City of San Marcos

Regular Meeting Agenda - Final

City Council

Tuesday, August 4, 2020 | **6:00 PM** | **Virtual Meeting**

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

I. Call To Order

II. Roll Call

III. 30 Minute Citizen Comment Period

Persons wishing to participate (speak) during the Citizen Comment portion of the meeting must email citizencomment@sanmarcostx.gov prior to 12:00PM the day of the meeting. A call in number/link will be provided for participation.

PRESENTATIONS

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

CONSENT AGENDA

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

2. Consider approval, by motion, of the following meeting Minutes:
A. June 25, 2020 - Joint Meeting Minutes
B. June 30, 2020 - Budget Workshop Meeting Minutes
C. July 7, 2020 - Work Session Meeting Minutes
D. July 7, 2020 - Regular Meeting Minutes

3. Consider approval of Resolution 2020-144R, approving Change in Service No. 5 to the agreement with Starboard Consulting, LLC relating to the Maximo Work Order System used by the Public Services Department by adding an annual license renewal in the amount of $47,586.30; authorizing the City Manager to execute the appropriate documents to implement the Change in Service; and declaring an effective date.

4. Consider approval of Resolution 2020-145R, rejecting the sole bid received in response to an invitation for bids from E-Z Bel Construction, LLC, for the San Marcos Downtown Accessible Pedestrian Traffic Signal Improvements Project; and declaring an effective

date.

5. Consider approval of Resolution 2020-146R, approving an agreement with Davis Vision for the provision of voluntary vision insurance for City employees in an estimated annual amount of $80,000.00 to be paid by participating employees for an initial four-year term with an option to extend up to three additional two-year terms for a total possible term of ten years; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.

6. Consider approval of Resolution 2020-125R, approving a Change in Service to the agreement with Knight Security Systems, LLC for the provision of professional high technology services, maintenance, and equipment related to security at the San Marcos Police Department in the estimated amount of $216,680.33 through the Texas Comptroller of Public Accounts' Department of Information Resources ("DIR") program; authorizing the City Manager or his designee to execute the appropriate documents to implement the Change in Service on behalf of the City; and declaring an effective date.

7. Consider approval of Resolution 2020-147R, approving the award of a construction contract to Flasher Equipment Company for the Hunter Road Restriping project in the total amount of $183,363.45; authorizing the City Manager or his designee to execute the contract on behalf of the City; and declaring an effective date.

8. Consider approval of Resolution 2020-148R, approving the award of a construction contract to Lone Star Sitework, LLC, for the Wonder World Drive/Hunter Road Intersection Improvements project in the total amount of $529,832.56; authorizing the City Manager or his designee to execute the contract on behalf of the City; and declaring an effective date.

9. Consider approval of Resolution 2020-149R, approving the award of a construction contract to T. Gray Utility and Rehab. Co., LLC for the Wastewater Lift Station No. 28 Rehabilitation project in the total amount of $370,500.00; authorizing the City Manager or his designee to execute the contract on behalf of the City; and declaring an effective date.

10. Consider approval of Resolution 2020-150R, approving Change in Service No. 2 to the Engineering Services agreement with K. Friese and Associates relating to the Midtown Drainage Project to provide additional design, topographic survey, geotechnical laboratory testing and structural engineering services in the estimated amount of $63,577.00; authorizing the City Manager or his designee to execute the appropriate documents to implement the Change in Service; and declaring an effective date.

11. Consider approval of Resolution 2020-151R, approving a Change in Service to the Engineering Services agreement with Chapman Engineering, Inc. related to the Downtown Property Acquisition Project in the amount of $22,900.00 for the installation of monitoring wells, laboratory analysis, and reporting on a chlorinated solvent plume in the vicinity of South Guadalupe; authorizing the City Manager or his designee to execute the documents necessary to implement the Change in Service; and declaring an effective date.

12. Consider approval of Resolution 2020-152R, approving a project partnership agreement with the U.S. Department of the Army (Corps of Engineers) for the San Marcos River Section 206 Aquatic Ecosystem Restoration Project; authorizing the City Manager, or his

designee, to execute said easement on behalf of the City; and declaring an effective date.

13. Consider approval of Resolution 2020-153R, awarding contracts related to the San Marcos Public Library renovation project to fund Phase 1 of the Furniture, Fixtures and Equipment (FFE) for the Library to Library Interiors of Texas through the Choice Partners Cooperative in the amount of $51,803.24 and McCoy Rockford through the Comptroller's Texas Multiple Award Schedule Program in the amount of $28,013.92; authorizing the City Manager or his designee to execute the agreements on behalf of the City; and declaring effective date.

14. Consider approval of Resolution 2020-154R, approving an Interlocal Agreement with the San Marcos Consolidated Independent School District (SMCISD) for the City's provision of Police Officers to the School District to serve as School Resource Officers; authorizing the City Manager, or his designee, to execute said agreement on behalf of the City; and declaring an effective date.

15. Consider approval of Resolution 2020-155R, approving a Change in Service to the agreement between the City and Axon Enterprises Inc. relating to the Police Video Upgrade Project to increase the contract in the amount of $180,002.01 for additional equipment, and annual software maintenance, hosting and plan fees; authorizing the City Manager or his designee to execute the appropriate documents to implement the Change in Service; and declaring an effective date.

16. Consider approval of Resolution 2020-156R, awarding an Indefinite Delivery Indefinite Quantity (IDIQ) Agreement for plumbing services to Premier Comfort Service Company, Inc, as the primary provider of plumbing services, and TCS Mechanical, LLC, as the secondary provider of plumbing services, to provide plumbing maintenance services on an as-needed basis for City facilities in the estimated annual amount of $200,000 and authorizing three additional one-year renewals for a total estimated contract price of $800,000; authorizing the City Manager or his designee to execute the contract documents on behalf of the City; and declaring effective date.

17. Consider approval of Resolution 2020-157R, approving an Election Services Agreement with the Hays County Elections Administrator for the provision of Election Services for the City's General and Special Election to be held on November 3, 2020 and, if necessary, a Runoff Election to be held in accordance with State law; authorizing the Interim City Clerk to execute the agreement on behalf of the City; and declaring an effective date.

18. Consider approval of Resolution 2020-158R, approving a Joint Election Agreement between the City of San Marcos and Hays County for the holding of a joint election to be held on November 3, 2020; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.

PUBLIC HEARINGS

Persons wishing to participate (speak) during the Public Hearing portion of the meeting must email citizencomment@sanmarcostx.gov prior to 12:00PM the day of the meeting. A call in number/link will be provided for participation.

19. Receive a Staff presentation and hold a Public Hearing to receive comments for or against

Ordinance 2020-48, annexing into the City approximately 10.1073 acres of land generally located at South Old Bastrop Highway and Rattler Road, including procedural provisions; and providing an effective date; and consider approval of Ordinance 2020-48, on the first of two readings.

20. Receive a Staff Presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-49, amending the Official Zoning Map of the City by rezoning approximately 10.1073 acres of land, generally located at the northern corner of South Old Bastrop Highway and Rattler Road, from “FD” Future Development District to “CD-5” Character District-5 District; and including procedural provisions; and consider approval of Ordinance 2020-49 on the first of two readings.

21. Receive a Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-50, annexing into the City approximately 83.291 acres of land located at 2519 Redwood Road; including procedural provisions; and providing an effective date; and consider approval of Ordinance 2020-50, on the first of two readings.

22. Receive a Staff Presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-51, amending the Official Zoning Map of the City by rezoning approximately 80 acres of land located at 2519 Redwood Road, from “FD” Future Development District to “SF-6” Single Family-6 District; and including procedural provisions; and consider approval of Ordinance 2020-51 on the first of two readings.

NON-CONSENT AGENDA

23. Consider approval of Ordinance 2020-52, on first and final reading, ordering a General Election to be held on November 3, 2020 for the purpose of electing a Mayor, City Council Member, Place Three, City Council Member, Place Four, and ordering a Special Election to fill a vacancy for the one year remainder of the unexpired term of office of City Council Member Place Five to be conducted concurrently with the General Election; making provisions for conducting the election; declaring an emergency creating the need to adopt this ordinance with only one reading; and providing an effective date.

24. Consider approval of Ordinance 2020-53, on the first of two readings, appointing a Presiding Judge for the San Marcos Municipal Court of Record for a term of two years; and providing an effective date.

25. Consider approval of Ordinance 2020-54, on the first of two readings,amending section 78.103 of the San Marcos City Code to modify the amounts of additional fees to be assessed and paid on delinquent hotel occupancy taxes and to provide for a one percent discount against the amount of taxes due when timely paid; providing a savings clause; providing for the repeal of any conflicting provisions; and declaring an effective date.

26. Consider approval of Ordinance 2020-55, on the first of two readings, amending the City’s 2019-2020 Fiscal Year Budget to allocate $148,250.00 from the Municipal Court Technology Fund to provide funding for an updated Municipal Court Case Management System and expansion of the City’s Ticket Writing System; and declaring an effective date.

27. Consider approval of Resolution 2020-159R, approving an agreement with Vertosoft LLC

through the Interlocal Purchasing System ("TIPS") for the purchase of the LT Court Software System for the San Marcos Municipal Court in the initial amount of $95,000.00 for the integration, installation and one year of maintenance and authorizing four additional years of maintenance at a cost of $20,000.00 per year for a total contract amount of $175,000.00; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.

28. Consider approval of Resolution 2020-160R, approving Change in Service No. 5 to the agreement with Tyler Technologies, Inc. for expansion of the Brazos eCitation Ticketwriter system in the amount of $79,977.00 and authorizing approve four additional annual renewals in the amount of $36,032.00; authorizing the City Manager or his designee to execute the appropriate documents to implement the Change in Service; and declaring an effective date.

29. Consider approval of Resolution 2020-161R, adopting the Community Development Block Grant (CDBG) Action Plan that provides for the allocation of $722,904 of CDBG entitlement funds for the program year 2020-2021; authorizing the City Manager, or his designee, to act as the Official Representative of the City in matters related to the CDBG Program and Action Plan; and declaring an effective date.

30. Consider approval of Resolution 2020-162R, amending the Community Development Block Grant (CDBG) Action Plan for program year 2019-2020 adopted by Resolution No. 2019-121R to reallocate $125,000 from the Paul Pena Park Project to a new program for Substandard Home Demolition; authorizing the City Manager, or his designee, to act as the Official Representative of the City in matters related to the CDBG-DR Program and Action Plan; and declaring an effective date.

31. Consider approval of Resolution 2020-163R, amending the Community Development Block Grant (CDBG) Action Plan for program year 2019-2020 adopted by Resolution No. 2019-121R to award $105,530.00 to Hays County to increase or improve COVID-19 testing in the City of San Marcos, authorizing the City Manager, or designee, to act as the Official Representative of the City in matters related to the CDBG Program and Action Plan, and declaring an effective date.

32. Consider approval of Resolution 2020-164R, providing no objection to the submission of an application for low income housing tax credits to the Texas Department of Housing and Community Affairs for the proposed Redwood Multifamily Housing Project located in the 1600 block of Redwood Road, approving findings related to the application, imposing conditions for such non-objection, including the requirement that the applicant make an annual payment in lieu of taxes, providing authorizations for execution or submission of documents related to the application and for execution of an agreement for the annual payment in lieu of taxes, and declaring an effective date.

33. Consider approval of Resolution 2020-165R, approving an agreement for the provision of services in connection with the proposed owner requested annexation of approximately 89.694 acres of land generally located west of the intersection of Old Ranch Road 12 and Wonder World Drive; authorizing the City Manager, or his designee, to execute said agreement on behalf of the City; setting a date for a Public Hearing concerning the

proposed annexation of said tract of land; and declaring an effective date.

34. Discuss and consider appointment(s) to fill vacancies on the following Boards and Commissions, and provide direction to staff:
A) Airport Advisory Board
B) Human Services Advisory Board
C) Parks and Recreation Advisory Board
D) Veteran Affairs Advisory Committee

EXECUTIVE SESSION (if necessary)

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

35. Executive Session in accordance with the following Government Code Sections:
A. Section § 551.072 - Real Property: to receive a staff briefing and deliberation regarding the following:
1. Acquisition of property in Downtown San Marcos for public use
2. Acquisition of property for the Uhland Road CDBG-DR Project
B. Section §551.071 - Consultation with Attorney regarding: Legal considerations regarding the following:
1. Acquisition of property in Downtown San Marcos for public use
2. Acquisition of property for the Uhland Road CDBG-DR Project

ACTION/DIRECTION PROVIDED DURING EXECUTIVE SESSION

36. Consider action, by motion, regarding the following Executive Session items held during the Work Session and/or Regular Meeting:
A. Section § 551.072 - Real Property: to receive a staff briefing and deliberation regarding the following:
1. Acquisition of property in Downtown San Marcos for public use
2. Acquisition of property for the Uhland Road CDBG-DR Project
B. Section §551.071 - Consultation with Attorney regarding: Legal considerations regarding the following:
1. Acquisition of property in Downtown San Marcos for public use
2. Acquisition of property for the Uhland Road CDBG-DR Project

IV. Adjournment.

POSTED ON WEDNESDAY, JULY 29, 2020 @ 2:00PM

TAMMY K. COOK, INTERIM CITY CLERK

Notice of Assistance at the Public Meetings

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

File #: ID#20-472, **Version:** 1

AGENDA CAPTION:
Receive status reports and updates on response to COVID-19 pandemic; hold council discussion, and provide direction to Staff.
Meeting date: August 4, 2020

Department: City Manager's Office

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

Fiscal Note:

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

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

Choose an item.

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

☐ Parks, Public Spaces & Facilities - Choose an item.

☐ Transportation - Choose an item.

☒ Core Services

☐ Not Applicable

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

Choose an item.

Background Information:

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Click or tap here to enter text.

SANMARCOS

City of San Marcos

City Council Meeting

August 4, 2020

SANMARCOS

Status Report
Item 1

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

SAN MARCOS

Known Cases – as of July 31

- **>4.6 million U.S. cases with more than 154,000 fatalities. (More than 47,500 new cases since yesterday)**

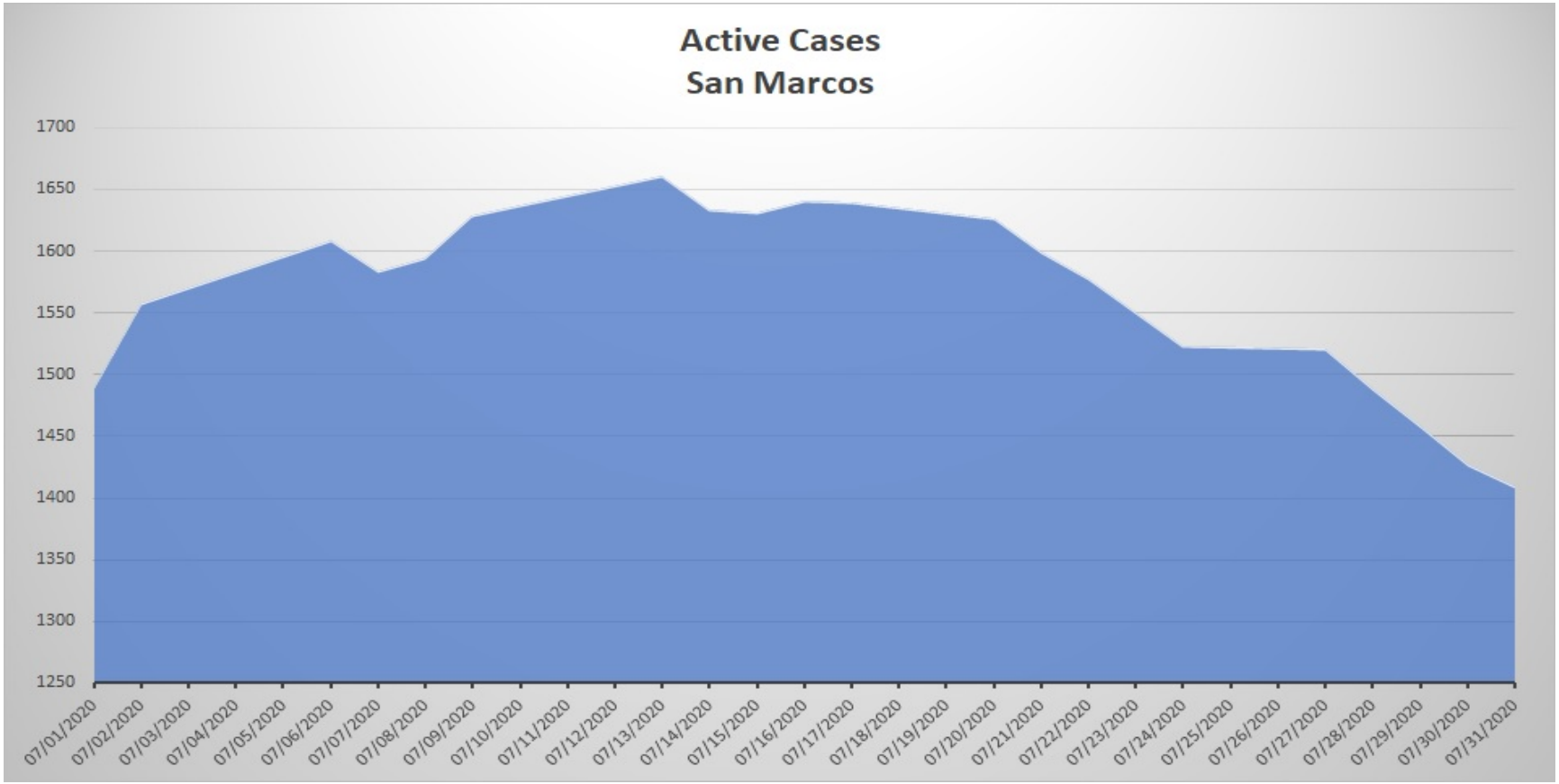
  **source: Center for Disease Control and Prevention*

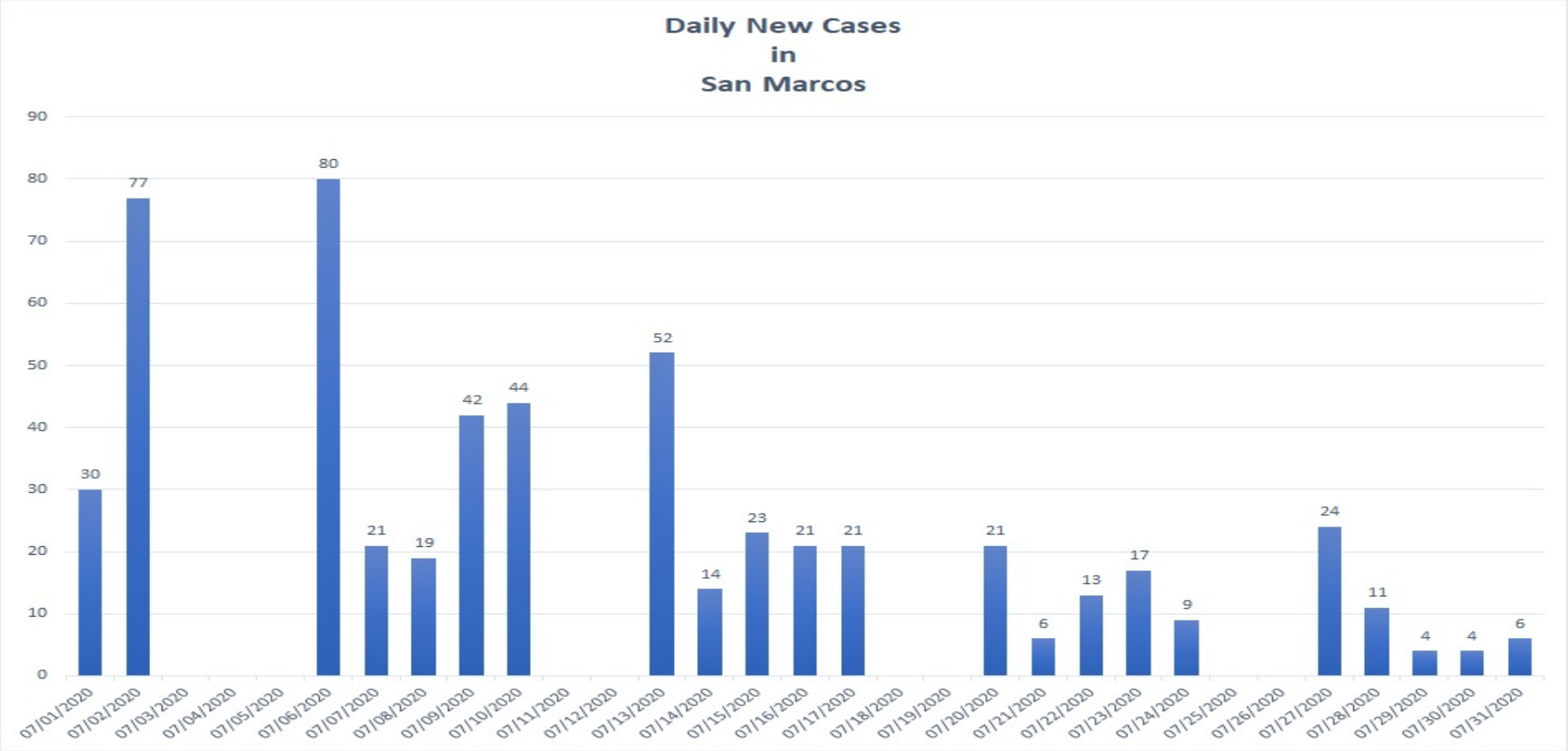
- **>430,000 (141,000 active) cases in 250 Texas counties with 6,837 fatalities**

  **source: Texas Department of State Health Services*

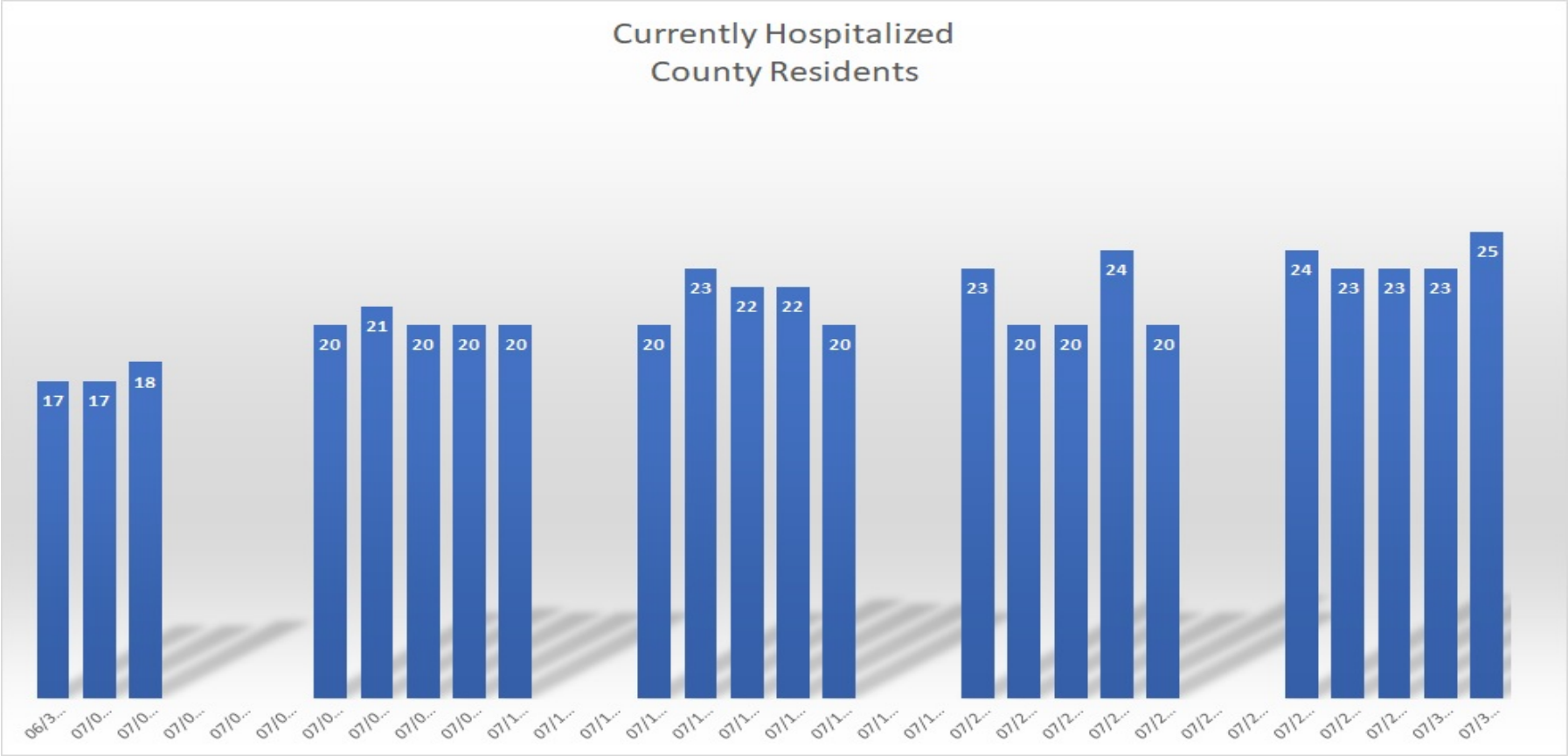
- **4,315 in Hays County with 28 fatalities (2,861 active and 1,426 recovered)**
  - 1,409 active and 753 recovered in San Marcos (16 fatalities)
  - 105 cases have required hospitalization, 25 current

  **source: Hays County Health Department*


Active Cases
San Marcos
1700
1650
1600
1550
1500
1450
1400
1350
1300
1250
07/01/2020
07/02/2020
07/03/2020
07/04/2020
07/05/2020
07/06/2020
07/07/2020
07/08/2020
07/09/2020
07/10/2020
07/11/2020
07/12/2020
07/13/2020
07/14/2020
07/15/2020
07/16/2020
07/17/2020
07/18/2020
07/19/2020
07/20/2020
07/21/2020
07/22/2020
07/23/2020
07/24/2020
07/25/2020
07/26/2020
07/27/2020
07/28/2020
07/29/2020
07/30/2020
07/31/2020


Daily New Cases
in
San Marcos
90
80
70
60
50
40
30
20
10
0
30
77
80
21
19
42
44
52
14
23
21
21
21
6
13
17
9
24
11
4
4
6
07/01/2020
07/02/2020
07/03/2020
07/04/2020
07/05/2020
07/06/2020
07/07/2020
07/08/2020
07/09/2020
07/10/2020
07/11/2020
07/12/2020
07/13/2020
07/14/2020
07/15/2020
07/16/2020
07/17/2020
07/18/2020
07/19/2020
07/20/2020
07/21/2020
07/22/2020
07/23/2020
07/24/2020
07/25/2020
07/26/2020
07/27/2020
07/28/2020
07/29/2020
07/30/2020
07/31/2020

SAN MARCOS


Currently Hospitalized
County Residents
17
17
18
20
21
20
20
20
20
23
22
22
20
23
20
20
24
20
24
23
23
23
25
06/3...
07/0...
07/0...
07/0...
07/0...
07/0...
07/0...
07/0...
07/0...
07/0...
07/1...
07/1...
07/1...
07/1...
07/1...
07/1...
07/1...
07/1...
07/1...
07/1...
07/1...
07/2...
07/2...
07/2...
07/2...
07/2...
07/2...
07/2...
07/2...
07/2...
07/2...
07/2...
07/3...
07/3...

Updates to Governor Abbott's Actions

- **July 27: Extends Early Voting Period For November 3rd Election**
  - Early voting by personal appearance will begin on Tuesday, October 13, 2020, and continues through Friday, October 30, 2020
  - Expands the period in which marked mail-in ballots may be delivered in person

- **July 31: Statement On School Re-Openings**
  - "The authority to decide how schools will safely open this year, again, lies with local school boards. It can be with students in schools, it can be through remote learning, or a combination of the two. In making that decision, school boards have the ability to base their decisions on advice and recommendations by local public health authorities but are not bound by those recommendations."

SANMARCOS

Testing Overview

- **25,878 tests administered county wide**
  - 21,521 negative (83.2%)
  - 4,315 confirmed (16.7%)
  - 42 pending
- **County free testing – Live Oak Clinic on Broadway**
  - CDBG-CV grant application in process to enhance these services
- **Past TDEM testing sites – Nearly 5,000 tests completed county-wide**

Upcoming considerations

- **City re-opening plan**
- **Commercial sewer surcharge fee**
  - Slides to follow – Tom Taggart

SANMARCOS

Purpose

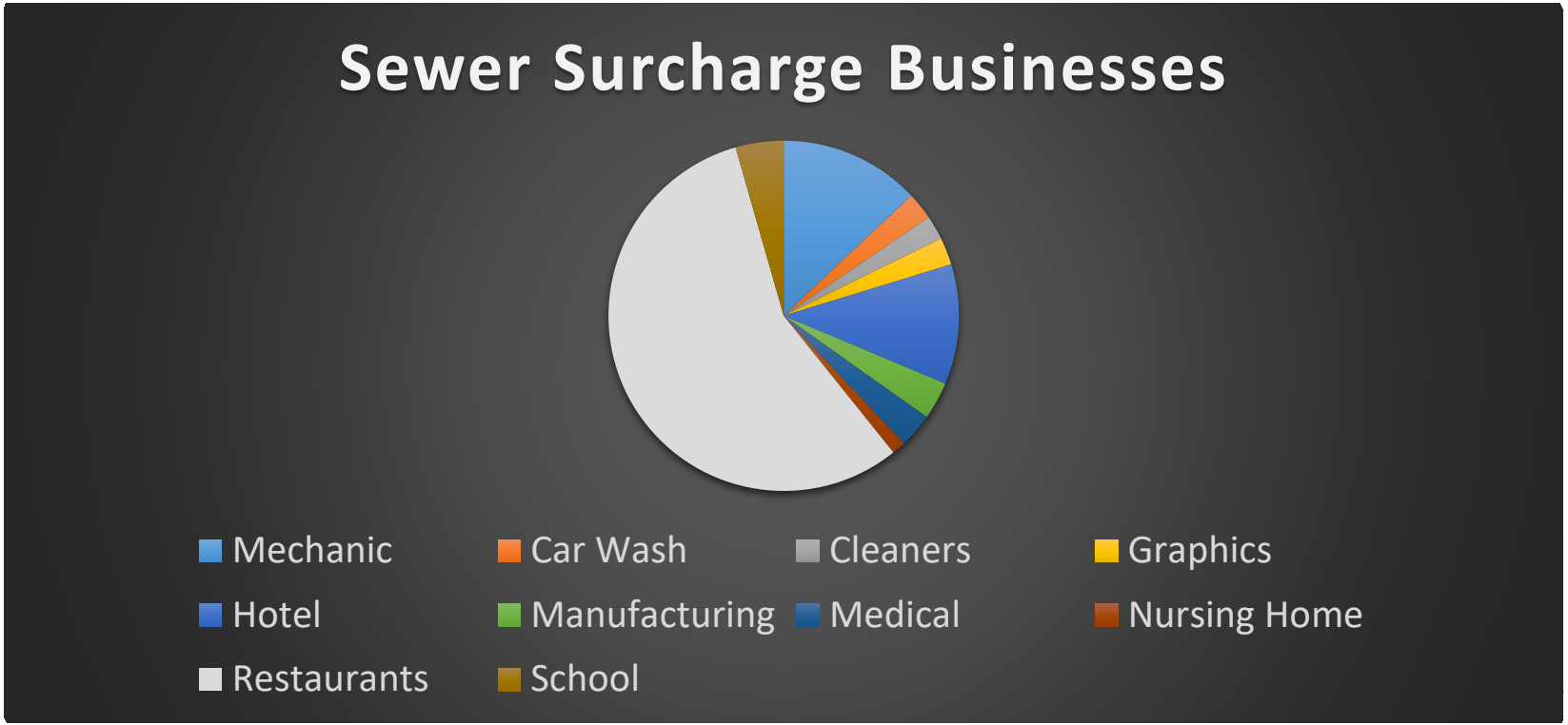
- **To provide sewer surcharge fee relief for commercial customers affected by the COVID emergency orders:**
  - Provide tiered reimbursement based on decreased water usage
  - Assess a temporary flat monthly fee based on decreased water usage

SAN MARCOS

Relevant Orders

- **March 19 (statewide)** – Avoid social gatherings in groups of more than 10; avoid eating or drinking at bars/restaurants or visiting gyms; closes schools
- **March 26 (Hays County)**– "Stay at Home, Work Safe' Order goes into effect; only essential activities and businesses allowed
  - **March 31 (statewide)** – similar Governor's order is issued
- **April 27, May 18, June 3 (statewide)** – Phased re-opening plans announced
- **June 26 (statewide)** – Reinstituted 50% occupancy limit for businesses, with some exceptions; bars and tubing services closed

What type of Businesses Pay Sewer Surcharge?



SAN MARCOS

Emergency Order Effects

- From March 26, 2020 to present, businesses in San Marcos have been adversely affected by emergency orders yet continue to pay Sewer Surcharge Fees based upon normal operating conditions.
- When a business is closed or operating at a reduced capacity, it discharges a lower wastewater volume than when the surcharge fee was assessed and potentially has a lower contaminant level (COD).
- By utilizing the water usage of the businesses during the shutdown, a new temporary flat fee can be assessed for businesses. The new temporary flat fee will be applied retroactively from 3/26/20 to the customer's monthly bill until the following occurs: (1) all relevant emergency orders are rescinded and business operations are no longer restricted; or (2) a new sampling event is conducted by the City's Water Quality Services Section to determine a new fee.

SAN MARCOS

Data Analysis Timeline

- As water usage for each account is metered and billed monthly after the fact, the needed consumption data to assess the effects of the shutdown and restriction orders lags by 45 to 60 days.
- The data was available in mid-June to have confidence in the determination of actual impact to individual businesses under the emergency orders.
- The analysis and policy formulation on appropriate relief was conducted June and July.

SANMARCOS

How is the water reduction percentage determined?

- Averaged the monthly water usage from March 2019 – February 2020 with help from Utility Billing
- Compared this average with actual water usage by customer during the month of May 2020

Water Reduction Tiers	Total Businesses	Current Fee Reduced by
30 - 49% Decrease in Water Usage	49	30%
50 - 74% Decrease in Water Usage	57	50%
75% Decrease in Water Usage	48	75%
TOTAL	154	

SANMARCOS

Example of Temporary Flat Fee Assessment

Homer's Doughnuts:

- Current Surcharge fee = $100/month;
- Homer's Doughnuts water usage dropped from 20,000 gal avg. to 2,500 gal for April 2020 and 4,000 gal in May 2020. Since the water usage is >75% decrease, the temporary discounted surcharge monthly fee will be $25.

SANMARCOS

Projected Cost of Reimbursement Per Month

Discount Tiers	Total Businesses	Current Surcharge Collected	Monthly Reimbursement Cost
30 - 49% Decrease in Water Usage	49	$10,008.72	**-$3,002.62**
50 - 74% Decrease in Water Usage	57	$14,459.45	**-$7,229.73**
75% Decrease in Water Usage	48	$16,634.45	**-$12,475.83**
TOTAL	154	$41,102.62	**-$22,708.18**

Helpful community links

- http://www.sanmarcostx.gov/covid19info
- http://haysinformed.com/health-update/
- https://hayscountytx.com/covid-19-information-for-hays-county-residents/
- https://www.txstate.edu/coronavirus
- https://www.smcisd.net/
- https://www.dshs.texas.gov/coronavirus/
- https://sanmarcostexas.com/

City of San Marcos

630 East Hopkins
San Marcos, TX 78666

Legislation Text

File #: ID#20-457, **Version:** 1

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

A. June 25, 2020 - Joint Meeting Minutes

B. June 30, 2020 - Budget Workshop Meeting Minutes

C. July 7, 2020 - Work Session Meeting Minutes

D. July 7, 2020 - Regular Meeting Minutes

Meeting date: 8/4/2020

Department: City Clerk

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

Fiscal Note:

Prior Council Action: Approval of Previous Meeting Minutes

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

Choose an item.

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

☐ Economic Development Choose an item.

☐ Environment & Resource Protection Choose an item.

☐ Land Use Choose an item.

☐ Neighborhoods & Housing Choose an item.

☐ Parks, Public Spaces & Facilities Choose an item.

☐ Transportation Choose an item.

☒ Not Applicable

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

Choose an item.

Background Information:

The following minutes are attached for review:

A. June 25, 2020 - Joint Meeting Minutes

B. June 30, 2020 - Budget Workshop Meeting Minutes

C. July 7, 2020 - Work Session Meeting Minutes

D. July 7, 2020 - Regular Meeting Minutes

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

Alternatives:

Recommendation: Approve Minutes as attached

City of San Marcos

Meeting Minutes
City Council/Planning & Zoning Commission

Thursday, June 25, 2020 **6:30 PM** **Joint City Council/P&Z Design Guideline Meeting**

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

I. Call To Order

With a quorum present, the joint workshop meeting of the San Marcos City Council and Planning and Zoning Commission was called to order by Mayor Hughson at 6:30 p.m. Thursday, June 25, 2020. The meeting was held virtually.

II. Roll Call

Council Members Present: 6 - Council Member Melissa Derrick, Mayor Jane Hughson, Mayor Pro Tem Ed Mihalkanin, Deputy Mayor Pro Tem Mark Rockeymoore, Council Member Maxfield Baker, Council Member Saul Gonzales, William Agnew,

Council Members Absent: 1 - Council Member Joca Marquez and Mike Dillon

Commission Members Present: 8 - William Agnew, Mark Gleason, Matthew Haverland, Travis Kelsey, Kate McCarty, Gabrielle Moore, Betseygail Rand and Griffin Spell

Commission Members Absent: 1 - Mike Dillon

PRESENTATIONS

1. Receive a presentation from Staff and project consultants, Winter and Company, on the update to the downtown design guidelines; and provide direction to Staff.

Bert Lumbreras, City Manager, provided a brief introduction on the downtown design guidelines and standards. He mentioned that in 2012, the City contracted with Winter and Company to develop and adopt downtown design guidelines and architectural standards to regulate the look and feel of new buildings in the downtown area. Earlier this year, City Council provided direction to update those standards under the guidance of the previous consultants, Winter and Company. This presentation will address design issues, create new graphics to clearly illustrate the standards and the guidelines, and will tailor those standards to different contexts and areas within the downtown. Mr. Lumbreras mentioned that the city has been working to collect initial community feedback on the existing downtown standards by hosting 3 virtual focus group meetings and conducting an initial kickoff survey that was offered in English and Spanish and received approximately 550 responses from the

community.

Mr. Lumbreras introduced Andrea Villalobos, Senior Planner, with the Planning and Development Services Department to lead the presentation.

Ms. Villalobos explained that the purpose of the presentation is provide information to City Council and the Planning and Zoning Commission (P&Z). Items to be discussed include the following:
1. Review the project background and scope.
2. Present initial community feedback regarding design issues and successes
3. Explain initial approach for key design topics
4. Gather input from City Council members and Commissioners regarding the design topics and design contexts
5. Explain next steps for the project and the next opportunity for community input

Ms. Villalobos introduced Nore Winter and Marcia Boyle of Winter and Company. Mr. Winter, President with Winter & Company stated 2012 they developed the Downtown Design Guidelines and Architectural Standards. These were built on top of recently adopted Smartcode (at that time) for downtown which focused on some basic building forms that established the basic shape and volume that was permitted in a range of building types. At the time, the City wanted to add a layer of context sensitive design standards that began to recognize that within the downtown district there are actually sub-areas where different approaches to design would be thought to be appropriate. That was a key part of the project in 2012. There were supplements to the code and a complementary design guidelines document intended to help in interpreting those standards and also when considering alternative compliance options.

Mr. Winter stated in 2018 standards carried over into the new development code, and Appendix A of the Design Manual and noted the map with the areas of different Design Contexts shown. He noted different strategies for height and massing and general design character were refined for those different sub-areas. That served as the starting point for the revisions that occurred in 2018. The city brought forward some of those standards into the new Land Development Code and expanded the range in which some of those standards applied particularly for some of those related to varied massing.

The design guidelines that have been written specifically for downtown were added to a more comprehensive design manual that includes guidelines for

historic preservation as well as for some other design areas within the city. Those are the ones that are currently used when reviewing new development in the downtown area. Mr. Winter stated that their work this year was to focus on the 2020 update and to look more closely at the issues that have been identified by the community based on concerns about some of the more recent developments, some of which has been considered to be successful and others that have raised issues, particularly about compatibility and how they reflected the character of San Marcos.

Focus of 2020 update:

• Include new standards to address design issues identified by the community
• Incorporation of new graphics to clearly illustrate the standards and guidelines
• Tailor standards and guidelines to various contexts within downtown

The key topics to be addressed include:
• Massing of larger buildings to promote compatibility with traditional downtown scale
• Articulation of facades
• Building materials
• Street level design that promotes a sense of place and activates the public realm
• Transitions from high density zones to sensitive edges

Marcia Boyle, with Winter & Company, highlighted the feedback received from the community. They met with the Historic Preservation Commission, Heritage Association, Main Street Advisory Board, Downtown Design Task Force and Downtown Association Board.

Ms. Boyle stated the feedback was similar at all three meetings plus the input from the community and the big ideas that came from these meetings include: Design excellence, Sense of place (design for San Marcos specifically), Four sided design, Visual continuity, Balancing old and new and responding to "context".

The detailed observations feedback included the following: Buildings are too long and monolithic, Parking opinions ranged from too much parking to too little, parking to parking not in the right locations, the scale of new buildings is too large - out of scale with existing buildings, views of the skyline are obstructed by new buildings, and lastly outdoor dining spaces are crucial.

Ms. Boyle shared the online survey results that was open for approximately one month in both English and Spanish. There were 549 responses. Outreach included Social Media, Press Releases, Webpage, Focus groups, and Downtown permit contacts.

The survey had the following questions:
Demographics showed that respondent were:
residents-69%, Texas State Student 8%, architects 1%, Developers 1%, San Marcos business owners 7%, and none or more than one of any of these categories 12%.

Trends the survey asked - How do you feel about the current trends in the scale of new buildings in the downtown area?
34% said very inappropriate, 31% said somewhat inappropriate, 11% said very appropriate, 17% somewhat appropriate and 7% were neutral.

Successful Projects the survey asked - What recent development projects downtown have had successful designs?
The top 10 responses include none (59), Cheatham Street Flats (21), The Local (14), Industry (11), Frost Bank Building Renovation (10), Old Justice Building on Guadalupe St Renovation (10), CM Allen Parkway / Riverfront Design (9), Aquabrew (7), Gumby's (6), and The View (6).

Design Issues the survey asked - What, if any, design issues related to building design do you see downtown?
The top 10 responses include the need for a consistent design (88), new buildings are too tall (84), scale/size (too large for downtown) (48), disruption of views and skyline (30), parking, materials and color (28), student apartments are an issue (26), traffic impacts of new construction (14), retaining and reusing historic buildings (10), and density is too high (9).

Other topics the survey asked - If there are any other building design topics you believe should be addressed in this project?
The top 10 responses include: maintain historic character, (31) parking, (30) sustainable building and site design, (19) building height, (18) pedestrian and bicycle friendly, (15) new building design, (15) green space/required landscaping, (12) prohibiting additional high rise apartments, (11) landscaping with sustainable, native plants, xeriscaping, (11) and infrastructure improvements (10).

Favorite attributes the survey asked - As you walk downtown, what are some of your favorite attributes?
The top 10 responses include: landscape beautification (78), shade/mature trees, shaded sidewalks (76), historic buildings (restored) and features (53), sidewalks and bike lane/paths (51), lively street scenes, including outdoor dining (47), small businesses/local feel/diversity in businesses (33), window shopping (31), courthouse and its lawn (25), murals and art (21).

The similar big ideas that came from both the focus groups and online survey include:
• Visual continuity and designs that are compatible with one another
• Preserving and reusing historic buildings, and designing new buildings to be compatible with historic buildings
• Maintaining the San Marcos identity and character
• Addressing key topics including height, views, materials, sustainability, parking

Mr. Winter continued the presentation to discuss the following design topics & analysis:
Massing - Existing guidelines are brief and high level and provide some additional detail but focus only on varied upper floor massing. Potential updates will include additional information and examples of how to apply varied building massing options and this will include options beyond varied upper floor massing. After a brief discussion by Council and Commissioners, the consensus was to include various massing with more detail such as the examples provided.

Commissioner Moore noted that buildings like this couldn't be built today because of the parking requirements. She believes that we need to lower our parking requirements and ask people to walk to where they need to go. Given that, how can we recreate this nostalgic area like we want? Mr. Winter said we may not see buildings such as those we have now, but we can learn from them. Most of those buildings were on narrow lot widths but the architecture can be translated to a larger building. It is true that parking is an elephant in the room for any downtown there is a transitional point of deciding to adjust parking ratios, it may affect the scale of the building, but from an architectural standpoint is not an important design guideline and we can address it. A storefront can wrap around the parking. For a parking level, there are other ways to make it interesting. That's why the issue of four-sided design is so interesting. People had commented on the blank walls along alleys that now we want people to walk there. Enhancing the pedestrian level will help support

revised parking policies. He can write a memo of related actions what will be outside of the scope of this project. He can anticipate how to make any parking facility more supportive of a walking environment.

Mayor Pro Tem Mihalkanin expressed his concern with design and rules of development and how these design standards will incentivize development. We have buildings that are fairly tall. What would stop a developer from buying one side of the square and that is now a lot of increased lot sizes. A large amount of buildings are being torn down and built with a new structure. Is there anything in the rules that would encourage that? In new designs we there is shopping, second floor is sometimes business, and higher floors are residential. In order to do this you are talking about increasing the square footage of these buildings. Mr. Winter noted that a mix of uses adds to the vitality of the area. The code permits a range of building types, including the mixed use building form and this is what we see most. There might be some places that emphasizes townhomes or apartments exclusively and that could be part of what we should talk about.

Mayor Hughson asked how are we going to maintain the historic look? If someone wants to build something we want to ensure that the block looks similar to the other blocks, consensus was to ensure the historic look continues. Mr. Winter responded that knowing this desire is helpful, and does relate more to articulation. Commissioner Gleason spoke on rear massing and the alleyways and concern as they are near residential areas. We need to ensure the rear side of buildings is attractive. Council and the Commission agreed that we want new buildings to look similar to the existing historic buildings.

Articulation - Existing guidelines are brief and do not provide visual examples on how to accomplish the expression types. The standards expand on the expression tools noted in the guidelines but are limited in how to articulate. Potential updates will expand on the existing list of expression tools and provide further examples in how to effectively and authentically articulate a building.

Commissioner Spell noted that there are no visual examples in the old code. Mr. Winter responded that visual examples were not part of the format of that code. Mr. Spell stated that at the recent Real Places conference, it was noted that when the planning documents include visual examples of what a community wants such as articulation, height variation, massing, and setbacks, there is a better understanding of the concepts. Mr. Winter noted that the new code allows for it and visual examples will be provided.

Council Member Derrick inquired about recent legislative action regarding regulation of building materials outside of the Downtown Historic District and that we still need design standards for anything that touches or abuts the historic district. Regardless of the type of material used, she would like to keep the decorative features included in the design standards as a preference.

Mr. Winter said he was glad this topic was raised as everyone is still looking at what the limits will be. What is shown as suggestions that address how materials are used for a final effect, not which materials will be used. Consensus of the Council and Commission is to ensure the historic look continues throughout downtown with use of articulation.

Building Materials
Mr. Winter said building materials are not currently addressed in the design guidelines. Design standards provide some information but focus on the "durable building material area," not materials applied to the full building. Potential updates were mentioned and examples of what the community would like to see were shown and could be included in the final report, even if it is in an advisory section; if they can be regulated is still a question.

Mayor Hughson asked Mr. Aguirre, Assistant City Attorney, to review the recent legislation. He noted that in a Historic District, the city can still regulate the building materials by a Certificate of Appropriateness, however elsewhere in the City you cannot regulate them other than through building codes. Some municipalities incentivize builders to use certain materials.

Council MemberDerrick noted that since still we have the ability to dictate what is used in our downtown area, she would like us to focus on what has been used downtown and have that codified rather than have then as design standards. We will need to have separate codes for historic downtown and another for sections that out as we move away from the historic square.

Commissioner Moore asked if are there any materials that we are trying de-incentivize? Mayor Hughson noted that there are some materials in use in our city that are not durable over time.

Commissioner Gleason said he is want to ensure out design standards are met, but any material used must be durable.It was noted that some materials that aren't as durable as others can be crafted to look like historic scoring and/or fine detail and therefore could be used in certain areas where durability is less

of an issue. Mr. Winter noted he could include this. Council and Commission consensus was to ensure that building materials are durable as possible and reflect San Marcos historical buildings.

Street Level Design - Mr. Winter noted that existing guidelines include elements of street level design, but do not address it specifically. The standards for street level activation provide for a level of transparency and they do limit the amount of blank wall. They reference the limited variations of articulation.

Potential Updates would include guidelines and standards that expand on current standards and provide further options for how to activate a street level including different surface treatments, creating a sense of scale, and providing visual interest, all of which is intended to promote pedestrian activity. It can apply to a garage or parking structure wall or an alley edge.

Mayor Hughson asked about newer standards, transparency, and storefronts that are all glass. Mr. Winter noted that traditional storefronts had a 12" or so base below the glass. To tie into design traditions we will need a base for the glass, even if it is a line on a full glass storefront that provides the concept of a base.

Mayor Pro Tem Mihalkanin noted that the building that previously housed the County Clerk Office (at the corner of W Hopkins and N Guadalupe) has a blank wall on the Hopkins side and only one street level exit. He suggests that type of design no longer be allowed.

Mayor Hughson asked what can be done on a blank wall? Mr. Winter noted the options on the slide that show display windows, display cases, canopies and awnings, wall art, planters and landscaping. Any of these can be used as a retrofit not on just new construction.

Commissioner Spell noted that awnings can create shade and it is important in summer especially when you are trying to promote walking. We need to promote shade from trees and awnings.

Commissioner Rand stated that open doors and accessibility are best, but she does like murals and does not want to limit an artist's design.

Commissioner Moore agrees with the comments about murals and awnings and would like deeper awnings and street trees, we are focusing on bottom floor retail but it may be better to have more residential units downtown.

Commissioner Gleason is not a fan of the long windows and we should have some type of textured siding on the building.
Commissioner Kelsey supports street level design. He notes the bottom floor of the former CVS building has the look of windows with some art. It is a good solution for an existing blank wall. This is exactly what we are stated we want.

Commissioner Gleason inquired that blank walls do allow some flexibility and sometimes there is some purpose for these such as utilities or air conditioning units so we need to ensure they are attractive.

Council and Commission provided consensus that we do not want blank walls if possible. Solutions when a blank wall is needed by the business (or already exists) that includes options of display windows, display cases, canopies and awnings, wall art, planters and landscaping. Also, consensus to not have any blank walks but also not full glass across the entire front. When glass is present, have a base. Awnings are desired as long as they are deep enough to provide shade, not just decorative

Transitions - Mr. Winter noted that the existing guidelines state where a neighborhood transition is needed, it is just stepping down the height of the building and we need more. Updated design guidelines and standards will expand on the current design guidelines information to explain how to effectively transition along sensitive edges and sensitive properties such as historic landmarks.

Council Member Derrick noted that The Vistas apartments is the best example of making their building fit into the edge of the historic area. While the height is large and massing is border line excessive, the breakup of the front wall with multiple recesses, the color scheme, the visible hipped roof and towers recall historic design of the 19th and 20th century structures surrounding it.

Council Member Baker noted that transition and height can give neighbors the sense that they are being spied upon so we need privacy/visual barriers in some cases such as trees. Mr. Winter noted some variables we can consider. One is stepping down the height and the distance from the sensitive edge. Landscaping can be helpful as a buffer. Regarding privacy, perhaps balconies/decks should not be allowed on some sides of tall buildings.

Mayor Pro Tem Mihalkanin inquired about transitional areas and how zoning can help identify what uses are appropriate for a transition area. Mayor

Hughson noted that much of this area is already zoned such that tall buildings are allowed.

Mr. Winter will look at what is permitted. He will look at this as being a design use instead of a land use issue.

Council Member Gonzales inquired about the Victory Gardens area off Guadalupe Street; he wants to make sure we protect these neighbors and have proper transition. Traffic impact is a concern in this area. Consensus by the Council and Commission is to look at transition areas and ensure we protect residential areas that are in and next to the developing downtown.

Discussion Questions:
#1 Are there any other design topics you would like to see addressed in this project? Are there any design topics that should be strengthened in this project?

Council Member Derrick asked Mr. Winter to look at our town and tell us what will bind us seamlessly to having this transition from the Approach, University Edge, to Downtown? What one design element would help connect these areas seamlessly? Mr. Winter will work on this.

Mayor Hughson noted simple things could be done to make a building fit in. On the Texas State campus, the Jackson Hall dormitory was a 12-story white box. A few years ago it was repainted beige and with brown stripes painted horizontally to make it look similar to the LBJ Student Center next door. Little things can make a big difference.

Council Member Baker noted the idea was mentioned of design excellence, that these are minimums in most things, but he would like a clear statement as to what design excellence means to us. What can we use as a city to incentivize those design standards. Look at corridors and how they may utilize massing and transition when going into downtown. Can we bring historical landmarks to life? Consensus by the Council and Commission is to have a statement that we seek overall historical in nature to some extent.

Commissioner Haverland is concerned about making such constrained guidelines that we would lose some flexibility in future development. Mayor said this can be addressed after we have the report and we refine the wording. Mr. Winter stated that we weren't specific enough in certain areas before, but this does not mean dictating standards down to the doorknobs.

Commissioner Moore stated that we made an attempt to simplify our code and is also concerned if we make too many barriers which may create challenges. People are seeking a slower way of life when people use to walk and bike and not have large structures with a number of cars. Would suggest more green infrastructure in our design standards.

Mayor Hughson stated we are not looking to create barriers but to define our standards. There was general consensus to include green infrastructure and sustainability.

Council Member Baker noted that the idea of design excellence has been mentioned. He asked if we could have a clear policy statement about the type of architecture we want, what design excellence means to us, and what can we do to incentive those standards? Also, looking at the corridors, how we can use the height scale and massing on the approach to and from the downtown areas and to highlight local historic landmarks? Mr. Winter acknowledged the statements. There was consensus by the Council and the Commission that we need an overarching statement of where we want to go with these design standards, that we want to pay tribute to our town, and emphasize what is already here.

Commissioner Spell noted that the design standards from 2012 were set to be very broad and very simple and the consequence is that it did not give enough direction about what we want to see. We now have new priorities. We need to be more specific in what we've already discussed.

Commissioner Haverland is concerned that we might have such constrained guidelines that we cannot be flexible in future development. We can address that when we receive the report. Mr. Winter stated that we have both design standards and designs guidelines. Standards are the baseline requirements and guidelines offer flexibility using alternative compliance that is already in the code. A basic project follows the standards. He's hearing that we need more restrictive standards as the baseline. Good intent statements and the vision statement will be placed into the guidelines that will allow for creative solutions which meet the intent which is a stronger sense of connection with the historic nature of downtown.

Commissioner Moore noted that we attempted to simplify our code and fears that creating so many barriers will take us back and have the opposite effect of what we wish to have. The sense of connection and historic downtown is good.

We are seeking a slower way of life with people walking and biking more and fewer cars and large parking garages. She suggests more green infrastructure in the standards including solar panels and pervious cover greenways.

Mayor Hughson said we are not creating barriers, but setting expectations. There was consensus by the Council and the Commission for sustainable, green components.

Council Member Baker inquired if we have a sense of the costs associated with different design expectations? His concern is the cost to business owners for the different options. Mr. Winter will consider this.

Commissioner Rand wants to ensure that street trees are also options for shade in terms of making it appealing to pedestrians. Mr. Winter stated that we are working on the design documents and streetscapes are already addressed in the code. We will be aware of this when working on building design. He noted that there are limits in the current code for forecourts which could work well along sidewalks.

#2 Would you propose any changes to the existing design context boundaries? Mayor Hughson noted the boundaries on the map for the Approach, Transit Oriented Development, Redidentail/Transition Edge, University Edge, which surround the Historic Downtown area.

Council Member Derrick stated that we need to have a hard edge at Moore Street with no commercial developments west of Moore Street. We also need to protect the Dunbar neighborhood from any businesses that would affect their quality of life.
Mayor Hughson noted that this should be addressed in the Comprehensive Plan update. Mayor said this workshop is for design context boundaries and asked staff if this would happen in another avenue. Ms Villalobos said these may be directed more towards zoning but it is pretty consistent with what is on the ground currently. Most of the area marked on the map for the design context boundaries is CD-5D and a bit of T4. After extensive discussion about modifying the edge boundaries and where those decisions should be made, the consensus was to leave the boundaries where they are. Some of that discussion may be held when the Comprehensive Plan is updated. Mr. Winter said he will look at design that would reflect the context of the area and the square.

#3 Within the design contexts, where would you consider focusing density and growth downtown? Council Member Derrick would like to see the bulk of

density on University Edge or at Approach. Executive housing downtown is preferred over student housing.

Commissioner Spell stated the University Edge is more appropriate for student housing or commercial that is related to student activity considering walkability. The Transit Oriented District might be useful for commercial development as compared to the Approach, Downtown, or Residential Edge.

Commissioner Rand wants to consider the area near bend in Edward Gary Street and towards the park because there are no single family homes. There are vacancies there that if renovated, could vitalize that area.

Commissioner Gleason likes the Transit Oriented Development corner and the part of CM Allen that is not residential is underutilized. The University Edge has least impact on historical structures.

Council Member Derrick pointed out that CM Allen is close to river so be careful about density and impervious cover there. The Consensus of the Council and Commission is more density at University Edge, Edward Gary/CM Allen (not the residential area).

Commissioner Haverland inquired about the Transit Oriented Development area and wants to ensure it remains transit-oriented. Mayor Hughson noted the proposed location for our central bus station is on Edward Gary Street next to Nelson Center.

#4 Where would you consider implementing a transition area (to residential neighborhoods) downtown? This has already been addressed in previous questions.

Mayor Hughson asked Mr. Winter if there was any other information he needed. Mr. Winter responded that he has many pages of notes and the direction he needs for the next step.

Ms. Villalobos asked if there were other questions or concerns. Council Member Derrick wants something like the Strand in Galveston or what The Winters Group did in Salt Lake City to keep the historical feel and we want it historic looking. Commissioner Moore stated that it is desirable that the area be walkable, bikeable, and historic. She would like nostalgic feeling places where we can slow down and be pedestrians again. The Council and Commission consensus was in enthusiastic agreement with Ms. Moore's statement.

Ms. Villalobos provided the next steps.

An interactive virtual community workshop: Thursday, July 23rd
• Upcoming deliverables
• August: Outline for changes to the design standards and guidelines
• Fall 2020: Draft 1 of changes to design standards and guidelines

III. Adjournment.

Mayor Hughson adjourned the Design Guidelines Workshop meeting on June 25, 2020 at 9:56 p.m.

Tammy K. Cook, Interim City Clerk **Jane Hughson, Mayor**

_____
Mark Gleason, Chair

ATTEST:

_____
Cesy Burrell, Recording Secretary

City of San Marcos

Meeting Minutes
City Council

Tuesday, June 30, 2020 | **5:30 PM** | **Virtual Meeting**

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

I. Call To Order

With a quorum present, the budget workshop of the San Marcos City Council was called to order by Mayor Hughson at 5:31 p.m. Tuesday, June 30, 2020. This meeting was held online.

II. Roll Call

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

PRESENTATIONS

1. Receive a Staff presentation and hold discussion regarding the Fiscal Year 2019-2020 Financial Update and preliminary Fiscal Year 2020-2021 Budget, and provide direction to Staff.

Bert Lumbreras, City Manager provided a brief introduction on the financial update on the current fiscal year and revised financial outlook. Mr. Lumbreras stated that Fiscal Year (FY) 2021 is important since it will lay the foundation on how we are positioned for subsequent years in terms of how the city will recover from the Covid pandemic, the impacts of Senate Bill (SB) 2 as well as respond to the loss of a key revenue source after the Comptroller's rule change.

Melissa Neel, Assistant Finance Director provided the presentation on the Fiscal Year (FY) 2020 Financial Update and Five-year Outlook of revenue and expenditure assumptions.

Ms. Neel presented the FY20 Covid Impact on Revenue and explained the following revenue shortfalls:
General Fund:
Total projected shortfall net revenue is $2M
Fiscal Year to Date (YTD) sales tax exceed budget
• Gross Total $3.9M

• Net of rebates $600K
Ms. Neel stated in the initial plan in Phase 1 was to balance the budget to reduce expenditures to $5.5M but the YTD expenditure actual reductions are $4.7M.

Hotel Occupancy Tax (HOT) Fund:
Total projected shortfall is $975K
HOT Tax collections
• Year to Date: 45% of budget
• Last Year YTD: 70% of budget
YTD expenditure reduction is $700K, Remaining covered by HOT fund balance and the reserves.

Enterprise Funds:
Total projected shortfall is $400K
Revenue reduction due to no disconnect fees & late fees. Offset by expenditure reductions

Ms. Neel stated the sales tax revenue forecast is as follows:
FY19: Up 3.9% which exceeded budget amount
FY20 revised is 10% Year-To-Date (YTD) collections are 78% of budget.
Internet sales YTD exceed annual budget 25%+.
For the remainder of the FY:
• Outlet Malls sales tax, we will assume only 60% of collections
• Base sales tax, we will assume only 80% of collections
FY21: a decrease of 6.5% with a continued anticipation of Covid impacts on employment, tourism & disposable income
FY22-23: a decrease of 19% due to the Comptrollers ruling on internet sales collected at point of destination will significantly reduce revenue. Anticipate employment to increase as more cash flows into the economy increasing sales tax revenue.

Ms. Neel stated in FY19, 46% of general fund revenue was made from the sales tax and in FY22 the decline and loss of revenue will mean that sales tax will only contribute 34% to the general fund.

The Expenditure Base Assumptions include:
Personnel:
• Civil service Meet & Confer are funded
• Non civil service 4% merit/COLA
• Texas Municipal Retirement System, worker's comp increased

• No increase to health insurance

Operations:
• Zero based budget resulted in 5% decrease
• Personnel Requests $2.7M (not funded)
• Municipal Court Judge full time from part time
• Contract increases amount is offset by 5% with a net decrease of $500,000

Special Services:
• EMS contract & service expansion | $1.6M total
• City Utilities | $1.5M total (to increase every year by 3%)
• TIRZ 2: Blanco Vista refinanced | decrease of $1.2M
• TIRZ 5: Downtown reduced to 25% | decrease of $900K
• Social Services/Museums | $900K total

FY22 & FY23 Assumptions:
• Transfer from General Fund to Support Transit | $1.5M total
• Animal Services Live Outcome Initiative combination of personnel for FY22 $590K, FY23 $75K additional funding
• Economic Incentives | decrease of $6M
• No increase to employee headcount
Ms. Neel stated that as we continue to increase in population there is an increased demand for city services. The services can't grow and accommodate the greater demand without employees that can carry out the services.

Ms. Neel outlined the General Fund Five Year Outlook (FY19-23) and different scenarios on changing the property tax rate and in each scenario there is a need to balance the budget and all revenue needed to be included.

Ms. Neel outlined the General Fund Five Year Outlook (FY19-23) and different scenarios on changing the property tax rate and in each scenario there is a need to balance the budget and all revenue needed to be included.

Scenario A: Tax Rate @ current tax rate
Ms. Neel stated the total revenue at the current tax rate, this year appraised value for all property increased by 8%, the increased amount of revenue for property in tax, compare to last year is going to increase by 8% without changing the tax rate due to increase value on the appraisals.
FY22-FY23 no increase to appraised value
Ms. Neel stated it is hard to predict due to the Covid pandemic as there are no historical trends to review.

Scenario B: Change in Tax Rate @ 7% growth
FY21 Impact:
Budget Impact: decrease of $333K
Citizen Impact: $5.50 less per month (Citizen impact based on $100K home value) on a $200K home the amount will be $11.00 per month. This does not include new construction. If we lower the tax rate we would need to reduce the general fund and budget by $300K.

Scenario C: Change in Tax Rate @ 5% growth. Assume tax base growth of 8%.
FY21 Impact:
Budget Impact to general fund is a reduction of $1M
Citizen Impact is a reduction of $16.87 per month for a $100K value home
FY22-23 requires a reduction of expenditures over $2M to keep a 20% fund balance.
What does $1.5 million in City Services provide? Per year, it is 67 percent to operate one fire station, or 79% of the library, or 36% of the parks department.

During the May workshop Ms. Neel stated there was a proposed street maintenance fee for residents and commercial rates charged through utility bills. The consensus was not to charge for residential. Ms. Neel stated there is a current Commercial Waste Hauler Permit ordinance that was adopted in 2003. Ms. Neel mentioned the Streets FY20 Budget is $3.4M, personnel is $1.4M, operating is $2M. Current commercial waste permit for the application fee is $100, the street usage fee is 5% gross sales receipts and in FY19 the revenue was $425K. Staff recommendation is to increase fee to 10% gross sales and amending by including additional ordinance language to allow for recovery of costs for specific damage to City streets in lieu of tax dollars. Ms. Neel stated that additional revenue of $425K, would bring the total revenue up to $850K and recover 42% of operating costs.

Ms. Neel stated there needs to be a reduction to balance the budget to achieve the 20% fund balance. In order to reduce the property tax rate or not achieve the revenue with the assumptions, there will need to be considerations of service level reductions. The considerations are in order by holding vacancies and was first as a proactive approach in reducing expenditures as a response to Covid. Further considerations include reduction of public facility service hours, early retirement, staff furloughs, salary reductions and layoffs. The expenditures are 57% of the general fund and it is one of the larger items that

are directly related and impacts personnel cost.

Hotel Occupancy Tax (HOT) Update:
The comparison below of FY19 due to a stable year.
FY20 Revenue: Projected is 57% less than FY19, or $957K less than budget
FY20 Expenditures: Reduced 700K with use of fund balance
FY21 Revenue: Assumes 30% less than FY19
FY21 Expenditures: Reduced all programs and operating, council approved use of $200K of reserves to fund arts programs
FY20 FY23 No assumption of additional General Fund transfers to balance budget

Staff provided the budget timeline and next steps which include the following:
Record vote on tax rate on August 4th
Proposed Budget and Utility Rate Recommendation to be held on August 13th
Public Hearing and 1st reading to be held on Sept. 1st
2nd reading & Budget adoption to be held on Sept. 15th

Ms. Reyes spoke of the results of the Comptroller's ruling on FY22 and FY23, along with Senate Bill (SB) 2 and property tax appraisals and how we need to project these into the revenues.

Ms. Reyes spoke briefly of the anticipated FY22-23 of the Comptroller's ruling, Senate Bill (SB) 2 and property tax appraisals and how these need to be projected into the revenues.

Council Member Derrick inquired about which areas we are short on staff. Mr. Lumbreras stated that whatever the deficit is and what direction we go in terms of lowering the tax rate, we will proceed with a methodical and sequential process which may include service level reductions. Mr. Lumbreras stated we are not going straight to layoffs but will work through the list.

Council Member Derrick noted that if we do not stay with our current tax rate, we will be in serious trouble. Ms. Neel noted that, in addition, we must be ready for the impacts of SB 2 which is reduced rate in the future.

Mayor Hughson noted that when Service Level Reductions were mentioned at a previous meeting, she thought it would be specific programs, not reduction in staff. Mr. Lumbreras noted there are a number of choices to be made, but the first is the tax rate set by Council. He will then work through the numbers.

Council Member Baker expressed his concerns regarding the large staff request for personnel of $7.4M and the cost of salaries. Also, concerning to him was the high paid salaries in the City and he doesn't believe staff should make over $100K a year. Mr. Baker mentioned a 2018 pay range report that have staff salaries at $100K and asked if it we can reduce pay ranges. Mr. Baker stated that it is disconcerting that cost reductions in operations/services are being made while staff is making over $100K a year.

Mr. Lumbreras stated that salaries are set based on market studies, we have a number of positions in high demand. Mr. Lumbreras stated that we can't compete with private sector. Mr. Lumbreras stated that market analysis is done and we are not on top but try to be competitive. It is difficult as a smaller municipality with the high demand of experienced planners, line workers, engineering staff and fire/police. Mr. Lumbreras mentioned the request is not coming in with high salaries. These are market driven and competitive to address the key areas. We are not one of the highest paying communities in the area. Mayor Hughson stated that a lot of the positions are very specialized.

Mayor Hughson asked the council if they want to consider salary reductions.

Council Member Gonzales suggested a temporary salary reduction for those that are making over $100K for one to two years during these difficult times.

Council Member Mihalkanin inquired about construction projects, and stated that if we reduced salaries by 10% for staff making more than $100K we will be surprised by what savings we didn't get from that. We have multi-million-dollar construction projects. He supports the continuation of the Blanco Garden and Victory Garden projects and everything we have already started that is for drainage and stormwater for maintenance and against flooding. He mentioned that funding for construction often comes from state and federal funding and calendar deadlines need to be met. If not, the City would have to pay it back. Dr. Mihalkanin asked to see a list of what is in the pipeline what we perhaps can't do in the next fiscal year. Where can we get budget savings by moving projects back or slowing down a project of each fiscal year. Mayor Hughson reminded all that we have already done one pass on the CIP using this concept. Our next list is to include a "lean" version. Mr. Lumbreras noted that is the plan and council will see a list about which we can make decisions. Council consensus is to review the CIP list again.

Ms. Neel stated that the commercial waste hauler permit was not discussed in May workshop but is an alternative. The ordinance is outdated and we can

review and bring current rate standards. Ms. Neel stated that many cities charge fees to recover street maintenance but not charge in this manner. Ms. Neel stated there was discussion in the work session to have a fee through the utility bill and those fees charged cost recovery. Mayor Hughson stated she would like for more trucking companies that are causing a lot of wear on our roads to pay instead of doubling it for the few companies who have been paying. Ms. Kirwin, Community Enhancement Initiatives Manager, stated the application fee is $100 and it's for solid waste and not revenue generated by new construction. Mr. Lumbreras stated that part of the dilemma is how to enforce the program. There are various trucks for different businesses driving through the streets and not sure of an effective way to administer the fee but staff can do more research. This alternative was a quicker way to present to Council. Mr. Lumbreras stated that there were challenges in terms to administering and operations.

Council Member Baker suggested to remove the word "waste" and make the program just on "Commercial Hauler Permit", which would expand the program to many more trucks. Dr. Mihalkanin agreed because many of these large trucks are destroying some of our curbs and streets. Council agreed that that we should look at this program and enforcement. Mayor Hughson noted that we know about construction projects and they know, from bids for work, how many trucks with what materials will be needed for the project. Council consensus is to see what programs other cities may have. Mr. Lumbreras will see what can be done. Ms. Derrick noted delivery trucks to bars and convenience stores.
As for the Waste Haulers, council consensus is that small increases over several years may be in order, but not doubling the fee.

Council provided direction on the following items:
Tax Rate for FY21: to proceed with Scenario B - tax rate @ 7% growth.

Commercial Waste Hauler Permit: Council consensus is to proceed with a gradual fee increases. Council also gave direction for staff to research construction haulers on how many trucks will be used to build a project. In addition, we can look at beer trucks and other local delivery trucks that are here every day. Council is also interested on how it will be enforced.

Mayor Hughson stated that staff salaries will be left to City Manager's decision and he will find a balanced budget.

Laurie Moyer, Director of Engineering provided the presentation on

Stormwater utility rate model & base assumptions, review of fiscal year (FY) 2021 rate and impacts and discussion on rate increases beyond FY 2021 through CIP constraints.

Ms. Moyer stated that the Capital Improvement Project (CIP) doesn't affect the current year's budget but it will affect the following year's budget when the first debt payment begins. Ms. Moyer mentioned that Council approved back in March a $3.5M reduction in the amount of CIP projects. That was a one-third reduction. That debt payment has been reduced by one third of funding CIP list provided in May had the unconstraint general fund at $6.2M and also included the Covid CIP which was reduce in FY21 as a recommendation by 30%. Ms. Moyer stated that at the next budget workshop, staff will bring back any ideas that we can pursue to control construction projects.

Ms. Moyer stated that the stormwater rate model doesn't impact FY21 but will in the future and will discuss how to reduce the impacts. Ms. Moyer stated that rate model projects with financial performance including revenue projections, cost of service and expense, which also assists with different scenarios in funding future expenses and what rates are needed to support those numbers.

Ms. Moyer mentioned the rate model will have a new rate structure for FY 2021 using impervious cover instead of lot size. The billing changes in ordinance includes billing the land owner, on commercial property. There was no FY20 rate increase which creates a greater revenue needs for FY21.

Ms. Moyer stated the Base Modeling Assumptions:
• Includes increase to operations and maintenance (O&M) based upon CIP
• 3% of CIP implemented with 2 yr lag
• Rate increase should first achieve financial policy goals & then address CIP expenditures:
• 25% minimum Fund Balance (General, W/WW & Electric)
• 1.20 debt service coverage ratio (W/WW & Electric)
• FY21 CIP reduced by $4.0 Million with use of existing funds for projects that were delayed or completed with money available.

Ms. Moyer stated the FY21 Rate Increase by previous Council direction:
5 years of 15% increases to respond to citizen concerns.
Done in FY18 & FY19, there are 3 years remaining
There was not an increase in FY20 because of the process of restructuring the utility.

Times have changed so we are reviewing this tonight.

• With no impact for FY20 and to achieve a 25% fund balance that would be a 12% increase in FY21 required to achieve financial policy goals.
• FY21 CIP does not impact FY21 utility rate, but will in the following years.

Ms. Moyer provided examples of non-residential bill increases of 12% rate increase impacts
Examples of averages for non-residential bill increases:
• Small downtown business: $3/month
• Interstate restaurant: $6/month
• Apartment complex: $400/month (median $80/month)
• Industrial business: $496/month (median $50/month)

Ms. Moyer stated that our strong approach to addressing stormwater quality is the primary driver of Stormwater utility rates. FY21 CIP has no impact to FY21 Stormwater Utility rate but will impact the FY22 rate.
• Four scenarios were developed to illustrate CIP and rate requirement connection.
• Need guidance from Council for revision to FY21 CIP and development of future CIPs.

Ms. Moyer mentioned the priority projects that have existing participation agreements in place or expectations by citizens for implementation in FY21 priority projects (stormwater only):
• IH 35 Stormwater Oversize (Sunset Acres) at $5.3M
• Academy/Sessom Improvement at $1.5M
• Hills of Hays at $3M
In FY22 priority projects (stormwater only) are
• Wallace Addition Offsite at $4.5M
• Sunset Acres at $4M
• Castle Forrest Channel at $1.5M
Ms. Moyer stated that staff is pursuing other funding avenues and have applied for Water Development Board funding for multiple projects to help balance the funding request.

Ms. Moyer presented the four options:
Option #1 Minimum FY21 CIP increase of 3%
• FY21 CIP reduced to $2M (plus $4M existing funds)
• FY22 and beyond reduced to $6M annually

Option	FY21 CIP Amount	FY22 CIP Amount	FY23 CIP Amount	FY21 Rate Increase	FY22 Rate Increase	FY23 Rate Increase	FY24 Rate Increase
1	$2,000,000	$6,000,000	$6,000,000	12%	3%	3%	3%

• Advantage - lowest future increases
• Disadvantage - delays priority projects in both FY21 & FY22*
(*This scenario would provide for the $5.3M Advanced Funding Agreement with TxDOT but would require other FY21 priority projects (Academy/ Sessom and Hills of Hays) to be delayed to FY22)

Option #2 FY21 Priority CIP increase of 5%
• FY21 CIP increased by $4M from Option 1
• FY22 and beyond $6M annually

Option	FY21 CIP Amount	FY22 CIP Amount	FY23 CIP Amount	FY21 Rate Increase	FY22 Rate Increase	FY23 Rate Increase	FY24 Rate Increase
2	$6,000,000	$6,000,000	$6,000,000	12%	5%	5%	5%

• Advantage - maintains FY21 priority projects
• Disadvantage - delays priority projects in FY22 and increases annual rates (2% higher than Option 1)

Option #3 FY21 & 22 Priority CIP increase of 7%
• FY21 CIP increased by $4M from Option 1
• FY22 increased to $10M
• FY23 and beyond at $6M annually

Option	FY21 CIP Amount	FY22 CIP Amount	FY23 CIP Amount	FY21 Rate Increase	FY22 Rate Increase	FY23 Rate Increase	FY24 Rate Increase
3	$6,000,000	$10,000,000	$6,000,000	12%	7%	7%	7%

• Advantage - maintains FY21 & 22 priority projects
• Disadvantage - increases to higher future annual rates (4% higher than Option 1)

Option #4 Minimum rate increase with FY21 Priority Projects increase of 6.5%
• FY21 CIP increased to $6M
• FY22 and beyond at $6M annually

Option	FY21 CIP Amount	FY22 CIP Amount	FY23 CIP Amount	FY21 Rate Increase	FY22 Rate Increase	FY23 Rate Increase	FY24 Rate Increase
4	$6,000,000	$6,000,000	$6,000,000	6.5%	6.5%	5%	5%

• Advantages - Lower increase and maintains FY21 priority projects
• Disadvantages - Below Fund Balance goal in FY21 (20%) but reaches 25% in FY22, Delays FY22 Priority Projects by one year

Council Member Gonzales asked what is the difference between options #2 and #4. Ms. Moyer stated the difference is allowing the fund balance to go to 20% instead of keeping it at 25%.

Council Member Rockeymoore asked about option 4 and money not coming out of the fund? Ms. Moyer stated the city's financial policy covers the general, electric utility, water/wastewater fund and doesn't cover the stormwater utility. If we go below 25% of the financial policy goal of the utility then option 4 will allow 6.5% increase and will not be building up the fund balance as quickly.

Council Member Derrick asked about option 4, will FY21 priority projects will be pushed back a year or all back a year. Ms. Moyer stated that it will push one back a year, staff have submitted Castle Forest for water development board funding and if nothing comes through, we can fund 2 projects under the $6M and one will go into FY23.

Council provided direction to move forward with option #4.

III. Adjournment.

Mayor Hughson adjourned the Budget Workshop of the City Council on June 30, 2020 at 8:12 p.m.

Tammy K. Cook, Interim City Clerk **Jane Hughson, Mayor**

City of San Marcos

Meeting Minutes
City Council

Tuesday, July 7, 2020 | **3:00 PM** | **Virtual Meeting**

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

I. Call To Order

With a quorum present, the work session of the San Marcos City Council was called to order by Mayor Hughson at 3:06 p.m. Tuesday, July 7, 2020. The meeting was held virtually.

II. Roll Call

Present: 6 - Council Member Melissa Derrick, Mayor Jane Hughson, Mayor Pro Tem Ed Mihalkanin, Deputy Mayor Pro Tem Mark Rockeymoore, Council Member Maxfield Baker and Council Member Saul Gonzales

Absent: 1 - Council Member Joca Marquez

PRESENTATIONS

1. Receive a staff presentation and hold discussion regarding the San Marcos Police Department Use of Force policy specifically with regard to the topics highlighted by the "8 Can't Wait" campaign.

Bert Lumbreras, City Manager, provided a brief introduction regarding the Police Department's use of force policy. He stated that we have a very progressive police department, and he is proud of the integrity and culture that has been fostered in the department. He explained this is possible by hiring the best and maintaining that high quality through ongoing training. The hiring process emphasizes hiring highly qualified law enforcement professionals, and ensuring they are a good fit for our community. The Police Department has placed a priority on community policing through events such as Coffee with a Cop, National Night Out, and the Citizen Police Academy. They also encourage meaningful community engagement through ongoing communication with citizens, our stakeholders, and the Chief's Advisory Panel. There are polices in place that address each of the "8 Can't Wait" initiatives that have been proposed by advocates and will be discussed in more detail. All policies should be reviewed periodically to ensure they are still appropriate and relevant, and we are recommending a similar review of our use

of force policies that would include a citizen review component and result in a report to Council. He acknowledged those on Council and advocates within the community who have highlighted this issue. The attention to this matter has given us the opportunity to tell the story of what we are doing right and where we have made improvements. This includes video conference calls with students, virtual town halls, and today's presentation.

Bob Klett, Interim Police Chief stated for transparency purposes all policies have been placed on the department webpage and they are working on developing brochures. The website is also being updated with concerns that are on a national level to help San Marcos citizens to have a better understanding of the police department. Chief Klett mentioned that they continue to enjoy community support and take the service to the community very seriously.

Chief Klett stated that cite and release follows much of the street discretion that has been done for years. Staff enjoys the community outreach events such as Coffee with a Cop throughout town, cookouts, community meetings and most recently a unity march. Chief Klett mentioned that since Mr. George Floyd's death there has been 9 different types of protests that had a lack of complaints and had several accolades in the approach.

Chief Klett explained that once an employee is hired, staff has a comprehensive set of policies which guides them in their duties and maintains a strong culture. The staff has been working on adopting the Texas Police Chiefs Association (TPCA) model for best practice policies and adapt them for the unique needs in San Marcos. Chief Klett mentioned that when the policy transition is completed, staff will work to become a recognized agency, a designation award by TPCA. Being recognized means the agency has proven that it meets or exceeds all of the 166 identified best practices for Texas Law Enforcement. The best practices were carefully developed by Texas Law Enforcement professionals to assist agencies in the efficient and effective delivery of service, the reduction of risk, and the protection of individual rights.

Chief Klett stated the 12 critical areas where police departments can get in trouble, other than vehicle accidents and employee injuries, are:
- Use of Force
- Emergency Vehicle Operation and Pursuits
- Search, Seizure, and Arrest
- Care, Custody and Restraint of Prisoners
- Domestic Violence and agency employee domestic misconduct

Off Duty Conduct
Selection and Hiring
Sexual Harassment
Complaint and Internal Affairs Management
Narcotics, SWAT, and High Risk Warrant Service
Dealing with the Mentally Ill and Developmentally Disabled
Property and Evidence Management

Chief Klett mentioned the Standards address these areas in an attempt to minimize risk and increase officer safety and training.
Although being "recognized" does not guarantee an agency will not make a mistake, it does ensure that the agency has studied these critical issues, has developed policy and procedures to address them and have systems in place to identify and correct problems.

Chief Klett presented the "8 Can't Wait Initiative" and explained how our policies address each initiative.
- Ban Choke Holds and Strangle Holds
- Require de escalation training
- Require warning before shooting
- Exhaust all other means before shooting
- Establish a duty to intervene in instances of excessive force
- Ban practice of shooting at moving vehicles
- Require a use of force continuum
- Require comprehensive use of force reporting

Chief Klett stated the biggest impact we have on the use of force issues and satisfaction with the community is in the hiring of officers. Chief Klett provided the hiring process and offers employment only to those who best fit our diverse community and the department's culture of character by hiring only one applicant out of 10 to strive to meet the quality demanded by the profession to serve others and the community.

Chief Klett stated that the current San Marcos Police Department (SMPD) recruiting program is the most aggressive and ambitious program we have ever had. It includes multiple recruiting events per year at locations all across the state, on social media, movie theater ads, billboards, and professional social media sites to draw in diverse applicants to serve in this agency. We have incentives for those who are already certified, but look for only quality

applicants whether already certified or not. Applicants must comply with all applicable Civil Service requirements and regulations.

Additionally, The Texas Commission on Law Enforcement (TCOLE) has clear rules on eligibility and licensing for individuals to be Peace Officers.

Chief Klett explained the hiring process:
● Written exam that includes cognitive skills, reading comprehension and memory skills.
● Candidate Fitness: the department has adopted one of the methods used by the Texas Department of Public Safety (DPS) to assess officer and candidate fitness and readiness
● Extensive background process that includes a polygraph test. The process is done in person and we invest time in the background process to remove candidates that do not meet the department's high standards.
● The candidates who pass the background process goes before an oral interview board of police staff to determine communication skills, qualifications and character and final interview will be with Chief of Police.
● Psychological examination is a Texas Commission on Law Enforcement (TCOLE) requirement and we use an independent psychologist
● a pre-employment physical and drug screen is required for officers. Random drug screens are done for all staff throughout their career.
● Training is conducted in local basic police officer academies. Following each candidate; attends an in house mini academy that teaches our standards and our expectations above TCOLE requirements, field training rotating with different specifically trained officers before released to solo patrol. Officers who are released to solo patrol are on probation for one year of the release date. Community standards are emphasize.

Choke and Strangle Holds Initiative:
SMPD Policy Reference under 6.1 Response to Resistance and Aggression V. Limitations on Force:
The department does not allow any of its employees to use choke holds or carotid artery neck restraints; the only exception shall be when the officer involved is justified in the use of deadly force. Any employee using such force will cease immediately upon control of the subject (normally when the person has been handcuffed or no longer actively resisting) and begin the application of an appropriate medical response, if needed.

This is a recent policy change due to a change in the standards at the TPCA. Additionally, we have distributed reminder emails from the training cadre that

respiratory restraints and knees kept on necks is not allowed. SMPD officers are not allowed to "hog tie" arrested persons. The department invested several thousand dollars into purchasing Wrap restraints. These full body restraints are designed and used to humanely restrain individuals who are being violent and aggressive during the arrest process. They allow for a violently resisting individual to be transported while seated in an upright position and with the seatbelt applied.

De escalation Training Initiative:
Chief Klett stated that the state mandates de escalation training in various cycles. Members of the San Marcos Police Department are consistently trained in de escalation principles throughout their career. Additionally, de escalation training is part of the state mandated training for all new police officers.

Chief Klett explained the training focuses on active listening first, and then other de escalation principles so that lawful force is not needed. If force is used, de escalation and the provision of care and recovery support for the person is required as soon as practicable. These trainings are supplied both in house and in online training.

Chief Klett stated that the legitimacy of the work of police is very important, it is a stewardship of authority given by those we serve. It is earned through the way staff interacts with the public and by treating people with dignity and respect.

Require Warning Before Shooting Initiative:
SMPD Policy Reference under 6.1 Response to Resistance and Aggression IV. Procedures B. Use of Deadly Force: Where practicable, prior to discharge of the firearm, officers shall identify themselves as law enforcement officers and state their intent to shoot.

Chief Klett stated SMPD officers are prohibited from using excessive force at all times. Requiring a verbal warning in all instances before force is applied is not a reasonable expectation. Deadly force encounters often involve split-second decisions. The human brain cannot speak and act at the same time. There have been situations involving very rapidly escalating violence on the part of offenders who choose to attack officers. The cases of Officers Ken Copeland and Justin Putnam are both specific, local, examples.

SMPD policy does require officers to give clear verbal direction and explanation to detainees and arrestees in all instances if feasible.

Exhausting Other Means Initiative:
Chief Klett stated the reasonable and necessary standard established by the SMPD Response to Resistance Policy requires officers to articulate any level of force they use, which is why it is a higher standard than a force continuum. All SMPD officers receive training on rendering aid. In the event of injury from the use of force by police or others, SMPD policy requires the application of life saving measures to those who have been injured.

Duty to Intervene Initiative:
SMPD policy reference under 6.1 Response to Resistance and Aggression IX. Requirement to Stop and Report Excessive Use of Force: Any employee who observes another employee use excessive force against any person shall immediately intervene. Intervention includes any action that is reasonable, given the circumstances intended to stop the excessive force. The observing employee will notify a supervisor immediately and shall submit a memorandum within twenty four hours.

Chief Klett stated the San Marcos Police Department general orders require immediate reporting of these types of incidents. This was codified in a recent policy update. The policy previously was specific to reporting another employee's use of excessive force.

Chief Klett explained that officers have created an accountability standard that gives permission to "relieve" a fellow officer who may be losing composure to step away while another officer steps in and takes over, allowing a cool down period. This is the benefit of working in a department where officers are not a number, where relationships are built, and trust is maintained within and without the organization.

Shooting at Moving Vehicles Initiative:
SMPD policy reference under 6.1 Response to Resistance and Aggression IV. Procedures C. Deadly Force Restrictions: Officers shall not fire at a moving vehicle unless the continued operation of the vehicle presents an imminent danger of death or serious bodily injury to any person. Officers shall not voluntarily or recklessly place themselves in front of an oncoming vehicle where the need for deadly force is a likely outcome. Officers threatened by an oncoming vehicle shall make a reasonable effort to attempt to move out of its path, if possible, before resorting to discharging a firearm at it or any of its occupants.

Chief Klett stated that shooting at a moving vehicle is extremely rare and gave

an example of the incident in 2018 SXSW festival in Austin where a driver plowed through a crowd reveal shooting at a moving vehicle may be necessary for extreme events to protect public safety. Chief Klett stated that the intention is not to shoot at the person in the vehicle but to disable the vehicle.

Use of Force Continuum Initiative:
The use of force continuum is a dated concept that is not recognized as current best practices and is not in line with the most recent relevant case law regarding the use of force by police (Graham v Connor). We used the use of force continuum for many years before adapting to the more current minimum reasonable and necessary standard. The SMPD follows one of the most restrictive use of force model protocols: Officers must only use the force that is reasonable and necessary to effectively bring an incident under control while effectively protecting the lives of the officer and others.

The department has moved to this standard several years ago, which is actually more restrictive in that an officer must articulate why they used that specific force they did instead of just pointing to a continuum and using force just because it was allowed. This department values the protection and sanctity of human life. The policy of this department that officers use only the force that is reasonable and necessary to effectively bring an incident under control while protecting the lives of the officer and others.

Comprehensive Use of Force Reporting Initiative:
SMPD Policy reference under 6.1 Response to Resistance and Aggression VII. Reporting Use of Force: Officers shall document any application of force, other than the routine use of handcuffs or use of a firm grip to direct the movements of a subject, except for those arising in training, departmental demonstrations, or off duty recreational activities. In all cases using force, including the Taser, or reports of an assault on an officer, or resisting arrest, the on duty supervisor shall conduct a review of available body or vehicle camera footage to determine if officers followed protocol and used reasonably necessary force.

Chief Klett stated that supervisor reviews all use of force reports and reviewed a second time by a member of administration. The department conducts early intervention through the process of quarterly and random reviews of body worn and in car camera footage by first line supervisory personnel. This current process has been in place for nearly 20 years and updated along the way with mandatory review of certain incidents.

Chief Klett explained that the department uses a software called IAPro that was designed to help cities like New York keep track and provide early intervention warnings of their officers who can easily hide behind their vast numbers to detect early warning.

Chief Klett mentioned that Texas Office of the Attorney General (TOAG) requires reports of custodial deaths or shootings and voluntary reports to the FBI which includes actions by a law enforcement officer as a response to resistance that resulted in a death or serious bodily injury of a person, or when a law enforcement officer, in the absence of death or serious bodily injury, discharges a firearm at or in the direction of a person.

No Knock Initiative:
SMPD Policy reference under SMPD Policy – 7.5 Search Warrant VI. Executing a Search Warrant D. Gaining Entrance to Premises 5. No Knock or Exigent Entry: A common use of no knock entries in the past may have involved the need to prevent the escape of a person or to preserve evidence from being destroyed. The use of no knock for these types of incidents has been deemed too risky and other methods have been developed and used locally except for some very extreme and rare circumstances. The need to make a no knock entry may still be the best option in something such as a hostage rescue where surprise may be the best option to protect life.

Chief Klett stated that the department's practice over the last several years has moved away from no knock warrants or entry. It has been recently codified in policy after a review, which states: In some circumstances a police officer may enter the premises to be searched without announcing his or her presence and purpose before entering. The judicial authority issuing the warrant may add a no knock entry provision to the warrant. If not, the decision to make a no knock entry may be made by the on scene supervisor based on facts that would lead them to believe that an announcement would result in bodily harm either to the officer or to someone within the premises. If circumstances require a no knock or exigent entry, the first officer to cross the threshold into the premises shall announce that law enforcement officers are executing a warrant. To ensure their own safely officers shall command the occupants to take appropriate action, such as "police, search warrant, get down." No knock warrants shall not be used solely for evidence preservation. Exigent entries may be used to preserve life.

Chief Klett mentioned the change was made because staff realized the traditional uses of no knock warrants doesn't serve the purpose they used to

and is risky depending on the circumstances or hostage situation are examples where police need to get entry and stabilize the situation.

Chief Klett stated that with the 8 Can't Wait Scorecard shown that it has met those initiatives but didn't give a check mark on the use of force continuum because the department has something that works better.

Chief Klett explained the retention of quality staff and in 2018, 31 officers left including 9 retirees with an average of 28.5 years and one officer serving 42 years. 4 officers left for career changes with an average of 13.6 years of service. One was killed in the line of duty. 17 left voluntarily or involuntarily in training.
They made it through the hiring process but not through the training development and were not going to be the best quality staff for City of San Marcos.

Chief Klett stated that complaints or commendations are documented and tracked, to include disciplinary actions, in the same software that holds the use of force data so that we have a better view into any issues that need to be addressed.

Substantiated misconduct is sanctioned on a progressive scale that considers the nature of the misconduct by:
- the complexity of the circumstances or issues involved in the misconduct
- the history of similar substantiated complaints against the affected employee
- any aggravating or mitigating circumstances.

Chief Klett mentioned that the department doesn't get many complaints, because of our high integrity. Complaints of officers in 2018 to current: 59 complaints with 24 Substantiated. The rest were exonerated, unsubstantiated, or unfounded; we hold them accountable for their actions. We have received more commendations than complaints.

Chief Klett explained that we currently have a Chief's Advisory Panel that provides information to the department and to the public on internal and external issues. The panel also receives summary review on complaints and provides feedback on certain policies being considered by the police department.

The Panel has not met recently due to COVID, we will be meeting this week to open discussion back up and to hear their thoughts on the best way to

implement the
points in the Cite and Release Ordinance. Chief Klett mentioned that after checking with several comparable agencies, the police department is the only agency that has a standing Chief's Advisory Panel. Chief Klett stated that he is proud that the Chief's Advisory Panel has been around for some time now.

Chief Klett wanted to recognize the current standing members:
Eric Charleswell (employee)
Gary Pack (resident)
Nathaniel Kindred (resident)
Olivia Juarez Reid (resident)
Jesse Saavedra (employee)
Jessica Todd (employee)
Karen Zavala (employee)
Frank Arredondo Sr (resident and new member)
Bucky Couch (resident and new member)
Nico Costilla (resident and new member)
James Bryant, Jr (resident and new member)
Antonio Palacios (resident)
Marianne Moore (resident)

Chief Klett mentioned that President Obama's Town Hall on June 3 called upon mayors to review use of force policies with their communities to look for opportunities for improvement. Chief Klett suggested to create an ad hoc committee comprised of community members nominated by Council to focus on this task. The panel's charge should be to review policy and make recommendations to the Chief's Advisory Panel via written report and open presentation.

Chief Klett stated the department would provide the committee an initial "class" on the Texas Police Chiefs Association (TPCA) best practices program, and key case law issues that drive building a use of force or response to resistance and aggression policy.

After receiving recommendations from the Advisory Panel, Chief Klett will be prepared to make a report and presentation to City Council. Policies can be found on the website at http://sanmarcostx.gov/3155/SMPD-Policy

Council Member Derrick inquired about the 59 complaints in 2018 to current and out of those 24 were substantiated and were internal on insubordination, were there any citizen complaints that were substantiated that wrong doing was

found? Chief Klett didn't have the information readily available. Council Member Derrick would like to receive information on the citizen complaints. Council Member Derrick asked about the reporting on cite and release. Chief Klett stated that cite and release numbers have not been released due to the reporting issues and mentioned that staff is working on it. Council Member Derrick asked about the no knock warrants and have officers been retrained to not do a no-knock just to preserve evidence or have someone escape and only use it for hostage situations. Chief Klett stated that the department has a policy management software for officers to see the policy and acknowledge it. There are multiple ways on how the policy information is sent out by command staff and see it in the policy software.

Mr. Baker expressed interest in the complaints. He has concerns about the direction given by the Graham vs. Conner supreme court case and found it focuses on the 4th amendment right of the police officers. If the police department is different but established on the Graham vs Connor, what is administratively allowed? He believes this is not the best for our community or fears it could result in issues. Chief Klett stated that Graham vs. Conner does leave decision making to the officer at the moment and what is known at the officer at the time. Chief Klett stated Graham vs Connor is a better standard but not perfect and discusses openly on use of force training and discuss what is reasonable to think why in their decision making. Chief Klett mentioned Council could provide direction to have a committee then they could provide suggestions.

Council Member Baker stated what bearing on the local policies is there to show the citizen we know the nuisance is important. Chief Klett stated that when an officer is accused there are two different investigations, the first is a criminal investigation with the Texas Rangers and another is an administrative investigation. Officers are required to answer questions truthfully.

Council Member Gonzales asked if citizens' complaints are filed do they go into the personnel record. Chief Klett stated that all complaints go into the personnel record.

Council Member Gonzales asked about the diversity of the officers. Chief Klett stated that he will send the numbers to Council. Mr. Gonzales inquired about the rankings of police officers. Chief Klett stated when sending a candidate to academy they are a cadet, out of the academy they become an officer, after a promotion it will be a corporal, then a sergeant, commander, assistant chief and finally chief. Council Member Gonzales would like to receive the

percentage of diversity including all ranks. Chief Klett will provide the information to Council.

Council Member Baker asked about a duty of another office to intervene when an excessive force is being observed. It was identified that routine handcuffs or a firm grab are not to be reported as a use of force. Please explain if that can escalates to joint lock. Mr. Baker would like to know when threats or verbal threats or reaching for a weapon and unreasonable harassment would be expected to be reported. Chief Klett stated joint lock and similar would be required to be reported . Chief Klett mentioned that the presence and verbal direction are elements of force used by the officer on the use of continuum model, those are not used on the use of force reporting but will be on the videos, if a complaint is received. Chief Klett stated that staff routinely reviews videos and does include audio.

Council Member Rockeymoore stated when we began the Criminal Justice Reform meetings that policies were going to be reviewed. Chief Klett stated that staff has begun this process. Council Member Rockeymoore stated on behalf of Mr. Mihalkanin and former Council Member Lisa Prewitt that Chief Klett's diligence over the past year has been a wonder to behold and thanked him for his professionalism, responsiveness and his diligence with his department. He also thanked former Chief Chase Stapp. Lastly, he thanked Mr. Winkenwerder for his work on the statistics and informational backlogs.

Council Member Rockeymoore asked about the software. Chief Klett stated that it is the same reporting software and staff has helped to find the method to pull the information since the software collects a lot of data that can be used for cite and release data. A few pieces were not collected but new check boxes are being added for officers. Staff has defined SQL statements to pull the information needed. Chief Klett stated he would like the reporting to be as transparent as possible. Rockeymoore asked that information requested by council members tonight be sent to all council members.

Council Member Rockeymoore asked if the information will be connected to GIS. Chief Klett stated that it does have location data in it and will see how it will look in the future. Council Member Rockeymoore asked if GIS and the officers have access in the vehicles. Chief Klett stated that some software is in the vehicles and that is a work in progress. The software SmartForce will assist officers with information and visualization of certain areas that crimes are being committed. Chief Klett stated cite and release reporting will be sent to

council and will ask for suggestions.

Council Member Rockeymoore asked if the ad-hoc committee will have room for advocacy organizations. Chief Klett stated that he will get input from the Chief's Advisory Panel and direction about the cite and release ordinance. He mentioned that Council will be appointing members to the ad-hoc committee.

Council Member Baker asked about the requirements to be on the Chief's Advisory Panel. Chief Klett stated members have to participate in the Citizen Police Academy and have some basic background information of the police department. Council Member Baker asked what guidance are you looking for from them on the cite and release ordinance that wasn't clear from Council direction. Chief Klett stated this is to receive opinions and feedback from the members and if there can be more done or just what the ordinance language states.

Council Member Baker asked if every officer is required to report of use of force. He requested these numbers and the circumstance in which it was used. Chief Klett stated he will send out the use of force reports with the other reports requested .

Council Member Baker inquired on how use of force is taught and what is the priority. He also asked how many non-lethal weapons do officers carry and are they trained. Chief Klett stated that officers are trained in all weapons they may carry. They are trained in de-escalation techniques first using voice and brains. It is important to be trained on firearms in the rare case they are used and officers must be proficient. He also noted the weapons officers are carrying and they are required to carry at least one intermediate weapon but some officers carry more due to different circumstances.

Mayor Pro Tem Mihalkanin understands why there is so much training in fire arm use, which has the most deadly consequence. Dr. Mihalkanin stated that he does not want to cut any officers' training in the use of firearms as that could cause negative consequences. Chief Klett agreed and stated they also have online training available for de-escalation and active listening.

Council Member Baker inquired about reporting. Chief Klett noted that records are kept on all types of incidents and when considering someone for hiring this is something we review where they have worked. Mr. Baker asked if the use of force by any officer can be reviewed by the public. Mr. Stapp noted

that we have been reporting use of force by the department for 15 years, which is not a required report by the state. Individual data is not allowed to be on the report, but a report about the department and trends. Council Member Baker asked if a person files a complaint about use of force by a particular officer, could that person be advised of any other complaints about that officer. Mr. Stapp stated that is prohibited by law from being shared. Mayor Hughson asked if management takes note of any officer who appears to be using force often.

Council Member Baker asked about the recordings and any internal investigation which might be initiated. What will prompt an investigation and what information can be used? Chief Klett noted that body camera video will be reviewed.

Council Member Baker thanked Chief Klett for the information presented today and his outreach to the community.

Mayor Hughson asked if there is reporting when a firearm has been discharged. Mr. Klett stated yes, it is on the reporting documents.

III. Adjournment.

Mayor Hughson adjourned the work session of the City Council on July 7, 2020 at 4:45 p.m.

Elizabeth Trevino, Deputy Interim City Clerk **Jane Hughson, Mayor**

City of San Marcos

Meeting Minutes
City Council

Tuesday, July 7, 2020 | **6:00 PM** | **Virtual**

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

I. Call To Order

With a quorum present, the regular meeting of the San Marcos City Council was called to order by Mayor Hughson at 6:03 p.m. Tuesday, July 7, 2020. This meeting was held online.

II. Roll Call

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

III. 30 Minute Citizen Comment Period

The following comments were submitted as written comments and read aloud during the citizen comment portion of the meeting:

Taylor Hardy:
Good afternoon, I am a concerned citizen that lives on west San Antonio and I am writing to you regarding the traffic that is increasing due to the work on Hopkins street. First I appreciate the swift response made by the city a couple of months ago Regarding the Belvin street closures, but the barriers installed at the end of SA street has proven to be ineffective. I live on the corner of Wilson and San Antonio and I invite any one of you to sit on my porch and watch as cars speed past my house. Drivers use any of the side streets or use Bishop and the fly down to the Mitchell intersection. I have 2 children, in fact there are 5 houses on my block with young children and this situation is dangerous. We do not allow or enjoy the front of our house anymore. While citizens on Belvin street have a "private road" we cannot enjoy our neighborhood. This is not fair and there must be a better solution I agree the Craddock detour "sounds" like a great solution but it is long and inconvenient and most importantly ignored. Below is a list of complaints organized and discussed on San Antonio street. We look forward to a better solution. The traffic situation on San Antonio Street is growing worse. Through traffic motorists regularly speed and

run stop signs. We've had at least three accidents that I can count due to the detours. And the speed-dampening sign that was installed near on San Antonio Street near Johnson had to be removed after it caused a two-car pile-up because of--wait for it--through traffic. While San Antonio Street has taken on highway-level traffic, Belvin has essentially been turned into a private road, to the point where city police are now ticketing citizens simply for driving on it. If the San Marcos Police Department (SMPD) is ticketing motorists on Belvin simply for driving on Belvin because it's a closed street, then they should do the same for inbound traffic on San Antonio Street, since it is technically "closed" where it meets Hopkins near Jack's Roadhouse. Motorists regularly drive past the barricade and turn on Olive or Pitt, completely bypassing the detour. While Belvin is a residential street, so is San Antonio. In fact, San Antonio Street is home to many more families, many more families with children, experiences significantly more foot and bicycle traffic, and represents a larger property tax base. We realize the traffic has to go somewhere, but it's both unfair and unnecessarily dangerous for San Antonio alone to shoulder this burden (and let's face it...it's not realistic to expect any motorist to drive all the way to Bishop more than once before coming up with an alternate route). A more equitable solution would be to divert incoming traffic onto San Antonio St., and outgoing traffic onto Belvin. Use signage to route large trucks onto Bishop.

