



# City of San Marcos

630 East Hopkins  
San Marcos, TX 78666

## Regular Meeting Agenda - Final Planning and Zoning Commission

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Tuesday, July 28, 2015

6:00 PM

City Council Chambers

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630 E. Hopkins

- I. Call To Order
- II. Roll Call
- III. Chairperson's Opening Remarks
- IV. 30 Minute Citizen Comment Period

### CONSENT AGENDA

1. Consider approval of the minutes of the Regular Meeting on July 14, 2015.
2. PC-15-27\_03 (Endurance) Consider a request by Seefried Properties, on behalf of WUSD Properties, for approval of a Subdivision Improvement Agreement and Final Plat of lot 1 Block A of the Endurance subdivision consisting of 101.335 acres, more or less, out of the Juan Varamendi Survey on McCarty Lane east of IH 35.

### PUBLIC HEARINGS

3. CUP-15-15 (CRAFThouse Urban Kitchen and Tap) Hold a public hearing and consider a request by Willy Jack LLC on behalf of CRAFThouse Urban Kitchen and Tap for a new Conditional Use Permit to allow the sale of mixed beverages for on-premise consumption at 242 N LBJ Dr.

### NON-CONSENT AGENDA

4. Development Services Report:
  1. Zoning for Character Workshops, August 19 & 20

V. Question and Answer Session with Press and Public.

VI. Adjournment

Notice of Assistance at the Public Meetings

I certify that the attached notice and agenda of items to be considered by the Planning and Zoning Commission was removed by me from the City Hall bulletin board on the \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_ Title:  
\_\_\_\_\_



# City of San Marcos

630 East Hopkins  
San Marcos, TX 78666

## Legislation Text

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**File #:** ID#15-436, **Version:** 1

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**AGENDA CAPTION:**

Consider approval of the minutes of the Regular Meeting on July 14, 2015.

**Meeting date:** July 28, 2015

**Department:** Planning and Development Services

**Funds Required:** n/a

**Account Number:** n/a

**Funds Available:** n/a

**Account Name:** n/a

**CITY COUNCIL GOAL:**

**BACKGROUND:**



# City of San Marcos

630 East Hopkins  
San Marcos, TX 78666

DRAFT

## Meeting Minutes

### Planning and Zoning Commission

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Tuesday, July 14, 2015

6:00 PM

City Council Chambers

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630 E. Hopkins

#### I. Call To Order

**With a quorum present the regular meeting of the San Marcos Planning and Zoning Commission was called to order by Chair Wood at 6:00 p.m. on Tuesday, July 14, 2015 in the Council Chambers of the City of San Marcos, City Hall, 630 E. Hopkins, San Marcos Texas 78666.**

#### II. Roll Call

Commissioner Ehlers arrived at 6:01 p.m. and Commissioner Olson arrived at 6:03 p.m.

**Present** 8 - Chairperson Chris Wood, Vice Chair Kenneth Ehlers, Commissioner Angie Ramirez, Commissioner Brian Olson, Commissioner Amy Stanfield, Commissioner Travis Kelsey, Commissioner Shawn Dupont, and Commissioner Saul Gonzales

**Absent** 1 - Commissioner Jim Garber

#### III. Chairperson's Opening Remarks

#### IV. 30 Minute Citizen Comment Period

**There were no citizen comments.**

#### CONSENT AGENDA

1. Consider approval of the minutes of the Regular Meeting on June 23, 2015.

**A motion was made by Commissioner Stanfield, seconded by Commissioner Dupont, that the Consent Agenda be approved. The motion carried by the following vote:**

**For:** 8 - Chairperson Wood, Vice Chair Ehlers, Commissioner Ramirez, Commissioner Olson, Commissioner Stanfield, Commissioner Kelsey, Commissioner Dupont and Commissioner Gonzales

**Against:** 0

**Absent:** 1 - Commissioner Garber

**PUBLIC HEARINGS**

2. CUP-15-17 (Tres Hermanas) Hold a public hearing and consider a request by David Chiu, on behalf of Tres Hermanas, for a renewal of a Conditional Use Permit to allow the continued sale of mixed beverages for on-premise consumption at 2550 Hunter Road, Suite 1106.

Chair Wood opened the public hearing.

Andrea Villalobos, Planning Tech gave an overview of the request.

There were no additional comments and the public hearing was closed.

**A motion was made by Vice Chair Ehlers, seconded by Commissioner Gonzales, that CUP-15-17 (Tres Hermanas) be approved with conditions that the permit shall be valid for one (1) year, provided standards are met, subject to the point system; that the statement "Due to the close proximity of a school campus, please be alert for students and drive carefully. This restaurant will accomodate, as necessary, any individual that needs transportation after consuming alcoholic beverages:, on the restaurant menus; the restaurant shall operate such that gross revenue from alcohol sales will be less than 25% of total gross revenue for the business, with the restaurant submitting annual reports indicating this condition has been met; the primary entrance for the restaurant shall remain at least 200 feet from the primary entrance of the school; alcoholic beverages shall not be served earlier than 11:00 a.m. or later than 10:00 p.m.; and the permit shall be posted in the same area and manner as the Certificate of Occupancy. The motion carried by the following vote:**

**For:** 8 - Chairperson Wood, Vice Chair Ehlers, Commissioner Ramirez, Commissioner Olson, Commissioner Stanfield, Commissioner Kelsey, Commissioner Dupont and Commissioner Gonzales

**Against:** 0

**Absent:** 1 - Commissioner Garber

3. CUP-15-18 (Rooftop on the Square) Hold a public hearing and consider a request by Brandon Cash, on behalf of Rooftop on the Square, for a renewal of an existing Conditional Use Permit to allow for the continued sale of mixed beverages for on-site consumption at 126 S Guadalupe Street.

Chair Wood opened the public hearing

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

John Hohn stated that he and his partner own the building at 110 W. San Antonio Street. They purchased the building in the early 90's and since renovated the building for office space for attorneys. Mr. Hohn stated he was present on behalf of himself and all other adjacent professional businesses along E. San Antonio St. who are

located across and are directly impacted by Rooftop on the Square. Mr. Hohn explained that they have reviewed staff's recommendations and suggested that if the request is approved that the Commission include staff's recommendations.

There were no additional comments and the public hearing was closed.

**A motion was made by Commissioner Ramirez, seconded by Commissioner Olson, that CUP-15-18 (Rooftop on the Square) be approved with conditions that the permit shall be valid for three (3) years, provided standards are met subject to the point system; all requirements of Section 4.3.4.2 for Conditional Use Permits must be met; no live music and no speakers are permitted in the outdoor patio areas; and all exterior doors must be maintained in an automatically assisted closed position. The motion carried by the following vote:**

**For:** 8 - Chairperson Wood, Vice Chair Ehlers, Commissioner Ramirez, Commissioner Olson, Commissioner Stanfield, Commissioner Kelsey, Commissioner Dupont and Commissioner Gonzales

**Against:** 0

**Absent:** 1 - Commissioner Garber

4. ZC-15-05 (1251 Sadler Drive) Hold a public hearing and consider a request by Robert W. McDonald for a zoning change from "PDD" Planned Development District to "OP" Office Professional District for Lot 5-A, McKinley Place Subdivision, Section 3 and MF-24, Multiple Family Residential District for Lot 5-B, McKinley Place Subdivision, Section 3, generally located on the east side of Sadler Drive, southwest of Wonder World Drive.

Chair Wood opened the public hearing.

Brandon Melland, Senior Planner gave an overview of the request.

There were no additional comment and the public hearing was closed.

**A motion was made by Commissioner Olson, seconded by Commissioner Gonzales, that ZC-15-05 (1251 Sadler Drive) be approved. The motion carried by the following vote:**

**For:** 7 - Chairperson Wood, Commissioner Ramirez, Commissioner Olson, Commissioner Stanfield, Commissioner Kelsey, Commissioner Dupont and Commissioner Gonzales

**Against:** 1 - Vice Chair Ehlers

**Absent:** 1 - Commissioner Garber

## **NON-CONSENT AGENDA**

V. Question and Answer Session with Press and Public.

There were no questions from the press and public.

VI. Adjournment

**A motion was made by Commissioner Kelsey, seconded by Commissioner Ehlers, that the meeting be adjourned at 6:20 p.m. The motion carried unanimously.**

<b>Chris Wood, Chair</b>	<b>Kenneth Ehlers, Vice Chair</b>
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<b>Travis Kelsey, Commissioner</b>	<b>Angie Ramirez, Commissioner</b>
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<b>Amy Stanfield, Commissioner</b>	<b>Brian Olson, Commissioner</b>
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<b>Shawn Dupont, Commissioner</b>	<b>Saul Gonzales, Commissioner</b>
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**ATTEST:**

**Francis Serna, Recording Secretary**

Notice of Assistance at the Public Meetings

I certify that the attached notice and agenda of items to be considered by the Planning and Zoning Commission was removed by me from the City Hall bulletin board on the \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Title:





## Legislation Text

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**File #:** PC-15-27\_03, **Version:** 1

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**AGENDA CAPTION:**

PC-15-27\_03 (Endurance) Consider a request by Seefried Properties, on behalf of WUSD Properties, for approval of a Subdivision Improvement Agreement and Final Plat of lot 1 Block A of the Endurance subdivision consisting of 101.335 acres, more or less, out of the Juan Varamendi Survey on McCarty Lane east of IH 35.

**Meeting date:** July 28, 2015

**Department:** Planning & Development Services

**Funds Required:** N/A

**Account Number:** N/A

**Funds Available:** N/A

**Account Name:** N/A

**CITY COUNCIL GOAL:**

Community Wellness/ Strengthen the Middle Class

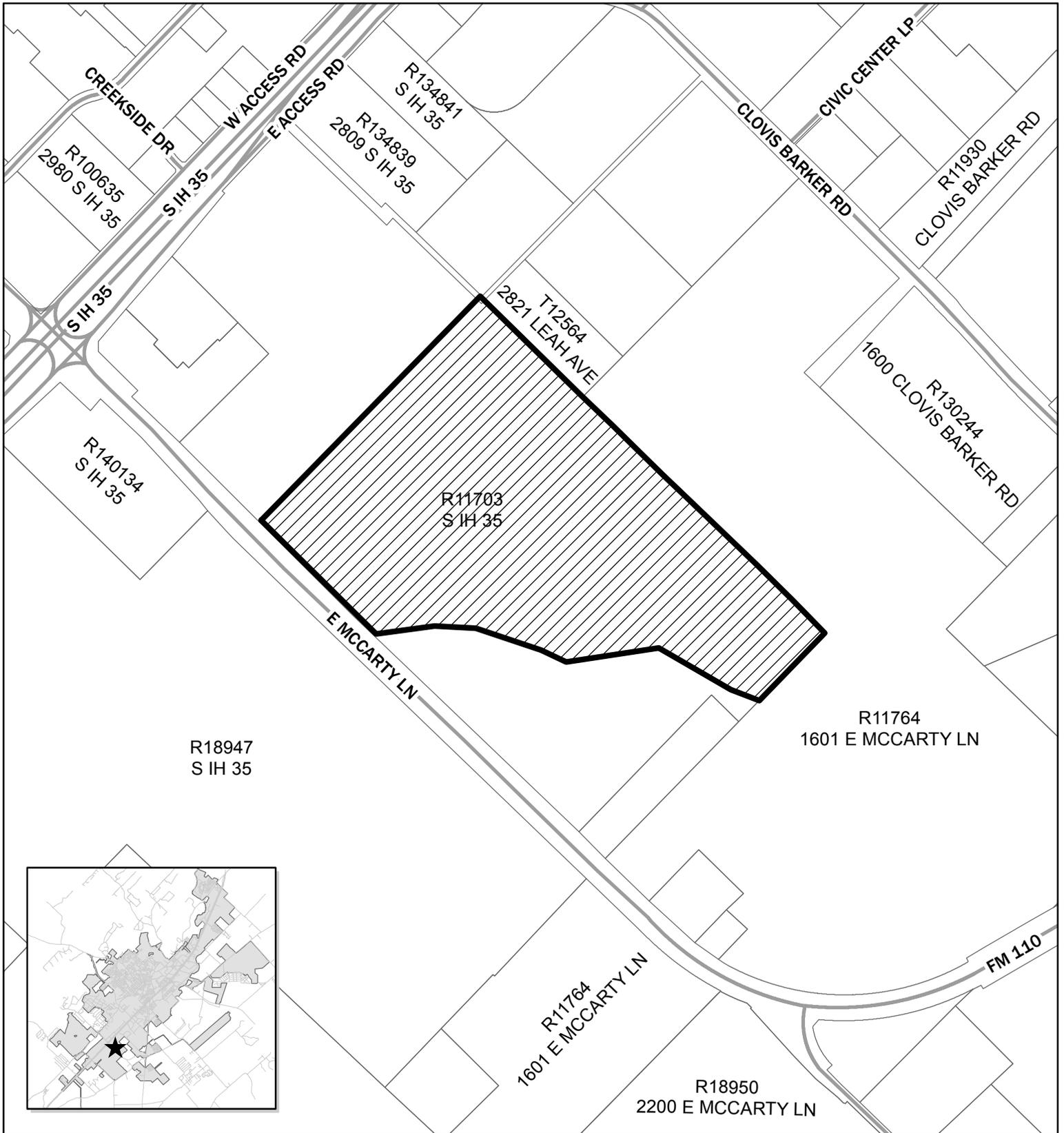
**COMPREHENSIVE PLAN ELEMENT(s):**

Economic Development: Goals 4 & 5.

**BACKGROUND:**

The subject property is located at the 1300 block of McCarty Lane east of IH 35. A Public Improvements Construction Plan to extend Leah Avenue and the required water and wastewater lines has been approved by the Director of Engineering. According to the Traffic Impact Analysis, development of the site warrants the construction of three signalized intersections near the site. Since the applicant intends to record the plat prior to constructing the public improvements, a Subdivision Improvement Agreement will be executed to achieve the required improvements.

Staff has reviewed the request and determined that the plat meets the requirements of Section 1.6.5.5 of the Land Development Code and recommends **approval**.

