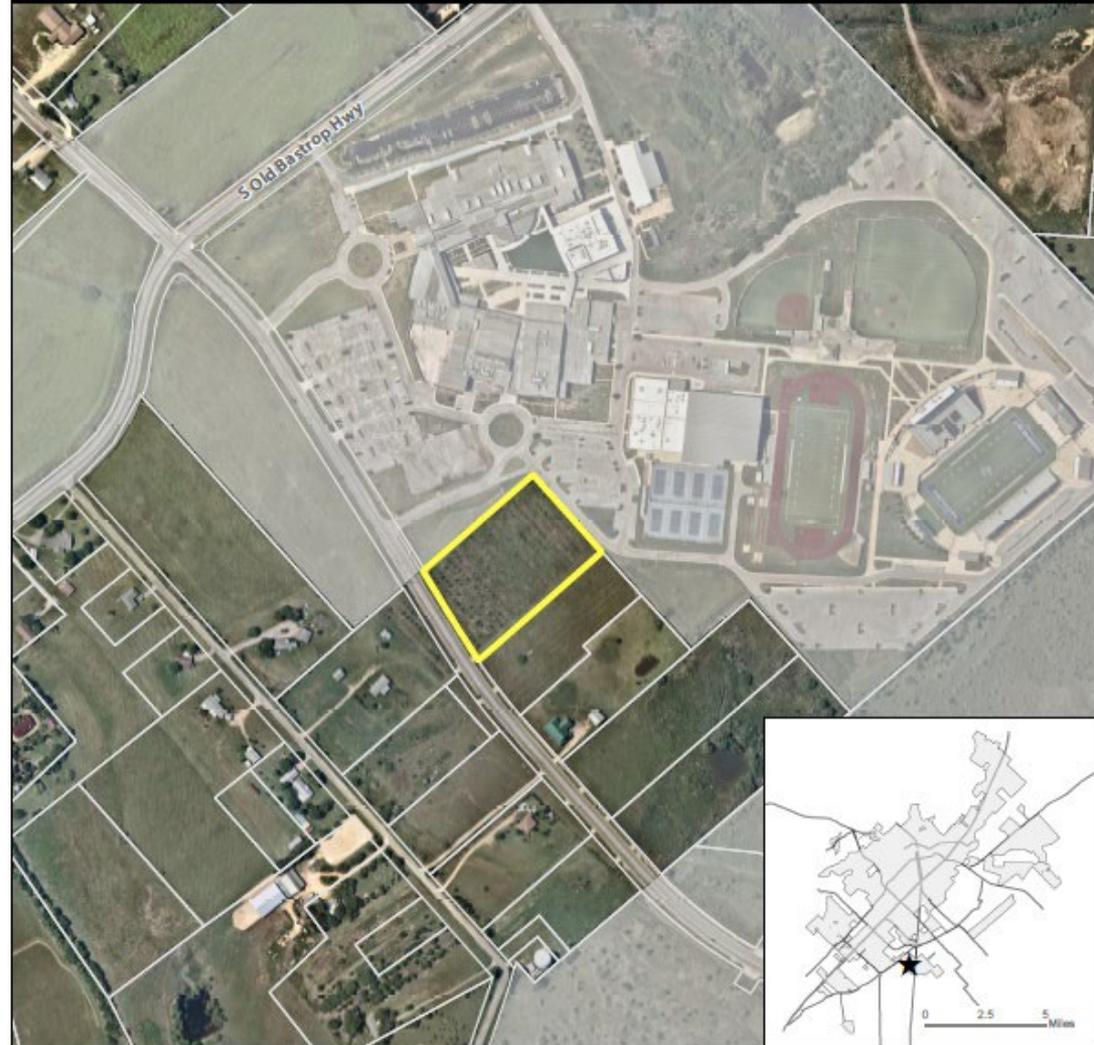
Rattler Road
Business Park
& Storage

PDA-20-01 (Rattler Road Storage)

Hold a Public Hearing and consider approval, by motion, of a Development Agreement requested by Gene Eitel, on behalf of Rattler Storage, for approximately 3.62 acres out of the Rebecca Brown survey located on Rattler Road between Old Bastrop Hwy and Hwy 123.

Location:

- Approximately 3.5 acres located on Rattler Road between Old Bastrop Hwy. and Hwy 123.
- Adjacent to San Marcos High School
- Located within the East Village Medium Intensity Zone as identified by the Preferred Scenario Map



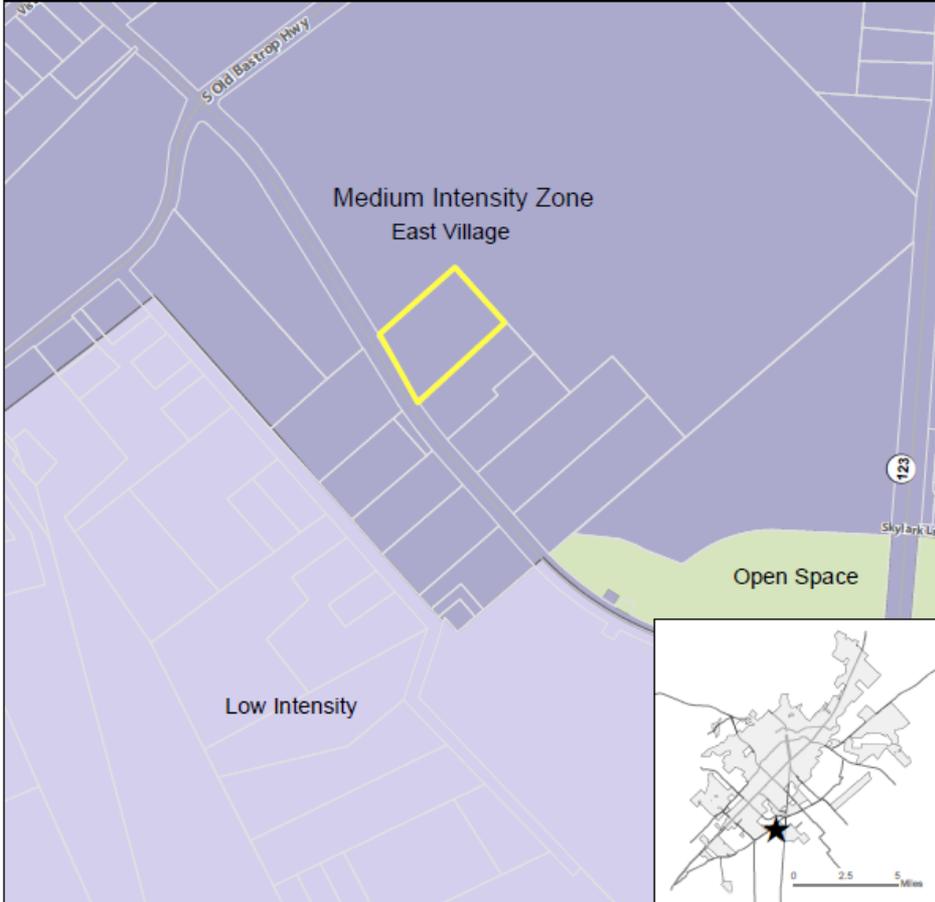
★ Site Location
■ Subject Property
□ Parcel
□ City Limit

0 250 500 1,000 Feet

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Imagery from 2017.

Map Date: 9/29/2020

PDA-20-01 Preferred Scenario Map Rattler Road Storage



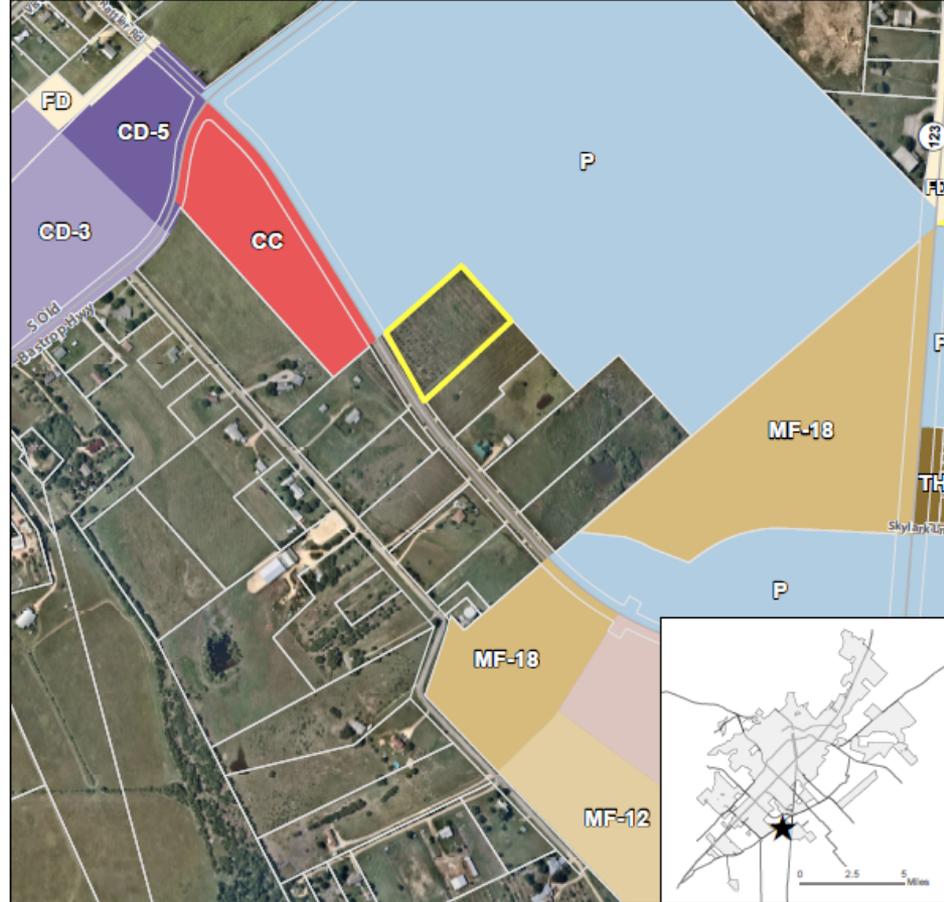
- ★ Site Location
- ▭ Subject Property
- ▭ Parcel
- ▭ City Limit



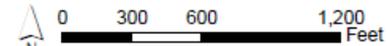
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Imagery from 2017.

Map Date: 7/30/2020

PDA-20-01 Zoning Map Rattler Road Storage



- ★ Site Location
- ▭ Subject Property
- ▭ Parcel
- ▭ City Limit



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Imagery from 2017.

Map Date: 7/30/2020

Proposal Summary:

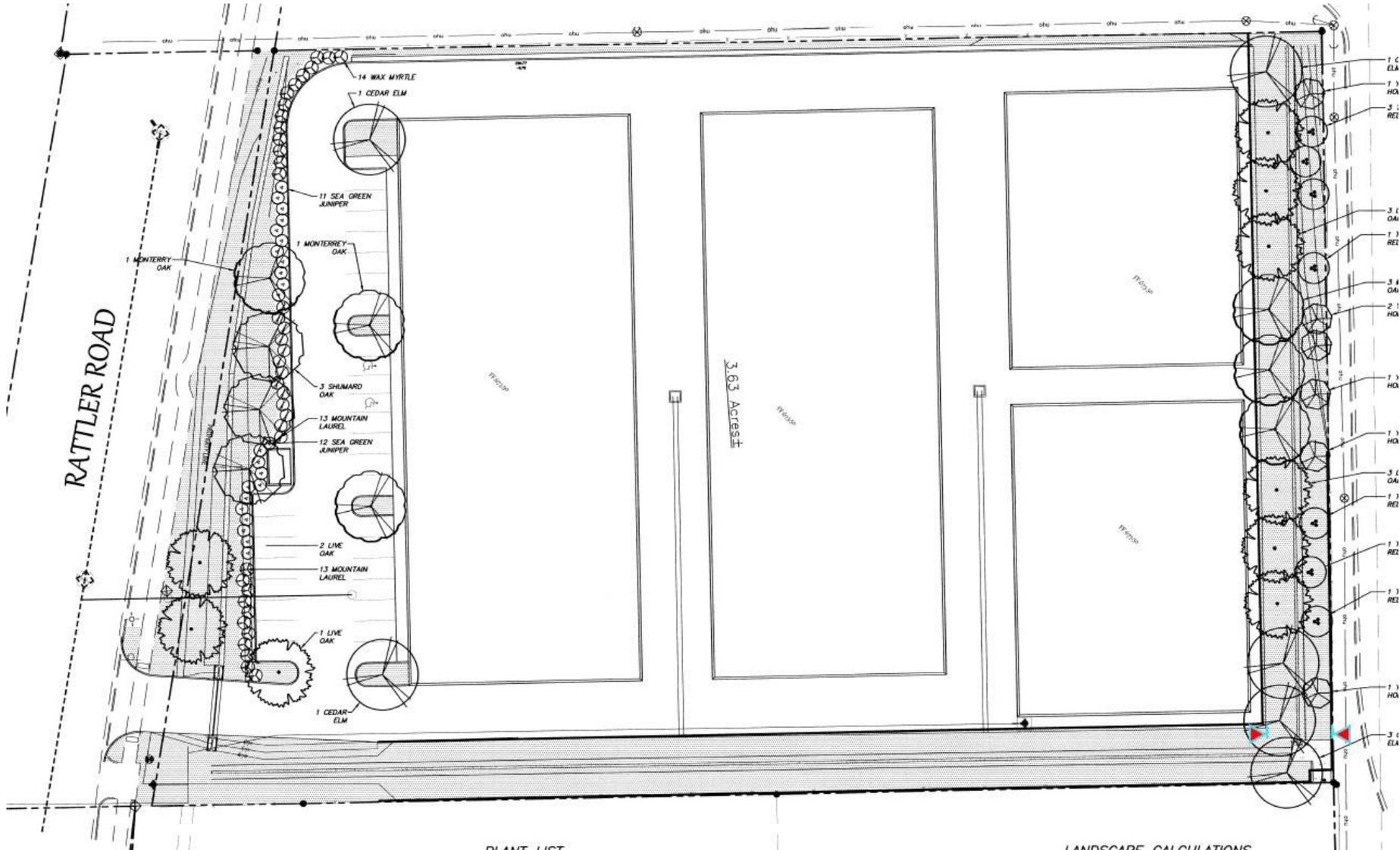
- Self Storage Facility with 4,100 square feet of leasable officespace.
- Increased Landscaping and buffering standards between Storage Facility and San Marcos High School
 - 35 foot landscaped Buffer
 - 4 shade trees per 100 feet within buffer (13 shade trees)
 - 4 understory trees per 100 feet within buffer (13 understory trees)
- Minimum 50% Stucco or Masonry Finish on Rattler Road Facade



Concept Plan



Concept Plan



DEVELOPMENT AGREEMENT APPLICATION

Updated: October, 2019



CONTACT INFORMATION

Applicant's Name	GENE EITEL	Property Owner	IAN OLSEN SHARON EITEL
Company	RATTLER STORAGE	Company	RATTLER STORAGE
Applicant's Mailing Address	16902 Upper Woods Cove AUSTIN, TEXAS 78734	Owner's Mailing Address	4705 MOST BLANC BEE CAVE, TEXAS 78738
Applicant's Phone #	512-820-9960	Owner's Phone #	727-337-2494
Applicant's Email	GENEEITEL@HOTMAIL.COM	Owner's Email	IAN1231@AOL.COM

PROPERTY INFORMATION

Subject Property Address(es): 2835 RATTLER ROAD SAN MARCOS, TEXAS 78666

Legal Description: Lot _____ Block _____ Subdivision _____

Total Acreage: 3.58 Tax ID #: R 138872

Preferred Scenario Designation: N/A Existing Use of Property: VACANT

DESCRIPTION OF REQUEST

Proposed New Preferred Scenario Designation, if any: N/A

Proposed Base Zoning Districts: LIGHT INDUSTRIAL

Proposed Land Uses: OFFICE SUITES & CLIMATE CONTROLLED INDOOR SELF STORAGE

AUTHORIZATION

I certify that the information on this application is complete and accurate. I understand the fees and the process for this application. I understand my responsibility, as the applicant, to be present at meetings regarding this request.

Filing Fee \$2,113 plus \$100 per acre Technology Fee \$13 MAXIMUM COST \$5,013

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

APPLY ONLINE – WWW.MYGOVERNMENTONLINE.ORG/

PROPERTY OWNER AUTHORIZATION

I, IAN OLSEN - SHARON EITEL (owner name) on behalf of

RATTLE ROAD STORAGE LLC (company, if applicable) acknowledge that I/we am/are the rightful owner of the property located at

2835 RATTLE ROAD SAN MARCOS, TEX. 78666 (address).

I hereby authorize GENE EITEL (agent name) on behalf of

RATTLE ROAD STORAGE LLC (agent company) to file this application for

DEVELOPMENT AGREEMENT (application type), and, if necessary, to work with

the Responsible Official / Department on my behalf throughout the process.

Signature of Owner: IAN A. OLSEN
Sharon Eitel
Ian A. Olsen Date: 7-13-2020

Printed Name, Title: SHARON EITEL
IAN A. OLSEN

Signature of Agent: G. Eitel Date: 7/13/20

Printed Name, Title: GENE EITEL

Form Updated October, 2019

**AGREEMENT TO THE PLACEMENT OF NOTIFICATION SIGNS
AND ACKNOWLEDGEMENT OF NOTIFICATION REQUIREMENTS**

The City of San Marcos 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 shall be the responsibility of the applicant to periodically check sign locations to verify that the signs remain in place had have not been vandalized or removed. The applicant shall immediately notify the responsible official of any missing or defective signs. It is unlawful for a person to alter any notification sign, or to remove it while the case is pending; however, any removal or alteration that is beyond the control of the applicant shall not constitute a failure to meet notification requirements.*
- 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 \$91 plus a \$13 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 \$91 plus a \$13 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: 
Print Name: SHARON EITEL
JAN A. OLSEN

Date: 7-13-2020



Legislation Text

File #: Res. 2020-218R, **Version:** 1

AGENDA CAPTION:

Receive a Staff presentation and hold a public hearing to receive comments for or against Resolution 2020-218R, making findings as to the advisability of the improvements proposed in the petition to create the Staples Road Public Improvement District (the "District"); establishing the district; creating the Staples Road Public Improvement District Board of Directors (the "Board"); appointing members to the board; and providing for an effective date.

Meeting date: October 7, 2020

Department: [Click or tap here to enter text.](#)

Amount & Source of Funding

Funds Required: [Click or tap here to enter text.](#)

Account Number: [Click or tap here to enter text.](#)

Funds Available: [Click or tap here to enter text.](#)

Account Name: [Click or tap here to enter text.](#)

Fiscal Note:

Prior Council Action: [Click or tap here to enter text.](#)

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

City Facilities

[Choose an item.](#)

[Choose an item.](#)

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

- Economic Development - [Choose an item.](#)
- Environment & Resource Protection - [Choose an item.](#)
- Land Use - [Choose an item.](#)
- Neighborhoods & Housing - [Choose an item.](#)
- Parks, Public Spaces & Facilities - [Choose an item.](#)
- Transportation - [Choose an item.](#)
- Not Applicable

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

Wastewater Master Plan

Background Information:

A public hearing will be conducted regarding the creation of the proposed Staples Road Public Improvement District (“PID”). The purpose of the PID is to provide a means of financing public infrastructure improvements to serve over 1,800 acres of property with regional city wastewater service (“Regional Sewer Improvements”) in lieu of privately operated package treatment plants. The properties to be served include “The Mayan Tract” that was annexed by the city in 2008, and the proposed Riverbend Ranch and Riley’s Point (Freeman Ranch) developments currently located in the city’s extraterritorial jurisdiction. In addition, the PID would provide a means of financing public improvements to provide screening of residential development adjacent to FM 110 with a masonry wall and to construct a pedestrian tunnel under FM 110 for connection to a bike/pedestrian trail system serving the adjacent properties (“Buffer Improvements”). The estimated cost of the Regional Sewer Improvements and Buffer Improvements is expected to be less than \$30 million.

Following the public hearing, the council will consider adoption of a resolution creating the Staples Road Public Improvement District. As provided in the resolution, any certificates of obligation or revenue bonds issued to finance the Regional Sewer improvements and the Buffer Improvements would be repaid solely from assessments made on the benefitted property and would not impose a financial burden on the City of San Marcos for repayment.