Margaret Adie:
The traffic situation on San Antonio Street is growing worse. Through-traffic motorists regularly speed and run stop signs. We've had at least three accidents that I can count due to the detours. One friend was run off the road by a delivery truck headed to CVS. And the speed-dampening sign that was installed near Johnson on San Antonio Street had to be removed after it caused a two-car pile-up because of--wait for it--through traffic. While San Antonio Street has taken on highway-level traffic, Belvin has essentially been turned into a private road, to the point where city police are now ticketing citizens simply for driving on it. If the San Marcos Police Department (SMPD) is ticketing motorists simply for driving on Belvin because it's a closed street, then they should do the same for inbound traffic on San Antonio Street, since it is technically "closed" where it meets Hopkins near Jack's Roadhouse. Motorists regularly drive past the barricade and turn on and SPEED DOWN Olive or Pitt, completely bypassing the detour. Then they fly down San Antonio Street unimpeded by police or, as noted above, even stop signs. While Belvin is a residential street, so is San Antonio. In fact, San Antonio Street is home to many more families, and many more families with children. San Antonio Street experiences significantly more foot and bicycle traffic, and

collectively represents a larger property tax base. Yet it's Belvin that remains blissfully traffic free and SMPD officers are working to ensure it stays that way. We realize the traffic has to go somewhere, but it's both unfair and unnecessarily dangerous for San Antonio alone to shoulder this burden (and let's face it...it's not realistic to expect any motorist to drive all the way to Bishop more than once before coming up with an alternate route). A more equitable solution would be to divert traffic headed into town onto San Antonio St., and outbound traffic onto Belvin. Use signage to route large trucks onto Bishop.

Michael Scheirn:
Yesterday afternoon our children, ages 10, 10 & 11, helped us in the yard and got all their chores done early so we could go swim in the San Marcos River. We drove down town to find fences and keep out signs. You sought Office believing that you could, and would, do good for your community. I am sure you truly believe you are doing the "right thing" by closing parks and making grand proclamations about behaviors that residents should do that even though you yourself don't actually follow it 24 hrs a day. In short, you are human just like us and my children. The difference is: My children are not denying you nature's gifts or steal your summer by denying you the things you want most and, even my Children recognize One Size DOES NOT Fill all whether it is shoes, homework, or policies that adults impose upon others. YOUR one-size-fits-all policy is NOT SAVING my healthy children--they are in a near zero risk cohort. You are NOT saving their grandparents, ages 88. The latter well-understand COVID19 would kill them so they are prudently isolated until a vaccine appears. What I see it doing is:
1) Bankrupting the City by crippling tax revenues and exorbitant expenditures for unwarranted fencing
2) Creating the pre-conditions for a True medical disaster this Winter when Flu Season Returns with cold, wet weather that forces everyone indoors.
I'm not advocating City Council ignore COVID19 and we all do a big kumbaya hug, or City Council promulgate 50 different policies for 50 different cohorts that confuses everyone. What I'm asking you to recognize and act on is:
1) the Majority of Tourists and Residents are young, healthy people who are at extremely low risk and should be able to draw upon City Services with little to no encumbrances. SPECIFICALLY, PUBLIC ACCESS TO CITY PARKS AND IN-FACILITY LIBRARY READING AND EVENTS.
2) The City and County need extreme diligence and pro-activity centered on retiree and elderly facilities that COVID19 could decimate.
My precautionary note is that these ham-fisted, one-size-fits-all approach

adopted by City Council is exhausting peoples' attention and patience for the policy is at odds with what people see and implicitly understand. Winter is "flu season" for a reason. Just like Summer is the anti-flu season. When City Council mindlessly bangs the drum through the Summer that the sky is falling when it is not, you are creating deaf ears for when COVID19 truly comes roaring back this Winter. Basically, don't set up San Marcos for failure 6 months from now. Have the wisdom and foresight to reverse these ridiculous Summer Restrictions for most residents and focus on ensure elderly care and retiree facilities where COVID19 is still a deadly threat. It's actually the responsible thing to do.

Sue Cohen:
Dear Mayor and Council Members,
Simply put there are two streets (Belvin and W. San Antonio) that are parallel to the much needed, very expensive, and long planned Hopkins project. Belvin: Lobbied the City to modify the original detour plans and effectively closed the street shortly after the project began. Recently drivers have been ticketed for driving down the closed street. San Antonio Street: This residential street has turned into a heavily trafficked super highway leading into the city center. Traffic includes large trucks, emergency vehicles, buses, and a greater volume of traffic than the street can handle. Drivers seemingly trying to make up time lost in cutting through are speeding and running stop signs in great numbers. Others seemingly not familiar with the street are flying through the two four-way stops in large numbers. The narrow cut through Olive, Pitt, and Scott streets are experiencing the same high traffic volumes. San Antonio Street has many walkers, bikers, and families with children. There have been several accidents and many near misses. I haven't observed drivers being ticketed on W. San Antonio for breaking the laws, but on the closed/private Belvin Street tickets are issued? Solution: The City has many highly trained planners and engineers. This project was in the planning stages for several years. Please review the original plans, evaluate the current situation, and provide a better solution than we have now. There is a safer and more equitable way to divert traffic into the town.

Robert Cotner:
My name is Robert Cotner and I have lived at 121 Scott Street for the past forty-three years. I appreciate the road improvements that are being done and understand that traffic has to go somewhere, but let's review the roads used to detour traffic. The 100 block of Scott Street is very narrow and connects San Antonio and Hopkins. On two different times, I asked the staff to put up speed limit signs on the 100 block to slow the new traffic. The amount of traffic

has increased 10-fold because of detouring traffic to this street. I have also asked in the past for additional NO PARKING signs be put on the South side of the 100 Block of Scott Street, that side of street is already no parking but the signs are not in the correct places so no one sees them. I have offered to install them for the city on my personal light poles that are on the street, there are four of them. Another problem is the dump trucks and other heavy trucks are using this 100 block of Scott to get to the site on Hopkins. The street is not wide enough for two trucks to pass so they go up into the yards that have sprinkler systems so they can pass. About 5 years ago we had water line break in the street and now that "patch" is sinking due to the weight of these new heavy trucks. There is a weight limit already on San Antonio St that they are exceeding it and then turning on to Scott that is really just an enlarged alley street. We all need to work together but not putting all the traffic on just a few streets. OPEN Belvin Street. One thought might be making San Antonio St. one way into town and Belvin St one way out. The signs are detouring traffic for Travis and Mitchell to use Scott Street but you cannot get to these streets because you have Belvin closed and these two streets stop on Belvin, so why send that traffic up Scott? The detour signs also tell you to use Scott St to get to Hopkins. I thought Hopkins was closed? What I am asking for is:
(1) speed limit signs to 25mph for the 100 block of Scott Street and no parking signs
(2) detour signs get corrected
(3) the heavy trucks find a different way to get to their site. (Trucks could use Hopkins which was built for a highway so it is a thicker street than this alley street.) They could come in both way on Hopkins
(4) open up the turn lane on San Antonio and Hopkins as there is no reason for it to be closed. People are turning right to get to San Antonio after the closed turn lane as it is approved turn lane. Thank you for all that you do for our City but give a little help to this traffic issue.

Suzanne Shield-Polk:
I would like to confirm the following concerns voiced by my neighbors on San Antonio Street regarding the Phase 1 detour onto San Antonio Street.The traffic situation on San Antonio Street is growing worse and more hazardous. Through-traffic motorists regularly speed and run stop signs. We have had at least three accidents, reportedly due to the detours. One neighbor was forced off the road by a delivery truck headed to CVS. And the speed-dampening sign that was installed near Johnson on San Antonio Street had to be removed after it caused a two-car collision because of through traffic. While San Antonio Street has taken on major thoroughfare traffic, Belvin has essentially been closed off to the point where it is reported that city police are now ticketing

citizens simply for driving on it. If the San Marcos Police Department (SMPD) is ticketing motorists simply for driving on Belvin because it's a closed street, then they should do the same for inbound traffic on San Antonio Street, since it is technically "closed" where it meets Hopkins near Jack's Roadhouse. Motorists regularly drive past the detour barricade at the South end of San Antonio St. and turn onto Olive, Bishop, or Pitt, and proceed to San Antonio St. completely bypassing the detour. Then they speed down San Antonio Street on their way across town, unimpeded by police or, as noted above, even stop signs. Belvin is a residential street, but so is San Antonio. In fact, San Antonio Street is home to many families with children and retired/older residents. San Antonio Street experiences significantly more foot and bicycle traffic, and collectively represents a broader demographic with a larger property tax base, voter base, and census base. Yet it is Belvin that remains traffic free—and SMPD officers are working to ensure it stays that way. We realize the traffic has to go somewhere, but it's both unfair and unnecessarily dangerous for San Antonio alone to shoulder this burden (and let's face it...it's not realistic to expect any motorist to drive all the way to Bishop to Craddock more than once before seeking an alternate route). A more equitable solution would be to divert traffic headed into town onto San Antonio St., and outbound traffic onto Belvin. Use signage to route commercial truck though traffic onto Bishop. I would like to add: This significant increase in traffic makes pulling out of one's driveway extremely dangerous. Most driveways on San Antonio are one directional and require residents to back out into a steady stream of traffic coming from both directions, and often approaching at an unsafe speed for a residential street. This is often complicated by the fact that as a residential street, vehicles are regularly parked along San Antonio Street, obstructing the view for both street traffic and those backing out of driveways. The traffic load on San Antonio Street frequently includes large, heavy trucks from the Hopkins construction and a wide variety of commercial trucks of all sizes, also moving hastily along W San Antonio. These are also compounding the risk of interaction with through traffic. I respectfully request that the city provide equitable enforcement of compliance with the prescribed detour routes.

Carl Furry:
We're in the early stages of a two-year construction project on Hopkins St. The stresses that the detour of highway-level traffic has placed on San Antonio Street have become untenable. We've counted at least two injury accidents, while daily witnessing cars blowing straight through stop signs as if they don't exist. A neighbor recently was run off the road by a delivery driver headed to CVS. And a speed limit warning sign had to be removed when a through traffic

motorist slammed into it and caused a two-car pile-up. (Honestly, how much more evidence is needed here?) Yet as the situation on San Antonio worsens, Belvin Street has effectively become a private drive. In fact, a San Marcos resident was recently ticketed while driving on Belvin simply because he does not live on the street and was not visiting a Belvin St. resident. Why is the city spending resources preventing the rare motorist from driving down an otherwise public street? And where are the SMPD officers ticketing those motorists who simply drive past the barricade at San Antonio and Hunter and instead enter San Antonio from Olive and Pitt Streets? For every motorist nabbed on Belvin, you could stop hundreds on San Antonio. Belvin Street residents have been quick to argue that they've had to absorb local bus traffic from Hopkins. But let's put this in perspective: According to the CARTS bus schedule, only 11 buses travel Belvin daily. That's 11 total vehicle trips in 24 hours. On Friday, we randomly walked out to our front porch to time how long it would take for 11 vehicles to pass our house on San Antonio. The result: 1 minute, 15 seconds. And it wasn't even that busy. We commend our friends on Belvin for their organized and effective lobbying efforts, but the time has come for the city to recognize that San Antonio is also a residential street. In fact, San Antonio is home to more families, more families with children, and a larger collective property tax base. And it experiences more pedestrian and bicycle traffic, which only adds to the potential danger this traffic poses. Please consider more equitable changes to your traffic rerouting plan. We know the traffic has to go somewhere, and we're willing to shoulder our share. San Antonio Street seems a natural for taking inbound detour traffic, and Belvin is the natural choice for outbound traffic. Large trucks can be detoured to Craddock via signage to avoid huge vehicles rolling down either street. Finally, in addition to (but not instead of) rerouting, please consider installing a few speed limit policing signs along any residential street having to accept detour traffic. We know these works for us, and we're sure we're not alone. Thanks for your service. This isn't fun, we know. But the families who live along San Antonio Street need some relief—and a more equitable approach to detour traffic.

Randy Polk:
Since the start of the current construction on Hopkins St our quiet street, that is a favorite route used by many bicyclists and pedestrians, has become a major vehicle thoroughfare. Despite NOT being an official detour route, San Antonio St. has become more and more busy since the start of the Hopkins construction. Few vehicles adhere to the 30 mile an hour speed limit. Stop signs are cause for 4 and 5 car backups. And since it's a residential street, parked cars cause further backups with vehicles trying to squeeze by with

oncoming traffic. I have also observed a greater number of large trucks than usual. It has come to my attention that there has been an increased amount of Police presence on Belvin St, another parallel route to Hopkins, and it has been observed that officers are handing out tickets to motorists using the street as an official detour. While I applaud the city for holding motorists accountable for not using the official detour route to Craddock St, I have not noticed any increased similar enforcement on San Antonio St. If the residents of Belvin St enjoy increased enforcement of traffic laws, those of us on San Antonio St. should receive equal relief… as well as residents on MLK St. I certainly don't advocate reassigning Police resources away from Belvin St. to our street, but only that the law be enforced equally. All traffic, save that of residents and visitors, should be routed to the official Craddock St detour route. I hope to see, by way of this suggested reallocation of resources, a lessening of traffic on San Antonio St and MLK St very soon.

James Reveley & Sonja Nagy:
As I pull out of my driveway on West San Antonio Street in the morning, I wait to see who will stop to allow me the time I need to exit my driveway. I wait for someone who is traveling a safe speed, a driver who is looking at the road, someone who will stop, so I may safely back-up my vehicle to go to work. It didn't use to be this difficult to leave my home. Even when walking, we have to be cautiously aware of what drivers are doing. I guess you can call it walking defensively. Will the driver run the stop sign today? Will the driver be paying attention to the road? We have been in the middle of crossing the street, at an intersection with a stop sign, and almost been hit on three separate occasions, when trying to cross the street. The problem is worsening. Additionally, we've seen people wreck into neighbors' yards, run stop signs, and sideswipe cars parked on the road. Our family has had three vehicles damaged by hit and run drivers on San Antonio Street. The last one was, a truck totaled by a hit-and-run driver, the first two included an SUV parked on the road for less than 15 minutes, and a car parked on the street overnight, and prior to the implemented detour. Currently, detoured traffic is diverted to one street that runs parallel to Hopkins, which is West San Antonio Street, to allow for the needed construction in our city. In contrast, the other alternative traffic path, the other parallel street to Hopkins, Belvin, has been blocked off to through traffic. With police ticketing individuals who dare travel down that road. Where are the police officers on the thoroughfare that is San Antonio Street, giving tickets to people speeding, running stop signs, and driving recklessly? The immediate solutions needed include the creation of a second detour to split the burden of the traffic between San Antonio Street and Belvin Street (both of the parallel streets to Hopkins) and more police presence

ticketing violators and offenders
Longer-term solutions for San Antonio Street includes speed limit reduction, as the speed limit on Belvin is 25 miles per hour. San Antonio Street requires equal consideration. Both previous and current traffic on San Antonio Street, demands a minimum of one more Stop Sign needed at Johnson Street to protect our community from reckless drivers. Additional speed bumps to slow down vehicles that are not observing the posted speed limits and/or stop signs. These are not only our family's problems but problems for all of the families that live on San Antonio Street and our entire community. We love our home, our neighbors, and our community and we just want to be safe when walking our dogs or when pulling out of our driveway. Please help us solve this problem, these problems deserve immediate attention.

Katie Shaw:
I'm writing to you regarding my concerns about the increased traffic on San Antonio Street. As a homeowner who has resided on San Antonio Street for more than two years (and in the neighborhood for 15+), the high volume of cars and trucks on our street is concerning from a public safety standpoint. Since the closure of Hopkins Street, our neighborhood street has been turned into a highway for motorists. This, at a time when many more residents and children are out walking, jogging and bicycling due to the COVID-19 lockdown. We've had no less than 3 wrecks on our street since the detour, and the speed-dampening sign has not been replaced since a wreck that happened near it. Why? Cars regularly drive around the barricade where Hunter Road meets San Antonio Street and speed through our neighborhood. I've also witnessed three police cars speeding down our street with lights and sirens on a few weeks ago, and the other day a fire truck going full speed with sirens. San Antonio Street needs lower speed limits and more stop signs to slow traffic. We need speed-dampening signs and occasional police presence to enforce the speed limit. San Antonio Street has more residents and more children and more foot traffic than Belvin Street does. It's unfair that the parallel thoroughfare, Belvin Street, gets preferential treatment. I've heard they have police giving out tickets for non-resident traffic. We don't have that on our street. Make the detour more equitable: split the traffic between Belvin and San Antonio Street. North bound on one, south bound on the other. Thank you for your consideration. Please help us make our streets safe. Let's not wait until residents get run over by speeding cars.

PRESENTATIONS

1. Receive a presentation from Betty Voights, Executive Director of the Capital Area Council of Governments (CAPCOG), on the "50 Years of Service" to the ten-county

region.

Mayor Hughson introduced Betty Voights, Executive Director of Capital Areas Council of Governments (CAPCOG), and noted that she been with CAPCOG for 23 years.

Ms. Voights provided the presentation on what CAPCOG does and the resources it provides to cities and counties. Ms. Voights mentioned the history of CAPCOG and noted there are 24 Councils of Government (COG) in Texas and 530 across the U.S. CAPCOG is funded by membership dues and state/federal grants. Capital Area Planning Council (CAPCO) created in 1970 to serve a 9-county region; it now serves 10, since Blanco County was added. The original executive committee consisted of 15 members: 9 city officials, 4 county officials, and 2 citizen representatives. Mayor Hughson is the current chair of the committee. CAPCO was the original name of the organization and the name was changed to CAPCOG in August 2004.

The Executive Committee periodically reviews the mission In 1998 an informal survey was conducted, in 2008 a facilitated workshop was held that discussed membership, dues, priorities, and regional issues, and in 2019 a workshop was held to look at the following issues:
- Mission Statement, is it still describing the mission of the organization?
- Resiliency, which is important because CAPCOG is not a taxing entity. The budget is made up of many funding resources for which all employee time is allocated. Over Fifty percent of the budget is funded by 911 and the Area Agency on Aging. Resiliency means diversification of funding sources.
- Future Regional Issues such as broad band, coordination of emergency response assets during disasters, looking at housing supply across the region based on growth analysis, flood mitigation planning, transportation planning, regional water planning, county land use authority

COGs are Regional Planning Commission (RPCs) under state statutory directive: "…to make studies and plans to guide the unified, far reaching development of a region, eliminate duplication, and promote economic and efficiency in the coordinated development of the region."
A RPC statutory directives are:
- **Efficiency: COGs operate a on reimbursements basis and are given deliverables from states federal agencies and if it is not accomplished, there is no reimbursement.**
- **Effectiveness: If projects are not done right then no revenue**
- **Delivery of service: programs on behalf of cities and counties**
- **Local control: Members of the local governments make decisions on what**

the COG should do

Ms. Voights mentioned what COGs do and there are 24 COGs in Texas that share core programs:
• Emergency communications/9 1 1 for cities and rural areas
• Area Agency on Aging is a federal program provided for seniors
• Solid Waste Planning/Funding is a state program and the plan drives the funding. There is an annual grant process from recycling and illegal dumping surveillance
• Criminal Justice Planning/Funding is contracted by the Governor's office
• Homeland Security Planning/Funding tasked after 9/11
• Economic Development District – every COG is an economic development district, and the federal Economic Development Administration (EDA) provides funding to assist cities and counties for economic development.

Ms. Voights stated that Emergency Communications began with the state Program.
• CAPCOG was dedicated as the nation's first COG that is also an Emergency Communications District
• Budget derived from 9 1 1 fees paid by phone customers
• Redundant dedicated network to 31 Public Safety Answering Points for 9-1-1 call delivery
• Call taking equipment and recording equipment, GIS mapping, language line, pre arrival care
• Training call takers for Texas Commission on Law Enforcement (TCOLE) licensing, continuing education & call management
• Public education
• Budget is $18 million – 88% for equip main, networks, 911 services

Ms. Voights mentioned that Services for Seniors and Caregivers for Area Agency on Aging (AAA) and Aging Disability Resource Center (ADRC):
• Information, Referral & Assistance
• Care Coordination & Support – benefits counseling, in home support, financial support, caregiver
• Ombudsman – resident advocacy at assisted living facilities & nursing homes. Ms. Voights stated that staff goes to all the senior facilities in the region and is an advocate for residents
• Contractual Services – senior centers, Meal on Wheels, transportation contracted with CARTS
• Outreach Program – Health & Wellness, Safety, Nutrition, Housing Budget $6.8 million & 28 staff

CAPCOG was the first COG out of 24 in Texas that formed an Homeland Security task force which Homeland Security – Budget $350K plus project budgets & 3 staff
• Coordinates regional approach to funding, planning, training, outreach via various active committees:
Planning, Training & Outreach, Technology, Recovery & Resiliency, Response, and Public Health & Education
• Manages regional notification system WarnCentralTx.com and WebEOC.
• Works primarily through Emergency Management Coordinators

Ms. Voights stated there is a sub-committee of the Executive Committee working on ideas to get the public to register for Warn Central Texas to receive emergency notifications for flooding or fires. Community Economic Development division mainly assists with Planning and Funding. Ms. Voights stated there are 5 different grants, a committee scores the applications and executive committee reviews them. The Household Hazardous Waste Collection events is the most popular grants provided. Regional Planning & Project Development Division project development occurs focuses on more environmental issues and works with air quality program that ground level monitors, what the data shows for ozone. Flooding mitigation after flooding maps to show where it flooding may happen the next time. Other services include Air Quality, GIS Services & 9-1-1 Management and Mapping, County contracts for GIS 911, Broadband, and Water

Ms. Voights mentioned the Governor's office funds all COGs to do law enforcement training & retraining Regional Law Enforcement Academy (RLEA) for the last 22 years. Other training provided are:
• Basic Peace Officer Courses (BPOCs)
• Jailer certification courses
• TCOLE Mandated Inservice courses
• Use of force simulator now called de escalation simulator
• Texas Department of Agriculture Gas pump skimmer project
More training includes:
• Canine encounters Crime scene investigation
• Environmental law Crisis intervention
• Cyberstalking Basic Instructors
- Budget $477K and 3 Full time employees (Tuitions generate 30% of budget)

CAPCOG does Planning:
• Area Agency on Aging Area Plan

• Austin-Round Rock-Georgetown Regional Air Quality Plan 2019-2023
• Regional Solid Waste Management Plan
• Criminal Justice Plan and Priorities
• Homeland Security's Threat and Hazard Identification and Risk Assessment (THIRA)
• Emergency Communications Strategic Plan
• Regional (CEDS) Economic Development Plan

CAPCOG going Forward:
• Shared services survey – 18 responses out of 222 sent Human Resources support, GIS and flooding mapping, debris management
• Collaboration with the Capital Area Metro Planning Organization
- Regional transit coordination planning
- Traffic incident management policies
- Commute Solutions support
• Economic development funding, grant application support, and administration
• NextGen 9-1-1

CAPCOG Governance
• General Assembly: membership includes ISDs, EDCs, chambers, co-ops, special districts, local governments.
• Duties: budget, bylaws, policy issues, governing body which is the Executive Committee
• General Assembly chooses the Nominating Committee to develop the slate of elected officials for the Executive Committee – Sept Oct.
• General Assembly elects Executive Committee every December
• Executive Committee serves Jan-Dec
- 25 city and county elected officials
- 4 state legislators passed by state bill

Council Member Rockeymoore inquired about the electronic communication NextGen environment. Ms. Voights said that 9-1-1 is voice only, capable for text 9-1-1. It is recommended to always use a voice call and send text as the last resort. Phone companies has been last to migrate into a digital environment. CAPCOG has placed fiber optic throughout region. This will allow us to digitally allow more than voice which includes video. That means you can take a picture of an accident and send into the Public Safety Answering Point (PSAP) right away.

Council Member Derrick asked how San Marcos can benefit from economic

development and noted the shared service survey received 18 responses out of 220 to HR support, GIS Mapping, Flood mapping similar to Wimberley. How can San Marcos take advantage? Ms. Voights stated that her staff is willing to help with EDA grants and how to write and build the application due to specific requirements. Ms. Voights stated shared services issues, board was disappointed in the response but it was paused due to Covid. Council Member Derrick asked if CAPCOG gives recommendations on where not to build as to flooding issues. Ms. Voights stated we will be working on behalf of the local government but looking at the emergency management response.

Council Member Baker asked how the passing of the cite and release ordinance fits into the larger discussion of CAPCOG related to Criminal Justice Plan and Priorities. Ms. Voights stated that the Criminal Justice Plan is updated annually and was last done in August/September 2019. Ms. Voights stated that it has not been addressed in the Criminal Justice Plan.

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

Mayor Hughson stated the following comments:
To any and all who are watching tonight. You will hear the latest numbers shortly including the news of several recent deaths of people in San Marcos. There have been too many deaths because of this dreaded disease. Please, the studies have shown that wearing a mask REDUCES the chance of giving Covid to someone else. That someone else could be a stranger at the grocery store but it could also be a friend or family member. Anyone who you might infect can get sick and/or transmit it to someone in THEIR family. PLEASE keep your distance from everyone outside of your immediate household! Even if they are family members. Wear a mask. If you AND the people you are near BOTH wear masks it greatly reduces the chances of transmittal both ways. Many of us are starting to feel helpless about Covid. But we ARE NOT helpless! We can distance, which is free, and we can wear masks which are available at low cost. This is how each of us can fight the coronavirus today and tomorrow.

Speaking of tomorrow, I will issue my Mayor's third public health advisory related to Covid-19. It will include:
wear a face covering, physical (social) distancing, follow guidelines provided by the Centers for Disease Control and prevention, limit contact with the public and limit contact with public surfaces

Council Member Gonzales expressed his condolences to the families that have lost loved ones. He encouraged the public to avoid having family gatherings

and stay home.

Chase Stapp, Director of Public Safety provided status reports and updates on response to COVID-19 pandemic.

Known Cases – as of today
• 2,886,267 U.S. cases with at least 129,811 fatalities. (More than 44,361 new cases since yesterday)
***source: Center for Disease Control and Prevention**
• 200,557 (94,120 active) cases in 247 Texas counties with 2,655 fatalities
***source: Texas Department of State Health Services**
• 3,193 in Hays County with 10 fatalities (2,655 active and 528 recovered)
– 10,294 tests returned negative
– 1,609 active and 191 recovered in San Marcos (6 fatalities)
– 68 cases have required hospitalization, 20 current hospitalizations
– 10 deaths, 6 in San Marcos
***source: Hays County Health Department**

Mr. Stapp echoed Council Member Gonzales comments and expressed sentiments to the families.

Mr. Stapp displayed bar graphs that shows the number of new cases per day and the number of hospitalizations per day for San Marcos for 30 days.

Updates to Governor Abbott's Actions
• June 30: Extends Disaster Declaration for all counties in Texas
• July 2: Establishes Statewide Face Covering Requirement via Executive Order and Issues Proclamation to Limit Gatherings
– "Every person in Texas shall wear a face covering over the nose and mouth when inside a commercial entity or other building or space open to the public, or when in an outdoor public space, wherever it is not feasible to maintain six feet of social distancing from another person not in the same household."
There is a fine of up to $250 for not wearing a face covering.
• Exceptions include those under the age of 10, those with a medical condition or disability that prevents wearing a face covering, while eating or drinking in a restaurant
• First-time violators receive a verbal or written warning; second and subsequent violations shall be punishable by a fine not to exceed $250
– Outdoor gatherings in excess of 10 people, with some exceptions, are prohibited unless approved by the Mayor of the city in which it is to be held, or County Judge if in an unincorporated area

Testing Overview
• 13,559 tests administered county wide
– 10,294 negative (76.3%)
– 3,193 confirmed (23.7%)
– 72 pending as of today
• County free testing – Live Oak Clinic on Broadway
– CDBG-CV grant application in process to enhance these services
• Past Texas Division Emergency Management (TDEM) testing sites – Ranged between 200-700 people at each
• Future TDEM sites – July 12-16 at San Marcos High School
– Limited to 500 test kits per day

Upcoming considerations
• City re-opening plan
Mr. Stapp stated that tentative of Monday, July 27th to open facilities and we will evaluate a week prior to July 27th.
• Utility billing changes - on tonight's agenda

Council Member Gonzales inquired about the turnaround time for test results. Mr. Stapp stated the turnaround time is determined by which type of service and what lab is used. With TDEM, the results had a better turnaround time within 3-5 days. There was a backlog at the local lab from 48 hours and they are now caught up. The testing that will be done at San Marcos High School, administered by TDEM, will have a faster turnaround.

Mayor Hughson expressed her concern and sympathy to the families that have lost loved ones recently.

CONSENT AGENDA

A motion was made by Council Member Baker, seconded by Mayor Pro Tem Mihalkanin, to approve the consent agenda.

Mayor Hughson abstained from item #5 because she owns property and lives near the area where part of this project is being proposed. The motion to approve carried by the following vote:

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

Against: 0

3. Consider approval, by motion, of the following meeting Minutes:
A. June 2, 2020 - Regular Meeting Minutes
B. June 11, 2020 - Special Meeting Minutes
C. June 16, 2020 - Work Session Meeting Minutes
D. June 16, 2020 - Regular Meeting Minutes
E. June 18, 2020 - Special Meeting Minutes
F. June 25, 2020 - Special Meeting Minutes

4. Consider approval of Resolution 2020-140R, authorizing funding in the amount of $100,000 to be transferred from the Permanent Art Fund to the Art and Cultural Grants Programs for fiscal year 2021 as recommended by the San Marcos Arts Commission; and declaring an effective date.

5. Consider approval of Resolution 2020-141R, expressing support of the submission of a grant application to the Lyda Hill Lone Star Grant Program by the San Marcos River Foundation in partnership with the City of San Marcos and San Marcos Greenbelt Alliance to fund a trail connecting Purgatory Creek to the Spring Lake Natural Area; authorizing the City Manager or his designee to execute a Memorandum of Understanding regarding the rights and duties of each party and any other documents necessary to effectuate the project; and declaring an effective date.

6. Consider approval of Resolution 2020-142R, approving a fourth addendum to the Chapter 380 Economic Development Incentive Agreement with Humpty Dumpty SSM, Ltd. in connection with the redevelopment of Springtown Shopping Center which amends the agreement to establish the year 2022 as the first year in which application for a grant payment may be made; authorizing the City Manager to execute the fourth addendum; and declaring and effective date.

7. Consider approval of Resolution 2020-143R, supporting the Mayor's public statement regarding the killing of George Floyd; authorizing members of the City Council to join in such public statement; and declaring an effective date.

PUBLIC HEARINGS

8. Receive a Staff presentation and hold a Public Hearing to receive comments for or against amending the Community Development Block Grant (CDBG) 2019-2020 Action Plan to add a proposed COVID-19 Testing Program as an activity, using $105,530 of the the Community Development Block Grant - Coronavirus Response (CDBG-CV) allocation of $425,261.

Michael Ostrowski, Assistant Director of Development Services, provided the presentation on amending the Community Development Block Grant (CDBG) 2019-2020 Action Plan, to use $105,530 of the Community Development Block Grant - Coronavirus Response (CDBG-CV) for Covid testing.

Mr. Ostrowski stated Council directed staff to look for other options for a

COVID-19 testing program to increase testing availability and the speed of the results. Mr. Ostrowski thanked Rachel Ingle, Emergency Management Coordinator, Chase Stapp, Director of Public Safety and Hays County representatives for coming up with the COVID 19 Testing Partnership which will increase testing to meet demand.

Mr. Ostrowski provided the timeline for the next steps of the CDBG-CV grant:
Public hearing - July 7
Public comment period & Research most effective option - July 12-17
Request City Council approval of an option - August 4
Request HUD authorization to use funds - August 5-31
Funding available - Late August

Mayor Hughson opened the Public Hearing at 7:28 p.m.
There being no speakers, the Mayor closed Public Hearing at 7:28 p.m.

Council Member Derrick asked about the mandatory workshop for best practices between the County and the City and hoping it wasn't mandatory. Mr. Ostrowski stated that the workshop is not required. Council Member Derrick asked who is going to work on the City's behalf with the County to ensure the money is going to be used to the best ability and make a difference. Mr. Ostrowski mentioned that CDBG funding and the need has to be there and there will be benchmarks set in agreement between the City and the County and report back to HUD.

Council Member Baker stated that expediting the money will be helpful and asked if money is being used to cover more administrative costs. Mr. Ostrowski stated there will not be any additional administrative cost for this item.

Mr. Stapp stated that the County and the City are on the same page to provide the testing to San Marcos residents only. Mr. Stapp mentioned that the reason for the flexibility and testing capacities is due to receiving test kits from the government. The program can pay for quicker testing results. Mr. Stapp stated that the timeline works with robust testing for a month through the middle of July and there will be a break and start with the program.

NON-CONSENT AGENDA

9. Receive a Staff presentation and hold discussion regarding the return to normal utility billing operations for non-payment, and provide direction to Staff.

Victoria Runkle, Interim Director of Finance, provided a presentation on the

return to normal utility billing operations for non-payment.

Ms. Runkle stated there is now a different approach to helping citizens who need assistance in paying their utility bills.
(CAI) The history of procedures prior to March 2020:
• Customers have 18 days to pay their Electric, Water, Waste/Water, Drainage (Stormwater) and Garbage bills
• If no payment has been made, customers receive a late notice
• Generally, after 28 days, service is terminated
• A 10% late fee is charged to customers' accounts
• City directs low income and any other residential customers to a variety of social service agencies, if people need help
• City works with both residential and commercial customers on payment plans, if necessary

March 2020 to Current:
• City halted all termination processes, including sending accounts to collections
• Need to develop a plan to help customers and ensure our utilities do not become unstable
• Late fees are removed, upon request; system charges automatically, we have the technology to remove late fees
• In recommendations staff suggests removal of all late fees from March through December 2020; will cost approximately $20,000 across all utilities
• More commercial than residential customers ask for the late fee removal; probably a case of not knowing they can ask.

Ms. Runkle stated residential customers tend to be running late on their bills, but only 30% of the customers have not paid their bills after three months.
• 140 of the 153 customers have deposits of $33,000
• We are holding money customers could use to pay their bills
45 customers are 91 days + longer = $7,400
91 customers are 60-90 days = $13,000
153 customers are 0-60 days late = $75,000 outstanding

Ms. Runkle stated that commercial customers have only 17% of this cycle's commercial customers (3) are three months in arrears
• 12 of the 17 customers have deposits of $2,800
• Commercial businesses could use their deposit to pay bills
3 customers 91 days + longer = $828
17 customers 0 – 60 days late = $21,000 outstanding

12 customers 60 – 90 days = $8,645

Ms. Runkle mentioned that they are going working on an immediate customer outreach by using all mediums, web, paper, emails: "Need help to pay your utility bills? Call us!". Ms. Runkle stated that there will be no terminations until, at least, September 30 and prior to that, staff will bring back to council to evaluate. Staff will monitor assistance requests as this will inform us as to the level of support our citizens need – help determine duration and level. Ms. Runkle mentioned determining next steps in mid September, based upon: economy, student ability to pay, other possible programs.

Ms. Runkle stated that the assistance options are deposits can be applied to outstanding bills, if the customer wants, offer a payment plan and City has a partnership with Community Action that has almost $100K that can help with utility payments. Community Action handles the qualifications and how many times a customer can apply for assistance. The City does not get involved in determining who is eligible.

Ms. Runkle mentioned the "Click to help your Neighbors" Program:
• Paper Bills already include a way for people to offer assistance by including extra money over their bill amount and the money goes to the assistance fund.
• Our new software, beginning this week, will include an electronic way to contribute.
• Customers are helping more in 2020 than in prior years: $1,500 as of this period last year – this year $1,700 in same period
• We will not offer "incentives for giving" this lowers the available assistance Funds.

Ms. Runkle stated staff is working on changing the Community Action, Inc who can only help individuals, not businesses. (CAI) Agreement for available assistance with more accessibility because the current contract only permit us to help low income residents, using federal guidelines. Any changes will require Council approval and staff will bring back with contract changes in August. Ms. Runkle mentioned that staff is working with our Economic Development staff and the Chamber of Commerce to determine if there are other agencies who can help in administering a commercial assistance program. They are exploring the use of CARES money to dedicate to the program.

SUMMARY and RECOMMENDATIONS
GOAL: To have a clear customer process and timeline

ACTIONS:
• Continue the "no-termination" process until, at least, September 30
• Market a "We are here to help" customer outreach program
• Eliminate all late fees effective March – End of Calendar year
• Assistance program includes, but is not limited to use of deposits, pay plan set up, assistance to help with bills through a third-party(s) and no one will be sent to Collections for the remainder of calendar year
• Working on Agreements to make the use of available assistance more accessible
• Bring Agreements to Council for consideration in August for both residential and commercial accounts

Council Member Derrick asked if use of deposits are for residential and commercial customers and if they have to replenish the deposit. Ms. Runkle stated they may use the deposit but are suggesting a payment plan to not use their deposit.

Council Member Derrick expressed concerns about administrative fee charges for Community Action of 8% compared to other partners. Chamber of Commerce is handling economic development program for small business with $240K and using 40% for administrative fee. Community Action has a flow and the Chamber needs to work with a new system, why is that? Ms. Runkle stated Community Action has more support resources did not reject the idea about commercial programs but will need more on the administrative fee as that would be new to them. Chamber needs to start a new program if Community Action has a new basis. Concern for Community Action parameter is that CARES money has on them with the $1.2M. Council Member Derrick suggests we work with Community Action for solutions to consider and is appreciative.

Mayor Hughson stated that Community Action has a system in place and Chamber of Commerce had to set up software and that is part of the difference in the administrative fee. Mayor Hughson asked if Community Action gives the money to the individual or can they pay the City directly. Ms. Runkle stated the money is not given to Community Action, customers get qualified and will be
notified by the City of approval but likely not give money to the individual. Ms. Reyes stated that with small business the goal is to have a simple and combined application.

10. Receive a Staff presentation and hold discussion regarding Recommendation Resolution Number 2020-0201 of the Main Street Advisory Board regarding the Emergency

Installation of Curbside Pickup Parking Spaces for COVID-19 Small Business Operations, and provide direction to Staff.

A motion was made by Council Member Gonzales, seconded by Mayor Pro Tem Mihalkanin, that this item be postponed until August, per request from the Main Street Board. The motion carried by the following vote:

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

Against: 0

11. Hold discussion regarding Recommendation Resolution 2020-01RR, of the Parks and Recreation Board of the City of San Marcos, Texas Supporting the creation of a River Benefit Parking District with the implementation of paid parking with this district; hold discussion to determine how such funds may be used for City parks; and provide direction to Staff.

Drew Wells, Director of Parks and Recreation, provided the presentation of a creation of a River Benefit Parking District with the implementation of paid parking.

Mr. Wells stated that this recommendation is from the Parks and Recreation Advisory board to council to consider the concept of paid parking within the river parks. Parks and Recreation held a joint meeting with Parking Advisory Board, to accomplish potential revenue to help offset some of the associated with maintenance, park ranger program and other expenses in the parks system. Mr. Wells stated we would have public input to structure it to make it successful. We wanted to introduce this and ask the Council if this a concept that Council wants to explore and then the staff can do the research to answer some questions.

Mayor Hughson read part of the resolution recommendation of the Parks and Recreation board:
Part 1: It is recommended that the City Council provide direction to staff to move forward with the creation of a River Benefit Parking District with consideration for free or low cost parking for residents.
Part 2: It is recommended that City Council consider the potential negative impact of adjacent residential neighborhoods.

Diane Phalen, Chair of Parks and Recreation Advisory Board stated the board discussed cost recovery last year and Parks department is at 14% of cost recovery, the funds are needed. Ms. Phalen stated one option is to charge out of towners to

enjoy the parks. The current board that has been newly appointed hasn't discussed about this and seeking direction on how to go forward.

Council Member Derrick stated we need revenue to increase the number of park rangers and maintenance and a number of other items. None of the locals are at Rio Vista, because it is crowded Out of towners do not pay anything for our parks. We need more park rangers for families to feel safe. Council Member Derrick stated the Council approved the Parking advisory board 3 phase approach and wants to ensure each item happens inside the plan. The Parking Advisory Board received $500K for eCab/electric cabs allocated from the Downtown TIRZ to alleviate traffic congestion downtown. Would like to hear from chair of the Parking advisory board, Kelly Stone to address any concerns.

Mayor Hughson stated she would like the two boards to work together to start with and get things identified. Parks advisory look into actual parking at the parks and come up with plan. Then get back with Parking advisory and get all things addressed.

Kelly Stone, Chair of the Parking Advisory Board, stated Mr. Wells said that community input will be important and that is what it is taking place from the Parking advisory board. We were selected in March and met until May of last year but there was no purpose in meeting until paid parking was implemented. We began to meet because Council Member Mihalkanin stated during a workshop for paid parking that the Parking Advisory Board hasn't met. She stated in December $500K was approved for an eCab program assist with mobility issues/parking downtown. Ms. Stone mentioned the board is trying to have solutions on a variety of problems. Downtown residents have difficulty parking and all of the parking are a 2 hour limit and enforcement has been an issue.

Ms. Stone mentioned there was a joint meeting with Parks and Recreation Advisory Board after they became aware of the Parking Advisory Board. Task for the Parking Advisory Board is to develop all benefit districts and not just the river and downtown districts that Kimley Horn presented. Ms. Stone stated that only 30% of parking tickets get paid so tickets are not a big revenue source.

Mayor Hughson asked if the Parking Advisory Board has been discussion River Parks parking prior to January. Ms. Stone stated yes as part of the full

rollout, that eCab is not just for downtown but for last mile solutions. The Parks and Downtown are so close that they are interconnected with respect to parking. We were told by our staff liaison they we are not to meet because we do not have legislative items and not met in 4 months. The RFP for the eCab company has been on hold.

Mayor Pro Tem Mihalkanin supports the Parks and Recreation Advisory Board working with Parking Advisory Board. Mr. Mihalkanin suggests the burden can be shared by having the Parks and Recreation Advisory Board researching parking in the parks and then any recommendations go before the Parking Advisory Board before Council. The PAB was working and committed and would like to have the Parking Advisory Board meet soon.

Mayor Hughson asked Ms. Stone if the eCab is to serve the parks. Ms. Stone stated the board has been looking at different surface lots by the dog park and the armory. The Council had provided $50K to assist the local business to lease parking spots for employees for $3 a day and the eCab can take the individual from that parking to downtown Mayor Hughson stated the money that was allocated with the Downtown TIRZ dollars is to serve downtown and we might need to look at other funding source to add serve the parks.

Council Member Derrick asked if we can use funding from the CARES act from transit to help with funding.

Council Member Baker is concerned that paid parking will not detour bad behavior which is one of the biggest issues with river tubing. It is a class issue and changes the demographic we can serve, whether they are local residents or not. Mr. Baker stated we are not issuing littering tickets which could bring revenue and finds issues with paid parking. He looks forward to the proposal that will come to us. Council Member Baker suggested we do more prioritizing with the funding we receive through sales tax and hotel occupancy tax (HOT). without having paid parking. Mayor Hughson stated that we have tried to be able to use HOT funds to help with expenses on the river, such as cleaning up littering. It is not allowed. Mayor Hughson stated residents that live or rent in San Marcos pay taxes so
they are helping to pay the parks and out of towners are not paying for parks.

Council Member Derrick stated we cannot enforce anything due to limited funding, needing money for the park rangers and maintenance and trash pickup is a via a revenue stream and paid parking is an option. We cannot

have the enforcement needed because we do not collect enough money because we do not have enough rangers to do the enforcement. In other cities, parking fees help to pay for services related to the parks and it is time to do that here.

Council consensus is to move forward with a river parks parking district through the Parks and Recreation Advisory Board and the Parking Advisory Board working together to present options.

Mr. Lumbreras stated that the parking manager position is on hold due to the hiring freeze and the RFP for the eCab service we have to work though the project plan for the TIRZ board but that is a different funding source. Staff will get this initiative moving.

Ms. Stone stated that they Parking advisory was charged with the benefit district areas and if Parks and Recreation is working separately there needs to be distinctions between what is park and city parking and how to work separately on the parking issue from the 3 phase approach.

Mayor Pro Tem Milkanin suggested to make sure that the two boards meet together and bring each other up to speed on what they have been doing up to now to come to an understanding to divide the labor and have communication. Mayor Hughson confirmed that was her suggestion from the beginning.

Ms. Phalen stated that the Parks and Recreation board hasn't discussed this in detail but the parking resolution was to begin a conversation; there is no plan proposed yet. Parking is a city wide problem and river parking has special considerations because of the out of towners who come to the river. Mayor Hughson stated the two boards need to meet on what each board has been doing and proceed from there.

Direction to staff is to proceed with the creation of a river benefit parking district. The Parking Advisory Board is to begin meeting for regular business. The Parks and Recreation Advisory Board and Parking Advisory Board should work together on the park benefit district and eventually bring back recommendations to Council.

12. Hold discussion on council policy related to placing a discussion item on an agenda; provide direction on any additional information needed, and provide direction to the City Manager.

Council Member Derrick and Deputy Mayor Pro Tem Rockeymoore asked that this item be brought forward. Council Member Derrick stated two Council Members can place items on the agenda without going through the Mayor or

City Manager.

In the future when items are placed on the agenda, she would like to know why an item is being placed on the agenda. This will help Council better understand the purpose. Council members should provide the reason they want the item on the agenda

Sam Aguirre, Assistant City Attorney, recommended that the council members requesting the item include in the email request the reason for the item to be on the agenda.

Council provided consensus to include background information when requesting an item to be placed on the agenda and the City Clerk will forward it to the Mayor for notification purposes. If a PowerPoint will be presented it the council member requesting it should provide it within two weeks from the date of the council meeting.

Mr. Lumbreras recommended an update the code of conduct policy. Mayor Hughson stated that the Pro Tems are working on updating it and will be sending an update on the procedures to the City Manager.

IV. Adjournment.

A motion was made by Deputy Mayor Pro Tem Rockeymoore, seconded by Mayor Pro Tem Mihalkanin, to adjourn the regular meeting of the City Council on Tuesday, July 7, 2020 at 9:24 p.m. The motion carried by the following vote:

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

Against: 0

Elizabeth Trevino, Deputy Interim City Clerk **Jane Hughson, Mayor**

File #: Res. 2020-144R, **Version:** 1

AGENDA CAPTION:

Consider approval of Resolution 2020-144R, approving Change in Service No. 5 to the agreement with Starboard Consulting, LLC relating to the Maximo Work Order System used by the Public Services Department by adding an annual license renewal in the amount of $47,586.30; authorizing the City Manager to execute the appropriate documents to implement the Change in Service; and declaring an effective date.

Meeting date: August 4, 2020

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

Amount & Source of Funding

Funds Required: $47,586.30

Account Number: 21006322-52395($12,596.57), 22006335-52395 ($7,893.84), 2200633-52395 ($6,883.21), 22006331-52395 ($9,068.88), 22006332-52395 ($3,277.64), 22006330-52395 ($1,856.87), 10006144-52395 ($6,009.29).

Funds Available: Click or tap here to enter text.

Account Name: Click or tap here to enter text.

Fiscal Note:

Prior Council Action: Res 2018-217R - award a contract to Starboard Consulting LLC to upgrade Maximo in amount of $133,800; Res 2019-221R - approve change in service in the amount of $71,590.

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

Choose an item.

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

☐ Parks, Public Spaces & Facilities - Choose an item.

☐ Transportation - Choose an item.

☐ Core Services

☐ Not Applicable

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

Choose an item.

Background Information:

In 2018, City Council awarded contract 218-291 to Starboard Consulting LLC to upgrade the City's Work Order System Maximo. Through prior change in service amendments, the upgrade included integration to the City's financial System MUNIS and added annual license and user fees for a total contract amount of $278,596.00.

This change in service is to extend the annual license and maintenance fees for the Maximo Asset Management system used by the Public Services Department for the annual period of August 1, 2020 to July 31, 2021 for the estimated amount of $47,586.30.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Approve contract changes and the annual service renewal in the amount of $47,586.30.

RESOLUTION NO. 2020-144R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING CHANGE IN SERVICE NO. FIVE TO THE AGREEMENT WITH STARBOARD CONSULTING, LLC RELATING TO THE MAXIMO WORK ORDER SYSTEM USED BY THE PUBLIC SERVICES DEPARTMENT (CONTRACT NO. 218-291) BY ADDING AN ANNUAL LICENSE RENEWAL IN THE AMOUNT OF $47,586.30; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE APPROPRIATE DOCUMENTS TO IMPLEMENT THE CHANGE IN SERVICE; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. Change in Service No. 5 to the agreement with Starboard Consulting, Inc. relating to the Maximo Work Order System used by the Public Services Department (Contract No. 218-291) by adding an annual license renewal in the amount of $47,586.30 is hereby approved.

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

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

ADOPTED on August 4, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

EXHIBIT B
AUTHORIZATION OF CHANGE IN SERVICE

CONTRACT NUMBER / CONTRACT NAME:	**218-291 Maximo Work Order System Upgrades**	
CITY REPRESENTATIVE:	**Tanee Young, Information Technology**	
CONTRACTOR:	**Starboard Consulting, LLC**	
CONTRACT EFFECTIVE DATE:	**December 17, 2018**	
THIS AUTHORIZATION DATE:	**August 4, 2020**	**AUTHORIZATION NO.: 5**

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

This contract is hereby renewed pursuant to the terms of the contract for the period August 1, 2020 through July 31,2021 in the amount of $47,586.30.

Parties agree to be bound by the Standard Terms and Conditions found: sanmarcostx.gov/StandardTermsandConditions

Original Contract Amount:		$ 133,800.00
Previous Increases/Decreases in Contact Amount:		$ 144,796.00
This Increase/Decrease in Contract Amount:		$ 47,586.30
Revised Contract Amount:		$ 326,182.30

CONTRACTOR:

Per Attached Quote # 1191-R2005
Signature

Date

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

CITY:

Signature

Date

Bert Lumbreras
Print Name

City Manager
Title

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

Account Number(s):	Amount	Date
# 21006322-52395	$ 12,596.57	05/28/20
# 22006335-52395	$ 7,893.84	
# 22006333-52395	$ 6,883.21	
# 22006331-52395	$ 9,068.88	
# 22006332-52395	$ 3,277.64	
# 22006330-52395	$ 1,856.87	
# 10006144-52395	$ 6,009.29	

2170 West State Road 434, Suite 385
Longwood, FL 32779

Phone: 407-622-6414
Fax: 407-622-6417
www.starboard-consulting.com

May 21, 2020

Quote No: 1191-R2005
Expiration Date: 7/31/2020

City of San Marcos
Attn: Gene Sipes
630 E. Hopkins Street
San Marcos, TX 78666-6314
Email:

CONTACT PERSON	CONTACT EMAIL	QUOTE NUMBER	LICENSE TERM
Karen Buck	kbuck@starboard-consulting.com	Q1191-R2005	8/1/2020 - 07/31/2021

QUANTITY	DESCRIPTION	UNIT COST	TOTAL
25	IBM Maximo Asset Management Authorized User Annual SW Subscription & Support Renewal	$1,097.00	$27,425.00
37	IBM Maximo Asset Management Limited Use Authorized User Annual SW Subscription & Support Renewal	$544.90	$20,161.30
		SUBTOTAL	$47,586.30
		SALES TAX	**
		TOTAL DUE	**$47,586.30**

** Sales Tax to be added and paid by Client if applicable

Thank you for your business!

City of San Marcos

630 East Hopkins
San Marcos, TX 78666

Legislation Text

File #: Res. 2020-145R, **Version:** 1

AGENDA CAPTION:
Consider approval of Resolution 2020-145R, rejecting the sole bid received in response to an invitation for bids from E-Z Bel Construction, LLC, for the San Marcos Downtown Accessible Pedestrian Traffic Signal Improvements Project; and declaring an effective date.
Meeting date: August 4, 2020

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

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

Fiscal Note:

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

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

Choose an item.

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

☐ Parks, Public Spaces & Facilities - Choose an item.

☐ Transportation - Choose an item.

☐ Core Services

☐ Not Applicable

powered by Legistar™

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

Choose an item.

Background Information:

Invitation for Bid 219-394 for the San Marcos Downtown Accessible Pedestrian Traffic Signal Improvements project was issued on April 27, 2020 and bids were due on May 28, 2020. Only one bid was received from E-Z Bel Construction, LLC in the amount of $371,175 which was significantly higher than the engineer's estimate of $200,000. Staff wishes to exercise its option to reject the bid pursuant to the bidding and contract documents, Invitation for Bids, Section 8 and Instructions to Bidders, Section 9 and therefore request Council approval to reject the sole bid from E-Z Bel Construction, LLC.

Staff queried the contractors who obtained bid documents but did not bid and based on the feedback and the high bid received, it was determined that to be due to the dichotomy of work for a relatively small project. Small concrete contractors do not typically perform traffic signal work and vice-versa. For this reasons, Public Services-Transportation will request from TxDOT authority to split the Downtown Accessible Pedestrian Traffic Signal Improvements project into two separate projects as follows:

1. **Project 1: Traffic Signal Improvements** - Public Services-Transportation will seek special approval to complete all traffic signal improvements utilizing in-house crews.

2. **Project 2: Sidewalk ADA Improvements** - This project will include all concrete work including ADA ramps and sidewalk transitions only.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Staff recommends approval to reject the sole bid received.

RESOLUTION NO. 2020-145R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS REJECTING THE SOLE BID RECEIVED IN RESPONSE TO AN INVITATION FOR BIDS (IFB NO. 219-394) FOR THE SAN MARCOS DOWNTOWN ACCESSIBLE PEDESTRIAN TRAFFIC SIGNAL IMPROVEMENTS PROJECT; AND DECLARING AN EFFECTIVE DATE.

RECITALS:

1. The City received one bid in response to an Invitation for Bids (IFB No. 219-394) for the San Marcos Downtown Accessible Pedestrian Traffic Signal Project (the "Project").

2. After review of the bid, the City determined that the bid exceeds the current amount budgeted for the Project and that proceeding with an award of a construction contract for the Project at this time is not in the City's best interest.

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

PART 1. The bid received in response to IFB No. 219-394 for the San Marcos Downtown Accessible Pedestrian Traffic Signal Improvements Project from E-Z Bel Construction, LLC is rejected.

PART 2. This resolution shall be in full force and effect immediately from and after its passage.

ADOPTED on August 4, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

BID TABULATION

Downtown Accessible Pedestrian Traffic Signal Impr #219-394

June 11, 2020, 2:00 PM

Bidder Name	Total Base Bid	Total Base Bid + Alt
E-Z Bel Construction, LLC San Antonio, TX	$371,175.00	$489,645.00

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

Recorded by: _____

Witnessed by: Rachel Shelton, CTCD

Rev. 03/19/19

FINANCE DEPARTMENT – PURCHASING AND CONTRACTING DIVISION

-DRAFT -

(Date to be determined)

E-Z Bel Construction, LLC (sent via email: rhood@ezbel.com)
Attn: Randy Hood
203 Recoleta Road
San Antonio, Texas 78261

Re: Downtown Accessible Pedestrian Traffic Signal Improvements IFB #219-394 – Bid Rejection

Mr. Hood:

Thank you for responding to the above referenced Invitation for Bid. Your bid for $489,645.00 was the only bid received and is significantly higher than the estimated construction cost of $289,733.15. For this reason, the City has decided to reject your bid, pursuant to conditions of the bidding and contract documents, Invitation for Bids, Section 8 and Instructions to Bidders, Section 9.

The City will reevaluate the scope and any necessary modifications for future bidding.

We appreciative your time and effort in preparing and submitting a bid for this project. We look forward to your continued interest in working with the City of San Marcos.

Your bid bond will be mailed to you within the next few weeks.

Thank you,

Lynda Williams
Purchasing Manager

cc: Sabas Avila, CoSM Public Services Department

MUNICIPAL BUILDING ● 630 EAST HOPKINS STREET ● SAN MARCOS, TEXAS 78666
COSMPURCHASING@SANMARCOSTX.GOV

DocuSign Envelope ID: 37A4AEE5-C871-4AF2-92C7-C4F45A554A58

Texas Department of Transportation

MEMO

July 21, 2020

To: William L. Hale, P.E., Chief Engineer

Through: C. Michael Lee, P.E., Director of Engineering & Safety Operations

DocuSigned by:
776FBF9169644EA...

From: Gina E. Gallegos, P.E., Construction Division Director

DocuSigned by:
Gina Gallegos
124372CCDF604F5...

Subject: Rejection of Local Government Project, Hays County

Control: 0914-33-077
Project: STP 2019(347)TAPS
Highway: Various
Hays County

The above referenced project has been reviewed. The City of San Marcos and the Austin District recommend rejecting the single bid submitted for this project.

The City of San Marcos received one responsive bid. The lowest responsive bid was $489,645.00, or 69.0 percent over the engineer's estimate of $289,733.15.

The City is requesting the opportunity to relet the project including only the concrete work and to utilize City forces to complete the signal work in order to reduce project costs.

We request your concurrence in rejecting the bid received for this project. If you have any questions, please call Duane S. Milligan, P.E., at 512/416-2456.

DocuSigned by:
William L. Hale 7/21/2020
B9775932E4FB44F...

I concur with recommendation to reject. Approved

City of San Marcos

630 East Hopkins
San Marcos, TX 78666

Legislation Text

File #: Res. 2020-146R, **Version:** 1

AGENDA CAPTION:
Consider approval of Resolution 2020-146R, approving an agreement with Davis Vision for the provision of voluntary vision insurance for City employees in an estimated annual amount of $80,000.00 to be paid by participating employees for an initial four-year term with an option to extend up to three additional two-year terms for a total possible term of ten years; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.
Meeting date: August 4, 2020

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

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

Fiscal Note:

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

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

Choose an item.

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

☐ Parks, Public Spaces & Facilities - Choose an item.

☐ Transportation - Choose an item.

☐ Core Services

☐ Not Applicable

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

Choose an item.

Background Information:

The City currently offers employees and their families access to an employee paid group vision benefit plan as part of our total compensation program. This vision insurance is referred to as "voluntary coverage" because employees may voluntarily choose to enroll in the coverage and the cost of coverage is paid by enrolled employees through payroll deduction.

The City went out for Request for Proposal (RFP) for Voluntary Vision Insurance, RFP 220-125.
Seven (7) proposals were received in response to the Voluntary Vision Insurance RFP. An evaluation team comprised of city staff and our benefit consultants from Holmes Murphy evaluated all proposals. Two firms were ranked as finalists and interviewed. The team concluded that Davis Vision was the highest-ranking firm. Firms were ranked according to degree of match with our current benefit plan (or better), provider access/disruption, premium cost, customer service, billing/administrative operations and employee out of pocket cost. Davis Vision's proposal includes a 3% rate reduction and a four (4) year rate guarantee at the current benefit level with no minimum enrollment. Davis Vision is the current provider, so the only impact for employees will be a slightly lower cost.

City staff recommends awarding a four (4) year contract with the option to extend up to three (3) additional two (2) year periods, for a full contract term not to exceed a maximum combined total of ten (10) years. The annual contract amount is based upon enrollment and is estimated not to exceed $80,000 based on current enrollment with projected enrollment increases not to exceed 5% per year. Over the life of the agreement, projected contributions are estimated not to exceed $923,720.

The premiums are paid by employees through payroll deduction and are based on enrolled benefit level. Employees may make changes in coverage level annually during open enrollment and upon qualifying events. Additionally, the number of covered employees is subject to change throughout the year as employees terminate and are hired. Payments for this agreement are paid wholly by employee contributions.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Staff recommends award to Davis Vision for employee health vision plan.

RESOLUTION NO. 2020-146R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING AN AGREEMENT WITH DAVIS VISION FOR THE PROVISION OF VOLUNTARY VISION INSURANCE FOR CITY EMPLOYEES IN AN ESTIMATED ANNUAL AMOUNT OF $80,000 TO BE PAID BY PARTICIPATING EMPLOYEES FOR AN INITIAL FOUR YEAR TERM WITH AN OPTION TO EXTEND UP TO THREE ADDITIONAL TWO YEAR TERMS FOR A TOTAL POSSIBLE CONTRACT TERM OF TEN YEARS; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The Agreement with Davis Vision for the provision of voluntary vision insurance for City employees in an estimated annual amount of $80,000 to be paid by participating employees for an initial four-year term with an option to extend up to three additional two-year terms for a total possible contract term of ten years is approved.

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

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

ADOPTED on Augusts 4, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

PROPOSAL SUBMITTAL LOG

Voluntary Vision Insurance
#220-125
April 16, 2020 – 2:00 p.m., Local Time

PROPONENT NAME
Community Eye Care, LLC Charlotte, NC
Davis Vision, Inc (Memphis, TN) TX
Teresa Esparsa, VSP Rancho Cordova, CA
Lee Ammer in partnership with Eye Med Mason, OH
Humana Insurance Company DePere, WI
Metropolitan Life Insurance Company Dallas, TX
United Health Care Greensboro, NC

Recorded by: _____

Witnessed by: _____

Rev. 02/10/20

HOLMES MURPHY®

THINKING AHEAD

CITY OF SAN MARCOS VISION ANALYSIS

JUNE 2020

CITY OF SAN MARCOS – VISION OVERVIEW

VISION BENEFITS

- Current spend is approximately $71,117 annually
- 6 vendors responded to proposal:
  - Davis Vision (Incumbent)
  - CEC
  - EyeMed
  - Humana
  - MetLife
  - UHC
  - VSP

VISION CARRIER SUMMARIES

Davis Vision (Incumbent)

- ID cards included
- 227 current public entity clients
- Includes dedicated account manager
- 100% of top 50 utilized providers are in-network
- Safety glass rider: $4.71 per EE
- 4-year rate guarantee

Community Eye Care (CEC)

- ID cards included
- 131 current public entity clients
- Frames/lens/contacts and options all fall under same allowance
- Includes dedicated account manager
- 74% of top 50 utilized providers are in-network
- Safety glass rider included under standard allowances
- 3-year rate guarantee

VISION CARRIER SUMMARIES

EyeMed

- ID cards included
- 720 current public entity clients
- Does not include dedicated account manager
- 58% of top 50 utilized providers are in-network
- No safety glass rider
- 4-year rate guarantee

Humana

- ID cards included
- 1,100+ current public entity clients
- Includes dedicated account manager
- 46% of top 50 utilized providers are in-network
- Safety glasses available at preferred pricing
- 2-year rate guarantee

VISION CARRIER SUMMARIES

MetLife

- No ID cards provided
- 432 current public entity clients
- Does not include dedicated account manager
- 90.0% of top 50 utilized providers are in-network
- Safety glass rider included with separate lens allowance
- 2-year rate guarantee

UHC

- No ID cards provided
- Did not provide count of current public entity clients
- Includes dedicated account manager
- 90.0% of top 50 utilized providers are in-network
- No safety glass rider
- 3-year rate guarantee

VISION CARRIER SUMMARIES

VSP

- No ID cards provided
- 2,500+ current public entity clients
- Includes dedicated account manager
- 86% of top 50 utilized providers are in-network
- Safety glass rider: $4.97 per EE
- 4-year rate guarantee

VISION PROPOSALS: COST COMPARISON

Carriers	Annual Premiums	$ vs. Current	% vs. Current
Davis (Current/Renewal)	$71,117	$0	0.0%
CEC	$67,841	-$3,276	-4.6%
EyeMed	$76,520	$5,403	7.6%
Humana	$76,043	$4,926	6.9%
MetLife	$68,365	-$2,752	-3.9%
UHC	$66,822	-$4,295	-6.0%
VSP	$85,062	$13,946	19.6%

File #: Res. 2020-125R (b), **Version:** 1

AGENDA CAPTION:
Consider approval of Resolution 2020-125R, approving a Change in Service to the agreement with Knight Security Systems, LLC for the provision of professional high technology services, maintenance, and equipment related to security at the San Marcos Police Department in the estimated amount of $216,680.33 through the Texas Comptroller of Public Accounts' Department of Information Resources ("DIR") program; authorizing the City Manager or his designee to execute the appropriate documents to implement the Change in Service on behalf of the City; and declaring an effective date.

Meeting date: August 4, 2020

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

Amount & Source of Funding
Funds Required: $216,680.33 for FY 2020
Account Number: G608-General-ITequip 50036067-70200, Software Maintenance 21006322-52395

Funds Available: Click or tap here to enter text.
Account Name: Click or tap here to enter text.

Fiscal Note:

Prior Council Action: Postponed at June 16th Meeting

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

Choose an item.

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

☒ Parks, Public Spaces & Facilities - Well maintained public facilities that meet needs of our community

☐ Transportation - Choose an item.

☐ Core Services

☐ Not Applicable

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

Choose an item.

Background Information:

The decision to go with owner-provided security was made prior to seeking approval of the bond funds. The planning and scheduling of the 2017 bond project for the San Marcos Police Department additions and renovations started in early 2018. Planning consisted of evaluating total project costs and the project schedule and phasing for efficiencies and economies. It was decided early on during this process to utilize the City's existing security system vendor, Knight Security Systems, to participate in the planning and design process. Knight provided surveys for the facility's existing security systems, recommendations for the existing system upgrades to align with the City's latest security requirements, and solutions for integrating new security cameras and access control locations for maintaining a secure facility through each phase of construction. Staff believes that it is in the City's best interest and cost effective to continue with this project plan including amending Knight Security Systems' contract to provide a turnkey (design, installation, and maintenance) solution to this important part of the overall project plan and schedule.

The design services agreement with KGA Architects does not include the design and specifications for the security system, nor did the recently awarded contract with the general contractor, Trimbuilt, include the installation of a security system. Both contracts clearly stated that the security system would be owner-furnished and installed equipment.

Staff has thoroughly and completely evaluated the alternative option of issuing a request for proposals (RFP) solicitation to obtain the services of a security vendor, and believes it would be cost and schedule prohibitive at this point in the project. Proceeding with an RFP solicitation process would require the City to contract with a design consultant to develop the solicitation plans and specifications and provide construction administration services. The City would be looking at approximately $14,000 of added design and construction administration fees based on recent discussions with multiple design consultants. The design consultant would need at least two months to develop the security plans and specifications so the City's Purchasing & Contracting Division could publish the solicitation documents. The RFP process would be a minimum of four to five additional months to receive responses, evaluate proposals and present the award recommendation to Council for approval. The earliest the City could realistically have a security vendor under contract through this process is January 2021.

Based on Trimbuilt's baseline construction schedule, existing security upgrades need to be complete by January 2021 for the integration of the new addition security system infrastructure. The existing security

upgrades will take at least three months to complete, requiring the City to have a security vendor under contract and started by September-October 2020 to avoid conflict with Trimbuilt's critical path schedule of construction. The RFP option presents a conservative four to five-month gap in the overall project schedule and puts the City at risk of delay claims and/or change order pricing to avoid having an insufficient or non-functional security system between the initial phases of construction. The additional design service fees and anticipated coordination issues will negate whatever money the City might possibly save by going through an RFP solicitation process, and most likely cause additional burden to the project budget through claims and change order pricing.

The existing contract 218-058 with Knight Security Systems LLC is being amended to include work directly related to the Police Department renovations and additions. Knight Security Systems will provide and install access control system upgrades, including a new controller and licenses, access-controlled door access and cameras to the customer's existing Video Management system. Servers will also be provided to manage the added hardware. System installation includes hardware, system licenses, and configuration unless otherwise stated.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Staff recommends approval of a Change in Service to the contract with Knight Security Systems, Austin Texas for the estimated amount of $216,680.33.

powered by Legistar™

RESOLUTION NO. 2020-125R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A CHANGE IN SERVICE TO THE AGREEMENT WITH KNIGHT SECURITY SYSTEMS, LLC (CONTRACT NO. 218-058) FOR THE PROVISION OF PROFESSIONAL HIGH TECHNOLOGY SERVICES, MAINTENANCE AND EQUIPMENT RELATED TO SECURITY AT THE SAN MARCOS POLICE DEPARTMENT IN THE AMOUNT OF $216,680.33 THROUGH THE TEXAS COMPTROLER OF PUBLIC ACCOUNT'S DEPARTMENT OF INFORMATION RESOURCES ("DIR") PROGRAM (CONTRACT DIR-TSO-3430); AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE APPROPRIATE DOCUMENTS TO IMPLEMENT THE CHANGE IN SERVICE 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. A Change in Service to the Agreement with Knight Security Systems LLC (Contract No. 218-058) for the provision of professional high technology services, maintenance and equipment related to security at the San Marcos Police Department in the estimated amount of $216,680.33 through the Texas Comptroller of Public Account's Department of Informational Resources ("DIR") Program (Contract DIR-TSO-3430) is approved.

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

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

ADOPTED on August 4, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

EXHIBIT B
AUTHORIZATION OF CHANGE IN SERVICE

CONTRACT NUMBER / CONTRACT NAME:	**218-058 Security System Software and Maintenance (Knight Security)**	
CITY REPRESENTATIVE:	**Denise Pfeil, Information Technology**	
CONTRACTOR:	**Knight Security System LLC**	
CONTRACT EFFECTIVE DATE:	**November 11, 2017**	
THIS AUTHORIZATION DATE:	**August 4, 2020**	**AUTHORIZATION NO.: 24**

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

The existing contract 218-058 with Knight Security Systems LLC is being amended to include work directly related to the Police Department renovations and additions. Knight Security Systems will provide and install access control system upgrades, including a new controller and licenses, access-controlled door access and cameras to the customer's existing Video Management system. Servers will also be provided to manage the added hardware. System installation includes hardware, system licenses, and configuration unless otherwise stated for the estimated amount of $216,680.33.

This proposal will follow the guidelines stated in DIR contract number DIR-TSO-3430 Standard Terms and Conditions.

Parties agree to be bound by the CoSM Standard Terms and Conditions found: www.sanmarcostx.gov/termsandconditions

Original Contract Amount:		$ 34,616.17
Previous Increases/Decreases in Contact Amount:		$ 354,422.13 (RECONCILED 06.15.20)
This Increase/Decrease in Contract Amount:		$ 216,680.33
Revised Contract Amount:		$605,718.63

CONTRACTOR:

Signature _____ Date _____

Kevin Garlick / Sales Rep
Print Full Name / Title (if not in individual capacity)

CITY:

Signature _____ Date _____

Bert Lumbreras, City Manager
Print Name / Title

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

Account Number(s):	Amount	Date
# G608_general_itequip 50036067-70200	$ 216,680.33	06/16/2020

File #: Res. 2020-147R, **Version:** 1

AGENDA CAPTION:
Consider approval of Resolution 2020-147R, approving the award of a construction contract to Flasher Equipment Company for the Hunter Road Restriping project in the total amount of $183,363.45; authorizing the City Manager or his designee to execute the contract on behalf of the City; and declaring an effective date.
Meeting date: August 4, 2020

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

Amount & Source of Funding
Funds Required: $183,363.45
Account Number: C#634
Funds Available: $800,000.00
Account Name: Wonder World Dr & Hunter Rd Intersection Improvements

Fiscal Note:

Prior Council Action: NA

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

Multi Modal Transportation

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

☐ Parks, Public Spaces & Facilities - Choose an item.

☒ Transportation - Multimodal transportaion network to improve accessibility and mobility, minimize congestion and reduce pollution

☐ Core Services

☐ Not Applicable

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

Background Information:

The objective of this project is to implement bike lanes along Hunter Road between San Antonio St and Wonder World Drive in accordance with the City's complete street ordinance and recently adopted transportation master plan objectives. Project scope includes removal of existing striping along Hunter Road between San Antonio St and Wonder World Drive and installation of new striping for bicycle lanes, buffer, two way left turn lane, travel lanes, delineators and signs. This project will be completed in conjunction with Capital Area Metropolitan Organization (CAMPO) funded RM 12/FM 2437 Intersection Improvements (219-374) project.

Invitation for Bid 220-148 was issued on April 19, 2020 and bids were opened on May 21, 2020. Even though there was significant interest based on the number of potential bidders on the planholders' list, only one bid was received. Flasher Equipment Company, San Antonio, Texas, bid $183,363.45 which is within the estimated construction cost range.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

NA

Recommendation:

Staff recommends approval of award to Flasher Equipment Company in the amount of $183,363.45

RESOLUTION NO. 2020-147R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING THE AWARD OF A CONSTRUCTION CONTRACT TO FLASHER EQUIPMENT COMPANY FOR THE HUNTER ROAD RESTRIPING PROJECT (CONTRACT NO. 220-148) IN THE TOTAL AMOUNT OF $183,363.45; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The construction contract with Flasher Equipment Company for the Hunter Road Restriping project (Contract No. 220-148) in the amount of $183,363.45 is approved.

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

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

ADOPTED on August 4, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

BID TABULATION

Hunter Road Restriping #220-148

May 21, 2020, 2:00 PM

Bidder Name	Total Bid
Flasher Equipment Company San Antonio, TX	$183,363.45

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

Recorded by: _____

Witnessed by: Rachel Shelton, CTCD

Rev. 03/19/19

LOCATION MAP

File #: Res. 2020-148R, **Version:** 1

AGENDA CAPTION:
Consider approval of Resolution 2020-148R, approving the award of a construction contract to Lone Star Sitework, LLC, for the Wonder World Drive/Hunter Road Intersection Improvements project in the total amount of $529,832.56; authorizing the City Manager or his designee to execute the contract on behalf of the City; and declaring an effective date.
Meeting date: August 4, 2020

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

Amount & Source of Funding
Funds Required: $529,832.56
Account Number: C#634
Funds Available: $800,000.00
Account Name: Wonder World Dr & Hunter Rd Intersection Improvements

Fiscal Note:

Prior Council Action: Res. 2017-122 Professional Services Agreement with Kimley-Horn Res. 2019-045 Advanced Funding Agreement with State of Texas

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

Multi Modal Transportation

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

☐ Parks, Public Spaces & Facilities - Choose an item.

☒ Transportation - Multimodal transportaion network to improve accessibility and mobility, minimize

congestion and reduce pollution

☐ Core Services

☐ Not Applicable

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

Transportation Master Plan

Background Information:

The Wonder World Drive/Hunter Road intersection was designed to accommodate vehicular traffic with no preferential treatment for pedestrians and cyclists. In addition, northbound motorists tend to travel through the intersection while using the northbound right turn lane. The objective of this project is to make the intersection safer for motorists, pedestrians and cyclists. This project scope includes construction of a pedestrian refuge island, reconstruction of sidewalks and curb ramps, installation of pedestrian signal poles, and installation of bicycle lanes, erosion control and traffic control. It is funded through Surface Transportation Block Grant (STBG) program with Federal Participation in the amount of $450,000.

Invitation for Bid 219-374 was issued on April 19, 2020 and bids were opened on May 21, 2020. Even though there was significant interest based on the number of potential bidders on the planholders' list, only one bid was received. Lone Star Sitework, LLC, Wimberley, Texas, bid $529,832.56 which is 12% higher than the engineer's opinion of probable construction cost. However, funds are available to complete this project and staff recommends contract award to Lone Star Sitework, LLC.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

NA

Recommendation:

Staff recommends approval of award to Lone Star Sitework, LLC, in the amount of $529,832.56

RESOLUTION NO. 2020-148R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING THE AWARD OF A CONSTRUCTION CONTRACT TO LONE STAR SITEWORK, LLC FOR THE WONDER WORLD / HUNTER ROAD INTERSECTION IMPROVMENTS PROJECT (CONTRACT NO. 219-374) IN THE TOTAL AMOUNT OF $529,832.56; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The construction contract with Lone Star Sitework, LLC for the Wonder World / Hunter Road Intersection Improvements project (Contract No. 219-374) in the amount of $529,832.56 is approved.

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

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

ADOPTED on August 4, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

Kimley»Horn

May 28, 2020

Mr. Rohit Vij, P.E.
City of San Marcos
630 East Hopkins
San Marcos, TX 78666

RE: Bid Award Recommendation for
RM 12/FM 2439 Intersection Improvements, IFB 219-374

Dear Mr. Vij,

Kimley-Horn and Associates, Inc. has reviewed the one bid received on May 21, 2020. The low bid of $529,832.56 was submitted by Lone Star Sitework, LLC. Please find the attached copy of the tabulation of the bid showing a comparison between the bid and the engineer's opinion of probable construction cost. We did not find any errors in the bid.

Kimley-Horn and Associates, Inc. has contacted Lone Star Sitework's references and all feedback has been positive.

Kimley-Horn and Associates, Inc. recommends that the City of San Marcos accept the low bid of $529,832.56 and award Lone Star Sitework, LLC the contract for the RM 12/FM 2439 Intersection Improvements, IFB 219-374.

Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Sam Lundquist, P.E.

Project Manager

BID TABULATION

RM 12/FM 2439 Intersection Improvements #219-374

May 21, 2020, 2:00 PM

Bidder Name	Total Bid
Lonestar Site Work Wimberly, TX	$529,832.56

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

Recorded by: _____

Witnessed by: Pearl Shelton, CTCD

Rev. 03/19/19

SHEET			
1	DATE: 06/12/2019	Vicinity Map	Wonder World Dr./ Hunter Rd. Intersection Improvements
	DRAWN: CGH	ESRI Basemap	San Marcos, Hays County, Texas
	CHECKED: CGH		
	KHA NO.: 069227310		

CSJ: 3379-01-016

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.

X:\DAL_Environmental\Project\069227310 - WonderWorld - TxDOT CE - Trey Neal\GIS\Sheet 1 Vicinity Map.mxd

File #: Res. 2020-149R, **Version:** 1

AGENDA CAPTION:
Consider approval of Resolution 2020-149R, approving the award of a construction contract to T. Gray Utility and Rehab. Co., LLC for the Wastewater Lift Station No. 28 Rehabilitation project in the total amount of $370,500.00; authorizing the City Manager or his designee to execute the contract on behalf of the City; and declaring an effective date.
Meeting date: August 4, 2020

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

Amount & Source of Funding
Funds Required: $370,500.00
Account Number: C643
Funds Available: $421,498,90
Account Name: Rehab LS28 Hills of Hays

Fiscal Note:

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

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

N/A

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

☒ Parks, Public Spaces & Facilities - Well maintained public facilities that meet needs of our community

☐ Transportation - Choose an item.

☐ Core Services

☐ Not Applicable

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

Choose an item.

Background Information:

The project will rehabilitate the city's wastewater lift station located at 1248 Staples Road at the east corner of the Hills of Hay's neighborhood. The lift station was built in the 1980's and needs rehabilitation to bring it up to current TCEQ standards and extend its service life. Rehabilitation will include:

- Concrete repairs and coating to the wet well to repair and prevent future corrosion.
- Replacement and repair of defective mechanical components
- Surface work to reduce erosion from water runoff
- Replaced access gate and fencing for improved access and security.

The project is expected to last four months, weather dependent.

Solicitation 220-179 was issued on April 12, 2020 for rehabilitation of Hills of Hays wastewater lift station. On May 21, 2020, two bids were received. Award is recommended to the lowest responsive bidder, T. Gray Utility & Rehab., LLC, Houston, Texas in the amount of $370,500.00. Note: The total amount bid reflected on the Bid Tabulation includes a $45,000 Owner Contingency.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Staff recommends the award of a contract to T. Gray Utility & Rehab., LLC in the amount of $370,500.00

RESOLUTION NO. 2020-149R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING THE AWARD OF A CONSTRUCTION CONTRACT TO T. GRAY UTILITY AND REHAB. CO., LLC FOR THE WASTEWATER LIFT STATION NO. 28 REHABILITATION PROJECT (CONTRACT NO. 220-179) IN THE TOTAL AMOUNT OF $370,500.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The construction contract with T. Gray Utility and Rehab., LLC for the Wastewater Life Station No. 28 Rehabilitation project (Contract No. 220-179) in the amount of $370,500.00 is approved.

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

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

ADOPTED on August 4, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

FREESE AND NICHOLS

Innovative approaches
Practical results
Outstanding service

1251 Sadler Drive, Building One, Suite 1150 • San Marcos, Texas 78666 • 512-617-3100 • fax 512-617-3101
www.freese.com

June 09, 2020

Kirk Abbott, P.E.
Project Engineer
City of San Marcos
630 E. Hopkins
San Marcos, Texas 78666

Subject: Lift Station No. 28 (Hills of Hays) Rehabilitation Bid Recommendation Letter

Mr. Abbott,

Listed below is the summary of the bids for the Lift Station No. 28 (Hills of Hays) Rehabilitation Project. Two bids were received on May 21st, 2020. The bids are summarized below:

Bidder	Total Base Bid	Total Bid with Alternate
T. Gray Utility & Rehab., LLC	$370,500.00	$391,331.00
Keystone Construction, Inc.	$422,000.00	$437,000.00

Based on their Statement of Qualifications and the references checked, T. Gray Utility & Rehab., LLC appears to be qualified and capable of performing the work for this project. Based on this information, Freese and Nichols, Inc. recommends that the City of San Marcos award the construction contract for this project to T. Gray Utility & Rehab., LLC for the amount of $370,500.00. This base bid amount does not include the bid alternate to replace ductile iron pipe within the wet well.

Please call me at (512) 617-3189 if you have any questions.

Sincerely,

Kira Iles, P.E.
Project Engineer
Freese and Nichols, Inc

Hills of Hays Lift Station

BID TABULATION

Lift Station No. 28 Rehabilitation #220-179

May 21, 2020, 2:00 PM

Bidder Name	Total Bid
T Gray Utility Houston, TX	$391,331.00
Keystone Contruction Inc. Austin, TX	$422,000.00

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

Recorded by: _____

Witnessed by: Rachel Shelton, CTCO

Rev. 03/19/19

File #: Res. 2020-150R, **Version:** 1

AGENDA CAPTION:

Consider approval of Resolution 2020-150R, approving Change in Service No. 2 to the Engineering Services agreement with K. Friese and Associates relating to the Midtown Drainage Project to provide additional design, topographic survey, geotechnical laboratory testing and structural engineering services in the estimated amount of $63,577.00; authorizing the City Manager or his designee to execute the appropriate documents to implement the Change in Service; and declaring an effective date.

Meeting date: August 4, 2020

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

Amount & Source of Funding

Funds Required: $63,577

Account Number: 13028132-56254

Funds Available: Click or tap here to enter text.

Account Name: Midtown Drainage Improvements Phase 1

Fiscal Note:

Prior Council Action: R2017-100R: Contract award for On-Call Engineering Services CBDG-DR; R2018-197: Approving contract award for Midtown Drainage Improvement Engineering Services

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

Sustainability

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☒ Environment & Resource Protection - Natural Resources necessary for community's health, well-being, and prosperity secured for future development

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

☐ Parks, Public Spaces & Facilities - Choose an item.

☐ Transportation - Choose an item.

☐ Core Services

☒ Not Applicable

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

Stormwater Master Plan

Background Information:

This project was ranked #1 of four infrastructure projects identified in the City of San Marcos CDBG-DR Infrastructure Feasibility Study performed by AECOM. The Preliminary Engineering Report phase has been completed and the recommended improvements include curb cuts at the intersection of Aquarena Springs and the New Braunfels Frontage Road of IH35, improvements to existing drainage ditch including addition of a maintenance path, additional culverts under Davis Lane and a proposed outfall channel to the Blanco River.

Change in Service #2 is needed to continue with design with new findings and provide additional survey, testing, and structural engineering services for Midtown Drainage Improvements Phase 1. Funding for Phase 1 is with CDBG-DR funds. All items are in line with the additional scope of services in the original contract 218-197 and anticipated upon further investigation of the project.

Council approval is requested for Change in Service #2 in the amount of $63,577 for Midtown Drainage Improvements Phase 1 engineering services related to the final design and construction phase services for drainage improvements east of IH 35.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Staff recommends approval of Change in Service No. 2 in the amount of $63,577 to contract 218-197 with K Friese and Associates.

RESOLUTION NO. 2020-150R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING CHANGE IN SERVICE NO. 2 TO THE ENGINEERING SERVICES AGREEMENT WITH K. FRIESE AND ASSOCIATES (CONTRACT NO. 218-197) RELATING TO THE MIDTOWN DRAINAGE PROJECT TO PROVIDE ADDITIONAL DESIGN, TOPOGRAPHIC SURVEY, GEOTECHNICAL LABORATORY TESTING AND STRUCTURAL ENGINEERING SERVICES IN THE ESTIMATED AMOUNT OF $63,577.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE APPROPRIATE DOCUMENTS TO IMPLEMENT THE CHANGE IN SERVICE; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. A change in service to the engineering services agreement with K. Friese and Associates (Contract No. 218-197) relating to the Midtown Drainage Project to provide additional design, topographic survey, geotechnical laboratory testing and structural engineering services in the estimated amount of $63,577.00 is approved.

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

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

ADOPTED on August 4, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

K·FRIESE
+ ASSOCIATES
PUBLIC PROJECT ENGINEERING

10001 Reunion Place, Suite 404
San Antonio, Texas 78216
P 210.491.2391 | kfriese.com
TBPE Firm No. 6535

Ju , 2020

Ms. Jacque Thomas, P.E.
Senior Engineer
Capital Improvements / Engineering
630 E. Hopkins
San Marcos, TX 78666

Sent Via: Email

Re: Midtown Drainage Improvements – Ph 1A
Proposal for Professional Engineering Services – Additional Services

Dear Ms. Thomas:

Enclosed is our Scope of Services and supporting documents for the additional services for the Midtown Drainage Improvements Ph 1A Project. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Claire Ramirez, P.E.
Project Manager

EXHIBIT 4
AUTHORIZATION OF CHANGE IN SERVICE

CONTRACT NO./ CONTRACT NAME:	218-197	Midtown Drainage Improvements Phase 1	
CITY REPRESENTATIVE:	Jacque Thomas, PE		
CONTRACTOR:	K. Friese and Associates, Inc.		
CONTRACT EFFECTIVE DATE:	January 30, 2018		
THIS AUTHORIZATION DATE:		**AUTHORIZATION NO.:**	

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

Revised channel alignment, additional topographic survey, additional Geotechnical laboratory testing services, adding Structural Engineering services. See ADDITIONAL SCOPE OF SERVICES for more details.

Original Contract Amount:	NTE	$ 140,777
Previous Increases/Decreases in Contact Amount:	NTE	$ 351,399
This Increase/Decrease in Contract Amount:	NTE	$ 63,577
Revised Contract Amount:	NTE	$ 555,753

CONTRACTOR:

Signature

7/9/2020
Date

Claire Ramirez, PE
Print Full Name / Title (if not in individual capacity)

CITY:

Signature

Date

Print Name

Title

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

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

ADDITIONAL SCOPE OF SERVICES
MIDTOWN DRAINAGE IMPROVEMENTS – PHASE 1A

PROJECT UNDERSTANDING

The Basic Services Scope of the Midtown Drainage Improvements Phase 1A Project consists of providing Engineering, Final Design, Bid and Construction Phase Services. The project will provide localized drainage improvements, channel improvements, and culvert improvements within the project area shown on the attached exhibit and described in the Preliminary Engineering Report (PER) as Alternative 1A. The scope includes the design of approximately 1,900 linear feet of a 10-feet wide concrete maintenance trail between Aquarena Springs and Davis Lane.

The project was scoped with a new channel paralleling Davis Lane to the outfall on the Blanco River, partially in existing right-of-way and partially on private property. The alignment was revised during the design phase after receiving feedback from the property Developer. The new alignment follows the existing channel south of Davis Lane to the existing borrow pit/pond, and then a new channel alignment that parallels the railroad and turns north in an S-shape to a new outfall on the Blanco River. This new alignment adds approximately 1,300 LF of channel to the project.

The Additional Services Scope of Services includes:

1. Structural engineering design services for the Blanco River Outfall which is anticipated to require a concrete stepped or baffled type chute and energy dissipation controls supported on a pier or similar type foundation. Structural engineering was not included in the initial proposal with concurrence from the City because the scope of the outfall was not identified at that time. It was agreed that a supplemental amendment to add Structural Engineering would be needed.
2. Supporting geotechnical slope stability analysis related to the outfall design required for the structural engineering analysis.
3. Field surveying to capture areas previously not covered due to alignment revisions including adjustments to the Blanco River outfall location.
4. Coordination with City, KFA and Plummer (APA) for inclusion of the River Road Bank Stabilization Project into the bidding documents of the Midtown Drainage Improvements Phase 1A Project.
5. Additional project management coordination meetings including weekly team meetings with the City to support an accelerated project design schedule.

SCOPE OF SERVICES

Phase A – Design Phase

1. *Project Management*

   No additional services.

2. *Quality Control Plan*

   No additional services.

3. *Meetings + Coordination*

a. Up to twenty-five (25) weekly coordination meetings with City through 100% design.

    1. This assumes thirty-seven (37) weekly meetings from April 9 to December 17, minus the twelve (12) originally scoped meetings.

4. *State + Federal Compliance/Coordination*

   No additional services.

5. *Permitting*

   No additional services.

6. *Data Collection*

   No additional services.

7. *Field Investigation*

   a. Additional Topographic Survey will be provided by subconsultant Gorrondona & Associates, Inc. in accordance with their attached proposal. This additional survey is for the revised alignment and outfall location.

   b. Additional Geotechnical laboratory testing services will be provided by subconsultant Gorrondona & Associates in accordance with their attached proposal. This work is in support of the structural design of the outfall.

   c. No additional Environmental services.

8. *Structural Engineering*

   Structural Engineering will be provided by Frank Lam & Associates in accordance with their attached proposal. Structural Engineering design will be incorporated in the New Channel Outfall Bank Stabilization design and the channel walls (limestone block or similar) near I-35 Frontage Road and Aquarena Springs Drive.

9. *Drainage Analysis*

   No additional services.

10. *60%, 90%, 99%, and 100% Design*

    a. Additional sheets for the increased channel length will be created by KFA for revised channel alignment including four (4) additional plan sheets.

    b. Additional services for incorporating APA River Road Bank Stabilization plans in to the Midtown Drainage Improvements Phase 1A plans, and coordinating to address any comments received regarding the incorporation of the plans.

11. *Specifications*

    a. Additional services for coordinating the incorporating of standard and special specifications related to the APA River Road Bank Stabilization project in to the Midtown Drainage Improvements Phase 1A project.

12. *Contract Documents*

    a. Additional services related to the coordination with the APA River Road Bank Stabilization project for incorporation into the bid schedule, updating related contract

documents and updates to the OPCC as a single bid package for the for the Midtown Drainage Improvements Phase 1A project.

13. *Deliverables*

No additional services.

Phase B - Bid Phase

Additional services for coordinating Addenda related to incorporating APA River Road Bank Stabilization plans in to the Midtown Drainage Improvements Phase 1A plans.

Phase C – Construction Phase

Additional services for coordinating Submittals, RFI's, and any possible Change Orders related to incorporating APA River Road Bank Stabilization plans in to the Midtown Drainage Improvements Phase 1A plans. It is anticipated that many of these items will overlap between the two projects and coordination between KFA and APA will be required for review and approvals.

Phase D – Record Drawings

Additional services for coordinating Record Drawings related to incorporating APA River Road Bank Stabilization plans in to the Midtown Drainage Improvements Phase 1A plans.

SCHEDULE

The following project milestones are estimated and may require modification:

- 60% Design Documents Submittal (70 days) July 14, 2020
- 90% Design Documents Submittal (84 days) September 20, 2020
- 99% Design Documents Submittal (56 days) October 11, 2020
- 100% Design Documents Submittal (42 days) December 19, 2020

ADDITIONAL SERVICES

Additional Services to be performed, if authorized in writing by the City, but which are not included in the above-described SCOPE OF SERVICES, and once a mutually agreed upon fee is negotiated are as follows:

1. Permitting beyond the specific permitting identified in the Scope of Services.
2. Performing title searches for easement or joint-use agreement preparation.
3. Preparation of additional easement/ boundary exhibits beyond the number identified in the Scope of Services.
4. Acting as an agent of the City in the acquisition of permanent or temporary easements or permanent Right of Way.
5. Preparation of platting documents and/or real property survey for site acquisition.

6. Accompanying the City when meeting with the TCEQ, U.S. Environmental Protection Agency, or other regulatory agencies during the course of the Project, beyond those meetings identified above.
7. Preparing applications and supporting documents for government grants, loans, or planning advances.
8. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the City.
9. Providing professional services associated with the discovery of any hazardous waste or materials in the project site.
10. Updating hydrology and hydraulic design based on NOAA Atlas 14.
11. Updating 2D InfoWorks model developed during PER.
12. Design of retaining walls for maintenance path or channels.

KFA MANPOWER/BUDGET ESTIMATE with RATES
MIDTOWN DRAINAGE IMPROVEMENTS - PHASE 1A

Task	Principal Hrs	Senior Engineer Hrs	Project Manager Hrs	Project Engineer Hrs	Project EIT Hrs	Senior Technician Hrs	Admin Hrs	Total Hrs	Labor Cost $	CMEC $	Gorrondona $	FLA $	Altura $	Total Subconsultants $	Expenses $	Total Cost $
Hourly Billing Rate	$300.00	$200.00	$125.00	$150.00	$110.00	$110.00	$100.00									
Phase A - Design Phase																
1 Project Management								0	$0					$0		$0
3 Project Meetings + Coordination								0	$0					$0		$0
Weekly Coordination Meeetings (up to 25)	8	25	13		12			58	$10,345					$0		$10,345
7 Field Investigations								0	$0					$0		$0
a Topographic Survey								0	$0		$15,250			$15,250		$15,250
b Geotechnical Investigations								0	$0		$5,190			$5,190		$5,190
8 Structural Engineering								0	$0			$16,727		$16,727		$16,727
11 60%, 90%, 99%, and 100% Design								0	$0					$0		$0
a Additional Channel Sheets (4)		4	18		36	18		76	$8,990					$0		$8,990
b River Road Bank Stabilization (RRBS) Incorporation		1	4		2	2		9	$1,140					$0		$1,140
12 Specifications - RRBS Incorporation			1		1			2	$235					$0		$235
13 Contract Documents, Bid Schedule - RRBS Incorporation		2	2		4			8	$1,090					$0		$1,090
Subtotal Phase A	8	32	38	0	55	20	0	153	$21,800	$0	$20,440	$16,727	$0	$37,167	$0	$58,967
Phase B - Bid Phase																
Addenda - RRBS Incorporation		1	2		2			5	$670					$0		$670
Subtotal Phase B	0	1	2	0	2	0	0	5	$670	$0	$0	$0	$0	$0	$0	$670
Phase C - Construction Phase																
1 Submittal Coordination - RRBS Incorporation		2	2		4			8	$1,090					$0		$1,090
2 RFI's - RRBS Incorporation		2	2		4			8	$1,090					$0		$1,090
3 Change Orders - RRBS Incorporation		2	2		4			8	$1,090					$0		$1,090
Subtotal Phase C	0	6	6	0	12	0	0	24	$3,270	$0	$0	$0	$0	$0	$0	$3,270
Phase D - Post Construction Phase																
Record Drawings - RRBS Incorporation		1	2			2		5	$670					$0		$670
Subtotal Phase D	0	1	2	0	0	2	0	5	$670	$0	$0	$0	$0	$0	$0	$670
Basic Scope Total	8	40	48	0	69	22	0	187	$26,410	$0	$20,440	$16,727	$0	$37,167	$0	$63,577

The hours listed above are an estimate. The hours assigned to the Phase are not exclusive to the Phase which they are assigned. The total fee will not exceed the total contract amount as discussed in Article 2.

Payment to the ENGINEER will be made as follows:

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

Invoice and Time of Payment

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

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING

Gorrondona & Associates, Inc.
Land Surveying • Aerial Surveying & Mapping/LiDAR • Geotechnical Engineering • Construction Materials Testing • Geographic Information Systems

May 15, 2020

K Friese + Associates
1120 S. Capitol of Texas Highway, City View 2, Suite 100
Austin, TX 78746
Attn: Ms. Claire Ramirez, PE, CFM, ENV SP

Re: CITY OF SAN MARCOS – MIDTOWN EAST DRAINAGE IMPROVEMENTS PHASE I

Dear Ms. Ramirez:

Gorrondona & Associates, Inc. (G&AI) is pleased to submit this proposal for professional land surveying services for the above referenced project. The limits of surveying required is shown in an attachment, (Map Survey_Addtl.pdf) to email accompanying this proposal. The following itemized surveying services are to be provided by Gorrondona & Assoc. Inc.:

I. DESIGN SURVEY

1. Perform topographic survey of all existing features and structures for the length of the project per said attached file (Map Survey_Opt1.pdf). These shall include, but are not limited to: tops of curbs, edges of pavement, pavement materials, retaining walls, drainage structures (top, edges and flow line), channels and drainage ways (tops, toes and flow line), manholes (rim, flow lines and diameters of pipes), include the same survey data for upstream and downstream manholes and structures that are outside of the survey limits for all gravity sewer and drainage lines within the survey limits, valves, slabs, utility signs and structures, fences, landscaping features, shrubbery, buildings (edges and finished floor), cleanouts, mailboxes, driveways, sidewalks, locate trees with species and diameter identified (includes tree tags for all trees with 9 inch diameter main trunk and larger), property pins, utility poles, site equipment, dams (tops and toes), edges of impounded water, etc. Indicate the material and type of each item tied in.

DESIGN SURVEY TOTAL AMOUNT - $11,000.00

II. DELIVERABLES

1. Create and provide K Friese + Associates (KFA) with a 3-D surface model of the project, compatible with Microstation. Provide KFA with an electronic and hard copy ASCII file listing of all surveying points. Provide electronic file of digital terrain model including tin (break) lines. Electronic file shall include the location of underground utilities based on the field information and Record Drawings.
2. Provide KFA with one (1) electronic copy of all field notes, pictures and sketches prepared by the surveyor.
3. Provide KFA with one Microstation electronic file of the topographic survey. The drawing shall include all survey points and descriptions, and improvements, the items tied in, the 3-D surface, reference benchmarks, project benchmarks, break lines, and contours at 1-foot intervals.
4. Install project benchmarks within the project boundary every 1,000 linear feet. Provide Horizontal and vertical coordinates of the benchmarks in the required coordinate system and datum. Show the benchmarks on the survey drawing.

DELIVERABLES AMOUNT - $4,250.00

TOTAL AMOUNT $15,250.00

Gorrondona & Associates, Inc. can complete the above itemized surveying tasks for a lump sum fee of $15,250.00. Additional services that may arise during the project shall be billed at G&AI's standard hourly rates. If you have any questions or need additional information please contact me at (512) 719-9933.

SCHEDULE
G&AI can perform the above itemized surveying task in 90 calendar days from Notice to Proceed.

Sincerely,
GORRONDONA & ASSOCIATES, INC.

Thomas Cargill, RPLS, PLS
Austin Area Manager

Legend

Survey Area

- Originally Scoped Survey
- Addtl Survey Request 1
- Addtl Survey Request 2
- Existing Storm Drain Inlet
- Existing Storm Drain Pipe

City of San Marcos Midtown East Drainage Improvements

Phase 1A: Survey

N

0 125 250 Feet

Date: 5/15/2020

THE CITY OF SAN MARCOS

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
FIRM NO. 6535

Document Path: X:\Projects\0670_CoSM_Midtown_Drainage_Improvements_Ph1A\GIS\Exhibits\Map_Survey_Opt1.mxd

GEOTECHNICAL INVESTIGATION AND ENGINEERING COST ESTIMATE Prepared by Gorrondona & Associates, Inc.				
G&AI Proposal No.:	P17-0730, Supplemental			
Proposal Date:	April 22, 2020			
Project:	City of San Marcos - Midtown East Drainage Improvements			
Location:	San Marcos, Texas			
PLANNING (One Call, Drilling Package/Scheduling, Permits, Internal Project Kick-off Meeting)				
Item	Unit Rate	Unit	Quantity	Cost
Director/Principal Engineer	$260.00	Hour		$ -
Area/Engineering Manager	$190.00	Hour		$ -
Senior Project Engineer	$150.00	Hour		$ -
Project Engineer	$125.00	Hour		$ -
Staff Engineer	$100.00	Hour		$ -
Administrative	$60.00	Hour		$ -
Permits (Utility Clearance/City of San Marcos)	$500.00	LS		$ -
			Planning Subtotal:	$ -
FIELD (Traffic Control, Pavement Cores and Borings)				
Item	Unit Rate	Unit	Quantity	Cost
Vehicle (Pickup Truck)	$50.00	Trip		$ -
Field Soil Technician	$70.00	Hour		$ -
Staff Engineer	$100.00	Hour		$ -
Project Engineer	$125.00	Hour		$ -
Traffic Control (Lane Closure)	$2,300.00	Day		$ -
ATV Drilling Rig Mobilization	$800.00	Mobilization		$ -
Support Truck Mobilization	$2.00	Mile		$ -
ATV Standard Drilling (0-50 ft) - Soil	$22.00	Foot		$ -
Drilling Surcharge - (0-50 ft) Auger in Hard Rock	$10.00	Foot		$ -
Drill Crew Per Diem	$400.00	Day		$ -
TCP Tests	$25.00	Each		$ -
Borehole Backfill and Cleanup	$220.00	Hour		$ -
Field Supplies	$150.00	LS		$ -
			Field Subtotal:	$ -
LABORATORY (Classification, Strength, Swell Potential)				
Item	Unit Rate	Unit	Quantity	Cost
Project Engineer (Sample Review & Lab Assignments)	$125.00	Hour		$ -
Staff Engineer (Sample Review & Lab Assignments)	$100.00	Hour		$ -
Moisture Content / Classification	$10.00	Each		$ -
Atterberg Limits	$35.00	Each		$ -
- No. 200 Sieve	$35.00	Each		$ -
UU Triaxial	$65.00	Each		$ -
Overburden Free Swell	$40.00	Each		$ -
Sieve Analysis	$80.00	Each		$ -
Double Hydrometer	$200.00	Each		$ -
Crumb Test	$38.00	Each		$ -
Direct Shear	$700.00	Each	2	$ 1,400.00
CU Bar Triaxial (3 points)	$1,200.00	Each	2	$ 2,400.00
			Laboratory Subtotal:	$ 3,800.00
BORING LOG LAB REPORT PREPARATION				
Item	Unit Rate	Unit	Quantity	Cost
Director/Principal Engineer	$260.00	Hour		$ -
Area/Engineering Manager	$190.00	Hour		$ -
Senior Project Engineer	$150.00	Hour		$ -
Project Engineer	$125.00	Hour		$ -
Staff Engineer	$100.00	Hour		$ -
Administrative	$60.00	Hour		$ -
			Boring Log Preparation Subtotal:	$ -
ANALYSIS AND REPORT				
Item	Unit Rate	Unit	Quantity	Cost
Director/Principal Engineer	$260.00	Hour		$ -
Area/Engineering Manager	$190.00	Hour	1	$ 190.00
Senior Project Engineer	$150.00	Hour	4	$ 600.00
Project Engineer	$125.00	Hour		$ -
Staff Engineer	$100.00	Hour	6	$ 600.00
Administrative	$60.00	Hour		$ -
			Analysis and Report Subtotal:	$ 1,390.00
			PROJECT TOTAL:	**$ 5,190.00**

Estimate Notes: The estimate provided is for supplemental work associated with slope stability analysis for this project. Estimate is valid for 90 days from the proposal date shown above.