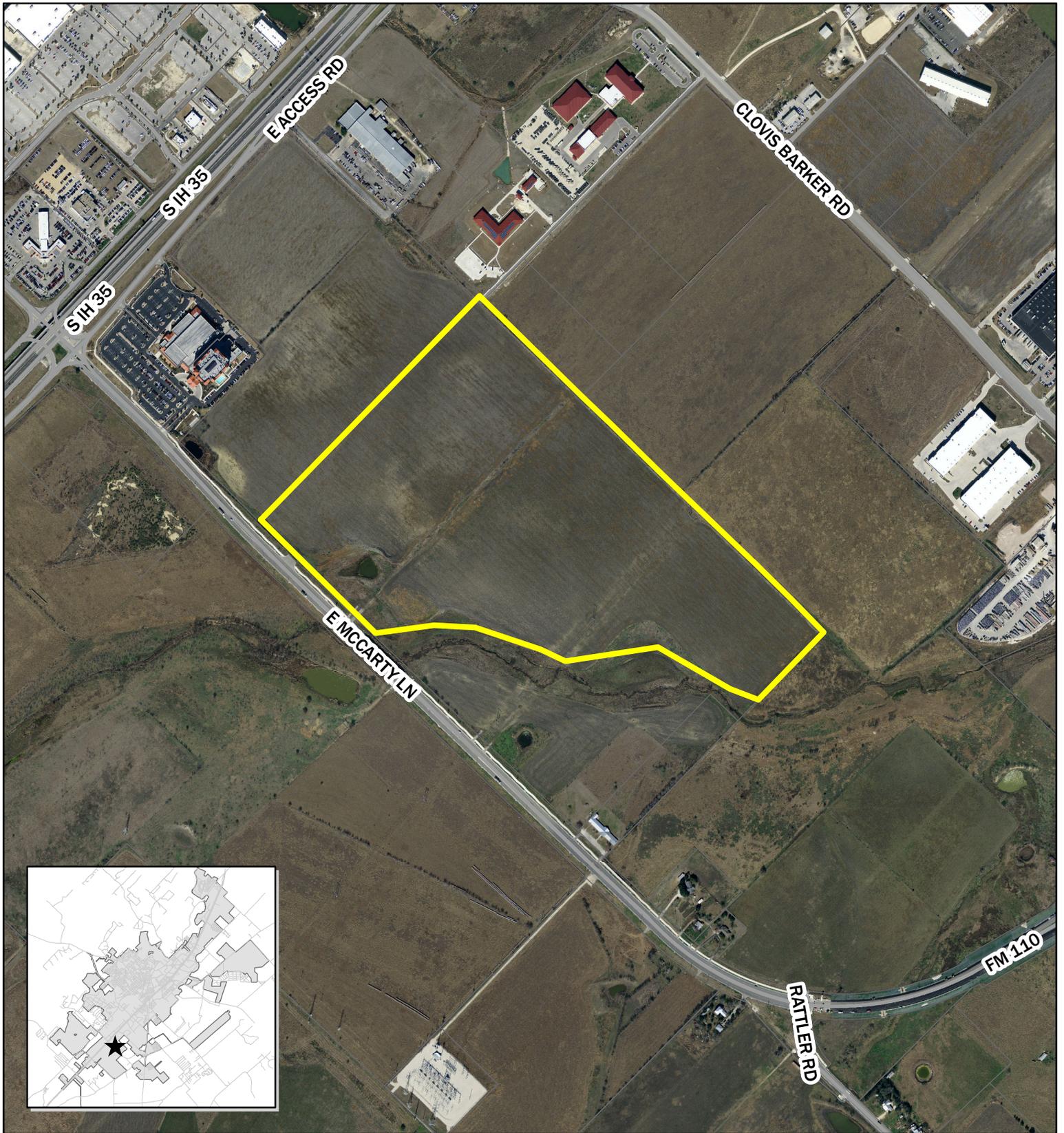


**PC-15-27\_03**  
**Endurance**  
**Final Plat**  
**Map Date: 7/15/2015**

 Site Location



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.



**PC-15-27\_03**

**Endurance Final Plat  
Map Date: 7/20/2015**



Site Location

0 500 1,000 2,000 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.

# PC-15-27\_03 Final Plat Endurance



## Applicant Information:

**Applicant:** Jones & Carter Inc.  
1000 Central Parkway North, #100  
San Antonio, TX 78232

**Property Owner:** WUSD Properties  
PO Box 1300  
Wimberley, TX 78676

## Subject Property:

**Summary:** The subject property is approximately 101.199 acres out of the J.M. Veramendi Survey No. 17, at the 1300 block of McCarty Lane.

**Zoning:** HI, Heavy Industrial.

**Traffic/ Transportation:** Leah Avenue will be dedicated and constructed. The owner is dedicating a 30 foot right-of-way along the northeast property line, and 160 feet along the existing LCRA easement will be reserved as right-of-way for a future arterial.

The Traffic Impact Analysis indicates development of this site will require the following intersections to be signalized.

- McCarty Lane @ IH 35
- McCarty Lane @ Leah Avenue
- McCarty Lane @ Driveway to Site

## **Utility Capacity:**

Water and wastewater will be extended through the Leah Avenue extension.

## Planning Department Analysis:

The subject property is located on McCarty Lane east of IH 35. A Public Improvements Construction Plan to extend Leah Avenue and the required water and wastewater lines has been approved by the Director of Engineering. According to the Traffic Impact Analysis, development of the site warrants the construction of three signalized intersections near the site. Since the applicant intends to record the plat prior to the construction of the public improvements, a Subdivision Improvement Agreement will be executed.

Staff has reviewed the request and determined that the plat meets the requirements of Section 1.6.5.5 of the Land Development Code and recommends **approval**.

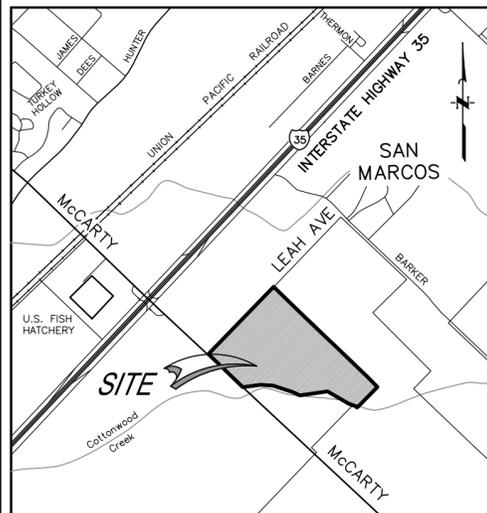
Planning Department Recommendation	
<input checked="" type="checkbox"/>	Approve as submitted
<input type="checkbox"/>	Approve with conditions or revisions as noted
<input type="checkbox"/>	Alternative - Postpone
<input type="checkbox"/>	Denial

**The Commission's Responsibility:**

The Commission is charged with making the final decision regarding this proposed Subdivision Preliminary Plat. The City charter delegates all subdivision platting authority to the Planning and Zoning Commission. The Commission's decision on platting matters is final and may not be appealed to the City Council. Your options are to approve, disapprove if the plat does not meet the criteria for approval section of the Land Development Code, or to statutorily deny (an action that keeps the applicant "in process") the plat.

**Prepared by:**

Tory Carpenter	Planner	July 17, 2015
<b>Name</b>	<b>Title</b>	<b>Date</b>



**LOCATION MAP**

NOT-TO-SCALE

**OWNER'S CERTIFICATE OF APPROVAL**

STATE OF TEXAS  
COUNTY OF HAYS

WE, WUSD PROPERTIES, A GENERAL PARTNERSHIP, ACTING BY AND THROUGH DOUGLAS J. BARCLAY, MANAGING PARTNER, OWNERS OF 188.53 ACRES OF LAND OUT OF THE J. VERAMENDI SURVEY, ABSTRACT NO. 17, AS DESCRIBED IN INSTRUMENT RECORDED IN VOLUME 3410, PAGE 527, OFFICIAL DEED RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 102.164 ACRES OF LAND TO BE KNOWN AS ENDURANCE SUBDIVISION AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER ALL STREETS, RIGHTS OF WAY, DRAINS, AND OTHER EASEMENTS, UNLESS OTHERWISE INDICATED.

OWNER/DEVELOPER: WUSD PROPERTIES, A GENERAL PARTNERSHIP

BY: \_\_\_\_\_  
DOUGLAS J. BARCLAY, MANAGING PARTNER  
P.O. BOX 1300, WIMBERLEY, TEXAS 78676

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED

\_\_\_\_\_ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

NOTARY PUBLIC, \_\_\_\_\_ COUNTY, STATE

PRINTED NAME: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

**ENGINEER'S CERTIFICATE**

STATE OF TEXAS  
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT AND TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE CITY OF SAN MARCOS CITY CODE.

\_\_\_\_\_  
LICENSED PROFESSIONAL ENGINEER

**SURVEYOR'S CERTIFICATE**

STATE OF TEXAS  
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY JONES AND CARTER, INC.

\_\_\_\_\_  
REGISTERED PROFESSIONAL LAND SURVEYOR

**GENERAL NOTES:**

- THIS SUBDIVISION IS LOCATED WITHIN THE CITY LIMITS OF SAN MARCOS.
- THIS SUBDIVISION IS NOT LOCATED WITHIN THE EDWARD'S AQUIFER RECHARGE ZONE.
- THIS SUBDIVISION IS NOT LOCATED WITHIN THE EDWARD'S AQUIFER CONTRIBUTING ZONE.
- THIS SUBDIVISION IS NOT LOCATED WITHIN THE CITY OF SAN MARCOS RIVER CORRIDOR.
- ALL SUBDIVISION LOT CORNERS ARE MONUMENTED ON THE GROUND WITH 1/2-INCH DIAMETER IRON RODS WITH PLASTIC CAP LABELED "JONES & CARTER" (UNLESS OTHERWISE NOTED).
- THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE PLANE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (NAD'83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS) WITH NGS OPUS POST PROCESSING. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. TO CONVERT GRID DISTANCES TO SURFACE DISTANCES, APPLY THE COMBINED GRID TO SURFACE SCALE FACTOR OF 1.00012482.
- ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD'88).
- THE CITY OF SAN MARCOS WILL PROVIDE WATER, SANITARY SEWER AND ELECTRIC SERVICE TO THIS SUBDIVISION.
- CENTERPOINT ENERGY WILL PROVIDE NATURAL GAS SERVICE TO THIS SUBDIVISION.
- CONCRETE SIDEWALKS WILL BE REQUIRED ALONG THE SOUTHEAST AND NORTHWEST RIGHT OF WAY LINES OF THE PROPOSED LEAH AVENUE EXTENSION.
- THE GRAPHIC LOCATION OF THIS SUBDIVISION SUPERIMPOSED UPON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48209C0479F, EFFECTIVE DATE SEPTEMBER 2, 2005, INDICATES THAT A PORTION OF THE SUBDIVISION IS LOCATED WITHIN ZONE "AE" WHICH IS DEFINED BY FEMA AS "100-YEAR FLOOD HAZARD AREA WITH BASE FLOOD ELEVATIONS DETERMINED". NO HABITABLE STRUCTURES ARE TO BE CONSTRUCTED WITHIN THE 100-YEAR FLOOD HAZARD AREA.
- THE RESERVE FOR THE "160' WIDE FUTURE ROADWAY AS SHOWN ON THE SAN MARCOS THOROUGHFARE PLAN" WILL BE DEDICATED "AT NO COST" TO THE CITY OF SAN MARCOS BY SEPARATE INSTRUMENT BY THE OWNER OF LOT 1, BLOCK A AT THE TIME IN THE FUTURE THAT THE CITY OF SAN MARCOS IS PREPARED TO BEGIN CONSTRUCTION OF SAID ROADWAY. CONSTRUCTION OF BUILDINGS WITHIN THIS "RESERVE" IS PROHIBITED.
- THE OWNER OF LOT 1, BLOCK A SHALL BE ENTITLED TO A MINIMUM OF TWO(2) DRIVEWAY ACCESS POINTS WITH A MAXIMUM THROAT WIDTH OF 40 FEET FROM BOTH THE EAST AND WEST SIDE OF THE "160' WIDE FUTURE ROADWAY AS SHOWN ON THE SAN MARCOS THOROUGHFARE PLAN" FOR A TOTAL OF FOUR(4) ACCESS POINTS TO THE "FUTURE" ROADWAY.

**SUBDIVISION PLAT ESTABLISHING  
ENDURANCE SUBDIVISION**

ESTABLISHING LOT 1, BLOCK A; THE 80' WIDE LEAH AVE. EXTENSION; AND A 30' WIDE R.O.W. STRIP; BEING 102.164 ACRES OF LAND SITUATED IN THE J. VERAMENDI SURVEY, ABSTRACT NO.17, CITY OF SAN MARCOS, HAYS COUNTY, TEXAS; BEING OUT OF THAT CERTAIN 188.53 ACRE TRACT DESCRIBED IN INSTRUMENT TO WUSD PROPERTIES RECORDED IN VOLUME 3410, PAGE 527 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS



DATE OF PRINT: 7/20/2015

**SAN MARCOS CERTIFICATE**

CITY OF SAN MARCOS  
CERTIFICATE OF APPROVAL

APPROVED AND AUTHORIZED TO BE RECORDED ON \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SAN MARCOS, TEXAS.