As stated in the resolution, no work on the public improvements may begin until a currently pending application for a privately-operated package sewer treatment plant to serve a portion of the property is withdrawn at the Texas Commission on Environmental Quality (TCEQ) and no bonds or certificates of obligation will be issued until all of the 1,800+ acres of property within the PID has been added to the City of San Marcos’ wastewater certificate of convenience and necessity (CCN).

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 2020-_____

A RESOLUTION OF THE CITY OF SAN MARCOS, TEXAS, IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE: MAKING FINDINGS AS TO THE ADVISABILITY OF THE IMPROVEMENTS PROPOSED IN THE PETITION TO CREATE THE STAPLES ROAD PUBLIC IMPROVEMENT DISTRICT (THE "DISTRICT"); ESTABLISHING THE DISTRICT; CREATING THE STAPLES ROAD PUBLIC IMPROVEMENT DISTRICT BOARD OF DIRECTORS (THE "BOARD"); AND, APPOINTING MEMBERS TO THE BOARD.

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 September 1, 2020, the Freeman Educational Foundation; the Mayan at San Marcos River, LLC; and HK Baugh Ranch, LLC (Individually "Owner", collectively, the "Owners"), submitted and filed with the City Clerk of the City a petition, and on September 22, 2020 filed an amendment to said petition with the City Clerk of the City (the petition, as amended is referred to as the "Petition) requesting the establishment of a public improvement district to be known as the Staples Road Public Improvement District (the "District");

WHEREAS, the Petition indicated that (i) the owners of more than 50% of the appraised value of the taxable real property liable for assessment and (ii) the owners of more than 50% of the area of all taxable real property liable for assessment within the District executed the Petition requesting that the governing body of the City (the "City Council") create the District;

WHEREAS, the City Council has investigated and determined that the facts contained in the Petition are true and correct;

WHEREAS, the District will include the approximately 1,816.29 acres land located within the City and the City's extraterritorial jurisdiction (the "Property"), which Property is more particularly described and depicted on "Exhibit A-1" and "Exhibit A-2" attached hereto and made a part hereof;

WHEREAS, after providing all notices required by Section 372.009 of the Act, the City Council on October 7, 2020 conducted a public hearing on the advisability of the proposed improvements; and

WHEREAS, the City Council adjourned and closed such public hearing.

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

Section 1. The findings set forth in the recitals of this Resolution are hereby found to be true and correct.

Section 2. The Petition submitted to the City by the Owners was filed with the City Clerk of the City and complies with Subchapter A of the Act.

Section 3. Pursuant to the requirements of the Act, including, without limitation, §§ 372.006, 372.009(a), and 372.009(b), the City Council, after considering the Petition and the evidence and testimony presented at the public hearing on October 7, 2020, hereby finds and declares:

(a) Advisability of the Proposed Improvements. It is advisable to provide the Authorized Improvements described in the Petition and this Resolution. The Authorized Improvements will promote the interests of the City and will confer a special benefit on the Property.

(b) General Nature of the Authorized Improvements. The purposes of the District include the design, acquisition, and construction of the public improvement projects authorized by Section 372.003(b) of the Act that are necessary for development of the Property, which public improvements will include, but not be limited to: (1) landscaping; (2) erection of fountains, distinctive lighting, and signs; (3) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (4) construction or improvement of pedestrian malls; (5) acquisition and installation of pieces of art; (6) acquisition, construction, or improvement of libraries; (7) acquisition, construction, or improvement of off-street parking facilities; (8) acquisition, construction, improvement, or rerouting of mass transportation facilities; (9) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (10) the establishment or improvement of parks; (11) projects similar to those listed in items (1)-(10) above. (12) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement; (13) special supplemental services for improvement and promotion of the District, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; (14) payment of expenses incurred in the establishment, administration, and operation of the district; (15) the development, rehabilitation, or expansion of affordable housing within the District; and (16) the payment of expenses incurred in the establishment, administration, and operation of the District, including costs of issuance, funding debt service and capitalized interest reserves and credit enhancement fees of any bonds issued relating to the District, if necessary. The District shall be approved to finance and or construct any of the improvements identified in sections (1) through (16), above, upon the passage of a resolution by the City Council approving the construction and reimbursement of any such improvements. By the adoption of this Resolution No. _____, the City Council hereby authorizes the construction and financing of the following authorized improvements: specific regional sewer improvements which will including a regional sewer lift station, regional sewer force mains, regional gravity sewer mains, and related improvements, as identified on Exhibit “B” hereto, to be used upon completion by the City to provide sanitary sewer service to the property within the District (the “Regional Sewer Improvements”); and, masonry walls and a pedestrian tunnel adjacent to and or within the right-of-way of FM 110 as part of the pedestrian malls and park improvements (the “Buffer Improvements”). The Regional Sewer Improvements and

Buffer Improvements identified above are collectively referred to herein as the “Authorized Improvements”. These Authorized Improvements shall promote the interests of the City and confer a special benefit on the Property. The Regional Sewer Improvements, that are part of the Authorized Improvements, are described in further detail in the opinion of probable cost attached hereto as Exhibit "B" and incorporated herein.

- (c) Estimated Cost of the Authorized Improvements. The estimated costs of the Authorized Improvements are:

The estimated cost of the design, construction, acquisition, and financing of the Regional Sewer Improvements and Buffer Improvements within and or benefiting the District is not expected to exceed \$30,000,000, which cost is proposed to be financed through the issuance of revenue bonds by the City pursuant to Chapter 372 of the Texas Local Government Code, together with the costs of administrating, establishing and operating the District, and the costs of issuance of and interest on such bonds. The revenue bonds would be repaid solely from a pledge of assessments made and collected on benefitted property within the District. The estimated cost of any other improvements identified in Section 3 (b) that are authorized by the City Council in a future resolution, if any, will be set forth in the resolution authorizing such improvements.

- (d) Boundaries of the Proposed District. The boundaries of the proposed District shall contain the Property as identified in Exhibits “A-1” and “A-2” which are attached hereto.

(e) Proposed Method of Assessment. The City shall levy an assessment on each tract within the District to pay the cost of the Authorized Improvements in a manner that results in imposing equal shares of the cost on property similarly benefitted. The proposed method of assessment to be levied on each tract related to the costs of design, construction, financing, and acquisition of the Regional Sewer Improvements, the Buffer Improvements, and other Authorized Improvements is to impose special assessments to be paid in installments on all parcels of property within the District, net of any public right-of-way, according to the number of square feet of land contained in each parcel of property, or in any other manner that results in imposing equal shares of the cost of the Regional Sewer Improvements, the Buffer Improvements, and other Authorized Improvements on property similarly benefitted. For example, the cost of the Regional Sewer Improvements may be assessed based on number of living unit equivalent (“LUE”) in sewer capacity used by each property receiving sewer service. A report will be prepared by the PID Board (as defined below) showing the special benefits accruing to property within the District and how the costs of the Regional Sewer Improvements, Buffer Improvements, and other Authorized Improvements are assessed to property on the basis of special benefit received by the property from the said improvements. If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those authorized improvements financed in part by the assessment, and must continue for a period necessary to retire the indebtedness on those Authorized Improvements (including interest). All Property within the District shall be subject to assessment and levy hereunder except the following classes of otherwise assessable property which shall be excluded from the assessment rolls and shall not be subject to assessment or

levy, to-wit: any property which is public right of way and owned by a public entity which ownership causes said property to be 100% exempt from ad valorem taxation according to the respective official tax roll of Hays and Guadalupe Counties. Each assessment may be paid in full at any time (including accrued and unpaid interest) or may be paid in annual installments (including interest and debt). The installments must be paid in amounts necessary to meet annual costs for the Authorized Improvements and must continue for a period necessary to retire the indebtedness on the Authorized Improvements.

(f) Apportionment of the Cost Between District and the City. The City shall issue bonds pursuant to Chapter 372 Tex. Loc. Gov't. Code to finance the cost of construction of the Regional Sewer Improvements and Buffer Improvements, and all payments on such bonds will be paid solely from assessments levied on the assessable property within the District. The costs of the other Authorized Improvements acquired to benefit Property within the District will be paid from assessments levied on the property within the District, and the City shall not be obligated to pay for the cost of the Authorized Improvements.

(g) Management of the District. The District shall be managed by a three (3) member board as requested in the Petition and as established by the City pursuant to this section:

(1.) Pursuant to § 372.023(a)(3)(A) and (B) of the Act, and the general powers of the City acting as a Texas Home Rule Municipality, the City Council hereby establishes an entity to be known as "The Staples Road Public Improvement District Board" (hereafter the "PID Board") for the purpose of managing the District. The PID Board shall have three directors appointed by the City Council (the "Director" or "Directors"). To be qualified as a Director an individual must be an Owner of property in the District or be the employee or agent of an Owner of property in the District, and must be nominated for appointment as a Director by an Owner, with said nomination being in writing and filed in the office of the City Clerk. Once appointed, a Director shall serve until they resign or are no longer capable of serving, or until their replacement is requested in writing by majority of the Owners of property in the District. A successor in interest to the property of an Owner shall have the right to nominate a Director unless such right has been reserved by the Owner. Directors shall receive no compensation for service on the PID Board.

(2.) The PID Board shall:

- i. adopt bylaws for the operation of the PID Board and the conduct of its business which shall not be in conflict with this Resolution or any ordinance of the City;
- ii. elect from its membership a president, a vice-president and secretary and other officers as may be required;
- iii. keep a true and accurate record of all matters coming before the PID Board;
- iv. be authorized to act on behalf of the City in the management of the District

as provided herein;

- v. prepare an ongoing service plan as required by §372.013 of the Act and present the service plan to the City Council each year for review and approval, and publish and mail notices as required by the Act;
- vi. prepare and present an annual report to the City Council making recommendations on the budget of the District, classes and amounts of assessments required within the District, and on the updated assessment rolls for the District, for consideration and approval by Council in compliance with §372.015 and §372.016 of the Act;
- vii. oversee and administer the design, bidding, award, and timely construction and installation of the Authorized Improvements within the District;
- viii. oversee and administer the maintenance of the Authorized Improvements unless the improvement is under the direct jurisdiction and management of the City or its departments (i.e. the Regional Sewer Improvements);
- ix. establish an account for the deposit of funds and payment of reasonable, necessary, and authorized costs and expenses of the District;
- x. take title to and maintain Authorized Improvements and related property in the name of the City, acting by and through the PID Board, which improvements shall be at all times the property of the City but shall be maintained under the jurisdiction of the PID Board during its existence;
- xi. enter into agreements related to the provision of professional services required for the management of the District;
- xii. enter into and administer reimbursement agreements for the costs of Authorized Improvements pursuant to §372.023(d) of the Act; and
- xiii. take other actions as required to carry out the purpose and intent of the District and as directed by the City Council.

(2.) The following individuals, which have been nominated by the Owners, are hereby appointed to the PID Board:

- i. Mr. Todd Burek, P.O. Box 592016, San Antonio, TX 78259;
- ii. Mr. Paul Kuo, 24607 Fairway Springs, San Antonio, TX 78260; and
- iii. Mr. Mark Sparrow, 865 WC Ranch Road, Willow City, TX 78675.

(h) Advisory Board. The District shall be managed without the creation of an advisory

board.

Section 4. City Council hereby makes the above findings as to the advisability of the Authorized Improvements contained in this Resolution, and the conclusion that the District is needed to fund such Authorized Improvements.

Section 5. This Resolution shall take effect immediately from and after its passage and publication as required by law. Other than the publication of this Resolution after it is adopted, no work may commence on any Authorized Improvement and no other action may be taken in relation to the District, until after the City receives written confirmation that the application for Texas Pollution Discharge Elimination System Permit No. WQ0015784001 pending before the Texas Commission on Environmental Quality (“TCEQ”) has been withdrawn by the applicant for such permit (the “Permit Withdrawal Confirmation”). The Permit Withdrawal Confirmation may be in the form of a copy of a letter from, and signed by, the applicant addressed to the TCEQ, withdrawing permit application WQ0015784001, and requesting that the processing of the application be indefinitely suspended, with verification from the TCEQ that the letter has been received and accepted. The Permit Withdrawal Confirmation shall be considered received by the City when electronically filed with the City Clerk and copied to the City Attorney. The prohibition of work commencing on the Authorized Improvements and actions being taken in relation to the District set forth in this Section 5 shall be terminated and shall no longer be in effect upon receipt by the City of the Permit Withdrawal Confirmation with verification from the TCEQ, but no bonds shall be approved or issued to finance the Authorized Improvements until the property described in Exhibit “A-2” as Tracts 15 thru 19, 21 thru 23, 26 thru 31, and 46 thru 48 are located within the City of San Marcos’ Wastewater CCN No. 20116 (the “CCN”). The City resolves to support, and not oppose, the inclusion of such tracts in its CCN.

PASSED AND APPROVED on this 7th day of October 2020.

ATTEST:

THE CITY OF SAN MARCOS, TEXAS

City Secretary

MAYOR

EXHIBIT A-2

STAPLES ROAD PUBLIC IMPROVEMENT DISTRICT						
Boundries and Property Included Within District						
TRACT	COUNTY	APPRAISAL DIST. ID NO.	PROPERTY OWNER	OWNER ADDRESS	APPRAISED VALUE	ACRES
6	HAYS	R10488	ISHLER, DEREK	2218 STAPLES RD, SAN MARCOS, TX 78666	\$ 81,040.00	1.921645224
7	HAYS	R85437	ISHLER, DEREK	2218 STAPLES RD, SAN MARCOS, TX 78666	\$ 140,010.00	1.8
8	HAYS	R119855	TOMBLIN HOLDINGS LTD	2011 FM 621, SAN MARCOS, TX 78666	\$ 610,260.00	40.776
9	HAYS	R10495	ALEXANDER, MARY J DAVIS	500 DAVIS RANCH RD, SAN MARCOS, TX 78666-1402	\$ 436,900.00	55.8
10	HAYS	R10497	ALEXANDER, MARY J DAVIS	500 DAVIS RANCH RD, SAN MARCOS, TX 78666-1402	\$ 292,940.00	36.2
11	HAYS	R10504	ALEXANDER, MARY J DAVIS	500 DAVIS RANCH RD, SAN MARCOS, TX 78666-1402	\$ 349,280.00	0.4
12	HAYS	R16585	ALEXANDER, MARY J DAVIS	500 DAVIS RANCH RD, SAN MARCOS, TX 78666-1402	\$ 116,470.00	17
15	HAYS	R16583	HK BAUGH RANCH LLC	24607 FAIRWAY SPCS, SAN ANTONIO, TX 78260	\$ 2,886,220.00	213.596
16	HAYS	R70337	HK BAUGH RANCH LLC	24607 FAIRWAY SPCS, SAN ANTONIO, TX 78260	\$ 1,621,340.00	119.988
17	HAYS	R70338	HK BAUGH RANCH LLC	24607 FAIRWAY SPCS, SAN ANTONIO, TX 78260	\$ 1,044,660.00	7
18	HAYS	R70350	HK BAUGH RANCH LLC	24607 FAIRWAY SPCS, SAN ANTONIO, TX 78260	\$ 152,480.00	9.905
19	HAYS	R70351	HK BAUGH RANCH LLC	24607 FAIRWAY SPCS, SAN ANTONIO, TX 78260	\$ 184,100.00	1
20	HAYS	R133631	CEMENTERIO DEL RIO	FM 621, SAN MARCOS, TX 78666	NA	2.08
21	HAYS	R19015	FREEMAN EDUCATIONAL FOUNDATION	% FROST NATIONAL BANK TRUST, P O BOX 2950, SAN ANTONIO, TX 78299-2950	\$ 2,007,010.00	99.0201
22	HAYS	R20294	FREEMAN EDUCATIONAL FOUNDATION	% FROST NATIONAL BANK TRUST, P O BOX 2950, SAN ANTONIO, TX 78299-2950	\$ 4,149,520.00	204.7248
23	HAYS	R130384	FREEMAN EDUCATIONAL FOUNDATION	% FROST NATIONAL BANK TRUST, P O BOX 2950, SAN ANTONIO, TX 78299-2950	\$ 65,470.00	3.23
23	HAYS	R151625	HAYS COUNTY	111 E SAN ANTONIO ST, STE 101, SAN MARCOS, TX 78666	NA	45.42
24	HAYS	R151604	HAYS COUNTY	111 E SAN ANTONIO ST, STE 101, SAN MARCOS, TX 78666	NA	21.14
25	HAYS	R151608	HAYS COUNTY	111 E SAN ANTONIO ST, STE 101, SAN MARCOS, TX 78666	NA	32.757
26	HAYS	R13041	MAYAN AT SAN MARCOS RIVER LLC	22711 FOSSIL PEAK, SAN ANTONIO, TX 78261-3022	\$ 286,630.00	25.7636
27	HAYS	R16386	MAYAN AT SAN MARCOS RIVER LLC	22711 FOSSIL PEAK, SAN ANTONIO, TX 78261-3022	\$ 555,000.00	52.0043
28	HAYS	R92442	MAYAN AT SAN MARCOS RIVER LLC	22711 FOSSIL PEAK, SAN ANTONIO, TX 78261-3022	\$ 1,101,380.00	103.1999
29	HAYS	R151617	MAYAN AT SAN MARCOS RIVER LLC	22711 FOSSIL PEAK, SAN ANTONIO, TX 78261-3022	\$ 664,130.00	35.3146
30	HAYS	R151618	MAYAN AT SAN MARCOS RIVER LLC	22711 FOSSIL PEAK, SAN ANTONIO, TX 78261-3022	\$ 275,690.00	14.6596
31	GUADALUPE	56565	MAYAN AT SAN MARCOS RIVER LLC	22711 FOSSIL PEAK, SAN ANTONIO, TX 78261-3022	\$ 26,859.00	277.415
35	GUADALUPE	56556	ENDER RAY L & A	725 SCULL RD, SAN MARCOS, TX 78666	\$ 173,000.00	1.00
36	GUADALUPE	56573	ENDER RAY LEE-VLB	725 SCULL RD, SAN MARCOS, TX 78666	\$ 1,994.00	9.32
37	GUADALUPE	56555	ENDER RAY L & A	725 SCULL RD, SAN MARCOS, TX 78666	\$ 1,911.00	8.93
38	GUADALUPE	119535	VTX COMMUNICATIONS LLC	881 EAST HIDALGO AVENUE, RAYMONDVILLE, TX 78580	\$ 96,000.00	3.992917164
39	GUADALUPE	56549	MILLENNIUM INTERESTS LTD	1718 STATE STREET, HOUSTON, TX 77007	\$ 14,399.00	100.691
40	GUADALUPE	56635	SHELL LON R & P	3409 FM 621, SAN MARCOS, TX 78666	\$ 231,132.00	1.002782309
41	GUADALUPE	56633	SHELL LON R & P	3409 FM 621, SAN MARCOS, TX 78666	\$ 13,728.00	48.38
42	GUADALUPE	56610	CADENA JAIME M & SAN JUANA	720 PICASSO DR, SAN MARCOS, TX 78666	\$ 35,144.00	50.062
46	HAYS	R20295	FREEMAN EDUCATIONAL FOUNDATION	% FROST NATIONAL BANK TRUST, P O BOX 2950, SAN ANTONIO, TX 78299-2950	\$ 2,940,040.00	127.1898
47	HAYS	R20304	FREEMAN EDUCATIONAL FOUNDATION	% FROST NATIONAL BANK TRUST, P O BOX 2950, SAN ANTONIO, TX 78299-2950	\$ 380,020.00	16.44
48	HAYS	R151626	FREEMAN EDUCATIONAL FOUNDATION	% FROST NATIONAL BANK TRUST, P O BOX 2950, SAN ANTONIO, TX 78299-2950	\$ 627,930.00	27.1653
					TOTAL APPRAISED VALUE OF TAXABLE PROPERTY=	\$ 21,562,687.00
					TOTAL APPRAISED VALUE OF PETITIONERS PROPERTY=	\$ 18,968,479.00

= Denotes Petitioner

EXHIBIT B

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
FOR
ULTIMATE CONDITIONS - LIFT STATION & FORCE MAIN @ 9680 LUE'S
April 29, 2020