Frank Lam & Associates, Inc.
Consulting Engineers

Proposal (R2)

July 8, 2020

Tom Owens, P.E.
Executive Vice President
K Friese + Associates, Inc.
1120 S. Capital of Texas Highway
City View 2, Suite 100
Austin, Texas 78746

Re: Structural Engineering Services
Midtown East Drainage Improvements Project
City of San Marcos

Dear Mr. Owens,

In response to your request for a fee proposal, I am respectfully submitting the following proposal for your consideration. We propose to furnish Structural Engineering Services for the above referenced project based on the following:

Project Description
Drainage improvements include the following structures:

1. Vertical reinforced concrete retaining wall near IH 35
2. Limestone block MSE wall
3. Outfall structure

Scope of Work

1. Review geotechnical report.
2. Provide structural engineering and construction documents of the outfall structure, concrete retaining wall and limestone block MSE wall at 90% submittal.
3. Address review comments from clients and City of San Marcos at 90%.
4. Final structural engineering and construction documents of the outfall structure, concrete retaining wall and limestone block MSE wall.
5. Meetings /conference calls with client during design phase.
6. Prepare specifications.
7. Prepare cost estimate for structural items.
8. Response to contractors' questions during bid phase and prepare addendum.
9. Construction phase services include:
   Anticipate 3 site visits and prepare field reports
   Review submittals
   Responding to RFI's
   Responding to change orders
   Prepare record drawings

10. General clerical.

Compensation
Frank Lam & Associates, Inc. agrees to perform the work for the project as described above based on fixed fee of $16,727.76.

Conditions
1. Client to provide geotechnical report.
2. Client to provide plans, vertical profiles, and sections in ACAD format.
3. Additional services beyond the scope of this estimate will not be performed without approval of K Friese + Associates, Inc., and will be billed on time and materials basis using the hourly rates provided to K Friese + Associates, Inc., in this proposal.

We appreciate the opportunity to prepare this proposal, and we welcome the occasion to discuss any aspects of it with you again. If this proposal is satisfactory, please sign and return a copy of this letter.

Respectfully submitted,

Frank A. Lam

Frank Lam, P.E., President
Frank Lam & Associates, Inc.

Accepted by: _____ Date: _____

Cc: file

Frank Lam Associates, Inc.
Midtown East Drainage Improvements Project
City of San Marcos

Attachment A

		Project Manager	Senior Engineer	Structural Engineer	CADD Tech VI	Admin. Specialist V	
No.	**Scope of Work**	**$148.09**	**$122.56**	**$112.34**	**$71.49**	**$60.59**	**Total**
1	Review geotechnical report.		2				$ 245.12
2	Preliminary structural engineering and construction documents of the concrete structures and bank stabilization.	8	16		32	1	$ 5,493.95
3	Response to City of San Marcos review comments.		4		4		$ 776.20
4	Final structural engineering and construction documents of the concrete structures and bank stabilization.	8	16		32	1	$ 5,493.95
5	Meetings /conference calls with client during design phase.		4				$ 490.24
6	Prepare specifications.		2				$ 245.12
7	Prepare cost estimate for structural items.		2				$ 245.12
8	Response to contractors' questions during bid phase and prepare addendum.		2		2		$ 388.10
9	Construction phase services include:						$ -
	Anticipate 3 site visits and prepare field reports		15				$ 1,838.40
	Review submittals		4				$ 490.24
	Responding to RFI's		2				$ 245.12
	Responding to change orders		2				$ 245.12
	Prepare record drawings		4		4		$ 776.20
							$ -
							$ -
							$ -
		16	73	0	74	2	$ 16,727.76

City of San Marcos

630 East Hopkins
San Marcos, TX 78666

Legislation Text

File #: Res. 2020-151R, **Version:** 1

AGENDA CAPTION:
Consider approval of Resolution 2020-151R, approving a Change in Service to the Engineering Services agreement with Chapman Engineering, Inc. related to the Downtown Property Acquisition Project in the amount of $22,900.00 for the installation of monitoring wells, laboratory analysis, and reporting on a chlorinated solvent plume in the vicinity of South Guadalupe; authorizing the City Manager or his designee to execute the documents necessary to implement the Change in Service; and declaring an effective date.
Meeting date: August 4, 2020

Department: Eng/CIP, Laurie Moyer, Director (by Lynda Williams, Purchasing Manager)

Amount & Source of Funding
Funds Required: $22,900
Account Number: C614
Funds Available: $668,861
Account Name: Downtown Property Acquisition

Fiscal Note:

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

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

Downtown Vitality

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

☐ Parks, Public Spaces & Facilities - Choose an item.

☐ Transportation - Choose an item.

☐ Core Services

☒ Not Applicable

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

Choose an item.

Background Information:

This Change In Service #1 to the agreement with Chapman Engineering Inc. is for the installation of monitoring wells, laboratory analysis, and reporting on a chlorinated solvent plume in the vicinity of South Guadalupe.

The City entered into an agreement with Chapman Engineering in May, 2020 for a contract amount of $33,900 for an initial investigation of potential chlorinated solvents resulting from dry cleaning operations in the area. These additional wells are needed to better determine the plume's extent.

This Change In Service for $22,900 brings the total contract amount to $56,800.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Recommend approval of CIS #1.

RESOLUTION NO. 2020-151R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A CHANGE IN SERVICE TO THE ENGINEERING SERVICES AGREEMENT WITH CHAPMAN ENGINEERING, INC. RELATING TO THE DOWNTOWN PROPERTY ACQUISITION PROJECT (CONTRACT NO. 220-214) IN THE ESTIMATED AMOUNT OF $22,900.00 FOR THE INSTALLATION OF MONITORING WELLS, LABORATORY ANALYSIS AND REPORTING ON A CHLORINATED SOLVENT PLUME IN THE VICINITY OF SOUTH GUADALUPE; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE APPROPRIATE DOCUMENTS TO IMPLEMENT THE CHANGE IN SERVICE; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. A change in service to the engineering services agreement with Chapman Engineering, Inc. relating to the Downtown Property Acquisition Project (Contract No. 220-214) in the estimated amount of $22,900.00 for the installation of monitoring wells, laboratory analysis and reporting on a chlorinated solvent plume in the vicinity of South Guadalupe is approved.

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

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

ADOPTED on August 4, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

EXHIBIT B
AUTHORIZATION OF CHANGE IN SERVICE

CONTRACT NUMBER / CONTRACT NAME:	**#220-214 Downtown Property Acquisition**	
CITY REPRESENTATIVE:	**Laurie Moyer, P. E.**	
CONTRACTOR:	**Chapman Engineering**	
CONTRACT EFFECTIVE DATE:	**May 22, 2020**	
THIS AUTHORIZATION DATE:	**July 10, 2020**	**AUTHORIZATION NO.: 1**

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

Two to three additional monitoring wells to be installed in locations across South Guadalupe Street. Scope of work consists of: field work, laboratory analysis, and reporting. Please see Proposal #1751B for further details (attached).

Original Contract Amount:	$33,900.00	
Previous Increases/Decreases in Contact Amount:	$ 0.00	
This Increase/Decrease in Contract Amount:	$22,900.00	
Revised Contract Amount:	$56,800.00	

CONTRACTOR:

Signature

7/10/2020
Date

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

CITY:

Signature

Date

Print Name

Title

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

Account Number(s):	Amount	Date
#		
#		
#		

Chapman Engineering

CORPORATE OFFICE:
213 Commerce Ave
Boerne, Texas 78006

July 1, 2020

Ms. Laurie Moyer, P. E.
Director of Engineering and Capital Improvement
City of San Marcos
630 E. Hopkins Street
San Marcos, TX 78666 Via E-mail: lmoyer@sanmarcostx.gov

Re: Phase II Environmental Assessment, for Additional Monitoring Well Installation, Sampling and Reporting for 140 South Guadalupe Street, San Marcos, Hays County, TX 78666; New Proposal #1751B

Dear Ms. Moyer:

This proposal is offered as an addendum to previous work conducted in June 2020, along the west side of South Guadalupe Street. That initial investigation found concentrations of chlorinated solvents exceeding actionable levels in a groundwater sample from the property at 164 South Guadalupe Street. It is believed this contaminate plume resulted from dry cleaning operations at 140 South Guadalupe Street. To define the extent of the chlorinated solvent plume, it is recommended that two to three additional monitoring wells be installed in locations across South Guadalupe Street. These new monitoring well location may need to be place on private properties if there are no suitable areas in the alley between South Guadalupe and South LBJ due to utilities.

SCOPE OF SERVICES

Chapman Engineering personnel will perform the following work steps at minimum:

1. Properly "spot in" a total of three proposed soil boring locations and order Texas One Call clearances at least 72 hours before drilling;
2. Install three soil borings to maximum of 50 feet total depth each, or contact with the Navarro Clay (believed to be the geologic "seal" that may hold up contaminants and shallow ground water at depth). All three of the borings may need to be installed on properties of adjacent owners, particularly the "Golden Chick" restaurant shown on accompanying map;
3. Each boring will be completed as a groundwater monitoring well consisting of 2-inch diameter PVC and a 15-foot section (approximate) of slotted screen below solid casing. All monitoring wells will be completed as flush-to-grade constructions and set within concrete pads with secured metal covers;
4. Upon completing the monitoring well installations, our staff will survey in each well to the nearest 0.01 foot of elevation. If groundwater is present, all wells will be gauged, and groundwater samples will be taken using low-flow sampling equipment. Samples will be analyzed on standard lab turnaround times.

Field Work. All field activities will be performed under the direction of a TCEQ-licensed Corrective Action Project Manager (CAPM) in accordance with TCEQ Regulatory Guidance RG-411, entitled *Investigating and Reporting Releases from PSTs, August 2012*. The chlorinated solvents found at the site require investigation and reporting under Texas Risk Reduction Program (TRRP) and adherence to Texas Administrative Code (TAC) rule *30 TAC 350*.

Laboratory Analysis. Groundwater samples will be sent to a qualified laboratory and analyzed for volatile organic compounds (VOCs) and total petroleum hydrocarbons (TPH). A groundwater sample for the analysis of total dissolved solids (TDS) will be collected from one monitoring well to determine the groundwater classification.

Reporting. Chapman Engineering will prepare a Phase II Limited Site Investigation (LSI) Report documenting the installation of the new monitoring wells and the results of groundwater sampling at the site. Included in the report will be a detailed groundwater gradient map showing the flow direction beneath the site. Figures illustrating both the hydrocarbon and chlorinated solvent plumes in the groundwater will also be constructed.

We will also add information about the historical use of property at 164 South Guadalupe to the general reporting.

COST AND SCHEDULE

To provide the work scope described above for environmental assessment and reporting, we estimate a "do not exceed" fee of **$22,900.** This does not include any sales taxes for professional services, and those should not apply to this kind of work. This cost also does not include any City of San Marcos permitting or fees related to working within the City ROW. We will commence work based on our receipt of your notice to proceed.

ADDITIONAL WORK

Chapman Engineering will not exceed the cost estimate provided herein unless a written change order is agreed between the parties before additional costs are incurred.

GENERAL

Please pay all invoices within 30 days. Any balance left unpaid after 30 days will be subject to a finance charge of 1.5% per month. Any changes to previously completed work or additional work requested by you will be charged on an hourly basis and are not included in our estimate.

This agreement is subject to termination by the City of San Marcos or Chapman Engineering should the other fail to perform its obligations hereunder. In the event of termination, Chapman Engineering will be paid for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses. These charges shall be accumulated in accordance with Chapman Engineering's standard fee schedule.

Chapman Engineering can mobilize to the site upon receiving your written approval of the proposal described above. Our technical report can be completed within 10 days of receiving all required documentation from the laboratory and other vendors.

PROPOSAL ACCEPTANCE

We will require written proposal acceptance prior to the start of field activities and mobilizing to the site. ~~The proposal can be accepted by signing in the space provided below and faxing a copy of the signature page to us at (830) 816-1753.~~

~~This proposal and the attached "General Terms and Conditions" represent the entire understanding between the client, City of San Marcos, and Chapman Engineering with respect to the work set out herein, and may only be modified in writing signed by both parties.~~

Any additional work that is required for this project will only be performed after the parties have reached written agreement on the change in scope of work and the additional costs to be incurred. Chapman Engineering will not perform any work without your written authorization. A service rate sheet can be provided per customer request if we do any work on a time and materials basis.

We appreciate the opportunity to work with the City of San Marcos and thank you for your consideration. If there are points which need further discussion, please call us at 830-816-3311.

This is a complex project and we understand the need for great communication and planning.

Sincerely,

Tony Becker
Project Geologist

Cal Chapman, P. E.
Texas Professional Engineer #81268
NACE-Certified Cathodic Protection Specialist #23357
Model Law Engineer #35248, National Council of Examiners for Engineering & Surveying
Licensed Corrective Action Project Manager #00255, through TCEQ

TB/cc/sj

File #: Res. 2020-152R, **Version:** 1

AGENDA CAPTION:
Consider approval of Resolution 2020-152R, approving a project partnership agreement with the U.S. Department of the Army (Corps of Engineers) for the San Marcos River Section 206 Aquatic Ecosystem Restoration Project; authorizing the City Manager, or his designee, to execute said easement on behalf of the City; and declaring an effective date.

Meeting date: August 4, 2020

Department: Eng/CIP

Amount & Source of Funding
Funds Required: $126,859
Account Number: C84 Habitat Conservation Plan
Funds Available: $377,704.61
Account Name: C84 Habitat Conservation Plan

Fiscal Note:

Prior Council Action: 2003-152: Resolution of Support for Section 206 Aquatic Ecosystem Restoration Program

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

Sustainability

N/A

N/A

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

☐ Economic Development - Choose an item.

☒ Environment & Resource Protection - Natural Resources necessary for community's health, well-being, and prosperity secured for future development

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

☐ Parks, Public Spaces & Facilities - Choose an item.

☐ Transportation - Choose an item.

☐ Core Services

☐ Not Applicable

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

Habitat Conservation Master Plan

Background Information:

The City of San Marcos (City) and the US Army Corps of Engineers (USACE) have worked together since 2002 to develop the USACE Section 206 Aquatic Ecosystem Restoration Program for the San Marcos River from Stokes Park to the city limits. The Project Management Plan is a detailed description of work to be accomplished through five ecosystem restoration measures: Riparian Corridor Restoration, Aquatic Ecosystem Restoration, Wetland Restoration, Education, and Long-Term Monitoring.

The USACE is ready to begin the design phase to implement the invasive removal and native plantings from Stokes Park to the Blanco confluence. Attached is the Project Partnership Agreement (PPA) between the USACE and the City. Upon execution of the PPA, the USACE will move forward with development of plans.

Article VI of the PPA discusses the City's funding responsibility for the $3,810,506 project, which is met by the real estate value of city-owned land. The City's responsibility for the monitoring and adaptive management costs are projected to be $126,859 and are to cover any unexpected changes in the project.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Approve Project Partnership Agreement

RESOLUTION NO. 2020-152R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A PROJECT PARTNERSHIP AGREEMENT WITH THE U.S. DEPARTMENT OF THE ARMY (CORPS OF ENGINEERS) FOR THE SAN MARCOS RIVER SECTION 206 AQUATIC ECOSYSTEM RESTORATION PROJECT; AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE SAID EASEMENT ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The attached Project Partnership Agreement with the Department of the Army for the San Marcos River Section 206 Aquatic Ecosystem Restoration Project is hereby approved.

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

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

ADOPTED on August 4, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

DEPARTMENT OF THE ARMY
FORT WORTH DISTRICT, CORPS OF ENGINEERS
P. O. BOX 17300
FORT WORTH, TEXAS 76102-0300

Office of Counsel 8 May 2020

CERTIFICATION OF LEGAL REVIEW
PROJECT PARTNERSHIP AGREEMENT
BETWEEN THE DEPARTMENT OF THE ARMY
AND THE CITY OF SAN MARCOS, TEXAS
SECTION 206 AQUATIC ECOSYSTEM RESTORATION PROJECT

1. The undersigned has performed a legal review of the proposed Project Partnership Agreement (PPA) between the Department of the Army and the City of San Marcos, Texas. This PPA is for the design and construction of an aquatic ecosystem restoration project under the authority of Section 206 of the Water Resources Development Act of 1996, as amended (33 U.S.C. 2330). The project was set forth in a Detailed Project Report and Integrated Environmental Assessment dated April 2014, approved by the Division Commander on 13 May 2014.

2. The proposed PPA for the project, as reviewed, does not deviate in any material way from the current model PPA that the Corps uses for Section 206 projects. Therefore, in my opinion, the Commander, Southwestern Division is authorized to approve execution of this amendment and delegate to the Commander of the Fort Worth District the authority to sign said document on behalf of the Department of the Army.

3. POC for this legal certification is the undersigned at 817 886 1141, or at randall.c.merchant@usace.army.mil.

MERCHANT.RANDALL.CURTISS.1130686725
Digitally signed by MERCHANT.RANDALL.CURTISS.1130686725
Date: 2020.05.07 15:28:31 -05'00'

Randall Merchant
Assistant District Counsel
Senior Attorney for Civil Works, Environmental and Regulatory

PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
CITY OF SAN MARCOS, TEXAS
FOR
THE
SAN MARCOS RIVER SECTION 206
AQUATIC ECOSYSTEM RESTORATION PROJECT

THIS AGREEMENT is entered into this _____ day of _____, ____, by and between the Department of the Army (hereinafter the "Government"), represented by the **DISTRICT ENGINEER** and the **CITY OF SAN MARCOS** (hereinafter the "Non-Federal Sponsor"), represented by its **CITY MANAGER**.

WITNESSETH, THAT:

WHEREAS, Section 206 of the Water Resources Development Act of 1996, as amended (33 U.S.C. 2330) (hereinafter "Section 206"), authorizes the Secretary to undertake construction of aquatic ecosystem restoration projects not specifically authorized by Congress;

WHEREAS, pursuant to the authority provided in Section 206, design and construction of the **San Marcos Section 206 Aquatic Ecosystem Restoration Project** (hereinafter the "Project", as defined in Article I.A. of this Agreement) was approved by the Division Commander for **Southwestern Division** (hereinafter the "Division Commander") on May 13, 2014.

WHEREAS, Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2213), specifies the cost-sharing requirements applicable to the Project;

WHEREAS, the Non-Federal Sponsor has waived reimbursement for the value of real property interests and relocations that exceeds 35 percent of construction costs;

WHEREAS, total Federal costs associated with planning, design, and construction of a project pursuant to Section 206 may not exceed $10,000,000; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that Section 221 of the Flood Control Act of 1970, as amended (42 U.S.C. 1962d-5b), provides that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "Project" means improvements to or restoration of 43.93 acres of riparian habitats; 1.19 acres of wetland habitats; and 28.03 acres of aquatic habitats, as generally described in the **DETAILED PROJECT REPORT AND INTEGRATED ENVIRONMENTAL ASSESSMENT SAN MARCOS RIVER SECTION 206, AQUATIC ECOSYSTEM RESTORATION PROJECT**, dated April 2014 and approved by the **DIVISION COMMANDER** on May 13, 2014 hereinafter the "Decision Document").

B. The term "construction costs" means all costs incurred by the Government and Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design and construction of the Project and cost shared. The term includes, but is not necessarily limited to: the Government's costs of engineering, design, and construction, including cost shared monitoring and adaptive management, if any; the Government's supervision and administration costs; the Non-Federal Sponsor's creditable costs for providing real property interests and relocations and for providing in-kind contributions, if any; and the costs of historic preservation activities except for data recovery for historic properties. The term does not include any costs for operation, maintenance, repair, rehabilitation, or replacement; dispute resolution; participation by the Government and Non-Federal Sponsor in the Project Coordination Team to discuss significant issues and actions; or audits; or the Non-Federal Sponsor's cost of negotiating this Agreement.

C. The term "real property interests" means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

D. The term "relocation" means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

E. The term "functional portion thereof" means a portion of the Project that has been completed and that can function independently, as determined in writing by the District Commander for **FORT WORTH DISTRICT** (hereinafter the "District Commander"), although the remainder of the Project is not yet complete.

F. The term "cost shared monitoring" means those activities, including the collection and analysis of data, for a period not to exceed 10 years, that the Government identifies as necessary to determine if predicted outputs of the Project are being achieved and to determine if adaptive management is necessary, as generally described in the Decision Document. The term does not include monitoring after the Division Commander has determined that ecological success has been achieved or monitoring beyond the 10-year period, with any such monitoring the responsibility of the Non-Federal Sponsor, at no cost to the Government.

G. The term "cost shared adaptive management" means physical modifications to the Project, in response to the cost shared monitoring results to ensure the functionality and benefits of the Project are garnered, as explicitly described in the performance standards section of the adaptive management plan or other sections in the Decision Document. The term does not include operational changes, which are the responsibility of the Non-Federal Sponsor, at no cost to the Government, as part of operation and maintenance of the Project.

H. The term "in-kind contributions" means those materials or services provided by the Non-Federal Sponsor that are identified as being integral to the Project by the Division Commander. To be integral to the Project, the material or service must be part of the work that the Government would otherwise have undertaken for design and construction of the Project. The in-kind contributions also include any investigations performed by the Non-Federal Sponsor to identify the existence and extent of any hazardous substances that may exist in, on, or under real property interests required for the Project.

I. The term "fiscal year" means one year beginning on October 1st and ending on September 30th of the following year.

J. The term "Federal Participation Limit" means the $10,000,000 statutory limitation on the Government's financial participation in the planning, design, and construction of the Project.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall undertake design and construction of the Project using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. However, if after completion of the design portion of the Project the parties mutually agree in writing not to proceed with construction of the Project, the parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article VI.E. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all requirements of applicable Federal laws and implementing regulations.

B. The Non-Federal Sponsor shall contribute 35 percent of construction costs, as follows:

1. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests and relocations required for construction, operation, and maintenance of the Project.

2. In providing in-kind contributions, if any, the Non-Federal Sponsor shall obtain all applicable licenses and permits necessary for such work. As functional portions of the work are completed, the Non-Federal Sponsor shall begin operation and maintenance of such work. Upon completion of the work, the Non-Federal Sponsor shall so notify the Government within 30 calendar days and provide the Government with a copy of as-built drawings for the work.

3. After considering the estimated amount of credit that will be afforded to the Non-Federal Sponsor pursuant to paragraphs B.1. and B.2., above, the Government shall determine the estimated amount of funds required from the Non-Federal Sponsor to meet its 35 percent cost share for the then-current fiscal year. No later than 60 calendar days after receipt of notification from the Government, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.

4. No later than August 1st prior to each subsequent fiscal year, the Government shall provide the Non-Federal Sponsor with a written estimate of the full amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. Not later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.

C. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on solicitations for contracts, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

D. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act (NHPA) of 1966, as amended. All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount authorized to be appropriated for the Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

E. When the District Commander determines that construction of the Project, excluding cost shared monitoring and adaptive management, or a functional portion thereof, is complete, within 30 calendar days of such determination, the District Commander shall so notify the Non-Federal Sponsor in writing and the Non-Federal Sponsor, at no cost to the Government, shall operate, maintain, repair, rehabilitate, and replace the Project, or such functional portion thereof. The Government shall furnish the Non-Federal Sponsor with an Operation, Maintenance, Repair, Rehabilitation, and Replacement Manual (hereinafter the "OMRR&R Manual") and copies of all

as-built drawings for the completed work. The Government shall provide the Non-Federal Sponsor with an updated OMRR&R Manual and as-built drawings, as necessary, based on the cost shared monitoring and adaptive management.

1. The Non-Federal Sponsor shall conduct its operation, maintenance, repair, rehabilitation, and replacement responsibilities in a manner compatible with the authorized purpose of the Project and in accordance with applicable Federal laws and specific directions prescribed by the Government in the OMRR&R Manual. The Government and Non-Federal Sponsor shall consult on any subsequent updates or amendments to the OMRR&R Manual.

2. The Government may enter, at reasonable times and in a reasonable manner, upon real property interests that the Non-Federal Sponsor now or hereafter owns or controls to inspect the Project, and, if necessary, to undertake any work necessary to the functioning of the Project for its authorized purpose. If the Government determines that the Non-Federal Sponsor is failing to perform its obligations under this Agreement and the Non-Federal Sponsor does not correct such failures within a reasonable time after notification by the Government, the Government, at its sole discretion, may undertake any operation, maintenance, repair, rehabilitation, or replacement of the Project. No operation, maintenance, repair, rehabilitation, or replacement by the Government shall relieve the Non-Federal Sponsor of its obligations under this Agreement or preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance of this Agreement.

F. The Non-Federal Sponsor shall prevent obstructions or encroachments on the Project (including prescribing and enforcing regulations to prevent such obstructions or encroachments) that might reduce the outputs produced, hinder operation and maintenance, or interfere with the proper function of the Project.

G. The Non-Federal Sponsor shall not use the Project, or real property interests required for construction, operation, and maintenance of the Project, as a wetlands bank or mitigation credit for any other project.

H. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

I. In addition to the ongoing, regular discussions of the parties in the delivery of the Project, the Government and the Non-Federal Sponsor may establish a Project Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Project Coordination Team shall not be included in construction costs that are cost shared but shall be included in calculating the Federal Participation Limit. The Non-Federal Sponsor's costs for participation on the Project Coordination Team shall not be included in construction costs that are cost shared and shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

J. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall be responsible for all costs in excess of the Federal Participation Limit.

ARTICLE III - REAL PROPERTY INTERESTS, RELOCATIONS, AND COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the real property interests needed for construction, operation, and maintenance of the Project. The Government shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the real property interests that the Government determines the Non-Federal Sponsor must provide for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsor with a written notice to proceed with acquisition. The Non-Federal Sponsor shall acquire the real property interests and shall provide the Government with authorization for entry thereto in accordance with the Government's schedule for construction of the Project. The Non-Federal Sponsor shall ensure that real property interests provided for the Project are retained in public ownership for uses compatible with the authorized purposes of the Project.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations necessary for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations and shall provide the Non-Federal Sponsor with a written notice to proceed with such relocations. The Non-Federal Sponsor shall perform or ensure the performance of these relocations in accordance with the Government's construction schedule for the Project.

C. To the maximum extent practicable, not later than 30 calendar days after the Government provides to the Non-Federal Sponsor written descriptions and maps of the real property interests and relocations required for construction, operation, and maintenance of the Project, the Non-Federal Sponsor may request in writing that the Government acquire all or specified portions of such real property interests, or perform the necessary relocations. If the Government agrees to such a request, the Non-Federal Sponsor, in accordance with Article VI.F., must provide funds sufficient to cover the costs of the acquisitions, or relocations in advance of the Government performing the work. The Government shall acquire the real property interests, and perform the relocations, applying Federal laws, policies, and procedures. The Government shall acquire real property interests in the name of the Non-Federal Sponsor except, if acquired by eminent domain, the Government shall convey all of its right, title and interest to the Non-Federal Sponsor by quitclaim deed or deeds. The Non-Federal Sponsor shall accept delivery of such deed or deeds. The Government's providing real property interests or performing relocations on behalf of the Non-Federal Sponsor does not alter the Non-Federal Sponsor's responsibility under Article IV for the costs of any cleanup and response related thereto.

D. As required by Sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4630 and 4655), and Section 24.4 of the Uniform Regulations contained in 49 C.F.R. Part 24, the Non-

Federal Sponsor assures that (1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under Sections 4622, 4623 and 4624 of Title 42 of the U.S. Code; (2) relocation assistance programs offering the services described in Section 4625 of Title 42 of the U.S. Code shall be provided to such displaced persons; (3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with Section 4625(c)(3) of Title 42 of the U.S. Code; (4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in Section 4651 and the provision of Section 4652 of Title 42 of the U.S. Code; and (5) property owners will be paid or reimbursed for necessary expenses as specified in Sections 4653 and 4654 of Title 42 of the U.S. Code.

ARTICLE IV - HAZARDOUS SUBSTANCES

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675), that may exist in, on, or under real property interests required for construction, operation, and maintenance of the Project. However, for real property interests that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Commander provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction.

B. In the event it is discovered that hazardous substances regulated under CERCLA exist in, on, or under any of the required real property interests, within 15 calendar days of such discovery, the Non-Federal Sponsor and the Government, in addition to providing any other notice required by applicable law, shall provide written notice to each other, and the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under CERCLA and determine whether to initiate construction, or if already initiated, whether to continue construction, suspend construction, or terminate construction.

1. Should the parties initiate or continue construction, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsor fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this Article upon direction

by the Government, the Government may suspend or terminate construction, but may undertake any actions it determines necessary to avoid a release of such hazardous substances.

D. In the event of a discovery, the Non-Federal Sponsor and the Government shall initiate consultation with each other within 15 calendar days in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the operator of the Project for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the Project in a manner that will not cause liability to arise under CERCLA.

ARTICLE V - CREDIT FOR REAL PROPERTY INTERESTS, RELOCATIONS, AND IN-KIND CONTRIBUTIONS

A. The Government shall include in construction costs, and credit towards the Non-Federal Sponsor's share of such costs, the value of Non-Federal Sponsor provided real property interests and relocations, and the costs of in-kind contributions determined by the Government to be required for the Project.

B. To the maximum extent practicable, no later than 3 months after it provides the Government with authorization for entry onto a real property interest or pays compensation to the owner, whichever occurs later, the Non-Federal Sponsor shall provide the Government with documents sufficient to determine the amount of credit to be provided for the real property interest in accordance with paragraphs C.1. of this Article. To the maximum extent practicable, no less frequently than on a quarterly basis, the Non-Federal Sponsor shall provide the Government with documentation sufficient for the Government to determine the amount of credit to be provided for other creditable items in accordance with paragraph C. of this Article.

C. The Government and the Non-Federal Sponsor agree that the amount of costs eligible for credit that are allocated by the Government to construction costs shall be determined and credited in accordance with the following procedures, requirements, and conditions. Such costs shall be subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. The Non-Federal Sponsor shall obtain, for each real property interest, an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The

appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government.

(1) Date of Valuation. For any real property interests owned by the Non-Federal Sponsor on the effective date of this Agreement and required for construction performed after the effective date of this Agreement, the date the Non-Federal Sponsor provides the Government with authorization for entry thereto shall be used to determine the fair market value. For any real property interests required for in-kind contributions covered by an In-Kind Memorandum of Understanding, the date of initiation of construction shall be used to determine the fair market value. The fair market value of real property interests acquired by the Non-Federal Sponsor after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor provides the Government with an authorization for entry for such interest or concludes the acquisition of the interest through negotiation or eminent domain proceedings, whichever occurs later. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for crediting purposes.

(3) The Government shall credit the Non-Federal Sponsor the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount for crediting purposes.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for purpose of instituting the eminent domain proceeding. The fair market value for crediting purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph C.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2):

(1) the owner is donating the real property interest to the Non-Federal Sponsor and releases the Non-Federal Sponsor in writing from its obligation to appraise the real property interest, and the Non-Federal Sponsor submits to the Government a copy of the owner's written release; or

(2) the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at $25,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. When the anticipated value of the real property interest exceeds $10,000, the Non-Federal Sponsor must offer the owner the option of having the Non-Federal Sponsor appraise the real property interest.

d. Incidental Costs. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the incidental costs the Non-Federal Sponsor incurred in acquiring any real property interests required pursuant to Article III for the Project within a five-year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, that are documented to the satisfaction of the Government. Such incidental costs shall include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.D., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of a real property interest pursuant to Article III.

2. Relocations. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the value of any relocations performed by the Non-Federal Sponsor that are directly related to construction, operation, and maintenance of the Project.

a. For a relocation other than a highway, the value shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, the value shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the **State of Texas** would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs include actual costs of performing the relocation; planning, engineering, and design costs; supervision and administration costs; and documented incidental costs associated with performance of the relocation, as determined by the Government. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

3. In-Kind Contributions. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the value of in-kind contributions that are integral the Project.

a. The value shall be equivalent to the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred to provide the in-kind contributions. Such costs shall include, but not necessarily be limited to, actual costs of constructing the in-kind contributions; engineering and design costs; supervision and administration costs; and documented incidental costs associated with providing the in-kind contributions, but shall not include any costs associated with betterments, as determined by the Government. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees.

b. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; for the value of in-kind contributions obtained at no cost to the Non-Federal Sponsor; for any in-kind contributions performed prior to the effective date of this Agreement unless covered by an In-Kind Memorandum of Understanding between the Government and Non-Federal Sponsor; or for costs that exceed the Government's estimate of the cost for such in-kind contributions if they had been provided by the Government.

4. Compliance with Federal Labor Laws. Any credit afforded under the terms of this Agreement is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act), and credit may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

D. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit for real property interests and relocations that exceed 35 percent of construction costs or real property interests that were previously provided as an item of local cooperation for another Federal project.

ARTICLE VI – PAYMENT OF FUNDS

A. As of the effective date of this Agreement, construction costs, excluding cost shared monitoring and adaptive management, are projected to be $3,810,506, with the Government's

share of such costs projected to be $2,476,829 and the Non-Federal Sponsor's share of such costs projected to be $1,460,538, which includes creditable real property interests and relocations projected to be $1,460,538, creditable in-kind contributions projected to be $0, and the amount of funds required to meet its 35 percent cost share projected to be $0. Construction costs for cost shared monitoring and adaptive management are projected to be $362,454, with the Government's share of such costs projected to be $235,595 and the Non-Federal Sponsor's share of such costs projected to be $126,859. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated construction costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable real property interests and relocations; the estimated amount of any creditable in-kind contributions; and the estimated amount of funds required from the Non-Federal Sponsor during the upcoming fiscal year.

C. The Non-Federal Sponsor shall provide the funds required to meet its share of construction costs by delivering a check payable to "FAO, USAED, **FORT WORTH DISTRICT** to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of construction costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of such construction costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds.

E. Upon completion of construction, except for cost shared monitoring and adaptive management, and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. The Government shall conduct another final accounting after completion of cost shared monitoring and adaptive management and furnish the Non-Federal Sponsor with the written results of such final accounting. Should either final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds. A final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of construction costs, including contract claims or any other liability that may become known after the final accounting. If the final accounting after cost shared monitoring and adaptive management

determines that funds provided by the Non-Federal Sponsor exceed the amount of funds required to meet its share of construction costs, the Government shall refund such excess amount, subject to the availability of funds for the refund. In addition, if that final accounting determines that the Non-Federal Sponsor's credit for real property interests and relocations, as limited by Article V.D., combined with credit for in-kind contributions exceed its share of construction costs for the Project, the Government, subject to the availability of funds for the reimbursement, shall enter into a separate agreement to reimburse the difference to the Non-Federal Sponsor.

F. If the Government agrees to acquire or provide, as applicable, real property interests or relocations on behalf of the Non-Federal Sponsor, the Government shall provide written notice to the Non-Federal Sponsor of the amount of funds required to cover such costs. No later than 60 calendar days of receipt of such written notice, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government by delivering a check payable to "FAO, USAED, FORT WORTH DISTRICT to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. If at any time the Government determines that additional funds are required to cover such costs, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government.

ARTICLE VII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate construction of the Project unless the Assistant Secretary of the Army (Civil Works) determines that continuation of such work is in the interest of the United States or is necessary in order to satisfy agreements with other non-Federal interests.

B. If the Government determines at any time that the Federal funds made available for construction of the Project are not sufficient to complete such work, the Government shall so notify the Non-Federal Sponsor in writing within 30 calendar days, and upon exhaustion of such funds, the Government shall suspend construction until there are sufficient funds appropriated by the Congress and funds provided by the Non-Federal Sponsor to allow construction to resume.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article IV.

D. In the event of termination, the parties shall conclude their activities relating to design and construction of the Project. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of real property acquisition, resolution of contract claims, and resolution of contract modifications.

E. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury,

equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, operation, maintenance, repair, rehabilitation, and replacement of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Project. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in construction costs, but shall be included in calculating the Federal Participation Limit.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:
City Manager
City of San Marcos
630 E Hopkins
San Marcos, TX 78666

If to the Government:
District Commander
Fort Worth District
Room 3A32
819 Taylor Street
Fort Worth, TX 76102

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer

DEPARTMENT OF THE ARMY	City of San Marcos
BY: _____	BY: _____
Kenneth N. Reed, PMP Colonel, U.S. Army District Commander	Bert Lumbreras City Manager City of San Marcos
DATE: _____	DATE: _____

CERTIFICATE OF AUTHORITY

I, Michael J. Cosentino, do hereby certify that I am the principal legal officer of the City of San Marcos, that the City of San Marcos is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the City of San Marcos in connection with the San Marcos 206 Restoration Project of the San Marcos River, San Marcos, Texas and to pay damages, to the extent permitted by law and subject to appropriation of lawfully available funds under the laws and Constitution of the State of Texas, if necessary, in the event of the failure to perform in accordance with the terms Agreement as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Agreement on behalf of the City of San Marcos acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 5th day of August 2019.

Michael J. Cosentino

Legal Counsel
City of San Marcos

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

City Manager
City of San Marcos

DATE: 5 August 2019

NON-FEDERAL SPONSOR'S
SELF-CERTIFICATION OF FINANCIAL CAPABILITY
FOR AGREEMENTS

I, Heather Hurlbert, do hereby certify that I am the Chief Financial Officer of the City of San Marcos (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the San Marcos 206 Restoration Project; and the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the agreement between THE DEPARTMENT OF THE ARMY AND THE CITY OF SAN MARCO FOR THE SAN MARCOS 206 RESTORATION PROJECT.

IN WITNESS WHEREOF, I have made and executed this certification this 21 day of March, 2019.

BY: Heather

TITLE: Finance Director

DATE: 3/21/19

U.S. Army
Corps of Engineers
Fort Worth District

PROJECT MANAGEMENT PLAN

Section 206 Aquatic Ecosystem Restoration Project
San Marcos, Texas

San Marcos River Feasibility Study
Detailed Project Report And Integrated Environmental Assessment

Non-Federal Sponsor
City of San Marcos

Baseline Version: 2 February 2010

Project Management Plan

Section 206 Aquatic Ecosystem Restoration Project
San Marcos, Texas

San Marcos River Feasibility Study
Detailed Project Report And Integrated Environmental Assessment

1.0 PROJECT SCOPE

1.1 PURPOSE. This document outlines the Project Management Plan (PMP), which is prepared in accordance with Engineering Regulation (ER) 5-1-11 dated 12 January 2007, the Project Management Business Process (PMBP) Manual (REF8005G), and ER 1105-2-100 dated 22 April 2000, for the San Marcos River Section 206 Aquatic Ecosystem Restoration Project. The purpose of this PMP is to provide a detailed description of work to be accomplished by Federal and non-Federal partners during the Feasibility Phase of the project. The PMP is considered a project planning tool for the Project Manager (PM) and Project Delivery Team (PDT), including the non-Federal partner. The PMP is considered a living document and shall be revised as required during the life of the project as changes occur to project scope, schedule and budget.

1.2 PROJECT SPONSORS. The Fort Worth District U.S. Army Corps of Engineers (USACE) shall be designated as the Federal "Government" and the City of San Marcos as the non-Federal "Sponsor" for the Feasibility Study.

1.3 PROJECT AUTHORITY. Authorization for the San Marcos River Section 206 Aquatic Ecosystem Restoration Project is outlined in Section 206 of the Water Resources Development Act (WRDA) of 1996 (P.L. 104-303). The principle objective of the Section 206 Aquatic Ecosystem Restoration process is to restore degraded aquatic ecosystem structure, function and dynamic processes to a less degraded, more natural condition, which will involve consideration of the ecosystem's natural integrity, productivity, stability and biological diversity.

1.4 PROJECT PHASES. The Section 206 process consists of three project phases: **1)** A Federal Interest Determination (FID) Phase, which is fully Federally funded ($100,000) by the Government to determine if the proposed project meets Section 206 guidelines for ecosystem restoration, to develop a PMP for Feasibility, and to execute a Feasibility Cost Sharing Agreement (FCSA). The FID phase for the San Marcos River Section 206 project was completed in September 2008 with execution of the FCSA. **2)** A Feasibility Phase, which is cost shared 50/50 between the Government and Sponsor to identify a recommended restoration plan for implementation. The Feasibility Phase was initiated in April 2008. **3)** A Design and Construction Phase, which is initially Federally funded ($50,000) by the Government to negotiate and execute a Project Partnership Agreement (PPA) and initiate project design. Once the PPA is executed, the initial $50,000 and all remaining project Design and Implementation costs are cost-shared 65% Government and 35% Sponsor. Project Design is scheduled to be initiated in August 2011 followed by project construction in November 2012.

2.0 FEASIBILITY STUDY

2.1 STUDY AREA. The study area is located in south central Texas in Hays County, approximately 30 miles southwest of Austin, Texas. The study area footprint is located along and within the San Marcos River, within the city limits of San Marcos, Texas and is bounded on the upstream by the Spring Lake Dam and at the downstream by the Cummings Dam, approximately 4.0 river miles (**Enclosure 1**). The area of interest for evaluation of ecosystem restoration opportunities shall be the San Marcos River, associated tributaries, and adjacent riparian corridor habitat; assessment of environmental effects shall include this area as well as the surrounding communities within the Region of Influence (ROI).

2.2 STUDY OBJECTIVE. The Government in partnership with the Sponsor are recommending incorporation of various ecosystem restoration features and recreational enhancements within and adjacent to the San Marcos River, located within San Marcos, Texas. Various ecosystem restoration measures are recommended to maximize habitat outputs for priority resource categories (i.e., wetlands, in-stream aquatic and riparian corridor). Recreational enhancements are proposed to optimize recreational opportunities that are consistent with other project purposes.

The objective of the Feasibility Study is to prepare a Detailed Project Report (DPR) that: identifies feasible ecosystem restoration measures with technically sound engineering and design features; evaluates the implementation costs and habitat outputs of identified measures; compares the effectiveness of ecosystem restoration plans for achieving desired ecosystem restoration objectives; and identifies a Recommended Plan for implementation of proposed ecosystem restoration features.

The DPR will also include an integrated Environmental Assessment (EA) that addresses potential social and environmental impacts associated with proposed project actions within the San Marcos River. The integrated EA will identify and evaluate all relevant impacts, conditions, and issues associated with proposed alternatives within and adjacent to the San Marcos River, in accordance with the National Environmental Policy Act (NEPA) of 1969, as amended, subsequent implementing regulations promulgated by the Council on Environmental Quality (CEQ), ER 200-2-2, and current USACE policy, guidance, and expectations. An example Table of Contents for the DPR/EA is outlined in **Enclosure 2**.

2.3 PLANNING PROCESS. The Government and Sponsor PMs shall lead the PDT in completion of the efforts required during the Feasibility Study, including the USACE six-step planning process and development of required NEPA documentation. During this process, PDT members shall complete all necessary studies, analyses, and assessments as appropriate to their areas of technical expertise. PDT members shall prepare written documentation covering the technical studies conducted during this time along with their results to support the findings in the DPR/EA. This documentation shall be either incorporated into the DPR/EA or attached as technical appendices. Major products of the planning process shall include, but are not limited to: (1) a DPR prepared in accordance with the requirements of ER 1105-2-100 and containing, at a minimum, documentation of the planning process, formulation of the National Ecosystem Restoration (NER) plan, and the conclusions and recommendations of the District Engineer; (2) all NEPA documentation, including an EA and Finding of No Significant Impact (FNSI); (3) an Engineering Technical Appendix, including a MII cost estimate for the NER plan; and (4) a Real Estate Appendix. Additional technical appendices such as Cultural, Hydrology & Hydraulics (H&H), Geotechnical, and Hazardous Toxic Radioactive Waste (HTRW) shall be prepared as needed to support the conclusions and recommendations contained in the DPR/EA. A description of the USACE six-step planning process along with associated activities is outlined below:

Step 1: Specification of the Water and Related Land Resources Problems and Opportunities Associated with the Federal Objective and Specific State and Local Concerns. Through initial feasibility level planning efforts, specific water and land resources problems, opportunities, and potential ecosystem restoration features were identified by the Government and Sponsor, and are outlined in the 2003 Preliminary Restoration Plan (PRP). Five primary ecosystem restoration measures are currently being considered for potential inclusion in the San Marcos River Section 206 project: Riparian Corridor Restoration, Aquatic Ecosystem Restoration, Wetland Restoration, Education & Recreation Enhancement, and Long Term Monitoring. Identified problems and concerns will be developed during the Feasibility Study.

Step 2: Inventory, Forecast, and Analysis of Water and Related Land Resource Conditions within the Planning Area Relevant to the Identified Problems and Opportunities. The baseline conditions within the study area shall be inventoried and analyzed during the Feasibility Study to document existing environmental conditions. In addition, "Future Without Project" or "No Action" conditions shall be assessed to determine potential future impacts, modifications, and changes to the baseline conditions from other reasonably foreseeable developments, projects, and trends within the study area.

Step 3: Formulation of Alternatives. For each proposed ecosystem restoration measure, a "Range of Alternatives" shall be developed for evaluation and comparison using the USACE Incremental Cost Analysis (ICA) system. At a minimum the "Range of Alternatives" for each ecosystem restoration measure should be economically viable, technically feasible, Operation & Maintenance (O&M) acceptable, and free of any design constraints that would inhibit implementation. Alternatives that are not considered feasible should be discussed briefly with reasoning on why they were not practical or desirable and then dismissed from detailed analysis.

Step 4: Evaluation of the Effects of the Alternatives. An ecosystem restoration project must be justified through a determination that the combined monetary and non-monetary benefits of the project justify its monetary and non-monetary costs. Following formulation of the "Range of Alternatives", the Government shall calculate "Future With Project" average annual habitat conditions over the 50-year project life to determine the ecosystem benefits associated with each proposed alternative. Average annual construction cost estimates will also be developed for the "Range of Alternatives" to provide the monetary costs associated with each proposed alternative. Construction cost estimates shall include implementation costs (i.e., delivery, labor, material, warranty, and lands), O&M costs, and contingencies.

Step 5: Comparison of Alternatives. During the ICA process, proposed alternatives shall be evaluated to determine their effectiveness for achieving desired ecosystem restoration benefits in relation to implementation costs. All potential combinations of individual project alternatives for each ecosystem restoration measure, along with their average annual habitat benefits and costs, shall be compared on an incremental cost per habitat unit basis to produce "Best-Buy" Plans. These will be the combinations of ecosystem restoration alternatives that have the highest ratio of incremental cost per habitat unit output.

Step 6: Selection of a Recommended Plan Based Upon the Comparison of "Best Buy" Plans. The "Best Buy" Plans will then be compared to determine which plan provides the most average annual habitat benefits for the least amount of cost. This plan will be identified as the Government's NER Plan. Following identification of the NER Plan, the Sponsor may elect to identify another plan from the list of "Best Buy" Plans, which shall be designated as the Locally Preferred Plan (LPP). However, if the LPP is more costly than the Government's NER Plan, all additional plan costs above and beyond the NER Plan are the full responsibility of the Sponsor.

3.0 PROJECT DELIVERY TEAM MEMBERS

This section identifies the Government, Sponsor, and Architect-Engineer (A-E) PDT members that will be responsible for development, review, and submission of final Feasibility information for the San Marcos River Section 206 project. Government and Sponsor PMs will be members of both the core and review components of the PDT team. The Southwestern Division (SWD) USACE will be responsible for final approval of the DPR/EA

3.1 Core PDT Members. Table 1 below identifies the core PDT members that will be responsible for providing project oversight, guidance, and management services or will produce a project deliverable required for completion of the Feasibility Phase.

3.2 Review PDT Members. Table 1 below also identifies additional PDT members and their supervisors that will be responsible for review and commentary on technical related products that are produced by in-house team members, the non-Federal Sponsor, and any A-E firms. Reviews for Feasibility deliverables shall occur at several stages during development of the DPR/EA to ensure that questions and issues are captured and addressed before progressing to the next level.

Table 1. Core, Review, and Supervisory PDT Members by Name and Discipline.

Discipline	Core Member	Review Member	Supervisory Member
Sponsor	Melani Howard	Melani Howard	Melani Howard
Account / Program Manager	Marcia Hackett	Marcia Hackett	Elston Eckhardt
Project Manager / Planning	Jeff Tripe	Jeff Tripe	Mark Harberg
Environmental Resources	Jeff Tripe	Jeff Tripe	Mark Harberg
Cultural Resources	Ann Chancey	Ann Chancey	Nancy Parrish
Program / Budget Analyst	Anita Horky		Kevin Craig
Contracting	Allen Bassett		June Wohlbach
Contractor Services	A-E		A-E
USFWS	Patrick Conner		Bill Seawell
LAERF	Chetta Owens		Mike Smart
Public Affairs		Clayton Church	Rhonda Paige
BCOE Review Coordinator		Delissa Hamilton	Debbie Castens
HTRW		Mark Vercoe	Janet Welch
GIS / Mapping		Phuong Tran	Eli Kangas
Regulatory		Jennifer Walker	Stephen Brooks
H&H Engineering		Mike Velasquez	Darlene Prochaska
Civil Engineering		Efren Martinez	Mark Black
Structural Engineering		Jun Robbins	John VanLeeuwen
Geotechnical Engineering		Josh Pickering	Ramanuja Kannan
Real Estate		Anthony Dunni	Randy Roberts
Cost Engineering		Samuel Howarth	Milton Schmidt
Office of Counsel		Kendra Laffe	Rex Crosswhite

4.0 CRITICAL ASSUMPTIONS AND CONSTRAINTS

This section of the PMP outlines the critical project assumptions and constraints that were identified during the FID Phase and initial coordination meetings. The list of assumptions and constraints outlined below will be used as a guide for determining project design requirements and boundaries.

4.1 Assumptions.

- For the Purposes of this PMP it is assumed that the restoration information as recommended in the September 2003 PRP will be used as the basis for developing a list of potential restoration features, measures, and scales. Various restoration features identified in the 2003 PRP have since been modified during FID coordination meetings.

- Through coordination with the Sponsor and other stakeholders in the region, the original study area will be expanded to include the San Marcos River from IH-35 downstream to the confluence with the Blanco River; from the Spring Lake Dam downstream to University Drive; and the Cummings Dam (located downstream of the San Marcos River / Blanco River confluence).

- Personnel from the U.S. Fish and Wildlife Service (USFWS), Texas Parks and Wildlife Department (TPWD), Lewisville Aquatic Ecosystem Research Facility (LAERF), Fort Worth District USACE, and City of San Marcos will be responsible for conducting existing conditions surveys and development of habitat assessment protocol.

- The development of the DPR/EA will be conducted using A-E services and their products will be reviewed for technical sufficiency and environmental acceptability by Government and Sponsor PDT members.

- To aid with development of the DPR/EA, the Sponsor will provide existing data to include: aerial photography, master plans, contour surveys, infrastructure delineations, environmental conditions, socioeconomic information, H&H data, and real estate boundaries.

- Primary stakeholders in the regions will include the Edwards Aquifer Recovery Implementation Program (EARIP), the San Marcos River Restoration Group, and various recreational entities.

- Riparian corridor restoration and/or dam modification below IH-35 will require Sponsor acquisition of land in fee or through conservation easements. The Capes Millrace and irrigation ditches located below IH-35 will not be assessed or included in the restoration study.

4.2 Constraints.

- Federal funding is normally a constraint. If Federal funds are not appropriated on an annual basis, the schedule may be delayed.

- Project recommendations shall comply with any reasonable and prudent measures, terms and conditions, and conservation recommendations as outlined in USFWS Biological Opinions (BO). Proposed project features shall be designed and implemented to avoid unnecessary impacts to existing Threatened & Endangered species and their critical habitat.

- Guidance and stipulations as outlined in a Memorandum of Agreement (MOA) between the Government, Sponsor, and Texas Historical Commission (THC) shall be developed to minimize potential construction impacts to existing cultural resources. Project designs shall be coordinated, reviewed, and adjusted as appropriate to avoid unnecessary impacts to cultural resources.

- The information in the September 2008 FCSA will be used as the formal agreement between the Government and Sponsor for the Feasibility Phase. This document outlines Federal and non-Federal requirements for cost sharing and other project related information.

- The San Marcos River is a popular recreational location for river enthusiasts (i.e., canoeing, kayaking, fishing, swimming, and fishing). Due to the high demand of recreational activities within the San Marcos River, their may be potential conflicts with proposed restoration measures.

- The Edwards Aquifer is the major water source for a variety of competing uses within the region. As demand for the water increases within the near future, the dependability of this water source to supply existing river flows is questionable. Proposed restoration features will need to take this into consideration.

5.0 WORK BREAKDOWN STRUCTURE (WBS) AND SCHEDULE

The project schedule was developed using USACE Primavera Project Manager (P2). **Table 2** below outlines the current schedule for completion of major milestones as defined by the USACE standard Civil Works (CW) Work Breakdown Structure (WBS). These milestones will be used to monitor the progress of the Feasibility Study and for submittals to higher Corps authorities. The CW WBS milestones shall be updated monthly by the USACE PM and will be available for view in P2.

Table 2. Outline of CW WBS Milestones During the Feasibility Study.

WBS Code	Milestone Description	Scheduled Completion Date
CW000	Federal Interest Determination (FID)	September 2003*
CW060	FID Guidance Memo	October 2003*
CW110	Feasibility Approval	October 2003*
CW030	PMP Start	April 2008*
CW070	Agreement Start (FCSA)	July 2008*
CW080	Agreement Submittal (FCSA)	September 2008*
CW090	Agreement Approval (FCSA)	September 2008*
CW130	Agreement Execution (FCSA)	September 2008*
CW140	Start DPR/EA Report	August 2009*
CW040	PMP Approval	January 2010*
CW400	Ready to Advertise AE Contract	February 2010*
CW801	AE Contract Award	March 2010
CW190	Alternative Formulation Briefing (AFB)	September 2010
CW060	AFB Guidance Memo	September 2010
CW150	Draft DPR/EA Report Submittal	January 2011
CW250	Public Review Period Start	January 2011
CW200	EA & FNSI Complete	April 2011
CW230	FNSI Signed	May 2011
CW160	Final DPR/EA Report Submittal	June 2011
CW170	Final DPR/EA Report Approval	July 2011

* Represents Feasibility milestones with actual completion dates.

A detailed schedule of work and services that includes major milestones and the six-step planning process is included in the PMP to identify all critical study tasks, inter-relationships between tasks, key decision points, report reviews, and in-progress review meetings. The PDT shall submit deliverables covered in this PMP in accordance with the schedule outlined in **Table 3** below (Deliverables identified by "D" plus action agency “G” Government, “C” Contractor, “S” Sponsor, “O” Other Agency, and deliverable

Table 3. Proposed Schedule of Work for the San Marcos River Section 206 Aquatic Ecosystem Restoration Project.

Planning Steps	Milestone	Activity Description	Activity Duration**	Meeting Type / Deliverables*
	CW400	**Ready to Advertise AE Contract**	February 2010	
	CW801	**AE Contract Award / Notice to Proceed**	March 2010	
Step 1		**Kickoff Meeting / Critical Path Method (CPM) / Quality Control Plan (QCP)**	10 days from Notice to Proceed / Contract Award	Kickoff Meeting at the City of San Marcos; DC1 (CPM); DC2 (QCP)
		Meeting Minutes / USACE Review / Incorporation of Comments	10 days after Kickoff Meeting	DC3 (Meeting Minutes)
		Public / Agency Coordination / Mailing List	20 days after Kickoff Meeting	DC4, DG1, DS1 (Mailing List)
		Agency Letters / Initiate Informal Section 7 Consultation	15 days after Preparation of the Mailing List	DC5 (Coordination Letters)
Step 2		**Exiting Conditions Inventory / Background Database Collection**	120 days after Agency Letters	DC6 (Surveys); DC7 (Modeling); DC8 (Cultural); DG2 (Phase I); DO1 (PAL)
		Institutional, Public, and Technical Significance / Recognition	30 days after Existing Conditions Inventory	To be included in DPR/EA text
		Existing Degradation and Project Planning Criteria	30 days after Resource Significance documentation	To be included in DPR/EA text; DG3, DO2 (Future "without" Project)
Step 3		**Formulation of Project Features**	90 days after Degradation and Project Planning Criteria	DC9 (Outline of project features with conceptual construction methods)
Step 4 and 5		**Evaluation & Comparison of Project Features**	30 days after Project Formulation	DC10 (Construction Costs); DG4, DO3 (Future "with" Project); DG5 (ICA)
		Draft Alternative Formulation Briefing (AFB) Report	30 days after receipt of ICA results	DC11 (Draft AFB Report)
		USACE Review of Draft AFB Report	30 days after receipt of Draft AFB Report	DG6 (Draft AFB Report Comments)
		Draft AFB In-Progress Review (IPR) Meeting	3 days after receipt of Government Comments	Conference call with updated comment matrix
		Check-Copy AFB Report	15 days after IPR Meeting	DC12 (Check-Copy AFB Report)
		SWD Review of Check-Copy AFB Report	30 days after receipt of Check-Copy AFB Report	
	CW190	AFB Meeting with SWD	5 days after SWD review of Check-Copy AFB Report	DG7 (Check-Copy Report Comments)
		Check-Copy IPR Meeting	3 days after AFB Meeting with SWD	Conference call with updated comment matrix
		Final AFB Report	15 days after IPR Meeting	DC13 (Final AFB Report)
	CW060	AFB Guidance Memo	30 days after Final AFB Report	DG8 (AFB Guidance Memorandum from SWD)
Step 6		**Selection and Description of Recommended Restoration Plan**	5 days after receipt of AFB Guidance Memo	Recommended Restoration Plan Meeting at Corps
		Description of Recommended Restoration Plan	30 days after Recommended Restoration Plan Meeting	DC14 (Designs); DC15 (Construction Costs); DG9 (RE Plan & Gross Appraisal)
		Environmental Consequences	60 days after Recommended Restoration Plan Meeting	DG10 (Cultural-Geotech Results); DC16 (Preliminary Draft Biological Assessment)
		USACE Review of Preliminary Draft Biological Assessment (BA)	30 days after receipt of Preliminary Draft BA	DG11 (Preliminary Draft BA comments)
		Draft BA	15 days after receipt of Government Comments	DC17 (Draft BA)
		USFWS Review of Draft BA	45 days after receipt of Draft BA	DO4 (USFWS comments on Draft BA)
		Final BA / Initiate Formal Section 7 Consultation	15 days after receipt of USFWS comments	DC18 (Final BA)
		USFWS Draft Biological Opinion (BO)	90 days after Initiation of Formal Consultation	DO5 (Draft BO)
		USACE Review of Draft BO	45 days after receipt of Draft BO	DG12 (Draft BO comments)
		USFWS Delivers Final BO / End Formal Section 7 Consultation	45 days after receipt of Draft BO	DO6 (Final BO)
		Draft DPR/EA and Draft FNSI	15 days after Recommended Restoration Plan Meeting	DC19 (Draft DPP/EA and Draft FNSI,
		USACE Review of Draft DPR/EA and Draft FNSI	30 days after receipt of Draft DPR/EA/FNSI	DG13 (Draft DPR/EA/FNSI Comments)
		Draft DPR/EA and Draft FNSI IPR Meeting	5 days after receipt of Government comments	Conference Call with updated comment matrix
	CW150	Final DPR/EA, Draft FNSI, and Public Notice of Availability (NOA)	15 days after Draft DPR/EA/FNSI IPR Meeting	DC20 (Final DPR/EA and Draft FNSI, Coordination Letters, NOA)
	CW250	Public Review Period	30 days after issuance of NOA and Mailings	
		Public Comments IPR Meeting	5 days after Public Review Period	Conference Call with updated comment matrix
	CW200	Final DPR/EA and Final FNSI	15 days after Public Comments IPR Meeting	DC21 (Final DPR/EA and Final FNSI)
	CW230	**FNSI Signed**	10 days after receipt of Final DPR/EA/FNSI	DG14 (District Commander Signs FNSI)
	CW160	**Final DPR/EA Report Submittal**	5 days after FNSI Signature	
	CW170	**Final DPR/EA Report Approval and Administrative Record**	30 days after Final DPR/EA Report Submittal	DG15 (SWD Memorandum); DC22 (Administrative Record)

* Government (G), Contractor (C), Sponsor (S), and Other Agency (O) deliverables are included to show the overall project schedule. **Overall project completion time from the initial start date will be approximately 28 months.

number). A detailed description of the PDT tasks and deliverables are included in **Enclosure 3** of the PMP. The period of performance for completion of the Feasibility Study is estimated at twenty-eight (28) months from the Kickoff Meeting to Final DPR/EA Approval. Should submission of project deliverables or report review times take longer than expected, the entire schedule of events may be shifted or extended. The Sponsor shall be advised as soon as possible upon any change in the project schedule. The PDT is encouraged to use project management techniques and efficiencies to shorten the overall schedule and period of performance schedule wherever possible.

6.0 FUNDING

Total costs for the Feasibility Study are estimated at $660,000, with the first $110,000 to be fully funded by the Government. The remaining $550,00 shall be cost shared 50/50 between the Government and Sponsor. The Sponsor shall provide the non-Federal contribution through cash and Work-In-Kind (WIK) services. Sponsor WIK services can consist of participation with the project delivery team, cost of audits performed by the Sponsor, and services/materials/products provided during the Feasibility Study. **Enclosure 4** provides a copy of the signed FCSA between the Government and Sponsor, which outlines cost-sharing responsibilities during the Feasibility Study. **Table 4** below provides a line-item description of Feasibility costs by study task/activity. **Table 5** provides a line-item description of Feasibility costs by study discipline/resource type.

Table 4. Government, Sponsor, and Total Study Costs by Study Task / Activity.

Study Task / Activity	Government Cost	Sponsor Cost	Total Cost
Prepare, Review & Approve PMP*	$14,000	$0	$14,000
Prepare, Review & Award A-E SOW*	$14,000	$0	$14,000
Develop, Review & Execute FCSA*	$25,000	$0	$25,000
Kickoff Meeting	$1,000	$1,000	$2,000
Public & Agency Coordination	$6,000	$6,000	$12,000
Topographic Surveys	$25,000	$25,000	$50,000
Cultural Surveys / Coordination	$30,000	$30,000	$60,000
H&H Modeling	$40,000	$40,000	$80,000
Geotechnical Surveys	$15,000	$15,000	$30,000
Aquatic Vegetation Surveys	$35,000	$5,000	$40,000
Engineering Assessment of Dams	$60,000	$0	$60,000
Bed Load Sampling	$0	$60,000	$60,000
HTRW Phase I	$12,000	$0	$12,000
Habitat Field Work / Future Habitat Units	$20,000	$7,000	$27,000
Real Estate Activities	$10,000	$10,000	$20,000
Develop Draft PPA	$2,000	$2,000	$4,000
Formulate Restoration Features	$10,000	$10,000	$20,000
Develop Conceptual Designs & Costs	$10,000	$10,000	$20,000
Incremental Cost Analysis	$5,000	$5,000	$10,000
Prepare BA / Section 7 Consultation	$20,000	$18,000	$38,000
Prepare, Review & Approve AFB Report	$6,000	$6,000	$12,000
Prepare, Review & Approve Draft DPR/EA	$10,000	$10,000	$20,000
Prepare, Review & Approve Public DPR/EA	$10,000	$10,000	$20,000
Prepare, Review & Approve Final DPR/EA	$5,000	$5,000	$10,000
TOTAL STUDY COST	**$385,000**	**$275,000**	**$660,000**

*Federal PMP, SOW and FCSA costs include $10,000 for PRP development.

Table 5. Government, Sponsor, and Total Study Costs by discipline / resource type.			
Study Task / Activity	**Government Cost**	**Sponsor Cost**	**Total Cost**
Project Management*	$80,000	$20,000	$100,000
Vehicles / Travel	$2,000	$2,000	$4,000
Supervision & Administration	$1,000	$1,000	$2,000
A-E Services	$154,500	$130,500	$285,000
Contracting	$1,000	$1,000	$2,000
Cultural Resources	$30,000	$16,000	$46,000
Environmental	$14,000	$14,000	$28,000
LAERF	$35,000	$5,000	$40,000
USFWS	$30,000	$0	$30,000
Real Estate	$8,000	$8,000	$16,000
HTRW	$12,000	$0	$12,000
Civil / Structural Engineering Review	$5,000	$5,000	$10,000
Geotechnical Review	$2,500	$2,500	$5,000
Cost Engineering Review	$2,500	$2,500	$5,000
H&H Engineering Review	$2,500	$2,500	$5,000
Geographic Information Systems (GIS)	$2,500	$2,500	$5,000
Recreation Review	$2,500	$2,500	$5,000
Sponsor Work-In-Kind Credit	$0	$60,000	$60,000
TOTAL STUDY COST	**$385,000**	**$275,000**	**$660,000**

*Federal Project Management cost includes $10,000 for PRP development.

7.0 QUALITY CONTROL AND OBJECTIVES PLAN

The Quality Control and Objectives Plan (**Enclosure 5**) provides a summary of core Feasibility Study components (i.e., project management, study objectives, deliverables, reviews, and schedule). Quality Assurance of all study deliverables will be conducted by the Fort Worth District USACE. Review PDT members and their supervisors (**Table 6**) will be responsible for review and commentary on technical related products that are produced by in-house team members, the non-Federal Sponsor, and A-E firms.

As outlined in **Enclosure 5**, reviews for Feasibility deliverables shall occur at several stages during development of the DPR/EA to ensure issues are addressed before progressing further. The reviews will critique all deliverables for clarity and technical adequacy in accordance with USACE expectations, acceptability and standards of engineering practice. The review process will propose and assess modifications as necessary, and endorse the submittal documents for presentation to upper level management. The review process will include written comments, determination of responses, and follow-up on how significant comments were resolved.

In addition to the technical review process, an AFB meeting will be conducted with SWD USACE to ensure that project alternatives have been properly formulated, legal and policy issues have been identified, consensus on resolution has been reached, and SWD concurs with the plan that will likely proceed into the Design and Construction Phase.

After completion of the Final DPR/EA and FNSI, the Fort Worth District Engineer will review and sign the FNSI. Following FNSI signature, the final package will be forwarded to SWD USACE for final review and approval before proceeding into the Design & Construction phase.

Table 6. Review and Supervisory PDT Members by Name and Discipline.		
Discipline	**Review Member**	**Supervisory Member**
Sponsor PM	Melani Howard	Melani Howard
USACE PM / Planner / Environmental	Jeff Tripe	Mark Harberg
Account / Program Manager	Marcia Hackett	Elston Eckhardt
Cultural Resources	Ann Chancey	Nancy Parrish
Public Affairs	Clayton Church	Rhonda Paige
BCOE Review Coordinator	Delissa Hamilton	Debbie Castens
HTRW	Mark Vercoe	Janet Welch
GIS / Mapping	Crista Carroll	Eli Kangas
Regulatory	Jennifer Walker	Stephen Brooks
H&H	Mike Velasquez	Darlene Prochaska
Civil Design	Efren Martinez	Mark Black
Structural Engineering	Jun Robbins	John VanLeeuwen
Geotechnical Design	Josh Pickering	Ramanuja Kannan
Real Estate	Anthony Dunni	Randy Roberts
Cost Engineering	Samuel Howarth	Milton Schmidt
Office of Counsel	Kendra Laffe	Rex Crosswhite

8.0 ACQUISITION STRATEGY

Work efforts identified in this PMP will be accomplished through a combination of in-house USACE staff, private A-E contractors, local sponsor staff, and other resource agency personnel. It is estimated that approximately 30% of the work is expected to be performed by in-house USACE staff, with the remaining effort to be performed by A-E contractors and other resource agency personnel. These tasks are identified below, along with the rationale for this decision:

- **Prepare AFB, DPR/EA, and BA Reports:** This effort is expected to be a joint effort by the Fort Worth District Environmental Branch, A-E Contractor, and non-Federal Sponsor. The primary tasks/activities and associated deliverables are outlined in **Table 3** above.

- **H&H Modeling, Geotechnical Surveys, and Cultural Surveys:** The A-E contractor will be responsible for preparing and/or updating this information to support development of proposed environmental restoration features.

- **Topographic Surveys and Mapping**: If it is determined that this effort is needed, it would be performed by one of the Fort Worth District's Civil Works contracts that are available or through subcontract with the primary A-E contractor.

- **Habitat Assessment Models:** This effort will be completed by the EARIP and USFWS to assess benefits associated with proposed restoration features. The USFWS will prepare Planning Aid Letters (PAL) and a Fish and Wildlife Coordination Act (FWCA) Report to document their findings. The Fort Worth District's Environmental Branch will provide support for habitat mapping, site surveys, and development of future "with" and "without" project conditions. The non-Federal Sponsor will provide personnel to conduct native and exotic tree surveys.

- **Cultural Resources:** The Fort Worth District Cultural Resources Section will be responsible for all SHPO (State Historic Preservation Office) coordination and development of a project MOA

between the USACE, THC, and non-Federal Sponsor. The A-E contractor or sub-contractor will be responsible for conducting any necessary cultural resource surveys in areas where ground disturbance activities are anticipated.

- **Aquatic Vegetation Surveys**: This effort will be completed by the Lewisville Aquatic Ecosystem Restoration Facility (LAERF). The Fort Worth District and USFWS will also participate as needed in the vegetation surveys.

9.0 RISK ANALYSIS

Safety and health risks are considered very low since most activities will be accomplished within the office environment. Changes in scope, schedule, and costs are the biggest risks of failing to deliver the project on time and within the existing budget. Several project assumptions and constraints are documented in Section 4.0 of this PMP. If any of these assumptions are inaccurate, then scope, schedule, and budget will likely need to be reassessed. In addition, key resources have been identified as driving factors for the study. If these resources are not available when needed, the schedule could be delayed.

Potential impacts to existing Threatened & Endangered species and their critical habitat is a potential risk factor that should be considered during the Feasibility Study. At least five listed species are known to occur in the San Marcos River: Texas blind salamander, Texas wild-rice, fountain darter, San Marcos salamander, and Comal Springs riffle beetle. Of these five species, the Texas wild-rice and fountain darter will be of most concern. To determine potential impacts to listed species, the Fort Worth District will coordinate with the USFWS through the Section 7 process. Proposed project features will be designed as necessary to avoid and minimize negative impacts to listed species.

Cultural resources have been identified as a possible risk factor in terms of project implementation. Based on information from the Spring Lake Section 206 Project located just upstream, there is a strong likelihood that archeological resources are present within the study area. Thus, cultural resource mitigation could be substantial if proposed restoration features impact buried archeological resources. Cultural surveys will have to be conducted to determine potential impacts and mitigation costs. The Fort Worth District Cultural Resources Section will be responsible for coordinating these efforts.

To reduce the risk of negative impacts to the study scope, schedule and budget, coordination meetings will be held at least quarterly to discuss the study progress, and to identify any issues that may have an impact on the overall project schedule, budget and product quality. In-progress review meetings will also be held following submittal and review of major DPR/EA deliverables: Draft AFB Report, Draft DPR/EA/FNSI, Final DPR/EA Draft FNSI, and Final DPR/EA/FNSI. Changes to this PMP can be incorporated at any time and at either party's request. The USACE vertical team will also be integrated into the study process through the Division Office by conducting at least one check point meeting. An AFB Meeting will be held in which the USACE vertical team will determine if the USACE Planning Process was completed appropriately and to indentify the recommended Federal plan, also known as the National Ecosystem Restoration (NER) Plan.

10.0 ENVIRONMENTAL, SAFETY, AND OCCUPATIONAL HEALTH PLAN

The USACE executes and maintains, as appropriate, programs for achieving Environmental, Safety, and Occupational Health (ESOH) objectives and targets. Implementation of the Army's policy on safety and occupational health issues and other Federal regulations and laws is outlined in Department of the Army Pamphlet 385-10, Army Safety Program, 24 August 2007. A copy of Pamphlet 385-10 can be viewed at http://www.usace.army.mil/CESO/Documents/DA%20PAM%20385_10%20%2024%20Aug%2007.pdf.

Pamphlet 385-10 applies to the Active Army, the Army National Guard/Army National Guard of the United States, and the U.S. Army Reserve, unless otherwise stated. It also applies to all active duty Army military personnel at any time, on or off a Department of Defense (DoD) installation; to all Army civilian personnel in a duty status, on or off a DoD installation; and to all persons at any time on an Army installation. This program applies to all applicable Government employees and those working on behalf of DoD.

Pamphlet 385-10 establishes mandatory guidance, functions, policies and procedures for the Army's Safety Program. The goal of this pamphlet and subsequent programs is to reduce the risk of death or injury to Soldiers and civilians, and damage to vehicles, equipment and property due to accidents. This pamphlet also establishes requirements for safety and accident prevention programs on Army installations, provides guidance concerning public health and safety laws and regulations, and establishes procedures for compliance with the safety requirements of AR 385–10 and other Army safety and occupational health regulations.

The Army has an overall goal of ensuring that contracted work is performed using procedures and risk controls that ensure workers, the public and the environment are not endangered. Army contractors will be required to have an ESOH program implemented that is tailored to meet the safety requirements of each contract and the associated tasks and products of that contract. This program will be documented in the contractor's safety plan.

11.0 CHANGE MANAGEMENT PLAN

Change Management is one of the most critical activities undertaken by the PDT. It is the process by which changes in the project/study are both agreed upon and documented. Approved changes become the basis for adjusting baseline performance measures, and thus impact the performance metrics and quality objectives established for project/study success. Change management guidance is contained in the USACE Business Process (ER 5-1-11). The Change Management Plan outlines how to manage changes that exceed established thresholds in the baseline PMP. Changes that exceed the established thresholds will require re-approval of the PMP.

Changes are anything that may substantially impact the project/study scope, schedule and budget. The Change Management Plan will identify the thresholds requiring Change Management to occur. For the San Marcos River Section 206 project and CAP projects in general, any change in project scope, schedule and budget of greater than 15 % will require changes and subsequent re-approval of the PMP.

The PDT is responsible for notifying the USACE PM as soon as they become aware of any potential changes, including changes identified by resource providers. The USACE PM is responsible for overall project change control. The following steps outline the process to conduct Change Management: 1) Determine if the identified changes or corrective actions will have impacts to the baseline PMP; 2) Determine if the proposed changes exceed the project's PMP thresholds (e.g., 15%); 3) If the proposed changes do not exceed the threshold, record all changes in the baseline schedule using the issue log in P2, determine if changes need to be documented in lessons learned, and return to normal scheduled project execution and control; 4) If the proposed changes do exceed the threshold, create a new schedule in P2 based on the proposed changes, which will reflect the anticipated changes in the baseline project scope, schedule and budget; 5) Outline the proposed changes and the justification/need for the changes in a Change Request Form and submit the form for approval; 6) Following approval of the Change Request Form, document lessons learned and return to scheduled project execution and control. Completion of the PMP approval process will result in an update of the project data and an adjustment of baseline project metrics for performance measurement.

12.0 COMMUNICATIONS STRATEGY

General External Coordination Mechanisms. Coordination outside the USACE and City of San Marcos will be necessary to ensure the success of the study and to enhance communication between multiple stakeholders, resource agencies and entities that have similar objectives for environmental restoration within the Edwards Aquifer. Communication/dissemination of information between USACE and the non-Federal sponsor will be through monthly status reports and PDT meetings. Communication protocols will be similar for all other study participants, such as the USFWS, SHPO, TPWD and others, as required.

Edwards Aquifer Recovery Implementation Program (EARIP) and Ecosystem Restoration Sub-Committee. The USACE is currently participating in external meetings with entities that have similar agendas and goals with respect to environmental restoration of the Comal and San Marcos Rivers. The EARIP is a collaborative, consensus-based stakeholder process to protect and contribute to the recovery of the federally-listed species affected by the management of the Edwards Aquifer and other activities in the area, while also protecting the Edwards Aquifer as a water supply source. The EARIP Ecosystem Restoration Sub-committee was established to develop specific plans that address ecosystem restoration in the Comal and San Marcos rivers. The USACE is currently participating in monthly EARIP meetings using the business development funding account to promote coordination between resource agencies that have similar restoration goals and objectives within the Edwards Aquifer.

San Marcos River Restoration Plan Group. The San Marcos River Restoration Plan Workgroup consists of a group of resource agencies and stakeholders that have similar agendas and goals with respect to environmental restoration that is specific to the San Marcos River. The Workgroup has identified five primary restoration goals for the San Marcos River: 1) Aesthetics, Recreation and Education; 2) Bank Stabilization and Riparian Management; 3) Dam Removal/Retrofit and Fish Passage; 4) In-stream Habitat Improvement and Species Management; and 5) Stormwater Management. Coordination between the USACE Feasibility Study and the findings from the Workgroup will be critical for compatibility of proposed ecosystem restoration features, measures and plans. The USACE is currently participating in monthly Workgroup meetings using coordination funds from the San Marcos River Section 206 funding account.

Public Meetings/Workshops. These gatherings will be scheduled throughout the study period to gather input, report on study progress, or to report study findings. The USACE PM, in coordination with the non-Federal Sponsor, will arrange for and report on public meetings/workshops. It is likely that various EARIP meetings will be used present Feasibility Study findings.

Study Briefings and Fact Sheets. The USACE PM will prepare and provide study briefings and fact sheets throughout the study period for congressional representatives, state and local officials, and others, as appropriate.

Project Delivery Team (PDT) Meetings. PDT meetings will be conducted at least quarterly, or more often if deemed necessary. All meetings or phone conversations where decisions or agreements are made will be documented. Meeting minutes will be taken by at least one meeting participant. Meeting minutes will reflect actual conversations during the meeting.

13.0 VALUE MANAGEMENT

Quality is planned for, built into, and monitored throughout the planning process, which provides study structure. An integral part of such quality management is the management of the projects associated values. Value management is a process to facilitate and encourage the understanding, consideration, and

integration of the needs of all customers, team members, sponsors/partners, and stakeholders. Value Management seeks the highest value for a project by balancing resources and quality.

Public Law and Office of Management and Budget (OMB) directives require value engineering during planning and design of water resources projects. Workshops and meetings will be held throughout the Feasibility Study to discuss alternative development and conduct value management on proposed ecosystem restoration measures, features and scales. These workshops/meetings will most likely be initiated by the USACE, EARIP, and City of San Marcos as needed to refine study features and clarify any issues or concerns. Likewise, an AFB meeting will be held with the USACE Division office, which will provide the vertical team and upper management the opportunity to provide value management and quality control before recommended alternatives are developed further. The results of any value management decisions will be discussed in detail in the Feasibility Report and integrated EA that are being developed as part of this study effort.

Following the Feasibility Study, a value engineering study will be conducted at the onset of the Plans & Specifications Phase to document feasibility findings; check for changes in project assumptions, constraints and environmental conditions; and identify any potential project cost savings by adjusting project designs or construction sequencing.

14.0 PROGRAM CLOSEOUT

The Feasibility Phase will be completed following final approval of the DPR/EA by USACE SWD. Following SWD approval, the San Marcos River Section 206 Project will be ready to proceed into the Design and Implementation Phase (i.e., Plans & Specifications and Construction sub-phases). At the onset of Plans & Specifications, the Fort Worth District will request Federal funding ($50,000) to prepare the PMP, SOW and PPA. After the PPA is executed, additional Federal (65%) and non-Federal (35%) funds will be required to initiate and complete Plans & Specifications. Following completion of Plans & Specification, LERRDs certification and receipt of Federal/Non-Federal construction funds, the project will be ready to advertise a construction contract. **Table 7** outlines the remaining project milestones following completion of the Feasibility Study.

Table 7. Design and Construction Milestones for the San Marcos River Section 206 Project.

Design Phase		Construction Phase	
CW030	PMP Start	CW340	Real Estate Acquisition Start
CW040	PMP Approval	CW350	Sponsor Notification of Real Estate Requirements
CW070	PPA Start	CW360	Receipt of Real Estate
CW080	PPA Submittal	CW370	LERRD Credits Certified
CW090	PPA Approval	CW400	Ready To Advertise Construction Contract
CW130	PPA Execution	CW410	Sponsor Construction Funds Received
CW300	P&S Start	CW420	Construction Contract Advertisement / Request for Proposal
CW400	Ready to Advertise P&S Contract	CW430	Bid Opening
CW801	P&S Contract Award	CC800	Construction Contract Award
CW310	Draft P&S Complete (35%)	CW440	Construction Contract Notice To Proceed Issued
CW310	Draft P&S Complete (65%)	CW450	Project Physically Complete
CW310	Draft P&S Complete (95%)	CW460	CIP Asset Transfer Complete
CW320	BCOE Review Complete	CW470	Project Fiscally Complete
CW330	P&S Approval	CW480	Notice of Project Completion / Turnover to Sponsor

15.0 APPROVALS

Approval of the PMP by core, review and supervisory PDT members is documented in pages 17-19 of this PMP. Signature of the PDT members indicates acceptance and approval of this PMP as a baseline for proposed study scope, schedule and budget. Any changes in project scope, schedule and budget of greater than 15%, as outlined in Section 11.0 "Change Management Plan" above, will require changes and subsequent re-approval of the PMP.

16.0 GEOSPATIAL DATA MANAGEMENT

Geospatial Data Management is the term used to describe the collection, storage, retrieval, manipulation, and analysis of geospatial data including satellite imagery, orthophotography, land survey, and design drawings through an infrastructure of hardware (servers, storage units, computers, etc) and software (ESRI, Microstation, BIM, etc). The effective and efficient management of Geospatial Data and Management Systems (GDMS) results in an "enterprise" system where consistent and accurate geospatial data is readily available throughout all levels of the organization. The objectives of the enterprise system are to reduce costs, increase productivity, and improve product quality and decision-making. To ensure, the objectives of the enterprise system are achieved, Geospatial Data Management is incorporated into this PMP. Geospatial Data Management must include specific requirements for the acquisition and storage of geospatial data including scope, applicable documents, database description or collection criteria, metadata, data format, data accuracy, data symbology, and a data dictionary. The acquisition and storage of new geospatial data will be approved by the District's GDMS Manager. All geospatial data loaded into the District's geospatial data library must include metadata standards, be SDSFIE compliant, and be in the appropriate digital format. In addition, all geospatial data collected or produced for this project will be in the appropriate datum, projection system, unit of measure, survey accuracy, horizontal and vertical control approved by the end user, survey manager, City of San Marcos, and the District's GDM&S manager.

Geospatial data will be provided by the City of San Marcos and through existing imagery that is available for use by the USACE. The Fort Worth District, Planning Technical Branch will help identify available geospatial data and help coordinate transfer of data to PDT members. The A-E Contractor in coordination with the USACE and City of San Marcos will be responsible for database management and production of required maps, imagery and shape-files required to document Feasibility Study findings.

PROJECT MANAGEMENT PLAN AGREEMENT
SAN MARCOS RIVER SECTION 206 FEASIBILITY STUDY

Project Management Plan Project Delivery Team Approval Checklist

Does the PMP address all elements listed below at a level of detail commensurate with the Complexity and Size of the project?

Yes	No	PMP Element
__X__	_____	Project Scope
__X__	_____	Core Project Delivery Team
__X__	_____	Critical Assumptions and Constraints
__X__	_____	Work Breakdown Structure
__X__	_____	Project Funding
__X__	_____	Project Schedule
__X__	_____	Quality Control & Objectives
__X__	_____	Acquisition Strategy
__X__	_____	Project Risk Assessment
__X__	_____	Safety/Hazard Analysis
__X__	_____	Change Management
__X__	_____	Communication Strategy
__X__	_____	Value Management
__X__	_____	Closeout Process
__X__	_____	Attachments (optional)

Overall: Did the PMP meet critical requirements?

__X__ Yes _____ No No – Return to PM with deficiencies listed (attached)

Back Check: Did the PMP correct the previous deficiencies?

__X__ Yes _____ No No – Discuss deficiencies with PM for corrections

Based on my review, this PMP __X__ contains OR _____ does not contain all essential items required to effectively manage this project.

PROJECT MANAGEMENT PLAN AGREEMENT
SAN MARCOS RIVER SECTION 206 FEASIBILITY STUDY

Statement of Agreement

Core Project Delivery Team

We, the undersigned, affirm our acceptance and approval of the Project Management Plan (PMP), and agree to abide by the provisions herein.

Jeff Tripe CESWF-PER-E Project Manager/Planning/Environmental	Rick Menchaca City of San Marcos City Manager
Marcia Hackett CESWF-PM-C Account/Program Manager	Anita Horky CESWF-PM-C Program/Budget Analyst
Ann Chancey CESWF-PER-EC Cultural Resources	June Wohlbach CESWF-CT Contracting

PROJECT MANAGEMENT PLAN AGREEMENT
SAN MARCOS RIVER SECTION 206 FEASIBILITY STUDY

Statement of Agreement

Review Project Delivery Team

We, the undersigned, affirm our acceptance and approval of the Project Management Plan (PMP), and agree to abide by the provisions herein.

Delissa Hamilton CESWF-EC-A BCOE Review Coordinator	Mark Vercoe CESWF-PER-DI HTRW
Clayton Church CESWF-PA Public Affairs	Phuong Tran CESWF-PER-PT GIS/Mapping
Jennifer Walker CESWF-PER-RP Regulatory	Mike Velasquez CESWF-EC-HH H&H Engineering
Efren Martinez CESWF-EC-DC Civil Engineering	Josh Pickering CESWF-EC-DG Geotechnical
Anthony Dunni CESWF-RE-S Real Estate	Jun Robbins CESWF-EC-DS Structural Engineering
Samuel Howarth CESWF-EC-AC Cost Engineering	Kendra Laffe CESWF-OC Office of Counsel

PROJECT MANAGEMENT PLAN AGREEMENT
SAN MARCOS RIVER SECTION 206 FEASIBILITY STUDY

Project Management Plan Approval Signature Sheet

Does the PMP address all elements listed below at a level of detail commensurate with the Complexity and Size of the project?

Yes	No	PMP Element
_____	_____	Project Scope
_____	_____	Core Project Delivery Team
_____	_____	Critical Assumptions and Constraints
_____	_____	Work Breakdown Structure
_____	_____	Project Funding
_____	_____	Project Schedule
_____	_____	Quality Control & Objectives
_____	_____	Acquisition Strategy
_____	_____	Project Risk Assessment
_____	_____	Safety/Hazard Analysis
_____	_____	Change Management
_____	_____	Communication Strategy
_____	_____	Value Management
_____	_____	Closeout Process
_____	_____	Attachments (optional)

Based on my review, this PMP contains all essential items required to effectively manage this project. I recommend this PMP for approval.

_____ _____

Peggy S. Grubbs, P.E., PMP
Chief, Programs and Professional
Support Branch

Date

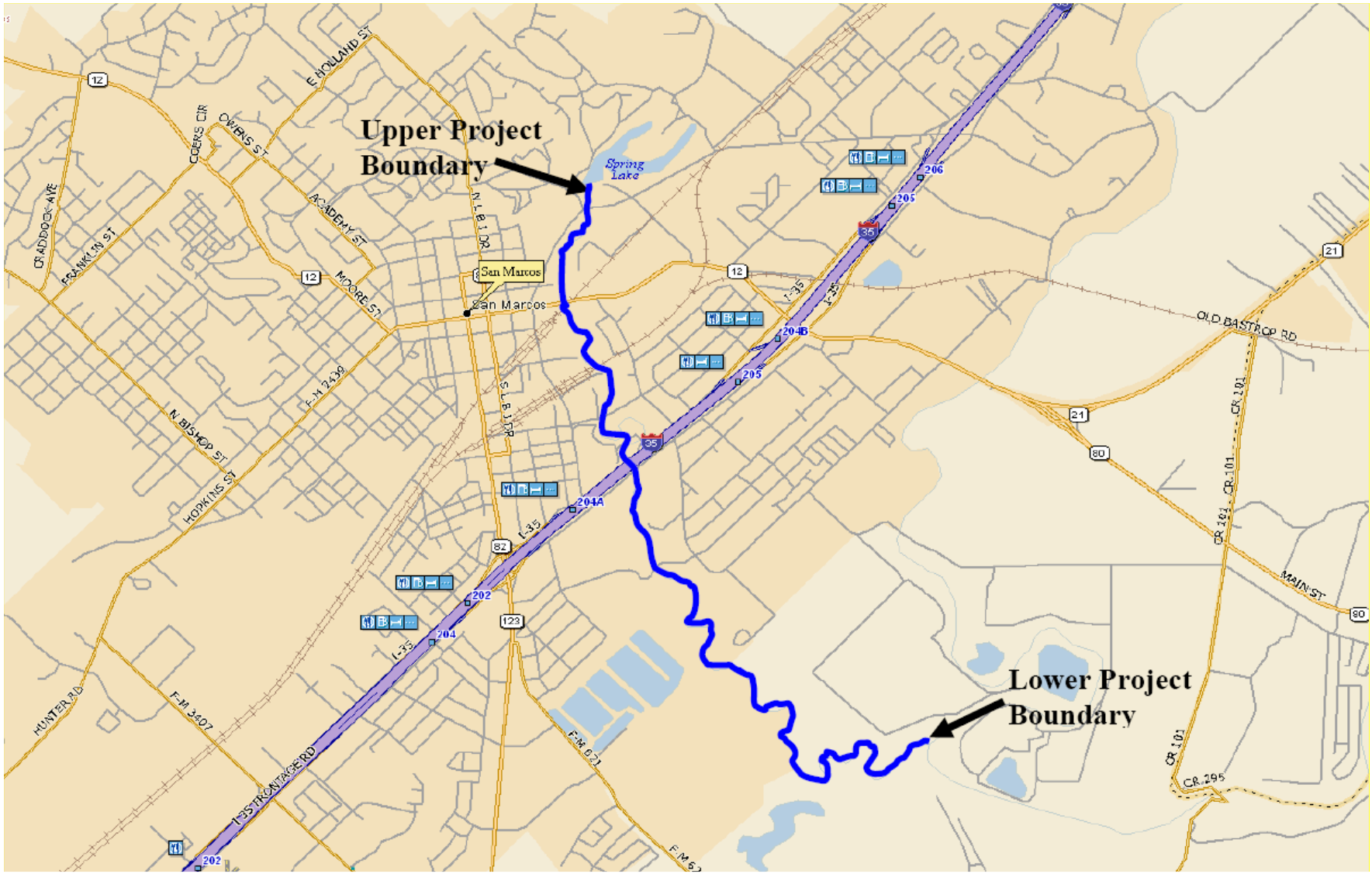
The PMP contains all essential items required to effectively manage this project. This PMP is approved.