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RECORDING SECRETARY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DIRECTOR OF PLANNING &  
DEVELOPMENT SERVICES

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CIP & ENGINEERING DEPARTMENT

\_\_\_\_\_  
DATE

**COUNTY CLERK CERTIFICATE**

STATE OF TEXAS  
COUNTY OF HAYS

I, \_\_\_\_\_, COUNTY CLERK OF HAYS COUNTY, TEXAS, CERTIFY THAT THIS PLAT

WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT

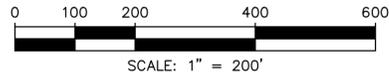
\_\_\_\_ O'CLOCK \_\_\_\_ M. AND RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT

\_\_\_\_ O'CLOCK \_\_\_\_ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS VOLUME \_\_\_\_\_

PAGES \_\_\_\_\_

WITNESS MY HAND OFFICIAL SEAL, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
COUNTY CLERK, HAYS COUNTY, TEXAS



ABBREVIATIONS	
HCPR	HAYS COUNTY PLAT RECORDS
HCOPR	HAYS COUNTY OFFICIAL PUBLIC RECORDS
HCDR	HAYS COUNTY DEED RECORDS
BSL	BUILDING SETBACK LINE
ESMT	EASEMENT
ROW	RIGHT-OF-WAY
VOL.	VOLUME
PG.	PAGE
PUE	PUBLIC UTILITY EASEMENT

ACREAGES TABLE		
ENTITY	BLOCK	ACREAGE
LOT 1	A	95.650
LEAH EXTENSION	A	3.659
VARIABLE ROW	A	2.215
14' DRAINAGE ESMT	A	0.014
VAR. DRAINAGE ESMT	A	0.445
25' PUE	A	0.181
<b>TOTAL ACREAGE</b>		<b>102.164</b>

LINE	BEARING	DISTANCE
L1	S 89°26'50" W	36.34'
L2	N 00°33'10" W	14.00'
L3	N 89°26'50" E	50.34'
L4	N 45°27'56" W	25.00'
L5	N 44°26'50" E	20.00'
L6	S 45°27'56" E	5.00'
L7	S 45°55'34" E	247.70'
L8	S 55°01'04" E	74.31'
L9	N 80°07'22" W	36.57'

L10	S 49°22'34" W	16.26'
L11	N 45°55'34" W	308.87'
L12	N 44°26'50" E	544.92'
L13	N 89°15'32" E	35.47'
L14	S 00°44'30" E	35.24'
L18	N 44°26'50" E	375.00'
L19	S 45°33'10" E	20.00'
L20	N 81°43'57" E	45.47'
L21	N 72°44'58" E	46.77'
L22	S 86°56'08" E	70.32'
L23	S 80°30'44" E	135.24'
L24	N 87°03'17" E	37.02'
L25	S 86°48'22" E	67.66'
L26	S 79°10'53" E	39.59'
L27	N 89°23'38" E	48.39'
L28	N 81°38'49" E	58.67'
L29	N 75°38'14" E	98.56'
L30	N 84°31'49" E	40.82'
L31	S 66°02'08" E	56.04'
L32	S 58°19'36" E	102.73'
L33	S 64°36'06" E	116.92'

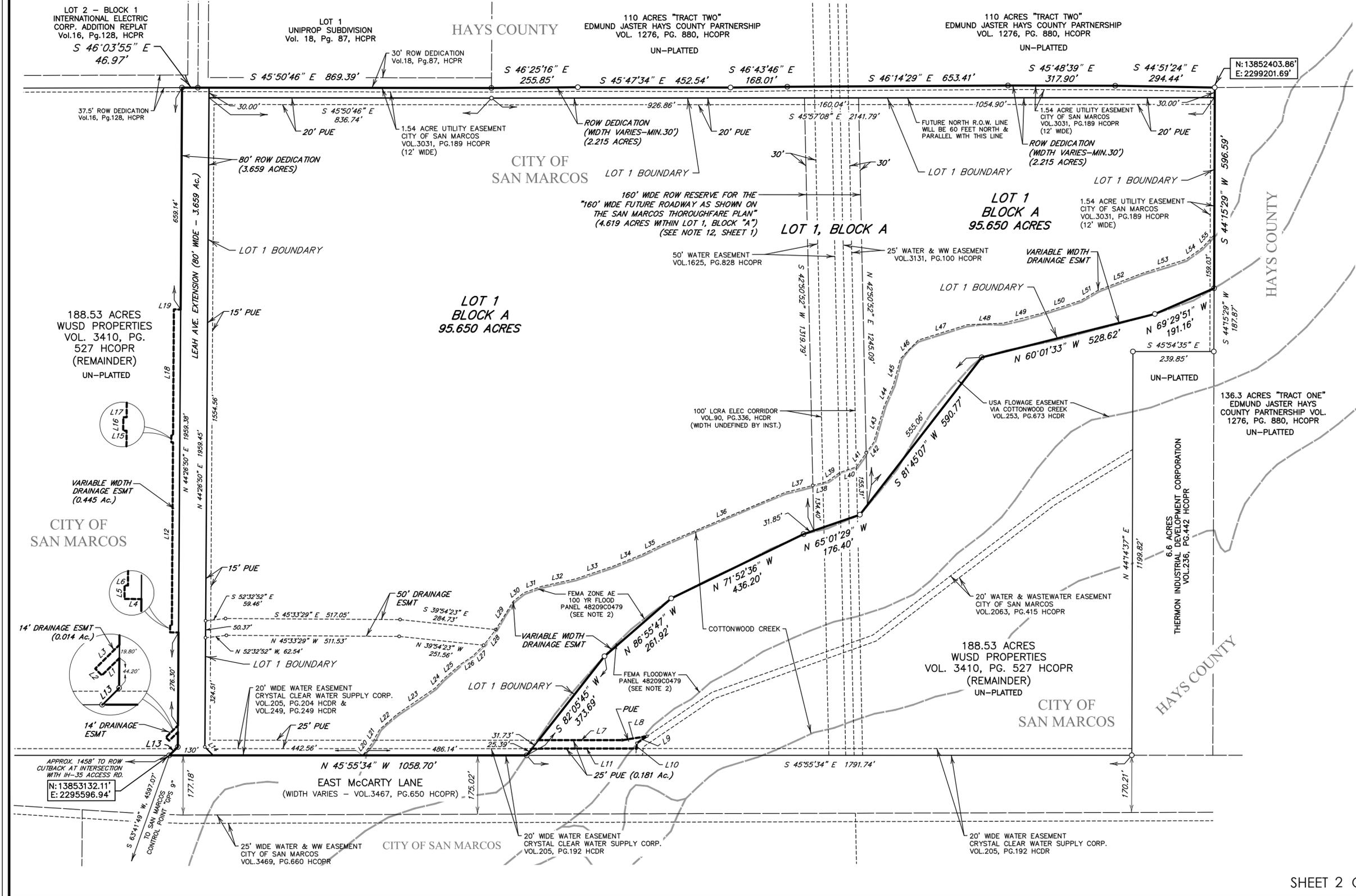
L34	S 68°01'34" E	93.89'
L35	S 72°03'22" E	66.39'
L36	S 68°59'40" E	394.89'
L37	S 60°11'40" E	84.59'
L38	S 60°58'18" E	42.98'
L39	S 81°29'19" E	46.49'
L40	S 64°46'50" E	51.93'
L41	N 79°29'20" E	50.91'
L42	N 79°15'34" E	38.06'
L43	N 60°15'36" E	112.71'
L44	N 67°45'17" E	66.78'
L45	N 59°01'40" E	82.49'
L46	N 87°49'09" E	76.20'
L47	S 63°25'46" E	152.25'
L48	S 48°15'55" E	106.00'
L49	S 60°25'31" E	118.28'
L50	S 64°00'18" E	121.47'
L51	S 76°36'07" E	60.52'
L52	S 66°56'58" E	144.10'
L53	S 63°25'30" E	131.18'
L54	S 81°51'29" E	58.33'
L55	N 87°11'33" E	53.90'

# SUBDIVISION PLAT ESTABLISHING ENDURANCE SUBDIVISION

ESTABLISHING LOT 1, BLOCK A; THE 80' WIDE LEAH AVE. EXTENSION; AND A 30' WIDE R.O.W. STRIP; BEING 102.164 ACRES OF LAND SITUATED IN THE J. VERAMENDI SURVEY, ABSTRACT NO.17, CITY OF SAN MARCOS, HAYS COUNTY, TEXAS; BEING OUT OF THAT CERTAIN 188.53 ACRE TRACT DESCRIBED IN INSTRUMENT TO WUSD PROPERTIES RECORDED IN VOLUME 3410, PAGE 527 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS

**JONES CARTER**  
 Texas Board of Professional Engineers Registration No. F-439  
 Texas Board of Professional Land Surveying Registration No. 10046105  
 1000 Central Parkway North, Suite 100 • San Antonio, Texas 78232 • 210.494.5511

DATE OF PRINT: 7/20/2015



APPROX. 1458' TO ROW  
 CUTBACK AT INTERSECTION  
 WITH IH-35 ACCESS RD.  
 N: 13853132.11'  
 E: 2295596.94'

Civil Job No. S0797-0003-02

**City of San Marcos  
Subdivision Improvement Agreement**

Subdivision Name: Endurance  
Developer Name: RELP IND SANMARCOS, LLC, a Delaware limited liability  
company  
Developer Address: 9830 Colonnade Blvd., Suite 600  
San Antonio, Texas 78230  
Attn: Lange Allen  
Planning Dept. Case No.:

**Recitals:**

**A.** The Developer(s) owns the land included in the proposed final plat of the Subdivision, and more particularly described on the attached **Exhibit A** (the “Property”).

**B.** The Developer(s) desires to develop the Property, and City ordinances and State laws require the Developer to complete on-site and off-site public improvements described on **Exhibit B**, attached hereto and incorporated herein (the “Public Improvements”) associated with the Subdivision.

**C.** This Agreement is authorized by Section 1.6.6.3 of the City Land Development Code (the “LDC”), and is executed to memorialize the Developer’s responsibilities regarding the Public Improvements.

**Agreement:**

**In consideration of the mutual covenants set forth in this Agreement, the City and the Developer agree as follows:**

**1. Recitals Incorporated.** The Recitals are incorporated in this Agreement for all purposes.  
**2. Parties.** The parties to this Agreement are the Developer(s) and the City of San Marcos.  
**3. Effective Date.** This Agreement is effective on the date the Developer(s) signs it (the “Effective Date”).

**4. Construction of Improvements.** The Developer(s) agrees to construct and install, at the Developer’s(s)’ expense, all of the Public Improvements in compliance with applicable City ordinances, standards, and regulations, and in accordance with the construction plans and specifications described on **Exhibit C**, attached hereto and incorporated herein, which are approved by the City.

**5. Security for Completion of Improvements.** The Developer(s) agrees to provide and continuously maintain security (the “Initial Security”) for the completion of the Public Improvements in accordance with Section 1.6.6.4 of the LDC. The Security must be in the amount of 125% of the cost estimate for the Public Improvements approved by the City Director of Engineering. The City shall release the Initial Security promptly upon completion of the Public Improvements, as certified by the City Director of Engineering.

**6. Warranty and Maintenance Bond.** The Developer(s) agrees to correct all defects in materials or workmanship in the Public Improvements for a period of one year after acceptance by the City. The Developer agrees to provide a maintenance bond in favor of the City in the amount of 20% of the cost of the Public Improvements (“Maintenance Security” and together with the Initial Security, the “Security”) for a period of one year after acceptance by the City (“Maintenance Expiration Date”). The City shall release the Maintenance Security promptly after the Maintenance Expiration Date.

**7. Lien Search Certificate.** The Developer(s) agrees to provide, at the time this Agreement is executed, a Lien Search Certificate prepared and signed by a title company acceptable to the City Attorney. The Lien Search Certificate must identify the property, must name all owners of the Property, must name all lienholders having liens against the Property, and must be dated no more than 10 days prior to the Effective Date. The Lien Search Certificate must be accompanied by a Consent of

Lienholder signed by an authorized representative of each lienholder identified in the Lien Search Certificate. This Agreement will not be accepted without the Lien Search Certificate and the executed Consent of Lienholder, if applicable.

**8. Acquisition of Property Interests.** The Developer(s) agrees to acquire at its expense all rights-of-way, easements and other real property interests needed for the construction of the Public Improvements, including all off-site improvements, in a manner suitable for dedication of the real property interests to the City. The form of all documents under which real property interests are acquired is subject to approval by the City Attorney. The Developer(s) agrees to record each such document in the official public records of the county in which the Property is located, and to provide a copy of each such recorded document to the City Attorney.

**9. Recording of Plat.** Upon completion of all of the following, the City agrees to record the final plat of the Subdivision in the official public records of the county in which the Property is located:

- A. Approval of this Agreement by the City Planning and Zoning Commission.
- B. Approval of the final plat of the Subdivision by the City Planning and Zoning Commission.
- C. Submission to City of Lien Search Certificate, and executed Consent of Lienholder for each lienholder on the Property.
- D. Approval of the Initial Security by the City Attorney.
- E. Approval by the City Attorney of all conveyance documents for rights-of-way, easements and other real property interests needed for the construction of the Public Improvements.

**10. Conditions of Draw on Security.** The City Director of Engineering may draw upon any Security upon the occurrence of one or more of the following events (each, an "Event of Default"):

- A. The Developer(s) commenced construction but did not properly construct or complete one or more of the Public Improvements and failed to remedy the construction deficiency within sixty (60) days after written notice thereof from the City; provided, however, so long as Developer commences to cure such deficiency within the 60-day period and diligently pursues remedy of the same, Developer shall not be in default hereunder if such deficiency is not cured within the 60-day period.
- B. The Developer(s) did not renew or replace the Initial Security at least 45 days prior to its expiration date; or
- C. The issuer of the Security, or any third party, has acquired all or any portion of the Property through foreclosure or an assignment or conveyance in lieu of foreclosure.

**11. Drawing on the Security; Use of Draws.** The City Director of Engineering may draw upon the Security by submitting a draft to the issuer that complies with the terms governing the draft. The draw may be in any amount up to the full amount of the Security. The City agrees to restrict its use of funds from draws to purposes associated with the construction, maintenance or repair of the Public Improvements. The parties agree that by making a draw, the City does not waive its rights to enforce any obligation of the Developer(s) under this Agreement, and the City is not accepting the Public Improvements for ownership and maintenance prior to final completion.

**12. Right of Entry.** The Developer(s) grants to the City and its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property to inspect the construction of the Public Improvements, and to construct, inspect, maintain, and repair any Public Improvements made on the Property by the City.