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
<i>Lift Station Improvements</i>					
1	Mobilization	LS	1	11%	\$ 1,168,421.74
2	Insurance & Bond	LS	1	3%	\$ 318,660.48
3	Preparing Right-of-Way	LS	1	4%	\$ 424,880.63
4	6" DR13.5 HDPE Force Main #1	LF	22465	\$ 40.00	\$ 898,600.00
5	6" DR13.5 HDPE Force Main #2	LF	22465	\$ 40.00	\$ 898,600.00
6	12" DR13.5 HDPE Force Main #3	LF	22465	\$ 100.00	\$ 2,246,500.00
7	20" DR13.5 HDPE Force Main #4	LF	22465	\$ 150.00	\$ 3,369,750.00
8	Air Release Valve	EA	20	\$ 2,500.00	\$ 50,000.00
9	Trench Excavation Safety Protection	LF	89860	\$ 1.00	\$ 89,860.00
10	Force Main Tie-In	EA	4	\$ 2,000.00	\$ 8,000.00
11	Sanitary Sewer Manhole	EA	5	\$ 4,500.00	\$ 22,500.00
12	30'Hx20'D Cast-In-Place Wet Well	LS	1	\$ 750,000.00	\$ 750,000.00
13	Submersible Pumps	EA	3	\$ 100,000.00	\$ 300,000.00
14	Site Pavement	LS	1	\$ 30,000.00	\$ 30,000.00
15	Concrete Driveway	LS	1	\$ 15,000.00	\$ 15,000.00
16	Structural Slabs	LS	1	\$ 100,000.00	\$ 100,000.00
17	Earthwork	LS	1	\$ 50,000.00	\$ 50,000.00
18	Fencing & Gates	LS	1	\$ 20,000.00	\$ 20,000.00
19	Electrical Service, Control Panels, & SCADA Tower	LS	1	\$ 500,000.00	\$ 500,000.00
20	Yard Piping, Wet Well Piping, Valves, & Fittings	LS	1	\$ 150,000.00	\$ 150,000.00
21	Water Service	EA	1	\$ 1,200.00	\$ 1,200.00
22	Backup Power Generator	EA	1	\$ 80,000.00	\$ 80,000.00
23	Temporary Construction Esm't	AC	15.5	\$ 7,500.00	\$ 116,250.00
24	Water Easement	AC	18.1	\$ 15,000.00	\$ 270,755.85
25	Easement Acquisition (35'-Wide)	LS	1	\$ 500,000.00	\$ 500,000.00
26	Canopy for Control Panels	LS	1	\$ 25,000.00	\$ 25,000.00
27	Odor Control Appurtenances	LS	1	\$ 30,000.00	\$ 30,000.00
28	Miscellaneous Appurtenances	LS	1	\$ 100,000.00	\$ 100,000.00
29	Driveway Crossings	EA	11	\$ 1,000.00	\$ 11,000.00
30	Bore & Casing 12"	LF	500	\$ 300.00	\$ 150,000.00
31	Bore & Casing 24"	LF	250	\$ 400.00	\$ 100,000.00
32	Bore & Casing 42"	LF	250	\$ 600.00	\$ 150,000.00
33	3-Phase Services	LS	1	\$ 500,000.00	\$ 500,000.00
<i>Gravity Main Improvements</i>					
33	8" Sewer Main (Trunk Line)	LF	6411	\$ 40.00	\$ 256,440.00
34	21" SDR26 Sewer Main (Trunk Line)	LF	1330	\$ 125.00	\$ 166,250.00
35	24" SDR26 Sewer Main (Trunk Line)	LF	4772	\$ 200.00	\$ 954,400.00
36	Gravity Manholes	EA	37	\$ 4,500.00	\$ 166,500.00
	Contingency	LS	1	20%	\$ 2,997,713.74
	Engineering	LS	1	10%	\$ 1,498,856.87

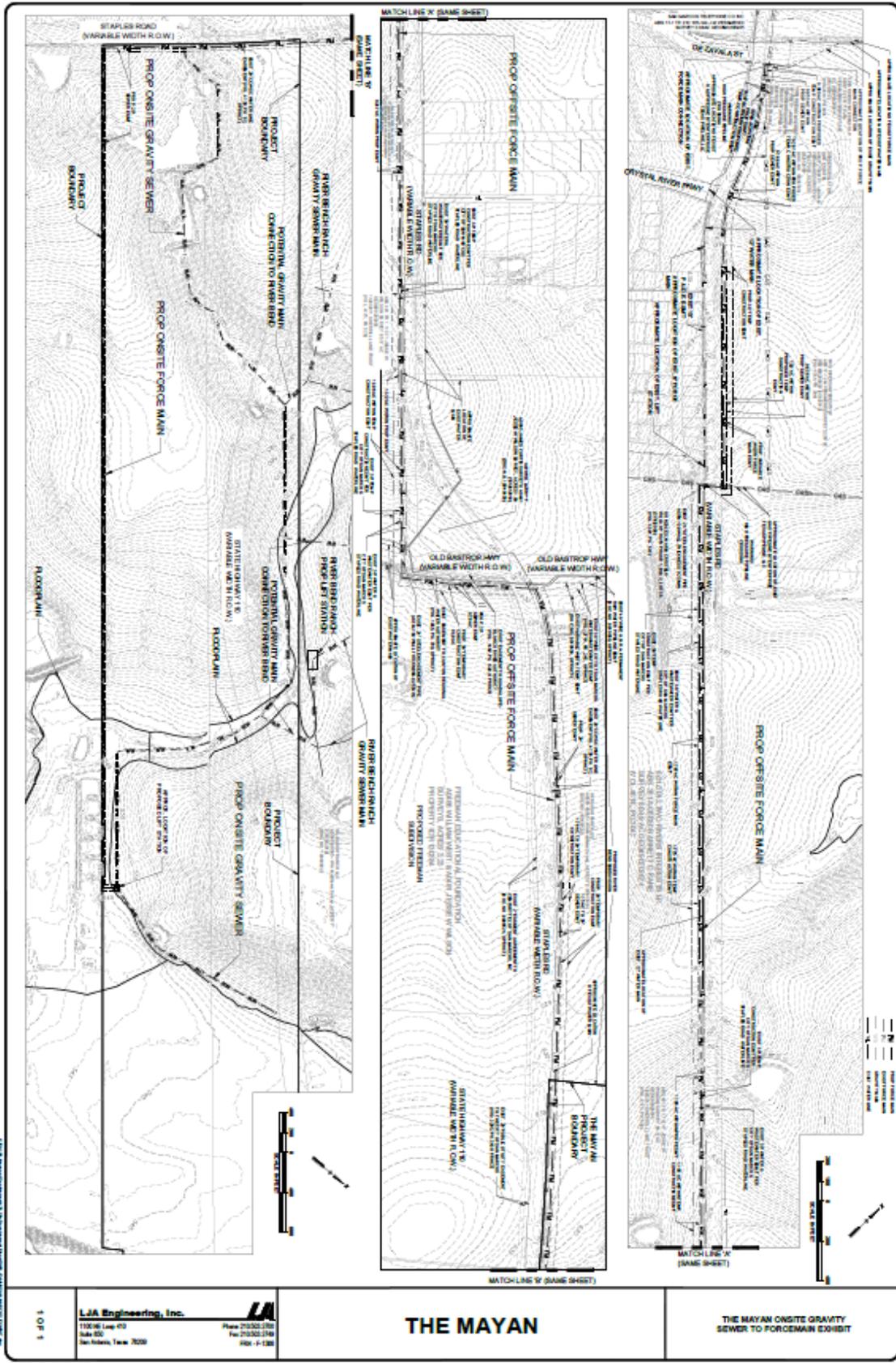
ULTIMATE SEWERSHED TOTAL LIFT STATION IMPROVMENTS \$19,485,139.32

This is an estimate only. Actual "Oversizing Cost" will be calculated after bids are awarded and work is completed based on actual cost per LUE of service.

LJA Engineering, Inc. does not warrant or guarantee this "estimated cost" as an "actual cost" and/or if an "actual Construction Cost" is required, and/or desired then construction bids should be obtained from appropriate sources. This estimate is being supplied for the applicable municipality only and no representations, warranties, or guarantees are rendered hereby to any other person or entity specifically including, but not limited to, any mortgagor or lending institution.

PREPARED BY:
LJA ENGINEERING, INC.
Texas Board of Professional Engineers Registration # F-1386

APPROVED BY:



THE MAYAN PROJECT BOUNDARY TO BE SHOWN ON THE DISTRICT MAP. THE DISTRICT MAP SHALL BE PREPARED BY THE DISTRICT ENGINEER. THE DISTRICT ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE DISTRICT MAP.

1 OF 1
LJA Engineering, Inc.
 1100 W Loop 472
 Suite 400
 San Antonio, Texas 78209
 Phone 781.232.2700
 Fax 781.232.2199
 409-4-1380

THE MAYAN

THE MAYAN ON-SITE GRAVITY SEWER TO FORCEMAIN EXHIBIT

facilities or improvements; (10) the establishment or improvement of parks; (11) projects similar to those listed in items (1)-(10) above, including masonry walls as part of the pedestrian malls and park improvements (the “Buffer Improvements”); (12) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement; (13) special supplemental services for improvement and promotion of the District, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; (14) payment of expenses incurred in the establishment, administration, and operation of the district; (15) the development, rehabilitation, or expansion of affordable housing within the District; and (16) the payment of expenses incurred in the establishment, administration, and operation of the District, including costs of issuance, funding debt service and capitalized interest reserves and credit enhancement fees of any bonds issued relating to the District, if necessary. The authorized improvements within the District will include, but not be limited to, specific regional sewer improvements which will include: a regional sewer lift station; regional sewer force mains; regional gravity sewer mains; and related improvements, as identified on Exhibit “B” hereto, to be used upon completion by the City to provide sanitary sewer service to the property within the District (the “Regional Sewer Improvements”). The improvements identified in this Article III are collectively referred to herein as the “Authorized Improvements”.

The area comprising the proposed District is not presently improved with sewer utilities in a way that will lead to new properly restricted development in the District and the City. The creation of the District is necessary in order to advance, upgrade and pay for or finance the construction of the Authorized Improvements within the District to provide such sewer service, and to provide the other Authorized Improvements. The proposed District and the Authorized Improvements are feasible, necessary, and will be a benefit to the land within the District.

After construction, the Regional Sewer Improvements identified on Exhibit “B” will be dedicated to the City to become part of, and operated under, the City’s sanitary sewer system, and the lawful rules and regulations of the City related to such service. The dedication of improvements to the City will be subject to the City’s inspection and approval prior to acceptance. The Petitioners, being the persons or entities that signed the Petition and have executed this Amendment, request and concur with the establishment of the District.

ARTICLE IV ESTIMATED COSTS

The estimated costs of the Authorized Improvements are:

- (1) The estimated cost of the design, construction, acquisition and financing of the Regional Sewer Improvements and Buffer Improvements within and or benefiting the District is not expected to exceed \$30,000,000, which cost is proposed to be financed through the issuance of revenue bonds by the City pursuant to Chapter 372 of the Texas Local Government Code, together with the costs of administrating, establishing and operating the District, and the costs of issuance of and interest on such bonds. The revenue bonds would be repaid solely from a pledge of assessments made and collected on benefitted property within the District; and
- (2) The estimated cost of the design, construction, and acquisition of the other Authorized Improvements within the District included in items (1) through (16), above, but excluding the Regional Sewer Improvements and Buffer Improvements, is estimated to be \$51,906.27 per acre of developed property on the +/- 1,507 acres to be developed within the District.

**ARTICLE V
DISTRICT BOUNDARIES**

The District shall contain an area of approximately 1,816.29 acres of land, located partially in Hays County and partially in Guadalupe County, Texas, said land being more specifically identified in the map attached hereto as Exhibit “A-1” (the “Property”). The Property is further identified by Hays and Guadalupe County Appraisal District Parcel ID Numbers on Exhibit “A-2”, which is attached hereto and incorporated herein for all purposes. The District is situated within the corporate limits and extraterritorial jurisdiction of the City. The Property may properly be included within the District. None of the Property is within the corporate boundaries or extraterritorial jurisdiction of any other municipality.

**ARTICLE VI
METHOD OF ASSESSMENT; ASSESSABLE PROPERTY**

The proposed method of assessment related to the costs of design, construction, financing, and acquisition of the Regional Sewer Improvements, the Buffer Improvements, and other Authorized Improvements is to impose a special assessment to be paid in installments on all parcels of property within the District, net of any public right-of-way, according to the number of square feet of land contained in each parcel of property, or in any other manner that results in imposing equal shares of the cost of the Regional Sewer Improvements, the Buffer Improvements, and other Authorized Improvements on property similarly benefitted. A report will be prepared showing the special benefits accruing to property within the District and how the costs of the Regional Sewer Improvements, Buffer Improvements, and other Authorized Improvements are assessed to property on the basis of special benefit received by the property from the said improvements. If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those authorized improvements financed in part by the assessment, and must continue for a period necessary to retire the indebtedness on those Authorized Improvements (including interest).

Petitioners request that the following classes of assessable property be excluded from the assessment rolls: Any property which is public right of way and 100% exempt from ad valorem taxation according to the respective official tax roll of Hays and Guadalupe Counties.

Petitioners request that the following classes of assessable property be included in the assessment rolls: All property identified on Exhibit “A-1” and “A-2” which is not public right of way and not 100% exempt from ad valorem taxation according to the respective official tax roll of Hays and Guadalupe Counties.

**ARTICLE VII
APPORTIONMENT OF COSTS**

The cost of the Regional Sewer Improvements required for providing sanitary sewer service to the Property within the District, the cost of the Buffer Improvements, and the costs of the other Authorized Improvements acquired to benefit Property within the District, will be paid from assessments levied on the property within the District.

ARTICLE VIII MANAGEMENT

The District will be managed by an entity that is approved and created by the City pursuant to § 372.023 (a) (3) of Chapter 372, which entity shall be named the “Board of Directors of the Staples Road Public Improvement District” (the “PID Board”). The PID Board shall be comprised of three board members that are nominated by the Petitioners, and appointed by the City Council in the resolution creating the District. The PID Board shall assigned the responsibility for preparing an ongoing service plan and presenting the plan to the City Council for review and approval pursuant to § 372.013 of Chapter 372, and of management of the design, construction, and maintenance of the Authorized Improvements acquired or provided within the District on behalf of the City. The three (3) individuals nominated by Petitioners and representing property owners in the District, to be appointed by the City to the PID Board, shall be one person nominated in writing by each of the following property owners:

1. The Mayan at San Marcos River, LLC;
2. HK Baugh Ranch, LLC; and
3. Freeman Educational Foundation.

Each of the above property owners has submitted their nomination to the City Clerk prior to the filing of this Amendment. In the event an individual appointed by the City to the PID Board as described herein (the “Director”) is no longer willing or able to serve, the property owner that nominated that Director shall submit a nomination to the City Clerk, in writing, nominating an individual to serve as a replacement for that Director. In the event a Petitioner conveys its property to a successor and does not reserve the right of nomination, the successor shall have the right to nominate the Director.

ARTICLE IX DISTRICT REQUEST

Pursuant to Section 372.005 (7) of Chapter 372, the property owners acting through the individuals signing this Petition hereby request the City to establish of the District, and concur with the creation of the District both individually and on behalf of the entities which they represent.

ARTICLE X GENERAL PROVISIONS.

Petitioners pray that the Petition, as amended by this Amendment, be heard and acted upon by the City Council of San Marcos, Texas on or before October 7, 2020. Petitioners have confirmed that a notice of a public hearing at which the City Council will consider the advisability of the Authorized Improvements and the creation of the District was published on September 20, 2020 in a newspaper of general circulation; and, that said notice was mailed to the current address of the owners of property within the District, as required by § 372.009 of Chapter 372. The Petitioners request that the Council, after the close of the public hearing, approve and adopt a resolution: making findings as to, and authorizing, the Authorized Improvements; establishing the Staples Road Public Improvement District in the manner specified in Chapter 372; and creating the PID Board and appointing the Directors as requested herein. The Petitioners intend for this document to be signed and filed with the City Clerk electronically pursuant to Chapter 322 of the Texas Business and Commerce Code.

RESPECTFULLY SUBMITTED this 22nd day of September, 2020

MAYAN AT SAN MARCOS RIVER, LLC,
a Texas limited liability company

By: DocuSigned by:
David L. Earl
5E9840F35D1B462...

Name: David L. Earl

Title: Manager

By: DocuSigned by:
Gerald Bennett
17414FBCD1F1410...

Name: Gerald Bennett

Title: Manager

By: DocuSigned by:
Todd Burek
3BF2741FC6D4410...

Name: Todd Burek

Title: Manager

HK BAUGH RANCH, LLC, a Texas limited liability company

By: DocuSigned by:
Paul W. Kuo
9F060AF437B3491...

Name: Paul W. Kuo

Title: Manager

FREEMAN EDUCATIONAL FOUNDATION

By: DocuSigned by:
Paul W. Kuo
9F060AF437B3491...

Name: Paul W. Kuo

Title: Authorized Representative

THIS PETITION SHALL BE FILED ELECTRONICALLY BY EMAILING THE FULLY EXECUTED DOCUMENT TO THE CITY CLERK AT cityclerk@sanmarcostx.gov PURSUANT TO SECTION 372.005(C) OF CHAPTER 372 AND SECTION 322.007 OF THE TEXAS BUSINESS & COMMERCE CODE.

EXHIBIT "A-1" BOUNDARIES OF THE PROPOSED DISTRICT

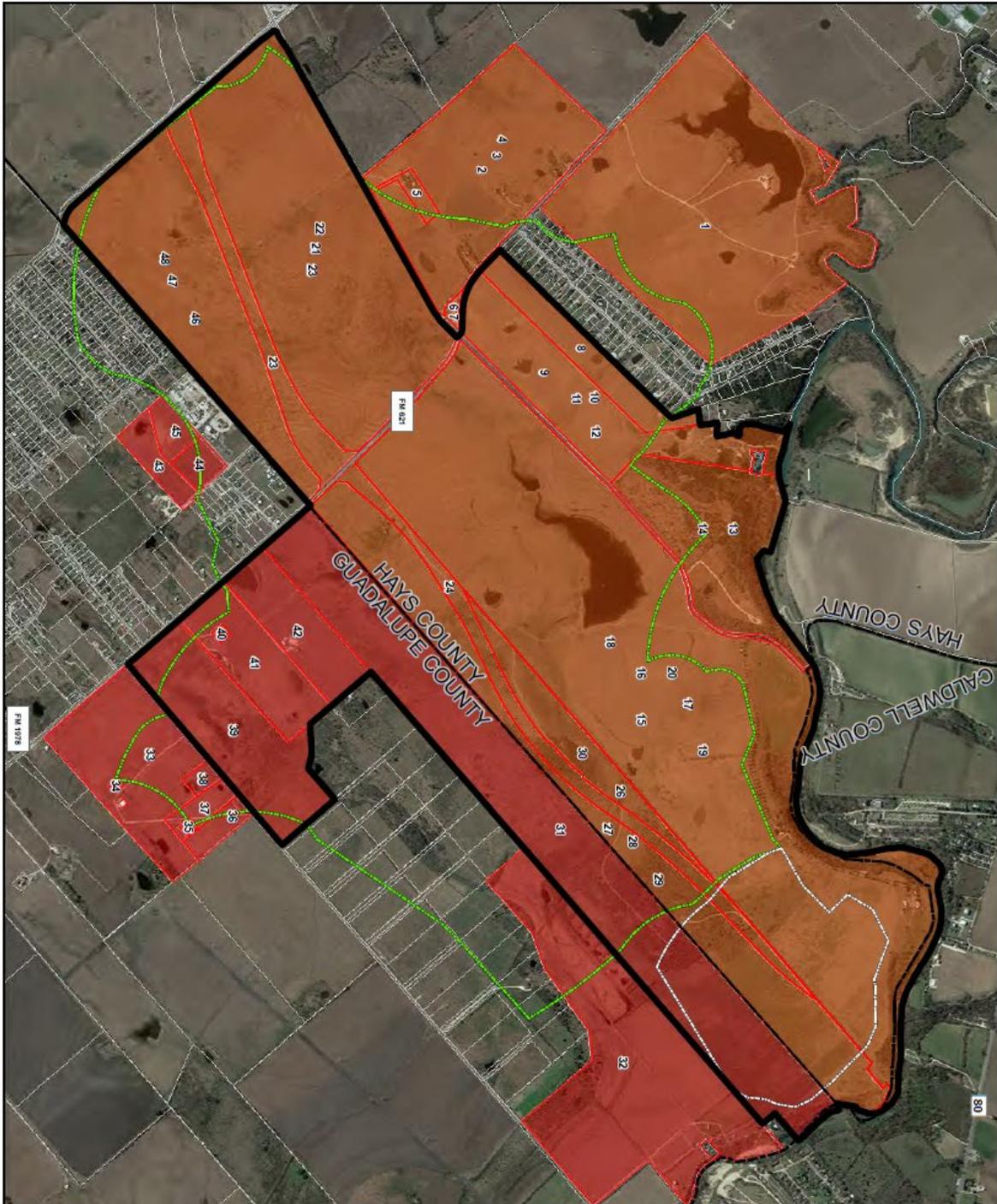
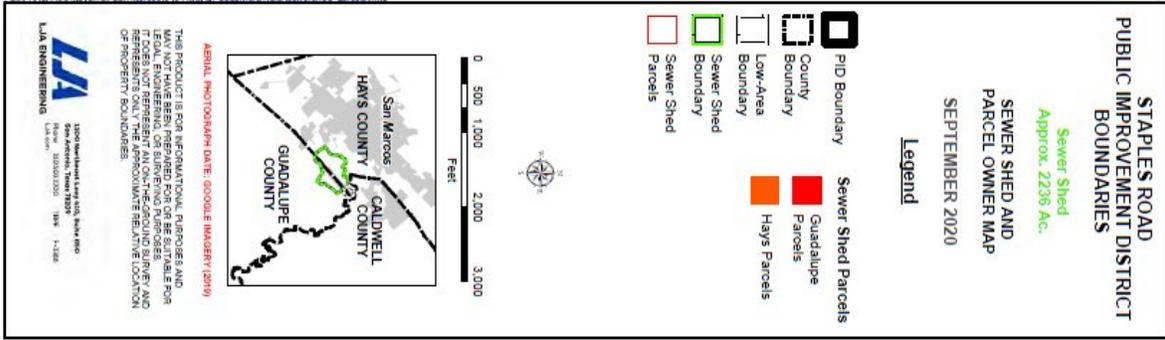