_____ _____

Troy D. Collins, P.E., PMP
Deputy District Engineer for Programs
and Project Management Division

Date

ENCLOSURE 1
SAN MARCOS RIVER SECTION 206 PROJECT–DETAILED PROJECT REPORT & ENVIRONMENTAL ASSESSMENT



ENCLOSURE 2

SAN MARCOS RIVER SECTION 206 PROJECT
DETAILED PROJECT REPORT & ENVIRONMENTAL ASSESSMENT

TABLE OF CONTENTS

FINDING OF NO SIGNIFICANT IMPACT

EXECUTIVE SUMMARY

SECTION 1.0 INTRODUCTION

1.1 PURPOSE AND NEED – *explain who wants to do what, where, and why they want to do it.*
1.2 SCOPE – *explain the decisions made; other project actions that influence the study scope.*
1.3 STUDY AUTHORITY – *explain funding, NEPA regulatory authorities required for the study.*
1.4 STUDY LOCATION AND AREA – *identify project vicinity, location, and study area footprint.*
1.5 PRELIMINARY PROBLEMS, OPPORTUNTIES GOALS, AND OBJECTIVES – *identify initial problems, opportunities, goals, and objectives associated with conducting the feasibility study.*
1.6 PUBLIC INVOLVEMENT – *identify public involvement requirements of NEPA; the agencies that will be involved in the NEPA process; summarize any initial scoping issues and concerns.*
1.7 REGULATORY REQUIREMENTS – *list Federal, state, and local permits, licenses, and regulations that will be assessed in the DPR/EA for project compliance.*
1.8 DOCUMENT FRAMEWORK – *preview the remaining chapters of the DPR/EA.*

SECTION 2.0 EXISTING CONDITIONS INVENTORY

2.1 LAND USE
- 2.1.1 Regional Geographic Setting
- 2.1.2 Surrounding Land Use
- 2.1.3 Current and Future Development

2.2 CLIMATE AND WEATHER
2.3 GEOLOGY, SOILS, AND TOPOGRAPHY CONDITIONS
2.4 WATER RESOURCES
- 2.4.1 Surface Water
- 2.4.2 Ground Water
- 2.4.3 Wetlands and Waters of the U.S.
- 2.4.4 Floodplains

2.5 BIOLOGICAL RESOURCES
- 2.5.1 Vegetation
- 2.5.2 Wildlife
- 2.5.3 Fisheries

2.6 SPECIAL STATUS SPECIES
2.7 CULTURAL RESOURCES
- 2.7.1 Prehistoric and Historic Background
- 2.7.2 Cultural Resource Surveys and Inventories
- 2.7.3 Section 106 and Native American Consultations

2.8 ENVIRONMENTAL POLLUTION
- 2.8.1 Hazardous Materials in the ROI
- 2.8.2 Environmental Pollutants
- 2.8.3 Water Quality Concerns
- 2.8.4 Special Hazards

2.9 SOCIOECONOMICS
- 2.9.1 Economic Development
- 2.9.2 Demographics
- 2.9.3 Housing
- 2.9.4 Quality of Life
- 2.9.6 Protection of Children

2.10 AIR QUALITY
2.11 NOISE
2.12 AESTHETICS AND VISUAL RESOURCES
2.13 ENVIRONMENTAL JUSTIC
2.14 UTILITIES
- 2.14.1 Potable Water Supply
- 2.14.2 Wastewater System
- 2.14.3 Storm Water System
- 2.14.4 Energy Sources
- 2.14.5 Communications
- 2.14.6 Solid Waste

2.15 TRANSPORTATION
- 2.15.1 Roadways and Traffic
- 2.15.2 Public Transportation

2.16 RECREATIONAL RESOURCES
- 2.16.1 Parks and Playing Fields
- 2.16.2 Trails, Boardwalks, and Amenities
- 2.16.3 Other Public Facilities

SECTION 3.0 RESOURCE SIGNIFICANCE
3.1 INSTITUTIONAL RECOGNITION
3.2 PUBLIC RECOGNITION
3.3 TECHNICAL RECOGNITION

SECTION 4.0 EXISTING DEGRADATION AND PROJECT PLANNING CRITERIA
4.1 PROBLEMS AND OPPORTUNITIES
4.2 GOALS AND OBJECTIVES
4.3 CONSTRAINTS
4.4 FUTURE WITHOUT PROJECT CONDITIONS

SECTION 5.0 FORMULATION OF PROJECT FEATURES
5.1 NO ACTION – *baseline condition to assess impacts of proposed alternatives.*
5.2 WETLAND RESTORATION MEASURE
- 5.2.1 Alternatives – *if applicable, continue to describe other alternatives in new sub-sections.*
  - 5.2.1.1 Scales – *if applicable, continue to describe additional scales in new sub-sections.*

5.3 RIPARIAN CORRIDOR RESTORATION MEASURE
- 5.3.1 Alternatives
  - 5.3.1.1 Scales

5.4 AQUATIC ECOSYSTEM RESTORATION MEASURE
- 5.4.1 Alternatives
  - 5.4.1.1 Scales

5.5 EDUCATION AND RECREATION ENHANCEMENT MEASURE
- 5.5.1 Alternatives
  - 5.5.1.1 Scales

5.6 LONG TERM MONITORING MEASURE
5.6.1 Alternatives
5.6.1.1 Scales
5.7 OTHER MEASURES – if *applicable, continue to describe other measures in new sub-sections.*
5.8 EXCLUDED MEASURES, ALTERNATIVES, AND SCALES

SECTION 6.0 EVLAUATION AND COMPARISON OF PROJECT FEATURES
6.1 ECOSYSTEM BENEFITS ANALYSIS
6.2 CONSTRUCTION COST ESTIMATE
6.3 INCREMENTAL COST ANALYSIS
6.4 COMPARISON OF COST EFFECTIVE PLANS
6.5 IDENTIFICATION OF THE NATIONAL ECOSYSTEM RESTORATION PLAN
6.6 IDENTIFICATION OF THE LOCALLY PREFERRED PLAN
6.7 SELECTION OF THE RECOMMENDED RESTORATION PLAN

SECTION 7.0 DESCRIPTION OF THE RECOMMENDED RESTORATION PLAN
7.1 PLAN COMPONENTS AND DESIGN CONSIDERATIONS
7.2 PLAN BENEFITS AND ACCOMPLISHMENTS
7.3 OPERATION AND MAINTENANCE REQUIREMENTS
7.4 REAL ESTATE CONSIDERATIONS
7.5 WARRANTY PERIOD
7.6 COST ESTIMATE OF THE RECOMMENDED RESTORATION PLAN

SECTION 8.0 ENVIRONMENTAL CONSEQUENCES
8.1 LAND USE
8.2 GEOLOGY, SOILS, AND TOPOGRAPHY CONDITIONS
8.3 WATER RESOURCES
8.3.1 Surface Water
8.3.2 Ground Water
8.3.3 Wetlands and Waters of the U.S.
8.3.4 Floodplains
8.4 BIOLOGICAL RESOURCES
8.4.1 Vegetation
8.4.2 Wildlife
8.4.3 Fisheries
8.5 SPECIAL STATUS SPECIES
8.6 CULTURAL RESOURCES
8.7 ENVIRONMENTAL POLLUTION
8.8 SOCIOECONOMICS
8.9 AIR QUALITY
8.10 NOISE
8.11 AESTHETICS AND VISUAL RESOURCES
8.12 ENVIRONMENTAL JUSTIC
8.13 UTILITIES
8.14 TRANSPORTATION
8.15 RECREATIONAL RESOURCES
8.16 IRREVERSIBLE AND IRRETRIEVABLE COMMITMENT OF RESOURCES
8.17 SHORT-TERM USES OF MAN'S ENVIRONMENT AND MAINTENANCE/ENHANCEMENT OF LONG-TERM PRODUCTIVITY
8.18 CUMULATIVE EFFECTS SUMMARY

SECTION 9.0 ENVIRONMENTAL COMPLIANCE
9.1 UNAVOIDABLE SIGNIFICANT ENVIRONMENTAL IMPACTS
9.2 BEST MANAGEMENT PRACTICES
9.3 REGULATORY REQUIRMENTS
9.4 MITIGATION REQUIREMENTS AND SUMMARY

SECTION 10.0 PROJECT IMPLEMENTATION
10.1 PROJECT IMPLEMENTATION SCHEDULE
10.2 TOTAL PROJECT COSTS
10.3 COST APPORTIONMENT
10.4 NON-FEDERAL COST SHARE
10.5 PROJECT COOPERATION AGREEMENT
10.6 PERMITTING NEEDS

SECTION 11.0 PUBLIC AND AGENCY COORDINATION
11.1 SPONSOR VIEWS
11.2 AGENCY COORDINATION
11.3 PUBLIC INVOLVEMENT
11.4 REGULATORY REQUIREMENTS

SECTION 12.0 CONCLUSIONS AND RECOMMENDATIONS
12.1 CONSLUSIONS
12.2 RECOMMENDATIONS

SECTION 13.0 LIST OF PREPARERS

SECTION 14.0 REFERENCES

ACRONYMS AND ABBREVIATIONS

LIST OF FIGURES

LIST OF TABLES

LIST OF APPENDICES

ENCLOSURE 3

SAN MARCOS RIVER SECTION 206 PROJECT
DETAILED PROJECT REPORT & ENVIRONMENTAL ASSESSMENT

PROJECT DELIVERY TEAM TASKS AND DELIVERABLES

Project Management: Includes PRP Federal costs. Coordinate project tasks and progress with the City of San Marcos, A-E representatives and Fort Worth District personnel. Arrange and conduct necessary agency, sponsor and other miscellaneous meetings to be held during the feasibility study. Provide status and progress reports to the Continuing Authorities Program (CAP) Manager and upper management. Create and manage project activities, resources, and project funds in Primavera. The Project Manager shall also develop Contractor Scope of Work (SOW) , Independent Government Estimate (IGE) and ensure issuance of the A-E Task Order (TO). Process certified bills according to monthly progress of the A-E. Review and provide comments as necessary on all A-E provided submittals including the Draft Alternative Formulation Briefing (AFB) Report, Preliminary Draft Biological Assessment (BA), Draft Detailed Project Report (DPR) and integrated Environmental Assessment (EA), Draft Finding of No Significant Impact (FNSI), and Final DPR/EA/FNSI. The Project Manager will also ensure that all reviews are documented in a comment matrix and all reviews by Project Delivery Team (PDT) Team members are completed on time. These tasks will be performed by the Fort Worth District Environmental Branch.
Cost.....$100,000

Vehicles and Travel: Funding will be provided for Fort Worth District PDT members to visit the study site and conduct any necessary database collections, surveys and environmental assessments. Funding will include any required per diem, travel costs and hotel arrangements.
Cost.....$4,000

Supervision & Administration: Responsible for providing necessary supervision and administration activities related to the feasibility study. Provide guidance and support for documentation of 2101 schedules, any required congressional coordination, assistance with labor certification and preparation of necessary project fact sheets. These tasks will be performed by the Fort Worth District Programs and Project Management Branch.
Cost.....$2,000

A-E Services: The action related to this Feasibility Study is to prepare a DPR that identifies feasible alternatives and scales within each ecosystem restoration measure that consist of technically sound engineering and design features; evaluates the implementation costs and habitat outputs of identified alternatives and scales; compares the effectiveness of ecosystem restoration plans for achieving desired ecosystem restoration objectives; and identifies a Recommended Plan for implementation of proposed ecosystem restoration features. The DPR will also include an integrated EA and FNSI that addresses potential social and environmental impacts associated with proposed project actions and features within the San Marcos River. Specific tasks will include conducting all Civil Design, Hydrology & Hydraulic (H&H), Geotechnical, Structural Design, Cost Estimation and Geographic Information Systems (GIS) activities associated with the feasibility study (additional details regarding specific tasks associated with these disciplines are outlined in the sections below), These tasks will be performed by an A-E in coordination with the Fort Worth District.
Cost.....$285,000

Contracting: Responsible for reviewing PM provided A-E SOW, IGE and supplemental contracting information. Along with PM, negotiate the A-E contract. Issuance of the TO and responsible for any future modifications to the base contract. AT this time only one A-E contract has been identified for execution. These tasks will be performed by the Fort Worth District Contracting Division in coordination with the Environmental Branch.
Cost.....$2,000

Cultural Resources: Section 106 of the National Historic Preservation Act of 1966 (NHPA) requires Federal agencies seeking Federal funding and/or permits to conduct cultural resource surveys to locate, identify, and evaluate historic and prehistoric resources in advance of project approval. Cultural resources tasks include: 1) Literature searches will be conducted using State records, city and county records, historical land use records, cartographic and geographic records and informants; the study area will be reviewed to determine if National Register of Historic Places (NRHP) properties are present; if necessary these areas will also be reviewed by site visits to determine the potential for resources and areas of disturbance; 2) The data collected will be utilized to develop estimates of future field efforts (such as backhoe surveys to further evaluate sites for proper mitigation needed during construction), field methodologies to be used and associated costs for those efforts; 3) Consultation with affected Native American Indian tribal groups will be initiated to determine specific interests in the project area during the feasibility stage; initial findings and agency comments will be documented in a Cultural Resources appendix to be included in the AFB Report; 4) Evaluate the impact of alternatives and the recommended plan on historic properties in consultation with the State Historical Preservation Officer (SHPO) and provide documentation for incorporation into the Draft DPR/EA; 5) If needed, a mitigation plan report with cost estimates will be prepared to document the need for mitigating any adverse effects on historic properties listed or eligible for NRHP listing; no mitigation funds have been included in this PMP, but will be developed and negotiated with the City of San Marcos, if necessary, when the need and extent of possible mitigation actions are defined; 6) A Memorandum of Agreement (MOA) will be developed to specify the processes by which required surveys, testing, evaluation effects determination, mitigation planning, and coordination will be achieved; if needed, the MOA will contain a sampling survey strategy for the efficient planning of any further cultural resource investigations that may be needed prior to initiation of construction; the MOA will likely be between the Corps of Engineers, the Texas SHPO, City of San Marcos and any participating Native American Indian tribes. These tasks will be performed by the Fort Worth District Cultural Resources Section (or it's Contractor).
Cost.....$46,000

Environmental Resources: Environmental studies will be performed in accordance with the National Environmental Policy Act (NEPA), ER 1105-2-100, ER 200-2-2, and other applicable laws, statutes, Executive Orders, and regulations. NEPA documentation will be integrated into the DPR/EA and coordinated with state and Federal environmental agencies and the public. Conduct necessary site visits to gather existing conditions and evaluate potential environmental restoration alternatives. Conduct field work necessary to inventory, describe and evaluate environmental elements in the specific areas of interest. This includes future without project conditions forecasting and problems and opportunities discussions. Information will be acquired on the following environmental parameters for inclusion in the DPR/EA report: 1) A general description or statement of the existing air quality and noise level conditions in the immediate project area will be prepared; any significant problems associated with existing air quality or noise level sources in the project area will be provided; 2) The existing water and sediment quality will be described for the project area and downstream areas which may be affected by the project based on all available data and previous research; 3) The existing conditions of biological resources of the project area will be described for use in the environmental assessment; the biological elements to be addressed will consist vegetation, fish and wildlife resources, Threatened & Endangered species, and aquatic resources; 4) Future without project conditions will be described and forecasted to provide future average annual habitat units for the study area; all existing and future conditions, problems

and opportunities will be documented in an appendix to be included in the AFB Report; 5) Formulation of environmental restoration alternatives; 6) Conduct office and field work in cooperation with the USFWS and TPWD to inventory, describe and evaluate the environmental impacts and benefits from each proposed restoration alternative; 7) Incremental cost analysis will be conducted to determine the most cost effective environmental alternatives; an update to the existing conditions environmental appendix will be written in order to document the alternative evaluation; 8) Perform detailed evaluations on the recommended plan; if necessary, conduct a 404(b)(1) analysis and coordinate with TCEQ and other regulatory agencies to include the state water quality certification requirements in the Notice of Availability for the Draft DPR/EA; 9) Prepare public notices, mailings, and conduct public review of the draft report; respond to public comments on the Draft DPR/EA and prepare a final report for upper Corps review and approval. These tasks will be performed by the Fort Worth District Environmental Branch (or it's Contractor).
Cost.....$28,000

Aquatic Vegetation Surveys: The Engineer Research and Development Center (ERDC), Lewisville Aquatic Ecosystem Research Facility (LAERF) will conduct surveys of the San Marcos River to determine location and acreage of introduced and native plants, including aquatic and riparian species. Currently, 16 introduced aquatic and riparian plant species are known to occur in the San Marcos River, including *Hydrilla verticillata*, *Hygrophila polysperma*, *Eichhornia crassipes*, and *Pistia stratiotes*. Planning and implementing invasive plant control and restoration efforts will require preliminary surveys and mapping of existing vegetation. Surveys will be conducted in August 2009 using the SOG technique which has been successfully employed by LAERF. SOG consists of visual observations of aquatic vegetation recorded by GPS from a boat using a Recon handheld data logger and ProXT receiver. Geographic Information System (GIS) maps of mixed and monospecific species colonies will be constructed using ArcView GIS Version 3. A final report including maps will be submitted to the Fort Worth District and City of San Marcos. These tasks will be performed by LAERF.
Cost…….....$40,000

Fish and Wildlife Coordination: The U.S. Fish and Wildlife Service (USFWS) will participate in the quantification of existing fish and wildlife habitat and threatened and endangered species within the study area to meet requirements for Civil Works studies under the Fish and Wildlife Coordination Act (FWCA). USFWS tasks will include: 1) Attend meetings, conduct site visits, and conduct field surveys as needed to determine existing conditions; 2) Participate in identifying, projecting, and forecasting future without project conditions and problems and opportunities to improve fish and wildlife habitat; a planning aid letter (PAL) to document the environmental studies will be prepared and submitted to the Corps to assist in project planning; 3) Predicted benefits to environmental resources in the area will be investigated based on proposed environmental restoration measures and future with project forecasting will be conducted on the alternatives; 4) The USFWS will prepare a Draft FWCA Report documenting results of their studies, including habitat descriptions, species present, threatened and/or endangered species, wetlands present, etc; the Fort Worth District will assist the USFWS in the determination of the analysis method and anticipated future conditions of the project area; 5) Following the public comment period, the USFWS will finalize the FWCA Report, which will be an appendix to the Final DPR/EA; the USFWS will also provide a letter of concurrence from Texas Parks and Wildlife Department (TPWD). The above FWCA tasks will be funded through the San Marcos River Section 206 Project. In addition to the above activities, the Fort Worth District and USFWS will also need to conduct informal formal Section 7 consultations to identify, avoid, minimize and mitigate for potential impacts to Threatened & Endangered species and their habitat. The Fort Worth District will prepare a Draft Biological Assessment (BA) for review by the USFWS to initiate informal Section 7 consultation and a final BA for formal Section 7 consultation. The USFWS will prepare a Biological Opinion (BO) to document findings. The USFWS will not be funded for Section 7 requirements. These tasks will be performed by the USFWS.
Cost…….....$30,000

Real Estate: A summary of real estate tasks is outlined below: 1) Attend project coordination meetings; 2) Obtain rights of entry for feasibility level analysis if needed; an initial set of maps and drawings that delineate the real estate acquisition lines will be prepared based on technical design drawings developed by an A-E during the feasibility phase; maps and drawings will reflect the minimum real estate required for project purposes; 3) The project area for the recommended plan will be evaluated and a Gross Appraisal will be conducted; a detailed, supported appraisal of the collective real estate requirements and impact of the project, or selective portion thereof, including review and approval, will be performed as required by ER 405-1-04, (dated 30 December 2003) and policy guidance; preparation of the Gross Appraisal will involve a detailed accounting of property ownership, property evaluation for possible easement rights or acquisition of impacted project lands, preparation of a Gross Appraisal, and assessment of project Lands, Easements, Right-of Ways, Relocations, and Disposal Area (LERRD) requirements; 4) A Real Estate Plan will be prepared as an appendix to the DPR/EA that outlines the minimum real estate requirements for the proposed project, in accordance with ER 405-1-12; the Real Estate Plan contains a description of the area; the acreage and proposed estates including non-standard estates; a discussion of any land owned by the Federal government, the City of San Marcos or any public entity; an estimate of any Public Law 91-646 relocations; the baseline cost estimate for Real Estate; a discussion of the City's ability to acquire LERRD's; a discussion of mineral activity, if any, and the attitude of landowners; a detailed schedule of land acquisition; a preliminary assessment of any facilities/utilities to be relocated; and any other relevant real estate information appropriate for the project. This task will be performed by the Fort Worth District Real Estate Branch (or it's Contractor).
Cost…….....$16,000

HTRW Studies: Hazardous, toxic, and radiological waste (HTRW) investigations will be conducted in accordance with guidance provided in ER 1165-2-132. A summary of HTRW tasks is outlined below: 1) Attend project coordination meetings; 2) Conduct database/historical project records search for an existing conditions HTRW report; a small expense has been estimated for a site inspection with consideration that only minimal HTRW will be identified; however, should potential HTRW sites be identified within the project area, the first course of action will be to modify the design in order to avoid the contaminated site; if no other feasible alternatives can be identified which avoid the contamination, cost estimates will be developed, the PMP will be revised and a detailed site inspection will be conducted; 3) A report will be prepared which describes any HTRW occurrences within or nearby the project area; the report will be included as an appendix to the DPR/EA. This task will be performed by the Fort Worth District Design Investigations Section (or it's Contractor).
Cost…….....$12,000

Civil /Structural Design: Civil and structural design studies required for the DPR/EA consist of design support and the development of an engineering appendix, including design plates, a written description of the selected plan, and a cost estimate of the recommended improvements. All components of proposed alternatives and the recommended plan will be analyzed in a professional manner using accepted engineering practices and CADD standards, all in accordance with Corps of Engineers' regulations applicable to a civil works project. All civil and structural design activities will be performed by an A-E. These activities include: 1) Participate as a PDT member and participate in the preliminary designs of alternative plans; 2) Conduct an inventory of existing facilities within the study area to assist in the development of restoration alternatives. 3) Conduct site reconnaissance as necessary; 4) Develop preliminary working maps on Corps of Engineers standard size sheet 22" x 34" (trim to trim), including the standard title block with electronic CADD conformed to current Corps of Engineers standards; 5) Prepare preliminary designs for proposed restoration scales, measures and alternatives along with estimated quantities; designs will be accomplished using accepted engineering practices, in accordance with Corps of Engineers' regulations applicable to a civil works project and at a level of detail sufficient for feasibility level cost comparison; as the formulation progresses, plans which appear to best meet the

planning objectives will be refined and optimized, allowing for selection of the recommended plan; 6) For the recommended plan, a more detailed design that includes plans and profiles will be performed; details of the work will be discussed in a basis of design, which will be included as an appendix to the DPR/EA; the level of detail of the design work will be sufficient to estimate the baseline cost; the basis of design will include drawings displaying the plan, profile, and typical cross sections; quantities will be developed based on design sheets; conceptual design aspects for the recommended plan, as well as methods for operation and maintenance of the project, will be developed in conjunction with the City of San Marcos; 7) All potential utility relocations and/or bridge/dam improvements will be shown in their existing locations on the civil design plates and will be noted with relocation limits and applicable design solutions; 8) The design appendix will consist of all design data analyses, a write-up of the design features for the improved areas, and information plates pertaining to civil design of the recommended plan; the design plates will consist of a project location and vicinity map, plan and profile sheets, typical cross sections, and miscellaneous details; all plates will include horizontal alignment criteria in plan view (NAD 1983, State Plane Central Texas), vertical control information in profile view (NAVD 1988), right-of-way and construction limits, construction dimensions and legends; the written description required for the DPR/EA will include a plan description of the design features, impact of existing bridges/dams/utilities/disturbed areas and identification of waste disposal sites for excess excavation and construction debris; quantity takeoffs will incorporate designs in final form and will be shown in a cost table form. The tasks outlined in this section will be performed by an A-E with associated costs included in the A-E Services section above. The Fort Worth District Civil & Structural Design Sections will be responsible for review of contractor material and commentary on design information provided by the AE.
Cost…….....$10,000

Hydrology and Hydraulics: A report will be prepared that details the results of hydrologic and hydraulic (H&H) studies conducted during the feasibility study. All H&H activities will be performed by an A-E with review of contractor provided material by the Fort Worth District H&H Section. Proposed A-E activities are summarized below: 1) Develop Preliminary Hydraulics for the San Marcos River based on existing H&H data; update existing model based on current period of record data; 2) Develop upstream and downstream discharge frequency curves based on period of record for existing conditions and proposed alternatives; 3) Identify impacts of proposed alternatives on flood frequencies and erosion potential; 4) Develop hydrologic models to include the San Marcos River and tributaries; calibrate the model using historical and stream gauging records; 5) Compute discharges for the storms having 50, 20, 10, 4, 2, 1, 0.4, and 0.2 percent recurrence intervals (commonly referred to as the 2-, 5-, 10-, 25-, 50-, 100-, 250-, and 500-year storms) for without project conditions and proposed alternatives; 6) Identify impacts of proposed alternatives on hydrology and develop inundation delineations used in developing downstream stage-damage functions for without project conditions, proposed alternatives and the recommended plan; 7) Prepare an H&H appendix for inclusion in the DPR/EA Report. The tasks outlined in this section will be performed by an A-E with associated costs included in the A-E Services section above. The Fort Worth District H&H Section will be responsible for review of contractor material and commentary on design information provided by the A-E.
Cost.....$5,000

Geotechnical: Geotechnical investigations and reports will be accomplished in accordance with U.S. Army Corps of Engineers (USACE) guidance. Geotechnical studies and activities are summarized below: 1) Identify and perform subsurface exploration and laboratory testing for structural alternatives such as dams, rock walls, gabions, weir structures, etc; geotechnical investigations may also include subsurface explorations of potential borrow and placement areas, if necessary; no boring or laboratory testing is currently included in this PMP estimate; 2) Develop geotechnical design parameters for placement of proposed structures, relocation of utilities, roads, parks facilities, and other existing structures, if necessary; sufficient geologic and soils information will be obtained, analyzed, and presented to support the recommended project design and baseline cost estimate; additional subsurface exploration and

laboratory testing for reanalysis will be identified if required; 3) Prepare a geotechnical appendix, suitable for incorporation with the DPR/EA. The tasks outlined in this section will be performed by an A-E with associated costs included in the A-E Services section above. The Fort Worth District Geotechnical Section will be responsible for review of contractor material and commentary on design information provided by the A-E.
Cost.....$5,000

Cost Estimating: This activity includes all deliverables required to prepare life cycle project cost estimates needed to support the DPR/EA, and to prepare the baseline project cost estimate. Cost estimates will be developed in accordance with the guidance contained in ER 1110-2-1302, Civil Works Cost Engineering, using the MII cost estimating system. Cost estimates will include both Federal and non-Federal costs for construction, real estate, engineering and design, construction management, environmental, cultural resources and HTRW investigations and remediation, OMRR&R of proposed restoration alternatives and the recommended plan. Revisions to the estimates prepared for the draft report and comparative cost estimates used for alternative analysis will also be included. A summary of cost estimating tasks is provided below: 1) Preliminary project cost estimates will be developed to support plan formulation efforts; equipment costs will be based on EP 1110-1-8, "Construction Equipment Ownership and Operation Expense Schedule"; contingencies will be developed and applied where areas of uncertainty exist; detailed costs for non-construction cost items (i.e., lands and damages) will be provided by the Fort Worth District and incorporated into the estimate; construction estimates should also include preliminary Operation and Maintenance costs for proposed alternatives; 2) A detailed cost estimate will be prepared for the recommended plan in MII and will be documented with notes to explain the assumed construction methods, crews, sources of materials, and other specific information; labor costs will be based on the prevailing Davis-Bacon wage rates for each trade; equipment costs will be based on EP 1110-1-8; contingencies will be developed and applied where areas of uncertainty exist; detailed costs for non-construction cost items (i.e., lands and damages) will be provided by the Fort Worth District and incorporated into the estimate; 3) A detailed OMRR&R cost estimate will be made for the recommended plan; 4) a Plans & Specifications Phase (P&S) cost estimate will be prepared and revised, as necessary, to be included in total project costs; the P&S cost estimate will include all Federal costs for preconstruction, engineering and design from the date of the Division Commander's Notice to the award of the first Federal construction contract; this task will be coordinated by the Fort Worth District's Cost Engineering Section, with input from each District element responsible for a portion of the P&S investigations; 5) A fully funded cost estimate will be prepared for the recommended plan based on the project cost estimate; the project cost estimate will be updated, revised, and escalated for inflation through completion of the project; the fully funded cost estimate will be used to support the P&S PMP and upward reporting requirements. The tasks outlined in this section will be performed by an A-E with associated costs included in the A-E Services section above. The Fort Worth District Cost Engineering Section will be responsible for review and commentary on design information provided by the A-E.
Cost.....$5,000

Geographic Information Systems: The identification and evaluation of alternative reallocation measures will utilize geospatial data and analyses. The following is a brief description of the known requirements at this time: 1) *Establish Baseline Map* – A thorough search of available existing geospatial data will be completed; the search will include, but is not limited to, the District's spatial data library, the ERDC Topographic Engineering Center, National Spatial Data Clearinghouse, National Geospatial Intelligence Agency, U.S. Geological Service, as well as state, regional, and local governmental agencies; geospatial data needs will be identified and data acquired; the data will be organized in a corporate geospatial library; aerial photography will be rectified into the correct format; a baseline map of the project area will be established and disseminated to the PDT; 2) *Add Data Layers* – Numerous data layers (geo-referenced) will be added to the baseline map to include contours, flood elevations; buildings and other development, roads and bridges, utilities, property parcels and tracts, current and potential flowage

easements, socio-economic characteristics, approximate known or potential cultural sites, approximate known or potential HTRW sites, and other features which can be spatially referenced and potentially impacted; 3) *Ecological Analysis* – GIS tools and techniques will be utilized in estimating existing and proposed environmental habitats; estimated GIS quantities will then be used to forecast future with project conditions; 4) *Maps & Figures* – The study will require the production of numerous maps, figures, etc., for reports, briefings, meetings, etc. The tasks outlined in this section will be performed by an A-E with associated costs included in the A-E Services section above. The Fort Worth District Technical Planning Section will be responsible for storing GIS data, helping with GIS issues and commentary on design information provided by the A-E.
Cost.....$5,000

Recreation Design: The Feasibility Study will also include development and analysis of recreation alternatives. This work item includes tasks necessary to evaluate the impact of proposed alternatives on recreation and related activities in the study area and to investigate opportunities for addition of recreation features associated with the recommended plan. The Federal Water Project Recreation Act of 1965 (PL 89-72) requires that full consideration be given to the opportunities that Federal multi-purpose projects afford for outdoor recreation and associated fish and wildlife. The Water Resources Development Act of 1990 directs that recreation will be considered as an equal project purpose along with environmental restoration and flood control on Federal projects. Recreation tasks will include: 1) Develop an inventory and cost of relocation of impacted public recreational facilities, park roads and bridges, and service drops for utilities; this effort will be performed in coordination with Civil Design, Structural Design and Cost estimating efforts; 2) A draft recreation appendix will be included and documented in the AFB Report and draft -final DPR/EA. The tasks outlined in this section will be performed by an A-E with associated costs included in the A-E Services section above. The Fort Worth District Environmental Branch will be responsible for review of contractor material and commentary on A-E design information.
Cost.....$5,000

Sponsor Work-in-Kind Credit: The City of San Marcos shall serve as a PDT member and attend necessary project meetings and other project management duties as necessary. The City of San Marcos in coordination with the Texas Rivers Institute shall conduct bed load sampling of the San Marcos River to determine substrate type and depth. Results shall be used to help identify locations for excess sediment removal within the San Marcos River. The City of San Marcos shall provide necessary real estate information for use in preparing the gross appraisal for project lands. The City of San Marcos shall serve as a cooperating entity during cultural resource coordination with the SHPO and preparation of the MOA. The tasks outlined in this section will be performed by the City of San Marcos with associated costs included in the Sponsor Work-In-Kind Credit section above. The Fort Worth District Environmental Branch will be responsible for review of sponsor material provided by the City of San Marcos.
Cost.....$60,000

Total Cost Shared Feasibility Study Costs.....$550,000

Federal PMP, FCSA, SOW, IGE and PRP Costs.....$110,000

TOTAL PROJECT COSTS…….....$660,000

ENCLOSURE 4

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE CITY OF SAN MARCOS, TEXAS
FOR THE
SECTION 206 AQUATIC ECOSYSTEM RESTORATION STUDY,
SAN MARCOS RIVER, SAN MARCOS, TEXAS

THIS AGREEMENT is entered into this 30th day of Sep, 2008 by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Fort Worth and the City of San Marcos, Texas (hereinafter the "Non-Federal Sponsor"), represented by the City Manager.

WITNESSETH, THAT:

WHEREAS, the Government received a letter, dated September 9, 2003, from the City of San Marcos in which it stated its desire to participate in a feasibility study for aquatic ecosystem restoration at the San Marcos River in San Marcos, Texas, and in which it acknowledged its financial responsibilities for the study and a project, if one is recommended;

WHEREAS, Section 206 of the Water Resources Development Act of 1996, Public Law 104-303, as amended (33 U.S.C. 2330; hereinafter "Section 206") provides that $25,000,000 in Federal funds are authorized to be appropriated for each *fiscal year* to carry out projects for aquatic ecosystem restoration and no more than $5,000,000 in Federal funds may be allotted for a project at any single locality;

WHEREAS, the Government initiated a feasibility study, to be initially Federally funded up to $100,000, and during this Federally funded portion the Government determined that the costs of the feasibility study would exceed $100,000;

WHEREAS, the Government and the City of San Marcos desire to enter into an agreement (hereinafter the "Agreement") to complete the feasibility study (hereinafter the "*Study*" as defined in Article I.A. of this Agreement) and to share equally the costs of the *Study* that exceed $100,000;

WHEREAS, Section 105(a) of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2215(a)), specifies the cost-sharing requirements applicable to the *Study*;

WHEREAS, the Non-Federal Sponsor desires to provide in-kind contributions (hereinafter the "*non-Federal in-kind contributions*" as defined in Article I.I. of this Agreement)

that are necessary to prepare the feasibility report and to receive credit for such contributions toward the amount of its required contribution for the *Study*;

WHEREAS, the Non-Federal Sponsor may provide up to 100 percent of its required contribution for the *Study* as *non-Federal in-kind contributions*;

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform as hereinafter set forth and intend to cooperate in cost-sharing and financing of the *Study* in accordance with the terms of this Agreement; and

WHEREAS, the Government and the Non-Federal Sponsor, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the Government and the Non-Federal Sponsor through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the Government and the Non-Federal Sponsor, and facilitate the successful *Study*.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree as follows:

ARTICLE I – DEFINITIONS

A. The term "*Study*" shall mean the activities and tasks required to identify and evaluate alternatives and the preparation of a decision document that, when appropriate, recommends a coordinated and implementable solution for aquatic ecosystem restoration at the San Marcos River, San Marcos, Texas. The term includes the *non-Federal in-kind contributions* described in paragraph I. of this Article.

B. The term "*total study costs*" shall mean the sum of all costs incurred by the Non-Federal Sponsor and the Government in accordance with the terms of this Agreement directly related to performance of the *Study* plus the costs of the *Study* incurred by the Government prior to the effective date of this Agreement. Subject to the provisions of this Agreement, the term shall include, but is not necessarily limited to: the Government's costs of plan formulation and evaluation, including applicable economic, engineering, real estate, and environmental analyses; the Government's costs of preparation of the decision document for the *Study*; the costs of the *non-Federal in-kind contributions* determined in accordance with Article II.B.3. of this Agreement; the Government's costs of independent technical review and other review processes required by the Government; the Government's supervision and administration costs; the Non-Federal Sponsor's and the Government's costs of participation in the Study Coordination Team in accordance with Article III of this Agreement; the Government's costs of contract dispute settlements or awards; and the Non-Federal Sponsor's and the Government's costs of audit in accordance with Article VI.B. and Article VI.C. of this Agreement. The term does not include the first $100,000 incurred by the Government for the *Study*; any costs of dispute resolution under Article V of this Agreement; any costs incurred as part of reconnaissance studies or feasibility studies under any other agreement or program; the Non-Federal Sponsor's costs of negotiating this Agreement; or any costs of negotiating a project cooperation agreement for design and construction of a project or separable element thereof.

C. The term "*period of study*" shall mean the time from the effective date of this Agreement to the date that the decision document for the study is duly approved by the Government or the date that this Agreement is terminated in accordance with Article IX of this Agreement.

D. The term "*financial obligations for the study*" shall mean the financial obligations of the Government and the costs for the *non-Federal in-kind contributions*, as determined by the Government that result or would result in costs that are or would be included in *total study costs*.

E. The term "*non-Federal proportionate share*" shall mean the ratio of the sum of the costs included in *total study costs* for the *non-Federal in-kind contributions*, as determined by the Government, and the Non-Federal Sponsor's contribution of funds required by Article II.B.1.b. of this Agreement to *financial obligations for the study*, as projected by the Government.

F. The term "*Federal program funds*" shall mean funds provided by a Federal agency, other than the Department of the Army, plus any non-Federal contribution required as a matching share therefore.

G. The term "*fiscal year*" shall mean one year beginning on October 1 and ending on September 30.

H. The term "*PMP*" shall mean the project management plan, and any modifications thereto, developed by the Government, and agreed to by the Non-Federal Sponsor, that specifies the scope, cost, and schedule for *Study* activities and guides the performance of the *Study* through the *period of study*.

I. The term "*non-Federal in-kind contributions*" shall mean planning, supervision and administration, services, materials, supplies, and other in-kind services that are performed or provided by the Non-Federal Sponsor after the effective date of this Agreement in accordance with the *PMP* and that are necessary for performance of the *Study*.

J. The term "*Section 206 Annual Program Limit*" shall mean the statutory limitation on the Government's annual appropriations for planning, design, and construction of all projects implemented pursuant to Section 206 of the Water Resources Development Act of 1996, Public Law 104-303, as amended (33 U.S.C. 2330). As of the effective date of this Agreement, such limitation is $25,000,000.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States (hereinafter the "Congress") and using those funds and funds provided by the Non-Federal Sponsor, expeditiously shall conduct the *Study*, applying those procedures usually applied to Federal projects, in accordance with Federal laws, regulations, and policies. The Non-Federal Sponsor expeditiously shall perform or provide the *non-Federal in-kind contributions* in accordance with applicable Federal laws, regulations, and policies.

1. The Government shall not issue the solicitation for the first contract for the *Study* or commence the *Study* using the Government's own forces until the Non-Federal Sponsor has confirmed in writing its willingness to proceed with the *Study*.

2. To the extent possible, the Government and the Non-Federal Sponsor shall conduct the *Study* in accordance with the *PMP*.

3. The Government shall afford the Non-Federal Sponsor the opportunity to review and comment on all products that are developed by contract or by Government personnel during the *period of study*. The Government shall consider in good faith the comments of the Non-Federal Sponsor, but the final approval of all *Study* products shall be exclusively within the control of the Government.

4. The Government shall afford the Non-Federal Sponsor the opportunity to review and comment on the solicitations for all Government contracts, including relevant scopes of work, prior to the Government's issuance of such solicitations. To the extent possible, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Non-Federal Sponsor with notification of a contract modification is not possible prior to execution of the contract modification, the Government shall provide such notification in writing at the earliest date possible. To the extent possible, the Government also shall afford the Non-Federal Sponsor the opportunity to review and comment on all contract claims prior to resolution thereof. The Government shall consider in good faith the comments of the Non-Federal Sponsor, but the contents of solicitations, award of contracts or commencement of work on the *Study* using the Government's own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *Study*, except for the *non-Federal in-kind contributions*, shall be exclusively within the control of the Government.

5. At the time the U.S. Army Engineer, Fort Worth District (hereinafter the "District Engineer") furnishes the contractor with the Government's Written Notice of Acceptance of Completed Work for each contract awarded by the Government for the *Study*, the District Engineer shall furnish a copy thereof to the Non-Federal Sponsor.

6. The Non-Federal Sponsor shall afford the Government the opportunity to review and comment on the solicitations for all contracts for the *non-Federal in-kind contributions*, including relevant scopes of work, prior to the Non-Federal Sponsor's issuance of such solicitations. To the extent possible, the Non-Federal Sponsor shall afford the Government the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Government with notification of a contract modification is not possible prior to execution of the contract modification, the Non-Federal Sponsor shall provide such notification in writing at the earliest date possible. To the extent possible, the Non-Federal Sponsor also shall afford the Government the opportunity to review and comment on all contract claims prior to resolution thereof. The Non-Federal Sponsor shall consider in good faith the comments of the Government but the contents of solicitations, award of contracts or commencement of work on the *Study* using the Non-Federal Sponsor's own forces, execution of contract modifications, resolution of contract claims, and performance of all

work on the *non-Federal in-kind contributions* shall be exclusively within the control of the Non-Federal Sponsor.

7. At the time the Non-Federal Sponsor furnishes a contractor with a notice of acceptance of completed work for each contract awarded by the Non-Federal Sponsor for the *non-Federal in-kind contributions*, the Non-Federal Sponsor shall furnish a copy thereof to the Government.

8. Notwithstanding paragraph A.4. and paragraph A.6., if the award of any contract for work on the *Study*, or continuation of work on the *Study* using the Government's or the Non-Federal Sponsor's own forces, would result in *total study costs* exceeding $352,000.00, the Government and the Non-Federal Sponsor agree to defer award of that contract, award of all remaining contracts for work on the *Study*, and continuation of work on the *Study* using the Government's or the Non-Federal Sponsor's own forces until such time as the Government and the Non-Federal Sponsor agree in writing to proceed with further contract awards for the *Study* or the continuation of work on the *Study* using the Government's or the Non-Federal Sponsor's own forces, but in no event shall the award of contracts or the continuation of work on the *Study* using the Government's or the Non-Federal Sponsor's own forces be deferred for more than three years. If the Government and the Non-Federal Sponsor agree to not proceed or fail to reach agreement on proceeding with further contract awards for the *Study*, or the continuation of work on the *Study* using the Government's or the Non-Federal Sponsor's own forces, the parties shall terminate this Agreement and proceed in accordance with Article IX.D. of this Agreement.

B. The Non-Federal Sponsor shall contribute 50 percent of *total study costs* in accordance with the provisions of this paragraph.

1. The Non-Federal Sponsor shall provide a contribution of funds as determined below:

a. If the Government projects at any time that the collective value of the Non-Federal Sponsor's contributions listed in the next sentence will be less than the Non-Federal Sponsor's required share of 50 percent of *total study costs*, the Government shall determine the amount of funds that would be necessary to meet the Non-Federal Sponsor's required share without considering the credit the Government projects will be afforded for the *non-Federal in-kind contributions* pursuant to paragraph B.4. of this Article. The Government shall determine the amount of funds that would be necessary by subtracting from the Non-Federal Sponsor's required share of 50 percent of *total study costs* the collective value of the Non-Federal Sponsor's contributions under Article III and Article VI of this Agreement.

b. The Non-Federal Sponsor shall provide funds in the amount determined by this paragraph in accordance with Article IV.B. of this Agreement. To determine the contribution of funds the Non-Federal Sponsor shall provide, the Government shall reduce the amount determined in accordance with paragraph B.1.a. of this Article by the amount of credit the Government projects will be afforded for the *non-Federal in-kind contributions* pursuant to paragraph B.4. of this Article.

2. The Government, subject to the availability of funds and as limited by paragraph B.5. of this Article and the *Section 206 Annual Program Limit*, shall refund or reimburse to the Non-Federal Sponsor any contributions in excess of 50 percent of *total study costs* if the Government determines at any time that the collective value of the following has exceeded 50 percent of *total study costs*: (a) the Non-Federal Sponsor's contribution of funds required by paragraph B.1.b. of this Article; (b) the amount of credit to be afforded for the *non-Federal in-kind contributions* pursuant to paragraph B.4. of this Article; and (c) the value of the Non-Federal Sponsor's contributions under Article III and Article VI of this Agreement.

3. The Government shall determine and include in *total study costs* any costs incurred by the Non-Federal Sponsor for *non-Federal in-kind contributions*, subject to the conditions and limitations of this paragraph. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the amount of costs to be included in *total study costs* for *non-Federal in-kind contributions*.

a. Acceptance by the Government of *non-Federal in-kind contributions* shall be subject to a review by the Government to verify that all economic, engineering, real estate, and environmental analyses or other items performed or provided as *non-Federal in-kind contributions* are accomplished in a satisfactory manner and in accordance with applicable Federal laws, regulations, and policies, and to verify that all analyses, services, materials, supplies, and other in-kind services provided as *non-Federal in-kind contributions* are necessary for the *Study*.

b. The Non-Federal Sponsor's costs for *non-Federal in-kind contributions* that may be eligible for inclusion in *total study costs* pursuant to this Agreement shall be subject to an audit in accordance with Article VI.C. of this Agreement to determine the reasonableness, allocability, and allowability of such costs.

c. The Non-Federal Sponsor's costs for *non-Federal in-kind contributions* that may be eligible for inclusion in *total study costs* pursuant to this Agreement are not subject to interest charges, nor are they subject to adjustment to reflect changes in price levels between the time the *non-Federal in-kind contributions* are provided and the time the costs are included in *total study costs*.

d. The Government shall not include in *total study costs* any costs for *non-Federal in-kind contributions* paid by the Non-Federal Sponsor using *Federal program funds* unless the Federal agency providing the Federal portion of such funds verifies in writing that expenditure of such funds for such purpose is expressly authorized by Federal law.

e. The Government shall not include in *total study costs* any costs for *non-Federal in-kind contributions* in excess of the Government's estimate of the costs of the *non-Federal in-kind contributions* if the services, materials, supplies, and other in-kind services had been provided by the Government.

4. The Government, in accordance with this paragraph, shall afford credit toward the amount of funds determined in accordance with paragraph B.1.a. of this Article for the costs of the *non-Federal in-kind contributions* determined in accordance with paragraph B.3. of this Article. However, the maximum amount of credit that can be afforded for the *non-Federal in-kind contributions* shall not exceed the least of the following amounts as determined by the Government: the amount of funds determined in accordance with paragraph B.1.a. of this Article; the costs of the *non-Federal in-kind contributions* determined in accordance with paragraph B.3. of this Article; or 50 percent of *total study costs*.

5. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to reimbursement of any costs of *non-Federal in-kind contributions* determined in accordance with paragraph B.3. of this Article and included in *total study costs* that exceed the amount of credit afforded for the *non-Federal in-kind contributions* determined in accordance with paragraph B.4. of this Article and the Non-Federal Sponsor shall be responsible for 100 percent of all costs of *non-Federal in-kind contributions* included in *total study costs* that exceed the amount of credit afforded.

C. Notwithstanding any other provision of this Agreement, Federal financial participation in the *Study* is limited by the following provisions of this paragraph.

1. In the event the Government projects that the amount of Federal funds the Government will make available to the *Study* through the then-current *fiscal year*, or the amount of Federal funds the Government will make available for the *Study* through the upcoming *fiscal year*, is not sufficient to meet the Federal share of *total study costs* that the Government projects to be incurred through the then-current or upcoming *fiscal year*, as applicable, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Study* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Study*, future performance under this Agreement shall be suspended and the parties shall proceed in accordance with Article IX.C. of this Agreement.

2. If the Government determines that the total amount of Federal funds provided by Congress for all studies and projects implemented pursuant to Section 206 has reached the *Section 206 Annual Program Limit*, and the Government projects that the Federal funds the Government will make available to the *Study* within the *Section 206 Annual Program Limit* will not be sufficient to meet the Federal share of *total study costs*, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Study* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Study* within the *Section 206 Annual Program Limit*, future performance under this Agreement shall be suspended and the parties shall proceed in accordance with Article IX.C. of this Agreement.

D. Upon conclusion of the *period of study*, the Government shall conduct an accounting, in accordance with Article IV.C. of this Agreement, and furnish the results to the Non-Federal Sponsor.

E. The Non-Federal Sponsor shall not use *Federal program funds* to meet any of its obligations for the *Study* under this Agreement unless the Federal agency providing the Federal portion of such funds verifies in writing that expenditure of such funds for such purpose is expressly authorized by Federal law.

F. This Agreement shall not be construed as obligating either party to implement a project. Whether the Government proceeds with implementation of the project depends upon, among other things, the outcome of the *Study* and whether the proposed solution is consistent with the Economic and Environmental Principles and Guidelines for Water and Related Land Resources Implementation Studies and with the budget priorities of the Administration.

ARTICLE III - STUDY COORDINATION TEAM

A. To provide for consistent and effective communication, the Non-Federal Sponsor and the Government, not later than 30 calendar days after the effective date of this Agreement, shall appoint named senior representatives to a Study Coordination Team. Thereafter, the Study Coordination Team shall meet regularly until the end of the *period of study*. The Government's Project Manager and a counterpart named by the Non-Federal Sponsor shall co-chair the Study Coordination Team.

B. The Government's Project Manager and the Non-Federal Sponsor's counterpart shall keep the Study Coordination Team informed of the progress of the *Study* and of significant pending issues and actions, and shall seek the views of the Study Coordination Team on matters that the Study Coordination Team generally oversees.

C. Until the end of the *period of study*, the Study Coordination Team shall generally oversee the *Study*, including matters related to: plan formulation and evaluation, including applicable economic, engineering, real estate, and environmental analyses; scheduling of reports and work products; independent technical review and other review processes required by the Government; completion of all necessary environmental coordination and documentation; contract awards and modifications; contract costs; the Government's cost projections; the performance of and scheduling for the *non-Federal in-kind contributions*; determination of anticipated future requirements for real property and relocation requirements and performance of operation, maintenance, repair, rehabilitation, and replacement of the proposed project including anticipated requirements for permits; and other matters related to the *Study*. This oversight of the *Study* shall be consistent with the *PMP*.

D. The Study Coordination Team may make recommendations to the District Engineer on matters related to the *Study* that the Study Coordination Team generally oversees, including suggestions to avoid potential sources of dispute. The Government in good faith shall consider the recommendations of the Study Coordination Team. The Government, having the legal authority and responsibility for performance of the *Study* except for the *non-Federal in-kind contributions*, has the discretion to accept or reject, in whole or in part, the Study Coordination Team's recommendations. On matters related to the *non-Federal in-kind contributions*, that the Study Coordination Team generally oversees, the Study Coordination Team may make recommendations to the Non-Federal Sponsor including suggestions to avoid potential sources of

dispute. The Non-Federal Sponsor in good faith shall consider the recommendations of the Study Coordination Team. The Non-Federal Sponsor, having the legal authority and responsibility for the *non-Federal in-kind contributions*, has the discretion to accept or reject, in whole or in part, the Study Coordination Team's recommendations except as otherwise required by the provisions of this Agreement, including compliance with applicable Federal, State, or local laws or regulations.

E. The Non-Federal Sponsor's costs of participation in the Study Coordination Team shall be included in *total study costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article VI.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. The Government's costs of participation in the Study Coordination Team shall be included in *total study costs* and shared in accordance with the provisions of this Agreement.

ARTICLE IV - METHOD OF PAYMENT

A. In accordance with the provisions of this paragraph, the Government shall maintain current records and provide to the Non-Federal Sponsor current projections of costs, financial obligations, the contributions provided by the parties, the costs included in *total study costs* for the *non-Federal in-kind contributions* determined in accordance with Article II.B.3. of this Agreement, and the credit to be afforded for the *non-Federal in-kind contributions* pursuant to Article II.B.4. of this Agreement.

1. As of the effective date of this Agreement, *total study costs* are projected to be $350,000; the value of the Non-Federal Sponsor's contributions under Article III and Article VI of this Agreement is projected to be $5,000; the amount of funds determined in accordance with Article II.B.1.a. of this Agreement is projected to be $170,000; the costs included in *total study costs* for the *non-Federal in-kind contributions* determined in accordance with Article II.B.3. of this Agreement are projected to be $0; the credit to be afforded for the *non-Federal in-kind contributions* pursuant to Article II.B.4. of this Agreement is projected to be $0; the Non-Federal Sponsor's contribution of funds required by Article II.B.1.b. of this Agreement is projected to be $170,000; and the *non-Federal proportionate share* is projected to be 49 percent. These amounts and percentage are estimates subject to adjustment by the Government, after consultation with the Non-Federal Sponsor, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

2. By January 2009 and by each quarterly anniversary thereof until the conclusion of the *period of study* and resolution of all relevant claims and appeals, the Government shall provide the Non-Federal Sponsor with a report setting forth all contributions provided to date and the current projections of the following: *total study costs*; the value of the Non-Federal Sponsor's contributions under Article III and Article VI of this Agreement; the amount of funds determined in accordance with Article II.B.1.a. of this Agreement; the costs included in *total study costs* for the *non-Federal in-kind contributions* determined in accordance with Article II.B.3. of this Agreement; the credit to be afforded for the *non-Federal in-kind contributions* pursuant to Article II.B.4. of this Agreement; the Non-Federal Sponsor's contribution of funds required by Article II.B.1.b. of this Agreement; the total contribution of

funds required from the Non-Federal Sponsor for the upcoming contract and upcoming *fiscal year*; and the *non-Federal proportionate share*.

B. The Non-Federal Sponsor shall provide the contribution of funds required by Article II.B.1.b. of this Agreement in accordance with the provisions of this paragraph.

1. Not less than 45 calendar days prior to the scheduled date for issuance of the solicitation for the first contract for work on the *Study* or commencement of work on the *Study* using the Government's own forces, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and the funds the Government determines to be required from the Non-Federal Sponsor to meet: (a) the projected *non-Federal proportionate share* of *financial obligations for the study* to be incurred for such contract; and (b) the projected *non-Federal proportionate share* of *financial obligations for the study* using the Government's own forces through the first *fiscal year*. Not later than such scheduled date, the Non-Federal Sponsor shall provide the Government with the full amount of such required funds by delivering a check payable to "FAO, USAED, Fort Worth M2" to the District Engineer, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by presenting the Government with an irrevocable letter of credit acceptable to the Government for such required funds, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

2. Thereafter, until the work on the *Study* is complete, the Government shall notify the Non-Federal Sponsor in writing of the funds the Government determines to be required from the Non-Federal Sponsor, and the Non-Federal Sponsor shall provide such funds in accordance with the provisions of this paragraph.

a. The Government shall notify the Non-Federal Sponsor in writing, no later than 60 calendar days prior to the scheduled date for issuance of the solicitation for each remaining contract for work on the *Study*, of the funds the Government determines to be required from the Non-Federal Sponsor to meet the projected *non-Federal proportionate share* of *financial obligations for the study* to be incurred for such contract. No later than such scheduled date, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government through any of the payment mechanisms specified in paragraph B.1. of this Article.

b. The Government shall notify the Non-Federal Sponsor in writing, no later than 60 calendar days prior to the beginning of each *fiscal year* in which the Government projects that it will make *financial obligations for the study* using the Government's own forces, of the funds the Government determines to be required from the Non-Federal Sponsor to meet the projected *non-Federal proportionate share* of *financial obligations for the study* using the Government's own forces for that *fiscal year*. No later than 30 calendar days prior to the beginning of that *fiscal year*, the Non-Federal Sponsor shall make the full amount of such required funds for that *fiscal year* available to the Government through any of the payment mechanisms specified in paragraph B.1. of this Article.

3. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary, when considered with any credit the Government projects will be afforded for the *non-Federal in-kind contributions* pursuant to Article II.B.4. of this Agreement, to cover: (a) the *non-Federal proportionate share* of *financial obligations for the study* incurred prior to the commencement of the *period of study*; and (b) the *non-Federal proportionate share* of *financial obligations for the study* as *financial obligations for the study* are incurred. If at any time the Government determines that additional funds will be needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's share of such financial obligations for the current contract or to cover the Non-Federal Sponsor's share of such financial obligations for work performed using the Government's own forces in the current *fiscal year*, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required and provide an explanation of why additional funds are required. Within 15 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds through any of the payment mechanisms specified in paragraph B.1. of this Article.

C. Upon conclusion of the *period of study* and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. If outstanding relevant claims and appeals prevent a final accounting from being conducted in a timely manner, the Government shall conduct an interim accounting and furnish the Non-Federal Sponsor with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals are resolved, the Government shall amend the interim accounting to complete the final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. The interim or final accounting, as applicable, shall determine *total study costs*, each party's required share thereof, and each party's total contributions thereto as of the date of such accounting.

1. Should the interim or final accounting, as applicable, show that the Non-Federal Sponsor's total required share of *total study costs* exceeds the Non-Federal Sponsor's total contributions provided thereto, the Non-Federal Sponsor, no later than 90 calendar days after receipt of written notice from the Government, shall make a payment to the Government in an amount equal to the difference by delivering a check payable to "FAO, USAED, Fort Worth M2" to the District Engineer or by providing an Electronic Funds Transfer in accordance with procedures established by the Government.

2. Should the interim or final accounting, as applicable, show that the total contributions provided by the Non-Federal Sponsor for *total study costs* exceed the Non-Federal Sponsor's total required share thereof, the Government, subject to the availability of funds and as limited by Article II.B.5. of this Agreement and the *Section 206 Annual Program Limit*, shall refund or reimburse the excess amount to the Non-Federal Sponsor within 90 calendar days of the date of completion of such accounting. In the event the Non-Federal Sponsor is due a refund or reimbursement and funds are not available to refund or reimburse the excess amount to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund or reimbursement.

ARTICLE V - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VI - MAINTENANCE OF RECORDS AND AUDIT

A. Not later than 60 calendar days after the effective date of this Agreement, the Government and the Non-Federal Sponsor shall develop procedures for keeping books, records, documents, or other evidence pertaining to costs and expenses incurred pursuant to this Agreement. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments at 32 C.F.R. Section 33.20. The Government and the Non-Federal Sponsor shall maintain such books, records, documents, or other evidence in accordance with these procedures and for a minimum of three years after completion of the accounting for which such books, records, documents, or other evidence were required. To the extent permitted under applicable Federal laws and regulations, the Government and the Non-Federal Sponsor shall each allow the other to inspect such books, records, documents, or other evidence.

B. In accordance with 32 C.F.R. Section 33.26, the Non-Federal Sponsor is responsible for complying with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507), as implemented by OMB Circular No. A-133 and Department of Defense Directive 7600.10. Upon request of the Non-Federal Sponsor and to the extent permitted under applicable Federal laws and regulations, the Government shall provide to the Non-Federal Sponsor and independent auditors any information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of any non-Federal audits performed in accordance with this paragraph shall be allocated in accordance with the provisions of OMB Circulars A-87 and A-133, and such costs as are allocated to the *Study* shall be included in *total study costs* and shared in accordance with the provisions of this Agreement.

C. In accordance with 31 U.S.C. 7503, the Government may conduct audits in addition to any audit that the Non-Federal Sponsor is required to conduct under the Single Audit Act Amendments of 1996. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular No. A-87 and other applicable cost principles and regulations. The costs of Government audits performed in accordance with this paragraph shall be included in *total study costs* and shared in accordance with the provisions of this Agreement.

ARTICLE VII - FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this Agreement, the Non-Federal Sponsor and the Government shall comply with all applicable Federal and State laws and regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d) and Department of Defense Directive 5500.11 issued pursuant thereto and Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army".

ARTICLE VIII - RELATIONSHIP OF PARTIES

A. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

B. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights the other party may have to seek relief or redress against that contractor either pursuant to any cause of action that the other party may have or for violation of any law.

ARTICLE IX - TERMINATION OR SUSPENSION

A. Prior to conclusion of the *period of study*, upon 30 calendar days written notice to the other party, either party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that either party elects to suspend future performance under this Agreement pursuant to this paragraph, such suspension shall remain in effect until either the Government or the Non-Federal Sponsor elects to terminate this Agreement.

B. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate this Agreement or suspend future performance under this Agreement unless he determines that continuation of performance of the *Study* is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the *Study*.

C. In the event future performance under this Agreement is suspended pursuant to Article II.C. of this Agreement, such suspension shall remain in effect until such time that the Government notifies the Non-Federal Sponsor in writing that sufficient Federal funds are available to meet the Federal share of *total study costs* the Government projects to be incurred through the then-current or upcoming *fiscal year*, or the Government or the Non-Federal Sponsor elects to terminate this Agreement.

D. In the event that this Agreement is terminated pursuant to this Article, the parties shall conclude their activities relating to the *Study* and conduct an accounting in accordance with Article IV.C. of this Agreement. To provide for this eventuality, the Government may reserve a percentage of total Federal funds made available for the *Study* and an equal percentage of the

total funds contributed by the Non-Federal Sponsor in accordance with Article II.B.1.b. of this Agreement as a contingency to pay costs of termination, including any costs of resolution of contract claims and contract modifications. Upon termination of this Agreement, all data and information generated as part of the *Study* shall be made available to the parties to the Agreement.

E. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment owed by the Non-Federal Sponsor shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE X - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or sent by telegram or mailed by first-class, registered, or certified mail, as follows:

If to the Non-Federal Sponsor:	City Manager City of San Marcos 630 E. Hopkins San Marcos, TX 78666
If to the Government:	District Engineer ATTN: CESWF-PM-C U.S. Army Engineer District, Fort Worth P.O. Box 17300 Fort Worth, TX 76102-0300

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XI - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XII - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not party to this Agreement.

ARTICLE XIII - OBLIGATIONS OF FUTURE APPROPRIATIONS

A. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by the City of San Marcos of the State of Texas where creating such an obligation would be inconsistent with applicable laws and/or the Constitution of the State of Texas.

B. The Non-Federal Sponsor intends to fulfill its obligations under this Agreement. The Non-Federal Sponsor shall include in its budget request or otherwise propose appropriations of funds in amounts sufficient to fulfill these obligations for that year, and shall use all reasonable and lawful means to secure those appropriations. The Non-Federal Sponsor reasonably believes that funds in amounts sufficient to fulfill these obligations lawfully can and will be appropriated and made available for this purpose. In the event funds are not appropriated in amounts sufficient to fulfill these obligations, the Non-Federal Sponsor shall use its best efforts to satisfy any requirements for payments or contributions of funds under this Agreement from any other source of funds legally available for this purpose. Further, if the Non-Federal Sponsor is unable to fulfill these obligations, the Government may exercise any legal rights it has to protect the Government's interests related to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Government (Department of the Army).

DEPARTMENT OF THE ARMY	CITY OF SAN MARCOS, TEXAS
BY: _____	BY: _____
Christopher W. Martin District Engineer	Rick Menchaca, City Manager
DATE: 30 SEP 08	DATE: 9/29/08

CERTIFICATE OF AUTHORITY

I, Michael J. Cosentino, do hereby certify that I am the principal legal officer of the City of San Marcos, that the City of San Marcos is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the City of San Marcos in connection with the feasibility study for the Section 206 Aquatic Ecosystem Restoration Study of the San Marcos River, San Marcos, Texas, and to pay damages, to the extent permitted by law and subject to appropriation of lawfully available funds under the laws and Constitution of the State of Texas, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement and that the persons who have executed this Agreement on behalf of the City of San Marcos have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 29th day of September 2008.

Michael J. Cosentino, City Attorney

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Rick Menchaca,
City Manager

DATE: 9/29/08

CERTIFICATION OF LEGAL REVIEW

The draft Agreement Between the Department of the Army and the City of San Marcos, Texas, for the Section 206 Aquatic Ecosystem Restoration Study, San Marcos River, San Marcos, Texas, has been fully reviewed by the Office of Counsel, USAED, Fort Worth District, Fort Worth, Texas, and contains no deviations from the Section 105(a) - WRDA 86, As Amended Model Agreement for Cost Shared Feasibility Studies of Proposed Projects under the Continuing Authorities Program and Cost Shared Feasibility Studies under Other Program Authorities That Do Not Require Additional Authorization to Implement Projects, dated July 24, 2007.

Mark B. McMurry
Assistant District Counsel
Office of Counsel

Date: 9/25/2008

ENCLOSURE 5

SAN MARCOS RIVER SECTION 206 PROJECT
DETAILED PROJECT REPORT & ENVIRONMENTAL ASSESSMENT

QUALITY CONTROL AND OBJECTIVES PLAN

PROJECT:

San Marcos River Section 206 Aquatic Ecosystem Restoration; Feasibility Phase; Integrated Detailed Project Report (DPR) and Environmental Assessment (EA).

PROJECT PARTNERS:

- Federal "Government" – Fort Worth District, U.S. Army Corps of Engineers (USACE)
- Non-Federal "Sponsor" – City of San Marcos

PROJECT DESCRIPTION:

The overall project goal is the restoration and enhancement of aquatic and terrestrial resources on specified tracts of land along the San Marcos River in San Marcos, Texas. The purpose of this project is to restore in-stream aquatic habitats, wetland resources, water quality conditions, and bottomland communities to benefit resident and migratory wildlife species and recreational/educational interests within the projects Region of Influence (ROI). The City of San Marcos is the non-Federal Sponsor who will provide the lands for the recommended plan and will be responsible for final operation and maintenance of the project.

FEASIBILITY STUDY MANAGEMENT:

For this project, Jeffry A. Tripe is designated as the USACE Project Manager (PM) and Ms. Melani Howard as the Sponsor PM. Together, they will assure full commitment of Government and Sponsor resources, and perform the following major duties for successful project completion:

- Finalize the schedule for project completion and establish milestone dates.
- Establish a budget for the project along with cost control and invoicing procedures.
- Establish methods and formats for project status reviews.
- Execute required project agreements (i.e., Feasibility Cost Sharing Agreement, FCSA).
- Establish a budget for the project along with cost control and invoicing procedures.
- Manage day-to-day work activities, assigning personnel as needed to meet schedule.
- Coordinate with and monitor progress of in-house and contractor work.
- Prepare pertinent meeting agendas, meeting minutes, interoffice memoranda, letters, and other information necessary to document approval of work items or key discussions regarding the study work, scope, schedule or budget.
- Prepare, finalize, and implement the Project Management Plan (PMP), Quality Control Plan (QCP), and any required Architectural-Engineer (A-E) scopes of work (SOW).

STUDY CONTACTS:

Mr. Jeffry A. Tripe	Ms. Melanie Howard
Regional Technical Specialist	Watershed Protection Manager
Fort Worth District, USACE	City of San Marcos
819 Taylor Street	630 East Hopkins
Fort Worth, Texas 76102-0300	San Marcos, Texas 78666
Phone: (817) 886-1716	Phone: 512-393-8410

STUDY OBJECTIVES:

The Government and Sponsor shall be responsible for completion of Feasibility Study objectives as defined by the USACE six-step planning process. Completion of the planning objectives will result in a final DPR/EA report, which documents the planning process, formulation of the recommended plan, and recommendations of the District Engineer.

- **Step 1:** Specification of Water and Related Land Resources Problems and Opportunities Associated with the Federal Objective and Specific State and Local Concerns.

- **Step 2:** Inventory, Forecast, and Analysis of Water and Land Resource Conditions within the Planning Area Relevant to the Identified Problems and Opportunities.

- **Step 3:** Formulation of Alternatives.

- **Step 4:** Evaluation of the Effects of the Alternatives.

- **Step 5:** Comparison of Alternatives.

- **Step 6:** Select a Recommended Plan Based Upon Comparison of "Best Buy" Plans.

STUDY DELIVERABLES:

Major products of the planning process shall include: (1) a DPR prepared in accordance with the requirements of ER 1105-2-100; (2) an EA and decision document with all National Environmental Policy Act (NEPA) documentation; and (3) conceptual level technical appendices documenting feasibility of recommended restoration features. Additional technical appendices shall be prepared as needed to support the conclusions and recommendations contained in the DPR/EA. Iterations of the DPR/EA and Finding of No Significant Impact (FNSI) will include:

- **Draft Alternative Formulation Briefing (AFB) report.** Following identification of a recommended plan, a Draft AFB report will be prepared. The report will consist of the first six chapters of the DPR/EA: Introduction, Existing Conditions Inventory, Resource Significance, Existing Degradation & Project Planning Criteria, Formulation of Project Features, and Evaluation & Comparison of Project Features. The report will be used to conduct the AFB meeting with the Southwestern Division (SWD) USACE.

- **Draft DPR/EA with Draft Finding of No Significant Impact (FNSI).** Following the AFB and Recommended Plan Meetings, a Draft DPR/EA and Draft FNSI will be prepared to include: an Executive Summary, Introduction, Existing Conditions Inventory, Resource Significance, Existing Degradation & Project Planning Criteria, Formulation of Project Features, Evaluation &

Comparison of Project Features, Description of the Recommended Plan, Environmental Consequences, Environmental Compliance, Project Implementation, Public & Agency Coordination, Conclusions & Recommendations, List of Preparers, References, and associated tables/figures/appendices.

- **Final DPR/EA with Draft FNSI.** Following review of the Draft DPR/EA and Draft FNSI, final adjustments will be made to the document. The Final DPR/EA and Draft FNSI will be routed through the Fort Worth District USACE to have the DPR/EA signature page signed. Copies will then be prepared for distribution during the public review period to interested entities, City of San Marcos, resource agencies, and other designated points of contact.

- **Final DPR/EA with Final FNSI.** Following the public review period, all public comments will be documented and addressed as necessary. The Government will finalize the FNSI and any required changes to the Final DPR/EA based on the public comments. The Final FNSI will then be provided to the District Engineer for signature and forwarded to the SWD USACE for final approval.

Supporting appendices to the DPR/EA will include at minimum:

- Existing conditions documentation with site photographs and mapping.

- U.S. Fish and Wildlife Service (USFWS) Fish and Wildlife Coordination Act Reports (FWCA), supporting Planning Aid Letters (PAL); List of Threatened & Endangered (T&E) species, and documentation of Section 7 consultation with a Biological Opinion (BO).

- Existing cultural resources data and Memorandum of Agreement (MOA) with the Texas Historical Commission (THC).

- Hazardous, Toxic, and Radio-Active Waste (HTRW) documentation.

- Supporting Hydrologic & Hydraulic (H&H), Geotechnical, and Engineering data.

- Incremental Cost Analysis (ICA) information with supporting habitat assessment data and conceptual cost estimates.

- Conceptual level design details for recommended restoration features.

- Plans for recommended restoration features (i.e., planting and demolition plans).

- Gross appraisal of proposed restoration Lands, Easements, Rights-of-Way, Relocations, and Disposal Areas (LERRDs) with project real estate plan.

- Draft Project Partnership Agreement (PPA) and Sponsor Letter of Intent (LOI).

- Documentation of National Environmental Policy Act (NEPA) compliance and pertinent project correspondence.

QUALITY REVIEWS:

Quality Assurance of all project deliverables will be conducted by the Fort Worth District USACE. Review Project Delivery Team (PDT) members and their supervisors (**Table 1**) will be responsible for review and commentary on technical related products that are produced by in-house team members, the non-Federal Sponsor, and any Architectural-Engineering (A-E) firms. Reviews for Feasibility deliverables shall occur at several stages during development of the DPR/EA to ensure questions and issues are addressed before progressing to the next level.

The reviews will critique all deliverables for clarity and technical adequacy in accordance with USACE expectations, acceptability and standards of engineering practice. The review process will propose and assess modifications as necessary, and endorse the submittal documents for presentation to upper level management. The review process will include written comments, determination of responses, and follow-up on how significant comments were resolved.

Table 1. Review and Supervisory PDT Members by Name and Discipline.

Discipline	Review Member	Supervisory Member
Sponsor PM	Melani Howard	Melani Howard
USACE PM / Planner / Environmental	Jeff Tripe	Mark Harberg
Account / Program Manager	Marcia Hackett	Kevin Craig
Cultural Resources	Ann Chancey	Nancy Parrish
Public Affairs	Clayton Church	Rhonda Paige
BCOE Review Coordinator	Delissa Hamilton	Debbie Castens
HTRW	Mark Vercoe	Janet Welch
GIS / Mapping	Phuong Tran	Eli Kangas
Regulatory	Jennifer Walker	Stephen Brooks
H&H	Mike Velasquez	Darlene Prochaska
Civil Design	Efren Martinez	Mark Black
John VanLeeuwen	Jun Robbins	John VanLeeuwen
Geotechnical Design	Josh Pickering	Ramanuja Kannan
Real Estate	Anthony Dunni	Randy Roberts
Cost Engineering	Samuel Howarth	Milton Schmidt
Office of Counsel	Kendra Laffe	Rex Crosswhite

An Alternative Formulation Briefing (AFB) will be conducted with SWD USACE following identification of a recommended plan. The purpose of the briefing will be to review the first six chapters of the DPR/EA: Introduction, Existing Conditions Inventory, Resource Significance, Existing Degradation & Project Planning Criteria, Formulation of Project Features, and Evaluation & Comparison of Project Features. The briefing is required to ensure that project alternatives have been properly formulated, legal and policy issues have been identified, consensus on resolution has been reached, and SWD concurs with the plan that will likely proceed into the Design and Construction Phase. Following approval of the AFB report, the Feasibility Phase will continue with development of the Draft DPR/EA and Draft FNSI.

Upon completion of the Final DPR/EA and FNSI, the document will be forwarded to the District Engineer to sign and execute the FNSI. The final package will then be forwarded to SWD USACE for final review and approval before proceeding into the Design & Construction phase.

MILESTONE SCHEDULE:

Table 2 below outlines the current schedule for completion of major milestones as defined by the USACE standard Civil Works (CW) Work Breakdown Structure (WBS) for use in monitoring the progress of the Feasibility Study and for submittal to higher Corps authorities for project authorization. The CW WBS milestones shall be progressed and monitored by the USACE PM using the Corps Primavera Project Manager (P2).

Table 2. Outline of CW WBS Milestones During the Feasibility Study

WBS Code	Milestone Description	Scheduled Completion Date
CW000	Federal Interest Determination (FID)	September 2003*
CW060	FID Guidance Memo	October 2003*
CW110	Feasibility Approval	October 2003*
CW030	PMP Start	April 2008*
CW070	Agreement Start (FCSA)	July 2008*
CW080	Agreement Submittal (FCSA)	September 2008*
CW090	Agreement Approval (FCSA)	September 2008*
CW130	Agreement Execution (FCSA)	September 2008*
CW140	Start DPR/EA Report	August 2009
CW040	PMP Approval	January 2010
CW400	Ready to Advertise AE Contract	February 2010
CW801	AE Contract Award	March 2010
CW190	Alternative Formulation Briefing (AFB)	September 2010
CW060	AFB Guidance Memo	September 2010
CW150	Draft DPR/EA Report Submittal	January 2011
CW250	Public Review Period Start	January 2011
CW200	EA & FNSI Complete	April 2011
CW230	FNSI Signed	May 2011
CW160	Final DPR/EA Report Submittal	June 2011
CW170	Final DPR/EA Report Approval	July 2011

* Represents Feasibility Phase milestones with actual completion dates.

DETAILED STUDY SCHEDULE:

Table 3 below outlines the detailed schedule of work for all activities required to complete the USACE six-step planning process. The milestones following the A-E Contract Award are also included. The table includes Government, Sponsor, A-E, and PDT activities to show the impact of all deliverables on the project schedule. Activity durations are based on best professional judgment and a five day workweek with holidays. Overall project completion time from the initial start date is estimated to be approximately 28 months. The completion time is based on a fully-funded Feasibility Phase. Therefore, delays in Federal appropriations or receipt of non-Federal funds will result in overall project delays.

Table 3. Proposed Schedule of Work for the San Marcos River Section 206 Aquatic Ecosystem Restoration Project.

Planning Steps	Milestone	Activity Description	Activity Duration**	Meeting Type / Deliverables*
	CW400	**Ready to Advertise AE Contract**	February 2010	
	CW801	**AE Contract Award / Notice to Proceed**	March 2010	
Step 1		**Kickoff Meeting / Critical Path Method (CPM) / Quality Control Plan (QCP)**	10 days from Notice to Proceed / Contract Award	Kickoff Meeting at the City of San Marcos; DC1 (CPM); DC2 (QCP)
		Meeting Minutes / USACE Review / Incorporation of Comments	10 days after Kickoff Meeting	DC3 (Meeting Minutes)
		Public / Agency Coordination / Mailing List	20 days after Kickoff Meeting	DC4, DG1, DS1 (Mailing List)
		Agency Letters / Initiate Informal Section 7 Consultation	15 days after Preparation of the Mailing List	DC5 (Coordination Letters)
Step 2		**Exiting Conditions Inventory / Background Database Collection**	120 days after Agency Letters	DC6 (Surveys); DC7 (Modeling); DC8 (Cultural); DG2 (Phase I); DO1 (PAL)
		Institutional, Public, and Technical Significance / Recognition	30 days after Existing Conditions Inventory	To be included in DPR/EA text
		Existing Degradation and Project Planning Criteria	30 days after Resource Significance documentation	To be included in DPR/EA text; DG3, DO2 (Future "without" Project)
Step 3		**Formulation of Project Features**	90 days after Degradation and Project Planning Criteria	DC9 (Outline of project features with conceptual construction methods)
Step 4 and 5		**Evaluation & Comparison of Project Features**	30 days after Project Formulation	DC10 (Construction Costs); DG4, DO3 (Future "with" Project); DG5 (ICA)
		Draft Alternative Formulation Briefing Report	30 days after receipt of ICA results	DC11 (Draft AFB Report)
		USACE Review of Draft AFB Report	30 days after receipt of Draft AFB Report	DG6 (Draft AFB Report Comments)
		Draft AFB In-Progress Review (IPR) Meeting	3 days after receipt of Government Comments	Conference call with updated comment matrix
		Check-Copy AFB Report	15 days after IPR Meeting	DC12 (Check-Copy AFB Report)
		SWD Review of Check-Copy AFB Report	30 days after receipt of Check-Copy AFB Report	
	CW190	AFB Meeting with SWD	5 days after SWD review of Check-Copy AFB Report	DG7 (Check-Copy Report Comments)
		Check-Copy IPR Meeting	3 days after AFB Meeting with SWD	Conference call with updated comment matrix
		Final AFB Report	15 days after IPR Meeting	DC13 (Final AFB Report)
	CW060	Guidance Memo (AFB)	30 days after Final AFB Report	DG8 (AFB Guidance Memorandum from SWD)
Step 6		**Selection and Description of Recommended Restoration Plan**	5 days after receipt of AFB Guidance Memo	Recommended Restoration Plan Meeting at Corps
		Description of Recommended Restoration Plan	30 days after Recommended Restoration Plan Meeting	DC14 (Designs); DC15 (Construction Costs); DG9 (RE Plan & Gross Appraisal)
		Environmental Consequences	60 days after Recommended Restoration Plan Meeting	DG10 (Cultural-Geotech Results); DC16 (Preliminary Draft Biological Assessment)
		USACE Review of Preliminary Draft BA	30 days after receipt of Preliminary Draft BA	DG11 (Preliminary Draft BA comments)
		Draft BA	15 days after receipt of Government Comments	DC17 (Draft BA)
		USFWS Review of Draft BA	45 days after receipt of Draft BA	DO4 (USFWS comments on Draft BA)
		Final BA / Initiate Formal Section 7 Consultation	15 days after receipt of USFWS comments	DC18 (Final BA)
		USFWS Draft Biological Opinion (BO)	90 days after Initiation of Formal Consultation	DO5 (Draft BO)
		USACE Review of Draft BO	45 days after receipt of Draft BO	DG12 (Draft BO comments)
		USFWS Delivers Final BO / End Formal Section 7 Consultation	45 days after receipt of Draft BO	DO6 (Final BO)
		Draft DPR/EA and Draft FNSI	15 days after Recommended Restoration Plan Meeting	DC19 (Draft DPP/EA and Draft FNSI,
		USACE Review of Draft DPR/EA and Draft FNSI	30 days after receipt of Draft DPR/EA/FNSI	DG13 (Draft DPR/EA/FNSI Comments)
		Draft DPR/EA and Draft FNSI IPR Meeting	5 days after receipt of Government comments	Conference Call with updated comment matrix
	CW150	Final DPR/EA, Draft FNSI, and Public Notice of Availability (NOA)	15 days after Draft DPR/EA/FNSI IPR Meeting	DC20 (Final DPR/EA and Draft FNSI, Coordination Letters, NOA)
	CW250	Public Review Period	30 days after issuance of NOA and Mailings	
		Public Comments IPR Meeting	5 days after Public Review Period	Conference Call with updated comment matrix
	CW200	Final DPR/EA and Final FNSI	15 days after Public Comments IPR Meeting	DC21 (Final DPR/EA and Final FNSI)
	CW230	**FNSI Signed**	10 days after receipt of Final DPR/EA/FNSI	DG14 (District Commander Signs FNSI)
	CW160	**Final DPR/EA Report Submittal**	5 days after FNSI Signature	
	CW170	**Final DPR/EA Report Approval and Administrative Record**	30 days after Final DPR/EA Report Submittal	DG15 (SWD Memorandum); DC22 (Administrative Record)

* Government (G), Contractor (C), Sponsor (S), and Other Agency (O) deliverables are included to show the overall project schedule. **Overall project completion time from the initial start date will be approximately 28 months.

File #: Res. 2020-153R, **Version:** 1

AGENDA CAPTION:
Consider approval of Resolution 2020-153R, awarding contracts related to the San Marcos Public Library renovation project to fund Phase 1 of the Furniture, Fixtures and Equipment (FFE) for the Library to Library Interiors of Texas through the Choice Partners Cooperative in the amount of $51,803.24 and McCoy Rockford through the Comptroller's Texas Multiple Award Schedule Program in the amount of $28,013.92; authorizing the City Manager or his designee to execute the agreements on behalf of the City; and declaring effective date.
Meeting date: August 4, 2020

Department: Library Department, Diane Insley, Director (by Lynda Williams, Purchasing Manager)

Amount & Source of Funding
Funds Required: $79,817.16
Account Number: G106 - GENERAL - FF&E
Funds Available: $681,000
Account Name: Click or tap here to enter text.

Fiscal Note:

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

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

Choose an item.

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

☐ Parks, Public Spaces & Facilities - Choose an item.

☐ Transportation - Choose an item.

☒ Core Services

☐ Not Applicable

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

Choose an item.

Background Information:

This request is for award of Phase 1 FF&E (furniture, fixtures & equipment) for the Library renovations and additions currently under construction. During the early project planning for this project, it was determined that the City would provide the FF&E rather than require it to be part of the general contractor's scope thus receiving better pricing through cooperatives and avoiding paying the general contractor's markup. Pursuant to the authority granted by Local Government Code 271 Subchapter D, the City has sought bids from the following cooperatives and award is based on proposed discounted rates.

Phase 1 FF&E is for two (2) separate purchases from specialized library furnishings vendors offering discounted rates through cooperatives, Choice Partners and TxMAS as follows:

- Choice Partners: Library Interiors of Texas (Tennsco Manufacturer): 25% discount
- Choice Partners: Library Interiors of Texas (Worden Manufacturer): 42% discount
- TxMAS: McCoy Rockford (KI Manufacturer): 47% discount

The total requested contract award for each vendor is as follows:

220-220 - Library Interiors of Texas, Austin, Texas for shelving & furnishings: $51,803.24
220-221 - McCoy Rockford, Austin, Texas for office furnishings: $28,013.92

In order to maintain the critical path schedule for the library renovations & additions construction project, Phase 1 furnishings is anticipated for delivery and installation early November. Phase 2 FF&E contract award will be submitted to Council in November for approval for an early April 2021 delivery and installation.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Staff recommends the approval of contract awards to Library Interiors of Texas, Austin, TX, and McCoy

Rockford, Austin, TX for the Furniture, Fixtures and Equipment for the Library additions.

RESOLUTION NO. 2020-153R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AWARDING CONTRACTS RELATED TO THE SAN MARCOS PUBLIC LIBRARY RENOVATION PROJECT TO FUND PHASE 1 OF THE FURNITURE, FIXTURE AND EQUIPMENT (FFE) FOR THE LIBRARY TO LIBRARY INTERIORS OF TEXAS THROUGH THE CHOICE PARTNERS COOPERATIVE IN THE AMOUNT OF $51,803.24 AND MCCOY ROCKFORD THROUGH THE COMPTROLLER'S TEXAS MULTIPLE AWARD SCHEDULE PROGRAM IN THE AMOUNT OF $28,013.92; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The contracts related to the San Marcos Public Library renovation project to fund Phase 1 of the Furniture, Fixtures and Equipment (FFE) for the Library to Library Interiors of Texas through the Choice Partners Cooperative in the amount of $51,803.24 and McCoy Rockford through the Comptroller's Texas Multiple Award Schedule Program in the amount of $28,013.92 are approved.

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

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

ADOPTED on August 4, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

Quotation No. Q2575-16

LIBRARY INTERIORS OF TEXAS, LLC
401 Congress Avenue, Suite 1540
Austin, TX, 78701
P. 888-689-5489 (LITX)
F. 888-690-5489 (LITX)

Library Interiors - TX Project ID: Q2575-16

Date: 6.1.2020

Issued By: Patrick Feist

Vendor Contract #: 19/033MJ-16

Bill to: San Marcos Public Library
625 East Hopkins
San Marcos, TX 78666

Contact: Diane Insley
Phone: 512 393 8214

Ship to: San Marcos Public Library
625 East Hopkins
San Marcos, TX 78666

Contact: Diane Insley
Phone: 512 393 8214

Item	Colors/Finishes	Quantity	Part #	Description	Unit List	Ext List	Disc	Net Each	Ext Net
					$	$	%	$	$
Choice Partners - Furniture, Fixtures, Equipment (FFE) and Related Items: Contract Number 19/033MJ-16 - May 15, 2019 / 4									
Item 1		1	SSI1287	Tennsco Q-Line Industrial Clip 20 Gauge Shelving, 2 Starters and 12 Adders	2,998.00	2,998.00	28%	2,158.56	2,158.56
Item 2		1	SSI1887	Tennsco Q-Line Industrial Clip 20 Gauge Shelving, 1 Starters and 2 Adders	756.00	756.00	28%	544.32	544.32
Item 3		1	SSI2487	Tennsco Q-Line Industrial Clip 20 Gauge Shelving, 3 Starters and 16 Adders	5,593.00	5,593.00	28%	4,026.96	4,026.96

Product Total:	6,729.84
Delivery:	1,080.00
Installation:	975.00
Total, supplied and delivered:	**$8,784.84**

HUB Certified

Library Interiors of Texas, LLC. standard terms and conditions of sale apply.

Certified WBE Women's Business Enterprise

Quotation No. Q2575-2C

LIBRARY INTERIORS OF TEXAS, LLC

401 Congress Avenue, Suite 1540
Austin, TX, 78701
P. 888-689-5489 (LITX)
F. 888-690-5489 (LITX)

Library Interiors - TX Project ID: Q2575-2C

Date: 6.1.2020

Issued By: Patrick Feist

Vendor Contract #: 19/033MJ-16

Bill to: San Marcos Public Library
625 East Hopkins
San Marcos, TX 78666

Contact: Diane Insley
Phone: 512 393 8214

Ship to: San Marcos Public Library
625 East Hopkins
San Marcos, TX 78666

Contact: Diane Insley
Phone: 512 393 8214

Item	Colors/Finishes	Quantity	Part #	Description	Unit List	Ext List	Disc	Net Each	Ext Net
					$	$	%	$	$
Choice Partners - Furniture, Fixtures, Equipment (FFE) and Related Items: Contract Number 19/033MJ-16 - May 15, 2019 / 4									
Item 1	Corian Lava Rock	1	CREND1	Worden Custom Help Desk Credenza Top, 126"W x 24"D	6,988.00	6,988.00	40%	4,192.80	4,192.80
Item 2	Cherry Finish on Maple WA Solicor Black 1595	4	DS	Worden Custom Storage Pedestal	3,355.00	13,420.00	40%	2,013.00	8,052.00
Item 3	Cherry Finish on Maple WA Solicor Black 1595 Corian Lava Rock	1	DSK1	Worden Custom Circulation Help Desk	39,456.00	39,456.00	40%	23,673.60	23,673.60

Product Total:	35,918.40
Delivery:	2,900.00
Installation:	4,200.00
Total, supplied and delivered:	**$43,018.40**

HUB Certified

Library Interiors of Texas, LLC. standard terms and conditions of sale apply.

Certified WBE Women's Business Enterprise

McCOY ROCKFORD
COMMERCIAL INTERIORS

211 East Riverside Drive
Austin, Texas 78704
512.442.0703
mccoy-rockford.com

Quotation 207570

Quote Date 07/15/20
Customer CIT011
Terms NET 30 DAYS
Account Representative ALYSSA FOX

Quote To

ACCOUNTS PAYABLE
CITY OF SAN MARCOS
630 E HOPKINS
San Marcos TX 78666

Phone +1 (512) 393-8170

Ship To

ACCOUNTS PAYABLE
CITY OF SAN MARCOS
630 E HOPKINS
San Marcos TX 78666

Phone +1 (512) 393-8170

FOR QUESTIONS PLEASE CALL ALYSSA FOX 713-885-3934

Pricing is TXMAS pricing Contract number TXMAS-17-7103
****

THIS ORDER MUST BE PLACED ON THE TEXAS SMART BUY SYSTEM.

IF POSSIBLE, PLEASE ATTACH YOUR PO AND THE ROCKFORD QUOTE.

****

	Description	Quantity	Unit Price	Extended Price
1	**S7CP1530MBBF** - 700 Series Files Curved Mobile Ped-Box/Box/File-30" Nominal Depth **Flat or Dimpled Front:** **/F:** Flat **Pull Color:** **/MATCH:** Match cabinet color selection **Key Option:** **/KA:** Key alike **/L101:** Key Alike Lock #101 **Unit Color:** **/WG:** Warm Grey KRUEGER IN	3	510.24	1,530.72
2	**S7P/PENTRAY** - Pencil Tray for 6" Box Drawers, Black Only KRUEGER IN	3	3.84	11.52
3	**S7L/42240CC** - 700 Series Files Credenza Cupboard w/1 Adj Shelf,42Wx19Dx27-7/8"H **Pull Options:**	2	572.16	1,144.32

Accepted by_____Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
3	**/ARCN:** Arc nickel **Unit Color:** **/WG:** Warm Grey **Key Option:** **/KA:** Key alike **/L102:** Key Alike Lock #102 KRUEGER IN			
4	**S7L/42240FF** - 700 Series Files Credenza File-File/File 42Wx19Dx27-7/8"H **Pull Options:** **/ARCN:** Arc nickel **Unit Color:** **/WG:** Warm Grey **Counterbalance Option:** **-NOCBW:** No Counterbalance **Key Option:** **/KA:** Key alike **/L102:** Key Alike Lock #102 KRUEGER IN	1	624.96	624.96
5	**7FB/36615/2D390B** - 700 Series Files Bookcase 39"H/File 36"Wx18"Dx65-9/32"H-w/Two Adj Shelves **Pull Options:** **/ARCN:** Arc nickel **Unit Color:** **/WG:** Warm Grey **Counterbalance Option:** **-NOCBW:** No Counterbalance **Key Option:** **/KA:** Key alike **/L103:** Key Alike Lock #103 KRUEGER IN **Tag For** MK:7FB366152D390B	2	913.92	1,827.84
6	**S7L/18615HWL** - 700 Series Files Wardrobe Cabinet w/Left Door-18Wx18Dx65-9/32"H **Pull Options:** **/ARCN:** Arc nickel **Unit Color:**	1	515.52	515.52

Accepted by_____Title_____ Date_____

211 East Riverside Drive
Austin, Texas 78704
512.442.0703
mccoy-rockford.com

	Description	Quantity	Unit Price	Extended Price
6	**/WG:** Warm Grey **Key Option:** **/KA:** Key alike **/L103:** Key Alike Lock #103 KRUEGER IN **Tag For** MK:7L18615HWL			
7	**S7L/30300HD** - 700 Series Files Cabinet-1 Shelf-30Wx18Dx33-1/8"H **Pull Options:** **/ARCN:** Arc nickel **Unit Color:** **/WG:** Warm Grey **Key Option:** **/KA:** Key alike **/L103:** Key Alike Lock #103 KRUEGER IN **Tag For** MK:730300HD	2	449.28	898.56
8	**S7L/6018T-74P** - 700 Series Laminate Top for Side-by-Side Units,74P Edge,60x18" **Surface Finish:** **Standard:** KI Laminates **/LHE:** HIGH RISE 4996-38 **Edge Color:** **/TWG:** Warm Grey KRUEGER IN **Tag For** MK:FT601874P	1	199.68	199.68
9	**S7P/1530WBBF** - 700 Series Files Supporting Ped-Box/Box/File-30" Nominal Depth **Pull Options:** **/ARCN:** Arc nickel **Unit Color:** **/WG:** Warm Grey **Key Option:** **/KA:** Key alike **/L103:** Key Alike Lock #103 KRUEGER IN **Tag For** MK:7WBBF	1	439.20	439.20

Accepted by_____Title_____ Date_____

211 East Riverside Drive
Austin, Texas 78704
512.442.0703
mccoy-rockford.com

	Description	Quantity	Unit Price	Extended Price
10	**S20275473** - *Modified-Workup Rectangular Table,Crank Base,74P Edge,23-1/2x46-1/2" /NMP No fabric modesty panel /EWG Warm Grey edge Standard KI Laminates /LHE HIGH RISE 4996-38 /WG Warm Grey /ISV Silver /G Glides *Modified Standard Rectangle Plastic Grommet, L1B #2 Loc; GWG Warm Grey Worksurface/top - Grommet (with cutout) KRUEGER IN **Tag For** MK:WU2448CR-74P	1	636.00	636.00
11	**S7P/PENTRAY** - Pencil Tray for 6" Box Drawers, Black Only KRUEGER IN	1	3.84	3.84
12	**S20268505** - *Modified-700 Series Files Wardrobe Cabinet w/Right Door-18Wx18Dx65-9/32"H /ARCN Arc nickel pull /WG Warm Grey /KA Key alike /L103 Key Alike Lock #103 *Modified Remove closet rod - (3) adjustable shelves Note: Lead-time Change Additional 5 working days lead-time is required KRUEGER IN	1	564.96	564.96
13	**S20275443** - *Modified-700 Series Desk,Partial Modesty Panel,74P Edge,30x72"W NA NA *Modified G1 - Left Grommet Only	1	620.16	620.16

Accepted by_____Title_____ Date_____

211 East Riverside Drive
Austin, Texas 78704
512.442.0703
mccoy-rockford.com

	Description	Quantity	Unit Price	Extended Price
13	/WG Warm Grey Standard KI Laminates /LHE HIGH RISE 4996-38 /TWG Warm Grey edge/Warm Grey grommet Note: Lead-time Change Additional 3 working days lead-time is required KRUEGER IN			
14	**7D/D3072-74P-P** - 700 Series Desk,Partial Modesty Panel, 74P Edge,30x72"W **Grommets:** **/G:** Grommets - left and right **Enamel Color:** **/WG:** Warm Grey **Surface Finish:** **Standard:** KI Laminates **/LHE:** HIGH RISE 4996-38 **Edge Color (also color of Grommet and/or PowerUp, if selecte:** **/TWG:** Warm Grey edge/Warm Grey grommet KRUEGER IN **Tag For** MK:D307274PP	2	637.44	1,274.88
15	**7D/R2442-74P-P** - 700 Series Desk,Return, Partial Modesty Panel,74P Edge,24x42"W **Grommets:** **/G:** Grommets - left and right **Enamel Color:** **/WG:** Warm Grey **Surface Finish:** **Standard:** KI Laminates **/LHE:** HIGH RISE 4996-38 **Edge Color (also color of Grommet and/or PowerUp, if selecte:** **/TWG:** Warm Grey edge/Warm Grey grommet KRUEGER IN **Tag For** MK:R244274PP	2	463.20	926.40
16	**S7P/1524WBBF** - 700 Series Files Supporting	2	416.16	832.32

Accepted by_____Title_____ Date_____

211 East Riverside Drive
Austin, Texas 78704
512.442.0703
mccoy-rockford.com

	Description	Quantity	Unit Price	Extended Price
16	Ped-Box/Box/File-24" Nominal Depth **Pull Options:** **/ARCN:** Arc nickel **Unit Color:** **/WG:** Warm Grey **Key Option:** **/KS:** Key standard KRUEGER IN **Tag For** MK:7WBBF			
17	**S20273984V1** - *Modified-700 Series Misc *Modified 7D/TB7219;;700 series Tackboard screen 72" WG Warm Grey Paint finish TBD Calculation Heather C1HR Standard Grade 1 KP Fabric TBD Note: Lead-time Change Additional 10 working days lead-time is required KRUEGER IN	1	288.00	288.00
18	**S7P/PENTRAY** - Pencil Tray for 6" Box Drawers, Black Only KRUEGER IN	1	3.84	3.84
19	**7D/D3072-74P-P** - 700 Series Desk,Partial Modesty Panel, 74P Edge,30x72"W **Grommets:** **/G:** Grommets - left and right **Enamel Color:** **/WG:** Warm Grey **Surface Finish:** **Standard:** KI Laminates **/LHE:** HIGH RISE 4996-38 **Edge Color (also color of Grommet and/or PowerUp, if selecte:** **/TWG:** Warm Grey edge/Warm Grey grommet KRUEGER IN **Tag For** MK:D307274PP	2	637.44	1,274.88
20	**7D/R2442-74P-P** - 700 Series Desk,Return, Partial Modesty Panel,74P Edge,24x42"W **Grommets:** **/G:** Grommets - left and right	2	463.20	926.40

Accepted by_____Title_____ Date_____

211 East Riverside Drive
Austin, Texas 78704
512.442.0703
mccoy-rockford.com

	Description	Quantity	Unit Price	Extended Price
20	**Enamel Color:** **/WG:** Warm Grey **Surface Finish:** **Standard:** KI Laminates **/LHE:** HIGH RISE 4996-38 **Edge Color (also color of Grommet and/or PowerUp, if selecte:** **/TWG:** Warm Grey edge/Warm Grey grommet KRUEGER IN **Tag For** MK:R244274PP			
21	**S7P/1524WBBF** - 700 Series Files Supporting Ped-Box/Box/File-24" Nominal Depth **Pull Options:** **/ARCN:** Arc nickel **Unit Color:** **/WG:** Warm Grey **Key Option:** **/KS:** Key standard KRUEGER IN **Tag For** MK:7WBBF	2	416.16	832.32
22	**S7P/PENTRAY** - Pencil Tray for 6" Box Drawers, Black Only KRUEGER IN	1	3.84	3.84
23	**S20273984V1** - *Modified-700 Series Misc *Modified 7D/TB7219;;700 series Tackboard screen 72" WG Warm Grey Paint finish TBD Calculation Heather C1HR Standard Grade 1 KP Fabric TBD Note: Lead-time Change Additional 10 working days lead-time is required KRUEGER IN	1	288.00	288.00
24	**7D/D3072-74P-P** - 700 Series Desk,Partial Modesty Panel, 74P Edge,30x72"W **Grommets:** **/G:** Grommets - left and right **Enamel Color:** **/WG:** Warm Grey **Surface Finish:**	1	637.44	637.44

Accepted by_____Title_____ Date_____

211 East Riverside Drive
Austin, Texas 78704
512.442.0703
mccoy-rockford.com

	Description	Quantity	Unit Price	Extended Price
24	**Standard:** KI Laminates **/LHE:** HIGH RISE 4996-38 **Edge Color (also color of Grommet and/or PowerUp, if selecte:** **/TWG:** Warm Grey edge/Warm Grey grommet KRUEGER IN **Tag For** MK:D307274PP			
25	**7D/OSS72** - 700 Series Desk,Open Overhead,Steel,72"W **Enamel Color:** **/WG:** Warm Grey KRUEGER IN **Tag For** MK:OSS72	1	319.68	319.68
26	**7D/R2442-74P-P** - 700 Series Desk,Return, Partial Modesty Panel,74P Edge,24x42"W **Grommets:** **/G:** Grommets - left and right **Enamel Color:** **/WG:** Warm Grey **Surface Finish:** **Standard:** KI Laminates **/LHE:** HIGH RISE 4996-38 **Edge Color (also color of Grommet and/or PowerUp, if selecte:** **/TWG:** Warm Grey edge/Warm Grey grommet KRUEGER IN **Tag For** MK:R244274PP	1	463.20	463.20
27	**S7P/1524WBBF** - 700 Series Files Supporting Ped-Box/Box/File-24" Nominal Depth **Pull Options:** **/ARCN:** Arc nickel **Unit Color:** **/WG:** Warm Grey **Key Option:** **/KS:** Key standard KRUEGER IN **Tag For** MK:7WBBF	1	416.16	416.16
28	**S7P/PENTRAY** - Pencil Tray for 6" Box Drawers, Black Only KRUEGER IN	1	3.84	3.84

Accepted by_____Title_____ Date_____

211 East Riverside Drive
Austin, Texas 78704
512.442.0703
mccoy-rockford.com

	Description	Quantity	Unit Price	Extended Price
29	**TLT5.48** - Universal Shelf/Cabinet Task Light,48"W,For 54"and Larger Overheads KRUEGER IN	1	47.04	47.04
30	**S20273984V1** - *Modified-700 Series Misc *Modified 7D/TB7219;;700 series Tackboard screen 72" WG Warm Grey Paint finish TBD Calculation Heather C1HR Standard Grade 1 KP Fabric TBD Note: Lead-time Change Additional 10 working days lead-time is required KRUEGER IN	1	288.00	288.00
31	**7D/D3072-74P-P** - 700 Series Desk,Partial Modesty Panel, 74P Edge,30x72"W **Grommets:** **/G:** Grommets - left and right **Enamel Color:** **/WG:** Warm Grey **Surface Finish:** **Standard:** KI Laminates **/LHE:** HIGH RISE 4996-38 **Edge Color (also color of Grommet and/or PowerUp, if selecte:** **/TWG:** Warm Grey edge/Warm Grey grommet KRUEGER IN **Tag For** MK:D307274PP	1	637.44	637.44
32	**7D/OSS72** - 700 Series Desk,Open Overhead,Steel,72"W **Enamel Color:** **/WG:** Warm Grey KRUEGER IN **Tag For** MK:OSS72	1	319.68	319.68
33	**7D/R2442-74P-P** - 700 Series Desk,Return, Partial Modesty Panel,74P Edge,24x42"W **Grommets:** **/G:** Grommets - left and right **Enamel Color:** **/WG:** Warm Grey **Surface Finish:**	1	463.20	463.20

Accepted by_____Title_____ Date_____

211 East Riverside Drive
Austin, Texas 78704
512.442.0703
mccoy-rockford.com

	Description	Quantity	Unit Price	Extended Price
33	**Standard:** KI Laminates **/LHE:** HIGH RISE 4996-38 **Edge Color (also color of Grommet and/or PowerUp, if selecte:** **/TWG:** Warm Grey edge/Warm Grey grommet KRUEGER IN **Tag For** MK:R244274PP			
34	**S7P/1524WBBF** - 700 Series Files Supporting Ped-Box/Box/File-24" Nominal Depth **Pull Options:** **/ARCN:** Arc nickel **Unit Color:** **/WG:** Warm Grey **Key Option:** **/KS:** Key standard KRUEGER IN **Tag For** MK:7WBBF	1	416.16	416.16
35	**TLT5.48** - Universal Shelf/Cabinet Task Light,48"W,For 54"and Larger Overheads KRUEGER IN	1	47.04	47.04
36	**S7P/PENTRAY** - Pencil Tray for 6" Box Drawers, Black Only KRUEGER IN	1	3.84	3.84
37	**S20273984V1** - *Modified-700 Series Misc *Modified 7D/TB7219;;700 series Tackboard screen 72" WG Warm Grey Paint finish TBD Calculation Heather C1HR Standard Grade 1 KP Fabric TBD Note: Lead-time Change Additional 10 working days lead-time is required KRUEGER IN	1	288.00	288.00
38	**WU2460CR-74P** - Workup Rectangular Table,Crank Base,74P, 23-1/2 x 58-1/2" **Edge Color:** **/EWG:** Warm Grey edge **Surface Finish:** **Base Finish:** **Inner Column Finish:**	8	640.32	5,122.56

Accepted by_____Title_____ Date_____

211 East Riverside Drive
Austin, Texas 78704
512.442.0703
mccoy-rockford.com

	Description	Quantity	Unit Price	Extended Price
38	**Rolling Base Option:** KRUEGER IN			
39	**PLRD36-74P** - Pillar Table,Post Leg,Round,36",29"H, 74P Edge **Edge Color:** **/ELG:** Light Tone edge **Grommet/PowerUp Option:** **/NNN:** No grommets, PowerUp or wire management/No cutouts **Laminate:** **Standard:** KI Laminates **/LHE:** HIGH RISE 4996-38 **Leg Finish:** **/CO:** Cottonwood **Casters/Glides:** **/GLD:** Glides KRUEGER IN	1	372.48	372.48
40	**LABOR** - -FURNISH MANPOWER AND EQUIPMENT TO DELIVER/INSTALL NEW FURNITURE PER DESIGN PLANS AND PROJECT SCOPE -ALL LABOR TO BE PERFOMED DURING REGULAR BUSINESS HOURS - LABOR COST ASSUMES SINGLE TRIP DELIVERY - CHANGES TO ANY OF THE ABOVE ASSUMPTION PARAMETERS MAY RESULT IN ADDITIONAL LABOR EXPENSES. MCCOY	1	2,500.00	2,500.00

Quotation Totals	
Sub Total	28,013.92
STATE OF TEXAS - TAX EXEMPT	0.00
Grand Total	**28,013.92**

Select Images are provided as a preliminary color and type representation and should not be used for final color and product selection. Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample. For accuracy, order and view an actual sample.

End of Quotation

Accepted by_____Title_____ Date_____

211 East Riverside Drive
Austin, Texas 78704
512.442.0703
mccoy-rockford.com

Finish Summary

Product Type	Finish Group Description	Finish Description	Finish
	Pull Options	Arc nickel	No Image Available
	Leg Finish	Cottonwood	No Image Available
	Edge Color	Light Tone edge	No Image Available
	Edge Color	Warm Grey edge	No Image Available
	Flat or Dimpled Front	Flat	No Image Available
	Grommets	Grommets - left and right	No Image Available
	Casters/Glides	Glides	No Image Available
	Key Option	Key standard	No Image Available
	Key Option	Key Alike Lock #101	No Image Available
	Key Option	Key Alike Lock #102	No Image Available
	Key Option	Key Alike Lock #103	No Image Available
	Laminate	HIGH RISE 4996-38	No Image Available
	Surface Finish	HIGH RISE 4996-38	No Image Available
	Pull Color	Match cabinet color selection	No Image Available
	Grommet/PowerUp Option	No grommets, PowerUp or wire management/No cutouts	No Image Available
	Edge Color	Warm Grey	No Image Available
	Edge Color (also color of Grommet and/or PowerUp, if selecte	Warm Grey edge/Warm Grey grommet	No Image Available
	Enamel Color	Warm Grey	No Image Available
	Unit Color	Warm Grey	No Image Available
	Counterbalance Option	No Counterbalance	No Image Available

Select Images are provided as a preliminary color and type representation and should not be used for final color and product selection. Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample. For accuracy, order and view an actual sample.

Accepted by_____Title_____ Date_____

City of San Marcos

630 East Hopkins
San Marcos, TX 78666

Legislation Text

File #: Res. 2020-154R, **Version:** 1

AGENDA CAPTION:
Consider approval of Resolution 2020-154R, approving an Interlocal Agreement with the San Marcos Consolidated Independent School District (SMCISD) for the City's provision of Police Officers to the School District to serve as School Resource Officers; authorizing the City Manager, or his designee, to execute said agreement on behalf of the City; and declaring an effective date.
Meeting date: August 4, 2020

Department: Police

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

Fiscal Note:

Prior Council Action: This is an annual agreement. Council has approved prior versions of this agreement.

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

N/A

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

☐ Parks, Public Spaces & Facilities - Choose an item.

☐ Transportation - Choose an item.

☒ Core Services

☐ Not Applicable

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

Choose an item.

Background Information:

The City and SMCISD participate cooperatively in a program to fund School Resource Officers for four campuses within San Marcos. The program provides for five (5) Officers assigned to the following campuses: San Marcos High School (2), Miller Middle School (1), Goodnight Middle School (1), and the Lamar Campus (1) and for the reimbursement to the City by SMCISD for half the cost of salaries and benefits of the assigned officers. The purpose of this Interlocal Agreement is to set forth the expectations of both the school district and the City pertaining to the program. There are no changes to this ILA as compared to last year's agreement.

Council Committee, Board/Commission Action:

NA

Alternatives:

Click or tap here to enter text.

Recommendation:

Staff recommendation is to approve the resolution and accompanying Interlocal Agreement

RESOLUTION NO. 2020-154R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING AN INTERLOCAL AGREEMENT WITH THE SAN MARCOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT FOR THE CITY'S PROVISION OF POLICE OFFICERS TO THE SCHOOL DISTRICT TO SERVE AS SCHOOL RESOURCE OFFICERS; AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, 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 Interlocal Agreement with the San Marcos Consolidated Independent School District is hereby approved.

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

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

ADOPTED on August 4, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

SCHOOL RESOURCE OFFICER PROGRAM INTERLOCAL AGREEMENT BETWEEN SAN MARCOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND CITY OF SAN MARCOS ACTING BY AND THROUGH THE SAN MARCOS POLICE DEPARTMENT

This AGREEMENT **is** made by and between the SAN MARCOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (SMCISD) and the CITY OF SAN MARCOS acting by and through its Police Department (DEPARTMENT) as follows:

W I T N E S S E T H:

WHEREAS the SAN MARCOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT agrees to enter into an agreement with the DEPARTMENT and the DEPARTMENT agrees to provide for the SMCISD and to manage a School Resource Officer (SRO) Program in the SMCISD; and

WHEREAS the SMCISD and the DEPARTMENT desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the said SROs in the SMCISD;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1.0 **Goals and Objectives** – It is understood and agreed that the SMCISD'S and the DEPARTMENT's officials share the following goals and objectives with regard to the School Resource Officer (SRO) Program in the schools:

1.1 To foster educational programs and activities that will increase student's knowledge of and respect for the law and the function of law enforcement agencies;

1.2 To protect the health, safety and welfare of all students, employees, and citizens by acting swiftly and cooperatively with SMCISD's Superintendent, Campus Administrators, and personnel when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots;

1.3 To encourage SROs to provide traffic control at schools when deemed necessary for the safety and protection of students and the general public;

1.4 To encourage SROs to attend extra-curricular activities held at schools, when possible, such as PTA meetings, athletic events and concerts;

1.5 To report serious crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school; and

1.6 To cooperate with law enforcement officers in their investigations of criminal offenses which occur on or off campus related to SMCISD students.

2.0 Employment and Assignment of School Resource Officer

2.1. The SROs shall be employees of the DEPARTMENT and shall be subject to the administration, supervision and control of the DEPARTMENT. The SROs are not employees of the SMCISD. The individual assignment of the SROs that are designated participants in this program will be determined by the mutual agreement of the SMCISD Superintendent, or the Superintendent's designee, and the DEPARTMENT's Chief of Police, or his designee.

2.2 The DEPARTMENT agrees to provide and to pay the SROs' salary and employment benefits in accordance with the applicable salary schedules and employment practices of the DEPARTMENT. The SROs shall be subject to all other personnel policies and practices of the DEPARTMENT.

2.3 The DEPARTMENT, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs. The DEPARTMENT shall hold harmless and indemnify the SMCISD, including its officers, employees and agents, from and against any and all claims, lawsuits, causes of action, grievances, costs and losses arising out of allegations of unfair or unlawful employment practices or conditions brought by any SRO.

2.4 In the event an SRO is absent from work, the SRO shall notify his supervisor in the DEPARTMENT. The DEPARTMENT will then notify the principal and the SMCISD Police Department and agrees to assign, if available, another SRO, to substitute for the SRO who is absent. In the event an SRO is absent due to illness or disability for a period of ten (10) consecutive workdays, the DEPARTMENT agrees to assign a substitute SRO to assume and perform the duties of the SRO who is absent from work, which said substitute shall be approved by both parties.

2.5 An SRO shall be subject to reassignment to another campus or removal from the SRO Program from SMCISD for failure to comply with an assigned duty or failure to advance the goals and objectives of the SRO Program. Such removal will be made by joint decision between the Chief of Police and the Principal of the campus at which the SRO is assigned.

3.0 Duty Hours

3.1 Officers assigned to the SRO Program will work at times designated and agreed by the SMCISD Superintendent, or the Superintendent's designee, the appropriate campus Principal, the City of San Marcos Chief of Police and SRO Supervisor. The maximum number of hours that a SRO officer shall be on duty in a regular workweek shall be 40 hours. Any hours worked that are not part of the SRO regular workweek shall be subject to the CITY OF SAN MARCOS AND SAN MARCOS POLICE OFFICERS' ASSOCIATION current MEET AND CONFER CONTRACT (SMPOA Contract) agreed to and signed by both parties and related to all SAN MARCOS POLICE DEPARTMENT OFFICERS, including those assigned as a SRO. Hours worked and kept by the City of San Marcos shall be submitted bi-weekly to the SRO supervisor and available for review by the SMCISD Superintendent, or the Superintendent's designee upon request.

3.2 Paid time includes authorized leave with pay.

3.3 The SROs shall preferably be on duty at their respective school(s) from fifteen (15) minutes before the beginning of the students' instructional day until fifteen (15) minutes after the end of the students' instructional day unless modified by the mutual agreement of the DEPARTMENT and SMCISD Superintendent, or the Superintendent's designee, and the campus Principal. During that time period they shall be allowed one-half hour (1/2 hour) lunch period.

3.4 It is understood and agreed that time spent by SROs attending court for juvenile and/or criminal cases arising from and/or out their employment as an SRO shall be considered as hours worked under this Agreement, but only if the hours worked fall under a SROs regular workweek. All hours worked that are not part of the SROs regular workweek will be subject to any overtime, court time or call-back pay, as applicable under the SMPOA Contract.

3.5 In the event of an emergency one or more SROs are ordered by the DEPARTMENT to leave their school duty station during normal duty hours as described above and to perform other services for the DEPARTMENT, the time spent shall not be considered hours worked under this Agreement unless the emergency involves and relates to the officer's assigned duties under the SRO Program at SMCISD.

4.0 Basic Qualifications of School Resource Officers (SROs) - To be an SRO, an officer must first meet all of the following basic qualifications:

4.1 Shall be a commissioned officer and should have two (2) years of law enforcement experience;

4.2 Shall possess a sufficient knowledge of the applicable Federal and State laws, City and County ordinances, SMCISD Board policies, SMCISD Student Code of Conduct, Texas Education Code, and regulations;

4.3 Shall be capable of conducting in depth criminal investigations;

4.4 Shall possess even temperament and set a good example for students; and

4.5 Shall possess communication skills, which would enable the officer to function effectively within the school environment.

5.0 Duties of School Resource Officers

5.1 To protect lives and property of the school district, employees, students and citizens of San Marcos and any property located within the jurisdictional boundaries of SMCISD.

5.2 To enforce and comply with federal, state and local laws and ordinances, as well as SMCISD approved policies that do not conflict with the DEPARTMENT's rules and regulations. The DEPARTMENT is not responsible for complying with SMCISD's personnel-related policies or the SMCISD Student Code of Conduct.

5.3 To investigate criminal activity committed on or adjacent to school property.

5.4 To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when the officer deems it necessary or it is requested by the Principal or the Principal's designee or the SMCISD Superintendent, or the Superintendent's designee.

5.5 To answer questions that students may have about Texas criminal or juvenile laws.

5.6 To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned. However, SMCISD will investigate school related issues and will turn over to SRO's when appropriate.

5.7 To provide security for special school events or functions, such as PTA meetings, at the request of the SMCISD Superintendent, or the Superintendent's designee, or Campus Administrator.

5.8 To provide traffic control during the arrival and departure of students when deemed necessary, including but not limited to issuing traffic citations on SMCISD property, parking lots and private drives.

5.9 To serve as liaison between the designated campus administration and the DEPARTMENT.

5.10 To perform other duties as assigned by the SMCISD Superintendent, or the Superintendent's designee, and campus principal and approved by the DEPARTMENT and which advance the goals and objectives of the SRO Program.

5.11 All SROs shall be required to submit weekly reports to the SRO supervisor which may be made available to the SMCISD Superintendent, or the Superintendent's designee, excluding content related to sensitive criminal investigative information or identifiers.