**13. Remedies.** The remedies available to the City in the event of noncompliance by the Developer with this Agreement are cumulative in nature. These remedies include, but are not limited to, the following:

- A. Refusal to approve or record any plat associated with the Subdivision.
- B. Refusal to provide or allow utility services to all or any part of the Property.

- C. Refusal to accept all or a portion of the Public Improvements for public ownership or maintenance.
- D. Draws against the Security for construction of the Public Improvements.
- E. Injunction against further sale of tracts of land within the Subdivision.

**14. No Third Party Rights.** No person or entity who or which is not a party to this Agreement has any right of action under this Agreement. Nor does any such person or entity, other than the City (including without limitation a trustee in bankruptcy) have any interest in or claim to any funds drawn by the City on the Security in accordance with this Agreement.

**15. Indemnification. The Developer(s) covenants to indemnify, save, and hold harmless the City and its their respective officers, employees, and agents from, and against, all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments recovered from or asserted on account of injury or damage to persons or property loss or damage arising in connection with construction performed by or on behalf of the Developer on the Property except to the extent caused by the willful misconduct or negligence of the City, its employees or agents.**

**16. Miscellaneous. A.** The Developer(s) may assign its rights and obligations under this Agreement to a purchaser of all or part of the Property, if the Developer(s) delivers written notice of the assignment to the City accompanied by an assignment agreement under which the assignee accepts all of the Developer's(s') obligations under this Agreement and submits new Security for the Public Improvements in a form acceptable to the City Attorney. Any other assignment by a Party of rights or obligations under this Agreement will require the written approval of the other Party.

**B.** This Agreement, including Exhibits, appendices and referenced attachments, constitutes the entire agreement between the City and the Developer(s) on this subject and supersedes all other proposals, presentations, representations, and communications, whether oral or written, between the parties. This Agreement may be amended only by a written document that is duly approved and executed by all parties.

**C.** In the event any section, subsection, paragraph, sentence, phrase or word is held invalid for any reason, the balance of this Agreement will remain in effect and will be read as if the parties intended at all times not to include the invalid section, subsection, paragraph, sentence, phrase or word.

**D.** This agreement shall be governed by the laws of the State of Texas. Exclusive venue for any legal dispute arising under this agreement shall be in Hays County, Texas. 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.

**E.** Notices required by this Agreement will be provided by the parties to one another by certified mail, return receipt requested, or by confirmed facsimile transmission, to the following addresses:

To the City:  
 City Manager  
 City of San Marcos  
 630 E. Hopkins  
 San Marcos, TX 78666  
 Fax: 512/396-4656

To the Developer(s):  
 RELP IND SANMARCOS, LLC  
 9830 Colonnade Blvd., Suite 600  
 San Antonio, Texas 78230  
 Attn: Lange Allen  
 Email in lieu  
 of Fax: lange.allen@usrealco.com

If a party changes its address or facsimile number for notice purposes, it will provide written notice of the new address to the other party within 10 days of the change.

**F.** In the event that the performance by either party of any of its obligations under this 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.

**G.** This Agreement constitutes a covenant running with the title to the Property, and the provisions of this Agreement are binding on the Developer and on all successors and assigns of the Developer.

**H.** This Agreement may be executed simultaneously in any number of counterparts, each of which must be an original and must constitute one and the same Agreement.

**I.** Within twenty (20) calendar days after a request by Developer, the City agrees to deliver to Developer and to any potential mortgagee or purchaser of Developer's interest in the Property an estoppel certificate, in form and substance reasonably satisfactory to Developer, certifying that this Agreement is unmodified and in full force and effect (or, if there have been modifications, whether same is in full force and effect as modified, and stating the modifications), that, to the City's reasonable knowledge and belief, there are no defaults by the City or, to the reasonable knowledge and belief of the City, on the part of Developer (or, if such defaults exist, stating their nature) and such other matters as Developer may reasonably request.

**Executed** by the parties to be Effective on \_\_\_\_\_, 2015.

[signatures on following page]

City of San Marcos, Texas

By: \_\_\_\_\_  
Jared Miller City Manager

This instrument was acknowledged before me on \_\_\_\_\_, 201\_\_ by Jared Miller, known personally by me to be the City Manager of the City of San Marcos, on behalf of the City of San Marcos.

Notary seal: \_\_\_\_\_  
Notary Public, State of Texas

Developer One:  
RELP IND SANMARCOS, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name, title

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_, known personally by me to be the \_\_\_\_\_ of \_\_\_\_\_.

Notary Seal: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**EXHIBIT A:  
METES AND BOUNDS DESCRIPTION OF PROPERTY**



1000 Central Parkway North, Suite 100  
San Antonio, Texas 78232-5050  
Tel: 210.494.5511  
Fax: 210.494.5519  
[www.jonescarter.com](http://www.jonescarter.com)

METES AND BOUNDS  
DESCRIPTION OF A  
95.650 ACRE TRACT OF LAND

A Metes and Bounds description of a 95.650 acre tract of land situated in the J. Veramendi Survey, Abstract No.17, City of San Marcos, Hays County, Texas: being out of that certain 188.53 acre tract described in instrument to WUSD Properties recorded in Volume 3410, Page 527 of the Hays County Official Public Records; being all of Lot 1, Block A of proposed Endurance Subdivision, and being more particularly described as follows:

COMMENCING at a 2-inch iron pipe found situated in the apparent southeast boundary of said J. Veramendi Survey and northwesterly boundary of the C. Wickson Survey, Abstract No.474; marking the eastern-most corner of said 188.53 acre tract; marking the northern-most corner of that certain 136.3 acre "Tract One" described in instrument to the Edmund Jaster Hays County Partnership recorded in Volume 1276, Page 880 of the Hays County Official Public Records; located in the southwesterly boundary of that certain 110 acre "Tract Two" described in said instrument to the Edmund Jaster Hays County Partnership; said point marking the eastern-most corner of said proposed Endurance Subdivision; and having Texas State Plane Grid Coordinates: North 13,852,403.86 feet; East 2,299,201.69 feet;

THENCE, South 44°15'29" West, 30.00 feet along the common boundary of said 188.53 acre parent tract and said 136.3 acre "Tract One" to a 1/2-inch iron rod (with cap stamped "JONES & CARTER") set marking the eastern-most corner of said Lot 1, Block A of Endurance Subdivision and POINT OF BEGINNING of the herein described tract of land;

THENCE, South 44°15'29" West, 566.59 feet along the common boundary of said 188.53 acre parent tract and said 136.3 acre "Tract One" to a 1/2-inch iron rod (with cap stamped "JONES & CARTER") set for corner; said point bears South 44°15'29" West, 187.87 feet to a 1/2-inch iron rod (with cap stamped "BYRN") found marking the eastern-most corner of that certain 6.6 acre tract described in instrument to Thermon Industrial Development Corporation recorded in Volume 236, Page 442 of the Hays County Official Public Records;

THENCE, generally paralleling Cottonwood Creek, the following seven(7) courses and distances:

1. North 69°29'51" West, 191.16 feet to a 1/2-inch iron rod (with cap stamped "JONES & CARTER") set at an angle point;
2. North 60°01'33" West, 528.62 feet to a 1/2-inch iron rod (with cap stamped "JONES & CARTER") set at an angle point;
3. South 81°45'07" West, 590.77 feet to a 1/2-inch iron rod (with cap stamped "JONES & CARTER") set at an angle point;
4. North 65°01'29" West, 176.40 feet to a 1/2-inch iron rod (with cap stamped "JONES & CARTER") set at an angle point;
5. North 71°52'36" West, 436.20 feet to a 1/2-inch iron rod (with cap stamped "JONES & CARTER") set at an angle point;
6. North 86°55'47" West, 261.92 feet to a 1/2-inch iron rod (with cap stamped "JONES & CARTER") set at an angle point;
7. South 82°05'45" West, 373.69 feet to a 1/2-inch iron rod (with cap stamped "JONES & CARTER") set for corner in the northeasterly right-of-way line of McCarty Lane (width varies – Volume 3467, Page 650, Hays County Official Public Records); said point bears South 45°55'34" East, 1791.74 feet to a 1/2-inch iron rod (with cap stamped "BYRN") found marking the western-most corner of said 6.6 acre tract;

Endurance Subdivision – Lot 1, Block A – 95.650 acres  
Job No. S0797-0002-00 – July 20, 2015 - Page 1 of 2



1000 Central Parkway North, Suite 100  
 San Antonio, Texas 78232-5050  
 Tel: 210.494.5511  
 Fax: 210.494.5519  
 www.jonescarter.com

THENCE, North 45°55'34" West, 928.70 feet along said northeasterly right-of-way line of McCarty Lane to a 1/2-inch iron rod (with cap stamped "JONES & CARTER") set for corner;

THENCE, along the southeasterly right-of-way line of Leah Avenue (80 feet wide) the following two(2) courses and distances:

1. North 00°44'30" West, 35.24 feet to a 1/2-inch iron rod (with cap stamped "JONES & CARTER") set at an angle point;
2. North 44°26'50" East, 1929.45 feet to a 1/2-inch iron rod (with cap stamped "JONES & CARTER") set for corner;

THENCE, along the southwesterly right-of-way line of an unnamed future roadway (with varies – minimum 30 feet) the following two(2) courses and distances:

1. South 45°50'46" East, 836.74 feet to a 1/2-inch iron rod (with cap stamped "JONES & CARTER") set at an angle point;
2. South 45°57'08" East, 2141.79 feet to the POINT OF BEGINNING, containing 95.650 acres of land in Hays County, Texas as shown on drawing filed under Job No. S0797-0002-00 in the office of Jones and Carter, Inc., San Antonio, Texas.

**Note:** All bearings and distances referenced herein are Texas State Plane Coordinate System grid, South Central Zone (NAD'83) as established by Global Positioning System (GPS). The grid to surface scale factor is: 1.00012482

JONES & CARTER, INC.  
 Texas Board of Professional Land Surveyors Registration No.100461-05



*Michael A. Romans*

Michael A. Romans  
 Registered Professional Land Surveyor #4657

Signature Date: July 20, 2015

**Postscript Note:** The plat of above referenced Endurance Subdivision was duly recorded by the

Hays County Clerk on \_\_\_\_\_, 2015 in

Volume \_\_\_\_\_, Pages \_\_\_\_\_ - \_\_\_\_\_ of the Hays County Plat Records.

Endurance Subdivision – Lot 1, Block A – 95.650 acres  
 Job No. S0797-0002-00 – July 20, 2015 - Page 2 of 2

**EXHIBIT B:  
[DESCRIPTION OF PUBLIC IMPROVEMENTS]**

**EXHIBIT C:  
[DESCRIPTION OF PLANS/SPECIFICATIONS]**



Texas Board of Professional Engineers Registration No. F-439

1000 Central Parkway North, Suite 100  
San Antonio, Texas 78232-5050

TEL 210 494 5511  
FAX 210 494 5519

Date	06/15/20	Job No.	S0797-0003-01
Attn:	City of San Marcos		
Re:	Project Endurance		

To City of San Marcos  
603 East Hopkins Street  
San Marcos, Texas

**We are sending you:**

Attached       Under separate cover via       1 HR. Delivery       4 HR. Delivery  
 2 HR. Delivery      Overnight Delivery

**The following items:**

Shop drawings       Prints       Plans       Samples  
 Copy of letter       Change Order       Specifications  
 \_\_\_\_\_

No. Copies	Date	No. Sheets	Description
1	6/15/2015	6	Subdivision Plat Application
1	6/15/2015	n/a	Autocad and PDF File of Subdivision Plat
5	6/15/2015	2	Subdivision Plat
1		10	Warranty Deed w/ Vendor's Lien
1		3	Tax Certificate
1	6/15/2015	1	Check for \$2510.00

**These are transmitted as checked below:**

For approval       No objections       Resubmit \_\_\_\_\_ copies for approval  
 For your use       Objections noted       Submit \_\_\_\_\_ copies for distribution  
 For review and comment       Returned for corrections       Return \_\_\_\_\_ corrected prints  
 As requested  
 FOR BIDS DUE \_\_\_\_\_       PRINTS RETURNED AFTER LOAN TO US

Remarks \_\_\_\_\_

Copy to Project Folder S0797

Signed Annie H. Brown

**City of San Marcos**  
**SUBDIVISION PLAT APPLICATION**

	<u>APPLICANT</u>	<u>PROPERTY OWNER</u>
<b>Name</b>	<u>Seefried Properties</u> <u>c/o Jones and Carter Inc.</u>	<u>WUSD Properties</u> <u>Douglas J. Barclay, Manager/Partner</u>
<b>Mailing Address</b>	<u>1000 Central Pkwy North, #100</u>  <u>San Antonio, Texas 78232</u>	<u>P.O. Box 1300</u>  <u>Wimberly, Texas 78676</u>
<b>Daytime Phone</b>	<u>210-494-5511</u>	_____
<b>Email Address</b>	<u>kheasley@jonescarter.com</u>	_____

**AGENT ACKNOWLEDGEMENT STATEMENT:** see attached "Letter of Authorization"

I \_\_\_\_\_ acknowledge that I am the rightful owner of the property proposed for subdivision and hereby authorize \_\_\_\_\_ to serve as my agent to file this application and to work with the Responsible Official on my behalf during the subdivision platting process.

**Signature of Property Owner:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Agent:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<b>Subdivision Plats</b>		<b>Development Plats</b>	
<input type="checkbox"/> Subdivision Concept Plat		<input type="checkbox"/> Preliminary Development Plat	
<input type="checkbox"/> Preliminary Subdivision Plat		<input type="checkbox"/> Final Development Plat	
<input checked="" type="checkbox"/> Final Subdivision Plat			
<input type="checkbox"/> Variance	Section _____		
<input type="checkbox"/> Plat Vacation	Accompanying _____		
<b>Minor Subdivision Plats (for Administrative Approval)</b>			
<input type="checkbox"/> Minor Subdivision Plat			
<b>Revisions to Recorded Plats (for Administrative Approval)</b>			
<input type="checkbox"/> Amending Plat			
<input type="checkbox"/> Replat without Vacation			

<b>SUBJECT PROPERTY</b>	
Subdivision Name: <u>Endurance Subdivision</u>	
Address or General Location: <u>1301 East McCarty Lane (interpolated)</u>	
Proposed Number of Lots: <u>1</u>	Acres: <u>101.199</u>
Appraisal District Tax ID: <u>R 11703</u>	
Located In	<input checked="" type="checkbox"/> City Limits <input type="checkbox"/> S.M. River Corridor
	<input type="checkbox"/> ETJ* - Please circle county: <i>Caldwell Comal Guadalupe Hays</i> <input type="checkbox"/> Planned Development District
Proposed Use of Land <u>Distribution Facility</u>	
*Subdivision plat applications for land in the ETJ may be subject to additional requirements and review as defined by the Interlocal Agreement for the respective county.	