EXHIBIT "A-2"
PARCELS IN THE PROPOSED DISTRICT

STAPLES ROAD PUBLIC IMPROVEMENT DISTRICT						
Boundaries and Property Included Within District						
TRACT	COUNTY	APPRAISAL DIST. ID. NO.	PROPERTY OWNER	OWNER ADDRESS	APPRAISED VALUE	ACRES
6	HAYS	R10488	ISHLER, DEREK	2218 STAPLES RD, SAN MARCOS, TX 78666	\$ 81,040.00	1.921645224
7	HAYS	R85437	ISHLER, DEREK	2218 STAPLES RD, SAN MARCOS, TX 78666	\$ 140,010.00	1.8
8	HAYS	R119855	TOMBLIN HOLDINGS LTD	2011 FM 621, SAN MARCOS, TX 78666	\$ 610,260.00	40.776
9	HAYS	R10495	ALEXANDER, MARY J DAVIS	500 DAVIS RANCH RD, SAN MARCOS, TX 78666-1402	\$ 436,900.00	55.8
10	HAYS	R10497	ALEXANDER, MARY J DAVIS	500 DAVIS RANCH RD, SAN MARCOS, TX 78666-1402	\$ 292,940.00	36.2
11	HAYS	R10504	ALEXANDER, MARY J DAVIS	500 DAVIS RANCH RD, SAN MARCOS, TX 78666-1402	\$ 349,280.00	0.4
12	HAYS	R16585	ALEXANDER, MARY J DAVIS	500 DAVIS RANCH RD, SAN MARCOS, TX 78666-1402	\$ 116,470.00	17
15	HAYS	R16583	HK BAUGH RANCH LLC	24607 FAIRWAY SPGS, SAN ANTONIO, TX 78260	\$ 2,886,220.00	213.596
16	HAYS	R70337	HK BAUGH RANCH LLC	24607 FAIRWAY SPGS, SAN ANTONIO, TX 78260	\$ 1,621,340.00	119.988
17	HAYS	R70338	HK BAUGH RANCH LLC	24607 FAIRWAY SPGS, SAN ANTONIO, TX 78260	\$ 1,044,660.00	7
18	HAYS	R70350	HK BAUGH RANCH LLC	24607 FAIRWAY SPGS, SAN ANTONIO, TX 78260	\$ 152,480.00	9.905
19	HAYS	R70351	HK BAUGH RANCH LLC	24607 FAIRWAY SPGS, SAN ANTONIO, TX 78260	\$ 184,100.00	1
20	HAYS	R133631	CEMENTERIO DEL RIO	FM 621, SAN MARCOS, TX 78666	NA	2.08
21	HAYS	R19015	FREEMAN EDUCATIONAL FOUNDATION	% FROST NATIONAL BANK TRUST, P O BOX 2950, SAN ANTONIO, TX 78299-2950	\$ 2,007,010.00	99.0201
22	HAYS	R20294	FREEMAN EDUCATIONAL FOUNDATION	% FROST NATIONAL BANK TRUST, P O BOX 2950, SAN ANTONIO, TX 78299-2950	\$ 4,149,520.00	204.7248
23	HAYS	R130384	FREEMAN EDUCATIONAL FOUNDATION	% FROST NATIONAL BANK TRUST, P O BOX 2950, SAN ANTONIO, TX 78299-2950	\$ 65,470.00	3.23
23	HAYS	R151625	HAYS COUNTY	1111 E SAN ANTONIO ST, STE 101, SAN MARCOS, TX 78666	NA	45.42
24	HAYS	R151604	HAYS COUNTY	1111 E SAN ANTONIO ST, STE 101, SAN MARCOS, TX 78666	NA	21.14
25	HAYS	R151608	HAYS COUNTY	1111 E SAN ANTONIO ST, STE 101, SAN MARCOS, TX 78666	NA	32.757
26	HAYS	R13041	MAYAN AT SAN MARCOS RIVER LLC	22711 FOSSIL PEAK, SAN ANTONIO, TX 78261-3022	\$ 286,630.00	25.7636
27	HAYS	R16386	MAYAN AT SAN MARCOS RIVER LLC	22711 FOSSIL PEAK, SAN ANTONIO, TX 78261-3022	\$ 555,000.00	52.0043
28	HAYS	R92442	MAYAN AT SAN MARCOS RIVER LLC	22711 FOSSIL PEAK, SAN ANTONIO, TX 78261-3022	\$ 1,101,380.00	103.1999
29	HAYS	R151617	MAYAN AT SAN MARCOS RIVER LLC	22711 FOSSIL PEAK, SAN ANTONIO, TX 78261-3022	\$ 664,130.00	35.3146
30	HAYS	R151618	MAYAN AT SAN MARCOS RIVER LLC	22711 FOSSIL PEAK, SAN ANTONIO, TX 78261-3022	\$ 275,690.00	14.6596
31	GUADALUPE	56565	MAYAN AT SAN MARCOS RIVER LLC	22711 FOSSIL PEAK, SAN ANTONIO, TX 78261-3022	\$ 26,859.00	277.415
35	GUADALUPE	56556	ENDER RAY L & A A	725 SCULL RD, SAN MARCOS, TX 78666	\$ 173,000.00	1.00
36	GUADALUPE	56573	ENDER RAY LEE-VLB	725 SCULL RD, SAN MARCOS, TX 78666	\$ 1,994.00	9.32
37	GUADALUPE	56555	ENDER RAY L & A A	725 SCULL RD, SAN MARCOS, TX 78666	\$ 1,911.00	8.93
38	GUADALUPE	119535	VTX COMMUNICATIONS LLC	881 EAST HIDALGO AVENUE, RAYMONDVILLE, TX 78580	\$ 96,000.00	3.99291764
39	GUADALUPE	56549	MILLENNIUM INTERESTS LTD	1718 STATE STREET, HOUSTON, TX 77007	\$ 14,399.00	100.691
40	GUADALUPE	56635	SHELL LON R & P	3409 FM 621, SAN MARCOS, TX 78666	\$ 231,132.00	1,002782309
41	GUADALUPE	56633	SHELL LON R & P	3409 FM 621, SAN MARCOS, TX 78666	\$ 13,728.00	48.38
42	GUADALUPE	56610	CADENA JAIME M & SAN JUANA	720 PICASSO DR, SAN MARCOS, TX 78666	\$ 35,144.00	50.062
46	HAYS	R20295	FREEMAN EDUCATIONAL FOUNDATION	% FROST NATIONAL BANK TRUST, P O BOX 2950, SAN ANTONIO, TX 78299-2950	\$ 2,940,040.00	127.1898
47	HAYS	R20304	FREEMAN EDUCATIONAL FOUNDATION	% FROST NATIONAL BANK TRUST, P O BOX 2950, SAN ANTONIO, TX 78299-2950	\$ 380,020.00	16.44
48	HAYS	R151626	FREEMAN EDUCATIONAL FOUNDATION	% FROST NATIONAL BANK TRUST, P O BOX 2950, SAN ANTONIO, TX 78299-2950	\$ 627,930.00	27.1653
					TOTAL APPRAISED VALUE OF TAXABLE PROPERTY=	100.000%
					TOTAL APPRAISED VALUE OF PETITIONERS PROPERTY=	87.969%

= Denotes Petitioner

EXHIBIT "B"

REGIONAL SEWER IMPROVEMENTS

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
FOR
ULTIMATE CONDITIONS - LIFT STATION & FORCE MAIN @ 9680 LUE'S
April 29, 2020

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
<i>Lift Station Improvements</i>					
1	Mobilization	LS	1	11%	\$ 1,168,421.74
2	Insurance & Bond	LS	1	3%	\$ 318,660.48
3	Preparing Right-of-Way	LS	1	4%	\$ 424,880.63
4	6" DR13.5 HDPE Force Main #1	LF	22465	\$ 40.00	\$ 898,600.00
5	6" DR13.5 HDPE Force Main #2	LF	22465	\$ 40.00	\$ 898,600.00
6	12" DR13.5 HDPE Force Main #3	LF	22465	\$ 100.00	\$ 2,246,500.00
7	20" DR13.5 HDPE Force Main #4	LF	22465	\$ 150.00	\$ 3,369,750.00
8	Air Release Valve	EA	20	\$ 2,500.00	\$ 50,000.00
9	Trench Excavation Safety Protection	LF	89860	\$ 1.00	\$ 89,860.00
10	Force Main Tie-In	EA	4	\$ 2,000.00	\$ 8,000.00
11	Sanitary Sewer Manhole	EA	5	\$ 4,500.00	\$ 22,500.00
12	30'Hx20'D Cast-In-Place Wet Well	LS	1	\$ 750,000.00	\$ 750,000.00
13	Submersible Pumps	EA	3	\$ 100,000.00	\$ 300,000.00
14	Site Pavement	LS	1	\$ 30,000.00	\$ 30,000.00
15	Concrete Driveway	LS	1	\$ 15,000.00	\$ 15,000.00
16	Structural Slabs	LS	1	\$ 100,000.00	\$ 100,000.00
17	Earthwork	LS	1	\$ 50,000.00	\$ 50,000.00
18	Fencing & Gates	LS	1	\$ 20,000.00	\$ 20,000.00
19	Electrical Service, Control Panels, & SCADA Tower	LS	1	\$ 500,000.00	\$ 500,000.00
20	Yard Piping, Wet Well Piping, Valves, & Fittings	LS	1	\$ 150,000.00	\$ 150,000.00
21	Water Service	EA	1	\$ 1,200.00	\$ 1,200.00
22	Backup Power Generator	EA	1	\$ 80,000.00	\$ 80,000.00
23	Temporary Construction Esm't	AC	15.5	\$ 7,500.00	\$ 116,250.00
24	Water Easement	AC	18.1	\$ 15,000.00	\$ 270,755.85
25	Easement Acquisition (35'-Wide)	LS	1	\$ 500,000.00	\$ 500,000.00
26	Canopy for Control Panels	LS	1	\$ 25,000.00	\$ 25,000.00
27	Odor Control Appurtenances	LS	1	\$ 30,000.00	\$ 30,000.00
28	Miscellaneous Appurtenances	LS	1	\$ 100,000.00	\$ 100,000.00
29	Driveway Crossings	EA	11	\$ 1,000.00	\$ 11,000.00
30	Bore & Casing 12"	LF	500	\$ 300.00	\$ 150,000.00
31	Bore & Casing 24"	LF	250	\$ 400.00	\$ 100,000.00
32	Bore & Casing 42"	LF	250	\$ 600.00	\$ 150,000.00
33	3-Phase Services	LS	1	\$ 500,000.00	\$ 500,000.00
<i>Gravity Main Improvements</i>					
33	8" Sewer Main (Trunk Line)	LF	6411	\$ 40.00	\$ 256,440.00
34	21" SDR26 Sewer Main (Trunk Line)	LF	1330	\$ 125.00	\$ 166,250.00
35	24" SDR26 Sewer Main (Trunk Line)	LF	4772	\$ 200.00	\$ 954,400.00
36	Gravity Manholes	EA	37	\$ 4,500.00	\$ 166,500.00
	Contingency	LS	1	20%	\$ 2,997,713.74
	Engineering	LS	1	10%	\$ 1,498,856.87

ULTIMATE SEWERSHED TOTAL LIFT STATION IMPROVMENTS \$19,485,139.32

This is an estimate only. Actual "Oversizing Cost" will be calculated after bids are awarded and work is completed based on actual cost per LUE of service.

LJA Engineering, Inc. does not warrant or guarantee this "estimated cost" as an "actual cost" and/or if an "actual Construction Cost" is required, and/or desired then construction bids should be obtained from appropriate sources. This estimate is being supplied for the applicable municipality only and no representations, warranties, or guarantees are rendered hereby to any other person or entity specifically including, but not limited to, any mortgage or lending institution.

PREPARED BY:
LJA ENGINEERING, INC.
Texas Board of Professional Engineers Registration # F-1386

APPROVED BY:

construction of the improvements within the District to provide such sewer service and other improvements. The proposed District and its projects appear feasible, necessary, and will be a benefit to the land within the District, City, and surrounding areas. After construction, the sewer improvements identified on Exhibit “B” will be dedicated to the City to become part of, and operated under, the City’s sanitary sewer system, and the rules and regulations of the City related to such service. The dedication of improvements to the City will be subject to the City’s inspection and approval prior to acceptance.

**ARTICLE IV
ESTIMATED COSTS**

The estimated costs of the sewer improvements proposed to be constructed in the District, and financed using bonds issued under Chapter 372, is \$19,485,139.32 (plus interest and cost of issuance); and the itemized estimated costs therefore are further detailed on the Opinion of Probable Cost attached hereto as Exhibit “B”. The District may undertake other improvements as required as provided pursuant to Chapter 372.

**ARTICLE V
DISTRICT BOUNDARIES**

The District shall contain an area of approximately 1,816.29 acres of land, being more specifically identified in Exhibit “A”. The District is situated within the corporate limits and extraterritorial jurisdiction of the City. All the land proposed to be included may properly be included within the District. None of the land proposed to be included within the District is within the corporate boundaries or extraterritorial jurisdiction of any other municipality. The boundaries of the proposed District are depicted in the map and identified by Hays and Guadalupe County Appraisal District Parcel ID Numbers on Exhibit “A”, which is attached hereto and incorporated herein for all purposes.

**ARTICLE VI
METHOD OF ASSESSMENT; ASSESSABLE PROPERTY**

Petitioners request that the City impose within the District an assessment based on the per \$100 appraised valuation as reflected in the official tax rolls of Hays and Guadalupe County Appraisal Districts, for the year of each respective assessment, in an amount necessary to satisfy the budget of the District (anticipated to initially total \$0.10 per \$100 of the aforementioned valuation); provided, however: (a) that this method of assessment may be changed by the Board to a per living unit equivalent (“LUE”) basis, with the assessment per LUE being equal to the product of the total improvement cost actually constructed divided by the total number of LUEs of capacity created by said improvements (plus pro rata interest costs), with each benefited property being assessed according to the number of LUEs of capacity it requires (the “alternative Assessment Method”). If the above methodology for imposing assessments within public improvement districts is ever invalidated under applicable Texas law, the City shall be permitted to implement a substitute assessment methodology that is permissible under applicable Texas law and most closely approximates the funding result of the then-invalidated methodology.

Petitioners request that the following classes of assessable property be excluded from the assessment rolls: Any property which is 100% exempt from ad valorem taxation according to the respective official tax roll of Hays and Guadalupe Counties.

Petitioners request that the following classes of assessable property be included in the assessment rolls: All property identified on Exhibit “A” which is not 100% exempt from ad valorem taxation according to the respective official tax roll of Hays and Guadalupe Counties.

**ARTICLE VII
APPORTIONMENT OF COSTS**

Except as hereafter described, assessments collected within the District shall represent the sole source of funds to pay all costs of construction of the improvements, and interest thereon, within the District that are the subject of this Petition. No costs are to be apportioned to the City.

**ARTICLE VIII
ADVISORY & MANAGEMENT**

Pursuant to Chapter 372 no advisory body will be established by the City. The District will be managed by the private sector acting in the form of a three member board (described below) which develop the improvement plan and submit it to the governing body of the City for approval as required by Chapter 372. Petitioners request that the operations of the District be managed by the Board of Directors having three (3) members (the "Board") that the City appoints at the time it adopts the Resolution creating the District, in compliance with Sections 372.005(6) and 372.008 of Chapter 372, as set forth in Article X, below.

**ARTICLE IX
DISTRICT REQUEST**

Pursuant to Section 372.005 (7) of Chapter 372, the property owners acting through the individuals signing this Petition hereby request the City to establish of the District, and concur with the creation of the District both individually and on behalf of the entities which they represent.

**ARTICLE X
APPOINTMENT OF DIRECTORS**

Petitioners request that the City appoint three (3) individuals nominated by the Petitioners, at the time that the City creates the District, who are qualified under Subsection 372.008(b) of Chapter 372, to serve as Directors of the Board, and charge such Board with the responsibility of preparing the service plan under Section 372.013 of Chapter 372 and of management of the District pursuant to Article III above. The three (3) individuals nominated by Petitioners and representing property owners in the District, to be appointed by the City to the Board shall be one person nominated in writing by of the following property owners:

1. The Mayan at San Marcos River, LLC;
2. HK Baugh Ranch, LLC; and
3. Freeman Educational Foundation.

Each of the above property owners shall submit their nomination to the City Clerk, in writing, no later than September 5th, 2020. In the event a Director appointed by the City is no longer willing or able to serve, the property owner that nominated that Director shall submit a nomination to the City Clerk, in writing, nominating a successor person as Director. In the event a Petitioner conveys its property to a successor, the successor shall have the right to nominate the Director.

**ARTICLE XI
GENERAL PROVISIONS.**

Petitioners pray that this Petition be heard and acted upon by the City Council of San Marcos, Texas on or before September 30, 2020; that a notice of the hearing be published in a newspaper of general circulation at least 15 days prior to the hearing date; and that the Council make

findings, and approve and adopt a resolution creating the Staples Road Public Improvement District, in the manner specified in Chapter 372, Texas Local Government Code, as amended. The Petitioners intend for this document to be signed and filed with the City Clerk electronically pursuant to Chapter 322 of the Texas Business and Commerce Code.

RESPECTFULLY SUBMITTED this 1st day of September, 2020

MAYAN AT SAN MARCOS RIVER, LLC,
a Texas limited liability company

By:  _____
DocuSigned by:
5E9840F35D1B462...

Name: David L. Earl

Title: Manager

By:  _____
DocuSigned by:
17414FBCD1F1410...

Name: Gerald Bennett

Title: Manager

By:  _____
DocuSigned by:
3BF2741FC6D4410...

Name: Todd Burek

Title: Manager

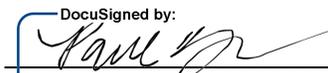
HK REAL ESTATE DEVELOPMENT, LLC, a Texas limited liability company

By:  _____
DocuSigned by:
9F060AF437B3491...

Name: Paul W. Kuo

Title: Manager

FREEMAN EDUCATIONAL FOUNDATION

By:  _____
DocuSigned by:
9F060AF437B3491...

Name: Paul W. Kuo

Title: Authorized Representative

THIS PETITION SHALL BE FILED ELECTRONICALLY BY EMAILING THE FULLY EXECUTED DOCUMENT TO THE CITY CLERK AT cityclerk@sanmarcostx.gov PURSUANT TO SECTION 372.005(C) OF CHAPTER 372 AND SECTION 322.007 OF THE TEXAS BUSINESS & COMMERCE CODE.