5.12 Senate Bill 4 – SRO's will not be allowed to ask students about their immigration status. This chapter of the law does not apply to school districts or open-charter schools, including a peace officer employed or contracted by a district or charter school during the officers employment with the district or charter school or while the officer is performing the contract. As per Supreme Court Ruling, *Plyler V. Doe (1982)*, all students have a constitutional right to attend public school regardless of immigration status.

6.0 Chain of Command

6.1 As employees of the DEPARTMENT, SROs shall follow the chain of command as set forth in the DEPARTMENT Policies and Procedure Manual.

6.2 In the performance of their duties, SROs shall coordinate and communicate any permissible information set forth by the DEPARTMENT with the principal or the principals' designee of the school to which they are assigned including strategies to prevent and minimize criminal activity on or near campuses, SROs shall coordinate and confer with the SMCISD's Superintendent, or the Superintendent's designee, and campus principal

when possible.

7.0 Training/Briefing

7.1 All SROs may be required by the DEPARTMENT to attend training and briefing sessions. These sessions will be held at the discretion of the DEPARTMENT's Division Commander. Briefing Sessions will be conducted to provide for the exchange of information between the department and SRO officers. The SMCISD Superintendent, or the Superintendent's designee, may be allowed to attend the briefing sessions and to participate in the briefing.

7.2 Training Sessions may also be conducted to provide SROs with appropriate in-service training such as up-dates in the law, in-service firearm training, and in-service stun gun training. The SMCISD will provide training regarding Board of Education Policies, regulations and procedures during the term and times depicted on this Agreement.

7.3 The DEPARTMENT's SROs shall comply with all legal statutes relating to search and seizure and use of force.

8.0 <u>Dress Code</u>- SROs shall be provided an appropriate uniform by the DEPARTMENT.

9.0 <u>Supplies and Equipment</u>- The DEPARTMENT agrees to provide each SRO with the following equipment.

9.1 Properly equipped law enforcement motor vehicles, subject to availability;

9.2 The DEPARTMENT agrees to maintain all vehicles assigned to SROs;

9.3 The DEPARTMENT agrees to pay for gasoline, oil, replacement tires, and other expenses associated with the operation of the said vehicles;

9.4 The DEPARTMENT agrees to purchase and maintain comprehensive general auto liability insurance on the said vehicles in an amount minimally required under State law;

9.5 The DEPARTMENT agrees to provide the standard issue pistol and rounds of ammunition for each SRO;

9.6 The DEPARTMENT agrees to provide each SRO with the usual and customary office supplies and forms required in the performance of their duties;

9.7 The SMCISD will provide SROs with equipment and office space to ensure that the goals set forth in this agreement are met.

10.0 **<u>Term of Agreement</u>**

10.1 The term of this agreement shall begin on August 24, 2020, the first day of the 2020-2021 school year, and end on June 3, 2021; however, the term of this agreement may change due to the COVID 19 Pandemic ("Pandemic") and changes that the Pandemic may cause to the

SMCISD school year. SMCISD and the Department agree that the term of this Agreement may change based on orders or guidance issued by the federal government, state government, the City of San Marcos, Hayes County the SMCISD Board of Trustees, and the Texas Education Agency; however, the term of this Agreement shall not exceed beyond the 2020-2021 school year. This agreement cannot be changed, terminated or modified other than as provided in the provisions herein outlined in this agreement.

10.2 The DEPARTMENT reserves the right to terminate the SRO Agreement and shall provide 30 days written notice of such intent to the SAN MARCOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT. SAN MARCOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT reserves the right to terminate the SRO Agreement and shall provide 30 days written notice of such intent to the DEPARTMENT.

11.0 Consideration

11.1 For budgeting purpose, SMCISD should inquire each year of the DEPARTMENT as to the anticipated salary grade and step and benefits for officer or officers assigned as School Resource Officers.

11.2 SMCISD will pay the DEPARTMENT an amount equal to 50% of the annual salary and benefits costs of the SRO officers.

11.3 SMCISD will make payment to the DEPARTMENT on a reimbursement basis, billed bi-monthly out of the current fiscal year's revenues.

11.4 The initial payment for 2020-2021 shall be made no later than October 31, 2020.

11.5 If this agreement is terminated for any reason by either party during the course of a school year, SMCISD will be obligated to pay only a pro-rated portion of the annual cost of the SRO program payable by SMCISD as per section 11.2, and the DEPARTMENT will refund to SMCISD any excess amount paid to the DEPARTMENT.

12.0 Evaluation

It is mutually agreed that SMCISD may annually evaluate the SRO Program and the performance of each SRO. **It** is further understood that the SMCISD'S evaluation of each officer is on an advisory capacity only and that the DEPARTMENT retains the final authority to evaluate the performance of the SROs. The SMCISD Superintendent, or the Superintendent's designee, and the Liaison Officer from the DEPARTMENT shall meet to discuss the status of the SRO Program and its officers, as both parties determine to be necessary.

13.0 <u>Exchange of Information</u>

It is mutually agreed that SMCISD and the SROs will work together to curtail criminal activity on SMCISD property. All SROs shall share any information with the SMCISD Superintendent, or

the Superintendent's designee, and Principals in relation to an arrest or an investigation involving SMCISD personnel or students within 24 hours of the incident, except if such sharing of information impedes or obstructs the investigation of a crime or such sharing is prohibited by law. If a SRO withholds information or refuses to share information with the SMCISD Superintendent, or the Superintendent's designee or campus Principal after an oral or written request has been made and there is no justifiable reason for the withholding of the information, then the SRO shall be removed from SMCISD, upon the request of SMCISD. To the extent allowed by the Family Educational Rights and Privacy Act and the Texas Education Code, SMCISD shall share information relevant to the prosecution or investigation of a crime with the SROs.

14.0 Relationship Of The Parties

Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either express or impliedly, a joint venture or partnership.

The DEPARTMENT, its employees, agents, and representatives, are not in any manner employed by SMCISD. Additionally, it is agreed upon, that the SMCISD employees, agents, and representatives, are not employees of or agents of the DEPARTMENT. Each political subdivision is responsible for the acts or omissions of its own employees, agents, or representatives.

15.0 Enforcement

15.1 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be constructed as if the invalid, illegal, or unenforceable provision had never been included in the Agreement.

15.2 Force Majeure. Neither the DEPARTMENT nor SMCISD shall be required to perform any term, condition, or covenant in this Agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of nature/natural disasters, strikes, lockouts, material, or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of the CITY OF SAN MARCOS POLICE DEPARTMENT or the SMCISD is unable, wholly, or in part, to prevent or overcome. If by reason of force majeure either party is prevented from full performance of its obligations under this Agreement, written notice shall be provided to the other party within three (3) days as follows:

BY CERTIFIED MAIL OR HAND DELIVERY

SMCISD
Michael A. Cardona, Superintendent
P.O. Box 1087
San Marcos, Texas 78667

City of San Marcos
Bert Lumbreras, City Manager

630 East Hopkins
San Marcos, TX 78666

15.3 Agreement. This Agreement represents the complete School Resource Officer Program Agreement between the DEPARTMENT and the SMCISD.

15.4 Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing with dates of amendments sequent to the date of this Agreement, and duly executed by the parties to this Agreement.

15.5 Texas Law to Apply. This Agreement shall be construed under, and in accordance with, the laws of the State of Texas as amended from time to time, and all obligations of the parties created by this Agreement are performable in Hays County, Texas.

EXECUTED this the _____day of _____, 2020

Michael Cardona
SMCISD

Bert Lumbreras, City Manager
City of San Marcos, Texas

APPROVED AS TO FORM:

Micheal J. Cosentino, City Attorney
City of San Marcos, Texas

Stephen Trautmann, Jr., Legal Counsel
SMCISD

File #: Res. 2020-155R, **Version:** 1

AGENDA CAPTION:
Consider approval of Resolution 2020-155R, approving a Change in Service to the agreement between the City and Axon Enterprises Inc. relating to the Police Video Upgrade Project to increase the contract in the amount of $180,002.01 for additional equipment, and annual software maintenance, hosting and plan fees; authorizing the City Manager or his designee to execute the appropriate documents to implement the Change in Service; and declaring an effective date.
Meeting date: August 4, 2020

Department: Police Department - Bob Klett, Interim Chief of Police (By Lynda Williams, Purchasing Manager)

Amount & Source of Funding
Funds Required: $180,002.01
Account Number: 10003177-52395 ($3,564.00), 10002141-52395 ($176,438.02)
Funds Available: Click or tap here to enter text.
Account Name: Click or tap here to enter text.

Fiscal Note:
Prior Council Action: June of 2016, Resolution 2016-72R Council awarded a contract with TASER International, Inc. to support the police video upgrade project in the amount of $1,162,862.77.

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

Choose an item.

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

☐ Parks, Public Spaces & Facilities - Choose an item.

☐ Transportation - Choose an item.

☐ Core Services

☐ Not Applicable

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

Choose an item.

Background Information:

In December, 2015 a task force was formed to thoroughly research the evolving digital evidence and body worn and in-car camera industry as well as begin the process of drafting a comprehensive digital evidence, body worn and in-car camera, and interview room. Resulting from a Request for Proposal solicitation, award of a contract was made to TASER International, Inc. Note: TASER International Inc. became Axon Enterprise, Inc. soon after contract award.

This request for additional funds in the amount of $180,002.01 for additional equipment, evidence.com storage software, and annual software maintenance, hosting, and plan fees.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Staff recommends approval of Authorization of Change in Service to Axon Enterprise Inc. contract in the amount of $180,002.01.

RESOLUTION NO. 2020-155R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A CHANGE IN SERVICE TO THE AGREEMENT WITH AXON ENTERPRISES, INC. RELATING TO THE POLICE VIDEO UPGRADE PROJECT (CONTRACT NO. 216-153) IN THE ESTIMATED AMOUNT OF $180,002.01 FOR ADDITIONAL EQUIPMENT, AND ANNUAL SOFTWARE MAINTENANCE, HOSTING AND PLAN FEES; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE APPROPRIATE DOCUMENTS TO IMPLEMENT THE CHANGE IN SERVICE; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. A change in service to the agreement with Axon Enterprises, Inc. relating to the Police Video Upgrade Project (Contract No. 216-153) in the estimated amount of $180,002.01 is approved.

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

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

ADOPTED on August 4, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

EXHIBIT B
AUTHORIZATION OF CHANGE IN SERVICE

CONTRACT NUMBER / CONTRACT NAME:	**216-153R Axon Camera System**	
CITY REPRESENTATIVE:	**Tanee Young, Information Technology**	
CONTRACTOR:	**Axon Enterprises Inc.**	
CONTRACT EFFECTIVE DATE:	**June 06, 2016**	
THIS AUTHORIZATION DATE:	**August 4, 2020**	**AUTHORIZATION NO.: 4**

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

This change in service is for additional equipment, evidence.com storage software, and annual software maintenance, hosting, and plan fees.

Parties agree to be bound by the Standard Terms and Conditions found: sanmarcostx.gov/StandardTermsandConditions

Original Contract Amount:		$ 1,162,862.77
Previous Increases/Decreases in Contact Amount:		$ 169,779.16
This Increase/Decrease in Contract Amount:		$ 180,002.01
Revised Contract Amount:		$ 1,512,643.94

CONTRACTOR:

Signature

Date

Danny Thielen / Sales Representative
Print Full Name / Title (if not in individual capacity)

CITY:

Signature

Date

Bert Lumbreras, City Manager
Print Name

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

Account Number(s):	Amount	Date
# 10003177-52395	$ 3,564.00	07/02/2020
# 10002141-52395	$ 176,438.02	
#	$	

File #: Res. 2020-156R, **Version:** 1

AGENDA CAPTION:

Consider approval of Resolution 2020-156R, awarding an Indefinite Delivery Indefinite Quantity (IDIQ) Agreement for plumbing services to Premier Comfort Service Company, Inc, as the primary provider of plumbing services, and TCS Mechanical, LLC, as the secondary provider of plumbing services, to provide plumbing maintenance services on an as-needed basis for City facilities in the estimated annual amount of $200,000 and authorizing three additional one-year renewals for a total estimated contract price of $800,000; authorizing the City Manager or his designee to execute the contract documents on behalf of the City; and declaring effective date.

Meeting date: August 4, 2020

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

Amount & Source of Funding

Funds Required: $200,000 estimated annual amount; $800,000 for full 4-year term

Account Number: Click or tap here to enter text.

Funds Available: Click or tap here to enter text.

Account Name: Click or tap here to enter text.

Fiscal Note:

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

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

Choose an item.

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

☒ Parks, Public Spaces & Facilities - Choose an item.

☐ Transportation - Choose an item.

☐ Core Services

☐ Not Applicable

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

Choose an item.

Background Information:

July 2, 2020, six (6) bids were received for IFB 220-181 for the indefinite delivery indefinite quantity plumbing services and maintenance for all facilities managed by the City. Three (3) of the six (6) bids received were responsive bids. Staff recommends award to the two lowest responsive bidders, Premier Comfort Services Company, Inc., San Antonio, TX and TCS Mechanical, LLC, Bastrop, TX as provided for in the bidding and contract documents.

The solicitation identified an initial (1) one-year term, with (3) three option one-year renewal. Staff recommends award to a primary and secondary awardee who will provide plumbing maintenance, repair, new installation, project estimates and emergency response for plumbing needs for all City-managed facilities.

Based on prior years' expenditures for plumbing maintenance and repairs, it is estimated that $200,000 per year will be expended or estimated $800,000 for the full four- year term.

The hourly crew rate bid by the top three responsive bidders are provided below:

- Premier Comfort Service Company: $80 per hour
- TCS Mechanical, LLC: $155 per hour
- Kelly Williams Plumbing, LLC: $185 per hour

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Staff recommends approval of the award of the two lowest responsive bidders, Premier Comfort Service Company, Inc. and TCS Mechanical, LLC., on a primary and secondary basis, rotating on availability, with the total annual amount not to exceed $200,000.

RESOLUTION 2020-156R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, AWARDING AN INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) AGREEMENT FOR PLUMBING SERVICES TO PREMIER COMFORT SERVICE COMPANY, INC., AS THE PRIMARY PROVIDER OF PLUMBING SERVICES, AND TCS MECHANICAL, LLC, AS THE SECONDARY PROVIDER OF PLUMBING SERVICES, TO PROVIDE PLUMBING MAINTENANCE SERVICES ON AN AS-NEEDED BASIS FOR CITY FACILITIES IN THE ESTIMATED ANNUAL AMOUNT OF $200.000.00 AND AUTHORIZING THREE ADDITIONAL ONE-YEAR RENEWALS FOR A TOTAL ESTIMATED CONTRACT PRICE OF $800,000.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE CONTRACT DOCUMENTS ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The award of an Indefinite Delivery Indefinite Quantity (IDIQ) Agreement for plumbing services to Premier Comfort Service Company, Inc., as the primary provider of plumbing services, and TCS Mechanical, LLC, as the secondary provider of plumbing services, to provide plumbing maintenance services on an as-needed basis for City facilities in the estimated annual amount of $200,000.00 and authorizing three additional one-year renewals for a total estimated contract price of $800,000.00 is approved.

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

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

ADOPTED on August 4, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

BID TABULATION

Plumbing Services IDIQ 220-181

July 2, 2020 2:00 p.m.

Bidder Name	Total
Kelly Williams Plumbing, LLC - San Marcos, TX	$40,325.00
TCS Mechanical, LLC - Bastrop, TX	$22,325.00
Premier Comfort Service Co, Inc. - San Antonio, TX	$18,800.00
Texas State Plumbing - San Marcos, TX	$27,025.00
Consolidated Services of NA - Houston, TX	$33,550.00

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

Recorded by: Jennifer Blackshaw, CPPB, CTCM

Witnessed by: [signature]

Rev. 03/19/19

File #: Res. 2020-157R, **Version:** 1

AGENDA CAPTION:
Consider approval of Resolution 2020-157R, approving an Election Services Agreement with the Hays County Elections Administrator for the provision of Election Services for the City's General and Special Election to be held on November 3, 2020 and, if necessary, a Runoff Election to be held in accordance with State law; authorizing the Interim City Clerk to execute the agreement on behalf of the City; and declaring an effective date.
Meeting date: August 4, 2020

Department: City Clerk's Office

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

Fiscal Note:

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

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

N/A

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

☐ Parks, Public Spaces & Facilities - Choose an item.

☐ Transportation - Choose an item.

☒ Not Applicable

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

Choose an item.

Background Information:

Section 31.092 (a) of the Texas Election Code provides that local political subdivisions, including cities, can contract with the Election Officer of the County where the city is located to conduct elections for the city. The City of San Marcos has contracted with the Hays County Elections Administrator since 2005 when the City began having its Elections in November.

This proposed agreement provides that the Hays County Elections Administrator will serve as the official Election Officer and Early Voting Clerk for the City Election. The City Clerk's Office will continue to have an active role in the Election process.

All concerns have been resolved that were discussed last year when this agreement was brought forward.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Staff recommends approval of this agreement.

RESOLUTION NO. 2020-157R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING AN ELECTION SERVICES AGREEMENT WITH THE HAYS COUNTY ELECTION ADMINISTRATOR FOR THE PROVISION OF ELECTION SERVICES FOR THE CITY'S GENERAL AND SPECIAL ELECTION TO BE HELD ON NOVEMBER 3, 2020 AND, IF NECESSARY, A RUNOFF ELECTION TO BE HELD IN ACCORDANCE WITH STATE LAW; AUTHORIZING THE INTERIM CITY CLERK TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

RECITALS:

1. The City and the Hays County Election Administrator are authorized to execute an Election Services Agreement pursuant to the provisions of the Texas Election Code, Chapter 31, Subchapter D, for the conduct and supervision of the City's General and Special Election to be held on November 3, 2020 and, if necessary, a runoff election to be held in accordance with State Law (the "Election(s)").

2. The City and Hays County Election Administrator have determined that it is in the City's best interest to contract for the provision of election services necessary to conduct the City's Election(s).

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

PART 1. The attached Election Services Agreement between the Hays County Election Administrator and the City authorizing the Election Administrator to conduct the City's election(s) is approved.

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

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

ADOPTED on August 4, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

CONTRACT FOR ELECTION SERVICES

This **Contract for Election Services** ("Contract") is made and entered into by and between the **Elections Administrator of Hays County, Texas ("Contracting Officer")** and the City of San Marcos **("City")** pursuant to the authority under Section 31.092(a) of the Texas Election Code.

RECITALS

GENERAL PROVISIONS.

A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters of the City. For purposes of this Contract the term "Election" will include any resulting recount or election contest. It will also apply to any election to resolve a tie.

B. The Contracting Officer is hereby appointed to serve as the City's Election Day Officer and Early Voting Clerk to conduct the Election for those areas of the City located within the contracting jurisdiction. As Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise and conduct all aspects of administering voting in connection with the Election in compliance with all applicable law.

C. The City agrees to commit the funds necessary to pay for Election-related expenses for the City's Election.

D. The Contracting Officer has the right to enter into agreements with other entities at any time and may require that authorities of City's holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Teas Election Code. The City agrees to enter into a joint election agreement required by Hays County.

I. **RESPONSIBILITIES OF CONTRACTING OFFICER**. The Contracting Officer shall be responsible for performing the following services and furnishing the following material and equipment in connection with the Election:

A. **Nomination of Presiding Judges and Alternate Judges**. The Contracting Officer shall recommend appointment of Election Day presiding and alternate judges, central accumulation station judges, and the Early Voting Ballot Board (EVBB)

presiding judge, all of whom shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

B. **Notification to City**. The Contracting Officer shall provide the City with the most up-to-date list of presiding and alternate judges at least three weeks before the statutory deadline to order the Election.

C. Notification to Presiding and Alternate Judges; Appointment of Clerks.

1. The Contracting Officer shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling station, the date of the election training(s), the date and time of the Election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for Election workers, and the name of the presiding or alternate judge as appropriate.

2. The election judge will make the clerk appointments in consultation with the Contracting Officer. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Section 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is appointed. The Contracting Officer shall notify the clerks of the same information that the judges receive under this section.

D. **Election Training**. The Contracting Officer shall be responsible for conducting Election training for the presiding judges, alternate judges, clerks, and early voting deputies in the operation and troubleshooting of the Verity Duo Hybrid voting system and the conduct of elections, including qualifying voters, issuing ballot style codes, maintaining order at the polling location, and conducting provisional voting.

E. **Logic and Accuracy Testing**. In advance of Early Voting (including the sending of any mail ballots), the Contracting Officer, the tabulation supervisor, and the other members the Contracting Officer designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Election Code and under guidelines provided by the Secretary of State's office. The Contracting Officer shall also be responsible for the publication of the required notice of such testing.

F. **Election Supplies**. The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the

Early Voting clerks during Early Voting) the following Election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and subchapter B of chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls for use in the Verity Controllers, batteries for use in the voting system equipment, supplies for the electronic poll books, and all consumable type office supplies necessary to hold an Election.

G. **Registered Voters List**. The Contracting Officer shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.

H. **Notice of Previous Polling Place**. The Contracting Officer shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place. The Interim City Clerk will ensure that Public Notice is also provided via published notice, on the City's website and on all City social media outlets.

I. **Election Equipment**. The Contracting Officer shall prepare and distribute the Verity Duo Hybrid Voting System components from Hart Intercivic, Inc. ("Hart") for the Election. This voting System includes the equipment referred to as "Duo" and Verity Controllers". Each polling location will have at least one voting machine that is accessible to disabled voters to provide a practical and effective means for voters with disabilities to cast a secret ballot.

J. **Ballots**. The Contracting Officer or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the City, including the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. The ballot will be prepared in these formats: Verity Duo Hybrid Voting System, paper, and auditory.

K. **Applications for Mail Ballots**. The City and Contracting Officer agree that early voting by mail ballots shall be processed in accordance with the applicable provisions of the Texas Election Code and that 712 South Stagecoach Trail Ste 1012 San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the City.

L. **Early Voting**. In accordance with Sections 31.096 and 32.097(b) of the Texas Election Code, the Contracting Officer shall serve as the Early Voting Clerk for the Election.

1. The Contracting Officer shall supervise and conduct the early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.

2. The Contracting Officer shall receive mail ballot applications on behalf of the City. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or deputies at the Records Building located at the Hays County Government Center at 712 S. Stagecoach Trail, San Marcos, Texas 78666. Applications for mail ballots sent to the City shall be promptly faxed to the Contracting Officer at (512) 878-6699, or emailed to elections@co.hays.tx.us for timely processing and then the original sent application forwarded to the Contracting Officer for proper retention.

3. Early voting ballots shall be secured and maintained at the Records Office at 712 S. Stagecoach Trail, San Marcos, Texas 78666. In accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.

4. Early Voting by personal appearance for the Election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer in consultation with the City and in accordance with the Texas Election Code.

M. **Election Day Activities**.

1. The Contracting Officer and staff shall be available from 6:00 am until the completion of the vote counting on Election Day to render technical support and assistance to voters and Election workers.

2. The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies, and records.

3. The Contacting Officer and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.

4. Election Day polling locations are determined by the Contracting Officer in consultation with the City and in accordance with the Texas Election Code. The Contracting Officer shall arrange for the use of all polling places and shall arrange for the setting up of the polling location including tables, chairs and voting booths.

N. **Election Night Reports**. The Contracting Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the City via email as soon as they are prepared and may be released under law, but no earlier than 7:00 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the Election. As soon as reasonably possible, the Contracting Officer will post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections.

O. **Provisional Votes/ Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code**. The Contracting Officer, serving as the Voter Registrar, shall retain the provisional voting affidavits and shall provide the factual information on each of the voters' status. The Contracting Officer shall reconvene the EVBB after the Election within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots.

P. **Canvass Material Preparation**. Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the EVBB and tabulation supervisor to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new official tabulations to the City. These reports will serve as the canvass materials for the City.

Q. **Custodian of Election Records**. The Election records will be submitted to the City except for those records that must be maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The

Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the Verity Duo Hybrid voting system consist of the paper backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the Verity Controllers and Duo.

R. **Recount**.

1. The City shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the City shall discuss how such recount is to be conducted. The City shall reimburse the Contracting Officer for the cost of such recount which is not included in the original cost estimate.

S. **Schedule for Performance of Services**. The Contracting Officer shall perform all Election services in accordance with and in compliance with the time requirements set out in the Texas Election Code.

T. **Contracting with Third Parties**. In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for Election services and supplies. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed by the City.

II. **RESPONSIBILITIES OF THE CITY**. The City shall perform the following responsibilities:

A. **Election Orders, Election Notices, and Canvass**. The City shall be responsible for the preparing, adopting, publishing, and posting of all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the City of all actions necessary to call the Election. The City shall be responsible for conducting the official canvass of the Election.

B. **Map/Annexations**. The City shall provide the Contracting Officer with an updated map and street index (including address numbers) of its jurisdiction in and electronic or printed format and shall advise the Contracting Officer in writing of any new developments, annexations or de-annexations and any other changes to the master voter registration list within the jurisdiction.

C. **Ballot Information**. The City shall prepare the text for the City's official ballot in English and Spanish and provide to the Contracting Officer as soon as possible at the end of the period for ordering the Election or filing for candidacy. The ballot information shall include a list of propositions showing the order and the exact manner in which the candidates' name shall appear on the ballot. The City shall promptly review for correctness the ballot when requested by the Contracting Officer to do so prior to the finalization and shall approve by e-mail or by signature in person.

D. **Precinct Reports to the Texas Secretary of State**. Based on information provided by the Contracting Officer, the City shall prepare and file all required precinct reports with the Texas Secretary of State.

E. **Annual Voting Report**. The City shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

III. SPECIAL PROVISIONS RELATED TO ELECTION WORKERS

A. **Number of Election Workers at Election Day Polling Locations**. It is agreed by the Contracting Officer and the City that there will be at least three Election workers at each Election Day polling location: the presiding judge, the alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of Elections at the poll and the number of registered voters at the poll.

B. **Compensation for Election Workers**. The Contracting Officer shall compensate all Election workers in accordance with the Contracting Officer's established compensation policies, in accordance with the Texas Election Code and using the rates set by the Hays County Commissioners Court for county elections. The Contracting Officer shall pay the workers and be reimbursed by the entities sharing the polling locations.

IV. PAYMENT

A. **Charges and Distribution of Costs**. In consideration of the joint election services provided by the Contracting Officer, the City will be charged a share of the Election costs and an administrative fee. The costs distribution is set forth in the Joint Election Agreement. The costs to be paid by the City are set forth in the Cost Estimate.

B. **Administrative Fee**. The Contracting Officer shall charge a fee equal to 10% of the City's share of the cost of the Election or a minimum of $75.00.

C. **Equipment Rental Fee**. Per Section 123.032(d) of the Texas Election Code, the Hays County Commissioners Court has set the equipment rental fee at $175 each per controller and per Verity Duo component. If the County acquires additional equipment during the term of the Contract, the charge for the use of the equipment may be reset by the Hays County Commissioners Court.

D. **Payment**. The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the City.

V. TERM AND TERMINATION

A. **Initial Term**. The initial term of the contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein.

B. **Renewal**. Subject to the termination rights set forth herein, this Contract shall be renewed annually.

C. **Termination**. If either party wishes to terminate this Contract for convenience or for cause, the party must provide not less than ninety (90) days' written notice to the other party and allow for discussion of the desired outcome and options to reach the desired outcome. In the event of termination, it is understood and agreed that only the amounts due to the Contracting Officer for services provided and expenses incurred will be due and payable.

VI. MISCELLANEOUS PROVISIONS

A. **Nontransferable Functions**. In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:

1. The authority with whom or the place at which any document or record relating to the Election is to be filed;

2. The officers who conduct the official canvass of the Election returns;

3. The authority to serve as custodian of voted ballots or other Election records; or

4. Any other nontransferable function specified under Section 31.096 or other provisions of law.

B. **Cancellation of Election**. If the City cancels its Election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of $75. The Contracting Officer shall submit an invoice for the administrative fee as soon as reasonably possible after the cancellation, and the City shall pay the fee.

C. **Contract Copies to Treasure and Auditor**. In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of the Contract with the County Treasurer and the County Auditor of Hays County, Texas.

D. **Election to Resolve a Tie**. In the event that an Election is necessary to resolve a tie vote, the terms of the Contract shall extend to the second Election, except:

1. The City and the Contracting Officer will agree upon the date of the Election and the early voting schedule subject to provisions of the Election Code and with regard to other elections being conducted by the Contracting Officer.

2. The City will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.

3. An attempt will be made to use the Election workers that worked in the first Election; those poll workers will not have additional training provided by the Contracting Officer.

4. The cost of the Election will be borne by the City; the Contracting Officer will work with the City on cost management.

E. **Amendment/Modification**. Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both the Contracting Officer and the City may propose necessary amendments or modifications to this Contract in writing in order to conduct the Election smoothly and efficiently, except that any such proposals must

be approved by the Contracting Officer and the governing body of the City or its authorized agent, respectively.

F. **Severability**. If any provision of the Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.

G. **Force Majeure.** Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event ") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

H. **Representatives**. For the purposes of implementing this Contract and coordinating activities, the Contracting Officer and the City designate the following individuals for submission of information, documents and notice:

For the Contracting Officer:

Jennifer Anderson
Elections Administrator, Hays County
712 S. Stagecoach Trail, Suite 1045
San Marcos, Texas 78666
Tel: (512) 393-7310
Fax: (512) 878-6699
Email: janderson@co.hays.tx.us

For the City:

Tammy K. Cook
Interim City Clerk, City of San Marcos
630 E. Hopkins
San Marcos, Texas 78666
Tel: (512) 393-8091
Fax: 855-246-9100
Email: tkcook@sanmarcostx.gov

***

Witness by my hand this the _____ day of _____, 2020.

Contracting Officer:

_____
Jennifer Anderson, Elections Administrator
Hays County, Texas

Witness by my hand this the _____ day of _____, 2020.

Local Political Subdivision:

Name of Entity: City of San Marcos

Printed Name: Tammy K. Cook

Official Capacity: Interim City Clerk

_____
Tammy K. Cook, Interim City Clerk
City of San Marcos, Texas

CONTRACT FOR ELECTION SERVICES

This **Contract for Election Services** (~~this~~ "Contract") is made and entered into by and between the **Elections Administrator of Hays County, Texas ("Contracting Officer")** and the City of San Marcos ~~set forth on the signature page of this Contract~~ **(~~the~~ "City")** pursuant to the authority under Section 31.092(a) of the Texas Election Code.

RECITALS

GENERAL PROVISIONS.

A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters of the City. For purposes of this Contract the term "Election" will include any resulting recount or election contest. It will also apply to any election to resolve a tie.

B. The Contracting Officer is hereby appointed to serve as the City's Election Day Officer and Early Voting Clerk to conduct the Election for those areas of the City located within the contracting jurisdiction. As Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise and conduct all aspects of ~~the~~ administering voting in connection with the ~~e~~Election in compliance with all applicable law. ~~except as otherwise provided in the Contract.~~z

C. The City agrees to commit the funds necessary to pay for ~~e~~Election-related expenses for the City's ~~e~~Election.

D. The Contracting Officer has the right to enter into agreements with other entities at any time and may require that authorities of City's holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Teas Election Code. The City agrees to enter into a joint election agreement required by Hays County.

I. **RESPONSIBILITIES OF CONTRACTING OFFICER**. The Contracting ~~o~~Officer shall be responsible for performing the following services and furnishing the following material and equipment in connection with the ~~e~~Election:

A. **Nomination of Presiding Judges and Alternate Judges**. The Contracting Officer shall recommend appointment of Election Day presiding and alternate judges, central accumulation station judges, and the Early Voting Ballot Board (EVBB)

presiding judge, all of ~~which~~whom shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

B. **Notification to City**. The Contracting Officer shall provide the City with the most up-to-date list of presiding and alternate judges at least three weeks before the statutory deadline to order the ~~e~~Election.

C. **Notification to Presiding and Alternate Judges; Appointment of Clerks.**

1. The Contracting Officer shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling station, the date of the election training(s), the date and time of the ~~e~~Election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for ~~e~~Election workers, and the name of the presiding or alternate judge as appropriate.

2. The election judge will make the clerk appointments in consultation with the Contracting Officer. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Section 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is appointed. The Contracting Officer shall notify the clerks of the same information that the judges receive under this section.

D. **Election Training**. The Contracting Officer shall be responsible for conducting ~~e~~Election training for the presiding judges, alternate judges, clerks, and early voting deputies in the operation and troubleshooting of the Verity Duo Hybrid voting system and the conduct of elections, including qualifying voters, issuing ballot style codes, maintaining order at the polling location, and conducting provisional voting.

E. **Logic and Accuracy Testing**. In advance of Early Voting (including the sending of any mail ballots), the Contracting Officer, the tabulation supervisor, and the other members the Contracting Officer designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas ~~e~~Election Code and under guidelines provided by the Secretary of State's office. The Contracting Officer shall also be responsible for the publication of the required notice of such testing.

F. **Election Supplies**. The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the

Early Voting clerks during Early Voting) the following ~~e~~Election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and subchapter B of chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls for use in the Verity Controllers, batteries for use in the voting system equipment, supplies for the electronic poll books, and all consumable type office supplies necessary to hold an ~~e~~Election.

G. **Registered Voters List**. The Contracting Officer shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.

H. **Notice of Previous Polling Place**. The Contracting Officer shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place. The Interim City Clerk will ensure that Public Notice is also provided via published notice, on the City's website and on all City social media outlets.

I. **Election Equipment**. The Contracting Officer shall prepare and distribute the Verity Duo Hybrid Voting System components from Hart Intercivic, Inc. ("Hart") for the ~~e~~Election. This voting System includes the equipment referred to as "Duo" and Verity Controllers". Each polling location will have at least one voting machine that is accessible to disabled voters ~~and~~to provide~~s~~ a practical and effective means for voters with disabilities to cast a secret ballot.

J. **Ballots**. The Contracting Officer or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the City, including the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. The ballot will be prepared in these formats: Verity Duo Hybrid Voting System, paper, and auditory.

K. **Applications for Mail Ballots**. The City and Contracting Officer agree that early voting by mail ballots shall be processed~~conducted~~ in accordance with the applicable provisions of the Texas Election Code and that 712 South Stagecoach Trail Ste 1012 San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the City.

L. **Early Voting**. In accordance with Sections 31.096 and 32.097(b) of the Texas Election Code, the Contracting Officer shall serve as the Early Voting Clerk for the ~~e~~Election.

1. The Contracting Officer shall supervise and conduct the early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.

2. The Contracting Officer shall receive mail ballot applications on behalf of the City. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or deputies at the Records Building located at the Hays County Government Center at 712 S. Stagecoach Trail, San Marcos, Texas 78666. Applications for mail ballots sent to the City shall be promptly faxed to the Contracting Officer at (512) 878-6699, or emailed to elections@co.hays.tx.us for timely processing and then the original sent application forwarded to the Contracting Officer for proper retention.

3. Early voting ballots shall be secured and maintained at the Records Office at 712 S. Stagecoach Trail, San Marcos, Texas 78666. In accordance with Chapter 87 of the Texas ~~e~~Election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.

4. Early Voting by personal appearance for the ~~e~~Election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer in consultation with the City and in accordance with the Texas Election Code.

M. **Election Day Activities**.

1. The ~~e~~Contracting Officer and staff shall be available from 6:00 am until the completion of the vote counting on Election Day to render technical support and assistance to voters and ~~e~~Election workers.

2. The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies, and records.

3. The Contacting Officer and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.

4. Election Day polling locations are determined by the Contracting Officer in consultation with the City and in accordance with the Texas Election Code. The Contracting Officer shall arrange for the use of all polling places and shall arrange for the setting up of the polling location including tables, chairs and voting booths.

N. **Election Night Reports**. The ~~c~~Contracting Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the City via email as soon as they are prepared and may be released under law, but no earlier than 7:00 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the ~~e~~Election. As soon as reasonably possible, the Contracting Officer will post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections.

O. **Provisional Votes/ Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code**. The Contracting Officer, serving as the ~~v~~Voter ~~r~~Registrar, shall retain the provisional voting affidavits and shall provide the factual information on each of the voters' status. The Contracting Officer shall reconvene the EVBB after the ~~e~~Election within the time set forth in Section 65.051 of the Texas ~~e~~Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas ~~e~~Election Code to determine whether such will be counted and to resolve any issues with such ballots.

P. **Canvass Material Preparation**. Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the EVBB and tabulation supervisor to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new official tabulations to the City. These reports will serve as the canvass materials for the City.

Q. **Custodian of Election Records**. The ~~e~~Election records will be submitted to the City except for those records that must be maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The

Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the Verity Duo Hybrid voting system consist of the paper backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the Verity Controllers and Duo.

R. **Recount**.

1. The City shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the City shall discuss how such recount is to be conducted. The City shall reimburse the Contracting Officer for the cost of such recount which i~~n~~s not included in the original cost estimate~~/invoice~~.

S. **Schedule for Performance of Services**. The Contracting Officer shall perform all ~~e~~Election services in accordance with and in compliance with~~with~~ the time requirements set out in the Texas Election Code.

T. **Contracting with Third Parties**. In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for ~~e~~Election services and supplies. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed by the City.

U. **Department of Justice Preclearance for General Elections**. If required by law, any changes to the general conduct of voting in Hays County will be pre-cleared through the United States Department of Justice by the Contracting Officer with copies of the submission and response e-mailed to the City.

II. **RESPONSIBILITIES OF THE CITY**. The City shall perform the following responsibilities:

A. **Election Orders, Election Notices, and Canvass**. The City shall be responsible for the preparing, adopting, publishing, and posting of all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the ~~governing authority of the~~ City of all actions necessary to call the ~~conduct of the~~ ~~e~~Election. The City shall be responsible for conducting the official canvass of the ~~e~~Election.

B. **Map/Annexations**. The City shall provide the Contracting Officer with an updated map and street index (including address ~~N~~numbers) of its jurisdiction in and electronic or printed format and shall advise the ~~c~~Contracting ~~o~~Officer in writing of any new developments, annexations or de-annexations and any other changes to the master voter registration list within the jurisdiction.

C. **Department of Justice Preclearance for Special Elections**. If required by law, the City shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.

D. **Ballot Information**. The City shall prepare the text for the City's official ballot in English and Spanish and provide to the Contracting Officer as soon as possible at the end of the period for ordering the ~~e~~Election or filing for candidacy. The ballot information shall include a list of propositions showing the order and the exact manner in which the candidates' name shall appear on the ballot. The City shall promptly review for correctness the ballot when requested by the Contracting Officer to do so prior to the finalization and shall approve by e-mail or by signature in person.

E. **Precinct Reports to the Texas Secretary of State**. Based on information provided by the Contracting Officer, the City shall prepare and file all required precinct reports with the Texas Secretary of State.

F. **Annual Voting Report**. The City shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

III. SPECIAL PROVISIONS RELATED TO ELECTION WORKERS

A. **Number of Election Workers at Election Day Polling Locations**. It is agreed by the Contracting Officer and the City that there will be at least three ~~e~~Election workers at each Election Day polling location: the presiding judge, the alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of ~~e~~Elections at the poll and the number of registered voters at the poll.

B. **Compensation for Election Workers**. The Contracting Officer shall compensate all ~~e~~Election workers in accordance with the Contracting Officer's established compensation policies, in accordance with the Texas Election Code and using the rates set by the Hays County Commissioners Court for county elections. The

Contracting Officer shall pay the workers and be reimbursed by the entities sharing the polling locations.

IV. PAYMENT

A. **Charges and Distribution of Costs**. In consideration of the joint election services provided by the Contracting Officer, the City will be charged a share of the Eelection costs and an administrative fee. The costs distribution is set forth in the Joint Election Agreement. The costs to be paid by the City~~estimate~~ ~~is~~are set forth in the Cost Estimate.

B. **Administrative Fee**. The Contracting Officer shall charge a fee equal to 10% of the City's share of the cost of the ~~e~~Election or a minimum of $75.00.

C. **Equipment Rental Fee**. Per Section 123.032(d) of the Texas Election Code, the Hays County Commissioners Court has set the equipment rental fee at $175 each per controller and per Verity Duo component. If the County acquires additional equipment during the term of the Contract, the charge for the use of the equipment may be reset by the Hays County Commissioners Court.

D. **Payment**. The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the City.

V. TERM AND TERMINATION

A. **Initial Term**. The initial term of the contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein.

B. **Renewal**. Subject to the termination rights set forth herein, this ~~e~~Contract shall be renewed annually.

C. **Termination**. If either party wishes to terminate this ~~e~~Contract for convenience or for cause, the party must provide not less than ninety (90) days' written notice to the other party and allow for discussion of the desired outcome and options to reach the desired outcome. In the event of termination, it is understood and agreed that only the amounts due to the ~~e~~Contracting Officer for services provided and expenses incurred will be due and payable.

VI. MISCELLANEOUS PROVISIONS

A. **Nontransferable Functions**. In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:

1. The authority with whom or the place at which any document or record relating to the ~~e~~Election is to be filed;

2. The officers who conduct the official canvass of the ~~e~~Election returns;

3. The authority to serve as custodian of voted ballots or other ~~e~~Election records; or

4. Any other nontransferable function specified under Section 31.096 or other provisions of law.

B. **Cancellation of Election**. If the City cancels its ~~e~~Election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of $75. The Contracting Officer shall submit an invoice for the administrative fee as soon as reasonably possible after the cancellation, and the City shall pay the fee.~~make payment therefore in a manner similar to that set forth in **V. Payment** above.~~

C. **Contract Copies to Treasure and Auditor**. In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of the Contract with the County Treasurer and the County Auditor of Hays County, Texas.

D. **Election to Resolve a Tie**. In the event that an ~~e~~Election is necessary to resolve a tie vote, the terms of the Contract shall extend to the second ~~e~~Election, except:

1. The City and the Contracting Officer will agree upon the date of the ~~e~~Election and the early voting schedule subject to provisions of the ~~e~~Election Code and with regard to other elections being conducted by the Contracting Officer.

2. The City will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.

3. An attempt will be made to use the ~~e~~Election workers that worked in the first ~~e~~Election; those poll workers will not have additional training provided by the Contracting Officer.

4. The cost of the ~~e~~Election will be borne by the City; the Contracting Officer will work with the City on cost management.

E. **Amendment/Modification**. Except as otherwise provided, this ~~c~~Contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both the Contracting Officer and the City may propose necessary amendments or modifications to this Contract in writing in order to conduct the ~~e~~Election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the City or its authorized agent, respectively.

F. **Severability**. If any provision of the Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.

G. **Force Majeure.** Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event ") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay

and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

~~F.~~H. **Representatives**. For the purposes of implementing this Contract and coordinating activities, the Contracting Officer and the City designate the following individuals for submission of information, documents and notice:

For the Contracting Officer:

Jennifer Anderson
Elections Administrator, Hays County
712 S. Stagecoach Trail, Suite 1045
San Marcos, Texas 78666
Tel: (512) 393-7310
Fax: (512) 878-6699
Email: janderson@co.hays.tx.us

For the City:

Tammy K. Cook
Interim City Clerk, City of San Marcos
630 E. Hopkins
San Marcos, Texas 78666
Tel: (512) 393-8091
Fax: 855-246-9100
Email: tkcook@sanmarcostx.gov

***

Witness by my hand this the _____ day of _____, 2020~~___~~.

Contracting Officer:

_____
Jennifer Anderson, Elections Administrator
Hays County, Texas

Witness by my hand this the _____ day of _____, 2020~~___~~.

Local Political Subdivision:

Name of Entity: City of San Marcos

Printed Name: Tammy K. Cook

Official Capacity: Interim City Clerk

_____

Tammy K. Cook, Interim City Clerk
City of San Marcos, Texas

File #: Res. 2020-158R, **Version:** 1

AGENDA CAPTION:
Consider approval of Resolution 2020-158R, approving a Joint Election Agreement between the City of San Marcos and Hays County for the holding of a joint election to be held on November 3, 2020; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.
Meeting date: August 4, 2020

Department: City Clerk's Office

Amount & Source of Funding
Funds Required: $15,000-$30,000 (Will depend on if we have a runoff. Actual Cost TBD)
Account Number: 10001101.52425
Funds Available: Appropriated in FY21 Budget
Account Name: City Clerk-Election

Fiscal Note:

Prior Council Action: The City Council adopted the Joint Election Agreement for the Nov 5, 2019 Election on August 20, 2019.

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

N/A

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

☐ Parks, Public Spaces & Facilities - Choose an item.

☐ Transportation - Choose an item.

☒ Not Applicable

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

Choose an item.

Background Information:

The City of San Marcos has previously entered into Joint Election Agreements and Election Services Agreements with Hays County. Jennifer Anderson, Hays County Election Administrator, will conduct and supervise the City's General Election to be held on November 3, 2020, and if necessary a runoff election.

The City of San Marcos has been contracting with the County Elections Office and holding joint elections with Hays County since 2005 when the City began to hold its elections on the November Uniform Election date instead of on the May Uniform Election date.

The Joint Election Agreement is authorized by Chapter 31 of the Texas Election Code, Chapter 791 of the Texas Government Code and Section 271.002 and 271.003 of the Texas Election Code.

Below is information about Joint Elections for those that may not be familiar with what they are and how they benefit the City.

If the elections ordered by the authorities of two or more political subdivisions are to be held on the same day in all or part of the same county, the governing bodies of the political subdivisions can enter into an agreement to hold the elections jointly in the election precincts that can be served by common polling places (Election Code Section 271.003).

Holding a joint election with Hays County benefits the City and City voters in two ways. Holding a joint election allows our voters to vote one common ballot with all Federal, State, County and Local issues on it. If the election was not held jointly City voters would need to cast two ballots. One ballot for the City and a second ballot with the County for any Federal, State or County items on the ballot. The second is that it saves the City money by sharing the costs of renting equipment, supplies, and payroll for election workers with the County and the other entities participating in the joint election.

The County has adopted a new formula for cost sharing of the election that is shown within this agreement. A formula will be a better depiction of actual costs per jurisdiction by the number of registered voters that they are serving.

The formula is as follows:

Example: Aggregate Registered Voters - 255,000

Registered Voters in County - 135,000

135,000/255,000= 52.94% of total cost

Registered Voters in Joint Entity A - 100,000

100,000/255,000= 39.23% of total cost

Registered Voters in Joint Entity B - 20,000

20,000/255,000= 7.84% of total cost

There is a $1,000 dollar minimum cost for elections that don't exceed the totals reflected above since programming and supplies would exceed the cost of elections with very small voter registration populations.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Staff recommends approval of this Joint Election Agreement.

RESOLUTION NO. 2020-158R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING A JOINT ELECTION AGREEMENT BETWEEN THE CITY OF SAN MARCOS AND HAYS COUNTY FOR THE HOLDING OF A JOINT ELECTION TO BE HELD ON NOVEMBER 3, 2020; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

RECITALS:

1. The City Council of the City of San Marcos, Texas, finds and determines that it is in the best interest of the City to cooperate with Hays County in holding a joint election to be held on November 3, 2020.

2. Hays County is willing to participate in holding a joint election.

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

PART 1. The attached Joint Election Agreement between the City of San Marcos and Hays County for holding a joint election to be held on November 3, 2020 is approved.

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

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

ADOPTED on August 4, 2020

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

JOINT ELECTION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF SAN MARCOS

This Joint Election Agreement ("Agreement") is entered into on August __, 2020, between the City of San Marcos, Texas, (the "City") 630 East Hopkins, San Marcos, Texas 78666 and Hays County (the "County"), 111 E. San Antonio Street, Suite 300, San Marcos, Texas 78666, collectively referred to as the Parties.

This Agreement is authorized by Chapter 31 of the Texas Election Code, Chapter 791 of the Texas Government Code and Section 271.002 and 271.003 of the Texas Election Code. The Parties to the Agreement agree as follows:

Section 1. ***Scope of Agreement***. The City enters into this Agreement for the conduct of the elections to be held from August 2020 through July 2021.

Section 2. ***Appointment of Election Officer.*** The City appoints the Hays County Elections Administrator to serve as the Election Officer (the "Officer") in order to perform and supervise the duties and responsibilities of the Election Officer for any election from August 2020 through July 2021.

Section 3. ***Early Voting Polling Locations.*** To facilitate the administration of elections, and as a convenience to the voters, during the early voting period established by statute, the City agrees to designate the Hays County Election Administrator's Office, 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas 78666 as the main early voting polling place for the City. Furthermore, the City agrees to designate temporary branch early polling places in accordance with Section 85.062, Election Code, V.T.C.A. as called out in the latest Election Orders.

Section 4. ***Voting by Mail Ballot.*** The City and County agree that early voting by mail ballot shall be conducted in accordance with the applicable provisions of the Texas Election Code and that 712 South Stagecoach Trail, Suite 1012 San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the City.

Section 5. ***Election Day Polling Locations.*** Election Day voting shall be held in approved vote centers where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of the City.

Section 6. ***Election Day.*** On Election Day, all forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates will be used jointly by the two agencies. All forms will be returned to the Hays County Election Administrator who shall keep them in her custody for the period of time prescribed by the Texas Election Code. The County agrees to furnish the City with copies of any election documents upon the City's request at no charge.

Section 7. ***Use of Common Ballot***. It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The Mobile Ballot Boxes ("MBBS") containing the voted ballots for an election will be delivered by the Election Judges to the Hays County

Election Administrator's office at 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas and the MBBS will remain in the Hays County Election Administrator's custody, except that the County agrees to provide the City with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which the City may be a party. The County agrees to maintain custody of the MBBS containing the voted ballots for the period of time prescribed by the Texas Election Code. All MBBS that are not placed in active voting equipment will remain locked in the Officers' office. MBBS will not be replaced without being logged out and checked out by the Officer at any time during an election. An audit shall be conducted to ensure that all MBBS are present and accounted for. A spreadsheet shall be completed at the end of Early Voting and Election Day returns that will identify the number of signatures on the Combination Log and the Number of Cancelled booths, for a representation of voter totals. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.

Section 8. ***Reporting of Returns.*** The Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the City via email as soon as they are prepared and may be released under law, but no earlier than 7:00 p.m. on Election Day. The Officer or their designee will use their best efforts to post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections as soon as reasonably possible.

Section 9. ***Cost Sharing.*** The City agrees to the cost sharing provisions below. This includes Hays County, the school districts of the county, the cities of the county, and the water districts and all other entities contracting for election services. The costs incurred with Early Voting locations and Early Voting Clerks will be shared only by entities utilizing the polling location for their individual election.

The formula is as follows:

Example:

Registered Voters in County -	135,000	135,000/255,000=	52.94% of total cost
Registered Voters in Joint Entity A -	100,000	100,000/255,000=	39.23% of total cost
Registered Voters in Joint Entity B -	20,000	20,000/255,000=	7.84% of total cost
Aggregate Registered Voters -	255,000		

$1,000 dollar minimum cost for elections that don't exceed that total. Since programming and supplies would exceed the cost of elections with very small voter registration populations. Equipment Rental Fees allocated separately.

Section 10. ***Amendments.*** This Agreement may not be amended or modified except in writing and executed by both the City and the County. Neither party may assign this Agreement without the written consent of the other party. However, the Officer may assign deputies to perform any of the contracted services and may contract with third persons for election services and supplies.

Section 11. ***Effective Date.*** This Agreement contains the entire agreement between the parties and supersedes all prior understandings and agreements between the parties regarding such matters. The term of this Agreement will commence on August 1, 2020 and end on July 31, 2021.

Section 12. ***Force Majeure.*** Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event ") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

Section 13. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable. In case any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 14. Any notice provided for under this Agreement will be forwarded to the following addresses:

Hays County Elections Administrator
Government Center
712 South Stagecoach Trail Suite 1012
San Marcos, Texas 78666

City of San Marcos City Clerk
City Clerk's Office
630 E. Hopkins Street
San Marcos, Texas 78666

Section 15. Nothing contained in this Agreement will authorize or permit a change in the office with whom or the place at which any document or record relating to the Election(s) is to be filed, or place at which any function of the canvass of the election returns is to be performed, or the officer to serve as custodian of voted ballots or other election records.

Section 16. This Agreement shall take effect immediately upon execution by both parties hereof and shall inure to the benefit and be binding upon the administrators, successors and assigns of the Parties hereto.

WITNESS OUR HANDS this ___ day of August, 2020

Hays County Elections Administrator

_____
Jennifer Anderson
Elections Administrator

Attest:

_____

City of San Marcos

_____
Bert Lumbreras
City Manager

Attest:

_____
Tammy K. Cook, Interim City Clerk

JOINT ELECTION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF SAN MARCOS

This Joint Election Agreement ("Agreement") is entered into on August __, 2020, between the City of San Marcos, Texas, (the "City") 630 East Hopkins, San Marcos, Texas 78666 and Hays County (the "County"), 111 E. San Antonio Street, Suite 300, San Marcos, Texas 78666, collectively referred to as the Parties.

This Agreement is authorized by Chapter 31 of the Texas Election Code, Chapter 791 of the Texas Government Code and Section 271.002 and 271.003 of the Texas Election Code. The Parties to the Agreement agree as follows:

Section 1. ***Scope of Agreement***. The City enters into this Agreement for the conduct of the elections to be held from August 2020 through July 2021.

Section 2. ***Appointment of Election Officer.*** The City appoints the Hays County Elections Administrator to serve as the Election Officer (the "Officer") in order to perform and supervise the duties and responsibilities of the Election Officer for any election from August 2020 through July 2021.

Section 3. ***Early Voting Polling Locations.*** To facilitate the administration of elections, and as a convenience to the voters, during the early voting period established by statute, the City agrees to designate the Hays County Election Administrator's Office, 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas 78666 as the main early voting polling place for the City. Furthermore, the City agrees to designate temporary branch early polling places in accordance with Section 85.062, Election Code, V.T.C.A. as called out in the latest Election Orders.

Section 4. ***Voting by Mail Ballot.*** The City and County agree that early voting by mail ballot shall be conducted in accordance with the applicable provisions of the Texas Election Code and that 712 South Stagecoach Trail, Suite 1012 San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the City.

Section 5. ***Election Day Polling Locations.*** Election Day voting shall be held in approved vote centers where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of the City.

Section 6. ***Election Day.*** On Election Day, all forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates will be used jointly by the two agencies. All forms will be returned to the Hays County Election Administrator who shall keep them in her custody for the period of time prescribed by the Texas Election Code. The County agrees to furnish the City with copies of any election documents upon the City's request at no charge.

Section 7. ***Use of Common Ballot***. It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The Mobile Ballot Boxes ("MBBS") containing the voted ballots for an election will be delivered by the Election Judges to the Hays County

Election Administrator's office at 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas and the MBBS will remain in the Hays County Election Administrator's custody, except that the County agrees to provide the City with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which the City may be a party. The County agrees to maintain custody of the MBBS containing the voted ballots for the period of time prescribed by the Texas Election Code. All MBBS that are not placed in active voting equipment will remain locked in the Officers' office. MBBS will not be replaced without being logged out and checked out by the Officer at any time during an election. An audit shall be conducted to ensure that all MBBS are present and accounted for. A spreadsheet shall be completed at the end of Early Voting and Election Day returns that will identify the number of signatures on the Combination Log and the Number of Cancelled booths, for a representation of voter totals. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.

Section 8. ***Reporting of Returns.*** The Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the City via email as soon as they are prepared and may be released under law, but no earlier than 7:00 p.m. on Election Day. The Officer or their designee will use their best efforts to post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections as soon as reasonably possible.

Section 9. ***Cost Sharing.*** The City agrees to the cost sharing provisions below. This includes Hays County, the school districts of the county, the cities of the county, and the water districts and all other entities contracting for election services. The costs incurred with Early Voting locations and Early Voting Clerks will be shared only by entities utilizing the polling location for their individual election contest.

The formula is as follows:

Example:

Registered Voters in County -	135,000	135,000/255,000=	52.94% of total cost
Registered Voters in Joint Entity A -	100,000	100,000/255,000=	39.23% of total cost
Registered Voters in Joint Entity B -	20,000	20,000/255,000=	7.84% of total cost
Aggregate Registered Voters -	255,000		

$1,000 dollar minimum cost for elections that don't exceed that total. Since programming and supplies would exceed the cost of elections with very small voter registration populations. Equipment Rental Fees allocated separately.

Section 10. ***Amendments.*** This Agreement may not be amended or modified except in writing and executed by both the City and the County. Neither party may assign this Agreement without the written consent of the other party. However, the Officer may assign deputies to perform any of the contracted services and may contract with third persons for election services and supplies.

Section 11. ***Effective Date.*** This Agreement contains the entire agreement between the parties and supersedes all prior understandings and agreements between the parties regarding such matters. The term of this Agreement will commence on August 1, 2020 and end on July 31, 2021.

Section 12. ***Force Majeure.*** Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event ") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

Section ~~12~~13. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable. In case any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section ~~13~~14. Any notice provided for under this Agreement will be forwarded to the following addresses:

Hays County Elections Administrator
Government Center
712 South Stagecoach Trail Suite 1012
San Marcos, Texas 78666

City of San Marcos City Clerk
City Clerk's Office
630 E. Hopkins Street
San Marcos, Texas 78666

Section ~~14~~15. Nothing contained in this Agreement will authorize or permit a change in the office with whom or the place at which any document or record relating to the Election(s) is to be filed, or place at which any function of the canvass of the election returns is to be performed, or the officer to serve as custodian of voted ballots or other election records.

Section ~~15~~16. This Agreement shall take effect immediately upon execution by both parties hereof and shall inure to the benefit and be binding upon the administrators, successors and assigns of the Parties hereto.

WITNESS OUR HANDS this ___ day of August, 2020

Hays County Elections Administrator

_____
Jennifer Anderson
Elections Administrator

City of San Marcos

_____
Bert Lumbreras
City Manager

Attest:

_____

Attest:

_____
Tammy K. Cook, Interim City Clerk

File #: Ord. 2020-48, **Version:** 1

AGENDA CAPTION:

Receive a Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-48, annexing into the City approximately 10.1073 acres of land generally located at South Old Bastrop Highway and Rattler Road, including procedural provisions; and providing an effective date; and consider approval of Ordinance 2020-48, on the first of two readings.

Meeting date: August 4, 2020

Department: Planning and Development Services

Amount & Source of Funding

Funds Required: n/a
Account Number: n/a
Funds Available: n/a
Account Name: n/a

Fiscal Note:

Prior Council Action: n/a

City Council Strategic Initiative:

n/a

Comprehensive Plan Element (s):

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

☐ Parks, Public Spaces & Facilities - Choose an item.

☐ Transportation - Choose an item.

☐ Core Services

☒ Not Applicable

Master Plan:

Vision San Marcos - A River Runs Through Us

Background Information:
This is a request for a voluntary annexation submitted by David Richardson on behalf of Rattler Road Land Partners LLC, for approximately 10.1073 +/- acres of land out of the Cyrus Wickson Survey, Abstract No. 474, Hays County, generally located at the northern corner of South Old Bastrop Highway and Rattler Road.

Water and wastewater service will be provided by the City of San Marcos. This site is not located in the San Marcos Wastewater CCN; however, the City is in the process of adding the Property as an area covered by the City's CCN for wastewater service. The developer will be responsible for extending water and wastewater facilities through the site. Bluebonnet Electric will provide electric service for this development.

The City of San Marcos will provide Police, Fire, and EMS services to the site.
Below is a proposed schedule for this annexation, which complies with the Texas Local Government Code requirements:

- **City Council Resolution (Approval of Service Agreement and set a public hearing date)**: June 16, 2020 (Approved)
- **City Council Ordinance 1st Reading (Public Hearing):** August 4, 2020 (Today)
- **City Council Ordinance 2nd Reading:** August 18, 2020

Council Committee, Board/Commission Action:
n/a

Alternatives:
n/a

Recommendation:

ORDINANCE NO. 2020-48

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS ANNEXING INTO THE CITY APPROXIMATELY 10.1073 ACRES OF LAND GENERALLY LOCATED AT THE NORTHERN CORNER OF SOUTH OLD BASTROP HIGHWAY AND RATTLER ROAD; INCLUDING PROCEDURAL PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

1. The owner of approximately 10.1073 acres of land generally located at the northern corner of South Old Bastrop Highway and Rattler Road, as further described by metes and bounds in Exhibit "A," attached hereto and incorporated herein for all purposes (the "Property"), made a request for the City to annex the Property. A location map of the Property is also shown in Exhibit "A."

2. Said owner of the Property has declined the offer of a development agreement from the City concerning the Property.

3. Said owner and the City have entered into a written agreement for the provision of services to the Property.

4. The Property is contiguous and adjacent to the current boundaries of the City.

5. The City Council held a public hearing regarding the request.

6. The City Council hereby finds and determines that the adoption of the following ordinance is in the interest of the public health, morals, welfare and safety.

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

SECTION 1. The recitals of this ordinance are approved and adopted.

SECTION 2. The Property is annexed to and is a part of the City of San Marcos, Texas and subject to the acts, ordinances, resolutions and regulations of the City.

SECTION 3. Services to the Property will be provided under the terms of the written agreement for the provision of services entered into between the owner of the Property and the City as noted in Recital 3.

SECTION 4. The corporate limits of the City are extended to include the Property.

SECTION 5. The inhabitants of the Property are entitled to all the rights and privileges of other citizens of the City, and are bound by the acts, ordinances, resolutions and regulations of

the City.

SECTION 6. If any word, phrase, clause, sentence, or paragraph of this ordinance is held to be unconstitutional or invalid by a court of competent jurisdiction, the other provisions of this ordinance will continue in force if they can be given effect without the invalid portion.

SECTION 7. All ordinances and resolutions or parts of ordinances or resolutions in conflict with this ordinance are repealed.

SECTION 8. This ordinance shall be effective upon its adoption on second reading.

PASSED AND APPROVED on first reading on August 4, 2020.

PASSED, APPROVED AND ADOPTED on second reading on August 18, 2020.

Jane Hughson
Mayor

Attest:

Approved:

Tammy K. Cook
Interim City Clerk

Michael Cosentino
City Attorney

EXHIBIT A

KFW SURVEYING

DESCRIPTION OF
A TOTAL OF 10.11 ACRE TRACT
PART 1 = 9.93 ACRES
PART 2 = 0.1773 OF AN ACRE

PART 1 = A **9.93 acre** tract of land situated in the Cyrus Wickson Survey, Abstract No. 474, Hays County, Texas, and being all of that called 4.0 acre tract of land conveyed to George Barnum and described in Volume 216, Page 41 recorded March 1, 1967 in the in the Deed Records of Hays County, Texas (D.R.), and the remainder of that called 6.0 acre tract of land conveyed to George Barnum and described in Volume 208, Page 116, recorded October 4, 1968 in the D.R., said 9.93 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found at the intersection of the northeasterly right-of-way of Rattler Road (formerly known as McCarty Lane, variable width R.O.W.) with the northwesterly right-of-way of Old Bastrop Highway, (also known as Hays County Road 266, variable with R.O.W.), and being the most easterly corner of that called 0.10 of an acre tract of land conveyed to Hays County and described in Volume 3580, Page 792, recorded January 27, 2009 in the Official Public Records of Hays County, Texas (O.P.R.) for the most southerly corner of the tract described herein;

THENCE: Along and with the northeasterly right-of-way of Rattler Road and the northeasterly line of said 0.10 acre tract, the following three (3) courses:

1. **N 45°48'34"W** a distance of **171.76 feet** to a ½" iron rod with plastic cap stamped KFW SURVEY (hereinafter referred to as SET KFW) set for the beginning of a curve to the left;
2. Along and with the arc of said curve to the left having a radius of **1031.00 feet**, through a central angle of **02°13'57"**, an arc length of **40.17 feet**, and a chord bearing of **N 47°04'08"W** and a chord length of **40.17 feet** to a SET KFW;
3. **N 48°18'10" W**, a distance of **209.33 feet** to a ½" iron rod found for the most northerly corner of said 0.10 acre tract and the most westerly corner of the tract described herein;

THENCE: N 52°08'11" E, along and with the northwesterly line of said 6.0 acre tract, passing at a distance of 19.88 feet a found ½" iron rod on line, and also continuing along and with the southeasterly line of Lot 2 of Salinas Estates subdivision, a plat of record in Volume 17, Page 41 in the Plat Records of Hays County, Texas (P.R.) for a total distance of **620.93 feet** to a ½" iron rod found for the northeast corner of said Lot 2, the most northerly corner of said 6.0 acre tract, the most westerly corner of said 4.0 acre tract, and the most southerly corner of the remainder of that called 54.360 acre tract of land conveyed to Reed Carr and wife Patricia M. Carr and described in Volume 2359, Page 218, recorded November 25, 2003 in the O.P.R.;

THENCE: N 52°16'18" E, along and with the southeasterly line of the remainder of said 54.360 acre tract and the northwesterly line of said 4.0 acre tract, a distance of **415.43 feet** to a ½" iron rod found for the most northerly corner of said 4.0 acre tract and the tract described herein, and for the most westerly corner of that called 2.49 acre tract of land conveyed to Housing Corporation of Eta Tau Chapter of Sigma Nu Fraternity and described in Document Number 2016-16015558, recorded May 17, 2016 in the O.P.R.;

THENCE: S 46°15'04" E, along and with the southwesterly line of said 2.49 acre tract and the northeasterly line of said 4.0 acre tract, a distance of **427.88 feet** to a ½" iron rod found in the

northwesterly right-of-way of Old Bastrop Road for the most southerly corner of said 2.49 acre tract and the most easterly corner of said 4.0 acre tract and the tract described herein;

THENCE: S 52°37'03" W along and with the southeasterly lines of said 4.0 acre tract and said 6.0 acre tract and the northwesterly right-of-way of Old Bastrop Road, a distance of **1030.71 feet** to the **POINT OF BEGINNING** and containing 9.93 acres of land more or less in **PART 1**, and being described in accordance with a survey prepared by KFW Surveying.

TOGETHER WITH PART 2 = 0.1773 OF AN ACRE

PART 2 = A **0.1773 of an acre** tract of land situated in the Cyrus Wickson Survey, Abstract No. 474, Hays County, Texas, and being a portion of that called 0.10 of an acre tract of land conveyed to Hays County and described in Volume 3580, Page 782, recorded January 27, 2009 in the Official Public Records of Hays County, Texas (O.P.R.), and a portion of that called 0.03 acre tract of land conveyed to Hays County and described in Volume 3510, Page 283, recorded October 27, 2008 in the O.P.R., said 0.1773 of an acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found in the northeasterly right-of-way of Rattler Road (formerly known as McCarty Lane, variable width R.O.W.) and being the most northerly corner of said 0.10 of an acre tract of land for the most northerly corner of the tract described herein;

THENCE: S 48°18'10" E, along and with the northeasterly right-of-way of Rattler Road and the northeasterly line of said 0.10 acre tract, a distance of **95.19 feet** to a calculated point for an exterior corner of that called 39.37 acre tract of land as described in City of San Marcos Ordinance No. 2020-01 for the most easterly corner of the tract described herein;

THENCE: S 48°03'51" W, crossing the right-of-way of said Rattler Road and along and with an exterior line of said 39.37 acre tract, a distance of **81.64 feet** to a calculated point in the southwesterly right-of-way of said Rattler Road for the east corner of the remainder of Lot 18 of Hillside Village subdivision, a plat of record in Volume 8, Page 148 in the P.R. and for the most southerly corner of said 0.03 acre tract and the tract described herein;

THENCE: N 45°36'59" W, along and with the southwesterly right-of-way line of said Rattler Road and the southwesterly line of said 0.03 acre tract, a distance of **100.33 feet** to a calculated point for the most westerly corner of the tract described herein;

THENCE: N 52°08'11" E crossing the right-of-way of said Rattler Road, a distance of **77.72 feet** to the **POINT OF BEGINNING** and containing 0.1773 of an acre or 7,725 square feet of land more or less in **PART 2**. PART 2 was prepared under 22 TAC § 663.21, and does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Job No.:	19-109
Prepared by:	KFW Surveying
Date:	June 11, 2020
File:	S:\Draw 2019\19-109 Liv San Marcos\DOCS\19-109 ZONING DESC TCP 061120.doc

11 JUNE 2020

STATE OF TEXAS REGISTERED TIM C. PAPPAS 5543 PROFESSIONAL LAND SURVEYOR

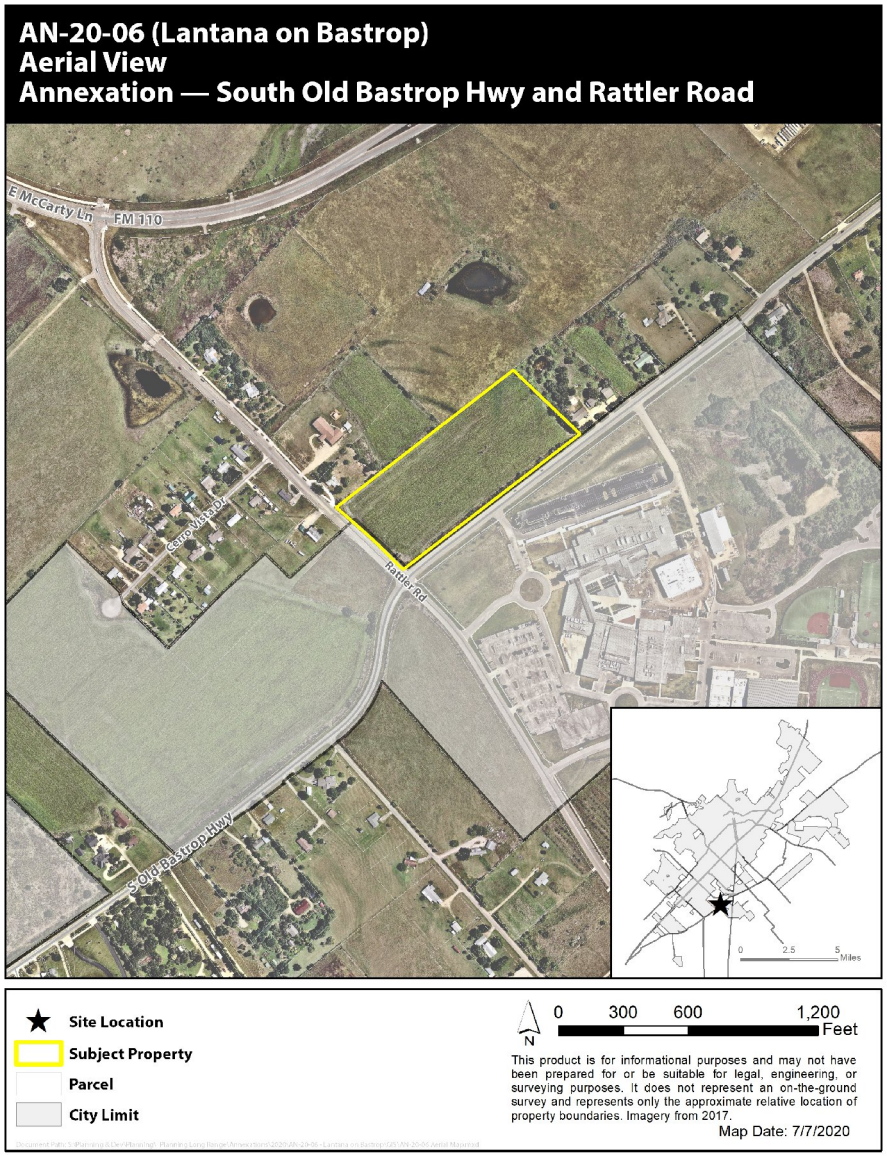
AN-20-06 (Lantana on Bastrop Annexation)

Receive a Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-XX, annexing into the City approximately 10.1073 acres of land generally located at South Old Bastrop Highway and Rattler Road; including procedural provisions; and providing an effective date; and consider approval of Ordinance 2020-XX, on the first of two readings.

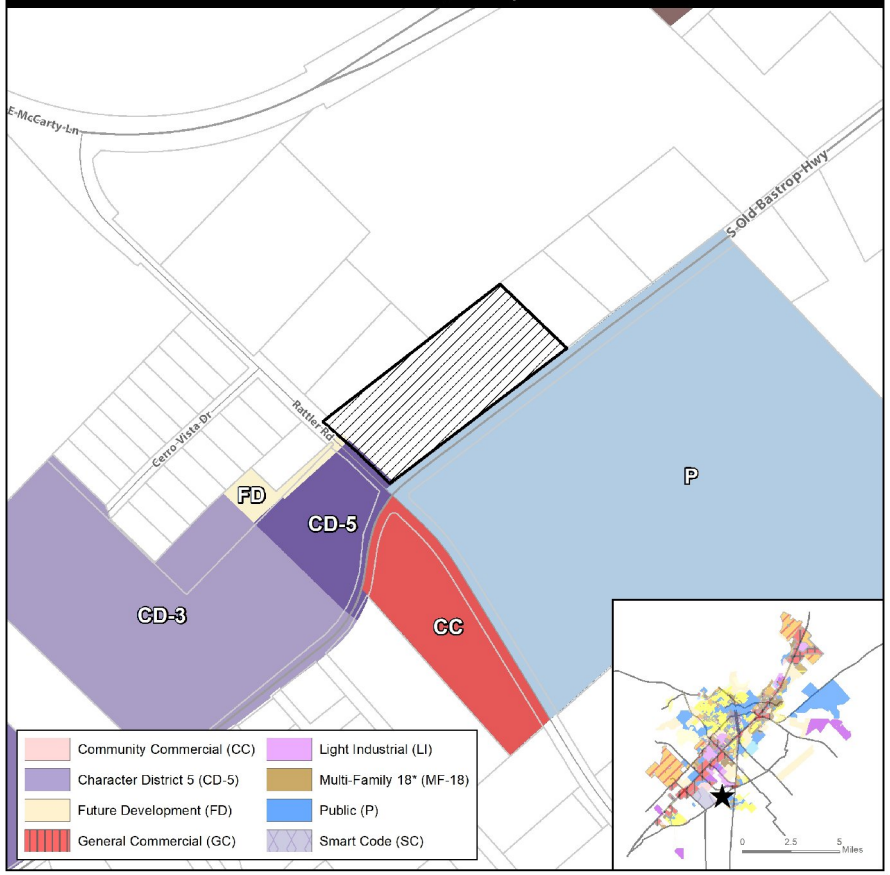
SAN MARCOS

Context:

- South Old Bastrop Highway & Rattler Road
- 10.1073 +/- acres
- Applicant proposes to develop the property as a low income housing tax credit multifamily project.
- Adjacent to recently zoned CD-5, P zoned property and ETJ property
- Requesting CD-5 zoning
- Service Plan (Attachment)



AN-20-06 (Lantana on Bastrop)
Existing Zoning Map
Annexation — South Old Bastrop Hwy and Rattler Road



★ Site Location
Subject Property
Parcels
City Limit

N 0 300 600 1,200 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.

Map Date: 7/7/2020

AN-20-06 (Lantana on Bastrop)
Transportation Master Plan
Annexation — South Old Bastrop Hwy and Rattler Road

Subject Property
Parcels
City Limit

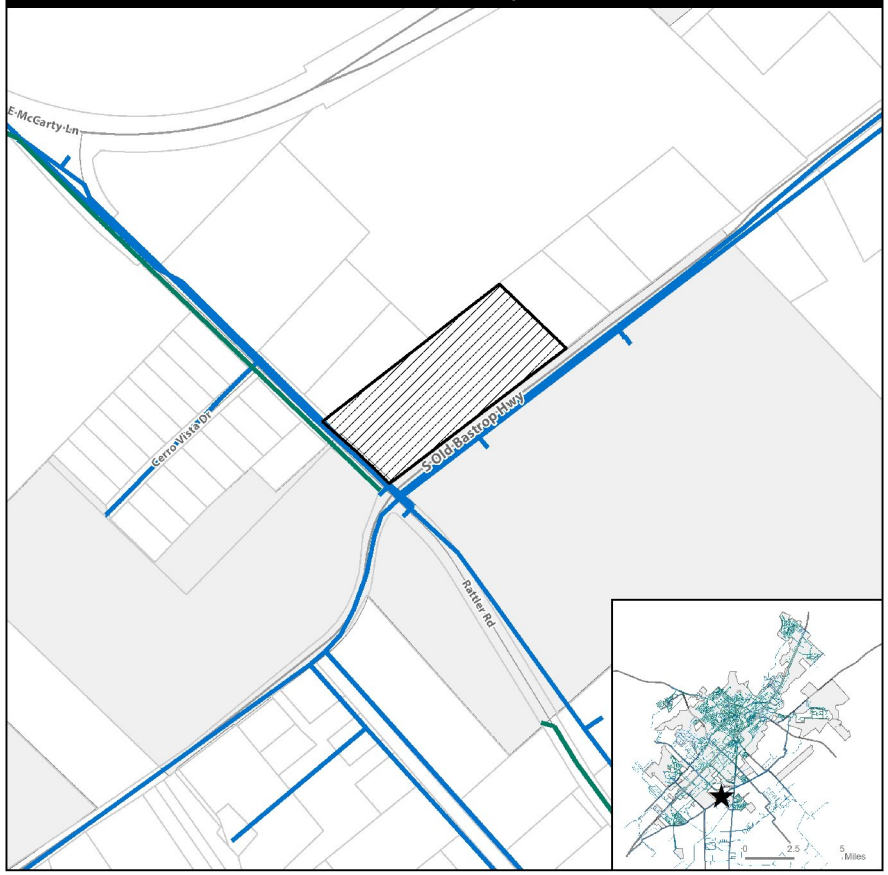
N 0 300 600 1,200 Feet

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.

Map Date: 7/7/2020

SAN MARCOS

AN-20-06 (Lantana on Bastrop)
Water/Wastewater Lines
Annexation — South Old Bastrop Hwy and Rattler Road



Site Location
Subject Property
Parcels
City Limit
Sanitary Main
Water Main

N
0 300 600 1,200 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.

Map Date: 7/7/2020

Annexation & Zoning Schedules:

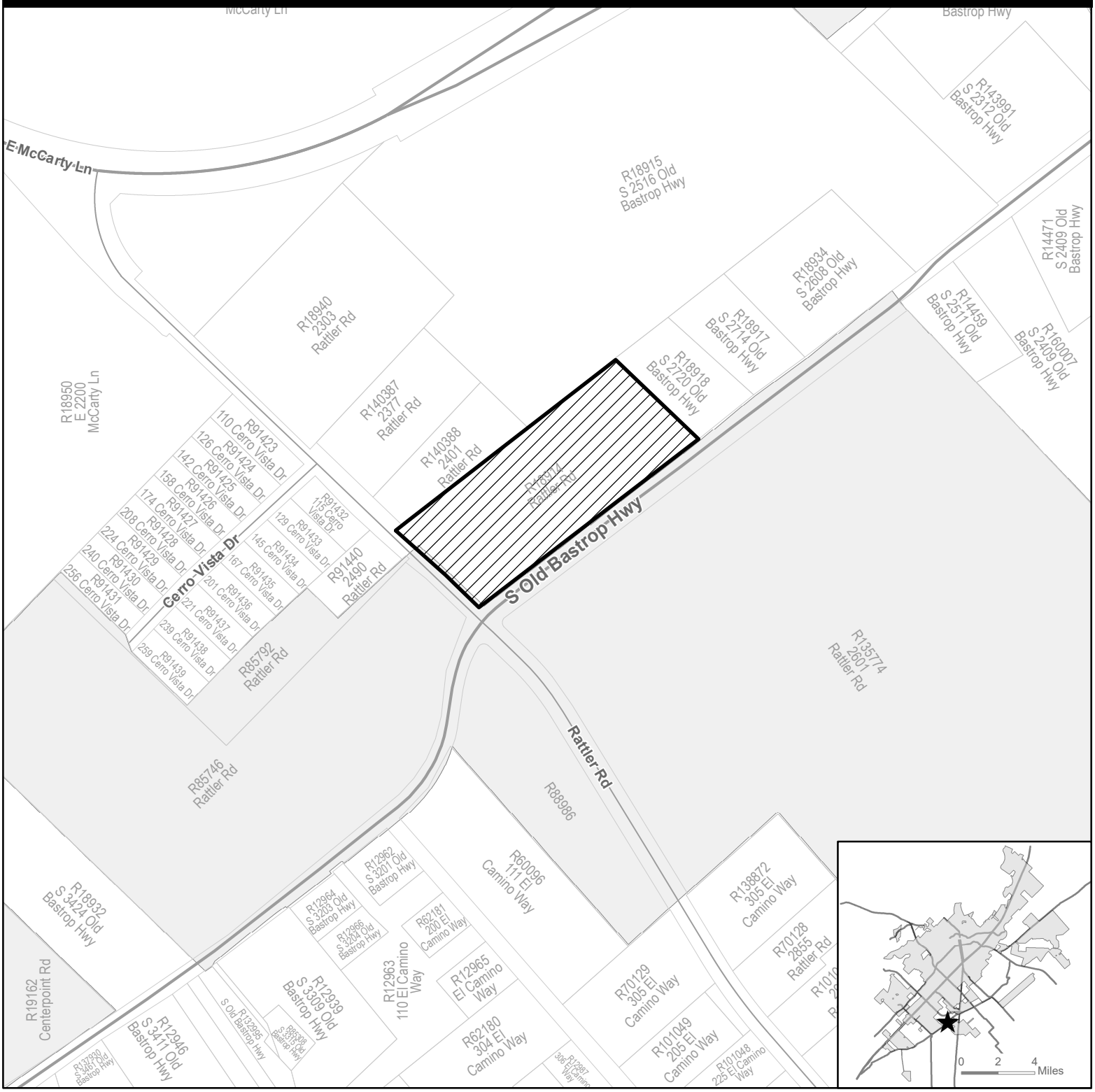
Annexation Schedule

- **City Council Resolution (Approval of Service Agreement and set a public hearing date):** June 16, 2020
- **City Council Ordinance 1st Reading (Public Hearing):** August 4, 2020 (Today)
- **City Council Ordinance 2nd Reading:** August 18, 2020

Zoning Schedule

- **Planning and Zoning Commission (Public Hearing):** June 23, 2020
- **City Council Ordinance 1st Reading (Public Hearing):** August 4, 2020 (Today)
- **City Council Ordinance 2nd Reading:** August 18, 2020

AN-20-06 (Lantana on Bastrop)
Location Map
Annexation — South Old Bastrop Hwy and Rattler Road



★ **Site Location**

Subject Property

Parcel

City Limit

N

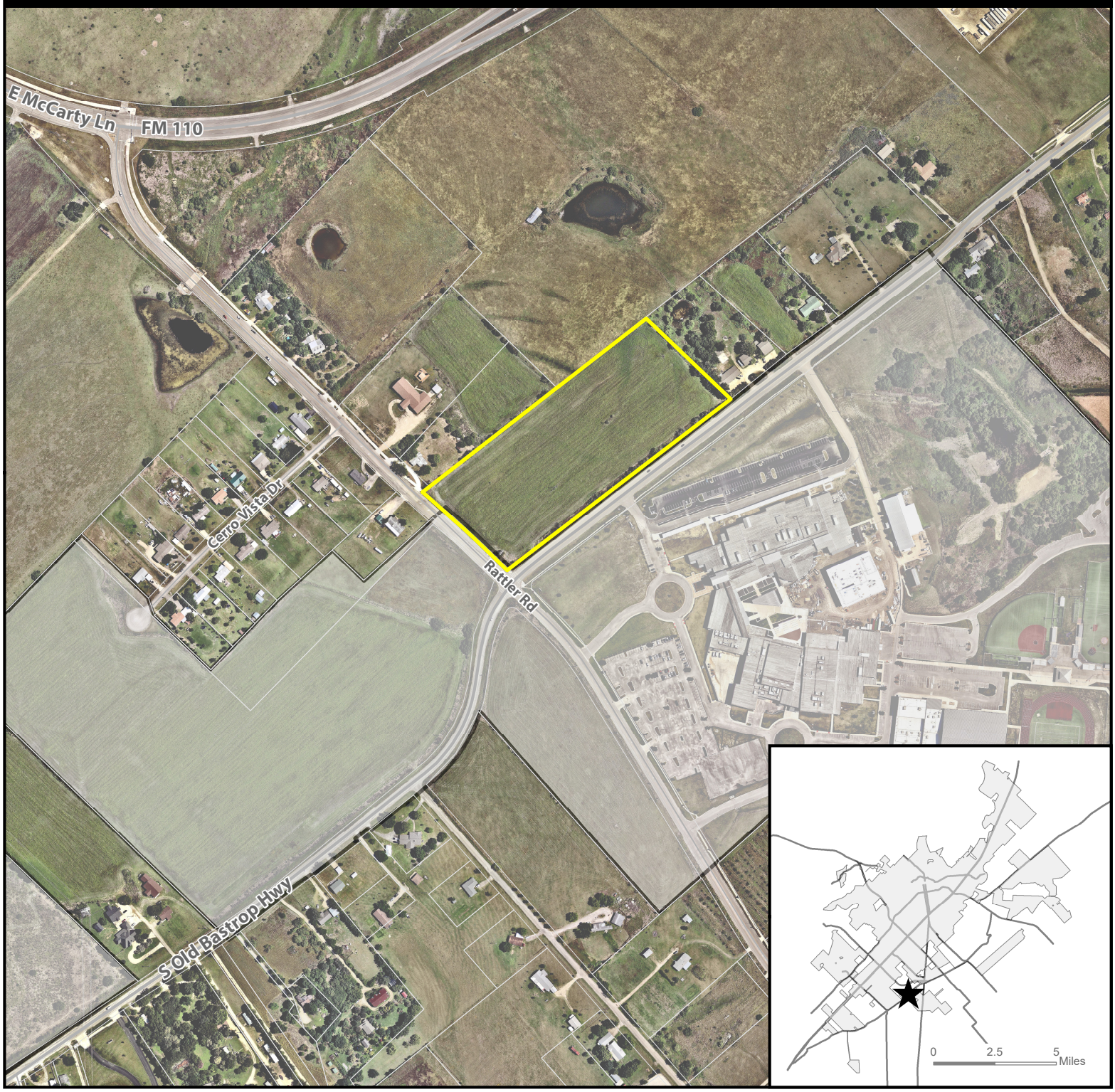
0 300 600 1,200 Feet

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.

Map Date: 7/7/2020

Document Path: S:\Planning & Dev\Planning_Planning Long Range\Annexations\2020\AN-20-06 - Lantana on Bastrop\GIS\AN-20-06 LocationMap.mxd

AN-20-06 (Lantana on Bastrop)
Aerial View
Annexation — South Old Bastrop Hwy and Rattler Road



★ **Site Location**

Subject Property

Parcel

City Limit

N

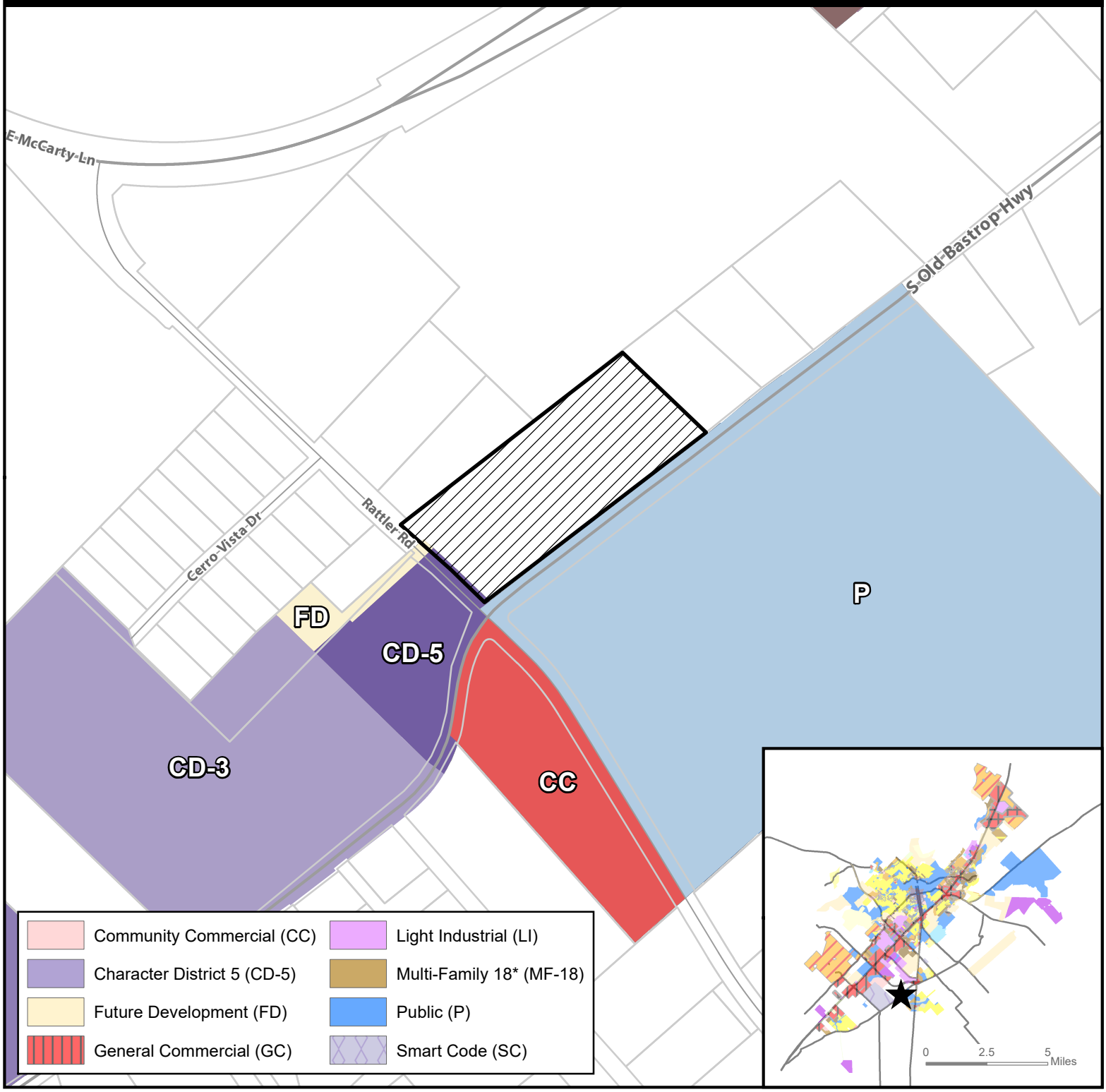
0 300 600 1,200 Feet

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Imagery from 2017.

Map Date: 7/7/2020

Document Path: S:\Planning & Dev\Planning_Planning Long Range\Annexations\2020\AN-20-06 - Lantana on Bastrop\GIS\AN-20-06 Aerial Map.mxd

AN-20-06 (Lantana on Bastrop)
Existing Zoning Map
Annexation — South Old Bastrop Hwy and Rattler Road



Site Location

Subject Property

Parcels

City Limit

N

0 300 600 1,200 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.

Map Date: 7/7/2020

Document Path: S:\Planning & Dev\Planning_Planning Long Range\Annexations\2020\AN-20-06 - Lantana on Bastrop\GIS\AN-20-06 ExistingZoning.mxd

AN-20-06 (Lantana on Bastrop)
Transportation Master Plan
Annexation — South Old Bastrop Hwy and Rattler Road

Subject Property

Parcels

City Limit

N

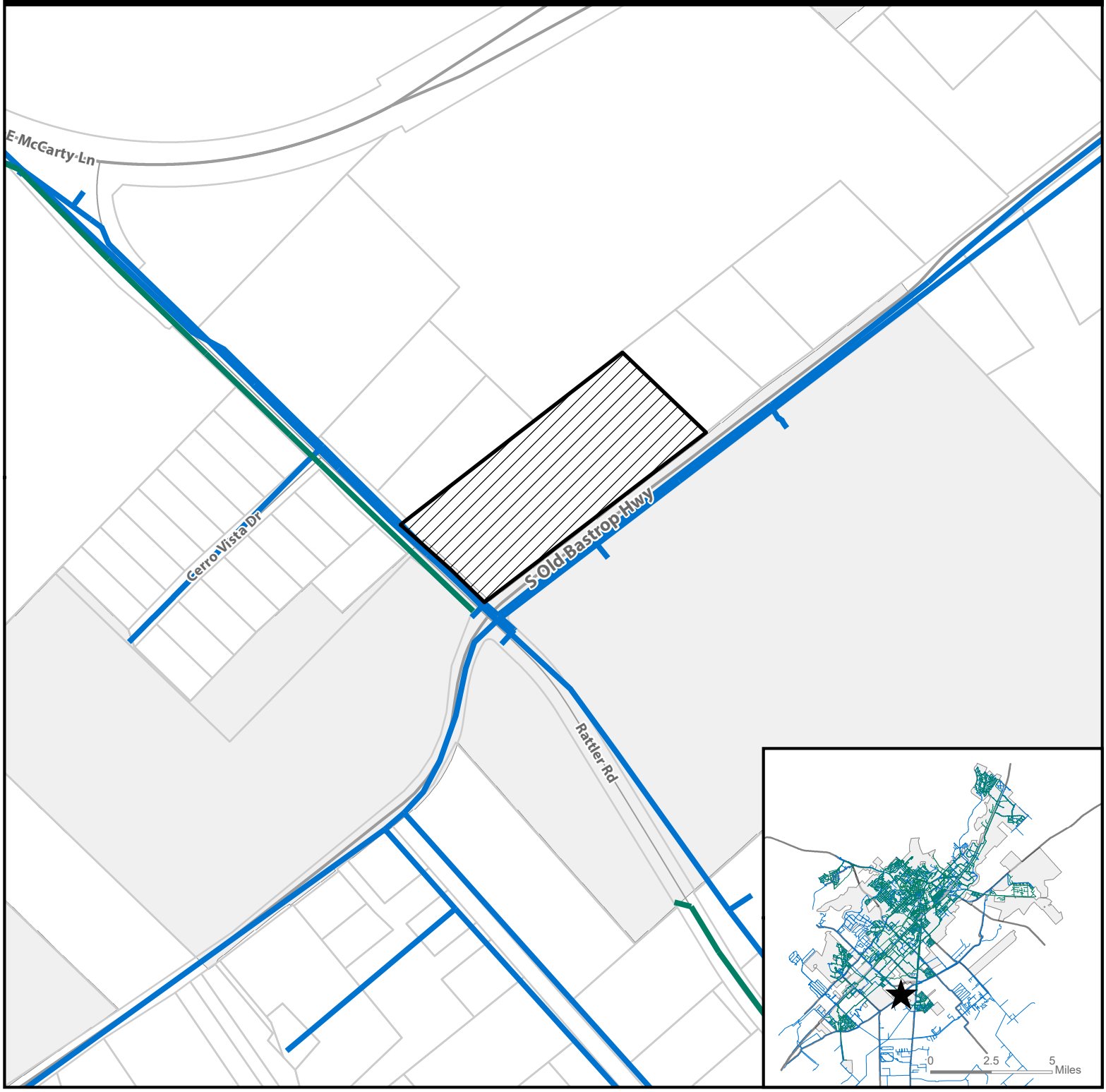
0 300 600 1,200 Feet

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.

Map Date: 7/7/2020

Document Path: S:\Planning & Dev\Planning_Planning Long Range\Annexations\2020\AN-20-06 - Lantana on Bastrop\GIS\AN-20-06 TMP.mxd

AN-20-06 (Lantana on Bastrop)
Water/Wastewater Lines
Annexation — South Old Bastrop Hwy and Rattler Road



Site Location

Subject Property

Parcels

City Limit

Sanitary Main

Water Main

N

0 300 600 1,200 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.

Map Date: 7/7/2020

Document Path: S:\Planning & Dev\Planning_Planning Long Range\Annexations\2020\AN-20-06 - Lantana on Bastrop\GIS\AN-20-06 WaterWastewaterLines.mxd

Comparison Table – City Limits vs. Outside City Limits

Development Standard	City Limits	Outside City Limits
Allowable Uses	Uses are regulated based on the zoning of the property. (ex: an industrial use would not be allowed in a residential zoned property)	Uses cannot be regulated
Transportation Master Plan Roadways	Required	Required
Internal Streets	Based on block perimeter requirements. (2,000' block perimeter max for properties zoned CD-5)	Based on block perimeter requirements. (3,000' block perimeter max for properties in ETJ)
Zoning Development Standards	Required, including: • Property setbacks • Unit maximums • Landscaping • Screening • Tree mitigation • Parking • Lighting • Trash/recycling • Building height / articulation	Not required
Environmental	Required per Chapter 5 of the Development Code, including: • Stormwater / Detention • Water Quality • Floodplain	Required per Chapter 5 of the Development Code, including: • Stormwater / Detention • Water Quality • Floodplain

Application	City Limits	Outside City Limits
Subdivision Plat – formally divides and provides the layout of the property.	Required	Required
Public Improvement Construction Plan – the construction documents submitted to the city for public infrastructure including utilities and streets.	Required	Required
Watershed Protection Plan – the environmental reports and proposal for environmental engineering on the property.	Required	Required
Building Permit – the construction documents for the structures proposed on the property.	Required	Not required
Site Development Permit – construction of site related items	Required	Required

ANNEXATION APPLICATION

Updated: October, 2019

Submitted 5/7/20 # APP-Z-23273

CONTACT INFORMATION

Applicant's Name	David Richardson	Property Owner	Mark Talley
Company	Rattler Road Land Partners, LLC	Company	Rattler Road Land Partners, LLC
Applicant's Mailing Address	454 Soledad, Ste. 200 San Antonio, TX 78205	Owner's Mailing Address	454 Soledad, Ste. 200 San Antonio, TX 78205
Applicant's Phone #	210-354-3705	Owner's Phone #	210-354-3705
Applicant's Email	David@missiondg.com	Owner's Email	Mark@missiondg.com

PROPERTY INFORMATION

Is the property adjacent to city limits ☒ YES ☐ NO

Is the property less than ½ mile in width ☒ YES ☐ NO

Are there less than 3 qualified voters living on the property ☒ YES ☐ NO

Proposed Use: Multi Family **Proposed Zoning:** CD-5

Reason for Annexation / Other Considerations: Utilities needed

AUTHORIZATION

I certify that the information on this application is complete and accurate. I understand the fees and the process for this application. I understand my responsibility, as the applicant, to be present at meetings regarding this request.

Filing Fee $1,181 Technology Fee $13 TOTAL COST $1,194

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

APPLY ONLINE – WWW.MYGOVERNMENTONLINE.ORG/

PROPERTY OWNER AUTHORIZATION

I, Mark Tolley (owner name) on behalf of Rattler Road Land Partners LLC (company, if applicable) acknowledge that I/we am/are the rightful owner of the property located at See attached Metes and Bounds (address).

I hereby authorize David Richardson (agent name) on behalf of Rattler Road Land Partners LLC (agent company) to file this application for Annexation (application type), and, if necessary, to work with the Responsible Official / Department on my behalf throughout the process.

Signature of Owner: _____ Date: 4/1/20

Printed Name, Title: Mark Tolley, Partner

Signature of Agent: _____ Date: 4/1/20

Printed Name, Title: David Richardson, Director of Acquisitions

Form Updated October, 2019

CHECKLIST FOR ANNEXATION APPLICATION

The following items are requested for consideration of this application. These and additional items may be required at the request of the Department		Comments
☑	Pre-development meeting with staff is recommended • Please visit http://sanmarcostx.gov/1123/Pre-Development-Meetings to schedule	
☑	Completed Application for Annexation	
☑	Metes & Bounds description of the area to be annexed	
☑	CAD file in grid for GIS integration. Projection: NAD 1983 StatePlane Texas South Central FIPS 4204 Feet	
☑	Authorization to represent the property owner, if the applicant is not the owner	
☑	Written request to waive the timing requirements for processing annexation under Chapter 43 of the Texas Local Government Code, if the applicant wishes for concurrent consideration of a Zoning Change	
☑	Application Filing Fee $1,181 Technology Fee $13	

****San Marcos Development Code Section 2.3.1.1(C): *"Every application accepted by the responsible official for filing shall be subject to a determination of completeness…the responsible official is not required to review an application unless it is complete…"***

KFW SURVEYING

DESCRIPTION OF
A TOTAL OF 10.11 ACRE TRACT
PART 1 = 9.93 ACRES
PART 2 = 0.1773 OF AN ACRE

PART 1 = A **9.93 acre** tract of land situated in the Cyrus Wickson Survey, Abstract No. 474, Hays County, Texas, and being all of that called 4.0 acre tract of land conveyed to George Barnum and described in Volume 216, Page 41 recorded March 1, 1967 in the in the Deed Records of Hays County, Texas (D.R.), and the remainder of that called 6.0 acre tract of land conveyed to George Barnum and described in Volume 208, Page 116, recorded October 4, 1968 in the D.R., said 9.93 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found at the intersection of the northeasterly right-of-way of Rattler Road (formerly known as McCarty Lane, variable width R.O.W.) with the northwesterly right-of-way of Old Bastrop Highway, (also known as Hays County Road 266, variable with R.O.W.), and being the most easterly corner of that called 0.10 of an acre tract of land conveyed to Hays County and described in Volume 3580, Page 792, recorded January 27, 2009 in the Official Public Records of Hays County, Texas (O.P.R.) for the most southerly corner of the tract described herein;

THENCE: Along and with the northeasterly right-of-way of Rattler Road and the northeasterly line of said 0.10 acre tract, the following three (3) courses:

1. **N 45°48'34"W** a distance of **171.76 feet** to a ½" iron rod with plastic cap stamped KFW SURVEY (hereinafter referred to as SET KFW) set for the beginning of a curve to the left;
2. Along and with the arc of said curve to the left having a radius of **1031.00 feet**, through a central angle of **02°13'57"**, an arc length of **40.17 feet**, and a chord bearing of **N 47°04'08"W** and a chord length of **40.17 feet** to a SET KFW;
3. **N 48°18'10" W**, a distance of **209.33 feet** to a ½" iron rod found for the most northerly corner of said 0.10 acre tract and the most westerly corner of the tract described herein;

THENCE: N 52°08'11" E, along and with the northwesterly line of said 6.0 acre tract, passing at a distance of 19.88 feet a found ½" iron rod on line, and also continuing along and with the southeasterly line of Lot 2 of Salinas Estates subdivision, a plat of record in Volume 17, Page 41 in the Plat Records of Hays County, Texas (P.R.) for a total distance of **620.93 feet** to a ½" iron rod found for the northeast corner of said Lot 2, the most northerly corner of said 6.0 acre tract, the most westerly corner of said 4.0 acre tract, and the most southerly corner of the remainder of that called 54.360 acre tract of land conveyed to Reed Carr and wife Patricia M. Carr and described in Volume 2359, Page 218, recorded November 25, 2003 in the O.P.R.;

THENCE: N 52°16'18" E, along and with the southeasterly line of the remainder of said 54.360 acre tract and the northwesterly line of said 4.0 acre tract, a distance of **415.43 feet** to a ½" iron rod found for the most northerly corner of said 4.0 acre tract and the tract described herein, and for the most westerly corner of that called 2.49 acre tract of land conveyed to Housing Corporation of Eta Tau Chapter of Sigma Nu Fraternity and described in Document Number 2016-16015558, recorded May 17, 2016 in the O.P.R.;

THENCE: S 46°15'04" E, along and with the southwesterly line of said 2.49 acre tract and the northeasterly line of said 4.0 acre tract, a distance of **427.88 feet** to a ½" iron rod found in the

northwesterly right-of-way of Old Bastrop Road for the most southerly corner of said 2.49 acre tract and the most easterly corner of said 4.0 acre tract and the tract described herein;

THENCE: S 52°37'03" W along and with the southeasterly lines of said 4.0 acre tract and said 6.0 acre tract and the northwesterly right-of-way of Old Bastrop Road, a distance of **1030.71 feet** to the **POINT OF BEGINNING** and containing 9.93 acres of land more or less in **PART 1**, and being described in accordance with a survey prepared by KFW Surveying.