<b>SUBDIVISION IMPROVEMENT AGREEMENT</b>	
Whenever public improvements to serve the development are deferred until after Final Subdivision Plat or Final Development Plat approval, the property owner shall enter into a Subdivision Improvement Agreement by which the owner covenants to complete all required public improvements no later than two years following the date upon which the Final Subdivision Plat or Final Development Plat is approved.	
<input type="checkbox"/> I will complete all required public improvements prior to the Final Subdivision Plat or Final Development Plat.	
<input checked="" type="checkbox"/> I wish to defer installation of public improvements and will complete a Subdivision Improvement Agreement with the City.	
Signature:	<u>Kara J. Heasley</u>
Printed Name:	<u>KARA J. HEASLEY</u> Date: <u>6-15-15</u>

**ELECTRIC UTILITY SERVICE ACKNOWLEDGEMENT:**

Utility service codes are to be indicated, as applicable in the space provided in each acknowledgment listed below according to the following designations:

- A. Adequate service is currently available to the subject property
- B. Adequate service is not currently available, but arrangements have been made to provide it
- C. Adequate service is not currently available, and arrangements have not been made to provide it
- D. Need easement(s) within subject property

Name of *Electric Service Provider* City of San Marcos

Applicable Utility Service Code(s) \_\_\_\_\_

Comments/Conditions \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Electric Company Official \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**GAS UTILITY SERVICE ACKNOWLEDGEMENT:**

Utility service codes are to be indicated, as applicable in the space provided in each acknowledgment listed below according to the following designations:

- A. Adequate service is currently available to the subject property
- B. Adequate service is not currently available, but arrangements have been made to provide it
- C. Adequate service is not currently available, and arrangements have not been made to provide it
- D. Need easement(s) within subject property

Name of *Gas Service Provider* Center Point Energy

Applicable Utility Service Code(s) \_\_\_\_\_

Comments/Conditions \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Gas Company Official \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**WATER AND WASTEWATER UTILITY SERVICE ACKNOWLEDGEMENT:**

Utility service codes are to be indicated, as applicable in the space provided in each acknowledgment listed below according to the following designations:

- A. Adequate service is currently available to the subject property
- B. Adequate service is not currently available, but arrangements have been made to provide it
- C. Adequate service is not currently available, and arrangements have not been made to provide it
- D. Need easement(s) within subject property

Name of *Water Service Provider* City of San Marcos

Applicable Utility Service Code(s) A

Comments/Conditions Project includes proposed 12" public water main along proposed Leah Rd., connecting @ McCarty Ln and at existing Leah Rd.

Signature of Water Utility Official: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Name of *Wastewater Service Provider* City of San Marcos

Applicable Utility Service Code(s) A

OR, the use of either 1) \_\_\_\_\_ a private wastewater treatment system, or 2) \_\_\_\_\_ septic tanks, is approved for all lots in the proposed subdivision which are not required to connect to the City of San Marcos wastewater system.

Comments/Conditions Project includes proposed 8" public wastewater main

Signature of City or County Wastewater Official: \_\_\_\_\_

Title: \_\_\_\_\_ Date \_\_\_\_\_

**TELEPHONE UTILITY SERVICE ACKNOWLEDGEMENT:**

Utility service codes are to be indicated, as applicable in the space provided in each acknowledgment listed below according to the following designations:

- A. Adequate service is currently available to the subject property
- B. Adequate service is not currently available, but arrangements have been made to provide it
- C. Adequate service is not currently available, and arrangements have not been made to provide it
- D. Need easement(s) within subject property

Name of *Telephone Service Provider* Century Link

Applicable Utility Service Code(s) A

Comments/Conditions \_\_\_\_\_

Signature of Telephone Company Official \_\_\_\_\_

Title: \_\_\_\_\_ Date \_\_\_\_\_

**SUBMITTAL REQUIREMENTS FOR ALL PLATS:**

- Complete application
- Required fees \$ 2510.00 (see next page for Fee Schedule)
- All legislative requirements complete
- Proof of record ownership (recorded deed corresponds to ownership indicated on tax certificate)
- Current tax certificate (must show prior year taxes paid by January 31st of current year)
- N/A  Names and addresses of property lien-holders
- One digital copy of submittal materials including CAD file
- Five 18"x24" hard copies of plat document\*

I hereby affirm that if I am not the property owner of record, or if the applicant is an organization or business entity, I have been authorized to represent the owner, organization, or business in this application. I certify the preceding information is complete and accurate, and it is understood that I or another representative should be present at all meetings concerning this application.

Signature of Applicant: Kara J. Heasley  
 Printed Name: KARA J. HEASLEY

Date: 6-15-15

\*Plats in the ETJ may require additional hard copies.

**ADDITIONAL REQUIREMENTS:**

**Subdivision Concept Plats:**

- Watershed Protection Plan (Phase 1)
- Residential compatibility site plan (where applicable)
- Cluster development plan (where applicable)

**Preliminary Subdivision Plats or Preliminary Development Plats**

- Approved Watershed Protection Plan Phase I (can be submitted concurrently)
- Traffic Impact Analysis Worksheet (if commercial development or 100+ unit residential)

**Final Subdivision or Final Development Plats:**

- Preliminary Plat (where applicable)
- Approved Watershed Protection Plan Phase II and approved Public Improvement Construction Plan by the Director of Engineering (can be submitted concurrently).
- Subdivision Improvement Agreement and surety if public facility construction was deferred.
- Traffic Impact Analysis Worksheet (if commercial development or 100+ unit residential) .  
 Traffic Impact Analysis Worksheet (if commercial development or 100+ unit residential)

**Minor Subdivision Plats:**

Minor subdivisions plats must meet the following qualifications:

- Proposed subdivision results in 4 or fewer lots
- All lots front onto an existing public street and construction or extension of a street or alley is not required or is considered a minor extension by Director of Engineering.
- Extension of municipal facilities is not required or the installation of utilities is considered a minor extension by the Director of Engineering.
- Approved WPP Phase II is required if land is located within the Edwards Aquifer Recharge Zone, within a designated stream or river corridor, or if the land contains floodplain, floodway or a waterway as defined by the LDC.

**Amending Plats and Replats:**

- Detailed description of the purposes and circumstances that warrant change of the recorded plat identifying all lots, easements or improvements affected by the proposed change.

## Fee Schedule

For Plats Located Inside/Outside of the City Limits	
Subdivision Minor Plat / Amending Plat	\$400 plus \$100 per acre (max \$1000) + \$10.00 Technology Fee
Concept Plan	\$750 plus \$50 acre (max \$2000) + \$10.00 Technology Fee
Preliminary Plat	\$750 plus \$50 acre (max \$2000) + \$10.00 Technology Fee
Final Plat	\$1000 plus \$100 acre (max \$2500) + \$10.00 Technology Fee
Replat, not administrative	\$750 plus \$50 acre (max \$2000) + \$10.00 Technology Fee
Vacation of Previously Recorded Plat	\$150 + \$10.00 Technology Fee
Subdivision Variance Request	\$600 + \$10.00 Technology Fee
Cluster Development Plan	\$25 per acre (\$100 min / \$1500 max) + \$10.00 Technology Fee

**STAFF USE ONLY:**

**Submittal Date:** \_\_\_\_\_ **5 Business Days from Submittal:** \_\_\_\_\_

**Completeness Review By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Contact Date for Supplemental Info:** \_\_\_\_\_

**Supplemental Info Received (required within 5 days of contact):** \_\_\_\_\_

**Application Returned to Applicant:** \_\_\_\_\_

**Application Accepted for Review:** \_\_\_\_\_ **Fee:** \_\_\_\_\_

**Comments Due to Applicant** \_\_\_\_\_

**Date for Plat Resubmittals** \_\_\_\_\_

**Date of Planning and Zoning Commission Meeting:** \_\_\_\_\_



## Legislation Text

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**File #:** CUP-15-15, **Version:** 1

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**AGENDA CAPTION:**

CUP-15-15 (CRAFThouse Urban Kitchen and Tap) Hold a public hearing and consider a request by Willy Jack LLC on behalf of CRAFThouse Urban Kitchen and Tap for a new Conditional Use Permit to allow the sale of mixed beverages for on-premise consumption at 242 N LBJ Dr.

**Meeting date:** July 28, 2015

**Department:** Planning and Development Services

**Funds Required:** N/A

**Account Number:** N/A

**Funds Available:** N/A

**Account Name:** N/A

**CITY COUNCIL GOAL:** Community Wellness/ Strengthen the Middle Class

**COMPREHENSIVE PLAN ELEMENT(s):** N/A

**BACKGROUND:**

CRAFThouse Urban Kitchen and Tap is a new restaurant and bar proposed at the southeast corner of N LBJ Drive and Hutchison Street currently occupied by Wally's Party Factory. The Site is located inside the Central Business Area (CBA) and the SmartCode District. The applicant has requested a new **Restricted (Restaurant) Conditional Use Permit** which requires that the business comply with standards outlined in LDC Section 4.3.4.2.

The applicant is proposing to remodel the interior of the existing building to create two new tenant spaces which will be occupied by the proposed CRAFThouse Urban Kitchen at the corner of Hutchison and LBJ as well as an additional restaurant/ retail tenant in the adjacent space.

On July 21, 2015, the San Marcos City Council approved an Economic Development Incentive Agreement to grant a waiver of the twelve month waiting period for on-premise sales of mixed beverages (LDC Section 4.3.4.2c). This agreement was approved based on the City's desire to promote local economic development and to stimulate business and commercial activity by encouraging new in-fill development and job creation in the downtown area (Resolution 2015-117R). This allows the applicant to apply for this CUP without being subject to the waiting period.

The applicant has met all requirements. Staff provides this request to the Commission for your consideration

and recommends **approval** of the Conditional Use Permit with the following conditions:

1. **The permit shall be valid for one (1) year, provided standards are met, subject to the point system; and**
2. **The permit shall be posted in the same area and manner as the Certificate of Occupancy.**



**CUP-15-15**  
**CRAFthouse Urban Kitchen and Tap**  
**242 N LBJ Drive**  
**Map Date: 7/15/2015**

 Site Location



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.





**CUP-15-15**  
**CRAFThouse Urban Kitchen and Tap**  
**242 N LBJ Drive**  
**Map Date: 7/15/2015**

-  Site Location
-  Notification Buffer



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.

**CUP-15-15  
 Restricted Conditional Use Permit  
 CRAFThouse Urban Kitchen and Tap  
 242 N LBJ Dr**



**Applicant Information:**

Applicant: Willy Jack LLC  
 2686 Black Bear Dr.  
 New Braunfels, TX 78132

Property Owner: Shy Penn LTD  
 2686 Black Bear Dr.  
 New Braunfels, TX 78132

Applicant Request: Approval of a new Restricted Conditional Use Permit (CUP) to allow on-premise consumption of mixed beverages at a restaurant establishment.

Notification: Public hearing notification mailed on July 17, 2015

Response: None as of Staff Report Date

**Subject Property:**

Location: 242 N LBJ Dr

Legal Description: Original Town of San Marcos, Block 7, Lot 5

Frontage On: N LBJ Drive and Hutchison Street

Neighborhood: Downtown

Existing Zoning: SmartCode T5 – Urban Center

Preferred Scenario Designation: High Intensity

Utilities: Adequate

Existing Use of Property: Retail – Party Supplies

Proposed Use of Property: Restaurant and Bar

Zoning and Land Use:

	<b>Current Zoning</b>	<b>Existing Land Use</b>
<b>N of Property</b>	T5	Commercial
<b>S of Property</b>	T5	Commercial
<b>E of Property</b>	T5	Vacant Lot
<b>W of Property</b>	T5	Commercial

## **Code Requirements:**

A Conditional Use Permit (CUP) allows the establishment of uses which may be suitable only in certain locations or only when subject to standards and conditions that assure compatibility with adjoining uses. Conditional uses are generally compatible with permitted uses, but require individual review and imposition of conditions in order to ensure the appropriateness of the use at a particular location.

Under Section 4.3.4.2 of the LDC a business applying for on-premise consumption of alcohol must not be within 300 feet of a church, school, hospital, or a residence located within a zoning district that limits density to six units per acre or less. This location **does meet** the distance requirements.

CUPs issued for on-premise consumption of alcohol make the business subject to the code standards and the penalty point system for violations (Section 4.3.4.2).

The applicant has requested a new **Restricted (Restaurant) Conditional Use Permit** which requires that the business must comply with the following standards at all times. There is a limit of 15 Restricted CUPs in the Central Business Area at any time. (Section 4.3.4.2):

- a. The business must have a kitchen and food storage facilities of sufficient size to enable food preparation. The kitchen must be equipped with, and must utilize, a commercial grill, griddle, fryer, oven, or similar heavy food preparation equipment.
- b. The business must apply for, obtain and maintain a food establishment permit in accordance with chapter 18 of the City Code.
- c. The business must serve meals to customers during at least two meal periods each day the business is open. A meal must consist of at least one entree, such as a meat serving, a pasta dish, pizza, a sandwich or similar food in a serving that serves as a main course for a meal. At least three entrees must be available during each meal period. A meal period means a period of at least four hours.
- d. The business must be used, maintained, advertised and held out to the public as a place where meals are prepared and served.
- e. The restaurant must be in operation for 6 months before a permit for beer and wine is issued, and 12 months before a permit for mixed beverages is issued.