EXHIBIT "A" BOUNDARIES OF THE PROPOSED DISTRICT

STAPLES ROAD PUBLIC IMPROVEMENT DISTRICT						
Boundaries and Property Included Within District						
TRACT	COUNTY	APPRAISAL DIST. ID NO.	PROPERTY OWNER	OWNER ADDRESS	APPRAISED VALUE	ACRES
6	HAYS	R10488	ISHLER, DEREK	2218 STAPLES RD, SAN MARCOS, TX 78666	\$ 81,040.00	1.921645224
7	HAYS	R85437	ISHLER, DEREK	2218 STAPLES RD, SAN MARCOS, TX 78666	\$ 140,010.00	1.8
8	HAYS	R119855	TOMBLIN HOLDINGS LTD	2011 FM 621, SAN MARCOS, TX 78666	\$ 610,260.00	40.776
9	HAYS	R10495	ALEXANDER, MARY J DAVIS	500 DAVIS RANCH RD, SAN MARCOS, TX 78666-1402	\$ 436,900.00	55.8
10	HAYS	R10497	ALEXANDER, MARY J DAVIS	500 DAVIS RANCH RD, SAN MARCOS, TX 78666-1402	\$ 292,940.00	36.2
11	HAYS	R10504	ALEXANDER, MARY J DAVIS	500 DAVIS RANCH RD, SAN MARCOS, TX 78666-1402	\$ 349,280.00	0.4
12	HAYS	R16585	ALEXANDER, MARY J DAVIS	500 DAVIS RANCH RD, SAN MARCOS, TX 78666-1402	\$ 116,470.00	17
15	HAYS	R16583	HK BAUGH RANCH LLC	24607 FAIRWAY SPOGS, SAN ANTONIO, TX 78260	\$ 2,886,220.00	213.596
16	HAYS	R70337	HK BAUGH RANCH LLC	24607 FAIRWAY SPOGS, SAN ANTONIO, TX 78260	\$ 1,621,340.00	119.988
17	HAYS	R70338	HK BAUGH RANCH LLC	24607 FAIRWAY SPOGS, SAN ANTONIO, TX 78260	\$ 1,044,660.00	7
18	HAYS	R70350	HK BAUGH RANCH LLC	24607 FAIRWAY SPOGS, SAN ANTONIO, TX 78260	\$ 152,480.00	9.905
19	HAYS	R70351	HK BAUGH RANCH LLC	24607 FAIRWAY SPOGS, SAN ANTONIO, TX 78260	\$ 184,100.00	1
20	HAYS	R133631	CEMENTERIO DEL RIO	FM 621, SAN MARCOS, TX 78666	NA	2.08
21	HAYS	R19015	FREEMAN EDUCATIONAL FOUNDATION	% FROST NATIONAL BANK TRUST, P O BOX 2950, SAN ANTONIO, TX 78299-2950	\$ 2,007,010.00	99.0201
22	HAYS	R20294	FREEMAN EDUCATIONAL FOUNDATION	% FROST NATIONAL BANK TRUST, P O BOX 2950, SAN ANTONIO, TX 78299-2950	\$ 4,149,520.00	204.7248
23	HAYS	R130384	FREEMAN EDUCATIONAL FOUNDATION	% FROST NATIONAL BANK TRUST, P O BOX 2950, SAN ANTONIO, TX 78299-2950	\$ 65,470.00	3.23
23	HAYS	R151625	HAYS COUNTY	111 E SAN ANTONIO ST, STE 101, SAN MARCOS, TX 78666	NA	45.42
24	HAYS	R151604	HAYS COUNTY	111 E SAN ANTONIO ST, STE 101, SAN MARCOS, TX 78666	NA	21.14
25	HAYS	R151608	HAYS COUNTY	111 E SAN ANTONIO ST, STE 101, SAN MARCOS, TX 78666	NA	32.757
26	HAYS	R13041	MAYAN AT SAN MARCOS RIVER LLC	22711 FOSSIL PEAK, SAN ANTONIO, TX 78261-3022	\$ 286,630.00	25.7636
27	HAYS	R16386	MAYAN AT SAN MARCOS RIVER LLC	22711 FOSSIL PEAK, SAN ANTONIO, TX 78261-3022	\$ 555,000.00	52.0043
28	HAYS	R92442	MAYAN AT SAN MARCOS RIVER LLC	22711 FOSSIL PEAK, SAN ANTONIO, TX 78261-3022	\$ 1,101,380.00	103.1999
29	HAYS	R151617	MAYAN AT SAN MARCOS RIVER LLC	22711 FOSSIL PEAK, SAN ANTONIO, TX 78261-3022	\$ 664,130.00	35.3146
30	HAYS	R151618	MAYAN AT SAN MARCOS RIVER LLC	22711 FOSSIL PEAK, SAN ANTONIO, TX 78261-3022	\$ 275,690.00	14.6596
31	GUADALUPE	56565	MAYAN AT SAN MARCOS RIVER LLC	22711 FOSSIL PEAK, SAN ANTONIO, TX 78261-3022	\$ 26,859.00	277.415
35	GUADALUPE	56556	ENDER RAY L & A	725 SCULL RD, SAN MARCOS, TX 78666	\$ 173,000.00	1.00
36	GUADALUPE	56573	ENDER RAY LEE-VLB	725 SCULL RD, SAN MARCOS, TX 78666	\$ 1,994.00	9.32
37	GUADALUPE	56555	ENDER RAY L & A	725 SCULL RD, SAN MARCOS, TX 78666	\$ 1,911.00	8.93
38	GUADALUPE	119535	VTX COMMUNICATIONS LLC	881 EAST HIDALGO AVENUE, RAYMONDVILLE, TX 78580	\$ 96,000.00	3.992917164
39	GUADALUPE	56549	MILLENNIUM INTERESTS LTD	1718 STATE STREET, HOUSTON, TX 77007	\$ 14,399.00	100.691
40	GUADALUPE	56635	SHELL LON R & P	3409 FM 621, SAN MARCOS, TX 78666	\$ 231,132.00	1.002782309
41	GUADALUPE	56633	SHELL LON R & P	3409 FM 621, SAN MARCOS, TX 78666	\$ 13,728.00	48.38
42	GUADALUPE	56610	CADENA JAIME M & SAN JUANA	720 PICASSO DR, SAN MARCOS, TX 78666	\$ 35,144.00	50.062
46	HAYS	R20295	FREEMAN EDUCATIONAL FOUNDATION	% FROST NATIONAL BANK TRUST, P O BOX 2950, SAN ANTONIO, TX 78299-2950	\$ 2,940,040.00	127.1898
47	HAYS	R20304	FREEMAN EDUCATIONAL FOUNDATION	% FROST NATIONAL BANK TRUST, P O BOX 2950, SAN ANTONIO, TX 78299-2950	\$ 380,020.00	16.44
48	HAYS	R151626	FREEMAN EDUCATIONAL FOUNDATION	% FROST NATIONAL BANK TRUST, P O BOX 2950, SAN ANTONIO, TX 78299-2950	\$ 627,930.00	27.1653
TOTAL APPRAISED VALUE OF TAXABLE PROPERTY=					\$ 21,562,687.00	100.000%
TOTAL APPRAISED VALUE OF PETITIONERS PROPERTY=					\$ 18,968,479.00	87.969%

= Denotes Petitioner

EXHIBIT "B"

**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
FOR
ULTIMATE CONDITIONS - LIFT STATION & FORCE MAIN @ 9680 LUE'S
April 29, 2020**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
<i>Lift Station Improvements</i>					
1	Mobilization	LS	1	11%	\$ 1,168,421.74
2	Insurance & Bond	LS	1	3%	\$ 318,660.48
3	Preparing Right-of-Way	LS	1	4%	\$ 424,880.63
4	6" DR13.5 HDPE Force Main #1	LF	22465	\$ 40.00	\$ 898,600.00
5	6" DR13.5 HDPE Force Main #2	LF	22465	\$ 40.00	\$ 898,600.00
6	12" DR13.5 HDPE Force Main #3	LF	22465	\$ 100.00	\$ 2,246,500.00
7	20" DR13.5 HDPE Force Main #4	LF	22465	\$ 150.00	\$ 3,369,750.00
8	Air Release Valve	EA	20	\$ 2,500.00	\$ 50,000.00
9	Trench Excavation Safety Protection	LF	89860	\$ 1.00	\$ 89,860.00
10	Force Main Tie-In	EA	4	\$ 2,000.00	\$ 8,000.00
11	Sanitary Sewer Manhole	EA	5	\$ 4,500.00	\$ 22,500.00
12	30'Hx20'D Cast-In-Place Wet Well	LS	1	\$ 750,000.00	\$ 750,000.00
13	Submersible Pumps	EA	3	\$ 100,000.00	\$ 300,000.00
14	Site Pavement	LS	1	\$ 30,000.00	\$ 30,000.00
15	Concrete Driveway	LS	1	\$ 15,000.00	\$ 15,000.00
16	Structural Slabs	LS	1	\$ 100,000.00	\$ 100,000.00
17	Earthwork	LS	1	\$ 50,000.00	\$ 50,000.00
18	Fencing & Gates	LS	1	\$ 20,000.00	\$ 20,000.00
19	Electrical Service, Control Panels, & SCADA Tower	LS	1	\$ 500,000.00	\$ 500,000.00
20	Yard Piping, Wet Well Piping, Valves, & Fittings	LS	1	\$ 150,000.00	\$ 150,000.00
21	Water Service	EA	1	\$ 1,200.00	\$ 1,200.00
22	Backup Power Generator	EA	1	\$ 80,000.00	\$ 80,000.00
23	Temporary Construction Esm't	AC	15.5	\$ 7,500.00	\$ 116,250.00
24	Water Easement	AC	18.1	\$ 15,000.00	\$ 270,755.85
25	Easement Acquisition (35'-Wide)	LS	1	\$ 500,000.00	\$ 500,000.00
26	Canopy for Control Panels	LS	1	\$ 25,000.00	\$ 25,000.00
27	Odor Control Appurtenances	LS	1	\$ 30,000.00	\$ 30,000.00
28	Miscellaneous Appurtenances	LS	1	\$ 100,000.00	\$ 100,000.00
29	Driveway Crossings	EA	11	\$ 1,000.00	\$ 11,000.00
30	Bore & Casing 12"	LF	500	\$ 300.00	\$ 150,000.00
31	Bore & Casing 24"	LF	250	\$ 400.00	\$ 100,000.00
32	Bore & Casing 42"	LF	250	\$ 600.00	\$ 150,000.00
33	3-Phase Services	LS	1	\$ 500,000.00	\$ 500,000.00
<i>Gravity Main Improvements</i>					
33	8" Sewer Main (Trunk Line)	LF	6411	\$ 40.00	\$ 256,440.00
34	21" SDR26 Sewer Main (Trunk Line)	LF	1330	\$ 125.00	\$ 166,250.00
35	24" SDR26 Sewer Main (Trunk Line)	LF	4772	\$ 200.00	\$ 954,400.00
36	Gravity Manholes	EA	37	\$ 4,500.00	\$ 166,500.00
	Contingency	LS	1	20%	\$ 2,997,713.74
	Engineering	LS	1	10%	\$ 1,498,856.87

ULTIMATE SEWERSHED TOTAL LIFT STATION IMPROVMENTS \$19,485,139.32

This is an estimate only. Actual "Oversizing Cost" will be calculated after bids are awarded and work is completed based on actual cost per LUE of service.

LJA Engineering, Inc. does not warrant or guarantee this "estimated cost" as an "actual cost" and/or if an "actual Construction Cost" is required, and/or desired then construction bids should be obtained from appropriate sources. This estimate is being supplied for the applicable municipality only and no representations, warranties, or guarantees are rendered hereby to any other person or entity specifically including, but not limited to, any mortgagor or lending institution.

PREPARED BY:
LJA ENGINEERING, INC.
Texas Board of Professional Engineers Registration # F-1386

APPROVED BY:





Legislation Text

File #: Ord. 2020-60(b), **Version:** 1

AGENDA CAPTION:

Consider approval of Ordinance 2020-60, on the first of two readings, amending Section 2.361 of the San Marcos City Code relating to the general powers and duties of the San Marcos Arts Commission and recommendations and decisions on funding made by the San Marcos Arts Commission; including procedural provisions; providing for the repeal of any conflicting provisions; and providing an effective date.

Meeting date: August 18, 2020

Department: Destination Services - Arts Commission

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 support given on March 17, 2020

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

Choose an item.

Choose an item.

Choose an item.

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

- Economic Development - Choose an item.
- Environment & Resource Protection - Choose an item.
- Land Use - Choose an item.
- Neighborhoods & Housing - Choose an item.
- Parks, Public Spaces & Facilities - Choose an item.
- Transportation - Choose an item.
- Core Services

Not Applicable

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

Choose an item.

Background Information:

June 19, 2019 Art Commission Meeting, proposed amendment to the Permanent Art Rules that would align the Arts Commission’s allowed uses for Hotel Occupancy Tax allocations with those described in state law.

Currently, fifty percent of HOT allocations to the Arts Commission are allowed for permanent art (the other fifty percent funds the annual Arts and Cultural Grants program). However, State HOT allocation rules allow cities to use these funds for a wider range of uses, including: *instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.*

The Arts Commission’s intent is to broaden the allowed uses of the “50% HOT funds” beyond just permanent art (such as sculptures, statues, etc.), extending its permissible uses to the other art forms allowed by Texas Hotel Occupancy Tax allocation rules.

Council Committee, Board/Commission Action:

The Arts Commission approved Recommendation Resolution 2019-03RR, with a 6-1 vote, at the June 19, 2019 regular meeting.

Alternatives:

Click or tap here to enter text.

Recommendation:

Staff recommends approval of the attached recommendation resolution.

ORDINANCE NO. 2020-60

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING SECTION 2.361 OF THE SAN MARCOS CITY CODE RELATING TO THE GENERAL POWERS AND DUTIES OF THE SAN MARCOS ARTS COMMISSION AND RECOMMENDATIONS AND DECISIONS ON FUNDING MADE BY THE SAN MARCOS ARTS COMMISSION; INCLUDING PROCEDURAL PROVISIONS; PROVIDING FOR THE REPEAL OF ANY CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Section 2.361 of the San Marcos City Code is hereby amended to expand the categories of art eligible for funding to track the categories authorized by State law. Added text is indicated by underlining and deleted text is indicated by strikethroughs.

Sec. 2.361. - General powers and duties; recommendations and decisions on funding and locations for permanent display art.

- (a) The arts commission will provide oversight for the expenditure of city hotel occupancy tax funds for the promotion of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.
- (b) In consultation with the arts community, the arts commission will develop written guidelines regarding the process for allocation of hotel occupancy tax funds for the arts. In addition, the arts commission will recommend policies to govern placement of temporary and permanent display art on city property for approval by the city council, and the arts commission may adopt procedural guidelines for evaluating temporary and permanent display art.
- (c) At least 50 per cent of the amount of hotel occupancy tax funds allotted by the city council for the arts shall be expended for eligible projects that consist of public art ~~of permanent display art. "Permanent display art" includes sculpture, painting, or similar art work that is intended for permanent display in a public place or public building in the city for a period of more than one year.~~ 'Public art' includes those major art forms listed in part (a) that will enhance the arts and cultural life in San Marcos and encourage tourism to the city. Any such funding remaining unexpended at the end of a fiscal year will be retained in a capital improvement account for future spending for this purpose.
- (d) The arts commission is expressly authorized to:

- (1) Actively solicit interest in the submission of applications from qualified individuals, groups and companies for funding for permanent display art; and
 - (2) Make recommendations to the city council for permanent display art, including recommendations made independently of funding applications.
- (e) With respect to applications for funding for permanent display art, the arts commission will make recommendations to the city council for awards of funding and proposed locations for permanent display art. The city council will make the final decision on funding and locations for permanent display art.
- (f) The arts commission will review all other applications for funding for the arts, and will make final decisions on all such applications.

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

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

SECTION 4. This ordinance shall become effective upon second reading.

PASSED AND APPROVED on first reading on October 7, 2020.

PASSED, APPROVED AND ADOPTED on second reading on October 20, 2020.

Jane Hughson
Mayor

Attest:

Approved:

Tammy K. Cook
Interim City Clerk

Michael J. Cosentino
City Attorney



RECOMMENDATION RESOLUTION

Arts Commission

Recommendation Number: (2019-03RR): Amendment to Permanent Art Rules

WHEREAS, the use and allocation of state hotel occupancy tax revenue can go toward “the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms” (Sec. 351.101. USE OF TAX REVENUE); and

WHEREAS, the Arts Commission wishes to be able to fund other arts projects in addition to “permanent display art” as currently stated in the Code of Ordinances; and

WHEREAS, the mission statement of the Arts Commission is “*to support and contribute to the artistic vitality, diverse cultural heritage and economic prosperity of our city in an effort to distinguish it from other communities while promoting tourism to San Marcos*”;

NOW, THEREFORE, BE IT RESOLVED that the Arts Commission encourages the San Marcos City Council to amend the general powers and duties of the Arts Commission as stated in the Code of Ordinances (Chapter 2, Article 3, Division 16, Sec. 2.361 (c) to read, “At least 50 per cent of the amount of hotel occupancy tax funds allotted by the city council for the arts shall be expended for eligible projects that consist of public art. ‘Public art’ includes those major art forms listed in part (a) that will enhance the arts and cultural life in San Marcos and encourage tourism to the city. Any such funding remaining unexpended at the end of a fiscal year will be retained in a capital improvement account for future spending for this purpose.”

Date of Approval: June 19, 2019

Record of the vote: 6-1

Attest: Trey Hatt, Arts Coordinator

A handwritten signature in blue ink, appearing to be "Trey Hatt", written over a horizontal line.



Legislation Text

File #: Ord. 2020-78, **Version:** 1

AGENDA CAPTION:

Consider approval of Ordinance 2020-78, on the first of two readings, repealing Divisions 23 and 24 of Article 3, Chapter 2 of the San Marcos City Code that established the San Marcos Youth Commission and the San Marcos Commission on Children and Youth, respectively, in connection with the transitioning of the provision of Youth Services through the Core 4 Partnership with Hays County, Texas State University and the San Marcos Consolidated Independent School District; dissolving said commissions; including procedural provisions; and providing an effective date.

Meeting date: October 7, 2020

Department: Parks and Recreation

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: City Council approved a contract for the provision of Youth Services with Community Action Inc. of Central Texas' Youth Services Director on February 18, 2020 and a joint funding agreement with all of the Core 4 entities (COSM, TXState, SMCISD and Hays Co) on March 3, 2020 to fund the Youth Services Director position.

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.
- Core Services
- Not Applicable

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

Youth Master Plan

Background Information:

The Core 4 (City of San Marcos, Texas State University, San Marcos Consolidated Independent School District, and Hays County) held a meeting on March of this year and it was decided that a Core 4 Taskforce would be created which consisted of appointees from each jurisdiction. With the creation of the Core 4 Taskforce, the Core 4 discussed and agreed that the San Marcos Commission on Children and Youth (SMCCY) and the San Marcos Youth Commission (SMYC) should be dissolved due to the Taskforce and the two boards serving the same function.

The Core 4 Taskforce would additionally have a subsidiary taskforce known as the Youth Taskforce. Both of these bodies will be advisory in nature to the Core 4 and will work directly with Community Action Inc. and the new Youth Services director on Youth Master Plan implementation.

Council Committee, Board/Commission Action:

On September 2, 2020, a joint meeting of the San Marcos Commission on Children and Youth and San Marcos Youth Commission was held. Both bodies consented to moving forward was stated above and on the attached memo.

Alternatives:

Click or tap here to enter text.

Recommendation:

Staff recommends dissolving the SMCCY and the SMYC as City boards. Staff would like to see the Core Four Task Force function under The Core Four in conjunction with Community Action.

ORDINANCE NO. 2020-78

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS REPEALING DIVISIONS 23 AND 24 OF ARTICLE 3, CHAPTER 2 OF THE SAN MARCOS CITY CODE THAT ESTABLISHED THE SAN MARCOS YOUTH COMMISSION AND THE SAN MARCOS COMMISSION ON CHILDREN AND YOUTH, RESPECTIVELY, IN CONNECTION WITH THE TRANSITIONING OF THE PROVISION OF YOUTH SERVICES THROUGH THE CORE 4 PARTNERSHIP WITH HAYS COUNTY, TEXAS STATE UNIVERSITY AND THE SAN MARCOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT; DISSOLVING SAID COMMISSIONS; INCLUDING PROCEDURAL PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

1. On February 18, 2020, the City Council approved a contract with Community Action Inc. of Central Texas for the provision of Youth Services. Community Action Inc. will provide personnel to as a Youth Services Director. The Youth Services Director will work with the City of San Marcos, Texas State University, San Marcos CISD, and Hays County (“Core 4”) to implement the recommendations and goals set forth by these entities and the Youth Master Plan.