TOGETHER WITH PART 2 = 0.1773 OF AN ACRE

PART 2 = A **0.1773 of an acre** tract of land situated in the Cyrus Wickson Survey, Abstract No. 474, Hays County, Texas, and being a portion of that called 0.10 of an acre tract of land conveyed to Hays County and described in Volume 3580, Page 782, recorded January 27, 2009 in the Official Public Records of Hays County, Texas (O.P.R.), and a portion of that called 0.03 acre tract of land conveyed to Hays County and described in Volume 3510, Page 283, recorded October 27, 2008 in the O.P.R., said 0.1773 of an acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found in the northeasterly right-of-way of Rattler Road (formerly known as McCarty Lane, variable width R.O.W.) and being the most northerly corner of said 0.10 of an acre tract of land for the most northerly corner of the tract described herein;

THENCE: S 48°18'10" E, along and with the northeasterly right-of-way of Rattler Road and the northeasterly line of said 0.10 acre tract, a distance of **95.19 feet** to a calculated point for an exterior corner of that called 39.37 acre tract of land as described in City of San Marcos Ordinance No. 2020-01 for the most easterly corner of the tract described herein;

THENCE: S 48°03'51" W, crossing the right-of-way of said Rattler Road and along and with an exterior line of said 39.37 acre tract, a distance of **81.64 feet** to a calculated point in the southwesterly right-of-way of said Rattler Road for the east corner of the remainder of Lot 18 of Hillside Village subdivision, a plat of record in Volume 8, Page 148 in the P.R. and for the most southerly corner of said 0.03 acre tract and the tract described herein;

THENCE: N 45°36'59" W, along and with the southwesterly right-of-way line of said Rattler Road and the southwesterly line of said 0.03 acre tract, a distance of **100.33 feet** to a calculated point for the most westerly corner of the tract described herein;

THENCE: N 52°08'11" E crossing the right-of-way of said Rattler Road, a distance of **77.72 feet** to the **POINT OF BEGINNING** and containing 0.1773 of an acre or 7,725 square feet of land more or less in **PART 2**. PART 2 was prepared under 22 TAC § 663.21, and does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Job No.:	19-109
Prepared by:	KFW Surveying
Date:	June 11, 2020
File:	S:\Draw 2019\19-109 Liv San Marcos\DOCS\19-109 ZONING DESC TCP 061120.doc

11 JUNE 2020

STATE OF TEXAS
REGISTERED
TIM C. PAPPAS
5543
PROFESSIONAL
LAND SURVEYOR

INVEST • BUILD • GROW

May 7, 2020

Request to Waive Timing Requirements

To Whom It May Concern:

I, Mark Tolley, a Partner with Rattler Road Land Partners, LLC and owner of the 9.933 acre property at the corner of Old Bastrop Road and Rattler Road in San Marcos, Texas do hereby request to waive the timing requirements for processing annexation under Chapter 43 of the Texas Local Government Code as we wish for concurrent consideration of a Zoning Change from Agricultural to CD-5.

Thank you and please do not hesitate to reach out to me with any questions.

Mark Tolley

Partner

Mark@missiondg.com

210-354-3705

AGREEMENT FOR THE PROVISION OF SERVICES
(Pursuant to Tex. Local Gov't Code §43.0672)

Date: June 16, 2020

Owner: RATTLER ROAD LAND PARTNERS, LLC, 454 Soledad Street, Suite 200, San Antonio, Texas 78205

City: City of San Marcos, Texas, a home rule municipal corporation, 630, East Hopkins Street, San Marcos, Texas 78666

Property: As described in Exhibit A.

---

1. The Owner has petitioned the City and the City has elected to annex the Property into the corporate limits of the City. Pursuant to Tex. Local Gov't Code §43.0672, the Owner and the City enter this agreement (the "Agreement") for the provision of services to the Property when annexed.

2. By this Agreement, the Owner affirms its consent to such annexation of the Property by the City and that Owner does not wish to enter into and has declined the offer from the City of a development agreement under Sections 43.016 and 212.172 of the Texas Local Government Code

3. In consideration of the mutual benefits to the Owner and the City arising from the annexation of the Property, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Owner and the City enter into this Agreement and agree that services to the Property will be provided as described in Exhibit B.

4. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas. Venue for any legal proceedings shall lie in state courts located in Hays County, Texas. Venue for any matters in federal court will be in the United States District Court for the Western District of Texas.

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

6. This Agreement shall be binding upon Owner, and Owner's heirs, successors and assigns, and all future owners of all or any portion of the Property.

7. This Agreement will become effective as of the date an ordinance annexing the Property is finally passed, approved and adopted by the City's city council (the Effective Date).

[SIGNATURES ON NEXT PAGE]

CITY:

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on _____, 20___, by _____, _____of the City of San Marcos, in such capacity, on behalf of said municipality.

_____
Notary Public, State of Texas

OWNER:
RATTLER ROAD LAND PARTNERS LLC, a Texas limited liability company

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__ by _____, _____ of _____ in such capacity on behalf of said entity.

_____
Notary Public, State of _____

EXHIBIT B

When the Property is annexed, services will be provided to the Property as follows:

1. Police Protection
Police services, including patrolling, response to calls and other routine services, will begin on the Effective Date of the annexation using existing personnel and equipment.

2. Fire Protection
Fire protection services, including emergency response calls, will begin on the Effective Date of the annexation using existing personnel and equipment and within the limitations of the available water supply.

3. Emergency Medical Services
The City of San Marcos contract for emergency medical services through the San Marcos-Hays County EMS, which already provides service to the area being annexed.

4. Solid Waste Collection
Solid waste collection services, provided under contract with a private company, will be made available to all properties on the Effective Date of the annexation. Residents of the Property may elect to continue using the services of a private solid waste hauler for a period of two years after the Effective Date of the annexation. Businesses and institutions must make arrangements with private solid waste haulers.

5. Operation and Maintenance of Water and Wastewater Facilities

a. Water. The Property is located within an area over which the City of San Marcos holds a Certificate of Convenience and Necessity (CCN) for water service. The City will make water service available to the Property on the Effective Date of the annexation on the same basis as available to other owners of property in the City, i.e., the Owner is solely responsible for the cost to construct and extend all infrastructure, facilities, and lines necessary to serve the Property.

b. Wastewater. The Property is not covered by a CCN for wastewater service, however, the City of San Marcos has wastewater lines adjacent to the Property and agrees to make wastewater service available to the Property on the Effective Date of the annexation on the same basis as available to other owners of property in the City, i.e., the Owner is solely responsible for the cost to construct and extend all infrastructure, facilities, and lines necessary to serve the Property. In addition, the City is in the process of adding the Property as an area covered by the City's CCN for wastewater service.

6. Construction, Operation and Maintenance of Roads and Streets
As new development occurs within the Property, the Owner(s) of Property will be required to construct streets at the Owner's sole expense in accordance with applicable ordinances of the City.

7. Electric Service

The Property is located in the Bluebonnet Electric Cooperative service area. Thus, the City will not provide electric service to the Property.

8. Operation and Maintenance of Parks, Playgrounds, and/or Swimming Pools

No parks, playgrounds, and/or swimming pools currently exist within the Property. The same standards and policies now established and in force within the city limits will be followed in maintaining and expanding recreational facilities to serve the Property. Upon annexation, the owners and residents of property located within the Property shall be entitled to the use of all municipal parks and recreational facilities, subject to the same restrictions, fees, and availability that pertains to the use of those facilities by other citizens of the city.

9. Operation and Maintenance of Other Public Facilities, Buildings, and Services

No other public facilities, buildings, or services currently exist within the Property. The same standards and policies now established and in force within the city limits will be followed in maintaining and expanding other public facilities, building, and services. Upon annexation, the owners and residents of property located within the Property shall be entitled to the use of all municipal facilities, buildings, and services, subject to the same restrictions, fees, and availability that pertains to the use of those facilities and services by other citizens of the city.

EXHIBIT A

KFW SURVEYING

DESCRIPTION OF
A TOTAL OF 10.11 ACRE TRACT
PART 1 = 9.93 ACRES
PART 2 = 0.1773 OF AN ACRE

PART 1 = A **9.93 acre** tract of land situated in the Cyrus Wickson Survey, Abstract No. 474, Hays County, Texas, and being all of that called 4.0 acre tract of land conveyed to George Barnum and described in Volume 216, Page 41 recorded March 1, 1967 in the in the Deed Records of Hays County, Texas (D.R.), and the remainder of that called 6.0 acre tract of land conveyed to George Barnum and described in Volume 208, Page 116, recorded October 4, 1968 in the D.R., said 9.93 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found at the intersection of the northeasterly right-of-way of Rattler Road (formerly known as McCarty Lane, variable width R.O.W.) with the northwesterly right-of-way of Old Bastrop Highway, (also known as Hays County Road 266, variable with R.O.W.), and being the most easterly corner of that called 0.10 of an acre tract of land conveyed to Hays County and described in Volume 3580, Page 792, recorded January 27, 2009 in the Official Public Records of Hays County, Texas (O.P.R.) for the most southerly corner of the tract described herein;

THENCE: Along and with the northeasterly right-of-way of Rattler Road and the northeasterly line of said 0.10 acre tract, the following three (3) courses:

1. **N 45°48'34"W** a distance of **171.76 feet** to a ½" iron rod with plastic cap stamped KFW SURVEY (hereinafter referred to as SET KFW) set for the beginning of a curve to the left;
2. Along and with the arc of said curve to the left having a radius of **1031.00 feet**, through a central angle of **02°13'57"**, an arc length of **40.17 feet**, and a chord bearing of **N 47°04'08"W** and a chord length of **40.17 feet** to a SET KFW;
3. **N 48°18'10" W**, a distance of **209.33 feet** to a ½" iron rod found for the most northerly corner of said 0.10 acre tract and the most westerly corner of the tract described herein;

THENCE: N 52°08'11" E, along and with the northwesterly line of said 6.0 acre tract, passing at a distance of 19.88 feet a found ½" iron rod on line, and also continuing along and with the southeasterly line of Lot 2 of Salinas Estates subdivision, a plat of record in Volume 17, Page 41 in the Plat Records of Hays County, Texas (P.R.) for a total distance of **620.93 feet** to a ½" iron rod found for the northeast corner of said Lot 2, the most northerly corner of said 6.0 acre tract, the most westerly corner of said 4.0 acre tract, and the most southerly corner of the remainder of that called 54.360 acre tract of land conveyed to Reed Carr and wife Patricia M. Carr and described in Volume 2359, Page 218, recorded November 25, 2003 in the O.P.R.;

THENCE: N 52°16'18" E, along and with the southeasterly line of the remainder of said 54.360 acre tract and the northwesterly line of said 4.0 acre tract, a distance of **415.43 feet** to a ½" iron rod found for the most northerly corner of said 4.0 acre tract and the tract described herein, and for the most westerly corner of that called 2.49 acre tract of land conveyed to Housing Corporation of Eta Tau Chapter of Sigma Nu Fraternity and described in Document Number 2016-16015558, recorded May 17, 2016 in the O.P.R.;

THENCE: S 46°15'04" E, along and with the southwesterly line of said 2.49 acre tract and the northeasterly line of said 4.0 acre tract, a distance of **427.88 feet** to a ½" iron rod found in the

northwesterly right-of-way of Old Bastrop Road for the most southerly corner of said 2.49 acre tract and the most easterly corner of said 4.0 acre tract and the tract described herein;

THENCE: S 52°37'03" W along and with the southeasterly lines of said 4.0 acre tract and said 6.0 acre tract and the northwesterly right-of-way of Old Bastrop Road, a distance of **1030.71 feet** to the **POINT OF BEGINNING** and containing 9.93 acres of land more or less in **PART 1**, and being described in accordance with a survey prepared by KFW Surveying.

TOGETHER WITH PART 2 = 0.1773 OF AN ACRE

PART 2 = A **0.1773 of an acre** tract of land situated in the Cyrus Wickson Survey, Abstract No. 474, Hays County, Texas, and being a portion of that called 0.10 of an acre tract of land conveyed to Hays County and described in Volume 3580, Page 782, recorded January 27, 2009 in the Official Public Records of Hays County, Texas (O.P.R.), and a portion of that called 0.03 acre tract of land conveyed to Hays County and described in Volume 3510, Page 283, recorded October 27, 2008 in the O.P.R., said 0.1773 of an acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found in the northeasterly right-of-way of Rattler Road (formerly known as McCarty Lane, variable width R.O.W.) and being the most northerly corner of said 0.10 of an acre tract of land for the most northerly corner of the tract described herein;

THENCE: S 48°18'10" E, along and with the northeasterly right-of-way of Rattler Road and the northeasterly line of said 0.10 acre tract, a distance of **95.19 feet** to a calculated point for an exterior corner of that called 39.37 acre tract of land as described in City of San Marcos Ordinance No. 2020-01 for the most easterly corner of the tract described herein;

THENCE: S 48°03'51" W, crossing the right-of-way of said Rattler Road and along and with an exterior line of said 39.37 acre tract, a distance of **81.64 feet** to a calculated point in the southwesterly right-of-way of said Rattler Road for the east corner of the remainder of Lot 18 of Hillside Village subdivision, a plat of record in Volume 8, Page 148 in the P.R. and for the most southerly corner of said 0.03 acre tract and the tract described herein;

THENCE: N 45°36'59" W, along and with the southwesterly right-of-way line of said Rattler Road and the southwesterly line of said 0.03 acre tract, a distance of **100.33 feet** to a calculated point for the most westerly corner of the tract described herein;

THENCE: N 52°08'11" E crossing the right-of-way of said Rattler Road, a distance of **77.72 feet** to the **POINT OF BEGINNING** and containing 0.1773 of an acre or 7,725 square feet of land more or less in **PART 2**. PART 2 was prepared under 22 TAC § 663.21, and does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Job No.:	19-109
Prepared by:	KFW Surveying
Date:	June 11, 2020
File:	S:\Draw 2019\19-109 Liv San Marcos\DOCS\19-109 ZONING DESC TCP 061120.doc

11 JUNE 2020

STATE OF TEXAS REGISTERED TIM C. PAPPAS 5543 PROFESSIONAL LAND SURVEYOR

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

OWNER'S CONSENT TO ANNEXATION OF LAND

Date: May 15, 2020

City: City of San Marcos, Texas, a home rule municipal corporation

Owner: Mark Tolley, Rattler Road Land Partners LLC, 454 Soledad Street, Suite 200, San Antonio, Texas 78205

Property: 10.1073 acres out of the Cyrus Wickson Survey, Abstract No. 474, in Hays County

---

Owner petitioned the City to initiate proceedings to annex the Property. Owner acknowledges and agrees that, in connection with annexation of the Property:

1. Owner does not wish to enter into a development agreement with the City under Section 212.172 and has declined the offer by the City of such a development agreement.

2. Unless specifically authorized by a written agreement with Owner approved by the City Council under applicable ordinances, the City has no obligation to extend water, wastewater, or electric utility services, roads, or other infrastructure to the Property at the City's expense, and the City has made no offers, representations or promises that the City will, at the City's expense, extend water, wastewater, or electric utility services, roads, or other infrastructure to the Property. Such extensions to the Property shall be made available in the same manner and on the same basis as available to other areas of the City, whereby it shall be Owner's sole obligation, and at Owner's sole expense, to construct and install all infrastructure necessary to extend such services to the Property under applicable ordinances.

3. Owner waives any and all rights of Owner to assert any claim or demand, or to file suit against, and covenants not to sue, the City on the basis that the annexation of the Property by the City is invalid, void or voidable, in whole or in part.

4. This instrument is made, and shall be construed and interpreted under the laws of the State of Texas. Venue for any legal proceedings concerning this instrument shall lie in State courts having jurisdiction located in Hays County, Texas. Venue for any matters in federal court will be in the United States District Court for the Western District of Texas.

5. If any word, phrase, clause, sentence, or paragraph of this instrument is held to be unconstitutional or invalid by a court of competent jurisdiction, the other provisions of this

instrument will continue in force if they can be given effect without the invalid portion.

6. This instrument may be recorded in the Official Public Records of the County or Counties in which the Property is located and is binding on Owner's successors, heirs and assigns, and any future owners of the Property.

[SIGNATURE(S) ON NEXT PAGE]

OWNER:

By: _____

Name: _____

Title: Partner

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Bexar §

This instrument was acknowledged before me on May 15, 2020 by Mark Tolley, _____ of Mission Biz in such capacity on behalf of said entity.

LUCRECIA MARIE RODRIGUEZ
Notary Public, State of Texas
Comm. Expires 10-04-2020
Notary ID 130847805

_____
Notary Public, State of TEXAS

DECLINATION OF OFFER OF DEVELOPMENT AGREEMENT

The attached Development Agreement was offered by the City of San Marcos to the owner of the property subject to the following application/petition (check one):

____ Out of City Utility Connection of Extension Application

__X__ Petition for Annexation (without OCU Request)

By signing below, the owner of the subject property declines the offer to enter into such Development Agreement.

OWNER (Entity):

By: _____

Name: _____

Title: Partner

Date: 5/15/20

Case No. AN-20-06

DEVELOPMENT AGREEMENT PURSUANT TO
CHAPTERS 43 AND 212 OF THE TEXAS LOCAL GOVERNMENT CODE

This Development Agreement (the "Agreement") is entered into pursuant to Section 43.016 and 212.172 of the Texas Local Government Code ("LGC") by and between the City of San Marcos, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in _____ County, Texas which is more particularly and separately described in the attached Exhibit "A" which is made a part of this Agreement and incorporated herein; and

WHEREAS, the City desires to annex the Property; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction ("ETJ"), in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.016 and 212.172, LGC, in order to address the desires of the Owner and the procedures of the City; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

SECTION 1. The City guarantees the continuation of the ETJ status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to the provisions of Chapter 43, LGC.

SECTION 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23, Texas Tax Code, except for existing single-family residential use of the Property without the prior written consent of the City.

The Owner covenants and agrees that it will not file for a concept plat, subdivision plat, or related development document for the Property with _____ County or the City until the Property has been annexed into, and zoned, or another development agreement has been entered into, by the City. This provision does not include permits for improvements, repairs, or utility connections to structures existing on the execution date of this Agreement.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the

SAMPLE

Property has been annexed into, and zoned, or another development agreement has been entered into, by the City; however, the Owner may construct an accessory structure or addition to an existing structure that is consistent with the use of the Property for agriculture, wildlife management, and/or timber land or as an existing single-family residence provided that same is done in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severally, to indemnify, hold harmless and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

SECTION 3. The Owner acknowledges that if any concept plat, subdivision plat, or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council of the City. The Owner agrees that such annexation will be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

Furthermore, Owner hereby waives any and all vested rights and claims that it may have under Section 43.002(a)(2) and Chapter 245, LGC, that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

SECTION 4. The City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251, LGC, to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

SECTION 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a notary public. The parties to this Agreement may renew or extend the Term only by mutual written agreement, subject to any other agreed terms and conditions.

This Agreement is deemed to be a petition for voluntary annexation upon the expiration of the Term and the Property will be subject to annexation at the discretion of the City Council of the City. Thus, without further consent or petition by the Owner, the City may initiate the process for voluntary annexation of the Property: a) before the end of the Term, to be effective after the last day of the Term; or b) at any time after the end of the Term. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245, LGC, that would otherwise exist by virtue of any plat or construction that any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

SAMPLE

SECTION 6. Property annexed pursuant to this Agreement will be zoned in accordance with the City's Code of Ordinances and applicable law.

SECTION 7. Owner recognizes that for purposes of Section 43.003(2), LGC, or another law, including the City's Charter or an ordinance of the City, the Property that is the subject of this Agreement is, for the purposes relating to the City's authority to annex an area adjacent to the City, considered adjacent or contiguous to the City.

SECTION 8. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successors, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of San Marcos
Attn: City Manager
630 East Hopkins Street
San Marcos, Texas 78666

With a copy to:

City of San Marcos
Attn: Director of Planning
630 East Hopkins Street
San Marcos, Texas 78666

SECTION 9. This Agreement shall run with the Property and be recorded in the real property records of _____ County, Texas.

SECTION 10. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding voluntary annexation, then the remainder of this Agreement shall remain in full force and effect.

SECTION 11. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure by any Owner or the City to enforce any covenant shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 12. No subsequent change in the law shall affect the validity or enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

SECTION 13. This Agreement shall be construed in accordance with the laws of the state of Texas. Venue for any dispute or matter arising under this Agreement shall be in the state courts in _____ County, Texas, or if in federal court, the United States District Court for the Western District of Texas, Austin Division.

SAMPLE

SECTION 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4 and 5 herein.

SECTION 15. This Agreement shall be recorded in the Official Public Records of the County in which the Property is located, and is binding upon the Owner's heirs, successors and assigns and future owners of the Property.

SECTION 16. This Agreement may be separately executed in any number of individual counterparts, and such counterpart signatures, when assembled together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement shall become effective as of the date of the last properly authorized signature.

[SIGNATURES ON NEXT PAGE]

SAMPLE

CITY OF SAN MARCOS, TEXAS:

By: _____
_____, City Manger

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20__, by _____, City Manager of the City of San Marcos, in such capacity, on behalf of said municipality.

_____
Notary Public, State of Texas

SAMPLE

OWNER (Individual)**:**

_____

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__ by _____.

_____
Notary Public, State of _____

SAMPLE

OWNER (Entity)**:**

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__ by _____, _____ of _____ in such capacity on behalf of said entity.

_____
Notary Public, State of _____

SAMPLE

EXHIBIT A
[ATTACH PROPERTY DESCRIPTION]

SAMPLE

File #: Ord. 2020-49, **Version:** 1

AGENDA CAPTION:
Receive a Staff Presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-49, amending the Official Zoning Map of the City by rezoning approximately 10.1073 acres of land, generally located at the northern corner of South Old Bastrop Highway and Rattler Road, from “FD” Future Development District to “CD-5” Character District-5 District; and including procedural provisions; and consider approval of Ordinance 2020-49 on the first of two readings.
Meeting date: August 4, 2020

Department: Planning and Development Services

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

Fiscal Note:

Prior Council Action: n/a

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

N/A

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☒ Land Use - Choose an item.

☒ Neighborhoods & Housing - Choose an item.

☐ Parks, Public Spaces & Facilities - Choose an item.

☐ Transportation - Choose an item.

☐ Core Services

☐ Not Applicable

Master Plan: *[Please select the corresponding Master Plan from the dropdown menu below (if applicable)]*
Vision San Marcos - A River Runs Through Us

Background Information:
The subject property is currently located outside the City Limits in the Extraterritorial Jurisdiction (ETJ). The property is currently vacant and is located across the street (South Old Bastrop Highway) from San Marcos High School and adjacent to residential and church uses. There is a CD-5 zoned tract located across Rattler Road and a CC-Community Commercial zoned tract located diagonally opposite of the property.

The purpose of the zoning is to allow for the development of a 216-unit low income housing apartment complex. In February 2020, City Council approved a Resolution of No Objection for this project allowing the developer to pursue housing tax credits from Texas Department of Housing and Community Affairs. According to the Resolution of No Objection application, the complex will contain 216 units consisting of one, two, and three bedrooms, restricted to those with incomes between 30% to 70% of the area median income.

The City will provide water and wastewater services to the site upon annexation. Bluebonnet Electric Cooperative will provide electric service to this development.

Council Committee, Board/Commission Action:
At the June 23, 2020 meeting, the Planning and Zoning Commission recommended approval of the zoning request with a 9-0 vote.

Alternatives:
n/a

Recommendation:
Staff provides this request to the Council for your consideration and recommends approval of the request for a zoning change from “FD” Future Development to “CD-5” Character District-5.

ZC-20-11 (Corner of South Old Bastrop Highway & Rattler Road)

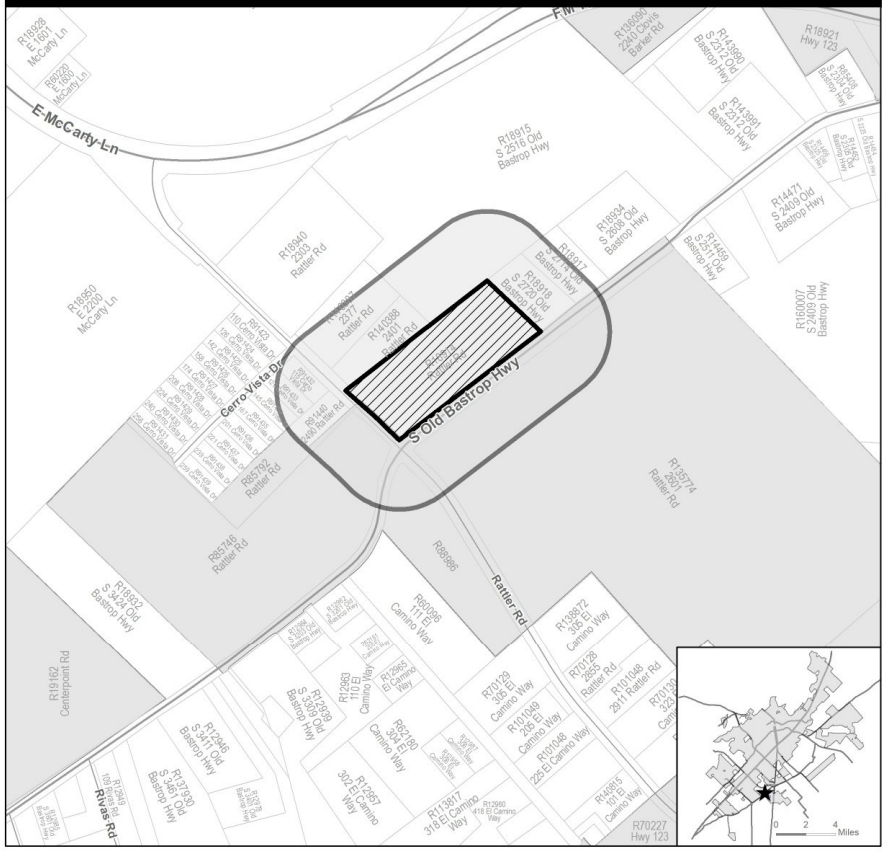
Receive a Staff Presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-XX, amending the Official Zoning Map of the City by rezoning approximately 10 acres, more or less, out of the C. Wickson Roberts Survey, Abstract No. 474, Hays County, Texas, generally located at the northern corner of South Old Bastrop Highway and Rattler Road, from “FD” Future Development District to “CD-5” Character District-5 District; and including procedural provisions; and consider approval of Ordinance 2020-XX on the first of two readings.

SAN MARCOS

Location:

- Approximately ten acres
- **Current Configuration:** Vacant / Agricultural land
- Surrounding uses include:
  - Single-family (ETJ)
  - Church (ETJ)
  - San Marcos High School
  - Vacant / rural
- Located outside the City Limits (Extraterritorial Jurisdiction)

ZC-20-11
400' Notification Buffer
Lantana on Bastrop Zoning — South Old Bastrop Hwy. & Rattler Rd.



★ Site Location
Subject Property
400' Buffer
Parcel
City Limit

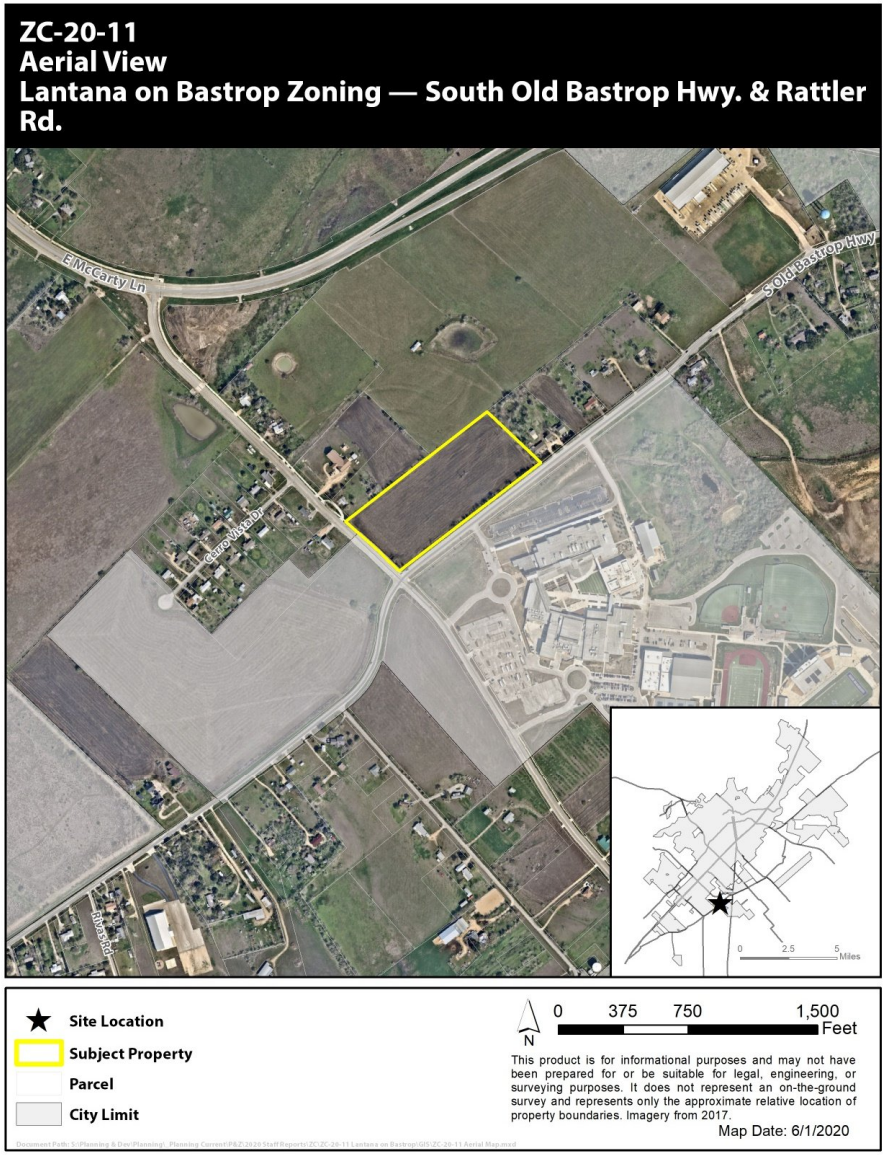
N
0 375 750 1,500 Feet

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.

Map Date: 6/1/2020

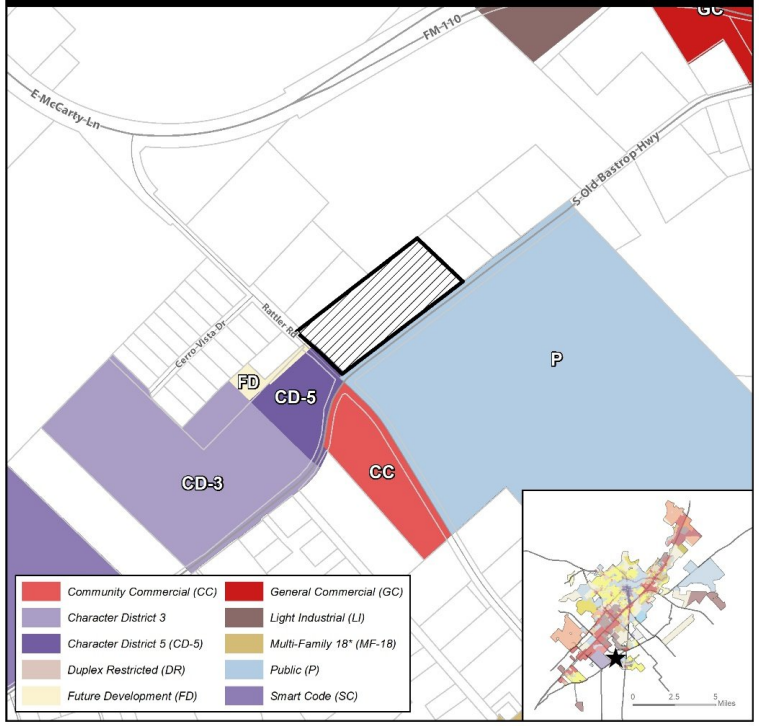
Context & History

- **Existing Zoning:** Outside City Limits (ETJ)
- **Proposed Zoning:** Character District - 5 (CD-5)
- Proposed CD-5 zoning allows for residential, commercial, and office uses and Building Types.
- Annexation request is being processed concurrently for property located outside City Limits
  - FD zoning is default classification for newly annexed land.



SAN MARCOS

ZC-20-11
Existing Zoning
Lantana on Bastrop Zoning — South Old Bastrop Hwy. & Rattler Rd.



Site Location
Subject Property
Parcels
City Limit

N 0 375 750 1,500 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.

Map Date: 6/1/2020

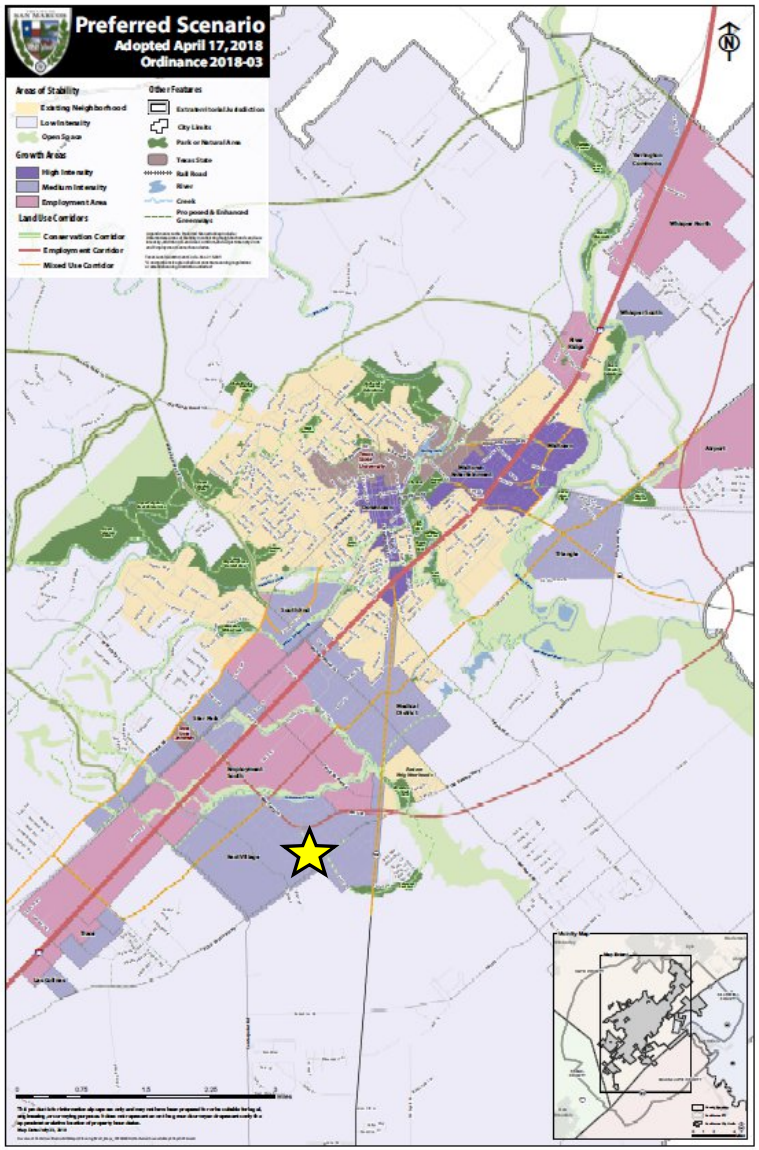
ZC-20-11
Preferred Scenario
Lantana on Bastrop Zoning — South Old Bastrop Hwy. & Rattler Rd.

Site Location
Subject Property
Parcels
City Limit

N 0 375 750 1,500 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.

Map Date: 6/1/2020



Comprehensive Plan Analysis

Step 1: Where is the property located on the Comprehensive Plan?

Located in a Medium Intensity Zone

"An area of change intended to accommodate the City's future growth and expansion where people can meet their daily needs within a short walk, bike, transit trip, or drive" (4.1.1.6)

Comprehensive Plan Analysis

Step 2: Is the request consistent with the Comprehensive Plan / District Translation Table?

Applicant is requesting a "Character District" (CD-5) within a Medium Intensity Zone.

TABLE 4.1 COMPREHENSIVE PLAN / DISTRICT TRANSLATION

DISTRICT CLASSIFICATION	COMPREHENSIVE PLAN DESIGNATIONS					
	OPEN SPACE/ AGRICULTURAL	LOW INTENSITY	EXISTING NEIGHBORHOOD	MEDIUM OR HIGH INTENSITY ZONE	EMPLOYMENT CENTER	CORRIDOR
Conventional Residential	NP	NP	C	--	--	--
Neighborhood Density Districts	NP	NP	See Section 4.1.2.4 - 4.1.2.5	NP	NP	C
Character Districts	NP	C	--	C	NP	C
Special Districts	--	NP	NP	NP	C	C
Legend	-- = Not Allowed (PSA Required)		NP=Not Preferred		C = Consider	

CD-5 Zoning Analysis:

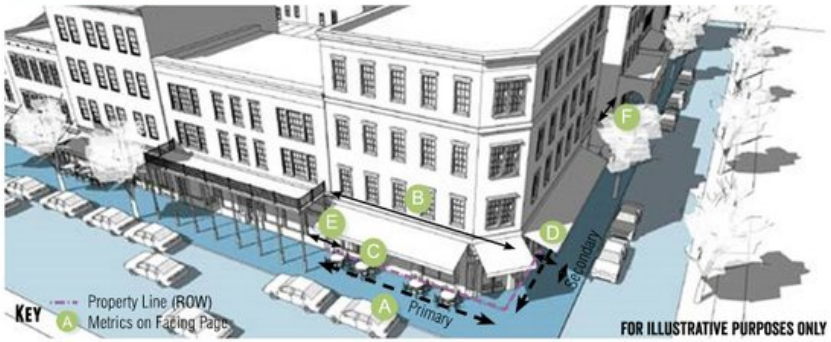
- CD-5 zoning is intended to provide a variety of residential, retail, and commercial uses. To promote walkability and compatibility, auto-oriented uses are restricted. CD-5 promotes mixed use and pedestrian-oriented activity.

- **Allowable Building Types:** *Accessory Dwelling, Townhouse, Apartment, Live/Work, Mixed Use Shopfront, Civic Building*

- Proposed rezoning aligns with vision of the Comprehensive Plan, which states that the community needs diversified housing options and to direct growth to Intensity Zones.

- The property is vacant and shown to be in a low constrained area. There is no floodplain on the property.

CD-5 SECTION 4.4.3.5 CHARACTER DISTRICT - 5



General Description

The CD-5 district is intended to provide for a variety of residential, retail, service and commercial uses. To promote walkability and compatibility, auto-oriented uses are restricted. CD-5 promotes mixed use and pedestrian-oriented activity.

Density

Impervious Cover	100% max.

Transportation

Block Perimeter	2,000 ft. max	Section 3.6.2.1
Streetscape Type	Main Street Multi-Way	Section 3.8.1.6 Section 3.8.1.9

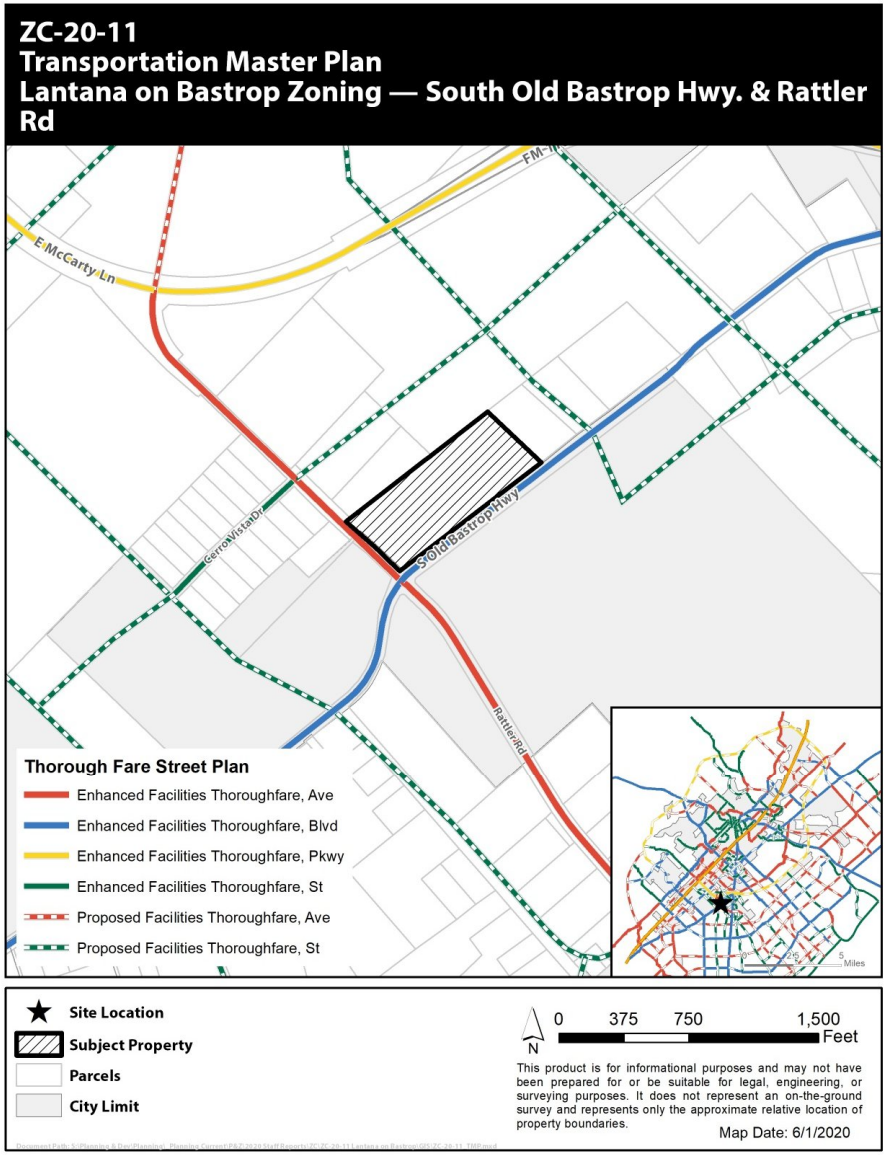
Building Types Allowed

Accessory Dwelling	Section 4.4.6.1
Townhouse	Section 4.4.6.7
Apartment	Section 4.4.6.10
Live/ Work	Section 4.4.6.11
Mixed Use Shopfront	Section 4.4.6.14
Civic Building	Section 4.4.6.15

SAN MARCOS

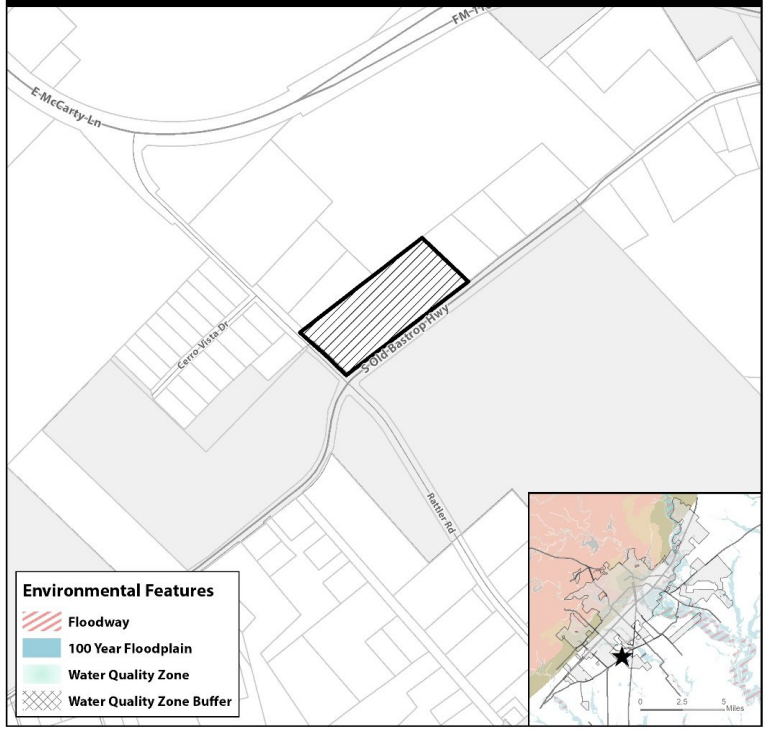
Infrastructure

- **Street Requirements**
  - Block perimeter requirements
  - Bike facility requirements
  - Sidewalk connections
  - Traffic Impact Analysis (TIA)
- **Parkland Dedication + Development**
  - Land dedication and development of infrastructure required for residential uses
  - Fee-in-lieu may be requested
- **Environmental Requirements**
  - Watershed Protection Plan
  - Lot and street landscaping



SAN MARCOS

ZC-20-11
Environmental Features
Lantana on Bastrop Zoning — South Old Bastrop Hwy. & Rattler Rd.



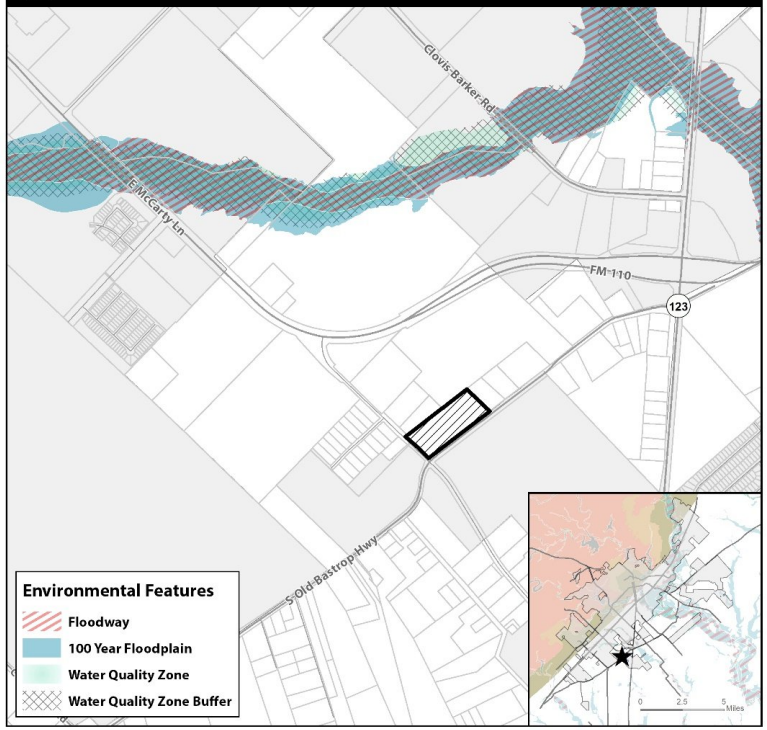
Site Location
Subject Property
Parcels
City Limit

N
0 375 750 1,500 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.

Map Date: 6/1/2020

ZC-20-11
Environmental Features
Lantana on Bastrop Zoning — South Old Bastrop Hwy. & Rattler Rd.



Site Location
Subject Property
Parcels
City Limit

N
0 750 1,500 3,000 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.

Map Date: 6/2/2020

SANMARCOS

Public Hearing Notice Case: ZC-20-11
Existing Zoning:
Requested Change:
FD CD-5
Planning & Zoning Public Hearing Date:
6/23/2020
City Council Public Hearing Date:
8/4/2020

Public Hearing Notice Case: ZC-20-11
Existing Zoning:
Requested Change:
FD CD-5
Planning & Zoning Public Hearing Date:
6/23/2020
City Council Public Hearing Date:
8/4/2020
For More Information Contact:
(512)393-8230 planninginfo@sanmarcostx.gov

Commission Recommendation:

At the June 23, 2020 meeting, the Planning and Zoning Commission recommended **approval** of the zoning request with a 9-0 vote.

Staff Recommendation:

Staff provides this request to the Council for your consideration and recommends **approval** of the request for a zoning change from “FD” Future Development to “CD-5” Character District – 5

Zoning District Comparison Chart

Topic	*Existing Zoning:* **Future Development (FD)**	*Proposed Zoning:* **Character District – 5 (CD-5)**
Zoning Description	The Future Development (FD) District is intended to serve as a temporary zoning district for properties that shall develop in the future, but have been newly annexed and/or are not yet ready to be zoned for a particular Use. Characterized by primarily agricultural use with woodlands and wetlands and scattered buildings.	The CD-5 district is primarily intended to provide a variety of residential, retail, service, and commercial uses. To promote walkability and compatibility, auto-oriented uses are restricted. CD-5 promotes mixed use and pedestrian-oriented activity.
Uses	Residential / Agricultural *(See Land Use Matrix)*	Residential, Commercial, Office, etc. *(See Land Use Matrix)*
Parking Location	No location standards	No parking in the 1st layer; Parking allowed in 2nd layer along secondary street only
Parking Standards	Dependent upon use	Dependent upon use
Max Residential Units per acre	0.4 units per acre (max)	N/A
Occupancy Restrictions	N/A	N/A
Landscaping	Tree and shrub requirements	Tree and shrub requirements
Building Height (max)	2 stories	2 stories (min), 5 stories (max)
Setbacks	Based on Zoning District	Based on Zoning District
Impervious Cover (max)	30%	100%
Lot Sizes	Allows a variety of lot sizes depending on Building Type.	Allows a variety of lot sizes depending on Building Type.
Streetscapes	Residential Street: 5' sidewalk for lots smaller than 1 acre, street trees every 40' on center average, 7' planting area between sidewalk and street required.	Main Street: 10' sidewalk, street trees every 35' on center average, 7' planting area between sidewalk and street required.
Blocks	No Block Perimeter Required	2,000 ft. Block Perimeter max

ORDINANCE NO. 2020-49

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY REZONING APPROXIMATELY 10.1073 ACRES OF LAND, GENERALLY LOCATED AT THE NORTHERN CORNER OF SOUTH OLD BASTROP HIGHWAY AND RATTLER ROAD, FROM "FD" FUTURE DEVELOPMENT DISTRICT TO "CD-5" CHARACTER DISTRICT-5 DISTRICT; INCLUDING PROCEDURAL PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

1. On June 23, 2020, the Planning and Zoning Commission of the City of San Marcos held a public hearing regarding a request to change the zoning designation from "FD" Future Development District to "CD-5" Character District-5 for approximately 10.1073 acres of land generally located at the northern corner of South Old Bastrop Highway and Rattler Road.

2. The Planning and Zoning Commission approved a recommendation to the City Council regarding the request.

3. The City Council held a public hearing on August 4, 2020 regarding the request.

4. All requirements pertaining to Zoning Map amendments have been met.

5. The City Council hereby finds and determines that the adoption of the following ordinance is in the interest of the public health, morals, welfare and safety.

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

SECTION 1. The Official Zoning Map of the City is amended to rezone the tract of land described in Exhibit A, attached hereto and made a part hereof, from "FD" Future Development District to "CD-5" Character District-5.

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

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

SECTION 4. This ordinance will take effect after its passage, approval and adoption on second reading.

PASSED AND APPROVED on first reading on August 4, 2020.

PASSED, APPROVED AND ADOPTED on second reading on August 18, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

Approved:

Michael J. Cosentino
City Attorney

EXHIBIT A

KFW SURVEYING

DESCRIPTION OF
A TOTAL OF 10.11 ACRE TRACT
PART 1 = 9.93 ACRES
PART 2 = 0.1773 OF AN ACRE

PART 1 = A **9.93 acre** tract of land situated in the Cyrus Wickson Survey, Abstract No. 474, Hays County, Texas, and being all of that called 4.0 acre tract of land conveyed to George Barnum and described in Volume 216, Page 41 recorded March 1, 1967 in the in the Deed Records of Hays County, Texas (D.R.), and the remainder of that called 6.0 acre tract of land conveyed to George Barnum and described in Volume 208, Page 116, recorded October 4, 1968 in the D.R., said 9.93 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found at the intersection of the northeasterly right-of-way of Rattler Road (formerly known as McCarty Lane, variable width R.O.W.) with the northwesterly right-of-way of Old Bastrop Highway, (also known as Hays County Road 266, variable with R.O.W.), and being the most easterly corner of that called 0.10 of an acre tract of land conveyed to Hays County and described in Volume 3580, Page 792, recorded January 27, 2009 in the Official Public Records of Hays County, Texas (O.P.R.) for the most southerly corner of the tract described herein;

THENCE: Along and with the northeasterly right-of-way of Rattler Road and the northeasterly line of said 0.10 acre tract, the following three (3) courses:

1. **N 45°48'34"W** a distance of **171.76 feet** to a ½" iron rod with plastic cap stamped KFW SURVEY (hereinafter referred to as SET KFW) set for the beginning of a curve to the left;
2. Along and with the arc of said curve to the left having a radius of **1031.00 feet**, through a central angle of **02°13'57"**, an arc length of **40.17 feet**, and a chord bearing of **N 47°04'08"W** and a chord length of **40.17 feet** to a SET KFW;
3. **N 48°18'10" W**, a distance of **209.33 feet** to a ½" iron rod found for the most northerly corner of said 0.10 acre tract and the most westerly corner of the tract described herein;

THENCE: N 52°08'11" E, along and with the northwesterly line of said 6.0 acre tract, passing at a distance of 19.88 feet a found ½" iron rod on line, and also continuing along and with the southeasterly line of Lot 2 of Salinas Estates subdivision, a plat of record in Volume 17, Page 41 in the Plat Records of Hays County, Texas (P.R.) for a total distance of **620.93 feet** to a ½" iron rod found for the northeast corner of said Lot 2, the most northerly corner of said 6.0 acre tract, the most westerly corner of said 4.0 acre tract, and the most southerly corner of the remainder of that called 54.360 acre tract of land conveyed to Reed Carr and wife Patricia M. Carr and described in Volume 2359, Page 218, recorded November 25, 2003 in the O.P.R.;

THENCE: N 52°16'18" E, along and with the southeasterly line of the remainder of said 54.360 acre tract and the northwesterly line of said 4.0 acre tract, a distance of **415.43 feet** to a ½" iron rod found for the most northerly corner of said 4.0 acre tract and the tract described herein, and for the most westerly corner of that called 2.49 acre tract of land conveyed to Housing Corporation of Eta Tau Chapter of Sigma Nu Fraternity and described in Document Number 2016-16015558, recorded May 17, 2016 in the O.P.R.;

THENCE: S 46°15'04" E, along and with the southwesterly line of said 2.49 acre tract and the northeasterly line of said 4.0 acre tract, a distance of **427.88 feet** to a ½" iron rod found in the

northwesterly right-of-way of Old Bastrop Road for the most southerly corner of said 2.49 acre tract and the most easterly corner of said 4.0 acre tract and the tract described herein;

THENCE: S 52°37'03" W along and with the southeasterly lines of said 4.0 acre tract and said 6.0 acre tract and the northwesterly right-of-way of Old Bastrop Road, a distance of **1030.71 feet** to the **POINT OF BEGINNING** and containing 9.93 acres of land more or less in **PART 1**, and being described in accordance with a survey prepared by KFW Surveying.

TOGETHER WITH PART 2 = 0.1773 OF AN ACRE

PART 2 = A **0.1773 of an acre** tract of land situated in the Cyrus Wickson Survey, Abstract No. 474, Hays County, Texas, and being a portion of that called 0.10 of an acre tract of land conveyed to Hays County and described in Volume 3580, Page 782, recorded January 27, 2009 in the Official Public Records of Hays County, Texas (O.P.R.), and a portion of that called 0.03 acre tract of land conveyed to Hays County and described in Volume 3510, Page 283, recorded October 27, 2008 in the O.P.R., said 0.1773 of an acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found in the northeasterly right-of-way of Rattler Road (formerly known as McCarty Lane, variable width R.O.W.) and being the most northerly corner of said 0.10 of an acre tract of land for the most northerly corner of the tract described herein;

THENCE: S 48°18'10" E, along and with the northeasterly right-of-way of Rattler Road and the northeasterly line of said 0.10 acre tract, a distance of **95.19 feet** to a calculated point for an exterior corner of that called 39.37 acre tract of land as described in City of San Marcos Ordinance No. 2020-01 for the most easterly corner of the tract described herein;

THENCE: S 48°03'51" W, crossing the right-of-way of said Rattler Road and along and with an exterior line of said 39.37 acre tract, a distance of **81.64 feet** to a calculated point in the southwesterly right-of-way of said Rattler Road for the east corner of the remainder of Lot 18 of Hillside Village subdivision, a plat of record in Volume 8, Page 148 in the P.R. and for the most southerly corner of said 0.03 acre tract and the tract described herein;

THENCE: N 45°36'59" W, along and with the southwesterly right-of-way line of said Rattler Road and the southwesterly line of said 0.03 acre tract, a distance of **100.33 feet** to a calculated point for the most westerly corner of the tract described herein;

THENCE: N 52°08'11" E crossing the right-of-way of said Rattler Road, a distance of **77.72 feet** to the **POINT OF BEGINNING** and containing 0.1773 of an acre or 7,725 square feet of land more or less in **PART 2**. PART 2 was prepared under 22 TAC § 663.21, and does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Job No.:	19-109
Prepared by:	KFW Surveying
Date:	June 11, 2020
File:	S:\Draw 2019\19-109 Liv San Marcos\DOCS\19-109 ZONING DESC TCP 061120.doc

11 JUNE 2020

STATE OF TEXAS REGISTERED TIM C. PAPPAS 5543 PROFESSIONAL LAND SURVEYOR

Zoning Request	South Old Bastrop Highway & Rattler Road
ZC-20-11	

Summary

Request:	Zoning change from "FD" Future Development to "CD-5" Character District – 5		
Applicant:	David Richardson Rattler Road Land Partners LLC. 454 Soledad, Ste. 200 San Antonio, TX 78205	**Property Owner:**	Rattler Road Land Partners LLC. 454 Soledad, Ste. 200 San Antonio, TX 78205

Notification

Application:	May 7, 2020	**Neighborhood Meeting:**	N/A
Published:	June 7, 2020	**# of Participants**	N/A
Posted:	June 5, 2020	**Personal:**	June 5, 2020
Response:	None as of Staff Report date		

Property Description

Legal Description:	+/- 10 acre tract out of the C. Wickson Roberts Survey, Abstract No. 474, Hays County		
Location:	South Old Bastrop Highway and Rattler Road		
Acreage:	+/- 10	**Acreage:**	+/- 10
Existing Zoning:	"FD" Future Development	**Existing Zoning:**	"FD" Future Development
Existing Use:	Vacant / Rural	**Existing Use:**	Vacant / Rural
Preferred Scenario:	Growth Area-Medium Intensity	**Preferred Scenario:**	Growth Area-Medium Intensity
CONA Neighborhood:	N/A	**CONA Neighborhood:**	N/A
Utility Capacity:	Developer is responsible for extending utilities.	**Utility Capacity:**	Developer is responsible for extending utilities.
Historic District	N/A		

Surrounding Area

	Zoning	Existing Land Use	Preferred Scenario
North of Property:	ETJ	Residential/Church	Growth Area-Medium Intensity
South of Property:	"CD-5" Character District 5/ "FD" Future Development/ETJ	Vacant (Proposed Retail and Commercial)/Vacant/Residential	Growth Area-Medium Intensity
East of Property:	"P" Public	San Marcos High School	Growth Area-Medium Intensity
West of Property:	ETJ	Residential/Church	Growth Area-Medium Intensity

Zoning Request	South Old Bastrop Highway & Rattler Road
ZC-20-11	

Staff Recommendation

X	**Approval as Submitted**		Approval with Conditions / Alternate		Denial
Staff: Shavon Caldwell		**Title:** Planner		**Date:** June 23, 2020	

Commission Recommendation

X	**Approval as Submitted**		Approval with Conditions / Alternate		Denial

Planning and Zoning Commission Meeting: June 23, 2020

Speakers in favor or opposed: None

Recommendation from the Planning and Zoning Commission meeting held June 23, 2020:
A motion was made by Commissioner Spell, seconded by Commissioner Dillon, to approve ZC-20-11. The motion carried 9-0.

- **For:** (9) Commissioner McCarty, Commissioner Rand, Chairperson Gleason, Commissioner Spell, Commissioner Kelsey, Commissioner Moore, Commissioner Dillon, Commissioner Agnew, and Commissioner Haverland.
- **Against:** (0)
- **Absent:** (0)

Zoning Request	South Old Bastrop Highway & Rattler Road
ZC-20-11	

History

The subject property is currently located outside the City Limits in the Extraterritorial Jurisdiction (ETJ). The property is currently vacant and is adjacent to vacant land, residential and church uses, and the San Marcos High School.

The purpose of this zoning change is to allow the development of an apartment complex allowed within CD-5 zoning. In February 2020, City Council approved a Resolution of No Objection to the submission of an application for housing tax credits from Texas Department of Housing and Community Affairs for this proposed project. According to the applicant, the apartment complex will contain 216 one, two, and three-bedroom units restricted to those with incomes from 30% to 70% of the San Marcos area median income. The complex will include 11 units that are ADA accessible and 3 of those units will be affordable to those at or below 30% of the area median income. The complex will include a fitness center, playscape, swimming pool, dog park, community garden, gazebo or pavilion sitting area, barbecue grills and picnic tables, a business center, furnished community/dining room, bicycle parking and a private shuttle that is operated in accordance with TDHCA requirements. A sketch of the applicant' draft site plan is included in this packet.

The City of San Marcos will provide water and wastewater services at the site. The developer will be responsible for extending water and wastewater facilities through the site as needed. Bluebonnet Electric Cooperative will provide electric service to this development.

Additional Analysis

Upon annexation, the property will be zoned "FD", the default classification for newly annexed land. The annexation request will be considered prior to the zoning change by City Council. See Comprehensive Plan Analysis Checklist and Criteria Checklists.

Comments from Other Departments

Police	No Comment
Fire	No Comment
Public Services	No Comment
Engineering	No Comment

Zoning Request	South Old Bastrop Highway & Rattler Road
ZC-20-11	

Evaluation			Criteria for Approval (Sec.2.5.1.4)
Consistent	Inconsistent	Neutral	
X			**Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan and preferred scenario map** *Vision San Marcos states that the East Village Medium Intensity Zone should include a mix of commercial, retail, and service-oriented activity as well as a variety of residential options. The Comprehensive Plan further states that as the site of San Marcos' only high school, this area has a high potential for growth. The proposed request will add residential options to the East Village and will be near the high school. In addition, Character Districts, such as CD-5, are designated as "C" Considered on the Comprehensive Plan / District Translation Table within a Medium Intensity District*
		N/A	**Whether the proposed zoning map amendment is consistent with any adopted small area plan or neighborhood character study for the area** *Studies were not complete at time of request.*
		X	**Whether the proposed zoning map amendment is consistent with any applicable development agreement in effect** *A development agreement is not required because the property is requesting annexation into the city limits.*
X			**Whether the uses permitted by the proposed change in zoning district classification and the standards applicable to such uses shall be appropriate in the immediate area of the land to be reclassified** *The property is surrounded by property that is outside the city limits and is not regulated with regards to zoning or use. However, the subject property is located across from the San Marcos High School and can provide conveniently located housing for students and staff. In addition, there is existing Character District-5 and Community Commercial zoning across the street from the subject property.*
X			**Whether the proposed zoning will reinforce the existing or planned character of the area** *Approval of this zoning change would allow the property to develop according to the vision of the Comprehensive Plan, which states that the community needs a variety of housing options (Neighborhood and Housing Goal 3) and directs growth in the East Village Medium Intensity Zone, which is planned for such growth. In addition, the subject property's proximity to the High School has the potential to provide convenient pedestrian and bike access between the property and the school.*

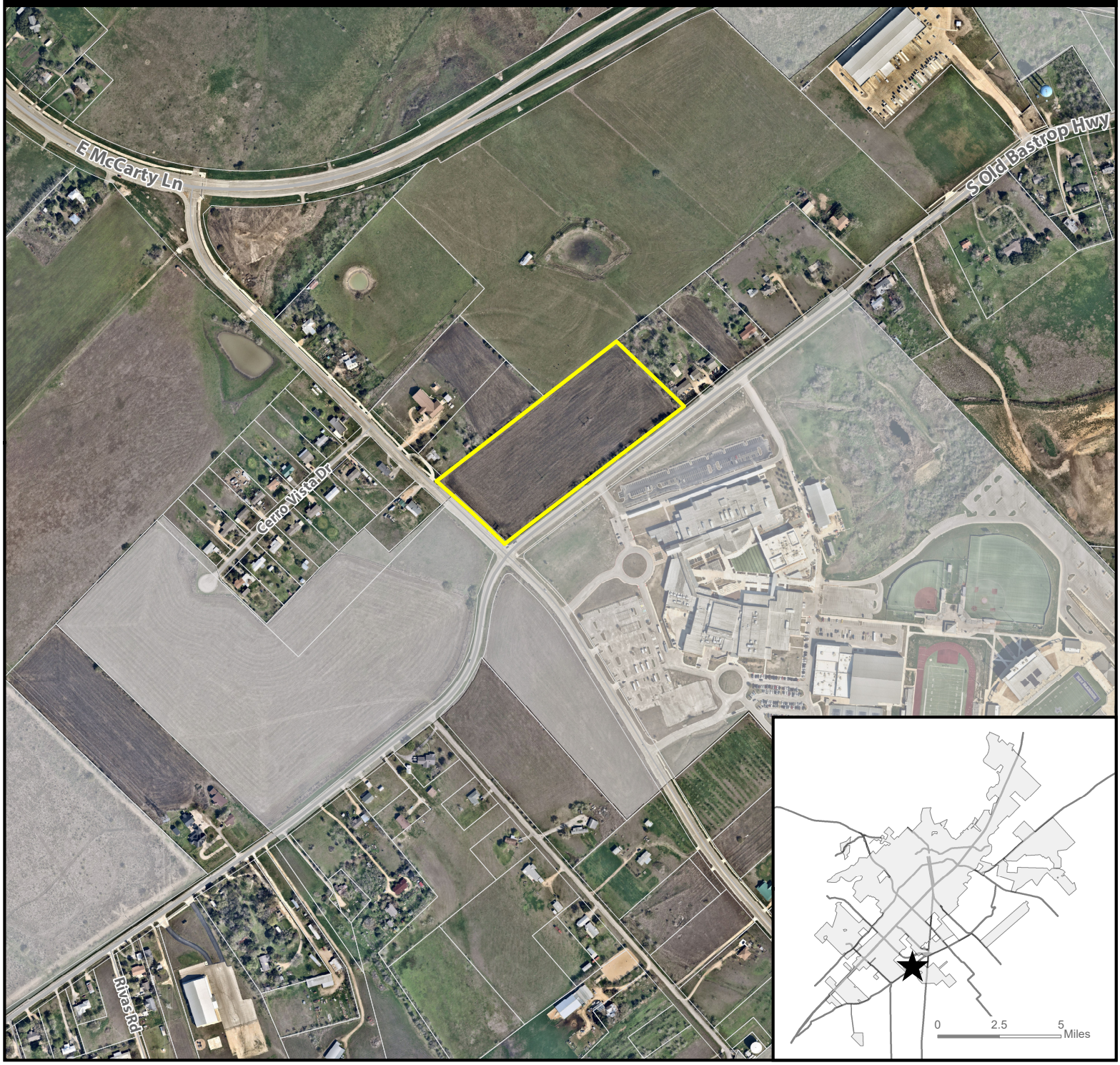
Zoning Request	South Old Bastrop Highway & Rattler Road
ZC-20-11	

Evaluation			Criteria for Approval (Sec.2.5.1.4)
Consistent	Inconsistent	Neutral	
X			**Whether the site is appropriate for the development allowed in the proposed district** *The property is vacant and shown to be in a low constrained area on the Land Use Suitability Map. In addition, the subject property is near existing residential, commercial, and public uses.*
		N/A	**Whether there are substantial reasons why the property cannot be used according to the existing zoning** *The property is currently not zoned as it is located outside of the City Limits.*
X			**Whether there is a need for the proposed use at the proposed location** *The rezoning does serve a need and purpose as it furthers the goals and vision of the Comprehensive Plan.*
X			**Whether the City and other service providers will be able to provide sufficient public facilities and services including schools, roads, recreation facilities, wastewater treatment, water supply and stormwater facilities, public safety, and emergency services, while maintaining sufficient levels of service to existing development** *The property is located within the City's water service area and will have water available upon annexation. The property is not located within the City's wastewater service area but there are City wastewater lines adjacent to the property and City service will be available upon annexation. The City is in the process of adding the property as an area covered by the City CCN for wastewater service.*
X			**Whether the proposed rezoning will have a significant adverse impact on property in the vicinity of the subject property** *The majority of the area surrounding the property is located within the East Village Medium Intensity Zone. Character districts are intended for new development in Medium Intensity Zone.*
		N/A	**For requests to a Neighborhood Density District, whether the proposed amendment complies with the compatibility of uses and density in Section 4.1.2.5** *This request is not for a Neighborhood Density District.*

Zoning Request	South Old Bastrop Highway & Rattler Road
ZC-20-11	

Evaluation			Criteria for Approval (Sec.2.5.1.4)
Consistent	Inconsistent	Neutral	
X			**The impact the proposed amendment has with regard to the natural environment, including the quality and quantity of water and other natural resources, flooding, and wildlife management** *The property is located within a low to moderately constrained area according to the Land Use Suitability Map. In addition, there is no floodplain on the property.*
X			**Any other factors which shall substantially affect the public health, safety, morals, or general welfare** *None noted.*

ZC-20-11
Aerial View
Lantana on Bastrop Zoning — South Old Bastrop Hwy. & Rattler Rd.



★ **Site Location**

Subject Property

Parcel

City Limit

N

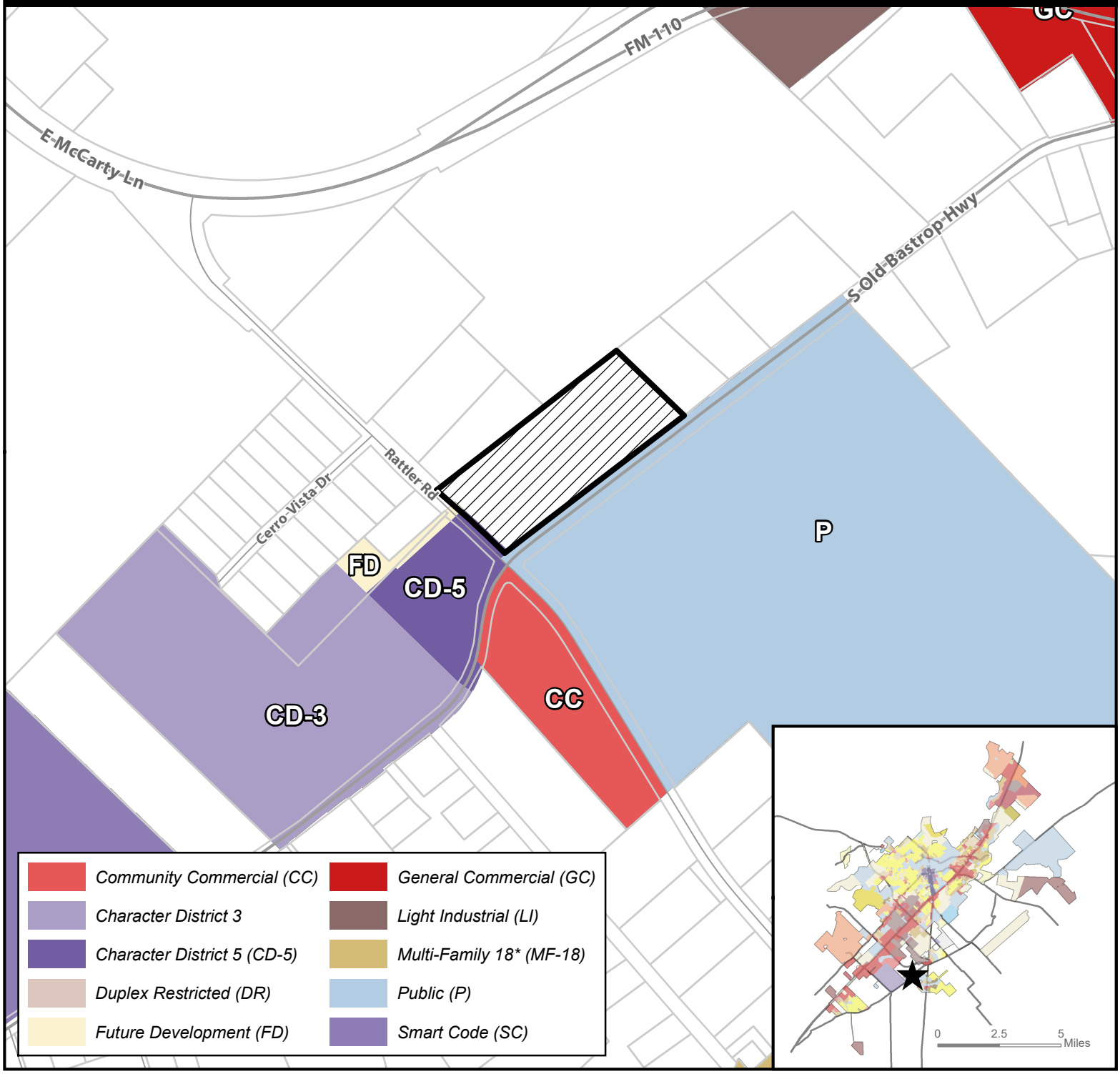
0 375 750 1,500 Feet

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Imagery from 2017.

Map Date: 6/1/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-11 Lantana on Bastrop\GIS\ZC-20-11 Aerial Map.mxd

ZC-20-11
Existing Zoning
Lantana on Bastrop Zoning — South Old Bastrop Hwy. & Rattler Rd.



Site Location

Subject Property

Parcels

City Limit

N

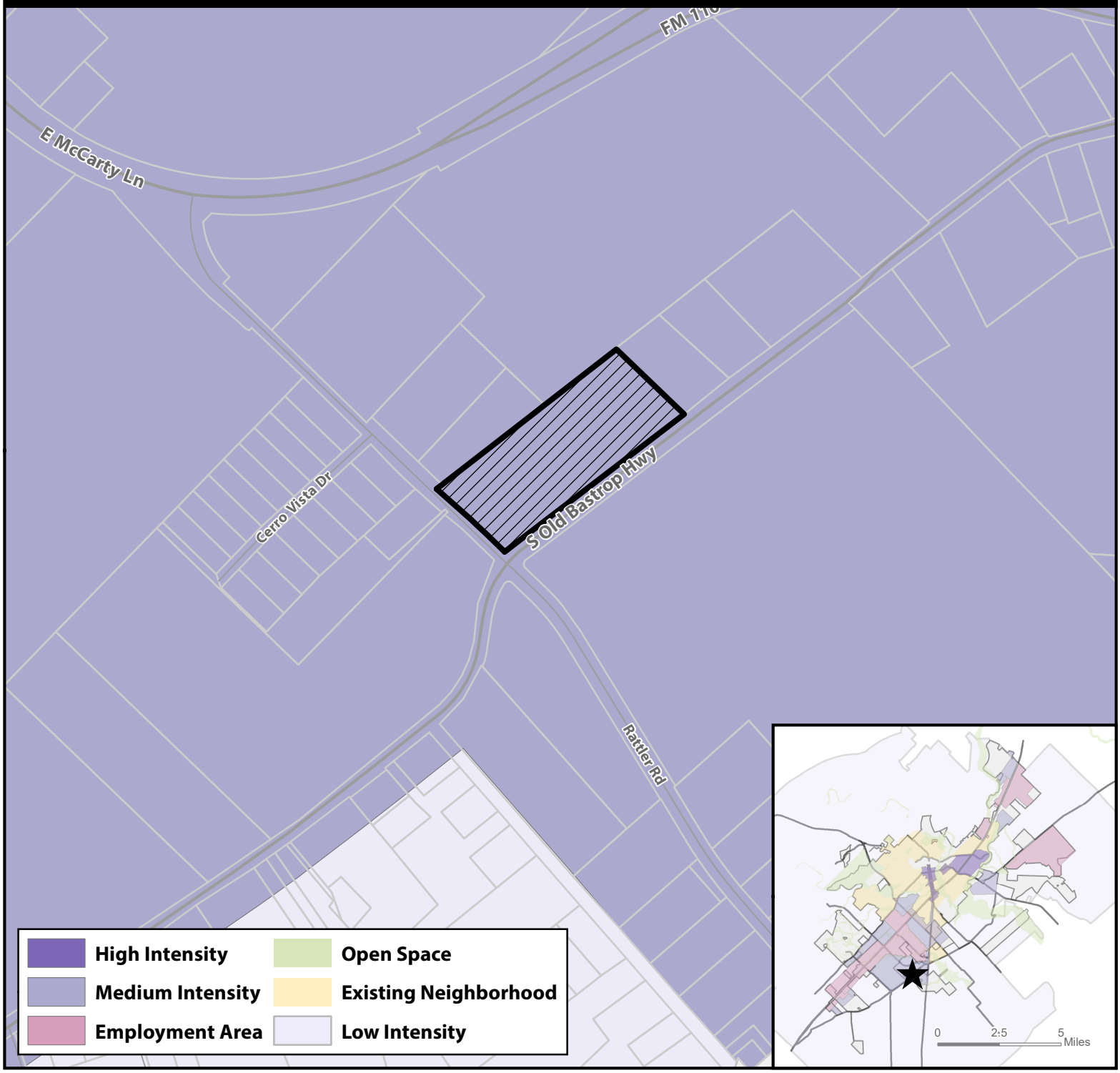
0 375 750 1,500 Feet

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.

Map Date: 6/1/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-11 Lantana on Bastrop\GIS\ZC-20-11 Zoning_NEW.mxd

ZC-20-11
Preferred Scenario
Lantana on Bastrop Zoning — South Old Bastrop Hwy. & Rattler Rd.



Site Location

Subject Property

Parcels

City Limit

N

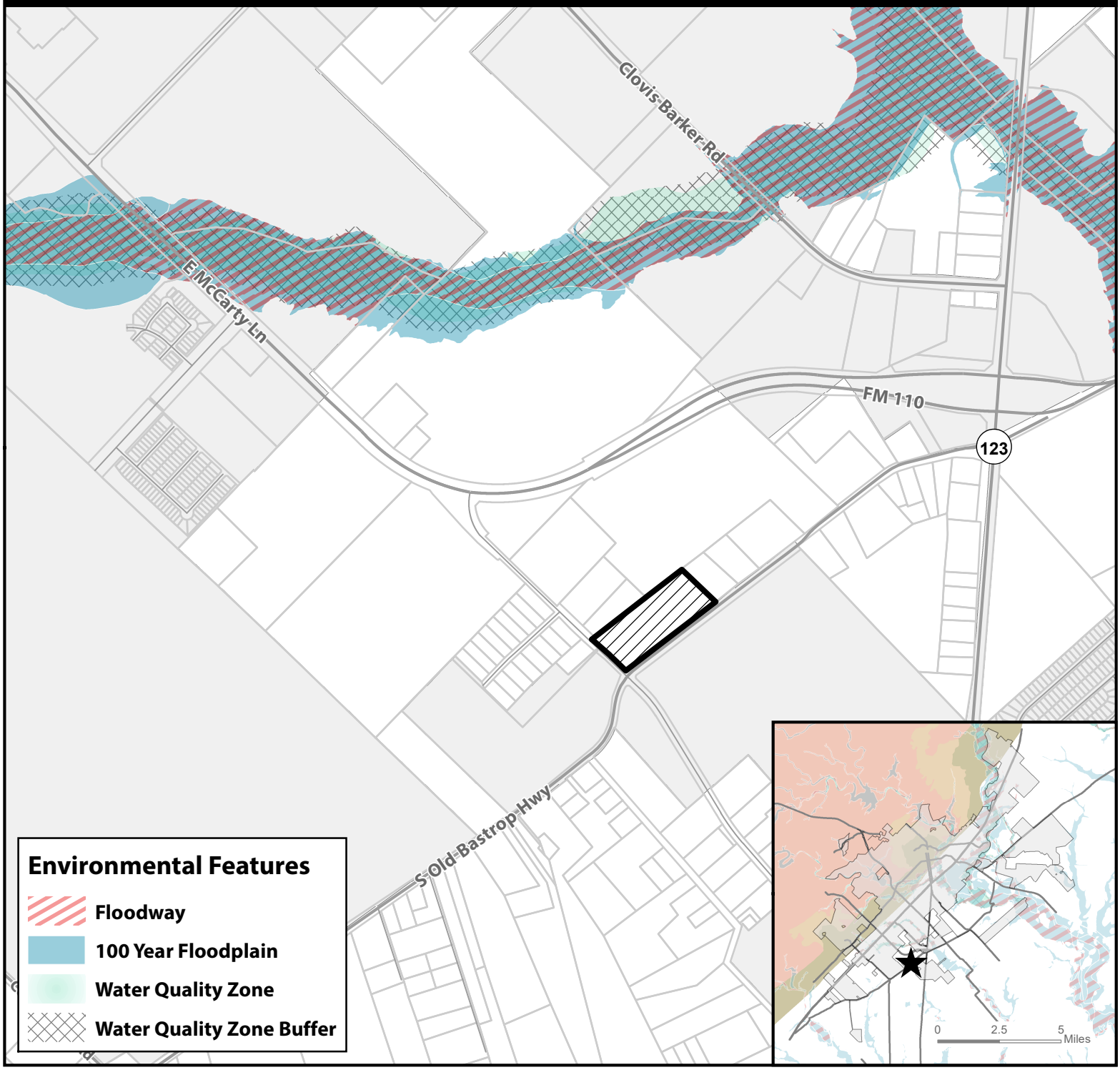
0 375 750 1,500 Feet

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.

Map Date: 6/1/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-11 Lantana on Bastrop\GIS\ZC-20-11 Preferred Scenario.mxd

ZC-20-11
Environmental Features
Lantana on Bastrop Zoning — South Old Bastrop Hwy. & Rattler Rd.



Site Location

Subject Property

Parcels

City Limit

N

0 750 1,500 3,000 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.

Map Date: 6/2/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-11 Lantana on Bastrop\GIS\ZC-20-11 Environmental Map 2.mxd

ZC-20-11
Transportation Master Plan
Lantana on Bastrop Zoning — South Old Bastrop Hwy. & Rattler Rd

Site Location

Subject Property

Parcels

City Limit

N

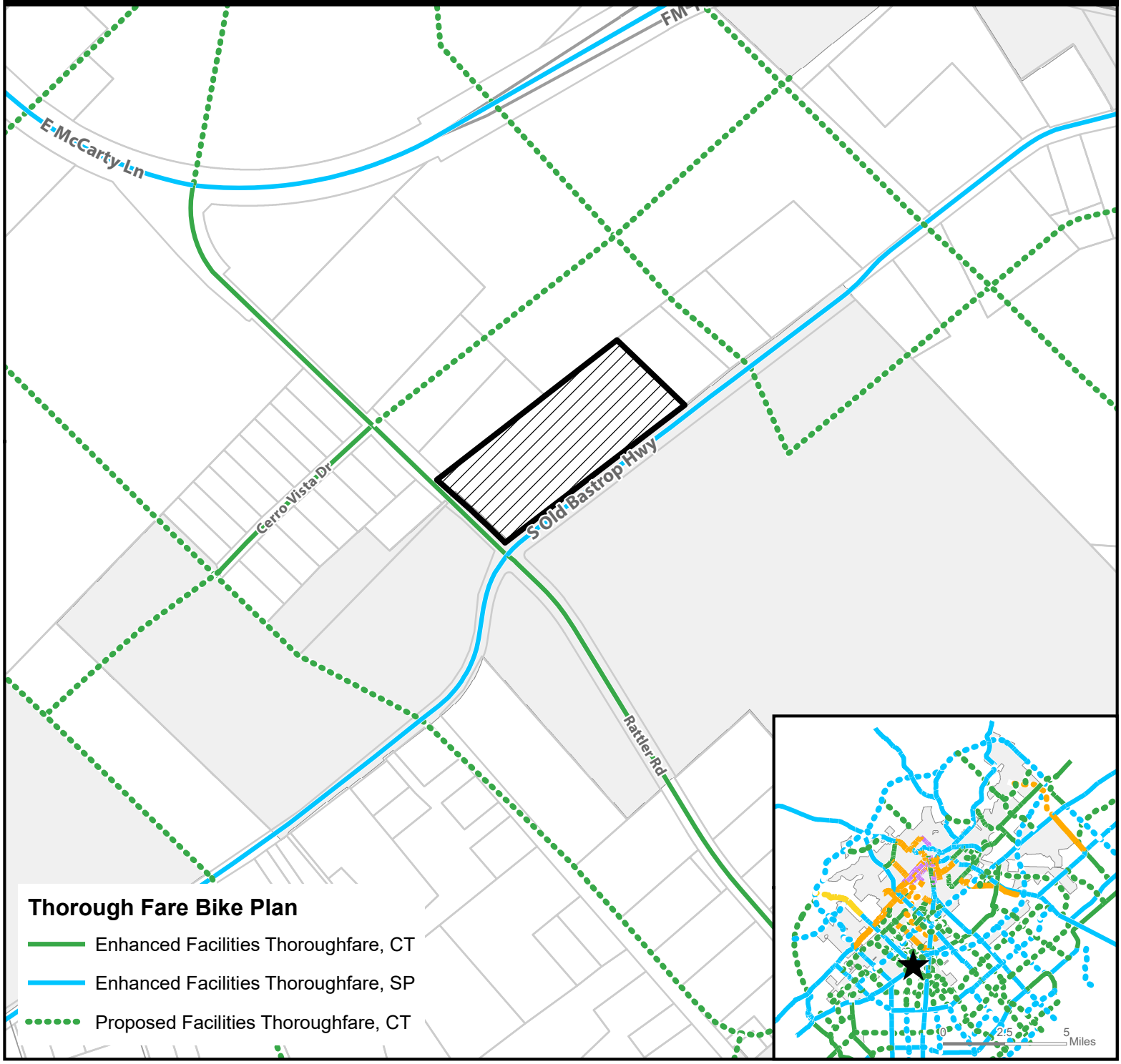
0 375 750 1,500 Feet

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.

Map Date: 6/1/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-11 Lantana on Bastrop\GIS\ZC-20-11_TMP.mxd

ZC-20-11
Transportation Master Plan - Bicycle Facilities
Lantana on Bastrop Zoning — South Old Bastrop Hwy. & Rattler Rd.



Site Location

Subject Property

Parcels

City Limit

N

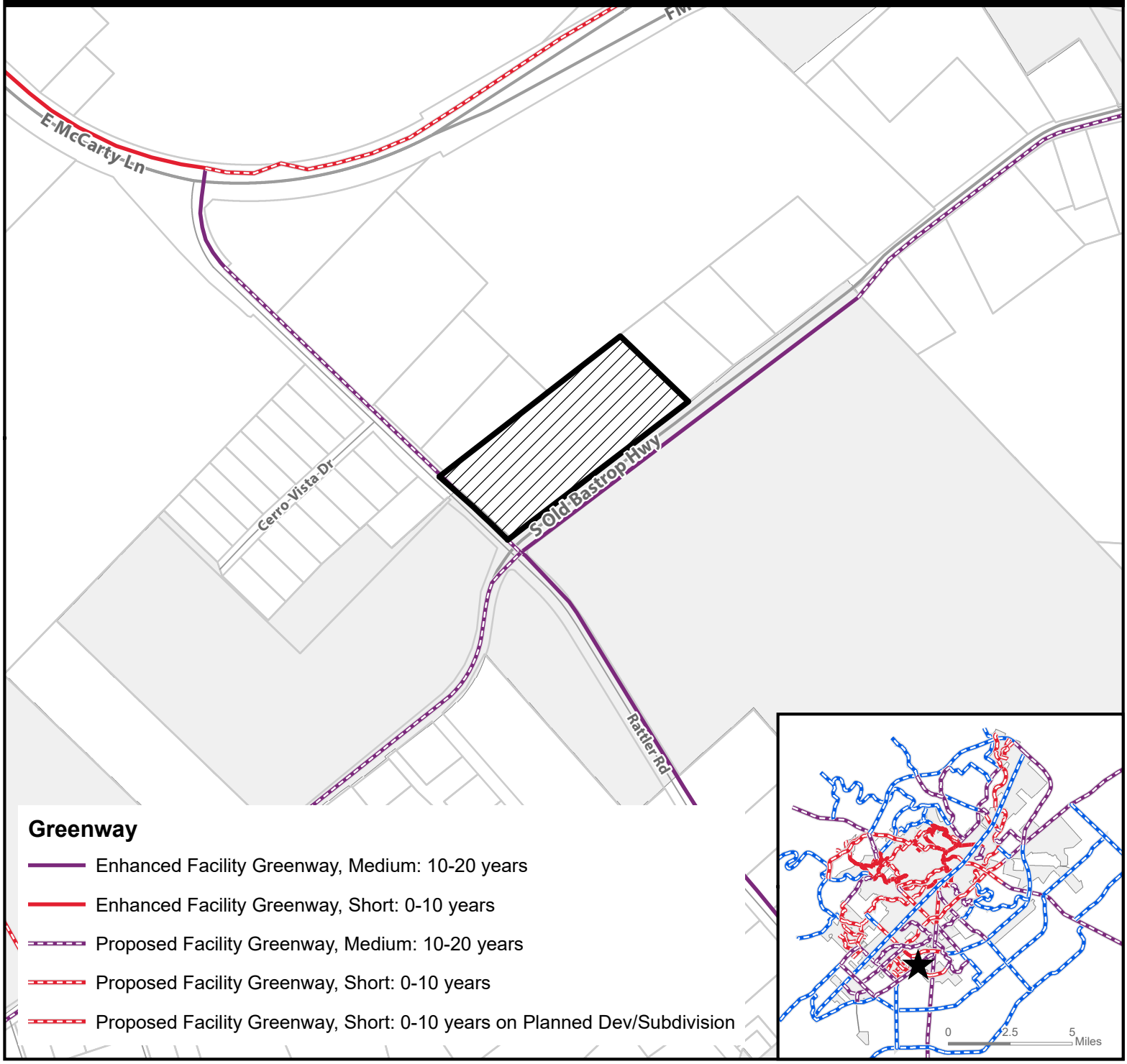
0 375 750 1,500 Feet

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.

Map Date: 6/1/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-11 Lantana on Bastrop\GIS\ZC-20-11_TMP_Bike.mxd

ZC-20-11
Transportation Master Plan - Greenway Facilities
Lantana on Bastrop Zoning — South Old Bastrop Hwy. & Rattler Rd.



Site Location

Subject Property

Parcels

City Limit

N

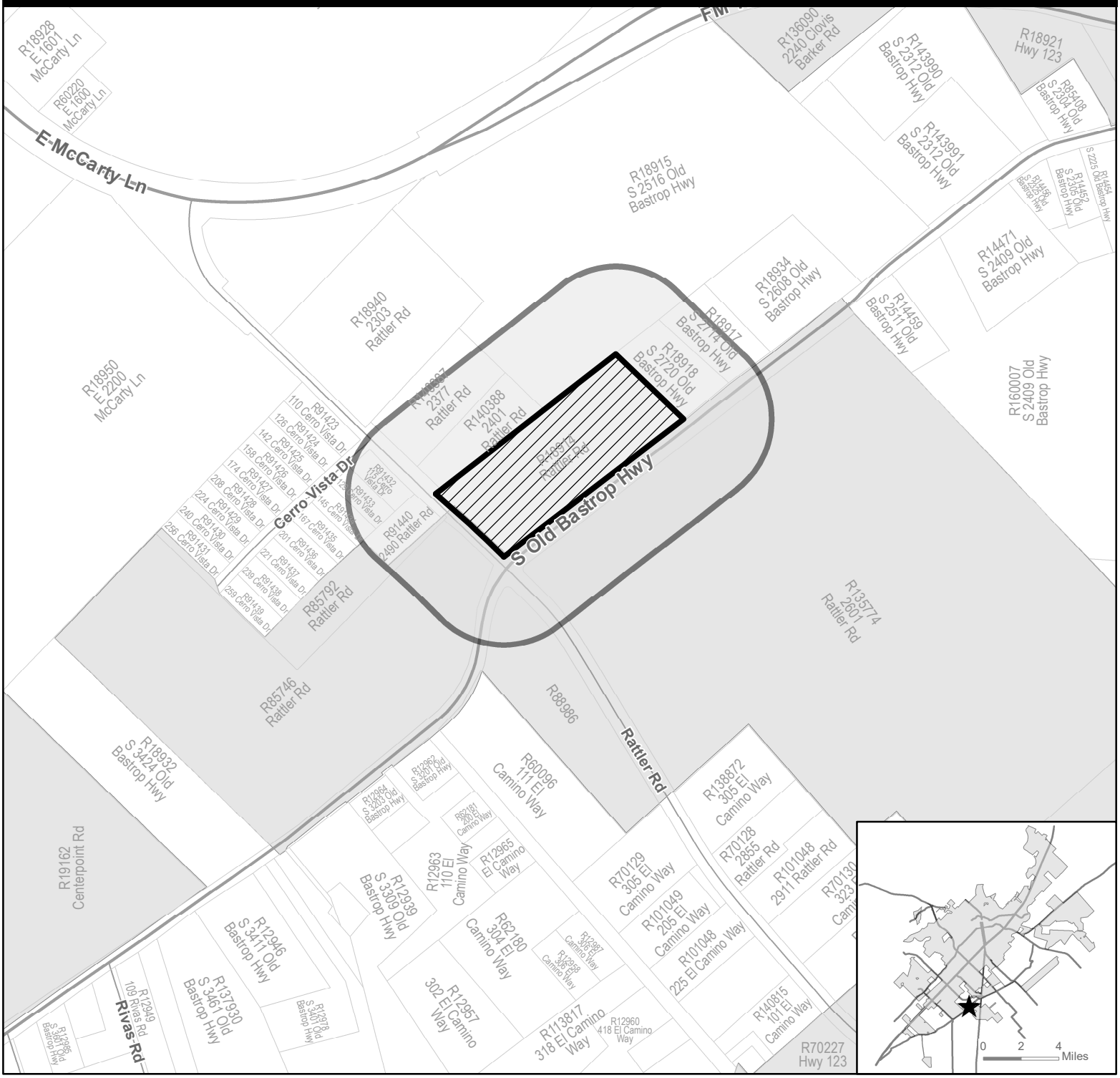
0 375 750 1,500 Feet

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.

Map Date: 6/1/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-11 Lantana on Bastrop\GIS\ZC-20-11_TMP_Greenway.mxd

ZC-20-11
400' Notification Buffer
Lantana on Bastrop Zoning — South Old Bastrop Hwy. & Rattler Rd.



★ **Site Location**

Subject Property

400' Buffer

Parcel

City Limit

N

0 375 750 1,500 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.

Map Date: 6/1/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-11 Lantana on Bastrop\GIS\ZC-20-11 Notification Map.mxd

Notification List (ZC-20-11)

Property ID	Property Address	Owner Name	Owner Address 1	Owner Address 2	Owner City	Owner State	Owner Zip
91434	145 CERRO VISTA	BAILEY JESSICA	145 CERRO VISTA		SAN MARCOS	TX	78666
18916	OLD BASTROP	CARR REED & PATRICIA REVOCABLE TRUST	Attn: REED & PATRICIA M CARR TRUSTEES	2516 S OLD BASTROP HWY	SAN MARCOS	TX	78666-8995
91433	129 CERRO VISTA	COY MARY & GOMEZ MANUEL	129 CERRO VISTA DR		SAN MARCOS	TX	78666
18934	2656 OLD BASTROP	ESPINOZA RAUL G & ROSA	2656 S OLD BASTROP HWY		SAN MARCOS	TX	78666-8892
88986	OLD BASTROP HWY/SH 123	FRAYEZUR PROPERTIES LP	PO BOX 629		SAN MARCOS	TX	78667
18917	2720 OLD BASTROP	HOUSING CORPORATION OF ETA TAU CHAPTER OF SIGMA NU FRATERNITY	3202 FM 1663 RD		HANKAMER	TX	77560-1011
140388	2401 RATTLER	MJ CROCKER CO LLC	3441 PLAINVIEW RD		MIDLOTHIAN	TX	76065
91440	2486 MCCARTY	PALACIOS LUIS	2486 E MCCARTY LN		SAN MARCOS	TX	78666-5029
18914		RATTLER ROAD LAND PARTNERS LLC	454 SOLEDAD ST	STE 200	SAN ANTONIO	TX	78205-1555
135774	2601 RATTLER	SAN MARCOS CISD	P O BOX 1087		SAN MARCOS	TX	78667-1087
140387	2377 RATTLER	SEGUNDA IGLESIA BAUTISTA	2377 RATTLER RD		SAN MARCOS	TX	78666-6400
85792	MCCARTY & S OLD BASTROP	SHC HOLDINGS LLC	ATTN: SCOTT SNYDER	PO BOX 160523	AUSTIN	TX	78716-0523
91432	115 CERRO VISTA	TIJERINA, ROBERT, Jr	115 CERRO VISTA DR		SAN MARCOS	TX	78666

Zoning District Comparison Chart

Topic	*Existing Zoning:* **Future Development (FD)**	*Proposed Zoning:* **Character District – 5 (CD-5)**
Zoning Description	The Future Development (FD) District is intended to serve as a temporary zoning district for properties that shall develop in the future, but have been newly annexed and/or are not yet ready to be zoned for a particular Use. Characterized by primarily agricultural use with woodlands and wetlands and scattered buildings.	The CD-5 district is primarily intended to provide a variety of residential, retail, service, and commercial uses. To promote walkability and compatibility, auto-oriented uses are restricted. CD-5 promotes mixed use and pedestrian-oriented activity.
Uses	Residential / Agricultural *(See Land Use Matrix)*	Residential, Commercial, Office, etc. *(See Land Use Matrix)*
Parking Location	No location standards	No parking in the 1st layer; Parking allowed in 2nd layer along secondary street only
Parking Standards	Dependent upon use	Dependent upon use
Max Residential Units per acre	0.4 units per acre (max)	N/A
Occupancy Restrictions	N/A	N/A
Landscaping	Tree and shrub requirements	Tree and shrub requirements
Building Height (max)	2 stories	2 stories (min), 5 stories (max)
Setbacks	Based on Zoning District	Based on Zoning District
Impervious Cover (max)	30%	100%
Lot Sizes	Allows a variety of lot sizes depending on Building Type.	Allows a variety of lot sizes depending on Building Type.
Streetscapes	Residential Street: 5' sidewalk for lots smaller than 1 acre, street trees every 40' on center average, 7' planting area between sidewalk and street required.	Main Street: 10' sidewalk, street trees every 35' on center average, 7' planting area between sidewalk and street required.
Blocks	No Block Perimeter Required	2,000 ft. Block Perimeter max

Section 5.1.1.2 Land Use Matrix Future Development (FD) VS. Character District (CD-5)

Table 5.1 Land Use Matrix

Types of Land Uses	Conventional Residential				Neighborhood Density Districts				Character Districts						Special Districts					Definition Use Standards
	FD	SF-R	SF-6	SF-4.5	ND-3	ND-3.5	ND-4	N-MS	CD-1	CD-2	CD-3	CD-4	CD-5	CD-5D	HC	LI	HI	MH	EC	
Agricultural Uses																				
Barns or agricultural buildings	P	L	--	--	--	--	--	--	P	P	L	--	--	--	P	--	--	--	--	Section 5.1.2.1
Stables	P	L	--	--	--	--	--	--	--	P	L	--	--	--	P	--	--	--	--	Section 5.1.2.2
Community Garden	P	P	L	L	L	L	L	--	P	P	L	L	L	L	P	P	P	P	P	Section 5.1.2.3
Urban Farm	P	C	C	C	C	L	L	C	P	P	L	L	C	C	P	P	--	P	C	Section 5.1.2.4
Plant Nursery	L	--	--	--	--	--	--	P	--	L	--	--	P	P	P	P	P	--	P	Section 5.1.2.5
Accessory Uses and Structures																				
Accessory Building/Structure	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 5.1.3.1
Accessory Dwelling Unit	L	L	L	L	L	L	P	P	--	P	L	P	P	P	--	--	--	--	--	Section 5.1.3.1
Accessory Use, except as listed below:	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 5.1.3.2
Outdoor Storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	L	P	--	L	Section 5.1.3.2
Outdoor Display	--	--	--	--	--	--	--	L	--	--	--	--	L	L	P	--	--	--	L	Section 5.1.3.2
Food Truck	--	--	--	--	--	--	--	P	--	--	--	--	P	P	P	P	P	--	P	Section 5.1.3.1
Drive-thru or Drive-in	--	--	--	--	--	--	--	C	--	--	--	--	C	C	P	--	--	--	P	Section 5.1.3.2
Home Occupation	L	L	L	L	L	L	L	--	--	L	L	L	--	--	--	--	--	--	--	Section 5.1.3.4
Family Home Care	P	P	P	P	P	P	P	--	--	P	P	P	--	--	--	--	--	--	--	Section 5.1.3.5
Short Term Rental	L	L	L	L	L	L	L	P	--	L	L	P	P	P	--	--	--	L	P	Section 5.1.3.6
Residential Uses																				
Single Family Detached	P	L	L	L	L	L	L	--	--	P	P	P	--	--	--	--	--	--	--	Section 5.1.4.1
Cottage Court	--	--	--	--	--	L	L	--	--	--	P	P	--	--	--	--	--	--	--	Section 5.1.4.1
Two Family	--	--	--	--	--	L	L	--	--	--	P	P	--	--	--	--	--	--	--	Section 5.1.4.1
Single Family Attached	--	--	--	--	L	L	L	L	--	--	P	P	P	P	--	--	--	--	--	Section 5.1.4.1
Small Multi-Family (up to 9 units)	--	--	--	--	--	L	L	L	--	--	--	P	P	P	--	--	--	--	--	Section 5.1.4.1
Courtyard Housing (up to 24 units)	--	--	--	--	--	--	L	L	--	--	--	P	P	P	--	--	--	--	--	Section 5.1.4.1
Multi-family (10 or more units)	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	--	--	Section 5.1.4.1
Purpose Built Student Housing	--	--	--	--	--	--	--	--	--	--	--	--	C	C	--	--	--	--	--	Section 5.1.4.1
Manufactured Home	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	Section 5.1.4.1
Mobile Home Community	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	Section 5.1.4.1

Table 5.1 Land Use Matrix

Types of Land Uses	Conventional Residential				Neighborhood Density Districts				Character Districts						Special Districts					Definition Use Standards
	FD	SF-R	SF-6	SF-4.5	ND-3	ND-3.5	ND-4	N-MS	CD-1	CD-2	CD-3	CD-4	CD-5	CD-5D	HC	LI	HI	MH	EC	
Community Home	L	L	L	L	L	L	P	P	--	P	P	P	P	P	--	--	--	L	--	Section 5.1.4.12
Fraternity or Sorority Building	--	--	--	--	--	--	C	C	--	--	--	C	P	P	--	--	--	--	--	Section 5.1.4.12
Commercial Uses																				
Professional Office	--	--	--	--	--	--	L	P	--	--	--	L	P	P	P	P	--	--	P	Section 5.1.5.1
Medical, except as listed below:	--	--	--	--	--	--	L	P	--	--	--	L	P	P	P	--	--	--	P	Section 5.1.5.2
Urgent care, emergency clinic, or hospital	--	--	--	--	--	--	--	P	--	--	--	--	P	P	P	P	--	--	P	Section 5.1.5.2
Nursing/ retirement home	--	--	--	--	--	--	P	P	--	--	--	P	P	P	P	--	--	--	P	Section 5.1.5.2
Personal Services, except as listed below:	--	--	--	--	--	--	L	P	--	--	--	L	P	P	P	--	--	--	P	Section 5.1.5.3
Animal care (indoor)	C	--	--	--	--	--	--	P	--	--	--	--	P	P	P	--	--	--	P	Section 5.1.5.3
Animal care (outdoor)	C	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	--	C	Section 5.1.5.3
Funeral Home	--	--	--	--	--	--	--	C	--	--	--	--	C	C	P	--	--	--	P	Section 5.1.5.3
Adult Oriented Businesses	See Section 18, Article 6 of the City Code																			
All Retail Sales, except as listed below:	--	--	--	--	--	--	L	P	--	--	--	L	P	P	P	--	--	--	P	Section 5.1.5.4
Gasoline Sales	--	--	--	--	--	--	--	L	--	--	--	--	C	C	P	--	--	--	P	Section 5.1.5.4
Truck stop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	--	--	--	L	Section 5.1.5.4
Tattoo, body piercing	--	--	--	--	--	--	C	C	--	--	--	C	P	P	P	--	--	--	P	Section 5.1.5.4
Building material sales	--	--	--	--	--	--	--	C	--	--	--	--	C	C	P	P	P	--	P	Section 5.1.5.4
Vehicle Sales/ Rental	--	--	--	--	--	--	--	C	--	--	--	--	C	C	P	--	--	--	P	Section 5.1.5.4
Pawnshop	--	--	--	--	--	--	--	C	--	--	--	C	P	P	P	--	--	--	P	Section 5.1.5.4
Restaurant/ Bar, as listed below:																				
Eating Establishment	--	--	--	--	--	--	L	P	--	--	--	L	P	P	P	--	--	--	P	Section 5.1.5.5
Bar	--	--	--	--	--	--	--	C	--	--	--	--	C	C	C	--	--	--	C	Section 5.1.5.5
Mobile Food Court	--	--	--	--	--	--	--	C	--	--	--	--	P	P	--	--	--	--	--	Section 5.1.5.5
Sale of Alcohol for on premise consumption	--	--	--	--	--	--	C	C	--	--	--	C	C	C	C	--	--	--	C	Section 5.1.5.5
Overnight Lodging, as listed below:																				Section 5.1.5.6
Bed and Breakfast (up to 8 rooms)	L	C	C	C	C	L	L	P	--	P	C	P	P	P	--	--	--	--	P	Section 5.1.5.6
Boutique Hotel (9 - 30 rooms)	--	--	--	--	--	--	C	P	--	--	--	P	P	P	--	--	--	--	P	Section 5.1.5.6

Table 5.1 Land Use Matrix

Types of Land Uses	Conventional Residential				Neighborhood Density Districts				Character Districts						Special Districts					Definition Use Standards
	FD	SF-R	SF-6	SF-4.5	ND-3	ND-3.5	ND-4	N-MS	CD-1	CD-2	CD-3	CD-4	CD-5	CD-5D	HC	LI	HI	MH	EC	
Hotel/ Motel (more than 30 rooms)	--	--	--	--	--	--	--	P	--	--	--	--	P	P	--	--	--	--	P	Section 5.1.5.6
Outdoor Recreation, except as listed below:	--	--	--	--	--	--	--	C	--	--	--	--	P	C	P	--	--	--	P	Section 5.1.5.7
Golf Course	C	C	C	C	C	C	C	C	C	C	C	C	C	C	--	--	--	C	C	Section 5.1.5.7
Traveler Trailers/ RVs Short Term stays	P	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	P	--	Section 5.1.5.7
Shooting Range	C	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	--	C	Section 5.1.5.7
Indoor Recreation, except as listed below:	--	--	--	--	--	--	--	P	--	--	--	--	P	P	P	P	P	--	P	Section 5.1.5.8
Gym/ Health club	--	--	--	--	--	--	L	P	--	--	--	L	P	P	P	P	P	--	P	Section 5.1.5.8
Smoking Lounge	--	--	--	--	--	--	--	C	--	--	--	--	P	C	--	--	--	--	P	Section 5.1.5.8
Charitable Gaming Facility	--	--	--	--	--	--	--	--	--	--	--	--	C	--	C	--	--	--	C	Section 5.1.5.8
Public & Institutional																				
Civic, except as listed below:	P	L	L	L	L	L	P	P	L	L	L	P	P	P	P	P	P	P	P	Section 5.1.6.1
Day Care Center	C	--	--	--	C	C	L	P	--	C	C	L	P	P	P	--	--	--	P	Section 5.1.6.1
Parks, Open Space, and Greenways	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 5.1.6.2
Minor Utilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 5.1.6.3
Major Utilities	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	C	--	--	Section 5.1.6.3
Antenna	See Section 5.1.6.3D																			
Industrial																				
Light Industrial	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	P	P	--	C	Section 5.1.7.1
Light Manufacturing	--	--	--	--	--	--	--	C	--	--	--	--	P	P	P	P	P	--	P	Section 5.1.7.2
Vehicle Service, as listed below:																				Section 5.1.7.3
Car Wash	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	C	Section 5.1.7.3
Vehicle repair (minor)	--	--	--	--	--	--	--	C	--	--	--	--	P	P	P	P	P	--	C	Section 5.1.7.3
Vehicle repair (major)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	C	Section 5.1.7.3
Warehouse & Distribution	--	--	--	--	--	--	--	--	--	--	--	--	C	--	P	P	P	--	P	Section 5.1.7.4
Waste-Related service	--	--	--	--	--	--	--	--	--	--	--	--	C	--	P	P	P	--	--	Section 5.1.7.5
Wholesale trade	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	Section 5.1.7.6
Self Storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	C	Section 5.1.7.7
Research and Development	--	--	--	--	--	--	--	--	--	--	--	--	C	C	P	P	P	--	C	Section 5.1.7.8
Wrecking/Junk Yard	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	Section 5.1.7.9

Section 4.2.1.2 Building Types Allowed by District Future Development (FD) VS. Character District (CD-5)

Building types are allowed by district as set forth below.