In addition to the specific requirements under Chapter 4 of the LDC discussed above, CUP's for the sale of alcoholic beverages for on-premise consumption are also subject to the general requirements for CUP's under section 1.5.7.5 of the LDC established to ensure the proposed use is compatible with the surrounding neighborhood (see discussion under Planning Department Analysis regarding consistency with zoning district and traffic impact).

## **Case Summary**

The subject property is located at the southeast corner of N LBJ Drive and E Hutchison Street. The site is located inside the Central Business Area (CBA) and the SmartCode district. The property remained vacant for several years and is now currently occupied by Wally's Party Factory, a party supply store.

The applicant is proposing to remodel the interior of the existing building to create two new tenant spaces which will be occupied by the proposed CRAFHouse Urban Kitchen at the corner of E Hutchison and N LBJ as well as an additional restaurant/ retail tenant in the adjacent space. The applicant is also proposing façade improvements to the building such as the construction of a new awning on N LBJ Drive, adding a small portion of windows at the Hutchison Street frontage, and the possibility of a sidewalk café pending the adoption of the City's Streetscape Improvements Ordinance.

CRAFHouse Urban Kitchen and Tap will have a gross floor area of approximately 5,250 square feet leaving approximately 3,000 square feet for the adjacent space. The adjacent space is not part of the scope of this CUP. The application indicates hours of operation from 11:00 a.m. to 12:00 a.m. Sunday – Wednesday and 11:00 a.m. to 2:00 a.m. Thursday – Saturday. According to the application, the business will contain 133 indoor fixed seats and 24 outdoor fixed

seats with the possibility of a sidewalk café on N LBJ Dr. A draft list of menu items has also been included as an attachment. The applicant is not proposing outdoor live music at this time.

**Comments from Other Departments:**

Police commented that there are no objections if the proposed CRAFThouse is a “true restaurant as opposed to another ‘snack bar’ with alcohol.” There have been no comments or concerns from other departments. There have been no other code or Police Department violations at the subject property.

**Planning Department Analysis:**

Staff has reviewed the request for compliance with the Land Development Code and it appears that the request is consistent with the policies and the general intent of the zoning district and does not generate pedestrian or vehicular traffic which is hazardous or conflicts with existing traffic.

On July 21, 2015, the San Marcos City Council approved an Economic Development Incentive Agreement to grant a waiver of the twelve month waiting period for on-premise sales of mixed beverages (LDC Section 4.3.4.2c). This agreement was approved based on the City’s desire to promote local economic development and to stimulate business and commercial activity by encouraging new in-fill development and job creation in the downtown area (Resolution 2015-117R). This allows the applicant to apply for this CUP without being subject to the waiting period.

In order to monitor new Restricted permits for on-premise consumption of alcohol, the Planning Department’s recommendation is that they be approved initially for a limited time period. Other new Restricted conditional use permits have been approved as follows:

- Initial approval for 1 year;
- Renewal for 3 years

The Land Development Code however states that Restricted permits are valid for three years from date of issuance and cannot be valid for more than 3 years. Planning Commission has the discretion to add additional conditions.

**Staff provides this request to the Commission for your consideration and recommends approval of the Conditional Use Permit with the following conditions:**

1. **The permit shall be valid for one (1) year, provided standards are met, subject to the point system; and**
2. **The permit shall be posted in the same area and manner as the Certificate of Occupancy**

Planning Department Recommendation:	
	Approve as submitted
<b>X</b>	Approve with conditions or revisions as noted
	Alternative
	Denial

**Commission's Responsibility:**

The Commission is required to hold a public hearing and receive comments regarding the proposed Conditional Use Permit. After considering public input, the Commission is charged with making a decision on the Permit. Commission approval is discretionary. The applicant, or any other aggrieved person, may submit a written appeal of the decision to the Planning Department within 10 working days of notification of the Commission’s action, and the appeal shall be heard by the City Council.

The Commission’s decision is discretionary. Provided the request meets the minimum requirements of Section 4.3.4.2 of the LDC, the Commission shall also evaluate the impact of the proposed conditional use on surrounding properties under Section 1.5.7.5 of the LDC, by considering the extent to which the use:

- is consistent with the policies of the Comprehensive Plan and the general intent of the zoning district;
- is compatible with the character and integrity of adjacent developments and neighborhoods;
- includes improvements to mitigate development-related adverse impacts; and
- does not generate pedestrian or vehicular traffic which is hazardous or conflicts with existing traffic in the neighborhood.

Conditions may be attached to the CUP that the Commission deems necessary to mitigate adverse effects of the proposed use and to carry out the intent of the Code.

**Prepared by:**

Andrea Villalobos

Planning Technician

July 15, 2015

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**Name**

**Title**

**Date**

09/12



## Conditional Use Permit Application Checklist To Allow On-Premise Consumption of Alcoholic Beverages Outside the Central Business Area

Provided by applicant as of date of submittal		By staff as of date of completeness review	
Completed	Required Item	Staff Verification	Staff Comments
<input type="checkbox"/>	A pre-application conference with staff is recommended	<input type="checkbox"/>	
<input type="checkbox"/>	A completed application for Conditional Use Permit and required fees. * (see note below)	<input type="checkbox"/>	
<input type="checkbox"/>	A site plan <i>drawn to scale</i> showing dimensions of property, locations and square footage of building(s), number of off-street paved parking spaces, and fences buffering residential uses. * (see note below)	<input type="checkbox"/>	
<input type="checkbox"/>	Interior layout showing all proposed seating; kitchen and bar areas; and restroom facilities	<input type="checkbox"/>	
<input type="checkbox"/>	All information and illustrations necessary to show the nature of the proposed use and its effect on surrounding properties	<input type="checkbox"/>	
<input type="checkbox"/>	Authorization to represent the property owner, if applicant is not the owner	<input type="checkbox"/>	
<b>Any of the following pieces of information as requested by the Director of Development Services : *(see note below)</b>			
<input type="checkbox"/>	Landscaping and/or fencing of yards and setback areas and proposed changes	<input type="checkbox"/>	
<input type="checkbox"/>	Design of ingress and egress	<input type="checkbox"/>	
<input type="checkbox"/>	Off-street loading facilities	<input type="checkbox"/>	
<input type="checkbox"/>	Height of all structures	<input type="checkbox"/>	
<input type="checkbox"/>	Proposed uses	<input type="checkbox"/>	
<input type="checkbox"/>	The location and types of all signs	<input type="checkbox"/>	
<input type="checkbox"/>	Copy of State TABC License application	<input type="checkbox"/>	
<input type="checkbox"/>	Impervious cover or drainage issues or impacts	<input type="checkbox"/>	
<input type="checkbox"/>	Menu	<input type="checkbox"/>	

\* For renewals, staff may accept a written statement that no changes have been made to these items if copies are available on file.

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

Signed:  Date: 5-26-15  
 Print Name: Brian S. Jones  
 Engineer     Surveyor     Architect/Planner     Owner     Agent: \_\_\_\_\_

**City of San Marcos**

**CONDITIONAL USE PERMIT APPLICATION**  
**To Allow On-Premise Consumption of Alcoholic Beverages**  
**Outside the Central Business Area**

? \* Not Sure of Name yet

**LICENSE INFORMATION**

Trade Name of Business: GastroPub + Urban Kitchen

Application is filed by:

Individual  Partnership  Corporation  Other: L.L.C.

Name of Individual or Entity: Willy Jack L.L.C. Phone Number: 512-627-5459

Mailing Address: 2686 Black Bear Dr. New Braunfels TX, 78132

Email Address: shyinvestments@gmail.com

Type of Permit Requested:  Mixed Beverage  Beer & Wine  Other: Late Hours

**PROPERTY**

Street Address: 242 N. LBJ Current Zoning: TS

Legal Description: Lot 5 Block 7 Subdivision Original Town of San Marcos

Tax ID Number: R 90-0913674

Property Owner's Name: ShyPen LTD Phone Number: 512-627-5459

Address: 2686 Black Bear Dr. New Braunfels TX, 78132

**BUSINESS DETAILS**

Primary Business Use:  Restaurant  Bar  Other: \_\_\_\_\_

Hours of Operation: Sun-Wed 11:00am-12:00am, Thur-Sat 11:00am-2:00am

Type of Entertainment Facilities: Restaurant / Bar

Indoor Fixed Seats Capacity: ~~133~~ 133 Outdoor Fixed Seats: 24

Gross Floor Area Including Outdoor Above-ground Decks: 5,250 Square Feet

Number of Off-Street Parking Spaces Provided: N/A

Located more than 300 feet from church, public school, hospital, low density residential?  Y  N

**APPLICATION FOR CITY OF SAN MARCOS CONDITIONAL USE PERMIT-TABC**

**CUP PERMIT HISTORY** *Check all that apply*

**New request**, no existing TABC CUP Permit at this location

**Change** to existing TABC Permit. Nature of Change: \_\_\_\_\_

**Renewal**

**Change in name of license holder** of existing business at same location

**Change in name of existing business** at this location

**SUBMITTAL REQUIREMENTS**

- Beer and Wine Permit: **\$600 Application fee + \$10.00 Technology Fee** (non-refundable)
- Mixed Beverage Permit: **\$600 Application fee + \$10.00 Technology Fee** (non-refundable)
- Change to Existing Permit/Renewal: **\$300.00 fee + \$10.00 Technology Fee** (non-refundable)
- **Site Plan** drawn to scale, preferably on paper no larger than 11" x 17", showing dimensions of property, locations and square footage of building(s), interior layout showing dimensions of tables, bar area, etc., number of off-street paved parking spaces, and fences buffering residential uses.
- **Copy of State TABC License Application**

*I certify that this information is complete and accurate. I understand that I or a representative should be present at all meetings regarding this application.*

*I am the property owner of record; or*

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

  
 \_\_\_\_\_  
**Applicant's Signature**

**Printed Name:** Allen Shy **Date:** 5-26-15

*To be completed by Staff:*

Meeting Date: \_\_\_\_\_ Application Deadline: \_\_\_\_\_

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

**RESOLUTION NO. 2015-117R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT PURSUANT TO SECTION 1.4.4.1 OF THE LAND DEVELOPMENT CODE (“LDC”) BETWEEN THE CITY OF SAN MARCOS AND WILLY JACK, L.L.C. THAT GRANTS A WAIVER OF THE REQUIREMENT UNDER SECTION 4.3.4.2 OF THE LDC THAT A RESTAURANT IN THE CENTRAL BUSINESS AREA MUST BE IN OPERATION FOR AT LEAST SIX MONTHS BEFORE IT MAY SELL BEER AND WINE FOR ON-PREMISES CONSUMPTION AND AT LEAST 12 MONTHS BEFORE IT MAY SELL MIXED BEVERAGES FOR ON-PREMISES CONSUMPTION IN CONNECTION WITH A PROPOSED RESTAURANT AND BAR AT 242 N. LBJ DRIVE; AUTHORIZING THE CITY MANAGER TO EXECUTE 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 Economic Development Incentive Agreement between the City of San Marcos and Willy Jack, L.L.C. (the “Agreement”) is hereby approved.

**PART 2.** The City Manager is hereby 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 July 21, 2015.

Daniel Guerrero  
Mayor

Attest:

Jamie Lee Pettijohn  
City Clerk

## ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

Pursuant to Section 1.4.4.1 of the City of San Marcos Land Development Code, this agreement (the “Agreement”) is entered into by and between Willy Jack, L.L.C. (the “Owner”) and the City of San Marcos, Texas (the “City”). The Owner and the City are collectively referred to as the “Parties.”

### PART 1. RECITALS

**Section 1.01.** The City seeks to promote local economic development and to stimulate business and commercial activity in the City by, among other things, encouraging new in-fill development and job creation in the downtown area.

**Section 1.02.** The Owner is the owner of the real property and improvements at 242 North LBJ Drive (the “Property”). The Property is located within the Central Business Area (“CBA”) as defined in the City’s Land Development Code (“LDC”).

**Section 1.03.** The Owner has proposed and intends to redevelop the Property by remodeling the existing building and operating a restaurant with an outdoor seating area that will also serve wine, beer, and mixed beverages for on-premises consumption (the foregoing activities are collectively, the “Project”).

**Section 1.04.** The LDC establishes special conditions for the issuance of a Conditional Use Permit (“CUP”) for a restaurant serving alcoholic beverages for consumption on its premises. Pursuant to the requirements of Section 4.3.4.2(b)(8) the LDC the Owner is subject a six-month waiting period before beer and wine may be sold from the Property for on-premises consumption and a 12 month waiting period before mixed beverages may be sold from the Property for on-premises consumption.

**Section 1.05.** Section 1.4.4.1 of the LDC authorizes the City Council to grant waivers of certain requirements under the LDC for economic development purposes. The waiting periods for the sale of alcoholic beverages for on-premises consumption under Section 4.3.4.2 (b)(8) of the LDC are major impediments to the Owner’s successful execution of the Project and redevelopment of the Property and the Owner, therefore, seeks a waiver of these waiting periods.

**Section 1.06.** The City Council finds that the Owner’s request for a waiver complies with the requirements for granting a waiver of certain requirements of the LDC for economic development purposes under Section 1.4.4.1 of the LDC. The City Council, therefore, is amenable to waiving the applicability of the waiting periods to the Project.

**Section 1.07.** In consideration of the mutual benefits stated in the Agreement and the promises of the Parties set forth below, the Parties enter into this Agreement and agree to the terms and conditions set forth in this Agreement.

## **PART 2. OBLIGATIONS OF OWNER**

**Section 2.01. Execution of the Project.** On or before January 1, 2016 the Owner will commence execution of the Project to include building renovation and remodeling, landscaping, signage and related improvements in conformance with plans and specifications approved by the City's Department of Planning and Development Services. The Owner will pursue completion of the Project with commercially reasonable diligence, subject to *Force Majeure* events as defined in Section 5.05 below. The Owner, in executing the Project, shall comply with all requirements of all applicable City of San Marcos processes, procedures, ordinances, rules, regulations and standards.