2. The Core 4 has created a taskforce with their appointed representatives which will work with the Youth Services Director to implement the recommendations and goals set forth by the Core 4 and the Youth Master Plan. With the creation of the Core 4 Taskforce the San Marcos Commission on Children and Youth and Youth Commission will now be redundant and unnecessary in the implementation of the Youth Master Plan.

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

SECTION 1. Divisions 23 and 24, Chapter 2, Article 3, inclusive of Sections 2.370.24 – 2.370.27, of the San Marcos City Code are hereby repealed. The repealed divisions and sections shall be reserved for future codification.

SECTION 2. The San Marcos Youth Commission and the San Marcos Commission on Children and Youth created by and appointed pursuant to said divisions are hereby dissolved.

SECTION 3. In codifying the changes authorized by this ordinance, divisions, paragraphs, sections and subsections may be renumbered and reformatted as appropriate consistent with the numbering and formatting of the San Marcos City Code.

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

PASSED AND APPROVED on first reading on October 7, 2020

PASSED, APPROVED AND ADOPTED on second reading on October 20, 2020.

Attest:

Jane Hughson
Mayor

Tammy K. Cook
Interim City Clerk

Approved:

Michael J. Cosentino
City Attorney



MEMO

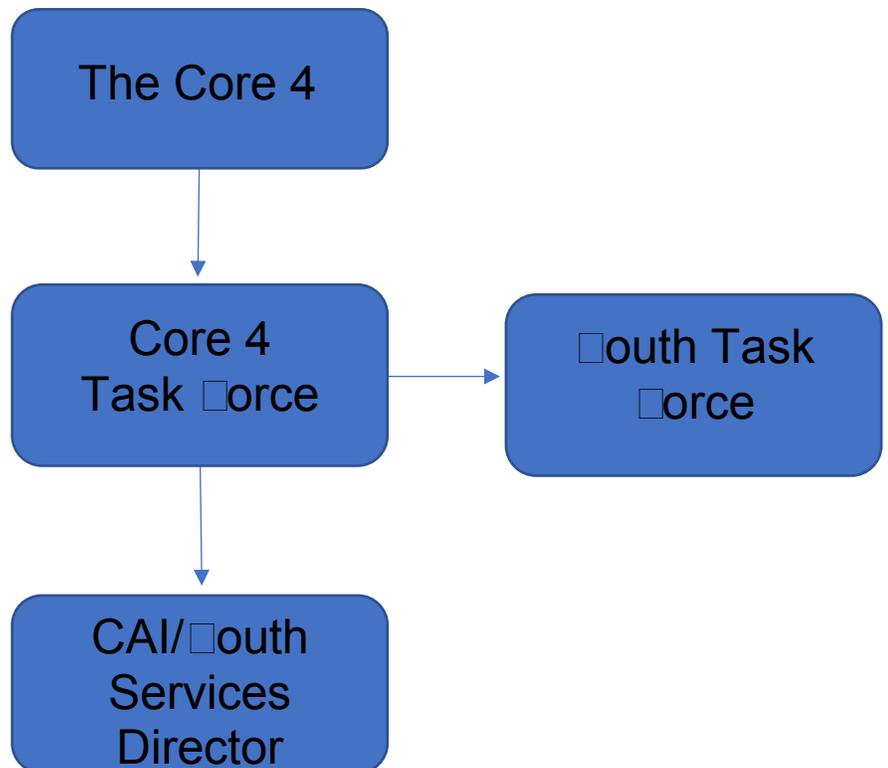
To: Core 4 Members
FROM: Drew Wells, Director of Parks and Recreation
DATE: March 12, 2020
RE: **Role of the Core 4 and Billing Proposal**

SUMMARY:

The purpose of this memo is for City of San Marcos (COSM) staff to give their recommendation on the structure of the San Marcos Commission on Children and Youth (SMCCY) and the role of the Core 4 in relation to the Youth Services Director moving forward. We will also address the billing/funding process in relation to executed agreements.

Recommendations of Role of the Core 4 from City staff:

- Restructure SMCCY to become a Core 4 Task Force.
- The Core 4 Task Force would consist of two members from Hays County, two members from Texas State (TxState), two members from San Marcos Consolidated Independent School District (SMCISD) and three members from COSM.
- The Core 4 Task Force would be advisory directly to the Core 4 and would no longer function as a City Commission.
- The function of the Core 4 Task Force would be to work with the Youth Services Director under the direction of Community Action, Inc of Central Texas (CAI) on implementation of the Youth Master Plan.
- Create a Youth Task Force that will work as a subcommittee of the Core 4 Task Force.
- Members of Youth Task Force can be self-appointed by current members and/or Core 4 Task Force.



Billing proposal from City staff:

Staff would like to propose the following schedule for billing to each entity moving forward:

- The City's Finance Department will invoice each entity (Hays County, SMCISD and TxState) quarterly beginning April 1, 2020.
- Each entity will be billed for \$5,000 each quarter.
- Future billing dates will be on or around July 1, 2020, October 1, 2020 and January 1, 2021.
- The total billing for the current Fiscal Year will amount to \$10,000 for each entity.
- The contract will be in effect for two years with the start date of March 3, 2020.

END



Legislation Text

File #: Ord. 2020-79, **Version:** 1

AGENDA CAPTION:

Consider approval of Ordinance 2020-79, on the first of two readings, reducing the speed limit from 30 miles per hour to 25 miles per hour along the 500-1200 blocks of Burleson Street between Moore Street and Prospect street; authorizing the installation of signs and traffic control devices reflecting the new speed limit; directing that the traffic register maintained under section 82.067 of the San Marcos City Code be amended to reflect the new speed limit; and including procedural provisions.

Meeting date: October 7, 2020

Department: Public Services Department (Tom Taggart)

Amount & Source of Funding

Funds Required: \$300

Account Number: 10006147.53230

Funds Available: \$38,893

Account Name: Traffic-Signs

Fiscal Note:

Prior Council Action: N/A

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

Choose an item.

Choose an item.

Choose an item.

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

- Economic Development - Choose an item.
- Environment & Resource Protection - Choose an item.
- Land Use - Choose an item.
- Neighborhoods & Housing - Choose an item.
- Parks, Public Spaces & Facilities - Choose an item.
- Transportation - Choose an item.

- Core Services
- Not Applicable

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

Transportation Master Plan

Background Information:

Pursuant to Sec. 82.066 of the San Marcos City Code, the installation of regulatory traffic signs requires approval of the City Council if the authority is not specifically delegated to the traffic engineer.

The Public Services Department received a petition from residents on Burleson Street, between Moore Street and Prospect Street, to reduce the speed limit from 30 mph to 25 mph.

The city received 26 responses from 50 lots along Burleson Street in favor of 25 mph. The petition also included 6 responses near Burleson Street in favor of 25 mph.

Based on a speed study conducted during June 24-25, 2020, the average 85th percentile speed on Burleson Street is 33.9 mph. The roadway width is approximately 27 ft with curves and slopes. In between Moore St. and Prospect St, Burleson St. has all-way stop control at Scott St. intersection and Blanco St. There is no sidewalk along the roadway.

Texas Transportation Code, Section 545.356, gives authority to municipalities to alter speed limits to not less than 25 miles per hour, if the governing body determines that the prima facie speed limit is unreasonable or unsafe. Engineering studies conducted by the Transportation Division support the conclusion that the current posted speed of 30 m.p.h. is unreasonable and unsafe and the proposed 25 m.p.h. speed limit reflects the safe and prudent speed limit to maintain roadway safety especially for neighborhood bike and pedestrian traffic.

Additionally, the CIP Department in conjunction with the Public Services and Police Department will install temporary 25 mph speed limit for 90 days on San Antonio Street (Olive Street to Harvey Street) and Belvin St. (Bishop Street to Scott Street) as part of the Hopkins Reconstruction Project traffic control plan. The temporary 25 m.p.h. speed limits will be installed on September 25th, 2020. Following the completion of the engineering studies, permanent speed limit changes for San Antonio and Belvin Street, will be submitted for City Council consideration.

If supported by engineering studies, ordinances setting permanent 25mph speed limits on San

File #: Ord. 2020-79, **Version:** 1

Antonio St. and Belvin St. will be submitted to City Council for consideration on first reading on November 17th and final approval on December 6th, 2020.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Establish 25 mph speed zone for Burluson Street between Moore Street and Prospect Street.

ORDINANCE NO. 2020-79

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS REDUCING THE SPEED LIMIT FROM 30 MILES PER HOUR TO 25 MILES PER HOUR ALONG THE 500-1200 BLOCKS OF BURLESON STREET BETWEEN MOORE STREET AND PROSPECT STREET; AUTHORIZING THE INSTALLATION OF SIGNS AND TRAFFIC CONTROL DEVICES REFLECTING THE NEW SPEED LIMIT; DIRECTING THAT THE TRAFFIC REGISTER MAINTAINED UNDER SECTION 82.067 OF THE SAN MARCOS CITY CODE BE AMENDED TO REFLECT THE 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 decreased speed limit is reasonable and prudent, the speed limit along the 500-1200 blocks of Burleson Street between Moore Street and Prospect Street is hereby decreased from 30 miles per hour to 25 miles per hour.

SECTION 2. The City's traffic engineer is authorized to install such signs and traffic control devices as he deems appropriate to reflect the 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 the 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 October 7, 2020.

PASSED, APPROVED AND ADOPTED on second reading October 20, 2020.

Jane Hughson
Mayor

Attest:

Approved:

Tammy K. Cook
Interim City Clerk

Michael J. Cosentino
City Attorney



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

25 MPH SPEED LIMIT SURVEY

The City of San Marcos has received a request to reduce the speed limit to 25 mph at the location below. This survey serves to assess neighborhood/business consent of the proposed speed limit reduction. This survey will be used in conjunction with other City evaluations to assess the feasibility of this reduction or variation thereof. The results of this survey do not guarantee the reduction of the speed limit.

Street Name (for Reduction): BURLESON ST (e.g. Linde Lane)
 Location or Block Numbers (for Reduction): FROM PROSPECT ST. TO MADRONE ST. (e.g. From River Rd to Buggy Ln or 600 - 1300 block)
 Suggested Speed Limit: 25 MPH Speed Limit

NAME (print)	COMPANY	ADDRESS	PHONE NUMBER	APPROVE 25 MPH signs (check one)		SIGNATURE
				YES	NO	
Maude Shelton	Palmer's Restaurant	102-12 edison	512-665-1899	<input checked="" type="checkbox"/>	<input type="checkbox"/>	[Signature]
Pravin Sengul		904 Burleson St.	512-751-0730	<input checked="" type="checkbox"/>	<input type="checkbox"/>	[Signature]
John Barlow		904 Burleson St.	512-353-2299	<input checked="" type="checkbox"/>	<input type="checkbox"/>	[Signature]
Joseph McMillan		826 Burleson St.	512-648-7522	<input checked="" type="checkbox"/>	<input type="checkbox"/>	[Signature]
Arthur Heikinger	SAW LLC	826 Burleson St	488-181-6411	<input checked="" type="checkbox"/>	<input type="checkbox"/>	[Signature]
Lara Keeling		828 Burleson St, B	832-283-1823	<input checked="" type="checkbox"/>	<input type="checkbox"/>	[Signature]
		828 Burleson St, B	512-785-5088	<input checked="" type="checkbox"/>	<input type="checkbox"/>	[Signature]

Community Contact: NONNY BAGLEY Address: 736 BURLESON ST
 Please Return to: Public Services Department - Transportation
 630 E. San Marcos
TransportationInfo@sanmarco.tx.gov
 Phone: 512.393.1282

For questions, call 512-393-8036.



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

25 MPH SPEED LIMIT SURVEY

The City of San Marcos has received a request to reduce the speed limit to 25 mph at the location below. This survey serves to assess neighborhood/business consent of the proposed speed limit reduction. This survey will be used in conjunction with other City evaluations to assess the feasibility of this reduction or variation thereof. The results of this survey do not guarantee the reduction of the speed limit.

Street Name (for Reduction): BURLESON ST (e.g. Linda Lane)
 Location or Block Numbers (for Reduction): PROSPECT ST TO MOORE ST (e.g. From River Rd to Bugg Ln or 600 - 1300 block)
 Suggested Speed Limit: 25 MPH Speed Limit

NAME (print)	COMPANY	ADDRESS	PHONE NUMBER	APPROVE 25 MPH signs (check one)		SIGNATURE
				YES	NO	
CAROL RUSSELL		611 BURLESON ST.	512-353-3220	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Carol Russell
Darcy Kramer		612 Burleson St	512-458-4120	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Darcy Kramer
Sienna Mulphish		626 Burleson St	512-389-8985	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sienna Mulphish
DALLIA WOODS		714 BURLESON	14 565 7523	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Dallia Woods
JOHANNAK THAMSEN		549 BURLESON	512-369-1749	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Johanna K. Thamsen
Stacey Cole		603 Burleson	512-644-6325	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Stacey Cole
WFF Solder		603 Burleson	512-665-6229	<input checked="" type="checkbox"/>	<input type="checkbox"/>	WFF Solder

Community Contact: Donny Bagley Address: 736 BURLESON ST Phone: 512, 393, 1262

Please Return to: Public Services Department - Transportation
 630 E. San Marcos
TransportationInfo@sanmarco.tx.gov

For questions, call 512-393-8036.



City of San Marcos
 630 E. Hopdins
 San Marcos, Texas 78688

25 MPH SPEED LIMIT SURVEY

The City of San Marcos has received a request to reduce the speed limit to 25 mph at the location below. This survey serves to assess neighborhood/business consent of the proposed speed limit reduction. This survey will be used in conjunction with other City evaluations to assess the feasibility of this reduction or variation thereof. The results of this survey do not guarantee the reduction of the speed limit.

Street Name (for Reduction): BURLESON ST (e.g. Linda Lane)
 Location or Block Numbers (for Reduction): FARM PROSPECT ST. TO MOORE ST (e.g. From River Rd to Bugg Ln or 600 - 1300 block)
 Suggested Speed Limit: 25 MPH Speed Limit

NAME (print)	COMPANY	ADDRESS	PHONE NUMBER	APPROVE 25 MPH sign (check one)		SIGNATURE
				YES	NO	
Donny Bagley		736 Burleson St	512 393 1262	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Donny Bagley</i>
Erk Stephenson		719 Burleson St	512 497 7167	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Erk Stephenson</i>
Diane Phalen		721 Burleson St	512 557 4154	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Diane Phalen</i>
Scott Henning		721 Burleson St	512 557 6641	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Scott Henning</i>
Todd O. DeKraak		1410 Progress St	512 754 9321	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Todd O. DeKraak</i>
Todd Allen		724 Burleson St	512 352 0706	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Todd Allen</i>
Karen Ford		500 Braune Terrace	512 422 8234	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Karen Ford</i>

Community Contact: Donny Bagley Address: 736 Burleson St Phone: 512 393 1262

Please Return to: Public Services Department - Transportation
 630 E. San Marcos
 TransportationInfo@sanmarcos.gov

For questions, call 512-393-8036.



City of San Marcos
 630 E. Hopkins
 San Marcos, Texas 78668

25 MPH SPEED LIMIT SURVEY

The City of San Marcos has received a request to reduce the speed limit to 25 mph at the location below. This survey serves to assess neighborhood/business consent of the proposed speed limit reduction. This survey will be used in conjunction with other City evaluations to assess the feasibility of this reduction or variation thereof. The results of this survey do not guarantee the reduction of the speed limit.

Street Name (for Reduction): BURLESON ST (e.g. Linda Lane)
 Location or Block Numbers (for Reduction): FROM PROSPECT ST TO MOORE ST (e.g. From River Rd to Bugg Ln or 600 - 1300 block)
 Suggested Speed Limit: 25 MPH Speed Limit

NAME (print)	COMPANY	ADDRESS	PHONE NUMBER	APPROVE 25 MPH signs (check one)		SIGNATURE
				YES	NO	
DAVY BASELEY		736 BURLESON ST	512 393 1262	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Davy Baseley</i>
Lonnie Basley		736 Burleson	512 396 1009	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Lonnie Basley</i>
Kathy Morley		804 Burleson	512 511 0119	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Kathy Morley</i>
Duff Strubberg		804 Burleson	512 520-6783	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Duff Strubberg</i>
Lydia Kendrick		404 Browne Terrace	512 753 9565	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Lydia Kendrick</i>
Sue Prather		400 Browne Terrace	512 742 1811	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Sue Prather</i>
Kathy Pickler		400 Browne Terrace	512 781 9369	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Kathy Pickler</i>

Community Contact: DAVY BASELEY Address: 736 BURLESON ST Phone: 512 393 1262

Please Return to: Public Services Department - Transportation
 630 E. San Marcos
TransportationInfo@sanmarcos.tx.gov

For questions, call 512-393-9036.



City of San Marcos
 630 E. Hopkins
 San Marcos, Texas 78668

25 MPH SPEED LIMIT SURVEY

The City of San Marcos has received a request to reduce the speed limit to 25 mph at the location below. This survey serves to assess neighborhood/business consent of the proposed speed limit reduction. This survey will be used in conjunction with other City ordinances to assess the feasibility of this reduction or variation thereof. The results of this survey do not guarantee the reduction of the speed limit.

Street Name (for Reduction.): BURLESON ST (e.g. Linda Lane)
 Location of Block Numbers (for Reduction.): FROM PROSPECT ST TO MOORE ST (e.g. From River Rd to Buggy Ln or 600 - 1300 block)
 Suggested Speed Limit: 25 MPH Speed Limit

NAME (print)	COMPANY	ADDRESS	PHONE NUMBER	APPROVE 25 MPH signs (check one)		SIGNATURE
				YES	NO	
Donny Basley		736 Burleson St	512 3931262	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>
Cherry Walts		1001 Burleson St	512/3937334	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>
Charles Walts		1001 Burleson St	512-391-8313	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>
Stacy Douglas		807 Highland Terrace	512-357-6811	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>

Community Contact: Donny Basley Address: 736 Burleson St Phone: 512 393 1262

Please Return to: Public Services Department - Transportation
 630 E. San Marcos
 TransportationInfo@sanmarcos.tx.gov

For questions, call 512-398-8036.



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

25 MPH SPEED LIMIT SURVEY

The City of San Marcos has received a request to reduce the speed limit to 25 mph at the location below. This survey serves to assess neighborhood/business consent of the proposed speed limit reduction. This survey will be used in conjunction with other City evaluations to assess the feasibility of this reduction or variation thereof. The results of this survey do not guarantee the reduction of the speed limit.

Street Name (for Reduction): _____ (e.g. Linda Lane)
 Location or Block Numbers (for Reduction): _____ (e.g. From River Rd to Bugg Ln or 600 - 1300 block)
 Suggested Speed Limit: 25 MPH Speed Limit

NAME (print)	COMPANY	ADDRESS	PHONE NUMBER	APPROVE 25 MPH signs (check one)		SIGNATURE
				YES	NO	
Cherry Wells		1001 Burlinson St	512-391-3325	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>
Johanna Zwick		1125 Burlinson St	512-1557-0123	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>
Sandy Walden		15017 Burlinson St	(512) 502-5132	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>
TAMMY WALDEN		1017 Burlinson St	(512) 657-1668	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>
KEVIN COHN		925 Burlinson	512-391-1826	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>
Jessan Brader		925 Burlinson	512-392-5870	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>
Wendy Morse		906 Burlinson	512-395-5837	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>

Community Contact: _____ Address: _____ Phone: _____

Please Return to: Public Services Department - Transportation
 630 E. San Marcos
 TransportationInfo@sanmarco.tx.gov

For questions, call 512-393-8036.



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

25 MPH SPEED LIMIT SURVEY

The City of San Marcos has received a request to reduce the speed limit to 25 mph at the location below. This survey serves to assess neighborhood/business consent of the proposed speed limit reduction. This survey will be used in conjunction with other City evaluations to assess the feasibility of this reduction or variation thereof. The results of this survey do not guarantee the reduction of the speed limit.