TABLE 4.10 BUILDING TYPES ALLOWED BY DISTRICT

		FD CD2 SF-R	SF-6 SF 4.5	ND3	ND3.5	ND4	N-MS	CD3	CD4	CD5	CD5D	HC LI HI	EC
	ACCESSORY DWELLING UNIT	■	■	■	■	■	■	■	■	■	■	--	--
	HOUSE	■	■	■	■	■	--	■	■	--	--	--	--
	COTTAGE	--	■	■	■	■	--	■	■	--	--	--	--
	COTTAGE COURT	--	--	--	■	--	--	■	--	--	--	--	--
	DUPLEX	--	--	--	■	--	--	■	■	--	--	--	--
	ZERO LOT LINE HOUSE	--	--	■	■	--	--	■	--	--	--	--	--
	TOWNHOUSE	--	--	--	■	■	■	--	■	■	■	--	--
	SMALL MULTI-FAMILY	--	--	--	■	■	■	--	--	--	--	--	--
	COURTYARD HOUSING	--	--	--	--	■	--	--	■	--	--	--	--

TABLE 4.10 BUILDING TYPES ALLOWED BY DISTRICT

		FD CD2 SF-R	SF-6 SF 4.5	ND3	ND3.5	ND4	N-MS	CD3	CD4	CD5	CD5D	HC LI HI	EC
	APARTMENT	--	--	--	--	--	--	--	■	■	■	--	--
	LIVE/ WORK	--	--	--	--	--	■	--	■	■	■	--	■
	NEIGHBORHOOD SHOPFRONT	--	--	--	--	■	■	--	■	--	--	--	--
	MIXED USE SHOPFRONT	--	--	--	--	--	■	--	--	■	■	--	■
	GENERAL COMMERCIAL	--	--	--	--	--	--	--	--	--	--	■	■
	CIVIC	■	■	■	■	■	■	■	■	■	■	■	■

LEGEND ■ =Allowed -- =Not Allowed

ARTICLE 2: BUILDING TYPES

DIVISION 1: BUILDING TYPES

Section 4.2.1.1 Building Types Established

The following building types have been established to allow for detailed regulation of the form within each zoning district.

ACCESSORY DWELLING UNIT:
A small self-contained structure located on the same lot as a detached house but physically separated, for use as a complete, independent living facility, with provisions for cooking, sanitation and sleeping.

HOUSE :
A medium to large detached single family structure. Typically located within a primarily single-family residential neighborhood in a more rural or suburban setting. If located within a walkable neighborhood, this building type is typically located at the edge of the neighborhood, providing a transition to the more rural areas.

COTTAGE:
A medium to small sized detached structure that incorporates one unit. Typically located within a primarily residential neighborhood in a walkable urban setting, potentially near a neighborhood main street. In its smaller size, this type can enable appropriately-scaled, well-designed affordable housing at higher densities and is important for providing a broad choice of housing types and promoting walkability.

COTTAGE COURT:
A series of small, detached structures located on individual lots, arranged to define a shared court that is typically perpendicular to the street. The shared court takes the place of a private open space and becomes an important community-enhancing element. This type is appropriately scaled to fit within primarily single-family neighborhoods and is important for providing affordability and a broad choice of housing types that promote walkability.

DUPLEX:
A small to medium sized building that consists of two units with separate entrances at least one of which faces the street. Units may be stacked one on top of the other, side-by-side, or front-to-back. This building type sits on a small to medium sized urban lot.

ZERO LOT LINE HOUSE:
A building type that accommodates one detached or two attached dwelling units with each unit located on separate lots with separate entrances facing the street. If units are attached they share a common wall along a lot line.

TOWNHOUSE:
A collection of narrow to medium sized attached buildings that consists of side-by-side units on individual lots with individual entries facing the street. This type is typically located within medium-density neighborhoods or in a location that transitions from a primarily single family neighborhood into a neighborhood main street. This type enables appropriately-scaled, well-designed higher densities and is important for providing affordability and a broad choice of housing types that promote walkability. Syn: rowhouse

Small Multi-Family:
A medium-to-large-sized structure or collection of attached structures that consists of three to nine units. This type has the appearance of a medium to large single-family home and is appropriately scaled to fit in sparingly within primarily single-family neighborhoods or into medium-density neighborhoods. This type enables appropriately-scaled, well-designed higher densities and is important for providing affordability and a broad choice of housing types that promote walkability.

Courtyard Housing:
Multi-family residential units arranged around a central court that consists of three to twenty-four units. The court is open to the facing street. Residential units may be in stacked units, townhouses, or both. This type enables appropriately-scaled, well-designed higher densities and is important for providing affordability and a broad choice of housing types that promote walkability.

Apartment:
A multi-family residential only structure consisting of a number of dwelling units arranged side by side and stacked on multiple floors. Unit types may be either single level (flats) or multi-floor (townhouse).

Live/Work:
A small to medium-sized attached or detached structure that consists of a flexible space used for artisan, studio, service, or retail uses, and a residential unit above and/or behind. This type is appropriate for providing affordable and flexible mixed use space for incubating neighborhood-serving retail and service uses, artists and other craftspeople. It is especially appropriate for incubating neighborhood serving commercial uses and allowing neighborhood main streets to expand as the market demands.

Neighborhood Shopfront
A building type that typically accommodates ground floor retail, office or commercial uses with or without upper-story residential or office uses at a scale that complements the existing residential character of the area.

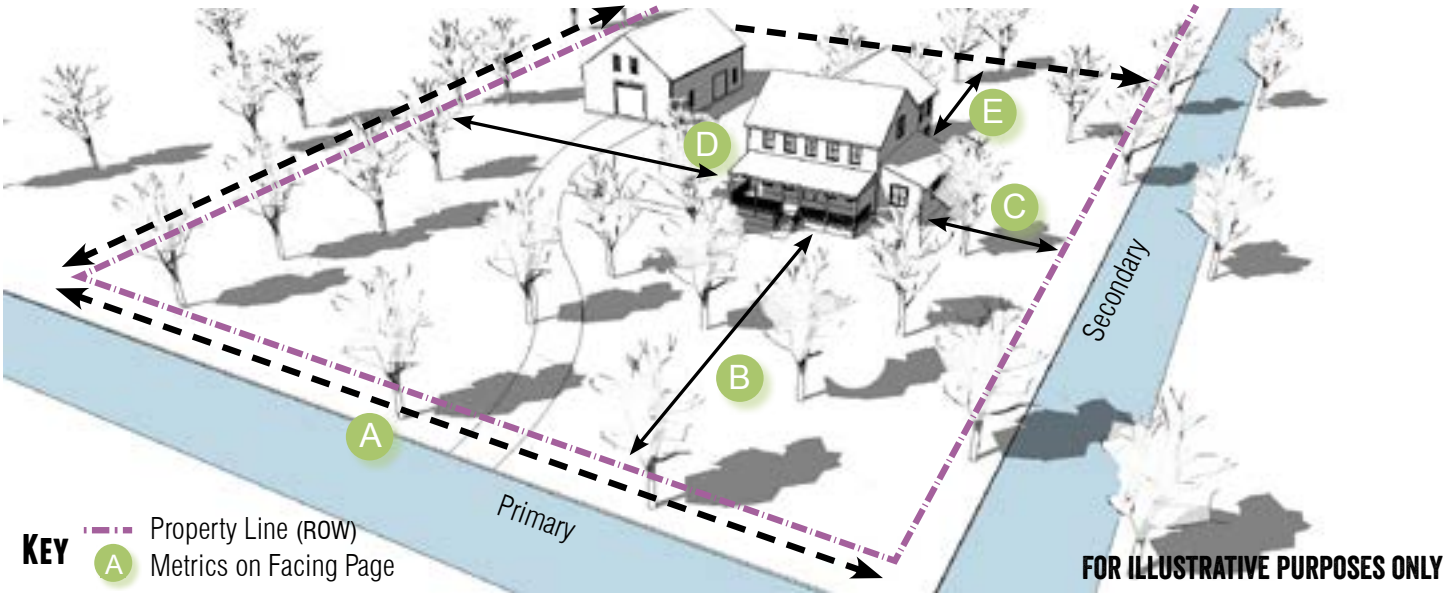
Mixed Use Shopfront:
A building type that typically accommodates ground floor retail, office or commercial uses with upper-story residential or office uses.

General Commercial:
A larger commercial building type that typically accommodates commercial, office or light industrial uses serving the surrounding community or region.

Civic:
A medium to large sized attached or detached building designed to stand apart from its surroundings due to the specialized nature of its public or quasi-public function for public assembly and activity. Examples include libraries, churches, courthouses, schools, centers of government, performing arts, and museums which are often the most prominently sited and architecturally significant structures in a community.

FD

SECTION 4.4.1.1 FUTURE DEVELOPMENT DISTRICT



General Description

The Future Development (FD) District is intended to serve as a temporary zoning district for properties that shall develop in the future, but have been newly annexed and/or are not yet ready to be zoned for a particular Use. Characterized by primarily agricultural use with woodlands and wetlands and scattered buildings.

Density

Units Per Gross Acre	.4 max.
Impervious Cover	30% max.

Transportation

Streetscape Type	Residential	Section 3.8.1.10
Sidewalks are not required for lots greater than 1 acre		

Building Types Allowed

Accessory Dwelling	Section 4.4.6.1
House	Section 4.4.6.2
Civic	Section 4.4.6.15

Building Standards		
Principle Building Height	2 stories max.	40 ft. max.
Accessory Structure	N/A	N/A

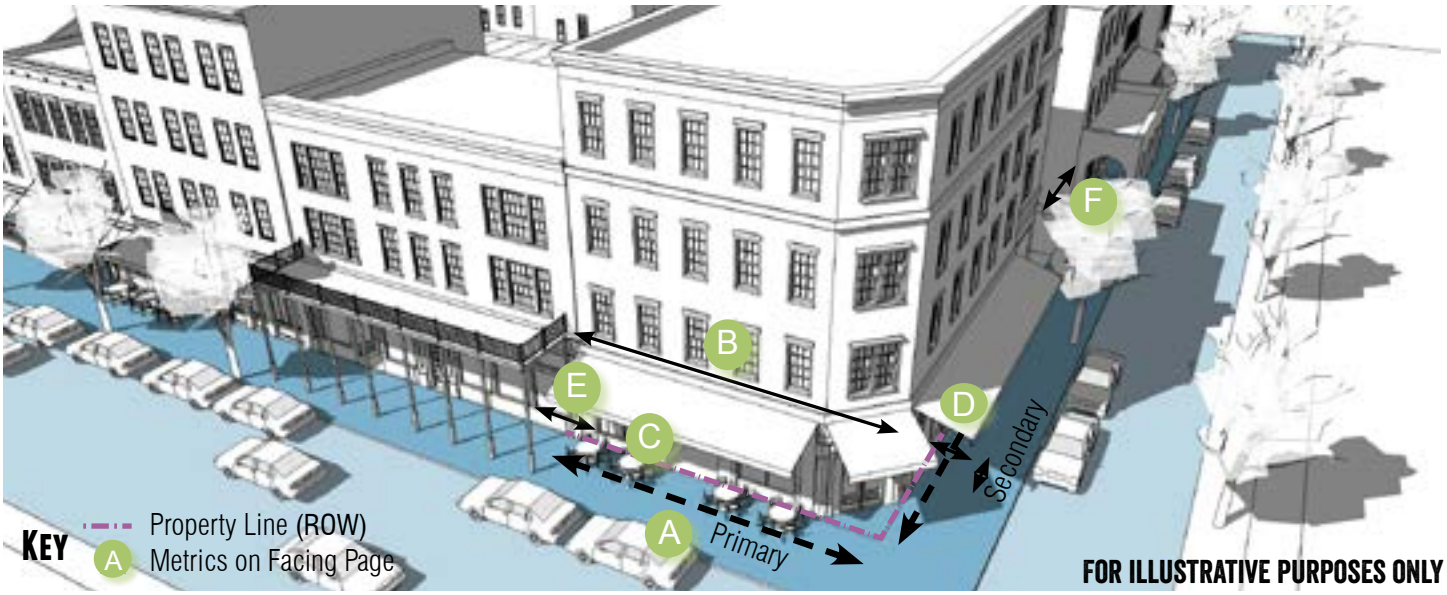
Lot			
Building Type	**Lot Area**	**Lot Width**	A
House	2 acres min.	200 ft min.	
Civic Building	2 acres min.	200 ft. min.	

Setbacks - Principal Building		
Primary Street	50 ft. min.	B
Secondary Street	25 ft. min.	C
Side	20 ft. min.	D
Rear	Min. 20% of total lot depth measured at the point of the greatest depth	E

Setbacks - Accessory Structure	
Primary Street	50 ft. min.
Secondary Street	25 ft. min.
Side	10 ft. min.
Rear	10 ft. min.

CD-5

SECTION 4.4.3.5 CHARACTER DISTRICT - 5



General Description

The CD-5 district is intended to provide for a variety of residential, retail, service and commercial uses. To promote walkability and compatibility, auto-oriented uses are restricted. CD-5 promotes mixed use and pedestrian-oriented activity.

Density

Impervious Cover	100% max.

Transportation

Block Perimeter	2,000 ft. max	Section 3.6.2.1
Streetscape Type	Main Street Multi-Way	Section 3.8.1.6 Section 3.8.1.9

Building Types Allowed

Accessory Dwelling	Section 4.4.6.1
Townhouse	Section 4.4.6.7
Apartment	Section 4.4.6.10
Live/ Work	Section 4.4.6.11
Mixed Use Shopfront	Section 4.4.6.14
Civic Building	Section 4.4.6.15

Building Standards

Building Height (Max.)*	5 stories	75 ft.
Building Height (Min.)*	2 stories	24 ft.
Ground Floor Elevation	2' min for ground floor residential	

* Alternative Compliance available (see Section 4.3.4.4 or Section 4.3.4.5)

Lot

Building Type	Lot Area	Lot Width	
Townhouse	1,500 sq. ft. min.	15 ft. min.	A
Apartment Building	2,000 sq. ft. min.	20 ft. min.	
Live/Work	1,100 sq. ft. min.	15 ft. min.	
Mixed Use Shopfront	2,000 sq. ft. min.	20 ft. min.	
Civic Building	2,000 sq. ft. min.	20 ft. min.	

Setbacks - Principal Building

Primary Street	0 ft. min./ 12 ft. max.	B
Secondary Street	0 ft. min./ 12 ft. max.	C
Side	0 ft. min.	D
Rear	0 ft. min.	E
Rear, abutting alley	3 ft. min.	E

Setbacks - Accessory Structure

Primary Street	20 ft. plus principal structure setback min.
Secondary Street	20 ft. plus principal structure setback min.
Side	0 ft. min.
Rear	3 ft. min. or 15 ft. from centerline of alley

Parking Location

Layer (Section 4.3.3.1)	Surface	Garage
First Layer	Not Allowed	Not Allowed
Second Layer	Allowed along secondary street only	Not Allowed
Third Layer	Allowed	Allowed

Build-to Zone (BTZ)

Building Facade in primary street	80% min.
Building Facade in secondary street	60% min.

Durable Building Material Area

Primary Material	80% min.
Secondary Material	20% max.
Blank Wall Area	25 ft. max.

ZC-20-11 (Lantana on Bastrop) Zoning Change Review **(By Comp Plan Element)**

LAND USE – Preferred Scenario Map / Land Use Intensity Matrix

	YES	NO (map amendment required)
Does the request meet the intent of the Preferred Scenario Map and the Land Use Intensity Matrix?	**X – Character Districts are "Considered" in Medium and High Intensity Zones on the Preferred Scenario Map.**	

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

STRATEGY	SUMMARY		Supports	Contradicts	Neutral
Preparing the 21st Century Workforce	Provides / Encourages educational opportunities				**X**
Competitive Infrastructure & Entrepreneurial Regulation	Provides / Encourages land, utilities and infrastructure for business				**X**
The Community of Choice	Provides / Encourages safe & stable neighborhoods, quality schools, fair wage jobs, community amenities, distinctive identity				**X**

ENVIRONMENT & RESOURCE PROTECTION – Land Use Suitability & Development Constraints

	1 (least)	2	3 (moderate)	4	5 (most)
Level of Overall Constraint	**90%**	**10%**			
Constraint by Class					
Cultural	**100%**				
Edwards Aquifer	**100%**				
Endangered Species	**100%**				
Floodplains	**100%**				
Geological	**100%**				
Slope	**100%**				
Soils	**90%**	**10%**			
Vegetation	**100%**				
Watersheds	**100%**				
Water Quality Zone	**100%**				

ENVIRONMENT & RESOURCE PROTECTION – *Water Quality Model Results*

Located in Subwatershed:	**Cottonwood Creek Watershed**				
	0-25%	25-50%	50-75%	75-100%	100%+
Modeled Impervious Cover Increase Anticipated for Watershed					**X**

Notes: **The 2013 Comprehensive Plan predicted a 342% increase of impervious cover under the Preferred Scenario of development. Although this may seem alarming, the area is primarily rural, undeveloped, and used for agriculture so any increase in impervious cover will seem high compared to the existing amount of 1.8% at the time the Comprehensive Plan was adopted. The predicted increase in impervious cover is attributed to multiple intensity zones located within the watershed.**

NEIGHBORHOODS – Where is the property located

CONA Neighborhood(s):	**N/A – Outside City Limits**
Neighborhood Commission Area(s):	**N/A – Outside City Limits**
Neighborhood Character Study Area(s):	**N/A**

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

				YES	NO
Will Parks and / or Open Space be Provided? **Parkland dedication and parkland development is required at the time of plat and is based on the number of units proposed. Fee in lieu of dedication and development may be accepted if requested by the subdivider and approved by the Responsible Official and/or the Parks Board.**				X	
Will Trails and / or Green Space Connections be Provided? **The Transportation Master Plan requires a greenway along Rattler Road.**				X	
Maintenance / Repair Density	Low (maintenance)		Medium		High (maintenance)
Wastewater Infrastructure	X				
Water Infrastructure	X				
Public Facility Availability				*YES*	*NO*
Parks / Open Space within ¼ mile (walking distance)? **The nearest park is the Cottonwood Creek Park which is within approximately ½ mile walking distance. El Camino Real Park is within approximately 1-mile walking distance.**					***X***
Wastewater service available? **Wastewater lines will be required throughout the development to service the property.**				X	
Water service available? **Water lines will be also required throughout the development to service the property.**				X	

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

		A	B	C	D	F
Existing Daily LOS	**South Old Bastrop Highway** **Rattler Road**	X X				
Existing Peak LOS	**South Old Bastrop Highway** **Rattler Road**	X X				
Preferred Scenario Daily LOS	**South Old Bastrop Highway** **Rattler Road**	X X				
Preferred Scenario Peak LOS	**South Old Bastrop Highway** **Rattler Road**	X		X		
Note: The property will be required to meet the Transportation Master Plan and construct required streets per the Block Standards in the Development Code.						
			N/A	Good	Fair	Poor
Sidewalk Availability (Required to build.)			X			

Sidewalks will be required to be constructed at the time of development.		
	YES	NO
Adjacent to existing bicycle lane? **The development will be responsible for constructing required bike infrastructure within new proposed streets.**		**X**
Adjacent to existing public transportation route?		**X**

PLANNING AND DEVELOPMENT SERVICES

6/5/2020 **ZC-20-11**

Notice of Public Hearing
Zoning Change Request
"FD" Future Development to "CD-5" Character District-5
South Old Bastrop Highway and Rattler Road

Hold a public hearing and consider a request by David Richardson, on behalf of Rattler Road Land Partners LLC., for a zoning change from "FD" Future Development to "CD-5" Character District-5, or such other less intense zoning district classification as the City Council may approve, for approximately 10 acres, more or less, out of the C. Wickson Roberts Survey, Abstract No. 474, Hays County, generally located at the intersection of South Old Bastrop Highway and Rattler Road.

The San Marcos Planning and Zoning Commission will consider the above request at an upcoming public hearing and will either approve or deny the request. This recommendation will be forwarded to the San Marcos City Council. Before making a decision, the Commission and Council will hold public hearings to obtain citizen comments. Because you are listed as the owner of property located within 400 feet of the subject property, we would like to notify you of the following public hearings and seek your opinion of the request:

- A public hearing will be conducted by the Planning and Zoning Commission via virtual meeting on **Tuesday, June 23, 2020** at **6:00 p.m.** You may join and participate in the public hearing using the following link: http://sanmarcostx.gov/541/PZ-Video-Archives

- A public hearing will be held at the City Council Meeting on **Tuesday, August 4, 2020** at **6:00 p.m.** in the Council Chambers in City Hall, 630 East Hopkins. If current orders related to COVID-19 are extended, virtual meeting information will be provided at the following website: https://sanmarcostx.gov/421/City-Council-Videos-Archives

All interested citizens are invited to attend and participate in the public hearing. If you cannot participate in the virtual public hearing of the Planning and Zoning Commission or the City Council meeting, but wish to comment, you may write to the below address. Your written comments will be given to the Planning & Zoning Commission and City Council if they are received before 5 PM on the day of the meeting.

Development Services-Planning
630 East Hopkins
San Marcos, TX 78666
planninginfo@sanmarcostx.gov

For more information regarding this request, contact the case manager, **Shavon Caldwell,** at **512.805.2649**. When calling, please refer to case number **ZC-20-11.**

As of the date of this notice, there are no other means of participating in the public hearing. However, please check for updates on the City's website at: www.sanmarcostx.gov to see if other means of participating in the public hearing become available.

The City of San Marcos does not discriminate on the basis of disability in the admission or access to its services, programs, or activities. Individuals who require auxiliary aids and services for this meeting should contact the City of San Marcos ADA Coordinator at 512-393-8000 (voice) or call Texas Relay Service (TRS) by dialing 7-1-1. Requests can also be faxed to 512-393-8074 or sent by e-mail to ADArequest@sanmarcostx.gov

PLANNING AND DEVELOPMENT SERVICES
Enclosure: Map (See Reverse)

Submitted 5/7/20 APP-Z-23274

ZONING CHANGE, OVERLAY OR ESTABLISHMENT OF A HISTORIC DISTRICT/LANDMARK APPLICATION

Updated: October, 2019

CONTACT INFORMATION

Applicant's Name	David Richardson	Property Owner	Mark Toller
Company	Rattler Road Land Partners, LLC	Company	Rattler Road Land Partners, LLC
Applicant's Mailing Address	454 Soledad, Ste. 200 San Antonio, TX 78205	Owner's Mailing Address	454 Soledad, Ste. 200 San Antonio, TX 78205
Applicant's Phone #	210-354-3705	Owner's Phone #	210-354-3705
Applicant's Email	David@missiondg.com	Owner's Email	Mark@missiondg.com

PROPERTY INFORMATION

Subject Property Address(es): See attached Metes and Bounds

Legal Description: Lot _____ Block _____ Subdivision _____

Total Acreage: 9.933 **Tax ID #: R**_____

Preferred Scenario Designation: CD-5 **Existing Zoning:** Agricultural

Existing Land Use(s): Agricultural

DESCRIPTION OF REQUEST

Proposed Zoning District(s): CD-5

Proposed Land Uses / Reason for Change: Build multifamily affordable housing apartments

AUTHORIZATION

I certify that the information on this application is complete and accurate. I understand the fees and the process for this application. I understand my responsibility, as the applicant, to be present at meetings regarding this request.

Filing Fee* $1,057 plus $100 per acre **Technology Fee $13** MAXIMUM COST $3,013

**Existing Neighborhood Regulating Plan Included.*

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

APPLY ONLINE – WWW.MYGOVERNMENTONLINE.ORG/

PROPERTY OWNER AUTHORIZATION

I, Mark Tolley (owner name) on behalf of Rattler Road Land Partners, LLC (company, if applicable) acknowledge that I/we am/are the rightful owner of the property located at See attached Meters and Bounds (address).

I hereby authorize David Richardson (agent name) on behalf of Rattler Road Land Partners, LLC (agent company) to file this application for rezoning (application type), and, if necessary, to work with the Responsible Official / Department on my behalf throughout the process.

Signature of Owner: _____ Date: 5/7/20

Printed Name, Title: Mark Tolley, Partner

Signature of Agent: _____ Date: 5/7/20

Printed Name, Title: David Richardson, Director of acquisitions

Form Updated October, 2019

AGREEMENT TO THE PLACEMENT OF NOTIFICATION SIGNS AND ACKNOWLEDGEMENT OF NOTIFICATION REQUIREMENTS

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

- Notification Signs: if required by code, staff shall place notification signs on each street adjacent to the subject property and must be placed in a visible, unobstructed location near the property line. It is unlawful for a person to alter any notification sign, or to remove it while the request is pending. However, any removal or alteration that is beyond the control of the applicant shall not constitute a failure to meet notification requirements. ***It shall be the responsibility of the applicant to periodically check sign locations to verify that the signs remain in place had have not been vandalized or removed. The applicant shall immediately notify the responsible official of any missing or defective signs. It is unlawful for a person to alter any notification sign, or to remove it while the case is pending; however, any removal or alteration that is beyond the control of the applicant shall not constitute a failure to meet notification requirements.***

- Published Notice: if required by code, staff shall publish a notice in a newspaper of general circulation in accordance with City Codes and the Texas Local Government Code. ***If, for any reason, more than one notice is required to be published it may be at the expense of the applicant. The renotification fee shall be $91 plus a $13 technology fee.***

- Personal Notice: if required by code, staff shall mail personal notice in accordance with City Codes and the Texas Local Government Code. ***If, for any reason, more than one notice is required to be mailed it may be at the expense of the applicant. The renotification fee shall be $91 plus a $13 technology fee.***

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

Signature: _____ Date: 5/7/20

Print Name: Mark Folley

Form Updated October, 2019

Special Warranty Deed with Vendor's Lien

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: February 20, 2020

Grantor: Linda Hurt a/k/a Linda Barnum Hurt a/k/a Linda Barnum Stamport, Laura Barnum a/k/a Laura Kay Barnum and Lisa Barnum a/k/a Lisa Kim Barnum

Grantor's Mailing Address: 5706 Everglade Road
Dallas, TX 75224

Grantee: Rattler Road Land Partners, LLC

Grantee's Mailing Address: 454 Soledad Street, Suite 200
San Antonio, TX 78205

Consideration: Cash and a note of even date executed by Grantee and payable to the order of Raza Development Fund, Inc. (hereinafter "Lender") in the principal amount of One Million One Hundred Thirty-Nine Thousand and No/100 DOLLARS ($1,139,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed for the benefit of said Lender and the same are hereby transferred and assigned to said Lender and by a first-lien deed of trust of even date from Grantee to Gary S. Farmer, trustee.

Property (including any improvements):

Being 9.933 acres of land, more or less, out of the C. Wickson Roberts Survey, Abstract No. 474, Hays County, Texas, and consisting of a portion 6.0 acres described in Deed recorded in Volume 208, Page 116, Deed Records of Hays County, Texas and all of 4.0 acres described in a Deed recorded in Volume 216, Page 41, Deed Records of Hays County, Texas, said 9.933 acres being more particularly described by metes and bounds in Exhibit "A-1" attached.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, by, through or under Grantor, but not otherwise.

Laura Kay Barnum

Laura Barnum a/k/a Laura Kay Barnum

STATE OF TEXAS)
COUNTY OF Montgomery

This Instrument was acknowledged before me on February 20, 2020, by Laura Barnum a/k/a Laura Kay Barnum.

MAE J NICKERSON
Notary ID #126332002
My Commission Expires
November 21, 2023

Mae J. Nickerson

Notary Public, State of Texas

36-T-117247/MF
Recorded By Texas National Title

KFW SURVEYING

DESCRIPTION OF
A TOTAL OF 10.11 ACRE TRACT
PART 1 = 9.93 ACRES
PART 2 = 0.1773 OF AN ACRE

PART 1 = A **9.93 acre** tract of land situated in the Cyrus Wickson Survey, Abstract No. 474, Hays County, Texas, and being all of that called 4.0 acre tract of land conveyed to George Barnum and described in Volume 216, Page 41 recorded March 1, 1967 in the in the Deed Records of Hays County, Texas (D.R.), and the remainder of that called 6.0 acre tract of land conveyed to George Barnum and described in Volume 208, Page 116, recorded October 4, 1968 in the D.R., said 9.93 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found at the intersection of the northeasterly right-of-way of Rattler Road (formerly known as McCarty Lane, variable width R.O.W.) with the northwesterly right-of-way of Old Bastrop Highway, (also known as Hays County Road 266, variable with R.O.W.), and being the most easterly corner of that called 0.10 of an acre tract of land conveyed to Hays County and described in Volume 3580, Page 792, recorded January 27, 2009 in the Official Public Records of Hays County, Texas (O.P.R.) for the most southerly corner of the tract described herein;

THENCE: Along and with the northeasterly right-of-way of Rattler Road and the northeasterly line of said 0.10 acre tract, the following three (3) courses:

1. **N 45°48'34"W** a distance of **171.76 feet** to a ½" iron rod with plastic cap stamped KFW SURVEY (hereinafter referred to as SET KFW) set for the beginning of a curve to the left;
2. Along and with the arc of said curve to the left having a radius of **1031.00 feet**, through a central angle of **02°13'57"**, an arc length of **40.17 feet**, and a chord bearing of **N 47°04'08"W** and a chord length of **40.17 feet** to a SET KFW;
3. **N 48°18'10" W**, a distance of **209.33 feet** to a ½" iron rod found for the most northerly corner of said 0.10 acre tract and the most westerly corner of the tract described herein;

THENCE: N 52°08'11" E, along and with the northwesterly line of said 6.0 acre tract, passing at a distance of 19.88 feet a found ½" iron rod on line, and also continuing along and with the southeasterly line of Lot 2 of Salinas Estates subdivision, a plat of record in Volume 17, Page 41 in the Plat Records of Hays County, Texas (P.R.) for a total distance of **620.93 feet** to a ½" iron rod found for the northeast corner of said Lot 2, the most northerly corner of said 6.0 acre tract, the most westerly corner of said 4.0 acre tract, and the most southerly corner of the remainder of that called 54.360 acre tract of land conveyed to Reed Carr and wife Patricia M. Carr and described in Volume 2359, Page 218, recorded November 25, 2003 in the O.P.R.;

THENCE: N 52°16'18" E, along and with the southeasterly line of the remainder of said 54.360 acre tract and the northwesterly line of said 4.0 acre tract, a distance of **415.43 feet** to a ½" iron rod found for the most northerly corner of said 4.0 acre tract and the tract described herein, and for the most westerly corner of that called 2.49 acre tract of land conveyed to Housing Corporation of Eta Tau Chapter of Sigma Nu Fraternity and described in Document Number 2016-16015558, recorded May 17, 2016 in the O.P.R.;

THENCE: S 46°15'04" E, along and with the southwesterly line of said 2.49 acre tract and the northeasterly line of said 4.0 acre tract, a distance of **427.88 feet** to a ½" iron rod found in the

northwesterly right-of-way of Old Bastrop Road for the most southerly corner of said 2.49 acre tract and the most easterly corner of said 4.0 acre tract and the tract described herein;

THENCE: S 52°37'03" W along and with the southeasterly lines of said 4.0 acre tract and said 6.0 acre tract and the northwesterly right-of-way of Old Bastrop Road, a distance of **1030.71 feet** to the **POINT OF BEGINNING** and containing 9.93 acres of land more or less in **PART 1**, and being described in accordance with a survey prepared by KFW Surveying.

TOGETHER WITH PART 2 = 0.1773 OF AN ACRE

PART 2 = A **0.1773 of an acre** tract of land situated in the Cyrus Wickson Survey, Abstract No. 474, Hays County, Texas, and being a portion of that called 0.10 of an acre tract of land conveyed to Hays County and described in Volume 3580, Page 782, recorded January 27, 2009 in the Official Public Records of Hays County, Texas (O.P.R.), and a portion of that called 0.03 acre tract of land conveyed to Hays County and described in Volume 3510, Page 283, recorded October 27, 2008 in the O.P.R., said 0.1773 of an acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found in the northeasterly right-of-way of Rattler Road (formerly known as McCarty Lane, variable width R.O.W.) and being the most northerly corner of said 0.10 of an acre tract of land for the most northerly corner of the tract described herein;

THENCE: S 48°18'10" E, along and with the northeasterly right-of-way of Rattler Road and the northeasterly line of said 0.10 acre tract, a distance of **95.19 feet** to a calculated point for an exterior corner of that called 39.37 acre tract of land as described in City of San Marcos Ordinance No. 2020-01 for the most easterly corner of the tract described herein;

THENCE: S 48°03'51" W, crossing the right-of-way of said Rattler Road and along and with an exterior line of said 39.37 acre tract, a distance of **81.64 feet** to a calculated point in the southwesterly right-of-way of said Rattler Road for the east corner of the remainder of Lot 18 of Hillside Village subdivision, a plat of record in Volume 8, Page 148 in the P.R. and for the most southerly corner of said 0.03 acre tract and the tract described herein;

THENCE: N 45°36'59" W, along and with the southwesterly right-of-way line of said Rattler Road and the southwesterly line of said 0.03 acre tract, a distance of **100.33 feet** to a calculated point for the most westerly corner of the tract described herein;

THENCE: N 52°08'11" E crossing the right-of-way of said Rattler Road, a distance of **77.72 feet** to the **POINT OF BEGINNING** and containing 0.1773 of an acre or 7,725 square feet of land more or less in **PART 2**. PART 2 was prepared under 22 TAC § 663.21, and does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Job No.:	19-109
Prepared by:	KFW Surveying
Date:	June 11, 2020
File:	S:\Draw 2019\19-109 Liv San Marcos\DOCS\19-109 ZONING DESC TCP 061120.doc

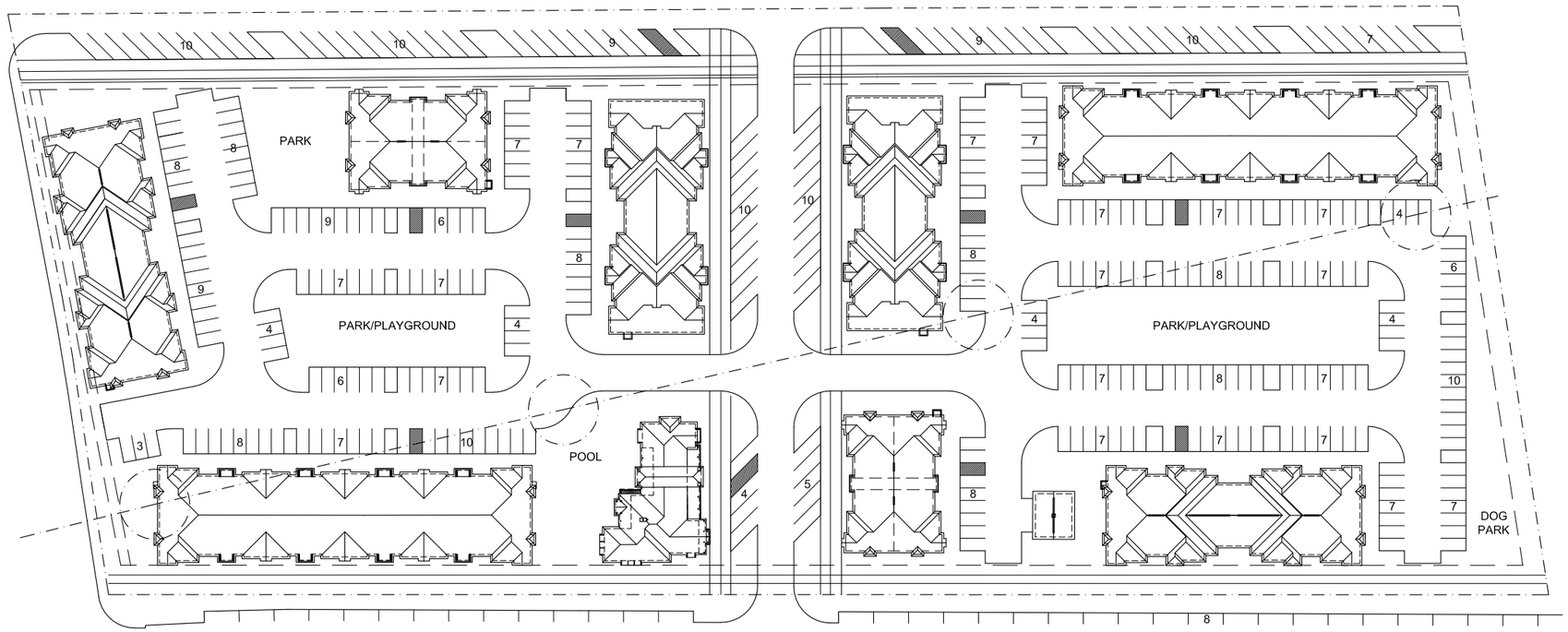
11 JUNE 2020

STATE OF TEXAS
REGISTERED
TIM C. PAPPAS
5543
PROFESSIONAL
LAND SURVEYOR

RATTLER ROAD

Luxury Apartment Homes

Concept Site Plan



Rattler Road Apartments

San Marcos, Texas
Scale: 1" = 100'-0"
216 Units

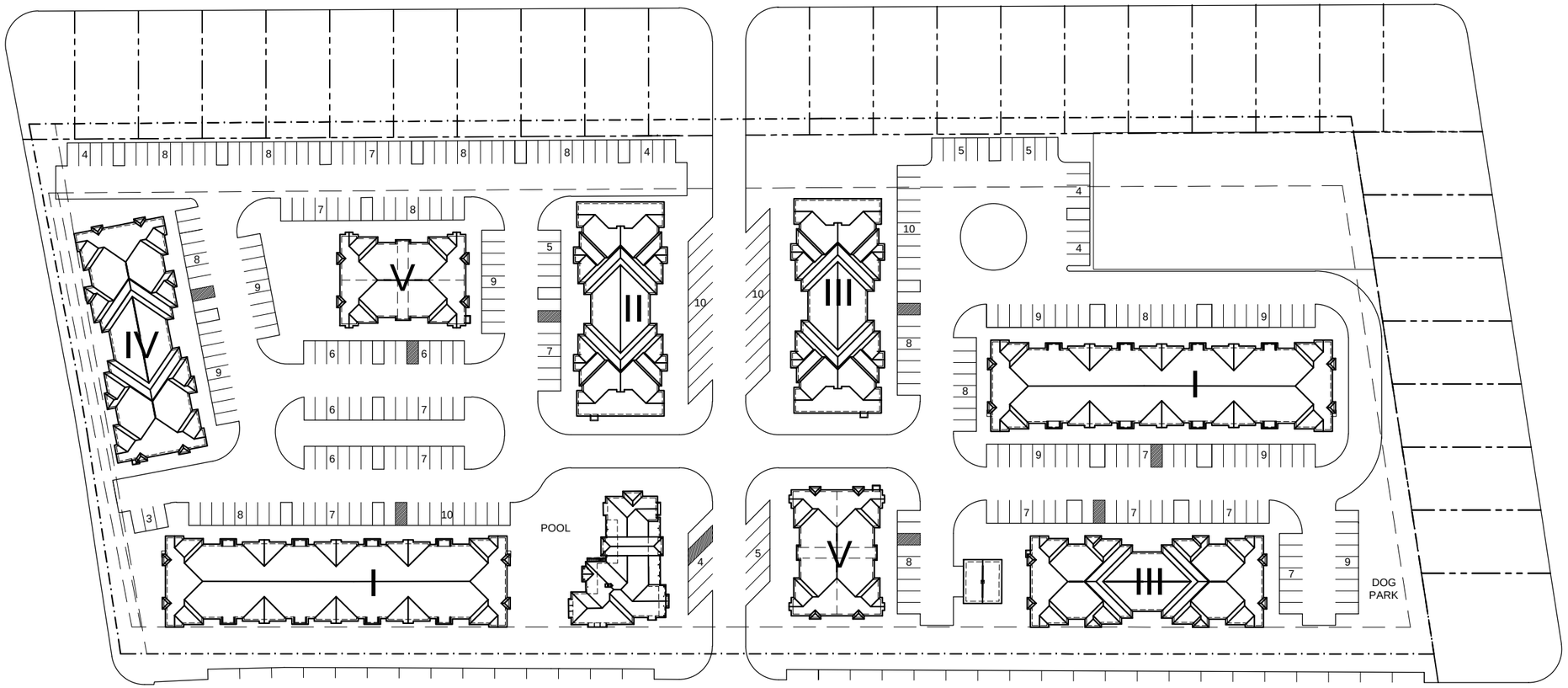
12.04.2019

72 A1 Units
24 A2 Units
36 B1 Units
12 B2 Units
72 C1 Units

216 Units

367 Parking Spaces

1.70 Parking Ratio



CONCEPTUAL

Rattler Road Apartments

San Marcos, Texas
Scale: 1" = 100'-0"
216 Units

3.03.2020

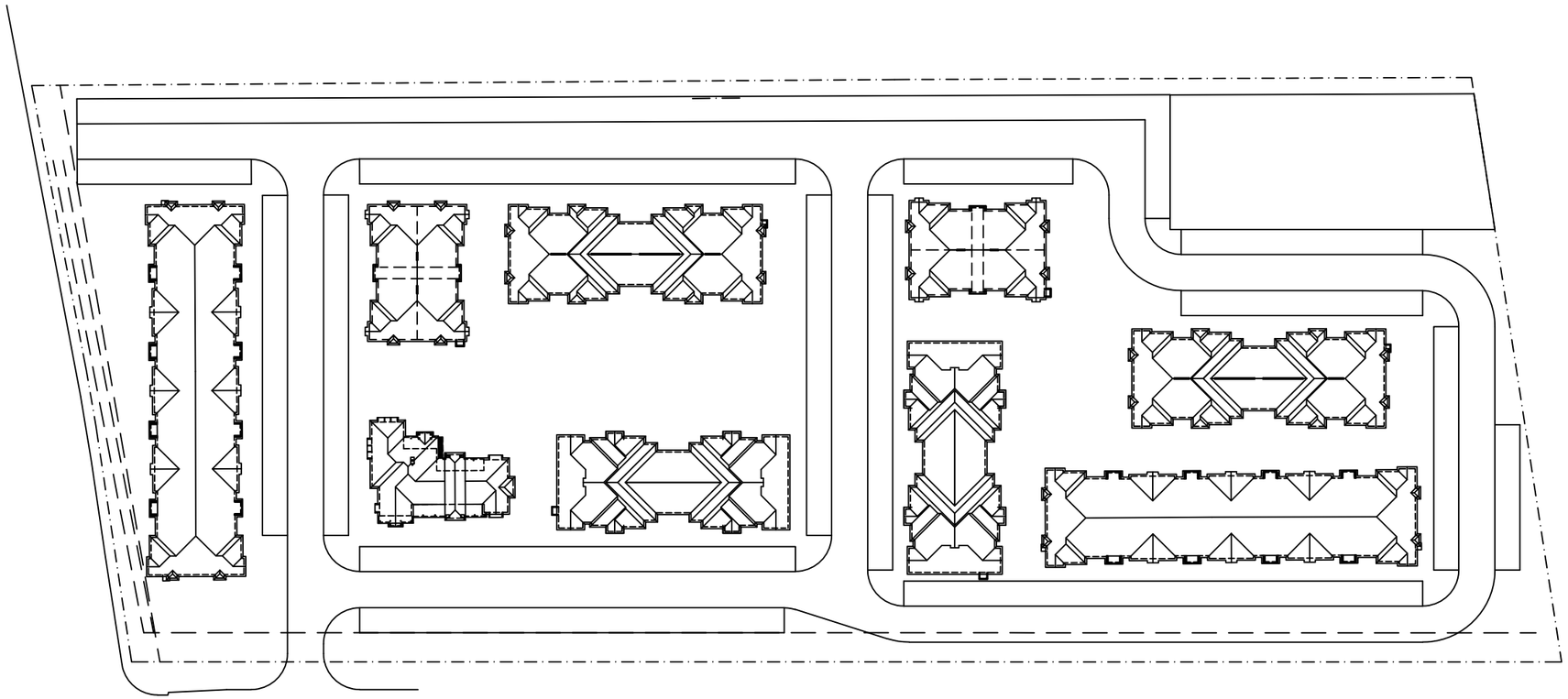
90 A Units
50 B Units
76 C Units

216 Units

344 Parking Spaces

(45 Potential Street Parking)

1.5 Parking Ratio



ALT
CONCEPTUAL

Rattler Road Apartments

San Marcos, Texas
Scale: 1" = 100'-0"
216 Units

3.30.2020

90 A Units
50 B Units
76 C Units

216 Units

406 Parking Spaces

(all on-site parking)

1.88 Parking Ratio

File #: Ord. 2020-50, **Version:** 1

AGENDA CAPTION:

Receive a Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-50, annexing into the City approximately 83.291 acres of land located at 2519 Redwood Road; including procedural provisions; and providing an effective date; and consider approval of Ordinance 2020-50, on the first of two readings.

Meeting date: August 4, 2020

Department: Planning and Development Services

Amount & Source of Funding

Funds Required: n/a
Account Number: n/a
Funds Available: n/a
Account Name: n/a

Fiscal Note:

Prior Council Action: n/a

City Council Strategic Initiative:

n/a

Comprehensive Plan Element (s):

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

☐ Parks, Public Spaces & Facilities - Choose an item.

☐ Transportation - Choose an item.

☐ Core Services

☒ Not Applicable

Master Plan:

Vision San Marcos - A River Runs Through Us

Background Information:

This is a request for a voluntary annexation submitted by James Ingalls on behalf of Jim Smith, Smith Co. Redwood LLC, for approximately 83.291 +/- acres of land out of the Barnette O. Kane Survey, Abstract No. 281, Hays County, generally located at 2519 Redwood Road.

Water and wastewater service will be provided by the City of San Marcos. This site is not located in the San Marcos Wastewater CCN, however, the CCN boundary will be updated after annexation of the site. The developer will be responsible for extending water and wastewater facilities through the site. Bluebonnet Electric will provide electric service for this development.
The City of San Marcos will provide Police, Fire, and EMS services to the site.
Below is a proposed schedule for this annexation, which complies with the Texas Local Government Code requirements:

- **City Council Resolution (Approval of Service Agreement and set a public hearing date)**: June 16, 2020 (Approved)
- **City Council Ordinance 1st Reading (Public Hearing):** August 4, 2020 (Today)
- **City Council Ordinance 2nd Reading:** August 18, 2020

Council Committee, Board/Commission Action:

n/a

Alternatives:

n/a

Recommendation:

ORDINANCE NO. 2020-50

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS ANNEXING INTO THE CITY APPROXIMATELY 83.291 ACRES OF LAND LOCATED AT 2519 REDWOOD ROAD; INCLUDING PROCEDURAL PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

1. The owner of approximately 83.291 acres of land located at 2519 Redwood Road, as further described by metes and bounds in Exhibit "A," attached hereto and incorporated herein for all purposes (the "Property"), made a request for the City to annex the Property. A location map of the Property is also shown in Exhibit "A."

2. Said owner of the Property has declined the offer of a development agreement from the City concerning the Property.

3. Said owner and the City have entered into a written agreement for the provision of services to the Property.

4. The Property is contiguous and adjacent to the current boundaries of the City.

5. The City Council held a public hearing regarding the request.

6. The City Council hereby finds and determines that the adoption of the following ordinance is in the interest of the public health, morals, welfare and safety.

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

SECTION 1. The recitals of this ordinance are approved and adopted.

SECTION 2. The Property is annexed to and is a part of the City of San Marcos, Texas and subject to the acts, ordinances, resolutions and regulations of the City.

SECTION 3. Services to the Property will be provided under the terms of the written agreement for the provision of services entered into between the owner of the Property and the City as noted in Recital 3.

SECTION 4. The corporate limits of the City are extended to include the Property.

SECTION 5. The inhabitants of the Property are entitled to all the rights and privileges of other citizens of the City, and are bound by the acts, ordinances, resolutions and regulations of the City.

SECTION 6. If any word, phrase, clause, sentence, or paragraph of this ordinance is held to be unconstitutional or invalid by a court of competent jurisdiction, the other provisions of this ordinance will continue in force if they can be given effect without the invalid portion.

SECTION 7. All ordinances and resolutions or parts of ordinances or resolutions in conflict with this ordinance are repealed.

SECTION 8. This ordinance shall be effective upon its adoption on second reading.

PASSED AND APPROVED on first reading on August 4, 2020.

PASSED, APPROVED AND ADOPTED on second reading on August 18, 2020.

Jane Hughson
Mayor

Attest:

Approved:

Tammy K. Cook
Interim City Clerk

Michael Cosentino
City Attorney

EXHIBIT A

D·A·MAWYER
LAND SURVEYING

METES AND BOUNDS DESCRIPTION
FOR A
83.291 ACRE TRACT OF LAND
"ZONING"

Being a 83.291 acre tract of land out of the Barnette O. Kane Survey, Abstract No. 281, in Hays County, Texas, being a portion of the remaining portion a called 99.56 acre tract of land, as conveyed to Smithco Redwood, LLC, and recorded in Document No. 19023899, of the Official Public Records of Hays County, Texas, and said 83.291 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a point in the Northeasterly Right-of-Way line of Redwood Road (a variable width R.O.W.), being in the Southeasterly line of a called 99.36 acre tract of land, as conveyed to Three Rivers Development, LLC, and recorded in Document No. 18042251, of the Official Public Records of Hays County, Texas, being the most Westerly corner of the remaining portion of said 99.56 acre tract of land and being a Westerly corner of this herein described tract of land;

THENCE departing the Northeasterly R.O.W. line of said Redwood Road, and with the common line between the remaining portion of said 99.56 acre tract of land and said 99.36 acre tract of land, N 60° 24' 29" E, a distance of 1,319.01 feet to a point for a Southeasterly corner of said 99.36 acre tract of land, and being a Northwesterly corner of the remaining portion of said 99.56 acre tract of land and this herein described tract of land;

THENCE continuing with the common line between said 99.36 acre tract of land and the remaining portion of said 99.56 acre tract of land, N 60° 18' 52" E, a distance of 1,395.93 feet to a point for the most Easterly corner of said 99.36 acre tract of land, being in the Southwesterly line of a called 125.0 acre tract of land, as conveyed to James S. Lane and Billye Jo Sherrill Lane, recorded in Volume 878, Page 325, of the Official Public Records of Hays County, Texas, and being the most Northerly corner of the remaining portion of said 99.56 acre tract of land and this herein described tract of land;

THENCE with the common line between said 125.0 acre tract of land and the remaining portion of said 99.56 acre tract of land, S 41° 06' 43" E, a distance of 270.93 feet to a point in the common line between said 125.0 acre tract of land and the remaining portion of said 99.56 acre tract of land, and being a Northeasterly corner of this herein described tract of land;

THENCE continuing with the common line between said 125.0 acre tract of land and the remaining portion of said 99.56 acre tract of land, S 40° 30' 11" E, a distance of 1,363.82 feet to a point in the Northwesterly R.O.W. line of Old Bastrop Highway (a variable width R.O.W.), being the most Southerly corner of said 125.0 acre tract of land, and being the most Easterly corner of the remaining portion of said 99.56 acre tract of land;

THENCE departing the Northwesterly R.O.W. line of said Old Bastrop Highway, and across and through said Old Bastrop Highway R.O.W., S 40° 30' 11" E, a distance of 55.01 feet to a point in the Southeasterly R.O.W. line of said Old Bastrop Highway, being in the Northwesterly line of a called 525.22 acre tract of land, as conveyed to Frost National Bank, Independent Executor and Trustee under the Will of Joseph Freeman, and recorded in Volume 359, Page 870, of the Official Public Records of Hays County, Texas, and being the most Easterly corner of this herein described tract of land;

THENCE with the Southeasterly R.O.W. line of said Old Bastrop Highway, and with the Northwesterly line of said 525.22 acre tract of land, S 60° 56' 17" W, a distance of 2,019.19 feet to a point in the Southeasterly R.O.W. line of said Old Bastrop Highway, being in the Northwesterly line of said 525.22 acre tract of land, and being the most Southerly corner of this herein described tract of land;

THENCE departing the Southeasterly R.O.W. line of said Old Bastrop Highway, same being the Northwesterly line of said 525.22 acre tract of land, and across and through said Old Bastrop Highway R.O.W., N 29° 47' 20" W, a distance of 50.73 feet to a point in the Northwesterly R.O.W. line of said Old Bastrop Highway, being in the Southeasterly line of the remaining portion of said 99.56 acre tract of land, and being a Southerly corner of this herein described tract of land;

THENCE departing the Northwesterly R.O.W. line of said Old Bastrop Highway, same being the Southeasterly line of the remaining portion of said 99.56 acre tract of land, and across and through the remaining portion of said 99.56 acre tract of land, the following courses:

N 29° 47' 20" W, a distance of 89.26 feet to a point for a Southerly corner;

N 29° 21' 38" W, a distance of 120.00 feet to a point for a Southerly corner, and being at the beginning of a curve to the right;

With said curve to the right, having an arc length of 181.89 feet, a radius of 50.00 feet, a delta angle of 208° 26' 05", a tangent length of 197.35, and a chord bearing and distance of N 76° 15' 42" W, 96.94 feet to a point for a Southerly corner;

N 29° 21' 38" W, a distance of 815.77 feet to a point for a Southwesterly interior corner;

S 60° 38' 22" W, a distance of 251.21 feet to a point for a Southwesterly corner;

S 60° 38' 22" W, a distance of 275.65 feet to a point for a Southwesterly corner, and being at the beginning of a curve to the right;

With said curve to the right, having an arc length of 103.78 feet, a radius of 227.00 feet, a delta angle of 26° 11' 40", a tangent length of 52.81 feet, and a chord bearing and distance of S 73° 44' 12" W, 102.88 feet to a point for a Westerly corner;

S 86° 52' 31" W, a distance of 97.35 feet to a point for a Westerly corner, and being at the beginning of a curve to the left;

With said curve to the left, having an arc length of 114.77 feet, a radius of 173.00 feet, a delta angle of 38° 00' 36", a tangent length of 59.59 feet, and a chord bearing and distance of S 67° 48' 58" W, 112.68 feet to a point for a Westerly corner;

THENCE continuing across and through the remaining portion of said 99.56 acre tract of land, S 48° 48' 40" W, a distance of 40.23 feet to a point in the Northeasterly R.O.W. line of aforementioned Redwood Road, being in the Southwesterly line of the remaining portion of said 99.56 acre tract of land, and being a Southwesterly corner of this herein described tract of land;

THENCE departing the Northeasterly R.O.W. line of said Redwood Road, same being the Southwesterly line of the remaining portion of said 99.56 acre tract of land, and across and through said Redwood Road R.O.W., S 48° 21' 23" W, a distance of 89.90 feet to a point in the Southwesterly R.O.W. line of said Redwood Road, being in the Northeasterly line of El Camino Real Subdivision, Phase 2, Section One, as recorded in Volume 10, Page 374, of the Map and Plat Records of Hays County, Texas, and being a Southwesterly corner of this herein described tract of land;

THENCE with the Northeasterly line of said El Camino Real Subdivision, and with the Southwesterly R.O.W. line of said Redwood Road, N 41° 38' 37" W, a distance of 448.33 feet to a point in the Southwesterly R.O.W. line of said Redwood Road, being in the Northeasterly line of said El Camino Real Subdivision, and being the most Westerly corner of this herein described tract of land;

THENCE departing the Southwesterly R.O.W. line if said Redwood Road, same being the Northeasterly line of said El Camino Real Subdivision, and across and through said Redwood Road R.O.W., N 60° 21' 42" E, a distance of 95.49 feet to the POINT OF BEGINNING, and containing 83.291 acres of land, more or less.

"This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

Bearings based on the Texas State Plane Coordinate System, South Central Zone (4204), North American Datum 1983.

Drew A. Mawyer
Registered Professional Land Surveyor No. 5348
TBPLS Firm Registration #10191500
5151 W SH 46, New Braunfels, Texas, 78132
MOE394- REDWOOD- 83.291 AC- 051420

STATE OF TEXAS
REGISTERED
DREW A. MAWYER
5348
PROFESSIONAL
LAND SURVEYOR

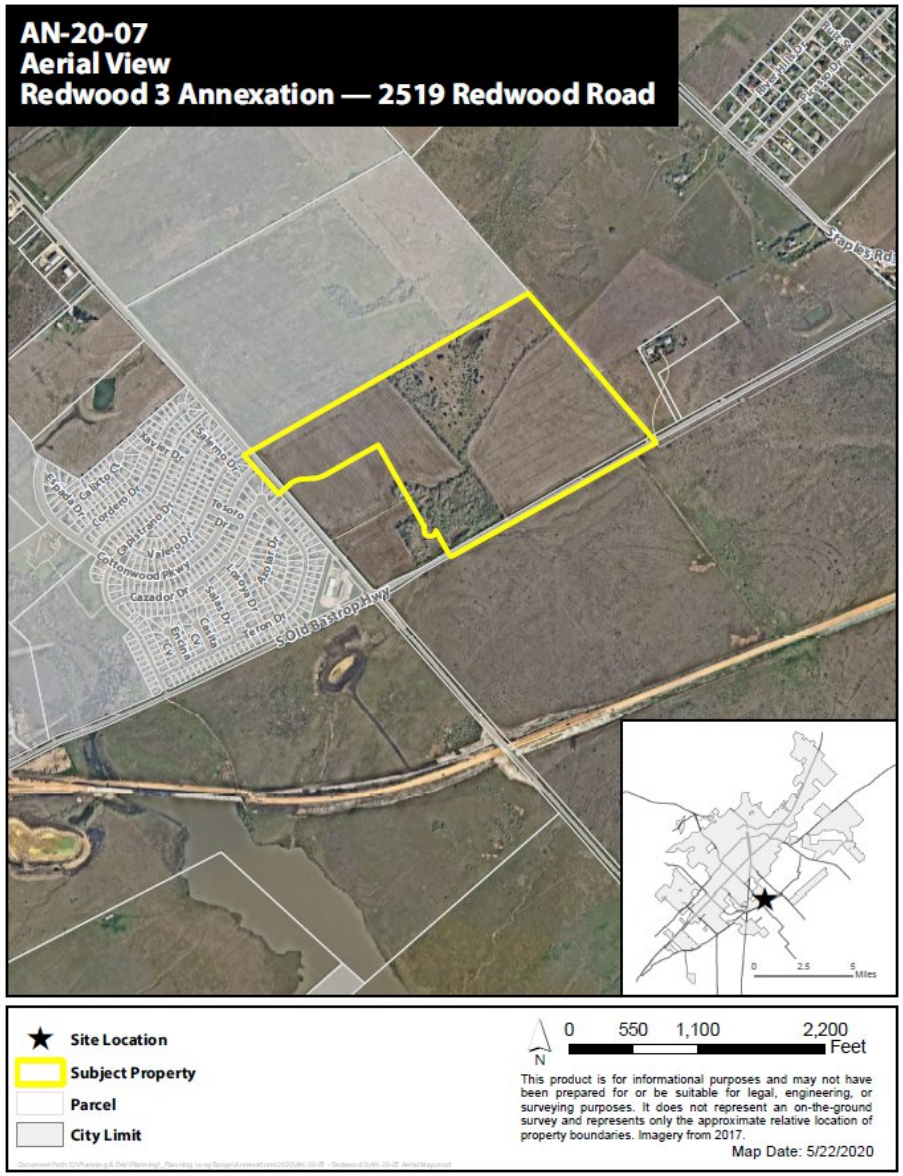
AN-20-07 (Redwood 3 Annexation)

Receive a Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-XX, annexing into the City approximately 83.291 acres of land generally located at 2519 Redwood Road; including procedural provisions; and providing an effective date; and consider approval of Ordinance 2020-XX, on the first of two readings.

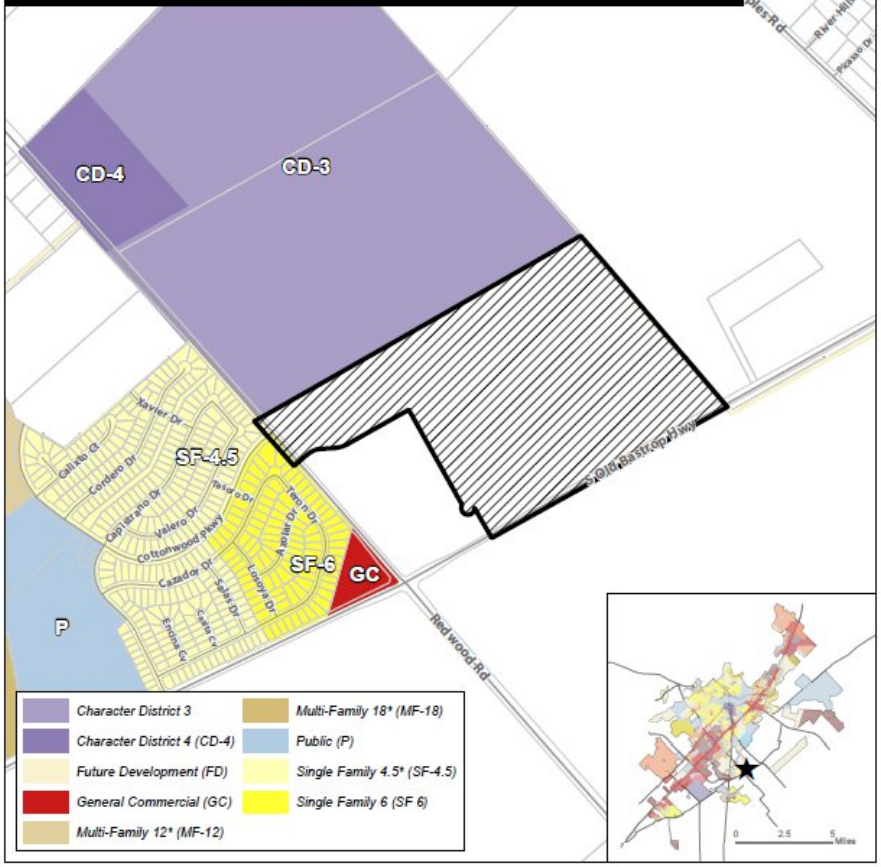
SAN MARCOS

Context:

- 2519 Redwood Road
- 83.291 +/- acres
- Applicant proposes to develop the subject property with a single-family neighborhood
- Adjacent to recently zoned CD-3 and CD-4 (annexed in 2019)
- Requesting SF-6 zoning
- Service Plan (Attachment)



AN-20-07
Zoning Map
Redwood 3 Annexation - 2519 Redwood Road



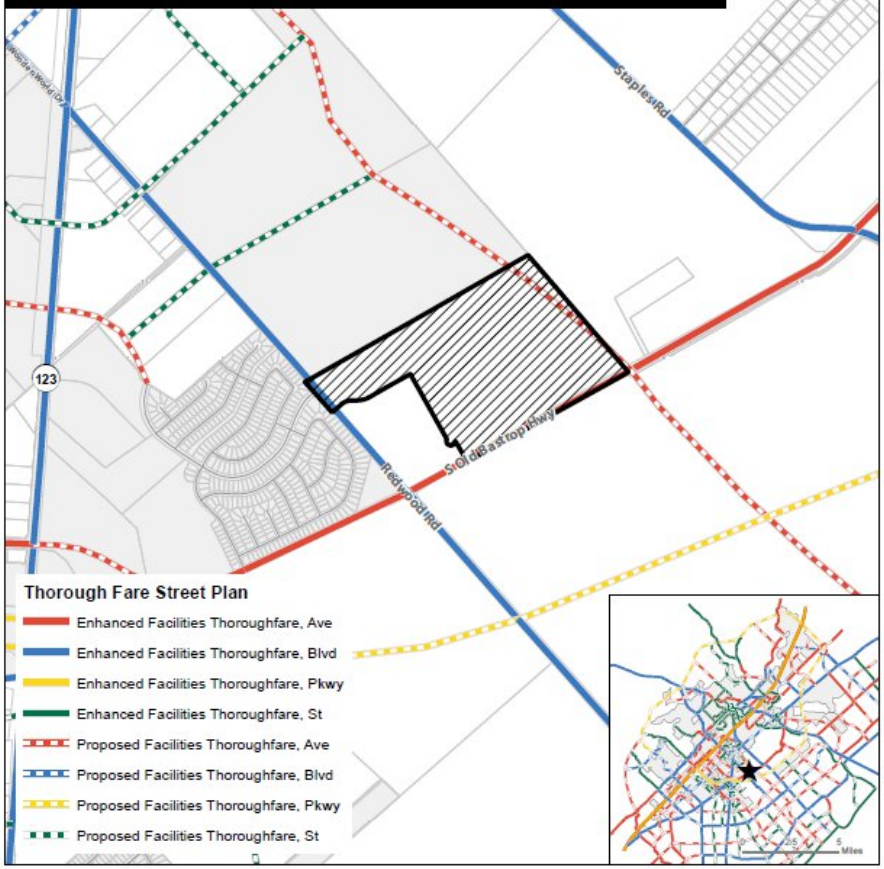
★ Site Location
Subject Property
Parcels
City Limit

N 0 485 970 1,940 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.

Map Date: 5/22/2020

AN-20-07
Transportation Master Plan
Redwood 3 Annexation - 2519 Redwood Rd



★ Site Location
Subject Property
Parcels
City Limit

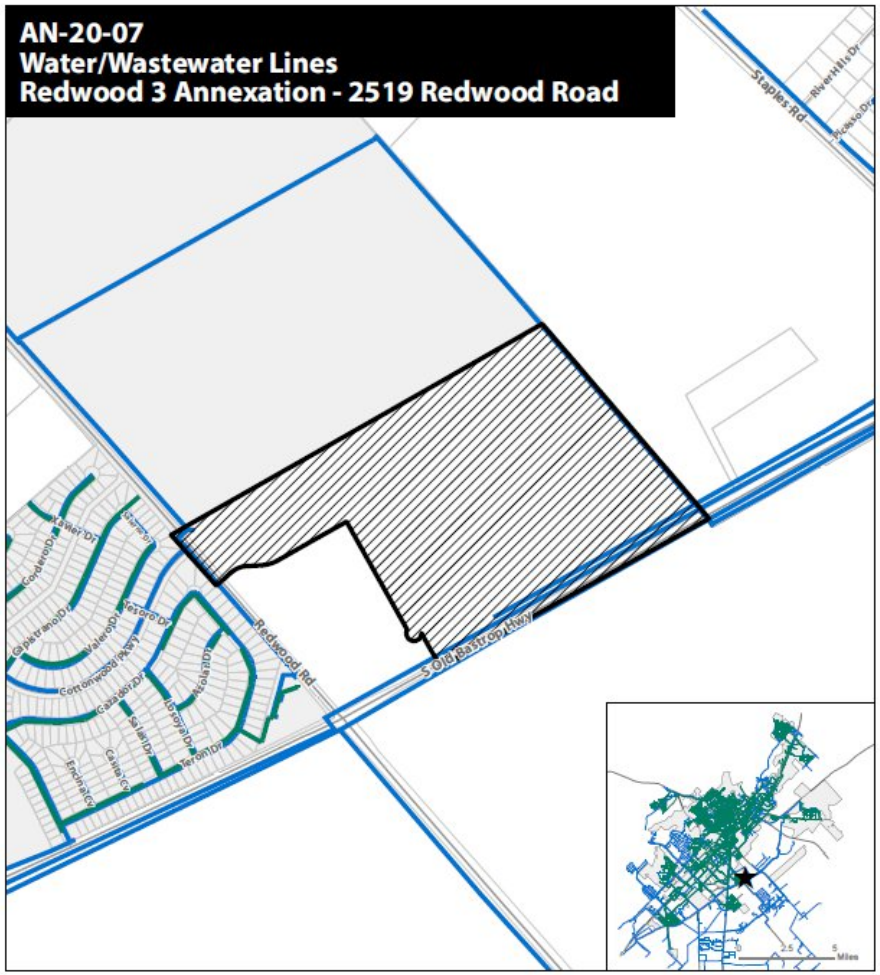
N 0 700 1,400 2,800 Feet

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.

Map Date: 5/22/2020

SAN MARCOS

AN-20-07
Water/Wastewater Lines
Redwood 3 Annexation - 2519 Redwood Road



Site Location
Subject Property
Parcels
City Limit
Sanitary Main
Water Main

N

0 425 850 1,700 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.

Map Date: 5/22/2020

Annexation & Zoning Schedules:

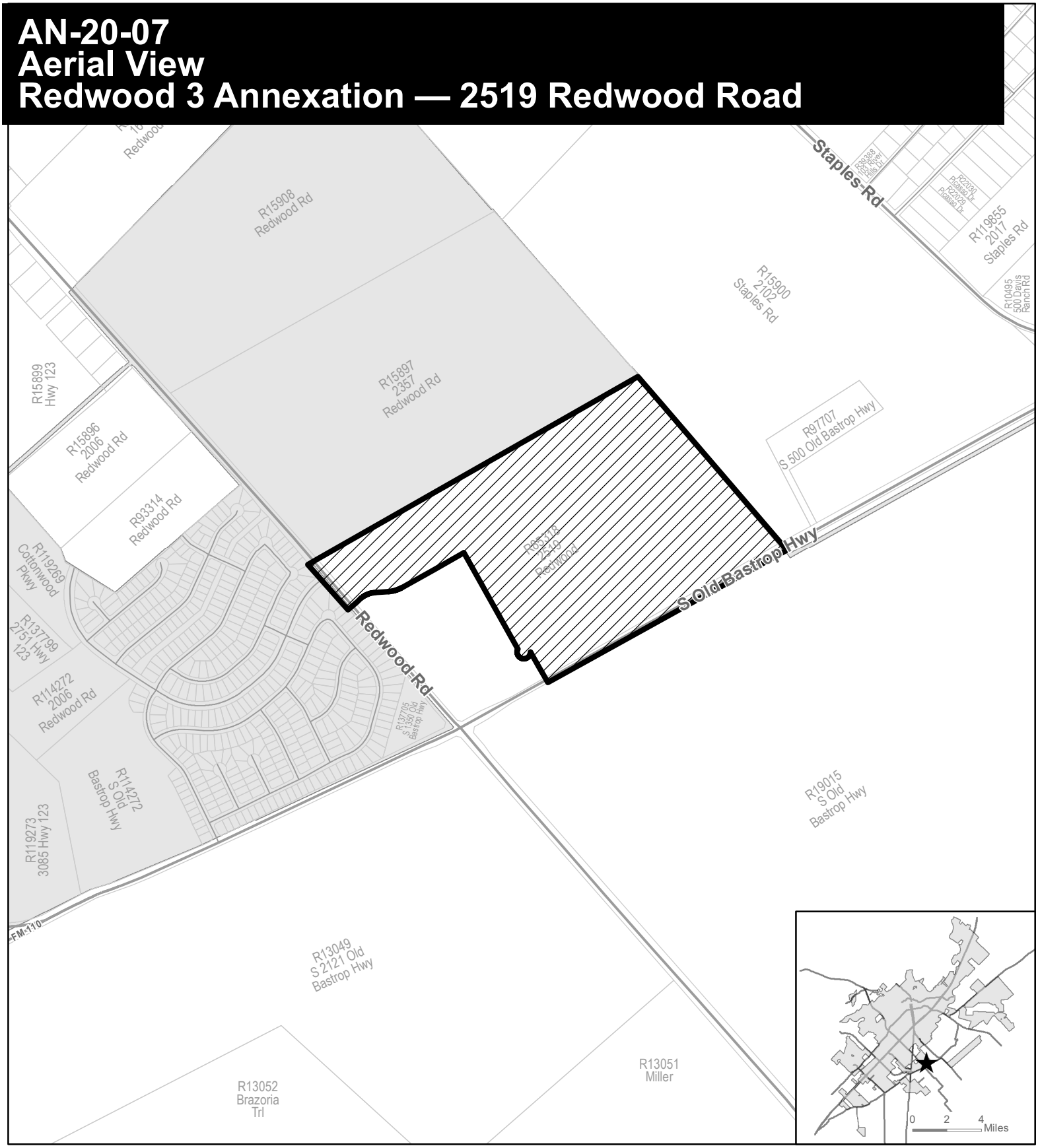
Annexation Schedule

- **City Council Resolution (Approval of Service Agreement and set a public hearing date):** June 16, 2020
- **City Council Ordinance 1st Reading (Public Hearing):** August 4, 2020 (Today)
- **City Council Ordinance 2nd Reading:** August 18, 2020

Zoning Schedule

- **Planning and Zoning Commission (Public Hearing):** June 23, 2020
- **City Council Ordinance 1st Reading (Public Hearing):** August 4, 2020 (Today)
- **City Council Ordinance 2nd Reading:** August 18, 2020

AN-20-07
Aerial View
Redwood 3 Annexation — 2519 Redwood Road



★ **Site Location**

Subject Property

Parcel

City Limit

N

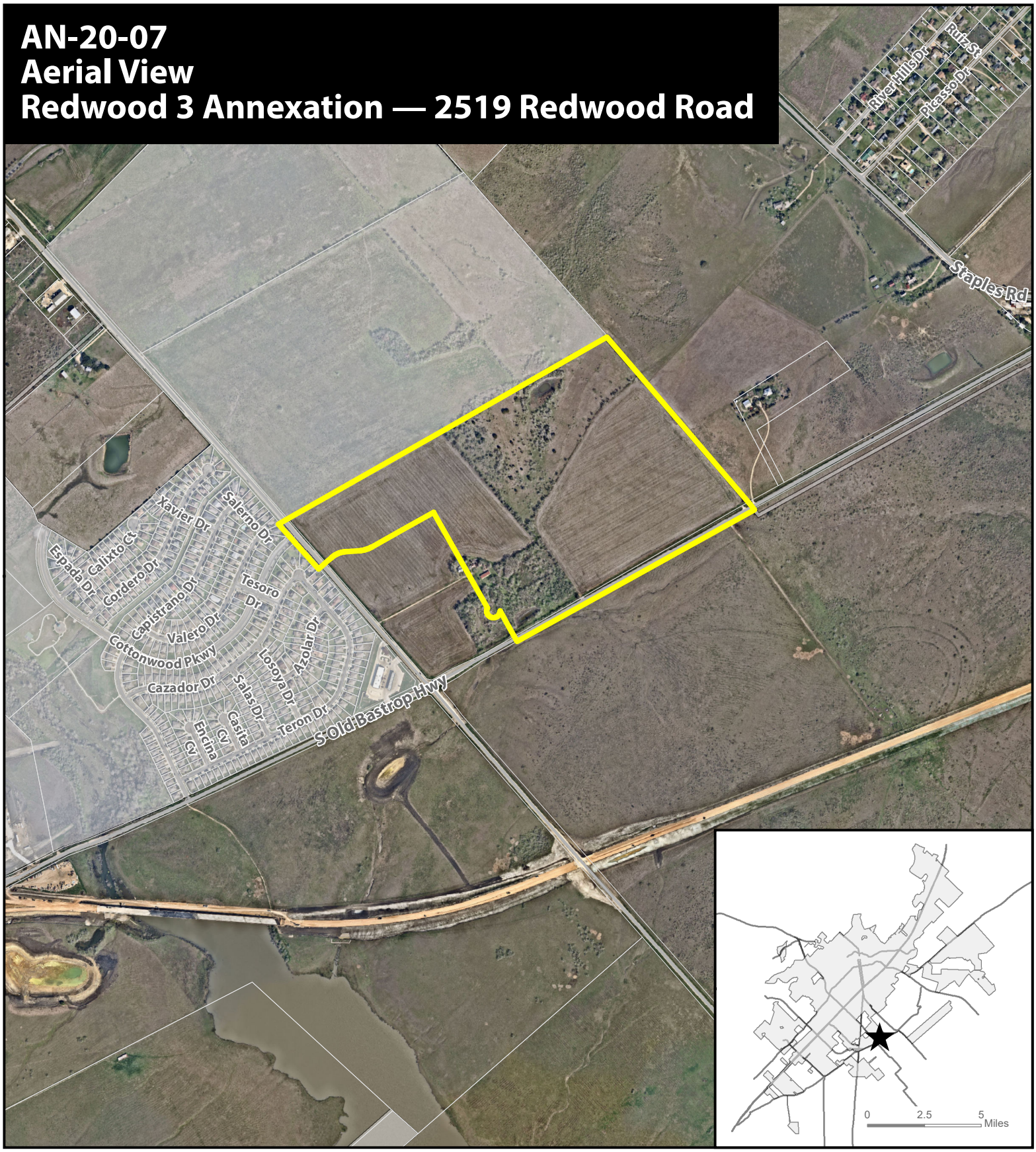
0 550 1,100 2,200 Feet

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.

Map Date: 5/22/2020

Document Path: Q:\Planning & Dev\Planning_Planning Long Range\Annexations\2020\AN-20-07 - Redwood 3\GIS\AN-20-07 Location Map.mxd

AN-20-07
Aerial View
Redwood 3 Annexation — 2519 Redwood Road



★ **Site Location**

Subject Property

Parcel

City Limit

N

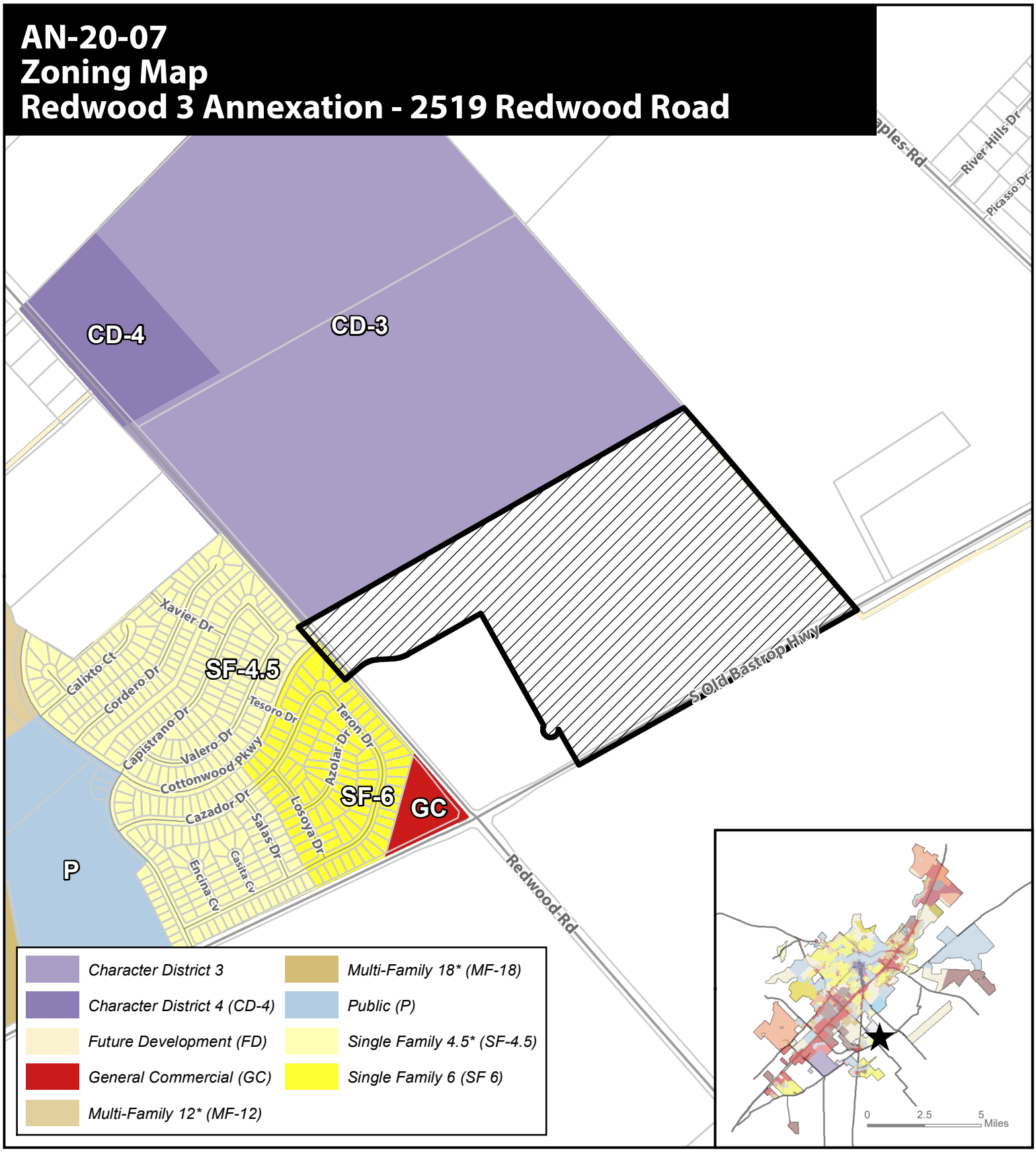
0 550 1,100 2,200 Feet

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Imagery from 2017.

Map Date: 5/22/2020

Document Path: Q:\Planning & Dev\Planning_Planning Long Range\Annexations\2020\AN-20-07 - Redwood 3\AN-20-07 Aerial Map.mxd

AN-20-07
Zoning Map
Redwood 3 Annexation - 2519 Redwood Road



Site Location

Subject Property

Parcels

City Limit

N

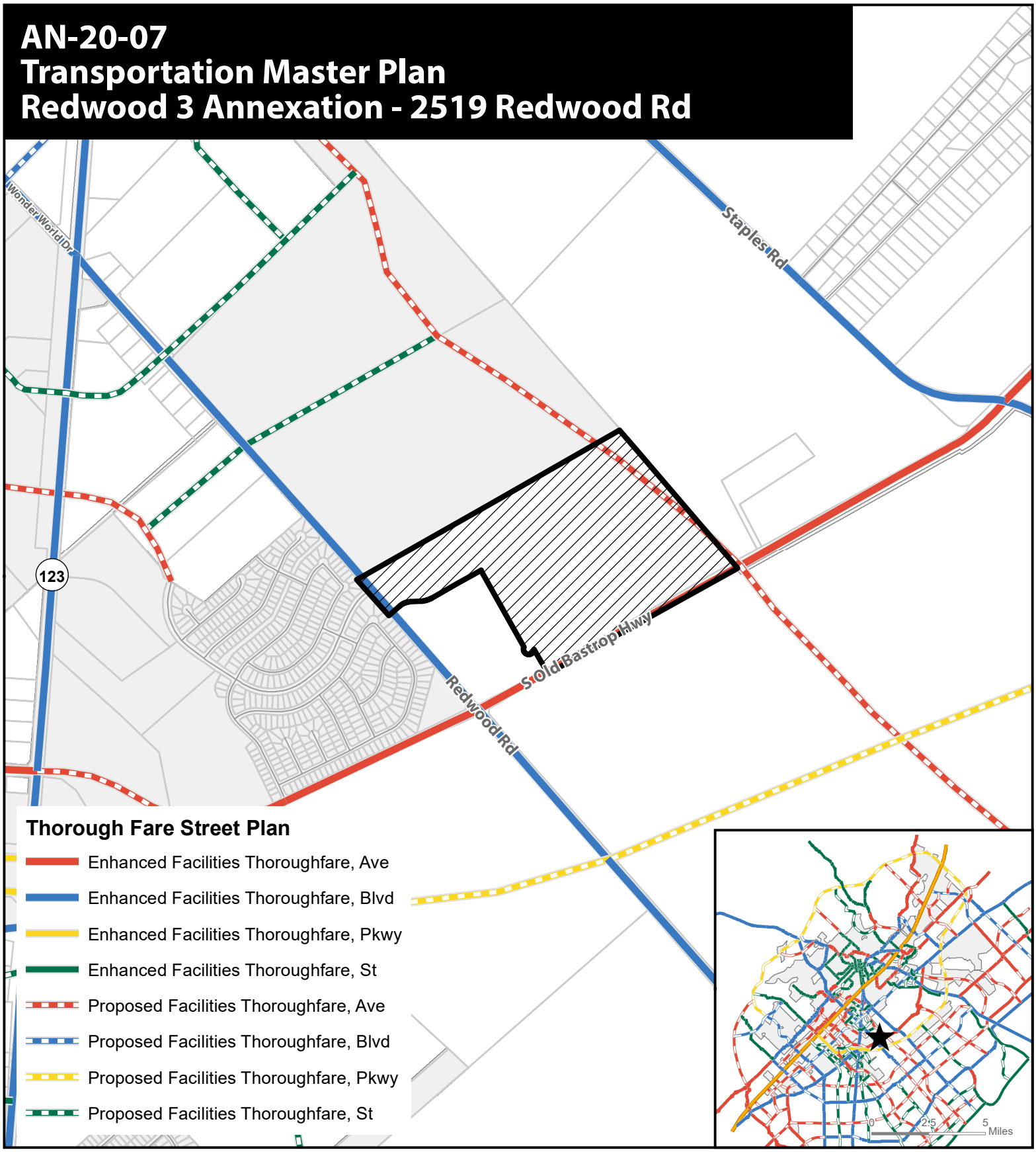
0 485 970 1,940 Feet

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.

Map Date: 5/22/2020

Document Path: Q:\Planning & Dev\Planning_Planning Long Range\Annexations\2020\AN-20-07 - Redwood 3\GIS\AN-20-07 Existing Zoning.mxd

AN-20-07
Transportation Master Plan
Redwood 3 Annexation - 2519 Redwood Rd



Site Location

Subject Property

Parcels

City Limit

N

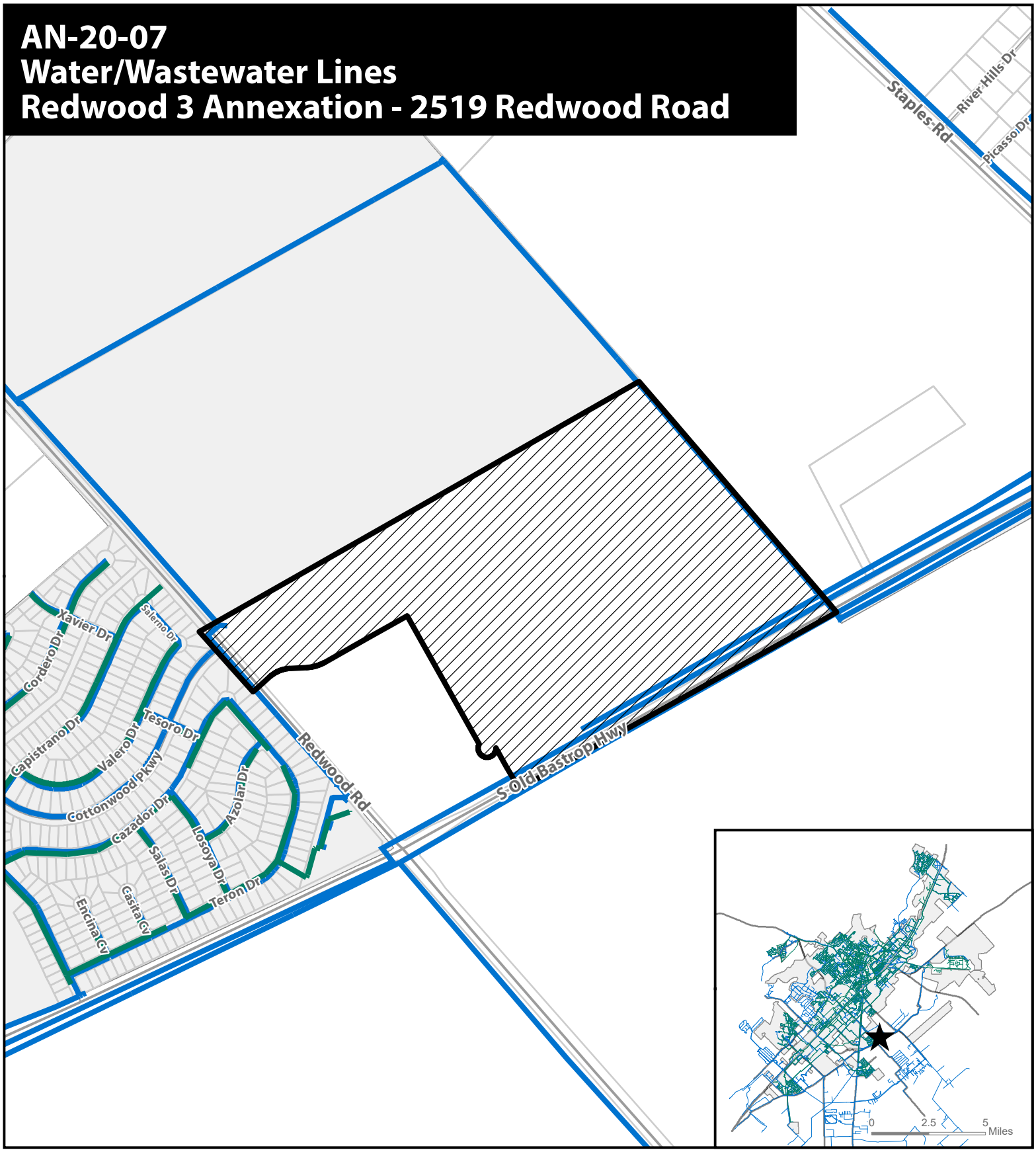
0 700 1,400 2,800 Feet

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.

Map Date: 5/22/2020

Document Path: Q:\Planning & Dev\Planning_Planning Long Range\Annexations\2020\AN-20-07 - Redwood 3\GIS\AN-20-07 TMP.mxd

AN-20-07
Water/Wastewater Lines
Redwood 3 Annexation - 2519 Redwood Road



Site Location

Subject Property

Parcels

City Limit

Sanitary Main

Water Main

N

0 425 850 1,700 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.

Map Date: 5/22/2020

Document Path: Q:\Planning & Dev\Planning_Planning Long Range\Annexations\2020\AN-20-07 - Redwood 3\GIS\AN-20-07 WaterWastewaterLines.mxd

Comparison Table – City Limits vs. Outside City Limits

Development Standard	City Limits	Outside City Limits
Allowable Uses	Uses are regulated based on the zoning of the property. (ex: an industrial use would not be allowed in a residential zoned property)	Uses cannot be regulated
Transportation Master Plan Roadways	Required	Required
Internal Streets	Based on block perimeter requirements. (5,000' block perimeter max for properties zoned HC)	Based on block perimeter requirements. (3,000' block perimeter max for properties in ETJ)
Zoning Development Standards	Required, including: • Property setbacks • Unit maximums • Landscaping • Screening • Tree mitigation • Parking • Lighting • Trash/recycling • Building height / articulation	Not required
Environmental	Required per Chapter 5 of the Development Code, including: • Stormwater / Detention • Water Quality • Floodplain	Required per Chapter 5 of the Development Code, including: • Stormwater / Detention • Water Quality • Floodplain

Application	City Limits	Outside City Limits
Subdivision Plat – formally divides and provides the layout of the property.	Required	Required
Public Improvement Construction Plan – the construction documents submitted to the city for public infrastructure including utilities and streets.	Required	Required
Watershed Protection Plan – the environmental reports and proposal for environmental engineering on the property.	Required	Required
Building Permit – the construction documents for the structures proposed on the property.	Required	Not required
Site Development Permit – construction of site related items	Required	Required

ANNEXATION APPLICATION

Updated: October, 2019

CONTACT INFORMATION

Applicant's Name	James Ingalls, P.E.	Property Owner	Jim Smith
Company	Moeller & Associates	Company	SmithCo Redwood LLC
Applicant's Mailing Address	2021 SH 46W, Ste. 105 New Braunfels, TX 78132	Owner's Mailing Address	1400 Post Oak Blvd Ste. 900 Houston, TX 77056
Applicant's Phone #	830-358-7127	Owner's Phone #	713-232-4141
Applicant's Email	jamesingalls@ma-tx.com	Owner's Email	jim@smithcodevelopment.com

PROPERTY INFORMATION

Is the property adjacent to city limits ☑ YES ☐ NO

Is the property less than ½ mile in width ☑ YES ☐ NO

Are there less than 3 qualified voters living on the property ☐ YES ☑ NO

Proposed Use: Single Family **Proposed Zoning:** SF-6

Reason for Annexation / Other Considerations: Proposed subdivision development

AUTHORIZATION

I certify that the information on this application is complete and accurate. I understand the fees and the process for this application. I understand my responsibility, as the applicant, to be present at meetings regarding this request.

Filing Fee $1,181 **Technology Fee $13** ***TOTAL COST $1,194***

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

APPLY ONLINE – WWW.MYGOVERNMENTONLINE.ORG/

PROPERTY OWNER AUTHORIZATION

I, Jim Smith (owner name) on behalf of SmithCo Redwood LLC (company, if applicable) acknowledge that I/we am/are the rightful owner of the property located at Redwood Rd, San Marcos TX 78666 (address).

I hereby authorize James Ingalls, P.E. (agent name) on behalf of Moeller & Associates (agent company) to file this application for Annexation (application type), and, if necessary, to work with the Responsible Official / Department on my behalf throughout the process.

Signature of Owner: _____ Date: 4/21/20

Printed Name, Title: Jim Smith / Manager

Signature of Agent: _____ Date: 4-27-20

Printed Name, Title: James Ingalls, P.E.

Form Updated October, 2019

CHECKLIST FOR ANNEXATION APPLICATION

The following items are requested for consideration of this application. These and additional items may be required at the request of the Department		Comments
☐ n/a	Pre-development meeting with staff is recommended • Please visit http://sanmarcostx.gov/1123/Pre-Development-Meetings to schedule	
✓	Completed Application for Annexation	
✓	Metes & Bounds description of the area to be annexed	
✓	CAD file in grid for GIS integration. Projection: NAD 1983 StatePlane Texas South Central FIPS 4204 Feet	
✓	Authorization to represent the property owner, if the applicant is not the owner	
✓	Written request to waive the timing requirements for processing annexation under Chapter 43 of the Texas Local Government Code, if the applicant wishes for concurrent consideration of a Zoning Change	
✓	Application Filing Fee $1,181 Technology Fee $13	

San Marcos Development Code Section 2.3.1.1(C): *"Every application accepted by the responsible official for filing shall be subject to a determination of completeness…the responsible official is not required to review an application unless it is complete…"*

AGREEMENT FOR THE PROVISION OF SERVICES
(Pursuant to Tex. Local Gov't Code §43.0672)

Date: June 16, 2020

Owner: Jim Smith, Smith Co Redwood LLC, 1400 Post Oak Blvd. Ste. 900, Houston, Texas 77056

City: City of San Marcos, Texas, a home rule municipal corporation, 630, East Hopkins Street, San Marcos, Texas 78666

Property: As described in Exhibit A.

---

1. The Owner has petitioned the City and the City has elected to annex the Property into the corporate limits of the City. Pursuant to Tex. Local Gov't Code §43.0672, the Owner and the City enter this agreement (the "Agreement") for the provision of services to the Property when annexed.

2. By this Agreement, the Owner affirms its consent to such annexation of the Property by the City and that Owner does not wish to enter into and has declined the offer from the City of a development agreement under Sections 43.016 and 212.172 of the Texas Local Government Code

3. In consideration of the mutual benefits to the Owner and the City arising from the annexation of the Property, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Owner and the City enter into this Agreement and agree that services to the Property will be provided as described in Exhibit B.

4. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas. Venue for any legal proceedings shall lie in state courts located in Hays County, Texas. Venue for any matters in federal court will be in the United States District Court for the Western District of Texas.

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

6. This Agreement shall be binding upon Owner, and Owner's heirs, successors and assigns, and all future owners of all or any portion of the Property.

7. This Agreement will become effective as of the date an ordinance annexing the Property is finally passed, approved and adopted by the City's city council (the Effective Date).

[SIGNATURES ON NEXT PAGE]

CITY:

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on _____, 20___, by _____, _____of the City of San Marcos, in such capacity, on behalf of said municipality.

_____
Notary Public, State of Texas

OWNER:
SMITH CO. REDWOOD LLC

By: _____

Name: JIM R. SMITH, JR.

Title: MANAGING PARTNER

ACKNOWLEDGMENT

STATE OF Texas §
§
COUNTY OF Harris §

This instrument was acknowledged before me on July 8, 2020 by JIM R. SMITH, JR., PARTNER of SMITHCO REDWOOD, LLC in such capacity on behalf of said entity.

WENDY SUSAN LEWIS
My Notary ID # 4137892
Expires March 30, 2023

Wendy Susan Lewis
Notary Public, State of Texas

EXHIBIT B

When the Property is annexed, services will be provided to the Property as follows:

1. Police Protection
Police services, including patrolling, response to calls and other routine services, will begin on the Effective Date of the annexation using existing personnel and equipment.

2. Fire Protection
Fire protection services, including emergency response calls, will begin on the Effective Date of the annexation using existing personnel and equipment and within the limitations of the available water supply.

3. Emergency Medical Services
The City of San Marcos contracts for emergency medical services through the San Marcos – Hays County EMS, which already provides service to the area being annexed.

4. Solid Waste Collection
Solid waste collection services, provided under contract with a private company, will be made available to all properties on the Effective Date of the annexation. Residents of the Property may elect to continue using the services of a private solid waste hauler for a period of two years after the Effective Date of the annexation. Businesses and institutions must make arrangements with private solid waste haulers.