**Section 2.02. Employment.** In conjunction with the Project, the Owner will employ at least 12 full-time and 17 part-time employees locally with estimated wage rates as follows:

- |           |                 |                   |
|-----------|-----------------|-------------------|
| <b>a.</b> | Manager (2):    | \$65,000 annually |
| <b>b.</b> | Supervisor (2): | \$30,000 annually |
| <b>c.</b> | Staff (25):     | \$22,000 annually |

## **PART 3. ECONOMIC DEVELOPMENT WAIVER PROVIDED BY THE CITY**

**Section 3.01. Waiver of Certain Land Development Code Requirements.** As to the Project, the waiting periods for the sale of alcohol for on-premises consumption under Section 4.3.4.2 (b) (8) of the LDC are hereby waived.

### **Section 3.02. Waiver Limited.**

**a. Applies Only to Owner's Initial CUP.** The waiver granted under Section 3.01 is subject to approval of a request for a CUP by the City's Planning and Zoning Commission. If said request for a CUP is approved, the waiver granted herein shall apply only to such initial CUP and any timely renewals thereof. Upon the expiration, revocation or lapse of said CUP, the waiver granted herein shall automatically terminate, and any future applicant for a CUP related to the sale of alcoholic beverages from the Property, whether the Owner or any other person or entity, shall be required to apply for a new CUP, subject to the then applicable requirements for the approval of such a CUP under the LDC or other ordinance.

**b. Subject to Other Requirements.** The waiver granted in Section 3.01 is subject to all other required approvals of the City under applicable ordinances, rules, regulations and standards. Except as specifically granted herein, the City grants no other waivers of any requirements under the LDC or its Code of Ordinances. The granting of the waiver through this Agreement is not a guarantee, representation or indication by the City regarding the likelihood of approval of any other applications, permits or requests related to the Project, including the initial request for the CUP to which this Agreement relates, or any certificates of occupancy.

## **PART 4. DEFAULT AND TERMINATION**

**Section 4.01. Default and Termination.** The City may declare a default under this Agreement and may terminate this Agreement if the Owner:

- a.** fails to commence and complete the Project within the time specified or according to the specifications in Section 2.01;
- b.** made or makes any representation relied upon by the City in entering into this Agreement or in any request or submission to the City relating to this Agreement or the Project that is false or misleading in any material respect;
- c.** assigns this Agreement without the consent of the City;
- d.** allows ad valorem taxes on the Property or other property in the City owned by the Owner to become delinquent; or
- e.** fails to comply at all times with the terms of the initial CUP issued for on-premises consumption of alcoholic beverages on the Property, as renewed or amended, or the standards for “bona fide restaurants” under Section 4.3.4.2 of the LDC during the first 12 months following the date of issuance of said CUP.

**Section 4.02. Notice of Default and Termination.** If the City Manager reasonably determines that the Owner is in default under Sections 4.01 (a) or (d) the City Manager will notify the Owner in writing of such default, and if the default is not cured within 30 days from the date of the notice, the City Manager may terminate this Agreement, unless reasonable efforts are being made to cure said default and said default cannot reasonably be cured within 30 days. For any default under Sections 4.01 (b), (c) or (e) of this Agreement, the City Manager may terminate the Agreement upon sending written notice of termination to the Owner.

**Section 4.03. Status of Waiver Upon Termination.** The Owner agrees that upon termination of this Agreement, the waiver granted under this Agreement shall be deemed revoked and the Owner's conditional use permit for on-premises consumption of alcoholic beverages may, at the City's sole discretion, be suspended or revoked without a hearing, and without recourse against the City, its officers, agents, or employees.

**Section 4.04. Automatic Termination.** In addition to automatic termination under paragraph 3.02 (a), this Agreement shall terminate automatically upon the denial of any application, permit or request of the Owner related to the Project and the Owner's exhaustion of remedies related thereto making the Project infeasible under applicable laws, ordinances, rules and regulations.

**Section 4.05. Remedies not Exclusive.** In the event of default, either party may exercise its remedies hereunder together with any other statutory or common law remedies, including applicable penal and civil enforcement provisions of the Land Development Code or successor

provisions, or other ordinances. Any failure by one party to enforce this Agreement with respect to one or more defaults by the other party will not waive that party's ability to enforce the Agreement after that time. In the event litigation is commenced under the terms of this Agreement, the prevailing party shall be entitled to recover from the other reasonable attorney fees and costs.

## **PART 5. MISCELLANEOUS**

**Section 5.01. Notices.** All notices required by this Agreement will be delivered to the following by certified mail or confirmed facsimile transmission if either party provides to the other a number for facsimile transmission:

City:

City Manager  
City of San Marcos  
630 East Hopkins  
San Marcos, Texas 78666

Owner:

Allen Shy, Owner  
Willy Jack, L.L.C.  
2686 Black Bear Drive  
New Braunfels, Texas 78132

Each party will notify the other party in writing of any change in information required for notice under this paragraph.

**Section 5.02. Assignment.** The Owner may not assign this Agreement or any of its rights, or delegate or subcontract any of its duties under this Agreement, in whole or in part, without the prior written consent of the City.

**Section 5.03. Applicable Law and Venue.** This Agreement will be construed under the laws of the State of Texas. This Agreement is performable in Hays County, Texas. Mandatory venue for any action under this Agreement will be in the state court of appropriate jurisdiction for the action in Hays County, Texas. Mandatory venue for any matters in federal court will be in the United States District Court for the Western District of Texas.

**Section 5.04. No Liability.** The Owner agrees that City assumes no liability or responsibility by approving plans, issuing permits or approvals or making inspections related to the Project.

**Section 5.05. Force Majeure.** A Force Majeure event means an event beyond the reasonable control of a party obligated to perform an act or take some action under this Agreement including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, lockouts, major equipment failure or the failure of any major supplier to perform its obligations.

**Section 5.06. No Waiver of Immunity or Liability.** Nothing in this Agreement, and no action of the City under this Agreement, will constitute a waiver of any immunity of the City to suit or to liability or of any limitations on liability granted by law or the Texas Constitution.

**Section 5.07. No Joint Venture.** It is understood and agreed between the parties that the City and the Owner, in executing this Agreement, and in performing their respective obligations, are acting independently, and not in any form of partnership or joint venture. **THE CITY ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT, AND THE OWNER AGREES TO INDEMNIFY, DEFEND AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM ANY SUCH LIABILITIES.**

EXECUTED to be effective July 21, 2015.

**CITY OF SAN MARCOS:**

By: \_\_\_\_\_  
Jared Miller., City Manager

**OWNER:**  
**Willy Jack, L.L.C.**

By: \_\_\_\_\_  
Allen Shy, Member



# Business Packet

L-B (6/2012)

The Business Packet should be completed by new applicant/entity that does not currently hold an active license/permit issued by the TABC. You must complete the entire Business Packet including all necessary ownership information and personal history sheets. This packet includes L-B and the below entity pages that coincide with your business structure.

- L-C (Corporation, Trust, City, County or University)
- L-LLC (Limited Liability Company)
- L-P (Partnership)
- L-40.2 (Personal History Sheet)

For example: If your entity is a corporation, you will submit your corporate information on L-C (corporation).  
 If your entity is a limited liability company, you will submit your information on L-LLC (limited liability company).  
 If your entity is a partnership or limited partnership, you will submit your information on L-P (partnership).  
 If you are applying as an individual, you will submit this page and the L-40.2 (personal history sheet).

## OWNER INFORMATION

### 1. Type of Owner

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Individual                           | <input type="checkbox"/> Limited Partnership           | <input type="checkbox"/> City/County/University |
| <input type="checkbox"/> Corporation                          | <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Other _____            |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Trust                         |   |
| <input type="checkbox"/> Partnership                          | <input type="checkbox"/> Joint Venture                 |   |

### 2. Owner of Business/Applicant

*Will Jack L.L.C.*

### 3. Federal Employer Identification No. (FEIN)

*47-4041771*

## BUSINESS INFORMATION

### 4. Has any person listed in this Business Packet, or his or her spouse, been finally convicted or received deferred adjudication for any of the following offenses? Yes No

If "YES," indicate type of offense and attach an explanation:

- any felony offense
- prostitution
- bookmaking
- gambling or gaming
- bootlegging
- vagrancy offense involving moral turpitude
- any offense involving dangerous drugs or controlled substances as defined in Texas Controlled Substances Act
- any offense involving firearms or a deadly weapon
- more than three violations of the Texas Alcoholic Beverage Code relating to minors
- violations of the Texas Alcoholic Beverage Code resulting in a criminal fine of \$500
- violations of an individual's civil rights or discrimination against an individual on the basis or race, color, creed or national origin

If "YES," has it been five years since the termination of a sentence, parole or probation served for any offenses indicated above?  Yes  No

If "NO," attach an explanation.

### 5. Has any person listed in this Business Packet, or his or her spouse, had a cancellation of a license or permit in the past five years? Yes No

If "YES," attach an explanation.

The applicant or license/permit holder may have an interest, directly or indirectly, in only one level of the alcoholic beverage industry; i.e., manufacturing, wholesaling or retailing. You or your agent, servant or employee may not be employed in any capacity at different levels, may not rent or lease property or equipment from or to an entity operating at another level, may not secure credit or a loan in any form for an entity at another level, cannot control in any fashion the interests of a licensee/permittee at a different level.

6. Is any person listed in this Business Packet in violation of the above requirements?  Yes  No  
 If "YES," attach an explanation.

<b>WARNING AND SIGNATURE</b>	<b>If Applicant Is/Must Sign</b>	
	Individual/Individual Owner	Corporation/Officer
	Partnership/Partner	Limited Liability Company/ Officer or Manager
	Limited Partnership/General Partner	

**EACH LICENSEE OR PERMITTEE SHALL HAVE EXCLUSIVE OCCUPANCY AND CONTROL OF THE ENTIRE LICENSED LOCATION WITH RESPECT TO SALE OF ALCOHOLIC BEVERAGES. ANY ARRANGEMENT THAT SURRENDERS SUCH CONTROL OF THE EMPLOYEES, PREMISES OR BUSINESS, INCLUDING PROFITS AND LOSSES, TO PERSONS OTHER THAN THE LICENSEE OR PERMITTEE IS UNLAWFUL.**

**WARNING:** Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the penitentiary for not less than 2 nor more than 10 years."

**BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS TO THIS PACKET.**

PRINT NAME Allen Shy

SIGN HERE 

TITLE Member

Before me, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN HERE \_\_\_\_\_  
 NOTARY PUBLIC

**S E A L**



# Limited Liability Company

L-LLC (6/2012)

The Limited Liability Company Form should be completed for all officers, managers, and members holding ownership in this business. This page is included in the Business Packet for new applicants who do not currently hold an active license/permit issued by TABC under the below Federal Employer Identification Number.

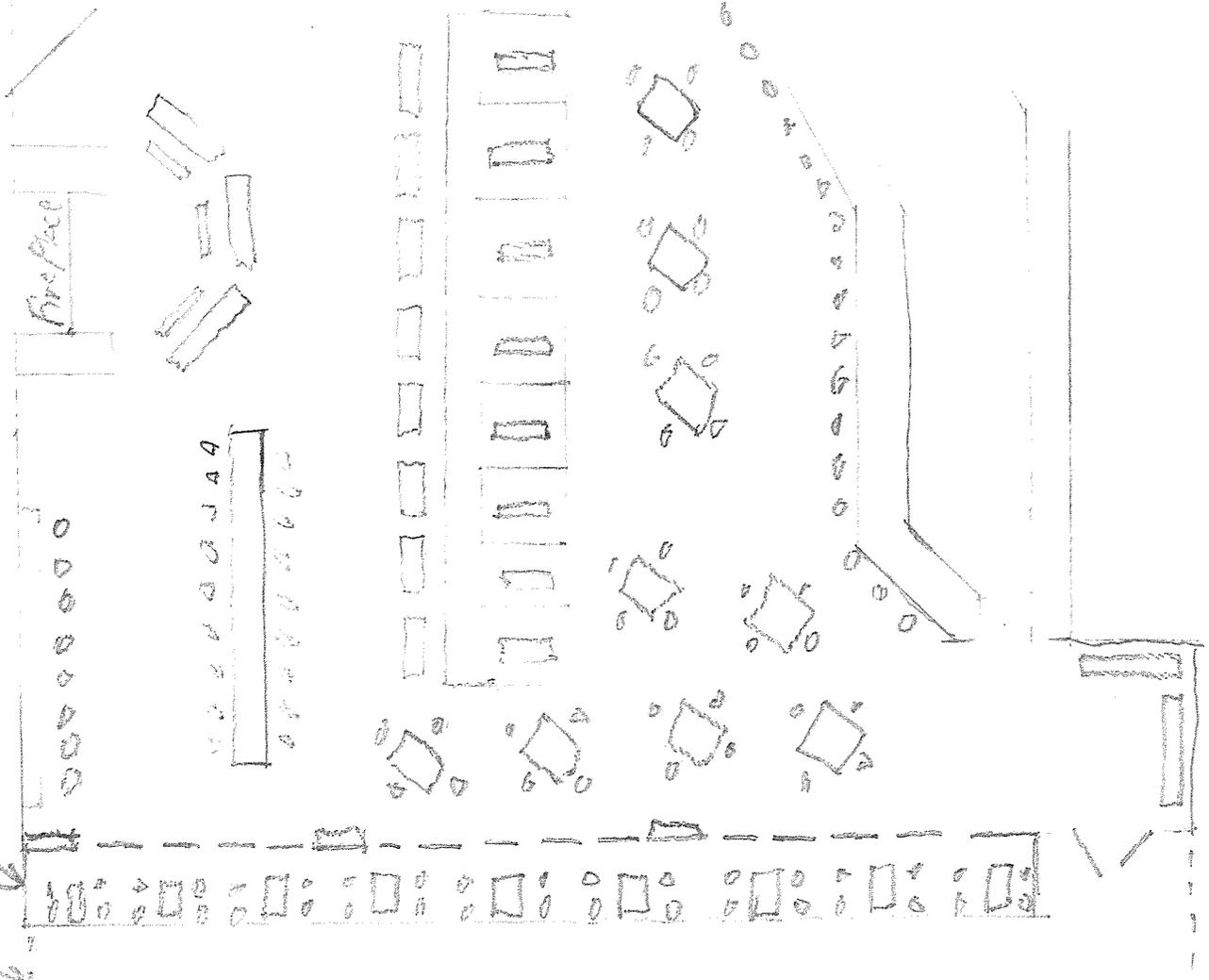
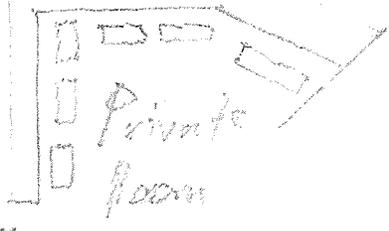
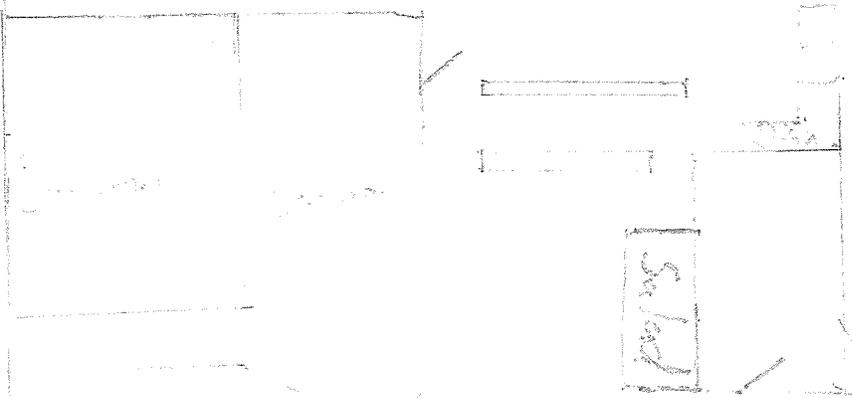
Submit this page with the completed business packet to your local TABC office after you receive prequalification for your location. For more information on how to prequalify, to find your local district office, and to determine ownership submission go to: [www.tabc.state.tx.us](http://www.tabc.state.tx.us).