Street Name (for Reduction): BURLESON ST (e.g. Linda Lane)
 Location or Block Numbers (for Reduction): BETWEEN PROSPECT & MOORE ST (e.g. From River Rd to Bugg Ln or 600 - 1300 block)
 Suggested Speed Limit: 25 MPH Speed Limit

NAME (print)	COMPANY	ADDRESS	PHONE NUMBER	APPROVE 25 MPH signs (check one)		SIGNATURE
				YES	NO	
Bill ZASSEN KROEGER'S		140 Progress St SUITE	512/5449321	<input checked="" type="checkbox"/>	<input type="checkbox"/>	[Signature]
Robin Yellon		702 Burleson St.	713/494-7173	<input checked="" type="checkbox"/>	<input type="checkbox"/>	[Signature]
Ken Kellough		702 Burleson	713/4949153	<input checked="" type="checkbox"/>	<input type="checkbox"/>	[Signature]
MIKE DICKER		1000 BURLESON	512-393-7033	<input checked="" type="checkbox"/>	<input type="checkbox"/>	[Signature]

Community Contact: Denny BAGLEY Address: 7316 BURLESON ST, SM 78666 Phone: 512.393.1262

Please Return to:
 Public Services Department - Transportation
 630 E. San Marcos
 TransportationInfo@sanmarcos.tx.gov

For questions, call 512-393-9036.



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

25 MPH SPEED LIMIT SURVEY

The City of San Marcos has received a request to reduce the speed limit to 25 mph at the location below. This survey serves to assess neighborhood/business consent of the proposed speed limit reduction. This survey will be used in conjunction with other City evaluations to assess the feasibility of this reduction or waiver on thereof. The results of this survey do not guarantee the reduction of the speed limit.

Street Name (for Reduction): BURLESON ST (e.g. Linda Lane)
 Location or Block Numbers (for Reduction): FROM PROSPECT ST TO MOORE ST (e.g. From River Rd to Bugs Ln or 800 - 1300 block)
 Suggested Speed Limit: 25 MPH Speed Limit

NAME (print)	COMPANY	ADDRESS	PHONE NUMBER	APPROVE 25 MPH signs (check one)		SIGNATURE
				YES	NO	
DOVNY BASLEY		736 BURLESON ST	512 393 1262	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>
CAEL DEAR		902 BURLESON	502-719-8000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>
DIANNE PARE		400 BLANCO ST.	612-212-8574	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>
DON GRAHAM		901 HILWARD TOR	512-753-9888	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>
Rodney Van Duden Kordke		323 Scott	512-216-3454	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>

Community Contact: DOVNY BASLEY Address: 736 BURLESON ST Phone: 512 393 1262

Please Return to: Public Services Department - Transportation
 630 E. San Marcos
TransportationInfo@sanmarcostrx.gov

For questions, call 512-383-8036.



City of San Marcos
 630 E. Hopkins
 San Marcos, Texas 78668

25 MPH SPEED LIMIT SURVEY

The City of San Marcos has received a request to reduce the speed limit to 25 mph at the location below. This survey serves to assess neighborhood/business consent of the proposed speed limit reduction. This survey will be used in conjunction with other City evaluations to assess the feasibility of the reduction or variation thereof. The results of this survey do not guarantee the reduction of the speed limit.

Street Name (for Reduction): BURLESON ST (e.g. Linda Lane)
 Location or Block Numbers (for Reduction): BETWEEN PROSPECT & MOORE ST (e.g. From River Rd to Bugg Ln or 600 - 1300 block)
 Suggested Speed Limit: 25 MPH Speed Limit

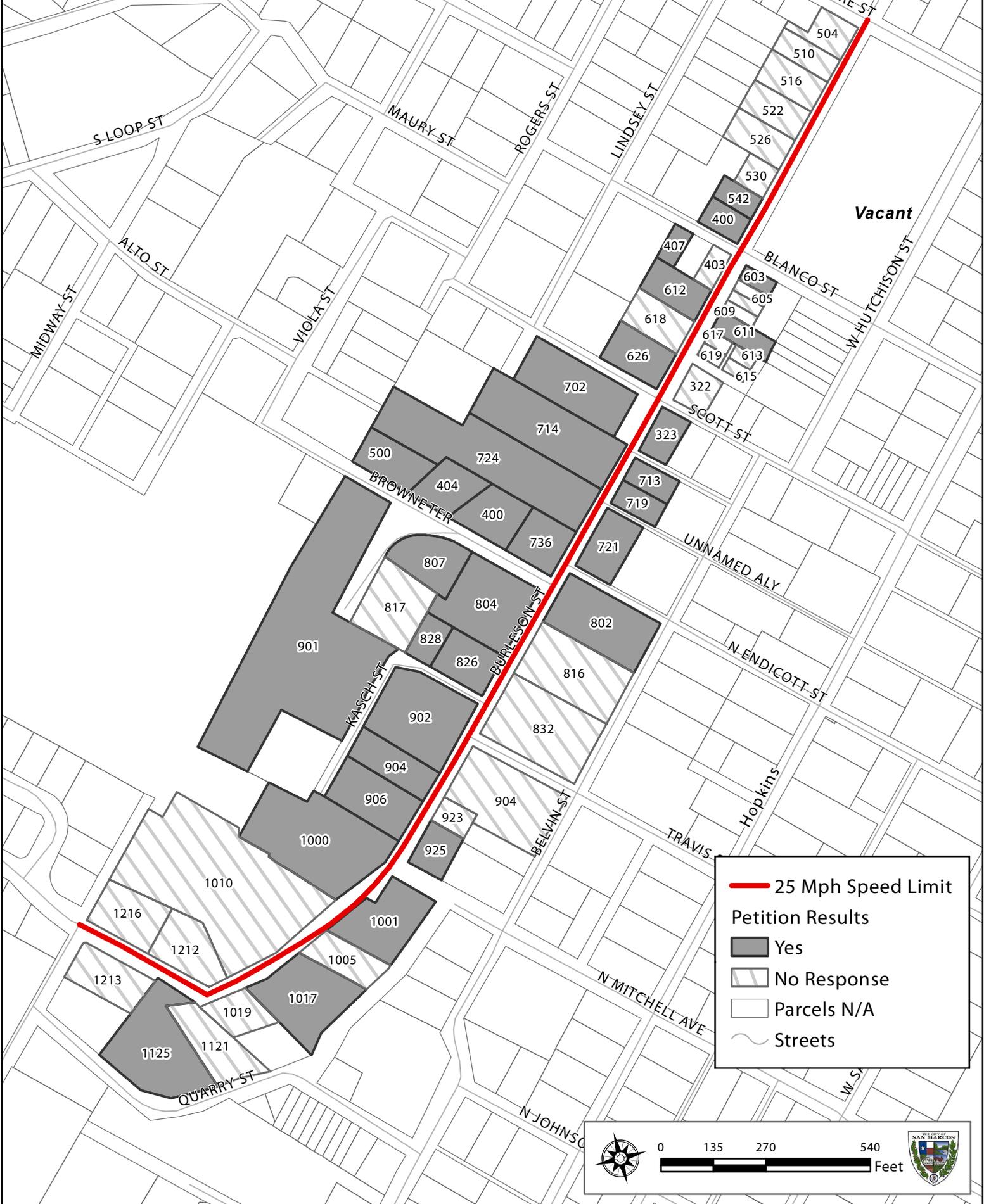
NAME (print)	COMPANY	ADDRESS	PHONE NUMBER	APPROVE 25 MPH signs (check one)		SIGNATURE
				YES	NO	
<i>Greg D. Washburn</i>		<i>443 Blount</i>	<i>512-282-5011</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>
<i>Kathy M. Morris</i>	<i>Red's Movers</i>	<i>802 Belvin</i>	<i>512-353-1586</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<i>Kathy M. Morris</i>	<i>Red's Movers</i>	<i>713 Burleson</i>	<i>512-353-1586</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
				<input type="checkbox"/>	<input type="checkbox"/>	
				<input type="checkbox"/>	<input type="checkbox"/>	
				<input type="checkbox"/>	<input type="checkbox"/>	

Community Contact: DANNY BAGLEY Address: 736 BURLESON ST, SM 78666 Phone: 512.393.1262

Please Return to: Public Services Department - Transportation
 630 E. San Marcos
 TransportationInfo@sanmarcos.tx.gov

For questions, call 512-393-6036.

Proposed 25 mph Speed Zone and Petition 500 to 1200 Block of Burlison St



September 25, 2020

Contact:

Kristy Stark, Director of Communications & IGR, 512.393.8105 kstark@sanmarcostx.gov
Rebecca Beahan, Communications Specialist, 512.393.8243 rbeahan@sanmarcostx.gov

Hopkins Street Project Amends Traffic Plan with Speed Reduction

In an effort to monitor and improve the flow of detoured traffic from the Hopkins Street Project, the City of San Marcos is amending the traffic plan and implementing temporary speed limit reductions from 30 mph to 25 mph on Belvin and San Antonio Streets beginning on Friday, Sept. 25.

The speed reduction is anticipated to be a permanent change after City staff submit the new speed limit to City Council for approval in December.

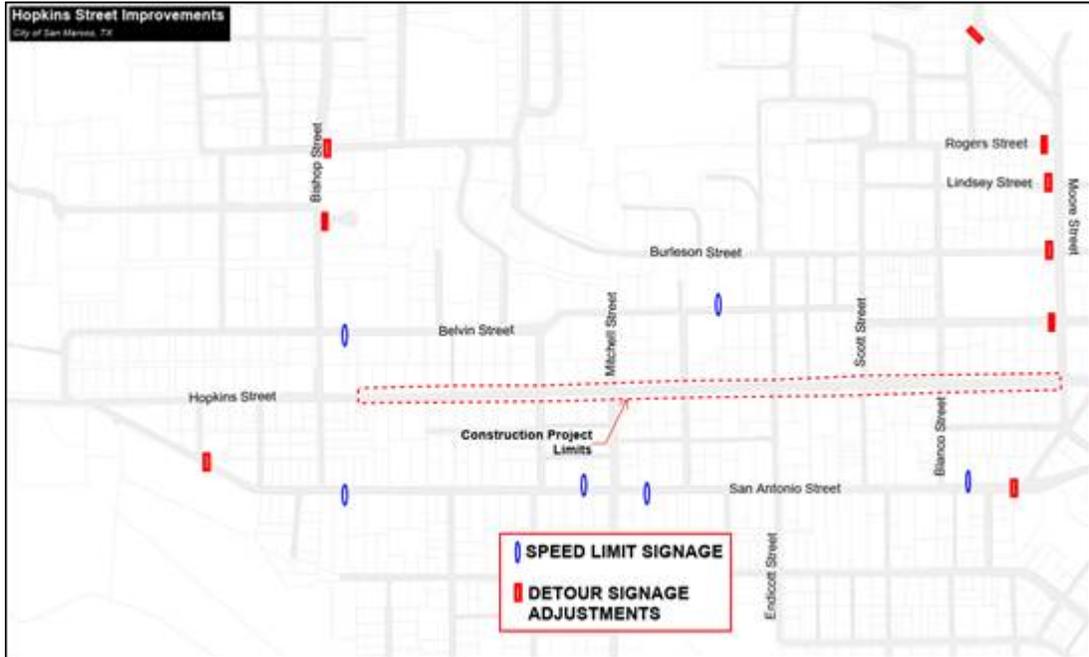
“The construction on Hopkins Street has resulted in an increase in thru traffic on San Antonio and Belvin Streets,” said Laurie Moyer, Director of Engineering and Capital Improvements. “We want the families living, biking, and walking on those streets to feel safe, and reducing the speed of traffic flow is an effective way to do that.”

Six new speed limit signs will be installed along the streets today to replace the previous speed limit signs.

City crews will also be replacing the current Road Closed to Thru Traffic signage along Bishop and Moore Street with Detour signage directing traffic to stay on the signed detour route. Sign locations will be adjusted to not impact access to local residents and businesses.

The \$10 Million Hopkins Street Project replaces water and wastewater lines on Hopkins from Bishop to Moore Street, includes traffic calming design with reduced roadway section and three raised intersections, and installs storm inlets tying into the Travis Drainage Outfall Project. The City of San Marcos broke ground on the project in Summer 2020 with completion scheduled by Summer 2022, weather permitting.

For more information, contact the City of San Marcos Engineering & Capital Improvements Department at 512.393.8130 or visit www.sanmarcostx.gov/HopkinsStreetImprovements.



Map of Signage Along San Antonio & Belvin Streets

###



Legislation Text

File #: ID#20-642, **Version:** 1

AGENDA CAPTION:

Discuss and take action on the creation, appointment, and implementation of a Comprehensive Plan Rewrite Steering Committee charged with assisting in the City's Comprehensive Plan rewrite; and provide direction to Staff.

Meeting date: October 7, 2020

Department: Planning and Development Services

Amount & Source of Funding

Funds Required: n/a

Account Number: n/a

Funds Available: n/a

Account Name: n/a

Fiscal Note:

Prior Council Action: 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 - Choose an item.
- Neighborhoods & Housing - Choose an item.
- Parks, Public Spaces & Facilities - Choose an item.
- Transportation - Choose an item.
- Core Services
- Not Applicable

Master Plan:

Vision San Marcos - A River Runs Through Us

Background Information:

The City is moving forward with the rewrite of its Comprehensive Plan. City Council recently approved the contract with the selected consultant, Moore, Iacofano, and Goltsman (MIG), and City staff just held its internal kickoff meeting with them on August 27, 2020.

One of the next steps in the process is to appoint a steering committee that will oversee the project and the creation of the plan. This committee will be a working group that aids City staff and the consultant team with both the public process and the plan's substance. The committee will meet about eight times during the project, and include approximately +/- 20 people who, together, represent the broad interests that exist within the community.

The role of the members of the Steering Committee will be as follows:

- The members of this committee will be asked to serve as a representative to various constituents and individuals in their respective networks, encouraging participation in the public process, while also sharing some of the more technical insights developed by the committee, as appropriate.
- The members of this committee will be asked to provide input throughout the process, as well as to share constructive feedback, both in the form of their individual expertise, as well as representative of those they are representing.
- Finally, as the plan moves toward adoption, members will be asked to champion the plan through the adoption process, sharing their unique perspective of having served on the committee and playing a key role in building consensus around the plan's vision, goals, and recommendations.

Please note, the Steering Committee is a separate committee than the current Comprehensive Plan Oversight Committee, which is a seven member committee that was established after the completion of the 2013 plan to: review the progress of implementation of the plan; determine completeness of the plan objectives; recommend prioritization of plan objectives; and provide an annual status report. The main difference between these two committees is that the Steering Committee will be the committee that assists in the creation of the plan, and ensuring the plan represents the interests of the community, whereas, the Oversight Committee is the group that ensures the implementation of the plan after it is adopted. While the names of these committees are similar, their charges currently are different, thus the reason for the creation of a separate committee.

Since the Comprehensive Plan covers a wide range of topics/elements and should be representative of the residents of San Marcos, the committee should have a great deal of diversity within its membership. Not only should the members on the committee have an interest in the future of San Marcos, but the committee should have a membership that includes individuals with background and/or expertise in the following areas:

- Land use
- Urban design / architecture
- Historic preservation
- Environmental and resource protection
- Economic development / business
- Housing
- Neighborhoods
- Parks and recreations

- Transportation and mobility
- Health, safety, and wellness
- Arts and culture
- Downtown / Main Street
- Outreach and communications

Applications are due by 5 p.m. on Monday, Sept. 28, 2020. Following that, Staff will assemble the applications and provide them to the City Council for their consideration. In addition to this, Staff will provide an analysis of the applicants and their related interest, background, and areas of expertise. The City Council can then use this as they look to appoint the members of the committee.

Council Committee, Board/Commission Action:

n/a

Alternatives:

n/a

Recommendation:

It will be important to select members who are in tune with the wants and desires of the citizens within the community. In addition, it will also be important to select members who have an interest, background, or expertise in one or more of the above defined areas will be important, as these areas correspond to the identified planning elements within the Comprehensive Plan. In one of its most basic, yet important roles, the Steering Committee will be used as a sounding board to the initial recommendations made. For example, as we go through the process of developing goals, objectives, and policies, the members of the Steering Committee will help ensure that the ideas presented make sense, are feasible, or create any red flags, both from a technical and community support standpoint. This is identified because even if an idea is doable from a technical standpoint, it does not mean it will have the support of the citizens of the community. Therefore, having members who represent both areas will be important.

Also, to be effective, the Steering Committee should consist of about 20-25 members. If the committee has significantly more members, it can be difficult to gain consensus, and any less it can present challenges of being governed by a few, especially if not all members attend every meeting. Again, the intent of this group is to be a resource to the consultant and staff in the development of the plan, and to address concerns prior to the drafts/ideas being presented. While not every member of the Steering Committee will need expertise in every area, it will be helpful that they have some degree of background in the area for which they were identified.

The application process was done to provide the City Council with the greatest degree of flexibility in the process in appointing the committee's members. Knowing who is interested in serving on the committee and their interest/background/expertise, will allow the City Council the ability to analyze any areas of need for the committee that may not be able to be addressed by only the individuals who have specifically applied. Depending on number of people who apply and their interest/background/expertise, it may change the approach the City Council wishes to take regarding appointing individuals, including possibly appointing

members from other boards, commissions, committees, organizations, etc. Also, organizations like the San Marcos Consolidated Independent School District, Texas State University, Hays County, etc. will have an impact on numerous elements within the Comprehensive Plan. Therefore, it may be beneficial to have members on the Steering Committee who represent those organizations. Again, the intent is to provide the City Council with options in appointing the members to make sure we have the needed representation.

One option that has been done in the past with selecting members for committees is to have each City Council member select a certain number of individuals. For example, since there are seven members of the City Council, each member could pick three applicants. This would then equate to 21 members, and if a member was added from the San Marcos Consolidated Independent School District, Texas State University, Hays County, Planning and Zoning Commission, and the City Council, it would get us to 26 members, assuming each City Council member selects different members, or the member that they select is not part of one of the other organizations. Please note this is only an option, and the City Council may choose to structure and appoint this committee as they feel is appropriate.

Finally, recognizing that there is a priority to get the project completed in a reasonable amount of time, especially the area plans, the application process should provide the City Council with as much information and interest from potential members upfront as they make their decision. If members are appointed at the October 7, 2020 meeting, or shortly thereafter, it should allow the project to stay on schedule, with an anticipated completion date by the end of 2021 (18 months from consultant contract approval).



Legislation Text

File #: ID#20-645, **Version:** 1

AGENDA CAPTION:

Consider applications from interested citizens for service on an ad hoc committee to study the use of force policies of the San Marcos Police Department and make recommendations to the Chief of Police and City Council, hold discussion and make nominations to the committee, and provide direction to staff.

Meeting date: October 7, 2020

Department: Police - Interim Chief Bob Klett

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.

Choose an item.

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

- Economic Development - Choose an item.
- Environment & Resource Protection - Choose an item.
- Land Use - Choose an item.
- Neighborhoods & Housing - Choose an item.
- Parks, Public Spaces & Facilities - Choose an item.
- Transportation - Choose an item.
- Core Services
- Not Applicable

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

Choose an item.

Background Information:

During the City Council meeting held on September 1, 2020, the Council provided direction to staff to create an application for service on this committee and publish it for citizen interest through September 30, 2020. Additionally, Council further directed an item to be placed on the September 15, 2020 agenda that will allow Council to discuss the operational plan of this committee and provide direction to staff. After some deliberation about the process that should be used for nomination of members, Council decided to use the process most often used to establish board and commission membership. The process involves the Council members being provided the entire list of applicants in advance of the meeting and then taking turns nominating members from that list as they are called upon by the Mayor. Council further provided direction that this process would be handled at the October 7, 2020 regular Council meeting for the purpose of establishing the committee.

Council Committee, Board/Commission Action:

The Chief's Advisory Panel has recommended that all findings or recommendations of this committee be presented to them for additional review before a final Chief's report is made to Council.

Alternatives:

Click or tap here to enter text.

Recommendation:

Appoint 15 San Marcos residents to an ad hoc committee charged with studying the use of force policies of the San Marcos Police Department and making recommendations to the Chief of Police and City Council.

City of San Marcos
Volunteer Interest Application
SMPD Use of Force Policy Ad Hoc Committee

PLEASE TYPE OR PRINT CLEARLY
COMPLETE ALL FIELDS. INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

NAME _____

Personal Information

Home Address: _____

Telephone: _____

Fax: _____

Telephone: _____

E-mail: _____

Occupational Information

Business Owner? Yes No

Business Name: _____

Occupation: _____
(If retired, please indicate former occupation)

Address: _____

Fax: _____

I reside in the San Marcos City limits and have done so for ____ years and ____ months

I own real property in the San Marcos City limits and have done so for ____ years and ____ months

I reside in the San Marcos ETJ and have done so for ____ years and ____ months

I own real property in the ETJ and have done so for ____ years and ____ months

YOU MUST PROVIDE PROOF OF RESIDENCY. PLEASE SEE BELOW FOR ADDITIONAL DOCUMENTS YOU WILL NEED TO PROVIDE.