## ENTITY INFORMATION

1. Federal Employer Identification No. (FEIN)		
47-4041771		
2. Business Entity Name		
Will Jack L.L.C.		
3. Charter No.		
802217380		
4. Date Approved (mm/dd/yyyy)	State	Class and Number of Memberships or Units Issued
05 / 18 / 2015	TX	100

## LIMITED LIABILITY COMPANY OWNERSHIP INFORMATION

<input type="checkbox"/> Officer <input type="checkbox"/> Manager <input checked="" type="checkbox"/> Member			
SSN	Issuing State/DL No.	Date of Birth (mm/dd/yyyy)	Percent Membership or Units Held
[REDACTED]	[REDACTED]	[REDACTED]	50% - 50
Last Name	First Name	MI	Title
Shy	Allen	D.	Member
<input type="checkbox"/> Officer <input type="checkbox"/> Manager <input checked="" type="checkbox"/> Member			
SSN	Issuing State/DL No.	Date of Birth (mm/dd/yyyy)	Percent Membership or Units Held
[REDACTED]	[REDACTED]	[REDACTED]	50% - 50
Last Name	First Name	MI	Title
Shy	Jamie	L.	Member
<input type="checkbox"/> Officer <input type="checkbox"/> Manager <input type="checkbox"/> Member			
SSN	Issuing State/DL No.	Date of Birth (mm/dd/yyyy)	Percent Membership or Units Held
-	-	/ /	
Last Name	First Name	MI	Title
<input type="checkbox"/> Officer <input type="checkbox"/> Manager <input type="checkbox"/> Member			
SSN	Issuing State/DL No.	Date of Birth (mm/dd/yyyy)	Percent Membership or Units Held
-	-	/ /	
Last Name	First Name	MI	Title



side walk  
entrance  
wing

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Apps / Small Plates

Ploughman's Platter	old world meat and cheeses.chutney.radish.olive.baquette
Farmer's Platter	artisan cheeses.candied walnuts.seasonal fruit.honeycomb
Fried Goat Cheese	raspberry chipotle aioli.micro arugula
Parmesan Truffle Fries	hand cut potatoes.truffle oil.garlic aioli
Hand Pies	lamb & mushroom / pork belly / chicken & veggie
Beer Battered Cheese Curds	spicy red pepper dipping sauce
Arancini	ham.gruyere.basil
Pub Fries	chorizo.grape tomato.micro cilantro.fontina
Ginger Scallops	edamame salad.umi sauce.black sesame seed
Roasted Chickpeas	herb oil.sea salt.pink peppercorn
Steak Tartare	quail egg.microgreens.sourdough
Buffalo Bites	chicken wings.bleu cheese mousse.pickled carrot & celery
Scallop Fritters	lemon tarragon aioli.spicy marinara
Corn Cakes	avocado salsa.crème fraiche.charred green onions
Ahi Tuna Tacos	wonton skins.ponzu jalapeno sauce
Deviled Eggs	fried oysters.candied bacon
Oyster Shooters	spicy gazpacho.horseradish crème.lemon
Devil on Horseback	medrol dates.lemon basil cream cheese.smokehouse bacon
Beer Cheese Fondue	apples.artichokes.pretzel.duck salami.sourdough
Tempura Asparagus	lemon & ginger wasabi
Crostini's:	herbed goat cheese w/kalamata Tapenade ricotta.pea pesto.prosciutto heirloom tomato.burrata.basil.balsamic drizzle ricotta.local honey.thyme.sea salt
Hempseed Hummus	fresh vegetables.pretzels.garlic oil
Avocado Crab Stack	lumpcrab.housemade guacamole.slaw.salsa verde.crème fraiche
Fried Pickle Spears	spicy aioli
German Soft Pretzel Sticks	spicy mustard.beer cheese fondue
Queso Fundido	tomato.monterrey jack.chiles.tequila.beer bread

# CRAFThouse Urban Kitchen & Tap

## Grilled flatbreads

goat cheese.black mission figs.asparagus

smoked salmon.havarti.crème fraiche

prosciutto.roasted grapes.fresh pecorino

## Soups

French Onion                  Tomato Basil

Country Potato                Clam Chowder

Butternut Squash              Lobster Bisque

## Salads

Black n Bleu                  filet.arugula.cabbage.gorgonzola.heirloom tomato.bleu cheese dressing

Shrimp Watermelon          grilled shrimp.watermelon.onion.arugula.feta.honey lemon vinaigrette

Grilled Peach Chicken        grilled peaches.grilledchicken.burrata.romaine.balsamic vinaigrette

Beet and Arugula              roasted beets.arugula.goat cheese.candied walnuts.lemon oil

Berry Fig                        dried mission figs.strawberries.blueberries.arugula.sugared almonds.vanilla bean vinaigrette

Avocado Boat                 chicken salad or ahi tuna.carrots.celery.housemade ranch or wasabi ginger vinaigrette

Brussel Sprout                 brussel leaves.watercress.pecorino.sea salt.lemon vinaigrette

Kale Confetti                 kale.cabbage.bell peppers.hemp seed.agave.dijon mustard

CRAFThouse                 grilled chicken.romaine.feta.onion.cranberries.bacon.orange balsamic vinaigrette

Chicken Fried                 chicken tenders.romaine.cheddar.bacon.chopped egg.onion.tomato.honey mustard

BLT                                bacon.heirloom tomato.romaine.onion.bleu cheese dressing

Nicoise                         tuna.deviled egg.green beans.tomato.onion.sourdough

Californian                     grilled chicken.cabbage.arugula.goat cheese.avocado.sunflower seeds.bacon vinaigrette

Sesame Salmon                sesame crusted salmon.spinach.bell peppers.onions.tomato.carrot.ginger soy dressing

Ham & Potato                 warm roasted potatoes.ham.gorgonzola.sunny-side up egg.oregano red wine vinaigrette

Chinese Chicken                grilled chicken.cabbage.carrot.mandarin oranges.won ton crisps.orange soy vinaigrette

# CRAFThouse Urban Kitchen & Tap

## Lighter Entrees

Beer Braised Pork Tacos	chimichurri sauce.pickled onion.cojita.cilantro
Rock Shrimp Rolls	potato bun.spicy mayo.chives
Pulled Pork Rolls	potato bun.spicy bbq.orange slaw
Crab cake Rolls	potato bun.orange slaw.herb aioli
Itty Bitty Fishwich	tempura halibut.potato bun.cilantro.jalepano aioli
Country Ham Sandwich	ham.brie.apple.honey mustard.toasted sourdough
Short Rib Sandwich	beer braised.gruyere.caramelized onions.au jus.sourdough
Turkey Club Sandwich	turkey.candied bacon.avocado.arugula.tomato.onion.havarti.pesto aioli
Brawts n Tots	brautwurst.tater tots.beer cheese fondue.green onion
Bangers n Mash	cauliflower mashers.chicken & apple sausage.cranberry chutney
Fish n Chips	beer battered halibut or cod.hand cut fries.house made tarter
Chicken n Waffle Tower	spicy maple drizzle.mustard.fried leeks
CRAFT Dog	all beef frank.venison chili.beer cheese fondue

## Main Entrees

Deconstructed Pot Pie	garlic mashers.grilled chicken.veggie veloute.puff pastry
Sheppard's Pie	garlic mashers.seasoned ground beef.veggies.cheddar cheese
Short Ribs	bourbon sauce.bleu cheese mashers.roasted brussel sprouts
Lemongrass Shrimp	grilled shrimp.lemongrass skewers.garlic mashers
Shrimp Crostini	crab stuffed shrimp.oyster mushroom.polenta cake.sweet jalapeno sauce
Croque Madame	ham.swiss.dijonaise.fried egg.beer cheese fondue
Maple Brined Pork Loin Chops	cheddar grits.cranberry compote
Bleu Steak	filet.bleu cheese crumble.truffle fries.roasted tomatoes
Lobster Mac n Cheese	no explanation needed
Asia Bhan Mi	grilled chicken.carrot.cucumber.cilantro.hoisin dressing
Pan Roasted Salmon	beer braised cabbage.crispy leeks.stone ground mustard

 CRAFThouse   
Urban Kitchen & Tap

Burgers

CRAFT Burger	shiner bock bacon onion jam.cheddar.bbq.mustard
Green Chili	pepper jack.geen chilies.pickled onion.arugula.chipotle mayo
Morning Glory	avocado.fried egg.bacon.cheddar.romaine.tomato.herbed mayo
Old Fashion	cheddar.romaine.tomato.onion.pickle.mustard.ketchup
CRAFT Bleu	bleu cheese.bacon.grilled onion.arugula.mayo

CRAFT Grilled Cheese's

Mean Green	pesto.baby spinach.avacado.mozzarella
CRAFT BLT	bacon.arugula.tomato.pepper jack
Jalapeno Popper	fresh jalapeños.cream cheese.cheddar cheese.bacon
Garlic Goodness	grilled chicken.crispy bacon.baby spinach.garlic mayo.sourdough bread
California Style	avocado.tomatoe.pepper jack.wheat bread
CRAFT ABC	apples.bacon.cheddar.sourdough bread
Margherita	havarti.tomato.basil.italian bread
Gouda Monster	smoked gouda.grilled mushrooms.grilled onion.marble rye
Breakfast	fried egg.tomato.bacon.muenster.french bread
Peppers	roasted red pepper.basil.salami.mozzerrella
Hotness	habanero jack.pears.prosciutto
Hot buffalo	chipotle chicken.monterrey jack & bleu cheese crumble
Spicy Mini Meatball	spicy meatballs with sauce.fontina and provolone.seedy whole grain bread
French Onion	yellow onion.gruyere.freshly ground pepper.sourdough bread

# CRAFThouse Urban Kitchen & Tap

## Desserts

Guinness Ice Cream w/ chocolate covered pretzels  
Maple Bacon Skewers chocolate drizzle. Peanut crunch  
Chipotle Chocolate Tart pistachio brittle. broubon whipped cream  
Strawberry Cream Waffle Sliders  
Chocolate Dipped Waffle Sticks  
Key Lime Buttermilk Pie cinnamon whipped cream  
Buttermilk Panna Cotta persimmon puree. Ginger tuile  
Root beer Float ginger straw

## Sunday Brunch Ideas

CRAFT benedict savory herb waffle. Fried egg. Jalapeno gravy. Candied bacon  
Bacon Jam Biscuits house made biscuits. Fried egg. Bacon onion jam. sausage gravy  
French Toast Stack blueberry maple syrup. Seared pork belly  
Brunch Burger bacon. cheddar. fried egg. avocado. waffle bun. Maple aioli  
Skillet Hash chorizo. Pulled pork. Sweet potato. Caramelized onion. Gouda. Fried egg  
Grits n Gravy cheddar grits stack. Venison chili gravy  
Wild Mushroom Truffle Quiche  
Asparagus White Cheddar Quiche  
Bacon Ham and Cheddar Quiche  
Farmers Quiche tomato. onion. mushroom. bell pepper. Spinach  
House Poutine pulled pork. Scrambled eggs. handcut fries. Beer cheese fondue  
Basil Eggs 2 eggs sunny side up. Fresh basil. Arugula salad. Grapefruit  
Hang town Fry fried oysters. Scrambled eggs. bacon. spinach. caramelized onions. Grilled sourdough  
CRAFT plate 2 eggs anyway. Candied bacon. Blueberry sausage. tater tots  
Shrimp n Grits  
Bacon Egg Oyster Sandwich pickles. Brioche  
House made Granola Parfait seasonal fruit. Local honey  
Avocado Toast grilled sourdough. Fried egg. Roasted tomatoes

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# City of San Marcos

630 East Hopkins  
San Marcos, TX 78666

## Legislation Text

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**File #:** ID#15-437, **Version:** 1

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**AGENDA CAPTION:**

Development Services Report:

1. Zoning for Character Workshops, August 19 & 20

**Meeting date:** July 28, 2015

**Department:** Planning and Development Services

**Funds Required:** n/a

**Account Number:** n/a

**Funds Available:** n/a

**Account Name:** n/a

**CITY COUNCIL GOAL:**

**BACKGROUND:**