About: The committee will be comprised of 15 members appointed by City Council and will serve a limited term until the work of the committee is completed. The committee's charge is to study the Use of Force policies of the San Marcos Police Department, compare those policies to national standards, and make recommendations to the City Council. When considering appointments to the positions on the Committee, Council shall endeavor to appoint individuals who will work in earnest and in good faith to complete the charge of the committee. This Committee will meet at regular intervals until its work is completed.

If you currently serve on any other boards/commissions, please list them here: _____

Please list any life experience or interests that you believe qualifies you to serve in the position requested:

Please explain why you are interested in serving on this committee: _____

I DECLARE THAT THE FACTS STATED THEREIN ARE TRUE.

Signature:

Date:

PLEASE RETURN THIS FORM TO:

CITY CLERK'S OFFICE
630 E. HOPKINS SAN MARCOS, TEXAS 78666
(512)393-8090 FAX: 1-855-246-9100
CityClerk@sanmarcostx.gov

Proof of Residency with two of the following items:

<ul style="list-style-type: none">• Current Utility Bill• Property tax receipt• Current Voter Registration Card	<ul style="list-style-type: none">• Renters may provide a signed landlord statement (attached)• Copy of current Driver's License
---	---



Legislation Text

File #: ID# 20-700, **Version:** 1

AGENDA CAPTION:

Consider the appointment of three city representatives to the Core Four Task Force, an advisory group to the Core Four Policy Group, and provide direction to Staff.

Meeting date: October 7, 2020

Department: Parks and Recreation

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: 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.
- Core Services
- Not Applicable

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

Youth Master Plan

Background Information:

The Core Four Policy Group is comprised of representatives from the City, Hays County, Texas State University and San Marcos CISD. The Core Four Task Force will be advisory directly to the Core Four Policy Group and is replacing the San Marcos Commission on Children and Youth which is being dissolved.

The Task Force will be comprised of two members from Hays County, two members from Texas State University, two members from San Marcos Consolidated Independent School District, and three members from the City of San Marcos.

To date we know the following representatives have been appointed by other Core Four Policy Group entities -
Texas State University: Michelle Hamilton and Amy Weimer
San Marcos CISD: Anne Halsey and Clem Cantu

The function of the Core Four Task Force will be to work with the Youth Services Director under the direction of Community Action, Inc of Central Texas (CAI) on implementation of the City's Youth Master Plan. The Task Force will report back to the Core Four group and will also take their recommendations regarding plan implementation into consideration.

The Task Force will also create a Youth Advisory group that will serve in the place of the dissolved San Marcos Youth Commission.

Council will appoint three representatives to serve as their representatives on the Core Four Task Force. These appointees do not have to be members of the City Council.

Council Committee, Board/Commission Action:

Alternatives:

Click or tap here to enter text.

Recommendation:

Click or tap here to enter text.



MEMO

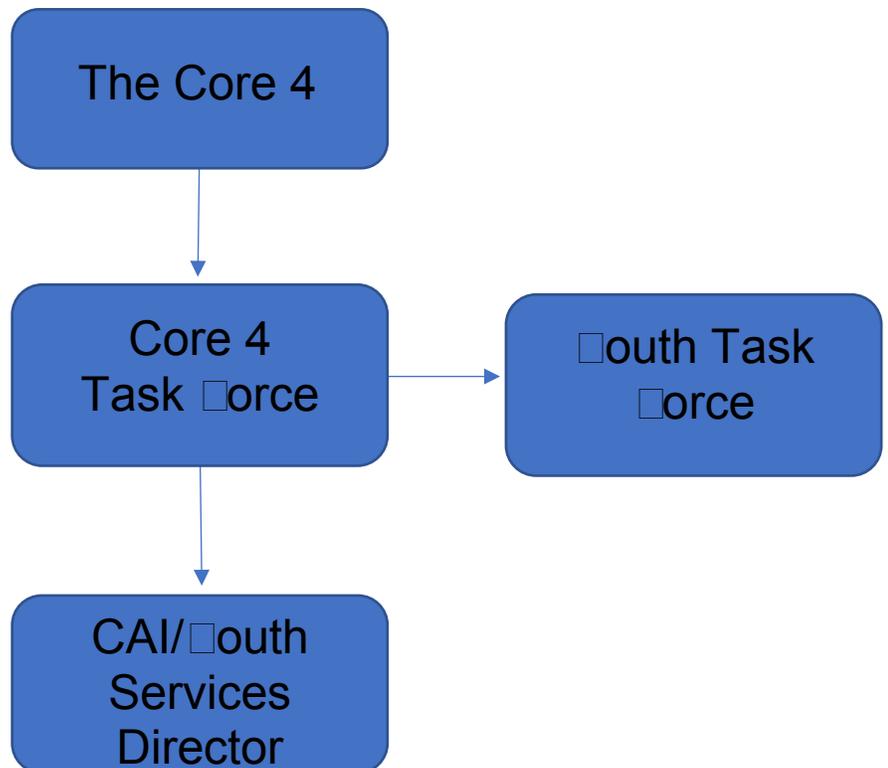
To: Core 4 Members
FROM: Drew Wells, Director of Parks and Recreation
DATE: March 12, 2020
RE: **Role of the Core 4 and Billing Proposal**

SUMMARY:

The purpose of this memo is for City of San Marcos (COSM) staff to give their recommendation on the structure of the San Marcos Commission on Children and Youth (SMCCY) and the role of the Core 4 in relation to the Youth Services Director moving forward. We will also address the billing/funding process in relation to executed agreements.

Recommendations of Role of the Core 4 from City staff:

- Restructure SMCCY to become a Core 4 Task Force.
- The Core 4 Task Force would consist of two members from Hays County, two members from Texas State (TxState), two members from San Marcos Consolidated Independent School District (SMCISD) and three members from COSM.
- The Core 4 Task Force would be advisory directly to the Core 4 and would no longer function as a City Commission.
- The function of the Core 4 Task Force would be to work with the Youth Services Director under the direction of Community Action, Inc of Central Texas (CAI) on implementation of the Youth Master Plan.
- Create a Youth Task Force that will work as a subcommittee of the Core 4 Task Force.
- Members of Youth Task Force can be self-appointed by current members and/or Core 4 Task Force.



Billing proposal from City staff:

Staff would like to propose the following schedule for billing to each entity moving forward:

- The City's Finance Department will invoice each entity (Hays County, SMCISD and TxState) quarterly beginning April 1, 2020.
- Each entity will be billed for \$5,000 each quarter.
- Future billing dates will be on or around July 1, 2020, October 1, 2020 and January 1, 2021.
- The total billing for the current Fiscal Year will amount to \$10,000 for each entity.
- The contract will be in effect for two years with the start date of March 3, 2020.

END



Legislation Text

File #: ID#20-697, **Version:** 1

AGENDA CAPTION:

Consider the appointment of three city representatives to the Core Four Policy Group, and provide direction to Staff.

Meeting date: October 7, 2020

Department: Parks and Recreation

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: 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.
- Core Services
- Not Applicable

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

Youth Master Plan

Background Information:

The Core Four Policy Group is comprised of representatives from the City, Hays County, Texas State University and San Marcos CISD and is the policy body that will oversee the work done by the Core Four Task Force which is an advisory group responsible for implementing the Youth Master Plan, and is replacing the San Marcos Commission on Children and Youth which is being dissolved.

Council will appoint three representatives to serve as their representatives on the Core Four Policy Group.

The Policy Group will meet on a Quarterly basis.

Council Committee, Board/Commission Action:

Alternatives:

Click or tap here to enter text.

Recommendation:

Click or tap here to enter text.



MEMO

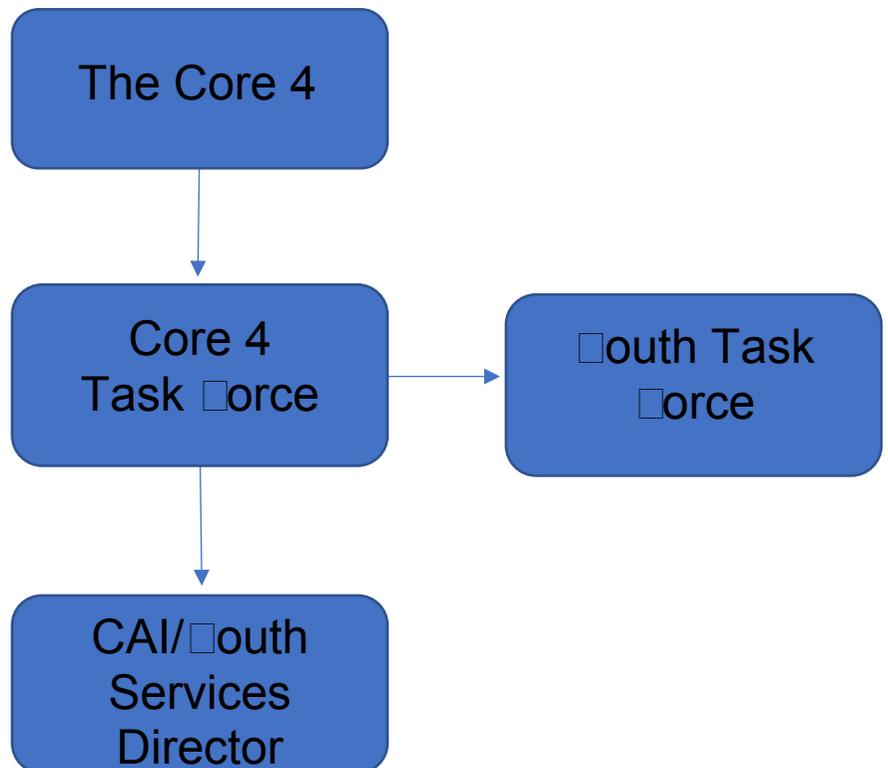
To: Core 4 Members
FROM: Drew Wells, Director of Parks and Recreation
DATE: March 12, 2020
RE: **Role of the Core 4 and Billing Proposal**

SUMMARY:

The purpose of this memo is for City of San Marcos (COSM) staff to give their recommendation on the structure of the San Marcos Commission on Children and Youth (SMCCY) and the role of the Core 4 in relation to the Youth Services Director moving forward. We will also address the billing/funding process in relation to executed agreements.

Recommendations of Role of the Core 4 from City staff:

- Restructure SMCCY to become a Core 4 Task Force.
- The Core 4 Task Force would consist of two members from Hays County, two members from Texas State (TxState), two members from San Marcos Consolidated Independent School District (SMCISD) and three members from COSM.
- The Core 4 Task Force would be advisory directly to the Core 4 and would no longer function as a City Commission.
- The function of the Core 4 Task Force would be to work with the Youth Services Director under the direction of Community Action, Inc of Central Texas (CAI) on implementation of the Youth Master Plan.
- Create a Youth Task Force that will work as a subcommittee of the Core 4 Task Force.
- Members of Youth Task Force can be self-appointed by current members and/or Core 4 Task Force.



Billing proposal from City staff:

Staff would like to propose the following schedule for billing to each entity moving forward:

- The City's Finance Department will invoice each entity (Hays County, SMCISD and TxState) quarterly beginning April 1, 2020.
- Each entity will be billed for \$5,000 each quarter.
- Future billing dates will be on or around July 1, 2020, October 1, 2020 and January 1, 2021.
- The total billing for the current Fiscal Year will amount to \$10,000 for each entity.
- The contract will be in effect for two years with the start date of March 3, 2020.

END

AGREEMENT TO PROVIDE JOINT FUNDING FOR THE PROVISION OF YOUTH SERVICES

As of March 3, 2020 (the "Effective Date") the City of San Marcos (the "City") and Texas State University (the "University"), San Marcos Consolidated Independent School District (the "SMCISD"), and Hays County enter into this agreement (the "Agreement"), for the creation and joint funding of a youth services director to administer youth services and programs on behalf of and for the mutual benefit of the parties to this Agreement.

I. RECITALS:

1.1. The City, the University, SMCISD, and Hays County (hereinafter, the "Core 4" or the "Parties," or individually, a "Party") wish to establish youth programming that will include information on the benefits of a post-secondary education and continuing education beyond a high school diploma.

1.2. The Core 4 wish to work cooperatively to create educational links between each of them in order to continue the Bobcat Promise and to foster better communications.

1.3. Representatives of the "Core 4" and other youth-service agencies will occupy seats on the San Marcos Commission on Children and Youth (the "Commission"), which will provide leadership and oversight for ongoing collaborative youth services planning for San Marcos area youth.

1.4. The Core 4 wish to jointly fund the creation of a youth services director (the "Director") that will be responsible for administering and delivering programs for youth in the community and other related services agreed to by the Core 4.

1.5. The Core 4 wish to designate the City as the Party responsible for contracting with Community Action, Inc. to provide the personnel to serve as the Director.

1.6. For the reasons stated above, and in consideration of the mutual covenants and promises contained herein, the parties enter into this agreement.

II. AGREEMENT

2.1. City Agreements. The City agrees to:

2.1.1. Subject to each Party's advance review and written approval, execute a contract with Community Action, Inc. to procure the services of and set the terms of compensation of the Director in an amount not to exceed \$90,000.00 for the wages or salary, and the cost of benefits for the person serving as the Director, plus an amount up to \$20,000.00 for associated administrative and program expenses, for a total contract amount not to exceed \$110,000.00.

2.1.2. Manage the contract with Community Action, Inc. and the day to day

activities of the Director, and provide staff support to the Commission for implementation of the Youth Master Plan.

2.1.3. Contribute funding toward the compensation to be paid to Community Action, Inc. under said contract for Director services with the City as follows: a) no less than 50 percent of the wages or salary, plus the cost of benefits paid to the person serving as the Director; and b) up to \$5,000.00 for associated administrative and program expenses, contingent on the availability of funding.

2.1.4. Deliver one or more invoices to the each of the Parties for payment of each Party's share (as described in paragraph 2.1.3) of amounts owed by the City under its contract with Community Action, Inc for the services of the Director.

2.1.5. Meet with the Core 4 at least once annually, outside of the Commission meetings, to: a) establish the scope of work and compensation of Community Action, Inc. for the Director services to be contracted with the City; b) evaluate the performance of Community Action, Inc. under said contract; and c) set common goals, including the promotion of post-secondary educational opportunities, for the upcoming year's work.

2.1.6. Designate a representative authorized to act on the City's behalf in relation to the obligations under this Agreement.

2.2. University, SMCISD and Hays County Agreements: The University, SMCISD, Hays County agree to:

2.2.1. Each contribute funding toward the compensation to be paid to Community Action, Inc. under said contract for Director services with the City as follows: a) no less than one-third of the remaining 50 percent of the wages or salary, plus the cost of benefits paid to the person serving as the Director; and b) up to \$5,000.00 for associated administrative and program expenses, contingent on the availability of funding.

2.2.2. Each make such contributions by paying the City directly 15 days after the receipt of one or more invoices from the City for amounts owed by the City under its contract with Community Action, Inc for the services of the Director.

2.2.3. Meet with the Core 4 at least once annually, outside of the Commission meetings, to: a) establish the scope of work and compensation of Community Action, Inc. for the Director services to be contracted with the City; b) evaluate the performance of Community Action, Inc. under said contract; and c) set common goals, including the promotion of post-secondary educational opportunities, for the upcoming year's work.

2.2.4. Each designate a representative authorized to act on their behalf in relation to their respective obligations under this Agreement.

III. TERM

The term of this Agreement will commence on the Effective Date and will continue for two years unless sooner terminated in accordance with other terms of this Agreement.

IV. MISCELLANEOUS PROVISIONS

4.1. Cooperation. The Parties agree to cooperate with each other in good faith at all times during the term of this Agreement in order to achieve the purposes and intent of this Agreement. Each Party to this Agreement acknowledges and represents that this Agreement has been executed by its duly authorized representative.

4.2. Funding. The Parties acknowledge that funding under this Agreement will be made from current revenues legally available to each of the Parties.

4.3. Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes all prior understandings and agreements between the Parties regarding such matters. This Agreement may not be modified or amended except by written agreement executed by all Parties. No Party may assign this Agreement without the written consent of the other Parties.

4.4. Invalid Provisions; Severability. Should any provision in this Agreement be found or deemed invalid by a court of competent jurisdiction, this Agreement will be construed as not containing the provision and all other provisions that are otherwise lawful will remain in full force and effect, and to this end, the provisions of this Agreement are declared severable.

4.5. Applicable Law. This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising under this Agreement is in Hays County, Texas.

4.6. Public Information Act. The Parties are governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement may be subject to release under the Act.

4.7. Termination. Any Party may terminate this Agreement by giving at least 60 days' advance written notice of termination to the other Parties. In such event, the terminating Party shall remain responsible for payment to the City of its share of funding for any amounts due to Community Action, Inc. under its Youth Services Director contract with the City through the actual date such contract may be and is terminated by the City as a result of the Party's termination under this paragraph. After termination of this Agreement, each Party shall be reimbursed their respective share of any unexpended funds held by the City, if any.

4.8. Binding Effect; Assignment. This Agreement shall take effect immediately upon the Effective Date and shall inure to the benefit of and be binding upon the administrators, successors and assigns of the Parties. The City, the Parties will not assign or transfer any interest in this Agreement.

4.9. Limitation on Liability and Immunity. The Parties each reserve their applicable

constitutional, statutory and common law rights, privileges, statutory limitations on liability, immunities and defenses.

4.9. Amendments. This Agreement, including appendices and referenced attachments represents the entire and integrated Agreement between the City, the University, SMCISD, and Hays County and supersedes all prior proposals, negotiations, representations or agreements either written or oral between the parties. This Agreement may be amended only by separate written instrument approved by the Parties.

4.10. Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered by email, hand-delivery, or by certified mail to the addresses for each Party as follows:

City of San Marcos: Director of Parks and Recreation
City of San Marcos
630 E. Hopkins
San Marcos, Texas 78666
dwells@sanmarcostx.gov

Texas State University: Vice President for Finance and Support Services
Texas State University
601 University Drive, JCK 920
San Marcos, TX 78666
ealgie@txstate.edu

San Marcos Consolidated
Independent School District: Superintendent of Schools
San Marcos CISD
P.O. Box 1087
San Marcos, Texas 78666
michael.cardona@smcisd.net

Hays County: Hays County Judge
Hays County
111 E. San Antonio St, Ste. 300
San Marcos, TX 78666
judge.becerra@co.hays.tx.us

A Party may change the address or contact information for notice by providing written notice of such change to the other Parties.

EXECUTED by the Parties to be effective as of the Effective Date first written above.

[SIGNATURES ON THE FOLLOWING PAGES]
CITY OF SAN MARCOS:

By: Stephanie Reyes

Name: Stephanie Reyes

Title: Assistant City Manager

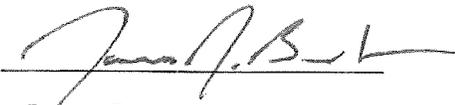
TEXAS STATE UNIVERSITY:

By: 
Eric Algoe (Feb 12, 2020)

Name: Eric Algoe

Title: VPFSS

**SAN MARCOS CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT:**

By: 

Name: James Barton

Title: Interim Asst. Superintendent
for Business & Support Srvcs.

HAYS COUNTY:

By: 

Name: Ruben Becerra

Title: Hays County Judge



City of San Marcos

630 East Hopkins
San Marcos, TX 78666

Legislation Text

File #: ID#20-662, **Version:** 1

AGENDA CAPTION:

Executive Session in accordance with the following Government Codes:

- (A) Section § 551.087 - Economic Development: to receive a staff briefing and deliberate regarding economic incentives for Project Spec and Project Lord of the Rings.



City of San Marcos

630 East Hopkins
San Marcos, TX 78666

Legislation Text

File #: ID#20-664, **Version:** 1

AGENDA CAPTION:

Consider action, by motion, regarding the following Executive Session items held during the Work Session and/or Regular Meeting and in accordance with the following Government Codes:

- (A) Section § 551.087 - Economic Development: to receive a staff briefing and deliberate regarding economic incentives for Project Spec and Project Lord of the Rings.