5. Operation and Maintenance of Water and Wastewater Facilities

a. Water. The Property is located within an area over which the City of San Marcos holds a Certificate of Convenience and Necessity (CCN) for water service. The City will make water service available to the Property on the Effective Date of the annexation on the same basis as available to other owners of property in the City, i.e., the Owner is solely responsible for the cost to construct and extend all infrastructure, facilities, and lines necessary to serve the Property.

b. Wastewater. The Property is not covered by a CCN for wastewater service, however, the City of San Marcos has wastewater lines near the Property and agrees to make wastewater service available to the Property on the Effective Date of the annexation on the same basis as available to other owners of property in the City, i.e., the Owner is solely responsible for the cost to construct and extend all infrastructure, facilities, and lines necessary to serve the Property. In addition, the City is in the process of adding the Property as an area covered by the City's CCN for wastewater service.

6. Construction, Operation and Maintenance of Roads and Streets
As new development occurs within the Property, the Owner(s) of Property will be required to construct streets at the Owner's sole expense in accordance with applicable ordinances of the City.

7. Electric Service

The Property is located in the Bluebonnet Electric service area. Thus, the City will not provide electric service to the Property.

8. Operation and Maintenance of Parks, Playgrounds, and/or Swimming Pools

No parks, playgrounds, and/or swimming pools currently exist within the Property. The same standards and policies now established and in force within the city limits will be followed in maintaining and expanding recreational facilities to serve the Property. Upon annexation, the owners and residents of property located within the Property shall be entitled to the use of all municipal parks and recreational facilities, subject to the same restrictions, fees, and availability that pertains to the use of those facilities by other citizens of the city.

9. Operation and Maintenance of Other Public Facilities, Buildings, and Services

No other public facilities, buildings, or services currently exist within the Property. The same standards and policies now established and in force within the city limits will be followed in maintaining and expanding other public facilities, building, and services. Upon annexation, the owners and residents of property located within the Property shall be entitled to the use of all municipal facilities, buildings, and services, subject to the same restrictions, fees, and availability that pertains to the use of those facilities and services by other citizens of the city.

EXHIBIT A

D·A·MAWYER
LAND SURVEYING

METES AND BOUNDS DESCRIPTION
FOR A
83.291 ACRE TRACT OF LAND
"ZONING"

Being a 83.291 acre tract of land out of the Barnette O. Kane Survey, Abstract No. 281, in Hays County, Texas, being a portion of the remaining portion a called 99.56 acre tract of land, as conveyed to Smithco Redwood, LLC, and recorded in Document No. 19023899, of the Official Public Records of Hays County, Texas, and said 83.291 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a point in the Northeasterly Right-of-Way line of Redwood Road (a variable width R.O.W.), being in the Southeasterly line of a called 99.36 acre tract of land, as conveyed to Three Rivers Development, LLC, and recorded in Document No. 18042251, of the Official Public Records of Hays County, Texas, being the most Westerly corner of the remaining portion of said 99.56 acre tract of land and being a Westerly corner of this herein described tract of land;

THENCE departing the Northeasterly R.O.W. line of said Redwood Road, and with the common line between the remaining portion of said 99.56 acre tract of land and said 99.36 acre tract of land, N 60° 24' 29" E, a distance of 1,319.01 feet to a point for a Southeasterly corner of said 99.36 acre tract of land, and being a Northwesterly corner of the remaining portion of said 99.56 acre tract of land and this herein described tract of land;

THENCE continuing with the common line between said 99.36 acre tract of land and the remaining portion of said 99.56 acre tract of land, N 60° 18' 52" E, a distance of 1,395.93 feet to a point for the most Easterly corner of said 99.36 acre tract of land, being in the Southwesterly line of a called 125.0 acre tract of land, as conveyed to James S. Lane and Billye Jo Sherrill Lane, recorded in Volume 878, Page 325, of the Official Public Records of Hays County, Texas, and being the most Northerly corner of the remaining portion of said 99.56 acre tract of land and this herein described tract of land;

THENCE with the common line between said 125.0 acre tract of land and the remaining portion of said 99.56 acre tract of land, S 41° 06' 43" E, a distance of 270.93 feet to a point in the common line between said 125.0 acre tract of land and the remaining portion of said 99.56 acre tract of land, and being a Northeasterly corner of this herein described tract of land;

THENCE continuing with the common line between said 125.0 acre tract of land and the remaining portion of said 99.56 acre tract of land, S 40° 30' 11" E, a distance of 1,363.82 feet to a point in the Northwesterly R.O.W. line of Old Bastrop Highway (a variable width R.O.W.), being the most Southerly corner of said 125.0 acre tract of land, and being the most Easterly corner of the remaining portion of said 99.56 acre tract of land;

THENCE departing the Northwesterly R.O.W. line of said Old Bastrop Highway, and across and through said Old Bastrop Highway R.O.W., S 40° 30' 11" E, a distance of 55.01 feet to a point in the Southeasterly R.O.W. line of said Old Bastrop Highway, being in the Northwesterly line of a called 525.22 acre tract of land, as conveyed to Frost National Bank, Independent Executor and Trustee under the Will of Joseph Freeman, and recorded in Volume 359, Page 870, of the Official Public Records of Hays County, Texas, and being the most Easterly corner of this herein described tract of land;

THENCE with the Southeasterly R.O.W. line of said Old Bastrop Highway, and with the Northwesterly line of said 525.22 acre tract of land, S 60° 56' 17" W, a distance of 2,019.19 feet to a point in the Southeasterly R.O.W. line of said Old Bastrop Highway, being in the Northwesterly line of said 525.22 acre tract of land, and being the most Southerly corner of this herein described tract of land;

THENCE departing the Southeasterly R.O.W. line of said Old Bastrop Highway, same being the Northwesterly line of said 525.22 acre tract of land, and across and through said Old Bastrop Highway R.O.W., N 29° 47' 20" W, a distance of 50.73 feet to a point in the Northwesterly R.O.W. line of said Old Bastrop Highway, being in the Southeasterly line of the remaining portion of said 99.56 acre tract of land, and being a Southerly corner of this herein described tract of land;

THENCE departing the Northwesterly R.O.W. line of said Old Bastrop Highway, same being the Southeasterly line of the remaining portion of said 99.56 acre tract of land, and across and through the remaining portion of said 99.56 acre tract of land, the following courses:

N 29° 47' 20" W, a distance of 89.26 feet to a point for a Southerly corner;

N 29° 21' 38" W, a distance of 120.00 feet to a point for a Southerly corner, and being at the beginning of a curve to the right;

With said curve to the right, having an arc length of 181.89 feet, a radius of 50.00 feet, a delta angle of 208° 26' 05", a tangent length of 197.35, and a chord bearing and distance of N 76° 15' 42" W, 96.94 feet to a point for a Southerly corner;

N 29° 21' 38" W, a distance of 815.77 feet to a point for a Southwesterly interior corner;

S 60° 38' 22" W, a distance of 251.21 feet to a point for a Southwesterly corner;

S 60° 38' 22" W, a distance of 275.65 feet to a point for a Southwesterly corner, and being at the beginning of a curve to the right;

With said curve to the right, having an arc length of 103.78 feet, a radius of 227.00 feet, a delta angle of 26° 11' 40", a tangent length of 52.81 feet, and a chord bearing and distance of S 73° 44' 12" W, 102.88 feet to a point for a Westerly corner;

S 86° 52' 31" W, a distance of 97.35 feet to a point for a Westerly corner, and being at the beginning of a curve to the left;

With said curve to the left, having an arc length of 114.77 feet, a radius of 173.00 feet, a delta angle of 38° 00' 36", a tangent length of 59.59 feet, and a chord bearing and distance of S 67° 48' 58" W, 112.68 feet to a point for a Westerly corner;

THENCE continuing across and through the remaining portion of said 99.56 acre tract of land, S 48° 48' 40" W, a distance of 40.23 feet to a point in the Northeasterly R.O.W. line of aforementioned Redwood Road, being in the Southwesterly line of the remaining portion of said 99.56 acre tract of land, and being a Southwesterly corner of this herein described tract of land;

THENCE departing the Northeasterly R.O.W. line of said Redwood Road, same being the Southwesterly line of the remaining portion of said 99.56 acre tract of land, and across and through said Redwood Road R.O.W., S 48° 21' 23" W, a distance of 89.90 feet to a point in the Southwesterly R.O.W. line of said Redwood Road, being in the Northeasterly line of El Camino Real Subdivision, Phase 2, Section One, as recorded in Volume 10, Page 374, of the Map and Plat Records of Hays County, Texas, and being a Southwesterly corner of this herein described tract of land;

THENCE with the Northeasterly line of said El Camino Real Subdivision, and with the Southwesterly R.O.W. line of said Redwood Road, N 41° 38' 37" W, a distance of 448.33 feet to a point in the Southwesterly R.O.W. line of said Redwood Road, being in the Northeasterly line of said El Camino Real Subdivision, and being the most Westerly corner of this herein described tract of land;

THENCE departing the Southwesterly R.O.W. line if said Redwood Road, same being the Northeasterly line of said El Camino Real Subdivision, and across and through said Redwood Road R.O.W., N 60° 21' 42" E, a distance of 95.49 feet to the POINT OF BEGINNING, and containing 83.291 acres of land, more or less.

"This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

Bearings based on the Texas State Plane Coordinate System, South Central Zone (4204), North American Datum 1983.

Drew A. Mawyer
Registered Professional Land Surveyor No. 5348
TBPLS Firm Registration #10191500
5151 W SH 46, New Braunfels, Texas, 78132
MOE394- REDWOOD- 83.291 AC- 051420

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

OWNER'S CONSENT TO ANNEXATION OF LAND

Date: May 14, 2020

City: City of San Marcos, Texas, a home rule municipal corporation

Owner: Jim Smith, Smith Co Redwood LLC, 1400 Post Oak Blvd. Ste. 900, Houston, Texas 77056

Property: 83.291 acres out of the Barnette O. Kane Survey, Abstract No. 281, in Hays County

---

Owner petitioned the City to initiate proceedings to annex the Property. Owner acknowledges and agrees that, in connection with annexation of the Property:

1. Owner does not wish to enter into a development agreement with the City under Section 212.172 and has declined the offer by the City of such a development agreement.

2. Unless specifically authorized by a written agreement with Owner approved by the City Council under applicable ordinances, the City has no obligation to extend water, wastewater, or electric utility services, roads, or other infrastructure to the Property at the City's expense, and the City has made no offers, representations or promises that the City will, at the City's expense, extend water, wastewater, or electric utility services, roads, or other infrastructure to the Property. Such extensions to the Property shall be made available in the same manner and on the same basis as available to other areas of the City, whereby it shall be Owner's sole obligation, and at Owner's sole expense, to construct and install all infrastructure necessary to extend such services to the Property under applicable ordinances.

3. Owner waives any and all rights of Owner to assert any claim or demand, or to file suit against, and covenants not to sue, the City on the basis that the annexation of the Property by the City is invalid, void or voidable, in whole or in part.

4. This instrument is made, and shall be construed and interpreted under the laws of the State of Texas. Venue for any legal proceedings concerning this instrument shall lie in State courts having jurisdiction located in Hays County, Texas. Venue for any matters in federal court will be in the United States District Court for the Western District of Texas.

5. If any word, phrase, clause, sentence, or paragraph of this instrument is held to be unconstitutional or invalid by a court

of competent jurisdiction, the other provisions of this instrument will continue in force if they can be given effect without the invalid portion.

6. This instrument may be recorded in the Official Public Records of the County or Counties in which the Property is located and is binding on Owner's successors, heirs and assigns, and any future owners of the Property.

[SIGNATURE(S) ON NEXT PAGE]

OWNER:

By: _____

Name: Jim Smith, Smithco Redwood, LLC

Title: Manager

ACKNOWLEDGMENT

STATE OF Texas §
§
COUNTY OF Harris §

This instrument was acknowledged before me on May 14, 2020 by Jim Smith, Manager of Smithco Redwood, LLC in such capacity on behalf of said entity.

MICHAEL B. MASSEY
Notary Public, State of Texas
Comm. Expires 03-07-2024
Notary ID 2122553

_____
Notary Public, State of Texas

DECLINATION OF OFFER OF DEVELOPMENT AGREEMENT

The attached Development Agreement was offered by the City of San Marcos to the owner of the property subject to the following application/petition (check one):

____ Out of City Utility Connection of Extension Application

__X__ Petition for Annexation (without OCU Request)

By signing below, the owner of the subject property declines the offer to enter into such Development Agreement.

OWNER (Entity):

By: _____

Name: Jim Smith/Smithco Redwood LLC

Title: Manager

Date: 5/14/20

Case No. AN-20-07

DEVELOPMENT AGREEMENT PURSUANT TO
CHAPTERS 43 AND 212 OF THE TEXAS LOCAL GOVERNMENT CODE

This Development Agreement (the "Agreement") is entered into pursuant to Section 43.016 and 212.172 of the Texas Local Government Code ("LGC") by and between the City of San Marcos, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in _____ County, Texas which is more particularly and separately described in the attached Exhibit "A" which is made a part of this Agreement and incorporated herein; and

WHEREAS, the City desires to annex the Property; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction ("ETJ"), in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.016 and 212.172, LGC, in order to address the desires of the Owner and the procedures of the City; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

SECTION 1. The City guarantees the continuation of the ETJ status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to the provisions of Chapter 43, LGC.

SECTION 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23, Texas Tax Code, except for existing single-family residential use of the Property without the prior written consent of the City.

The Owner covenants and agrees that it will not file for a concept plat, subdivision plat, or related development document for the Property with _____ County or the City until the Property has been annexed into, and zoned, or another development agreement has been entered into, by the City. This provision does not include permits for improvements, repairs, or utility connections to structures existing on the execution date of this Agreement.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the

SAMPLE

Property has been annexed into, and zoned, or another development agreement has been entered into, by the City; however, the Owner may construct an accessory structure or addition to an existing structure that is consistent with the use of the Property for agriculture, wildlife management, and/or timber land or as an existing single-family residence provided that same is done in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severally, to indemnify, hold harmless and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

SECTION 3. The Owner acknowledges that if any concept plat, subdivision plat, or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council of the City. The Owner agrees that such annexation will be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

Furthermore, Owner hereby waives any and all vested rights and claims that it may have under Section 43.002(a)(2) and Chapter 245, LGC, that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

SECTION 4. The City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251, LGC, to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

SECTION 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a notary public. The parties to this Agreement may renew or extend the Term only by mutual written agreement, subject to any other agreed terms and conditions.

This Agreement is deemed to be a petition for voluntary annexation upon the expiration of the Term and the Property will be subject to annexation at the discretion of the City Council of the City. Thus, without further consent or petition by the Owner, the City may initiate the process for voluntary annexation of the Property: a) before the end of the Term, to be effective after the last day of the Term; or b) at any time after the end of the Term. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245, LGC, that would otherwise exist by virtue of any plat or construction that any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

SAMPLE

SECTION 6. Property annexed pursuant to this Agreement will be zoned in accordance with the City's Code of Ordinances and applicable law.

SECTION 7. Owner recognizes that for purposes of Section 43.003(2), LGC, or another law, including the City's Charter or an ordinance of the City, the Property that is the subject of this Agreement is, for the purposes relating to the City's authority to annex an area adjacent to the City, considered adjacent or contiguous to the City.

SECTION 8. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successors, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of San Marcos
Attn: City Manager
630 East Hopkins Street
San Marcos, Texas 78666

With a copy to:

City of San Marcos
Attn: Director of Planning
630 East Hopkins Street
San Marcos, Texas 78666

SECTION 9. This Agreement shall run with the Property and be recorded in the real property records of _____ County, Texas.

SECTION 10. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding voluntary annexation, then the remainder of this Agreement shall remain in full force and effect.

SECTION 11. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure by any Owner or the City to enforce any covenant shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 12. No subsequent change in the law shall affect the validity or enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

SECTION 13. This Agreement shall be construed in accordance with the laws of the state of Texas. Venue for any dispute or matter arising under this Agreement shall be in the state courts in _____ County, Texas, or if in federal court, the United States District Court for the Western District of Texas, Austin Division.

SAMPLE

SECTION 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4 and 5 herein.

SECTION 15. This Agreement shall be recorded in the Official Public Records of the County in which the Property is located, and is binding upon the Owner's heirs, successors and assigns and future owners of the Property.

SECTION 16. This Agreement may be separately executed in any number of individual counterparts, and such counterpart signatures, when assembled together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement shall become effective as of the date of the last properly authorized signature.

[SIGNATURES ON NEXT PAGE]

SAMPLE

CITY OF SAN MARCOS, TEXAS:

By: _____
_____, City Manger

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20__, by _____, City Manager of the City of San Marcos, in such capacity, on behalf of said municipality.

_____
Notary Public, State of Texas

SAMPLE

OWNER (Individual)**:**

_____

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__ by _____.

_____
Notary Public, State of _____

SAMPLE

OWNER (Entity)**:**

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__ by _____, _____ of _____ in such capacity on behalf of said entity.

_____
Notary Public, State of _____

SAMPLE

EXHIBIT A
[ATTACH PROPERTY DESCRIPTION]

SAMPLE

File #: Ord. 2020-51, **Version:** 1

AGENDA CAPTION:
Receive a Staff Presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-51, amending the Official Zoning Map of the City by rezoning approximately 80 acres of land located at 2519 Redwood Road, from “FD” Future Development District to “SF-6” Single Family-6 District; and including procedural provisions; and consider approval of Ordinance 2020-51 on the first of two readings.

Meeting date: August 4, 2020

Department: Planning and Development Services

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

Fiscal Note:

Prior Council Action: n/a

City Council Strategic Initiative:

N/A

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☒ Land Use - Direct Growth, Compatible with Surrounding Uses

☐ Neighborhoods & Housing - Choose an item.

☐ Parks, Public Spaces & Facilities - Choose an item.

☐ Transportation - Choose an item.

☐ Core Services

☐ Not Applicable

Master Plan:

Vision San Marcos - A River Runs Through Us

Background Information:

The subject property is currently located outside the City Limits in the San Marcos Extraterritorial Jurisdiction (ETJ). The property is currently vacant and is adjacent to rural/agricultural property as well as a portion of property that was recently zoned Character District-3 (CD-3) in 2019 as part of a proposed residential subdivision known as High Branch. The purpose of this zoning change is for the development of a residential neighborhood. This zoning request is being processed concurrently with an annexation request for the property.

The Development Code states that a request for Single Family-6 (SF-6) zoning in an Area of Stability - Low Intensity designation is “Not Preferred” and requires additional scrutiny as outlined in the staff report. Zoning districts that are to be “C” Considered in this area on the Comprehensive Plan are “Character Districts” such as Character District-3, which allows for various diverse residential building types in well planned areas where utilities and infrastructure are designed and constructed to support a walkable environment.

At this time, the applicant has stated that he intends to market the property for single family detached homes. The proposed zoning change to SF-6 is generally compatible with surrounding existing residential neighborhoods, such as El Camino Real, and would also be compatible with potential uses allowed in the adjacent High Branch Character District-3 zoning. While the applicant is not proposing a Character District, development on the subject property will be required to provide necessary multi-modal infrastructure which connects to the adjacent properties helping to establish a network leading to the Medical District Intensity Zone to the north.

Council Committee, Board/Commission Action:

Planning and Zoning Commission Meeting: June 23, 2020

Speakers in favor or opposed:

1. James Ingalls (in favor)
2. Jim Smith (in favor)

Recommendation from the Planning and Zoning Commission meeting:

A motion was made by Commissioner Moore, seconded by Commissioner McCarty, to deny ZC-20-13. The motion carried 5-4.

- **For:** (5) Commissioner Rand, Commissioner McCarty, Commissioner Haverland, Commissioner Moore, and Commissioner Agnew.
- **Against:** (4) Chairperson Gleason, Commissioner Kelsey, Commissioner Dillon, Commissioner Spell
- **Absent:** (0)

Alternatives:

n/a

Recommendation:

Due to the varying factors regarding existing land use configurations and the preferred or planned configuration of the surrounding area, staff is providing a **neutral** recommendation and leaves a decision of approval or denial up to the Planning and Zoning Commission and City Council.

The varying factors that contribute to this recommendation are that while SF-6 is compatible with the surrounding SF-6 zoning in El Camino Real as well as potential single-family detached uses allowed in the proposed High Branch neighborhood to the north (currently zoned Character District-3), SF-6 is “Not Preferred” for this area based on the comprehensive plan. When a zoning district is “Not Preferred”, additional scrutiny is required when considering the zoning request as outlined in the staff report.

powered by Legistar™

ORDINANCE NO. 2020-51

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY REZONING APPROXIMATELY 80 ACRES OF LAND LOCATED AT 2519 REDWOOD ROAD FROM "FD" FUTURE DEVELOPMENT DISTRICT TO "SF-6" SINGLE FAMILY DISTRICT; INCLUDING PROCEDURAL PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

1. On June 23, 2020, the Planning and Zoning Commission of the City of San Marcos held a public hearing regarding a request to change the zoning designation from "FD" Future Development District to "SF-6" Single Family District for approximately 79.926 acres of land located at 2519 Redwood Road.

2. The Planning and Zoning Commission voted to recommend that the request be denied by the City Council.

3. The City Council held a public hearing on August 4, 2020 regarding the request.

4. All requirements pertaining to Zoning Map amendments have been met.

5. The City Council hereby finds and determines that the adoption of the following ordinance is in the interest of the public health, morals, welfare and safety.

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

SECTION 1. The Official Zoning Map of the City is amended to rezone the tract of land described in Exhibit A, attached hereto and made a part hereof, from "FD" Future Development District to "SF-6" Single Family District.

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

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

SECTION 4. This ordinance will take effect after its passage, approval and adoption on second reading.

PASSED AND APPROVED on first reading on August 4, 2020.

PASSED, APPROVED AND ADOPTED on second reading on August 18, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

Approved:

Michael J. Cosentino
City Attorney

EXHIBIT A

D·A·MAWYER
LAND SURVEYING

METES AND BOUNDS DESCRIPTION
FOR A
79.926 ACRE TRACT OF LAND
"ZONING"

Being a 79.926 acre tract of land out of the Barnette O. Kane Survey, Abstract No. 281, in Hays County, Texas, being a portion of the remaining portion a called 99.56 acre tract of land, as conveyed to Smithco Redwood, LLC, and recorded in Document No. 19023899, of the Official Public Records of Hays County, Texas, and said 79.926 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a point in the Northeasterly Right-of-Way line of Redwood Road (a variable width R.O.W.), being in the Southeasterly line of a called 99.36 acre tract of land, as conveyed to Three Rivers Development, LLC, and recorded in Document No. 18042251, of the Official Public Records of Hays County, Texas, and being the most Westerly corner of the remaining portion of said 99.56 acre tract of land and this herein described tract of land;

THENCE departing the Northeasterly R.O.W. line of said Redwood Road, and with the common line between the remaining portion of said 99.56 acre tract of land and said 99.36 acre tract of land, N 60° 24' 29" E, a distance of 1,319.01 feet to a point for a Southeasterly corner of said 99.36 acre tract of land, and being a Northwesterly corner of the remaining portion of said 99.56 acre tract of land and this herein described tract of land;

THENCE continuing with the common line between said 99.36 acre tract of land and the remaining portion of said 99.56 acre tract of land, N 60° 18' 52" E, a distance of 1,395.93 feet to a point for the most Easterly corner of said 99.36 acre tract of land, being in the Southwesterly line of a called 125.0 acre tract of land, as conveyed to James S. Lane and Billye Jo Sherrill Lane, recorded in Volume 878, Page 325, of the Official Public Records of Hays County, Texas, and being the most Northerly corner of the remaining portion of said 99.56 acre tract of land and this herein described tract of land;

THENCE with the common line between said 125.0 acre tract of land and the remaining portion of said 99.56 acre tract of land, S 41° 06' 43" E, a distance of 270.93 feet to a point in the common line between said 125.0 acre tract of land and the remaining portion of said 99.56 acre tract of land, and being a Northeasterly corner of this herein described tract of land;

THENCE continuing with the common line between said 125.0 acre tract of land and the remaining portion of said 99.56 acre tract of land, S 40° 30' 11" E, a distance of 1,363.82 feet to a point in the Northwesterly R.O.W. line of Old Bastrop Highway (a variable width R.O.W.), being the most Southerly corner of said 125.0 acre tract of land, and being the most Easterly corner of the remaining portion of said 99.56 acre tract of land and this herein described tract of land;

THENCE with the Northwesterly R.O.W. line of said Old Bastrop Highway, and with the Southeasterly line of the remaining portion of said 99.56 acre tract of land, S 60° 53' 13" W, a distance of 1,447.46 feet to a point in the Northwesterly R.O.W. line of said Old Bastrop Highway, and being a Southeasterly corner of the remaining portion of said 99.56 acre tract of land and this herein described tract of land;

THENCE continuing with the Northwesterly R.O.W. line of said Old Bastrop Highway, and with the Southeasterly line of the remaining portion of said 99.56 acre tract of land, S 60° 44' 41" W, a distance of 561.47 feet to a point in the Northwesterly R.O.W. line of said Old Bastrop Highway, being in the Southeasterly line of the remaining portion of said 99.56 acre tract of land, and being the most Southerly corner of this herein described tract of land;

THENCE departing the Northwesterly R.O.W. line of said Old Bastrop Highway, same being the Southeasterly line of the remaining portion of said 99.56 acre tract of land, and across and through the remaining portion of said 99.56 acre tract of land, the following courses:

N 29° 47' 20" W, a distance of 89.26 feet to a point for a Southerly corner;

N 29° 21' 38" W, a distance of 120.00 feet to a point for a Southerly corner, and being at the beginning of a curve to the right;

With said curve to the right, having an arc length of 181.89 feet, a radius of 50.00 feet, a delta angle of 208° 26' 05", a tangent length of 197.35, and a chord bearing and distance of N 76° 15' 42" W, 96.94 feet to a point for a Southerly corner;

N 29° 21' 38" W, a distance of 815.77 feet to a point for a Southwesterly interior corner;

S 60° 38' 22" W, a distance of 251.21 feet to a point for a Southwesterly corner;

S 60° 38' 22" W, a distance of 275.65 feet to a point for a Southwesterly corner, and being at the beginning of a curve to the right;

With said curve to the right, having an arc length of 103.78 feet, a radius of 227.00 feet, a delta angle of 26° 11' 40", a tangent length of 52.81 feet, and a chord bearing and distance of S 73° 44' 12" W, 102.88 feet to a point for a Westerly corner;

S 86° 52' 31" W, a distance of 97.35 feet to a point for a Westerly corner, and being at the beginning of a curve to the left;

With said curve to the left, having an arc length of 114.77 feet, a radius of 173.00 feet, a delta angle of 38° 00' 36", a tangent length of 59.59 feet, and a chord bearing and distance of S 67° 48' 58" W, 112.68 feet to a point for a Westerly corner;

THENCE continuing across and through the remaining portion of said 99.56 acre tract of land, S 48° 48' 40" W, a distance of 40.23 feet to a point in the Northeasterly R.O.W. line of aforementioned Redwood Road, being in the Southwesterly line of the remaining portion of said 99.56 acre tract of land, and being a Southwesterly corner of this herein described tract of land;

THENCE with the Northeasterly R.O.W. line of said Redwood Road, and with the Southwesterly line of the remaining portion of said 99.56 acre tract of land, N 41° 10' 31" W, a distance of 428.48 feet to the POINT OF BEGINNING, and containing 79.926 acres of land, more or less.

"This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

Bearings based on the Texas State Plane Coordinate System, South Central Zone (4204), North American Datum 1983.

Drew A. Mawyer
Registered Professional Land Surveyor No. 5348
TBPLS Firm Registration #10191500
5151 W SH 46, New Braunfels, Texas, 78132
MOE394- REDWOOD- 79.926 AC- 042720 REV 5/16/20

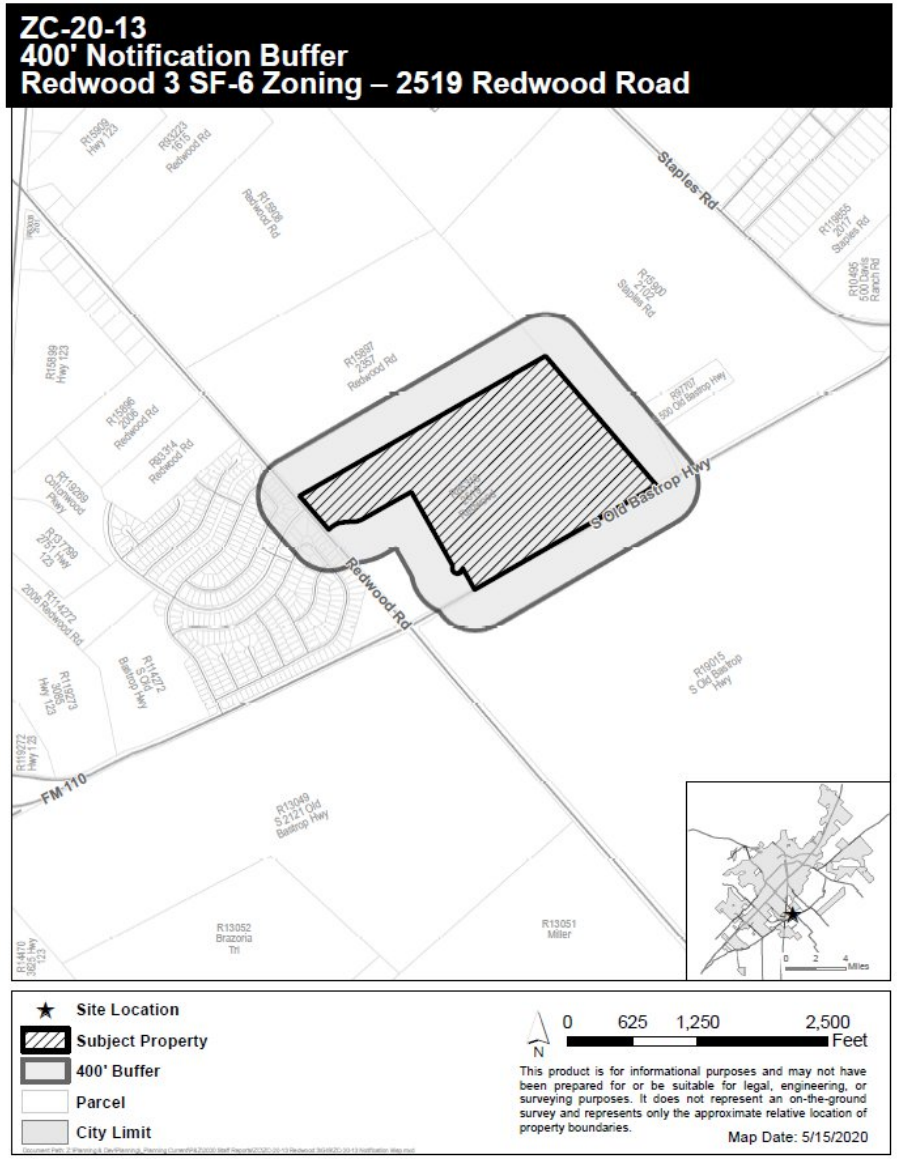
ZC-20-13 (Redwood 3)

Receive a Staff Presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-XX, amending the Official Zoning Map of the City by rezoning approximately 80 acres, more or less, out of the Barnette O. Kane Survey, Abstract No. 281, Hays County, Texas, generally located at 2519 Redwood Road, from “FD” Future Development District to “SF-6” Single Family-6 District; and including procedural provisions; and consider approval of Ordinance 2020-XX on the first of two readings.

SAN MARCOS

Location:

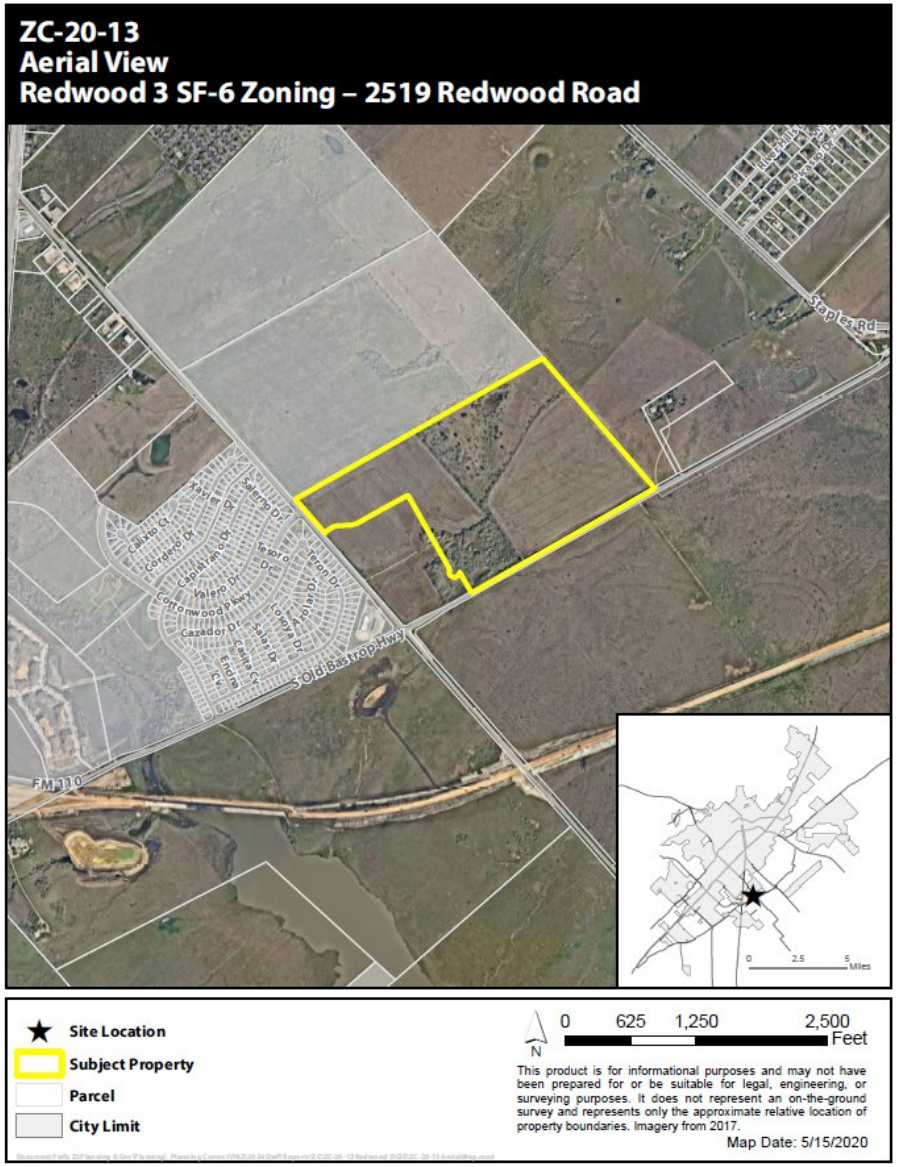
- Approximately 80 acres
- **Current Configuration:** Vacant / Agricultural land
- Surrounding uses include:
  - Single Family (El Camino Real neighborhood)
  - Agricultural / Rural (ETJ)
  - Gas Station
- Located outside the City Limits (Extraterritorial Jurisdiction)



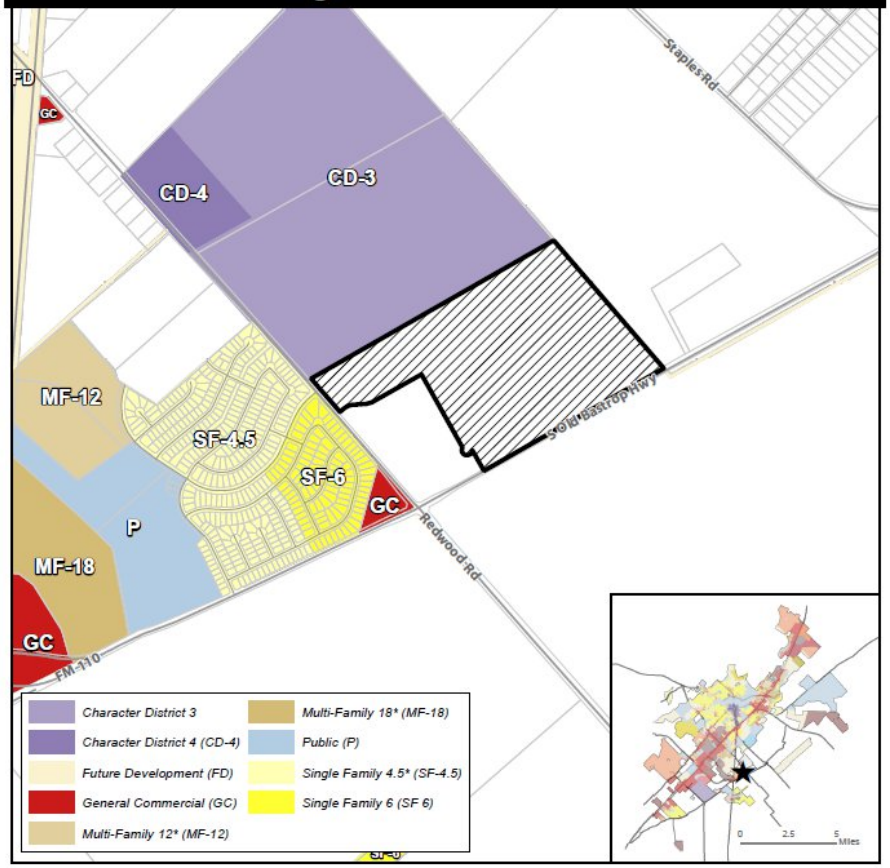
SAN MARCOS

Context & History

- **Existing Zoning:** Outside City Limits (ETJ)
- **Proposed Zoning:** Single Family-6 (SF-6)
- Proposed SF-6 zoning allows for primarily only single family residential uses with some limited and conditional uses (community garden, urban farm, etc.)
- Applicant is currently proposing a single family neighborhood.
- Annexation request is being processed concurrently for property located outside City Limits



ZC-20-13
Existing Zoning
Redwood 3 SF-6 Zoning – 2519 Redwood Road



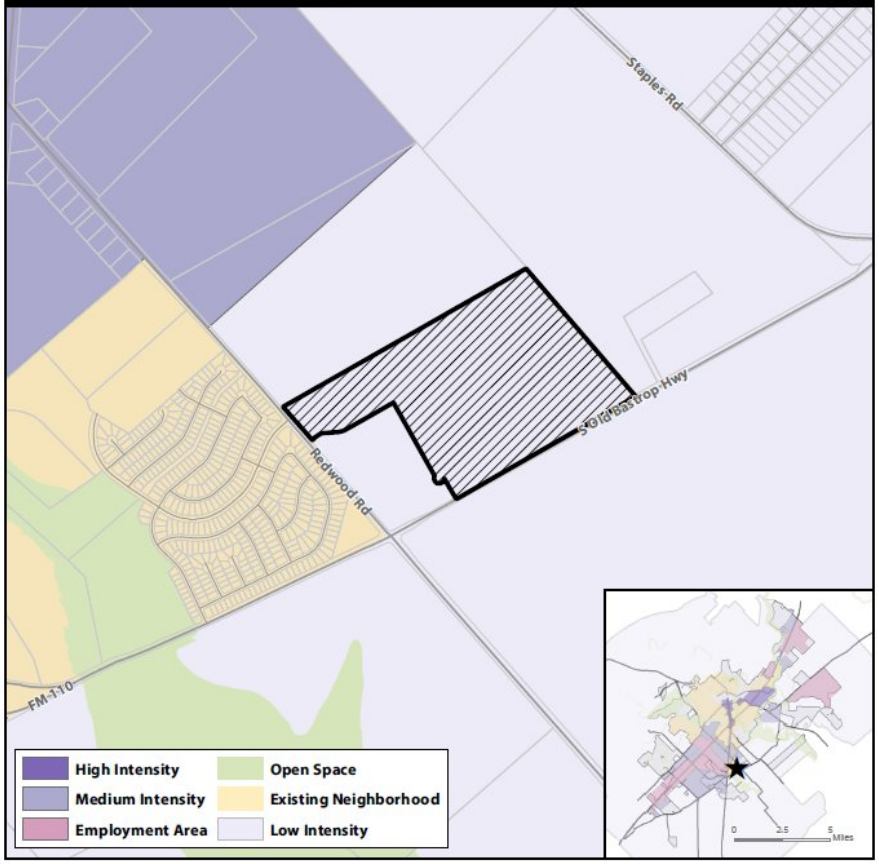
★ Site Location
Subject Property
Parcels
City Limit

N 0 625 1,250 2,500 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.

Map Date: 5/15/2020

ZC-20-13
Preferred Scenario
Redwood 3 SF-6 Zoning – 2519 Redwood Road

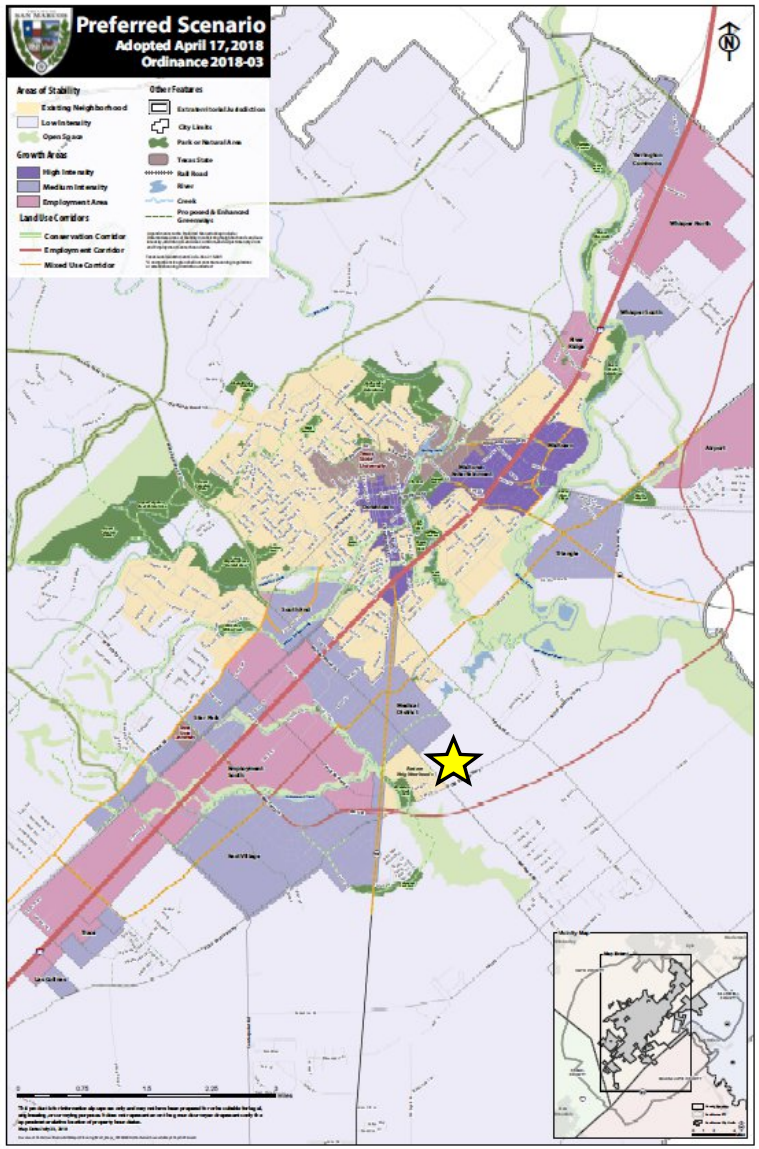


★ Site Location
Subject Property
Parcels
City Limit

N 0 625 1,250 2,500 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.

Map Date: 6/2/2020



Comprehensive Plan Analysis

Step 1: Where is the property located on the Comprehensive Plan?

Located in an Area of Stability – Low Intensity

"Being located in an area of stability does not mean that these areas should or will not change. It means that any changes, whether new developments, zoning requests, or public improvements, should be carefully planned and implemented so that the character of the area remains." (Comprehensive Plan, pg. 77)

Comprehensive Plan Analysis

Step 2: Is the request consistent with the Comprehensive Plan / District Translation Table?

Applicant is requesting a "Conventional Residential District" (Single Family-6 zoning) within an Area of Stability – Low Intensity.

TABLE 4.1 COMPREHENSIVE PLAN / DISTRICT TRANSLATION

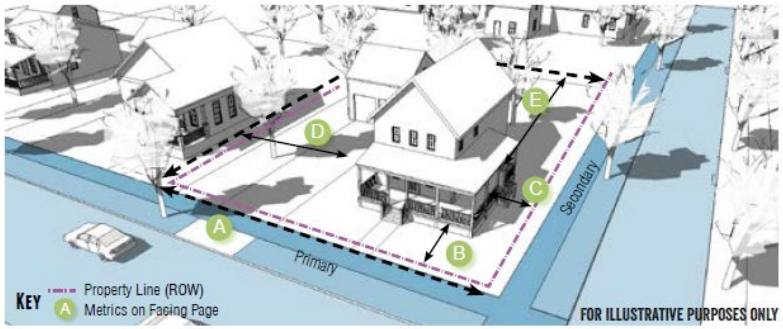
District Classification	Comprehensive Plan Designations					
	Open Space/ Agricultural	Low Intensity	Existing Neighborhood	Medium or High Intensity Zone	Employment Center	Corridor
Conventional Residential	NP	NP	C	--	--	--
Neighborhood Density Districts	NP	NP	See Section 4.1.2.4 - 4.1.2.5	NP	NP	C
Character Districts	NP	C	--	C	NP	C
Special Districts	--	NP	NP	NP	C	C
Legend	-- = Not Allowed (PSA Required)		NP=Not Preferred		C = Consider	

SF-6 Zoning Analysis:

- SF-6 is intended for single family detached residential homes and associated accessory structures.
- **Allowable Building Types:** *House, Cottage, Civic, Accessory Dwelling Unit*
- **Allowable Uses:** Community Garden, Accessory Structures, Home Occupation, Family Home Care, Short Term Rental, Single Family Detached, Community Home, Civic
- Surrounding area is comprised of single family rural / agricultural land as well as a single family neighborhood, El Camino Real.
- The property to the north was recently annexed and zoned to Character District-3 in 2019 and is proposed as a residential subdivision.

SF-6

SECTION 4.4.1.3 SINGLE FAMILY - 6



General Description

The SF-6 district is intended to accommodate single family detached houses with a minimum lot size of 6,000 square feet. Characterized by smaller landscaped areas with moderate setbacks and more frequent pedestrian use. Uses that would substantially interfere with the residential nature of the district are not allowed.

Density

Units Per Gross Acre	5.5 max.
Impervious Cover	50% max.
Occupancy Restrictions	Section 5.1.4.1

Transportation

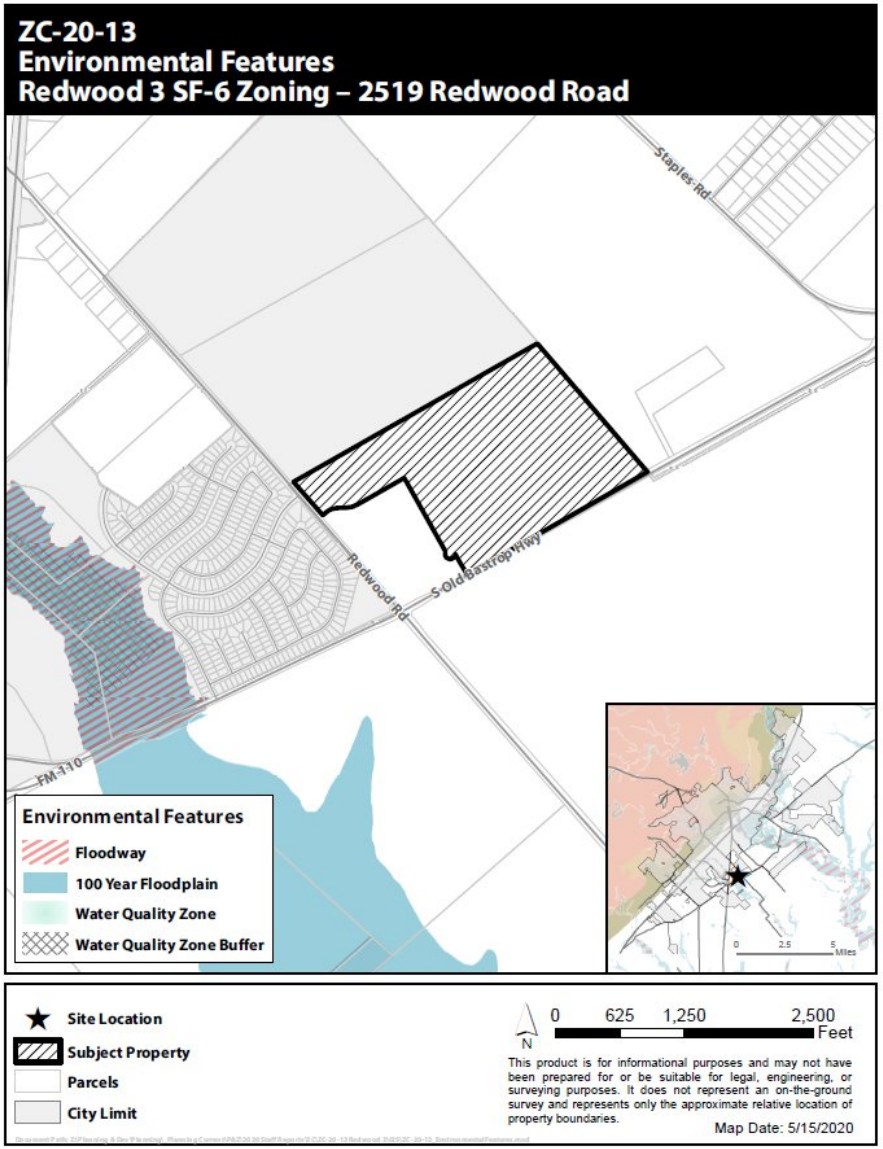
Block Perimeter	3,000 ft. max	Section 3.6.2.1
Streetscape Type	Residential	Section 3.8.1.10
Sidewalks are not required for lots greater than 1 acre		

Building Types Allowed

Accessory Dwelling	Section 4.4.6.1
House	Section 4.4.6.2
Cottage	Section 4.4.6.3
Civic	Section 4.4.6.15

Environmental Analysis

- Located in a low to moderately constrained area on the Land Use Suitability map
- Not located in floodplain
- Watershed Protection Plan Phase 2
  - Detention
  - Drainage
  - Environmental Reports
- “Land Use Suitability, preservation of agricultural lands, and floodplain management are the key factors to be considered when analyzing future development requests in Low Intensity Areas.” (Comprehensive Plan)



SAN MARCOS

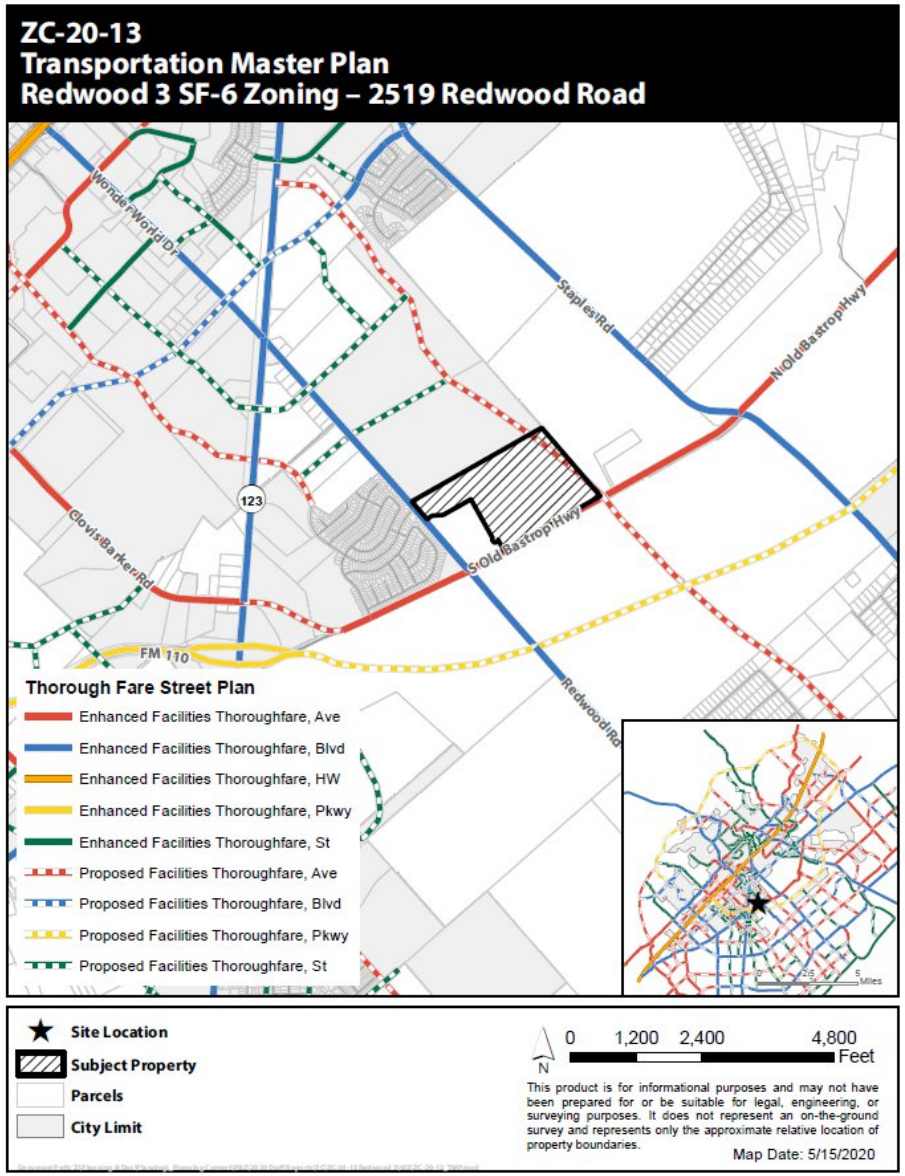
Additional Requirements

- **Street Requirements**
  - Transportation Master Plan
  - Block perimeter requirements (3,000 feet)
  - Bike facility requirements
  - Greenway requirement
  - Sidewalk connections
  - Traffic Impact Analysis (TIA)

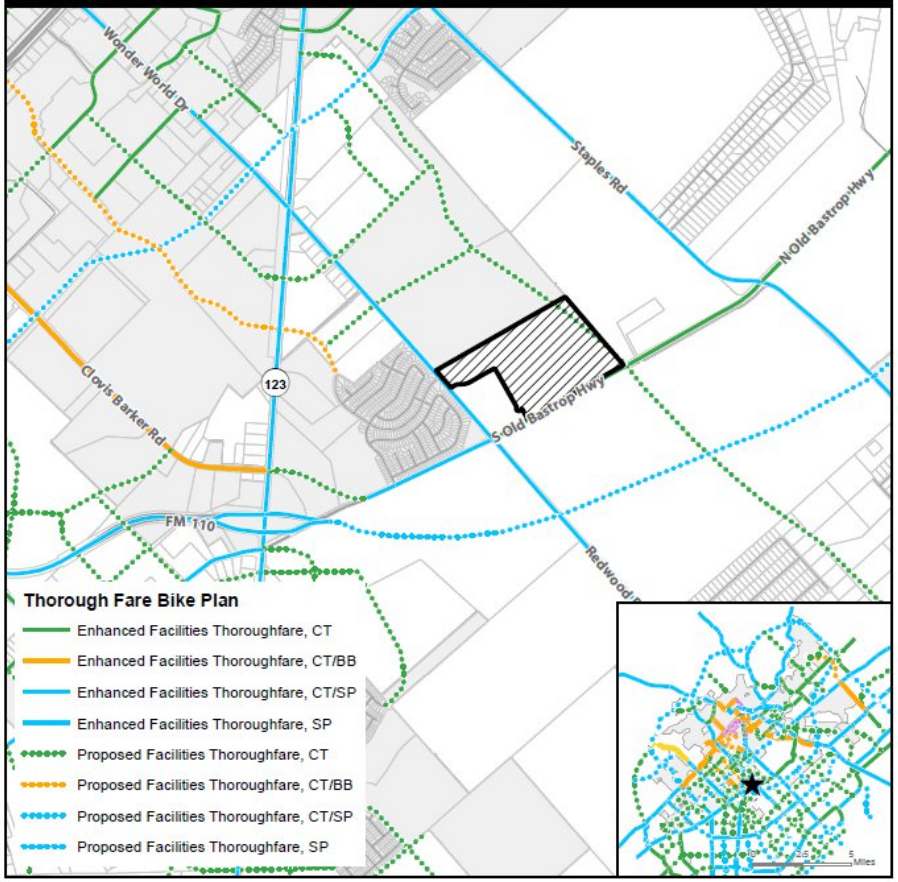
- **Subdivision Requirements**
  - Subdivision plat in accordance with lot and block standards

- **Utility Requirements**
  - Extension of water and wastewater facilities in accordance with City standards

- **Parkland Requirements**
  - Parkland Development and Parkland Dedication (based on number of units proposed)



ZC-20-13
Transportation Master Plan - Bicycle Facilities
Redwood 3 SF-6 Zoning – 2519 Redwood Road



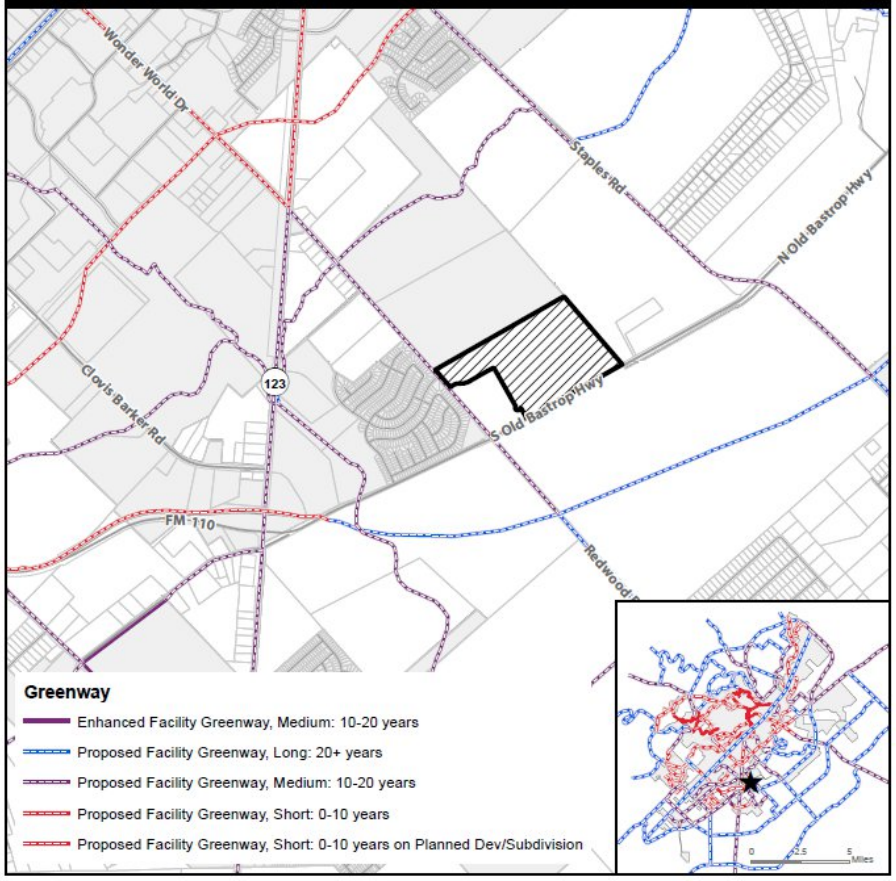
Site Location
Subject Property
Parcels
City Limit

N 0 1,200 2,400 4,800 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.

Map Date: 5/15/2020

ZC-20-13
Transportation Master Plan - Greenway Facilities
Redwood 3 SF-6 Zoning – 2519 Redwood Road



Site Location
Subject Property
Parcels
City Limit

N 0 1,200 2,400 4,800 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.

Map Date: 5/15/2020

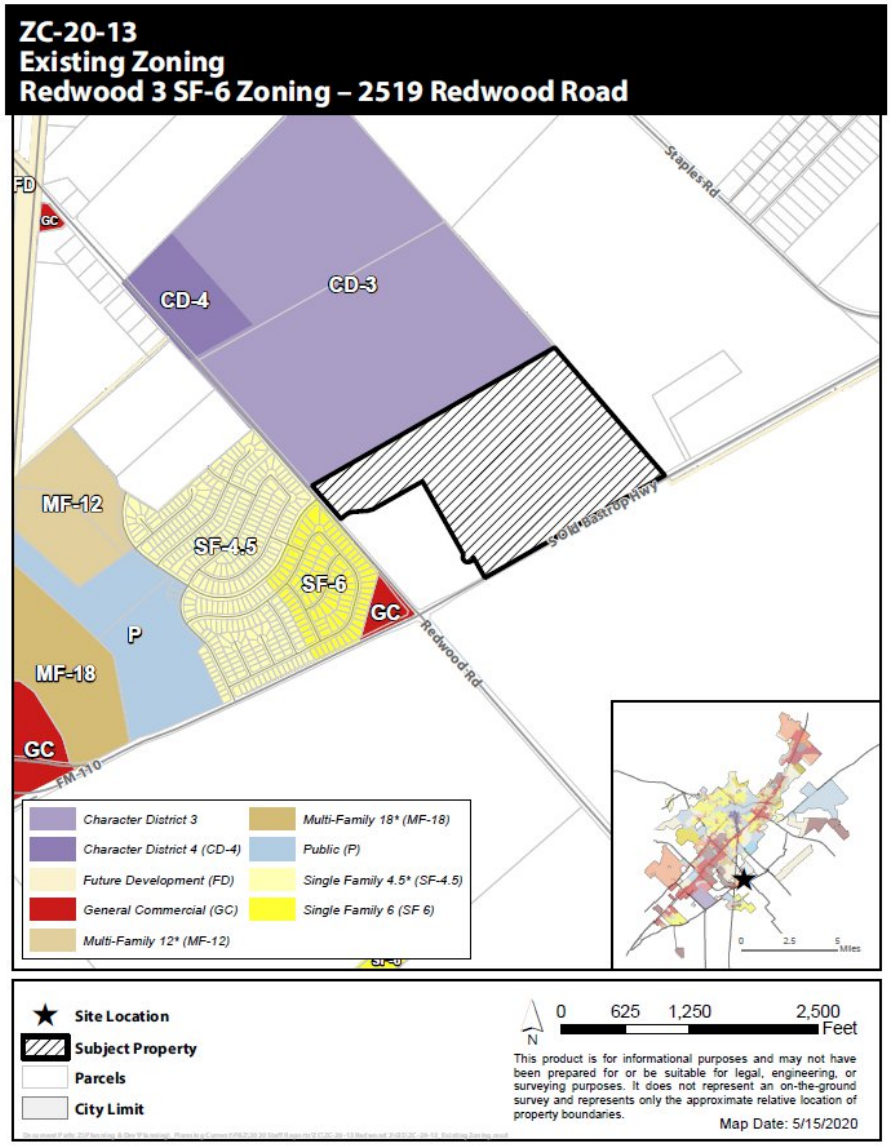
SAN MARCOS

Additional Analysis

- **Compatibility:** SF-6 is generally compatible with surrounding existing residential neighborhoods, such as El Camino Real, and with potential uses in the adjacent High Branch CD-3 zoning

- **Diversity of Residential Uses:** SF-6 does not promote a diversity of residential uses and is restricted to primarily single family detached uses, similar to the adjacent El Camino Real.

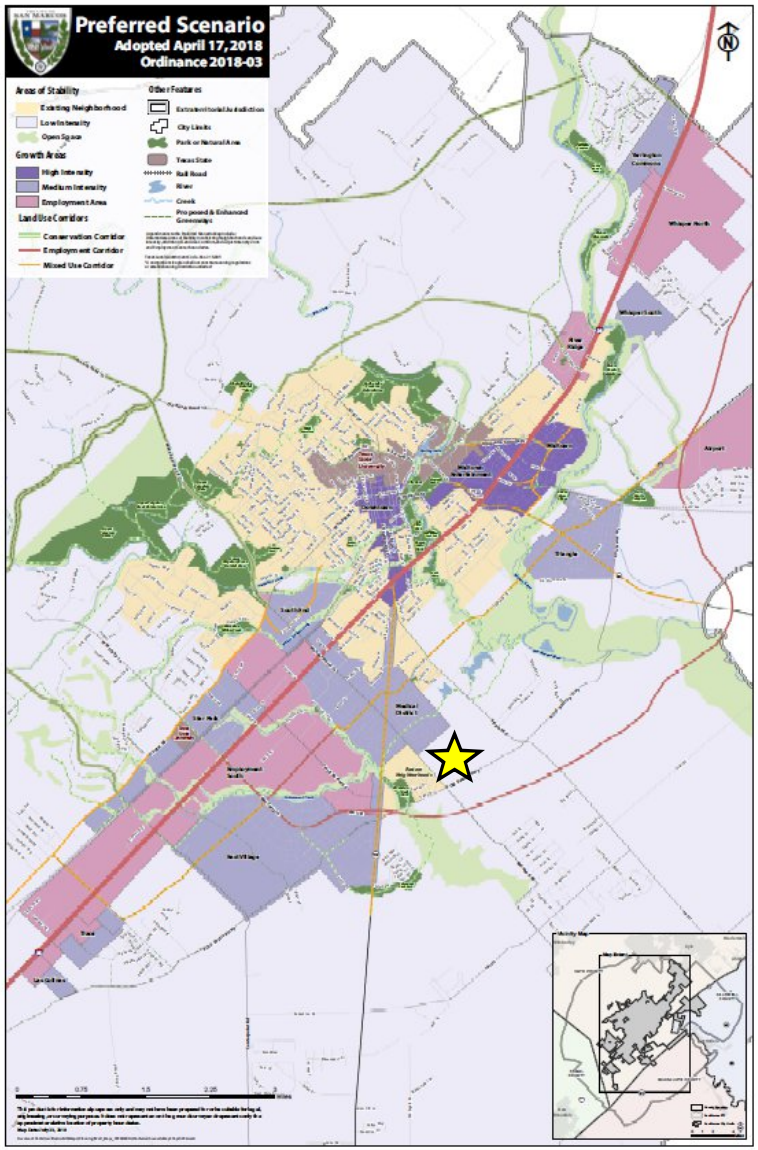
- **Major Intersection:** It is best practice to add higher density uses near the intersection of major roadways and transition lower density uses away from the intersection. SF-6 does not create a smooth transition as it is less dense than the adjacent CD-3 to the north.



SAN MARCOS

Additional Analysis

- **Preferred Scenario:** Single Family-6 is designated as “NP” Not Preferred within an “Area of Stability – Low Intensity” designation on the Preferred Scenario Map.
  - Alternatively, Single Family-6 is to be “C” Considered in an ‘Area of Stability – Existing Neighborhood” on the Preferred Scenario Map
  - Character Districts are to be “C” Considered in an “Area of Stability – Low Intensity” on the Preferred Scenario Map
- **Multi-modal:** The proposed development will be required to install necessary multi-modal infrastructure (sidewalks, blocks, stub streets, bike, and greenways). This is important as we consider the proximity to the Medical District Medium Intensity Zone. However, enhanced garage standards which promote a pedestrian-oriented streetscape do not apply in SF-6 zoning.
- **Land Use Suitability** – The subject property is low to moderately constrained and is not located in any floodplain. The development is situated from sensitive sites



SAN MARCOS

FD SF-6
6 23 2020
8/4/2020

Public Hearing Notice Case: ZC-20-13
Existing Zoning:
Requested Change:
FD SF-6
Planning & Zoning Public Hearing Date:
6 23 2020
City Council Public Hearing Date:
8/4/2020

SAN MARCOS

Commission Recommendation:

At the June 23, 2020 meeting, the Planning and Zoning Commission recommended **denial** of the zoning request with a 5-4 vote.

**Therefore, a motion to approve ZC-20-13 by the City Council will require a super majority vote.

Staff Recommendation:

Due to the varying factors regarding existing land use configurations and the preferred or planned configuration of the surrounding area, staff is providing a **neutral** recommendation and leaves a decision of approval or denial up to the City Council.

Zoning District Comparison Chart

Topic	*Existing Zoning:* **Future Development (FD)**	*Proposed Zoning:* **Single Family-6 (SF-6)**
Zoning Description	The Future Development (FD) District is intended to serve as a temporary zoning district for properties that shall develop in the future, but have been newly annexed and/or are not yet ready to be zoned for a particular Use. Characterized by primarily agricultural use with woodlands and wetlands and scattered buildings.	The SF-6 district is intended to accommodate single family detached houses with a minimum lot size of 6,000 square feet. Characterized by smaller landscaped areas with moderate setbacks and more frequent pedestrian use. Uses that would substantially interfere with the residential nature of the district are not allowed.
Uses	Primarily agricultural, residential, and public/institutional *(See Land Use Matrix)*	Primarily residential: Community Garden, Urban Farm, accessory structures, home occupation, single family detached uses *(See Land Use Matrix)*
Parking Location	No location or garage standards	No location or residential garage standards
Parking Standards	Depends on use	2 spaces per dwelling unit
Max Residential Units per acre	0.4 units per acre (max)	5.5 (max)
Occupancy Restrictions	N/A	Yes
Landscaping	Tree and shrub requirements based on use	Tree and shrub requirements
Building Height (max)	2 stories (40 feet)	2 stories (35' max)
Setbacks	50' minimum front; 20' min side; minimum rear setback is 20% of total lot depth	25' minimum front setback (primary street), 15' minimum front setback (secondary street), 5' side setback, 20' rear setback
Impervious Cover (max)	30%	50%
Lot Sizes	Allows a variety of lot sizes depending on Building Type.	6,000 sf minimum lot area; 50' minimum lot width
Streetscapes	Residential Street: 5' sidewalk for lots smaller than 1 acre, street trees every 40' on center average, 7' planting area between sidewalk and street required.	Residential Street: 5' sidewalk, street trees every 40' on center average, 7' planting area between sidewalk and street required.
Blocks	No Block Perimeter Required	3,000 ft. Block Perimeter max

Zoning Request	Redwood 3
ZC-20-13	2519 Redwood Road

Summary

Request:	Zoning change from "FD" Future Development to "SF-6" Single Family-6		
Applicant:	James Ingalls, P.E. Moeller and Associates 2021 SH 46, Ste. 105 New Braunfels, TX 78132	**Property Owner:**	Jim Smith Smith Co. Redwood LLC 1400 Post Oka Blvd Ste. 900 Houston, TX 77056

Notification

Application:	May 15, 2020	**Neighborhood Meeting:**	N/A
Published:	June 7, 2020	**# of Participants**	N/A
Posted:	June 5, 2020	**Personal:**	June 5, 2020
Response:	None as of Staff Report date		

Property Description

Legal Description:	+/- 79.926 acre tract out of the Barnette O. Kane Survey, Abstract No. 281, Hays County		
Location:	2519 Redwood Road		
Acreage:	79.926	**PDD/DA/Other:**	Pending Annexation
Existing Zoning:	"FD" Future Development	**Proposed Zoning:**	"SF-6" Single Family-6
Existing Use:	Vacant / Rural	**Proposed Use:**	Single Family
Preferred Scenario:	Area of Stability – Low Intensity	**Proposed Designation:**	Area of Stability – Low Intensity
CONA Neighborhood:	N/A	**Sector:**	N/A
Utility Capacity:	Developer is responsible for extending utilities.	**Floodplain:**	No
Historic District	N/A		

Surrounding Area

	Zoning	Existing Land Use	Preferred Scenario
North of Property:	Character District-3 "CD-3"	Rural / Vacant	Area of Stability – Low Intensity
South of Property:	ETJ (Outside City Limits)	Rural / Vacant	Area of Stability – Low Intensity
East of Property:	ETJ (Outside City Limits)	Rural / Vacant	Area of Stability – Low Intensity
West of Property:	ETJ (Outside City Limits) / Single Family-6 "SF-6" / Single Family 4.5 "SF-4.5"	Rural / Vacant and Single-Family	Area of Stability – Existing Neighborhood

Zoning Request	Redwood 3
ZC-20-13	2519 Redwood Road

Staff Recommendation

	Approval as Submitted	X	**Approval with Conditions / Alternate**		Denial

Due to the varying factors regarding existing land use configurations and the preferred or planned configuration of the surrounding area, staff is providing a **neutral** recommendation and leaves a decision of approval or denial up to the Planning and Zoning Commission and City Council.

The varying factors that contribute to this recommendation are that while SF-6 is compatible with the surrounding SF-6 zoning in El Camino Real as well as potential single-family detached uses allowed in the proposed High Branch neighborhood to the north (currently zoned Character District-3), SF-6 is "Not Preferred" for this area based on the comprehensive plan. When a zoning district is "Not Preferred", additional scrutiny is required when considering the zoning request as outlined in the staff report.

Staff: Andrea Villalobos, AICP, CNU-A	**Title:** Senior Planner	**Date:** June 15, 2020

Commission Recommendation

	Approval as Submitted		Approval with Conditions / Alternate	X	**Denial**

Planning and Zoning Commission Meeting: June 23, 2020

Speakers in favor or opposed:

1. James Ingalls (in favor)
2. Jim Smith (in favor)

Recommendation from the Planning and Zoning Commission meeting held June 23, 2020:
A motion was made by Commissioner Moore, seconded by Commissioner McCarty, to deny ZC-20-13. The motion carried 5-4.

- **For:** (5) Commissioner Rand, Commissioner McCarty, Commissioner Haverland, Commissioner Moore, and Commissioner Agnew.
- **Against:** (4) Chairperson Gleason, Commissioner Kelsey, Commissioner Dillon, Commissioner Spell
- **Absent:** (0)

Zoning Request	Redwood 3
ZC-20-13	2519 Redwood Road

History

The subject property is currently located outside the City Limits in the San Marcos Extraterritorial Jurisdiction (ETJ). The property is currently vacant and is adjacent to rural/agricultural property as well as a portion of property that was recently zoned Character District-3 (CD-3) in 2019 as part of a proposed residential subdivision known as High Branch. The purpose of this zoning change is for the development of a residential neighborhood.

The City of San Marcos will provide water and wastewater services at the site. The developer will be responsible for extending water and wastewater facilities through the site. Bluebonnet Electric Cooperative will provide electric service to this development. This zoning request is being processed concurrently with an annexation request for the property.

Additional Analysis

Upon annexation, the property will be zoned "FD", the default classification for newly annexed land. The annexation request will be considered prior to the zoning change by City Council.

The Development Code states that a request for Single Family-6 (SF-6) zoning in an Area of Stability – Low Intensity designation is "Not Preferred" and requires additional scrutiny as outlined in the staff report. However, the proposed zoning change to SF-6 is generally compatible with surrounding existing residential neighborhoods, such as El Camino Real, and would also be compatible with potential uses allowed in the adjacent High Branch Character District-3 zoning. However, "Conventional Residential Districts" such as SF-6 are Not Preferred in this location on the Comprehensive Plan and alternatively are to be Considered in an Area of Stability – Existing Neighborhood. Zoning districts that are to be "C" Considered in this area on the Comprehensive Plan are "Character Districts" such as Character District-3, which allows for various diverse residential building types in well planned areas where utilities and infrastructure are designed and constructed to support a walkable environment. While the applicant is not proposing a Character District, development on the subject property will be required to provide necessary multi-modal infrastructure which connects to the adjacent properties helping to establish a network leading to the Medical District Intensity Zone to the north. At this time, the applicant has stated that he intends to market the property for single family detached homes.

Additional details regarding this analysis is outlined in the staff report and the Comprehensive Plan Analysis checklist.

Comments from Other Departments

Police	No Comment
Fire	No Comment
Public Services	No Comment
Engineering	No Comment

Evaluation			Criteria for Approval (Sec.2.5.1.4)
Consistent	Inconsistent	Neutral	
	X		**Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan and preferred scenario map** ***Compatible with existing character*** *The subject property is located within an Area of Stability – Low Intensity designation. Vision San Marcos Comprehensive Plan states that "the preferred scenario anticipates that these areas will generally maintain their existing character. Being located in an area of stability does not mean that these areas should not or will not change. It means that any changes, whether new development, zoning requests, or public improvements, should be carefully planned and implemented so that the character of the area remains." The proposed zoning to SF-6 is generally compatible with the character of surrounding single family neighborhoods such as the El Camino Real subdivision and the allowable residential uses in the adjacent proposed High Branch subdivision recently zoned Character District-3 (see zoning map).* ***Diverse Housing Needs*** *The proposed SF-6 zoning district does not allow for a diversity of uses or building types and only allows for a House, Cottage, or Accessory Dwelling Unit residential building type. Alternatively, another residential zoning district within the Development Code, such as Character District-3, allows for a diversity of housing types, such as a House, Cottage, Cottage Court, Duplex, and Zero Lot Line House. Diversified housing options to serve citizens with varying needs and interests is one of the goals of the Comprehensive Plan (Neighborhoods and Housing, Goal 3).* ***Designated as Not Preferred*** *The Comprehensive Plan states that "Conventional Residential Districts", such as SF-6, are designated as "NP" Not Preferred on the Comprehensive Plan / District Translation Table within an Area of Stability – Low Intensity designation. Therefore, the request to SF-6 does not align with the Comprehensive Plan District Translation Table. The Development Code states that "conventional residential zoning districts, such as SF-6, are intended for low-density single family residential development in existing residential neighborhoods". In other words, SF-6 is designated as "C" Considered in parts of the City with an "Area of Stability – Existing Neighborhood" designation which*

Evaluation			Criteria for Approval (Sec.2.5.1.4)
Consistent	Inconsistent	Neutral	
			includes existing neighborhoods in San Marcos but does not include undeveloped or greenfield areas. ***Character Districts are to be Considered*** *Undeveloped, agricultural land in San Marcos is generally located in the periphery of San Marcos within the ETJ. When considering how these areas in the periphery of San Marcos develop, environmental sensitivity, multi-modal transportation, and density should be considered. The Comprehensive Plan / District Translation Table states that "Character Districts", such as the CD-3 zoning district, are designated as "C" Considered and that new communities should be considered in medium and low intensity designated areas on the Preferred Scenario map. Zoning districts, such as Character Districts allow for a diverse array of building types, land uses, and densities that provide additional housing opportunities and services for a neighborhood so that resident's needs are more accessible. Character Districts are intended to be walkable and require multi-modal transportation improvements through block standards, streetscape standards such as sidewalks and street trees, and garage standards which require that the front façade of the home be in front of the garage. While the applicant is not requesting a Character District, development on the property will still be required to install necessary infrastructure for all modes of transportation, including street networks, stub-streets to surrounding property, sidewalks, parkland, and a greenway along Redwood Road. This greenway will connect the subject property to the Medical District Intensity Zone to the north.* ***Land Use Suitability*** *Lastly, the Comprehensive Plan states that "Land Use Suitability, preservation of agricultural lands, and floodplain management are the key factors to be considered when analyzing future development requests in Low Intensity Areas." The subject property is not located in an environmentally sensitive area and is within a low to moderately constrained area on the Land Use Suitability Map.*
		N/A	**Whether the proposed zoning map amendment is consistent with any adopted small area plan or neighborhood character study for the area** *Studies were not complete at time of request.*

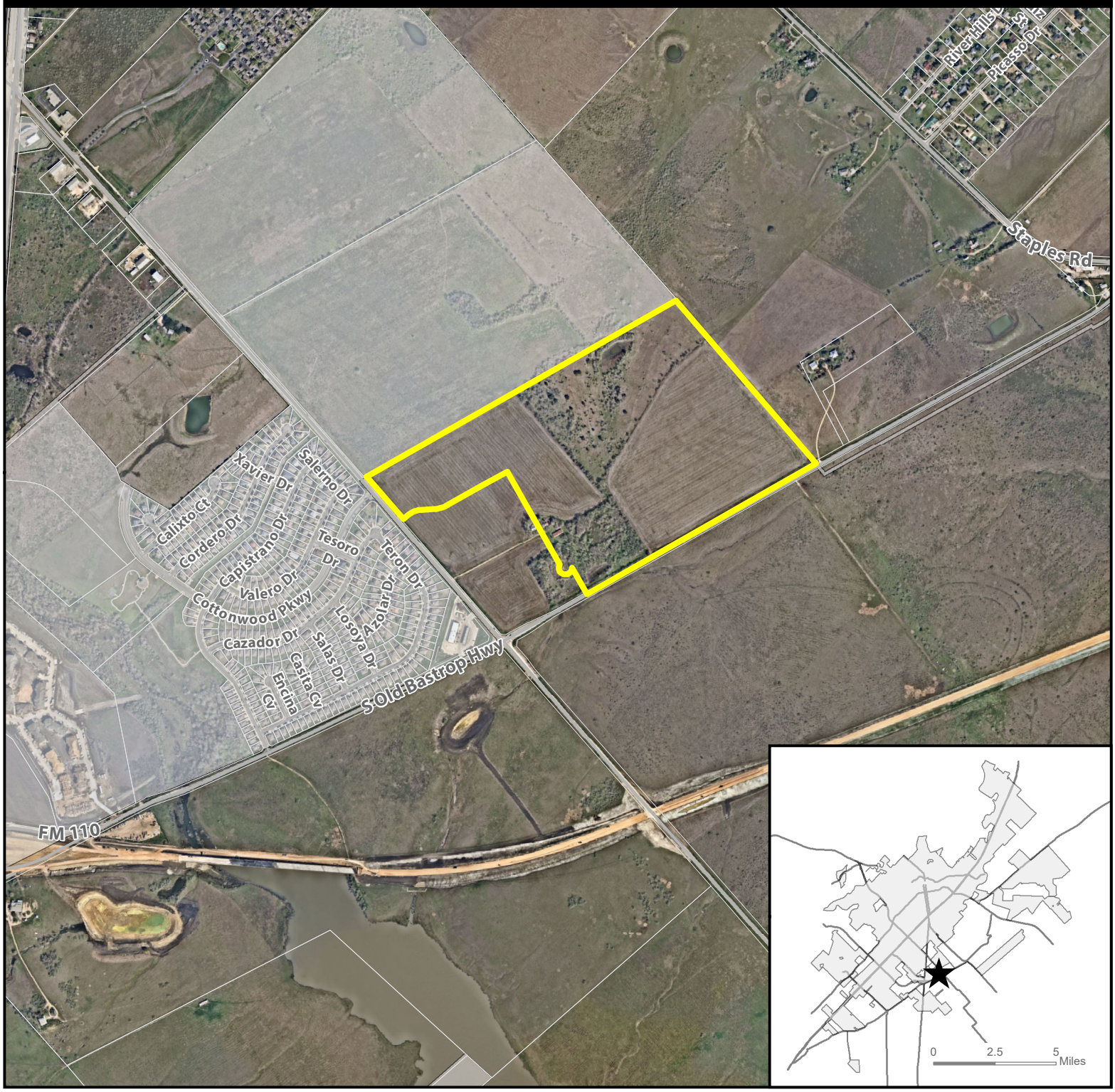
Zoning Request	Redwood 3
ZC-20-13	2519 Redwood Road

Evaluation			Criteria for Approval (Sec.2.5.1.4)
Consistent	Inconsistent	Neutral	
		N/A	**Whether the proposed zoning map amendment is consistent with any applicable development agreement in effect** *A development agreement is not required because the property is requesting annexation into the city limits.*
X			**Whether the uses permitted by the proposed change in zoning district classification and the standards applicable to such uses shall be appropriate in the immediate area of the land to be reclassified** *SF-6 zoning is restricted to primarily residential uses such as detached residential homes (see attached land use matrix comparison table). SF-6 zoning is "intended to accommodate single family detached houses with a minimum lot size of 6,000 square feet. Characterized by smaller landscaped areas with moderate setbacks and more request pedestrian use. Uses that would substantially interfere with the residential nature of the district are not allowed. The immediately surrounding area is rural (located outside the city limits), residential, or is planned for residential uses.* *It is best practice to include higher density uses at major intersections and transition lower density uses away from intersections. While SF-6 is not being requested at the immediate intersection of Redwood Road and Old Bastrop Hwy, SF-6 does not create a smooth transition of density from the intersection moving north. SF-6 allows for less density than the adjacent Character District-3, but SF-6 would be closer to a major intersection (See zoning map for visual)*
		X	**Whether the proposed zoning will reinforce the existing or planned character of the area** *The proposed zoning will reinforce the existing character of the developed area which includes single family detached residential homes. However, approval of this zoning change would allow the property to develop in a manner that is "NP" Not Preferred according to the District Translation Table.*
X			**Whether the site is appropriate for the development allowed in the proposed district** *The property is vacant and shown to be in a low to moderately constrained area on the Land Use Suitability Map. In addition, the subject property is near an existing residential subdivision, El Camino Real, and the proposed High Branch subdivision located adjacent to the property that is proposed for residential uses allowed within Character District-3 zoning.*

Zoning Request	Redwood 3
ZC-20-13	2519 Redwood Road

Evaluation			Criteria for Approval (Sec.2.5.1.4)
Consistent	Inconsistent	Neutral	
		N/A	**Whether there are substantial reasons why the property cannot be used according to the existing zoning** *The property is currently not zoned as it is located outside City Limits.*
		X	**Whether there is a need for the proposed use at the proposed location** *The proposed rezoning would allow primarily single family detached homes which is consistent with what is existing and proposed adjacent to the subject property. While to proposed SF-6 zoning does provide for new housing opportunities in San Marcos, it does not provide for diversified housing options.*
X			**Whether the City and other service providers will be able to provide sufficient public facilities and services including schools, roads, recreation facilities, wastewater treatment, water supply and stormwater facilities, public safety, and emergency services, while maintaining sufficient levels of service to existing development** *The property is located within the City's water service area and adjacent to the City's wastewater service area. A wastewater line will have to be extended to serve the property. Once the property is annexed, the City's wastewater service area boundary will be updated.*
X			**Whether the proposed rezoning will have a significant adverse impact on property in the vicinity of the subject property** *The immediately surrounding area is primarily residential. The proposed development is consistent with existing or proposed surrounding uses.*
		N/A	**For requests to a Neighborhood Density District, whether the proposed amendment complies with the compatibility of uses and density in Section 4.1.2.5** *This request is not for a Neighborhood Density District.*
X			**The impact the proposed amendment has with regard to the natural environment, including the quality and quantity of water and other natural resources, flooding, and wildlife management** *The property is located within a moderately constrained area according to the Land Use Suitability Map and there is no floodplain on the property. A Watershed Protection Plan is required prior to development.*
X			**Any other factors which shall substantially affect the public health, safety, morals, or general welfare** *None noted.*

ZC-20-13
Aerial View
Redwood 3 SF-6 Zoning – 2519 Redwood Road



★ **Site Location**

Subject Property

Parcel

City Limit

N

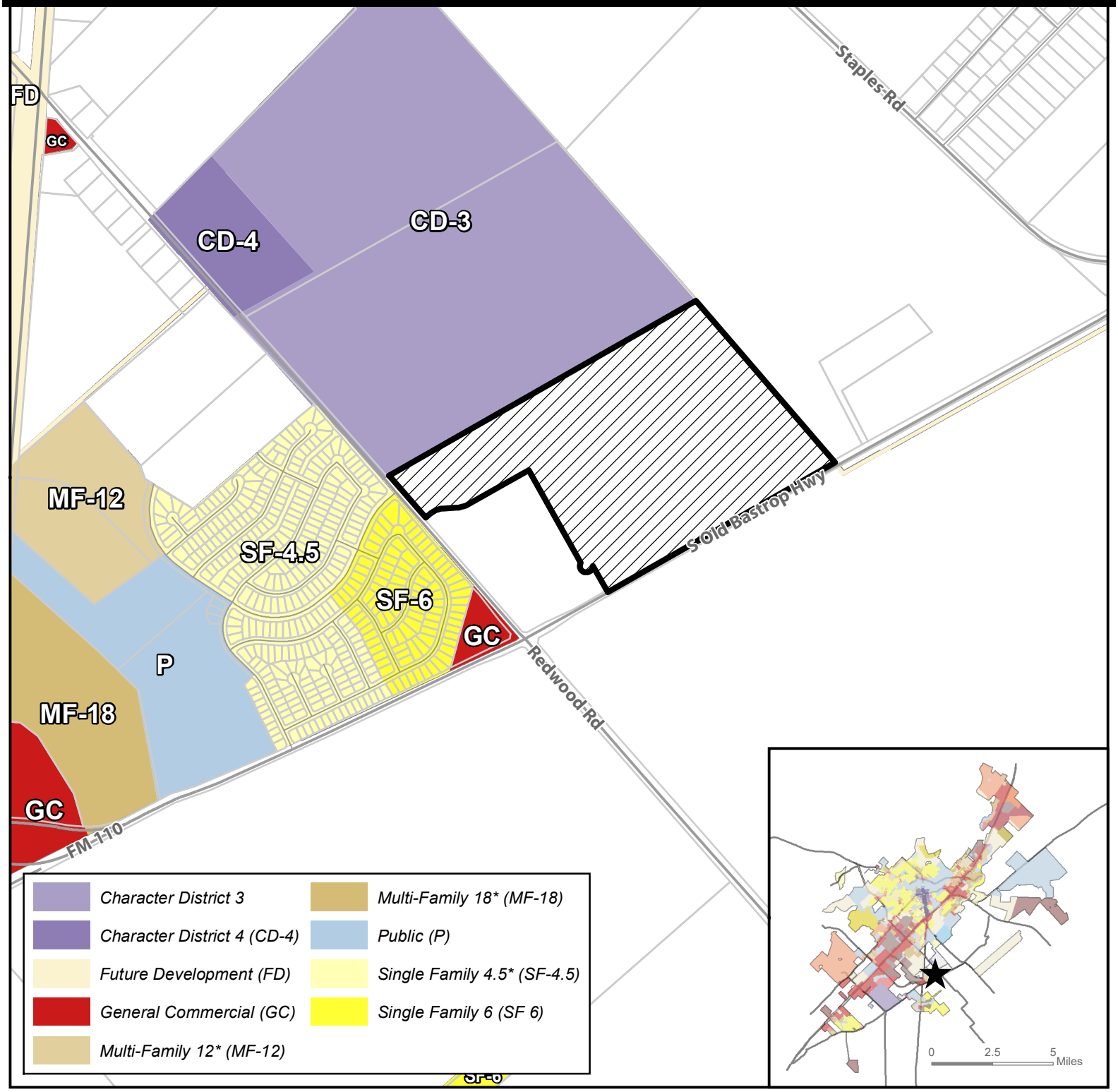
0 625 1,250 2,500 Feet

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Imagery from 2017.

Map Date: 5/15/2020

Document Path: Z:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-13 Redwood 3\GIS\ZC-20-13 Aerial Map.mxd

ZC-20-13
Existing Zoning
Redwood 3 SF-6 Zoning – 2519 Redwood Road



★ **Site Location**

Subject Property

Parcels

City Limit

N

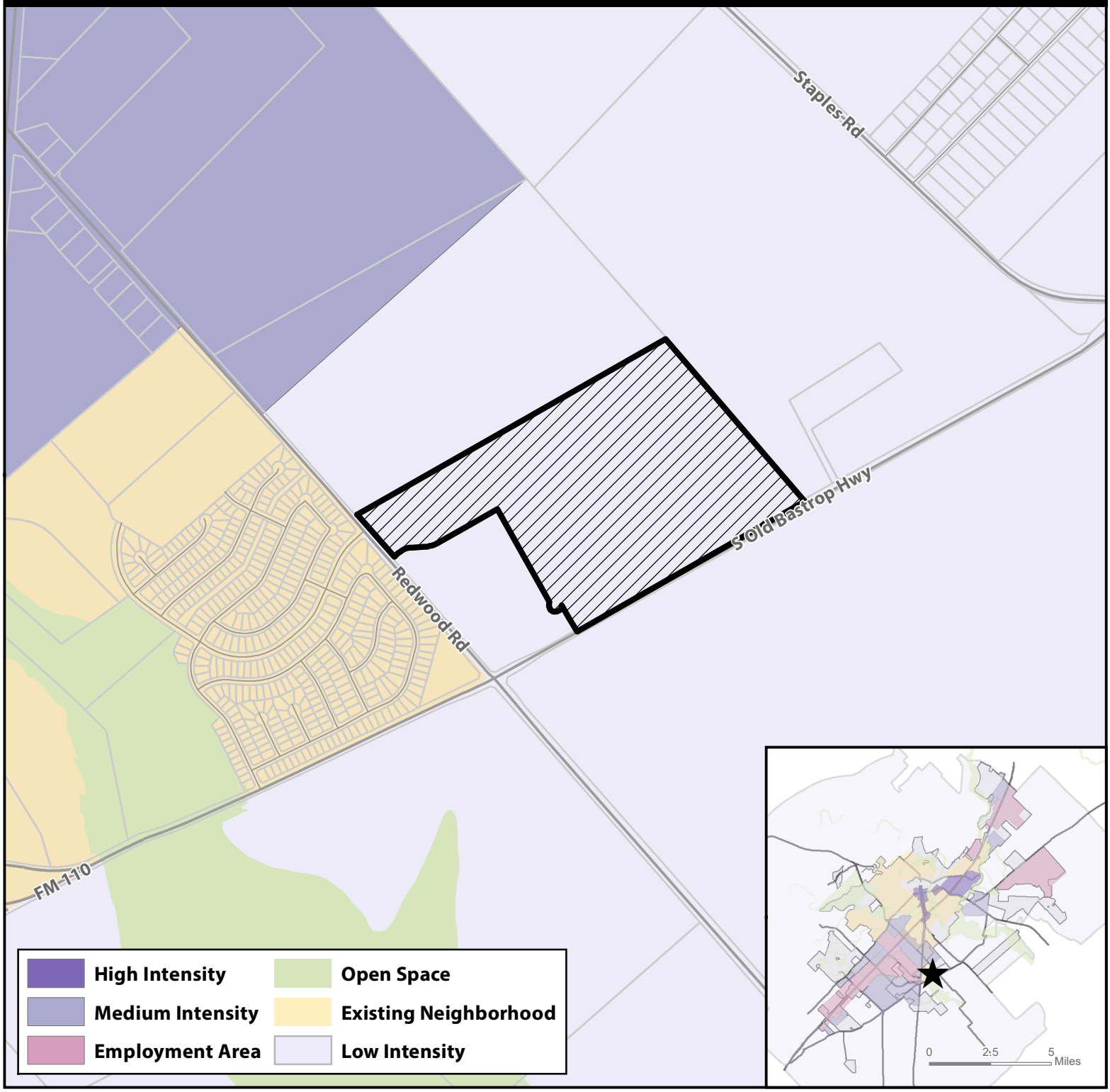
0 625 1,250 2,500 Feet

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.

Map Date: 5/15/2020

Document Path: Z:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-13 Redwood 3\GIS\ZC-20-13_ExistingZoning.mxd

ZC-20-13
Preferred Scenario
Redwood 3 SF-6 Zoning – 2519 Redwood Road



Site Location

Subject Property

Parcels

City Limit

N

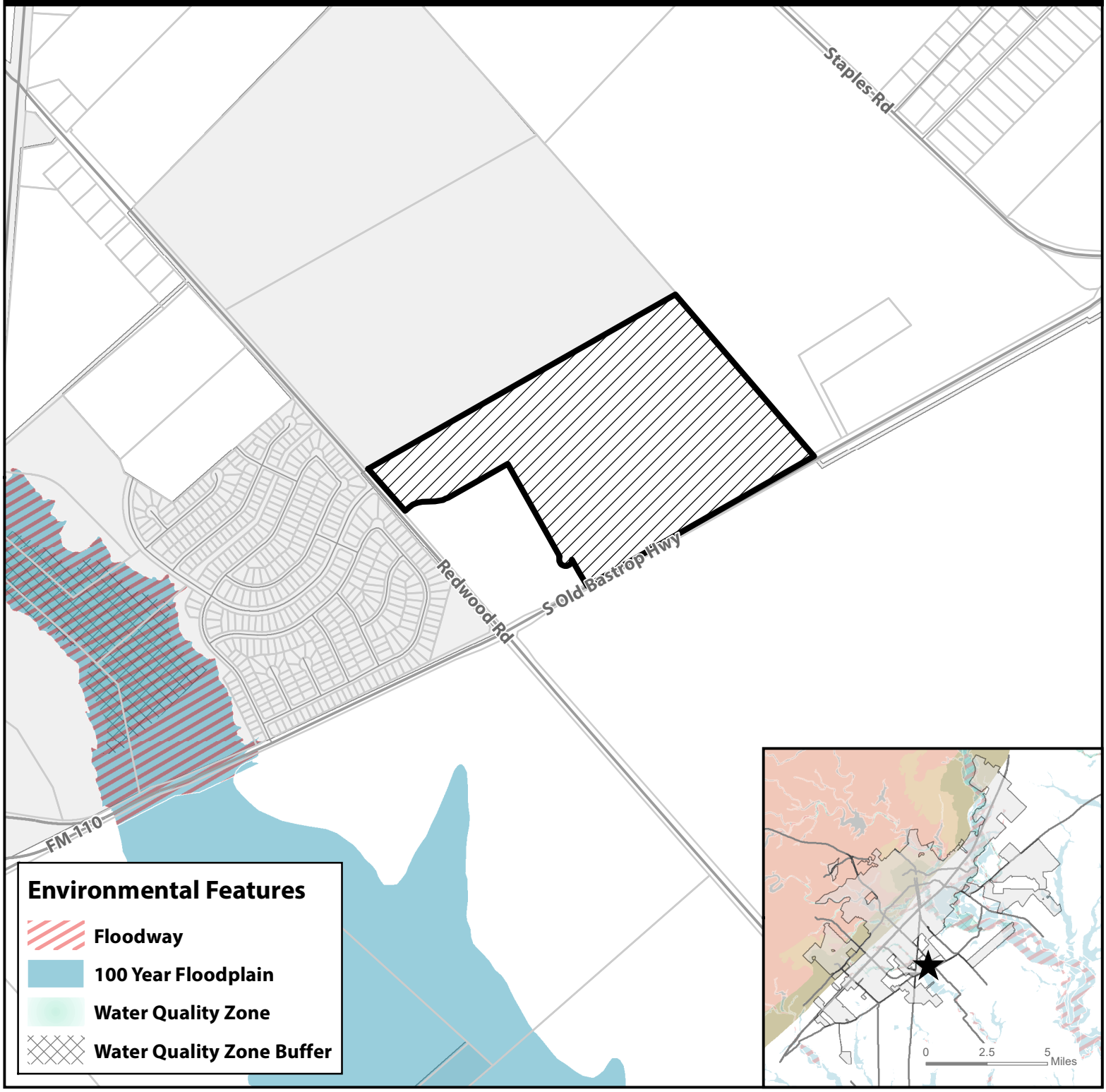
0 625 1,250 2,500 Feet

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.

Map Date: 6/2/2020

Document Path: \\san_marcos\files\DeptShares\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-13 Redwood 3\GIS\ZC-20-13_PreferredScenario.mxd

ZC-20-13
Environmental Features
Redwood 3 SF-6 Zoning – 2519 Redwood Road



Site Location

Subject Property

Parcels

City Limit

N

0 625 1,250 2,500 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.

Map Date: 5/15/2020

Document Path: Z:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-13 Redwood 3\GIS\ZC-20-13_EnvironmentalFeatures.mxd

ZC-20-13
Transportation Master Plan
Redwood 3 SF-6 Zoning – 2519 Redwood Road

Site Location

Subject Property

Parcels

City Limit

N

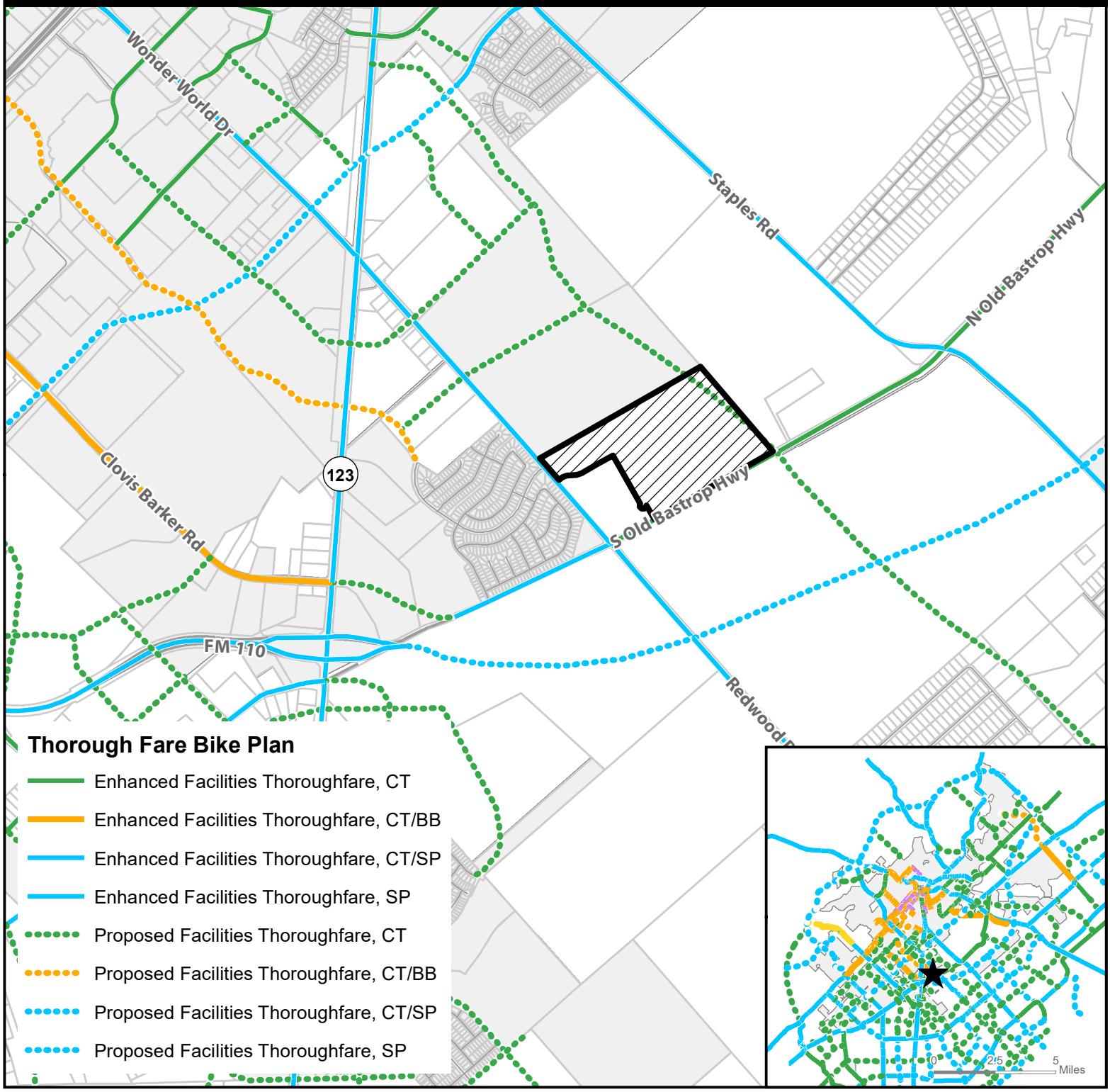
0 1,200 2,400 4,800 Feet

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.

Map Date: 5/15/2020

Document Path: Z:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-13 Redwood 3\GIS\ZC-20-13_TMP.mxd

ZC-20-13
Transportation Master Plan - Bicycle Facilities
Redwood 3 SF-6 Zoning – 2519 Redwood Road



Site Location

Subject Property

Parcels

City Limit

N

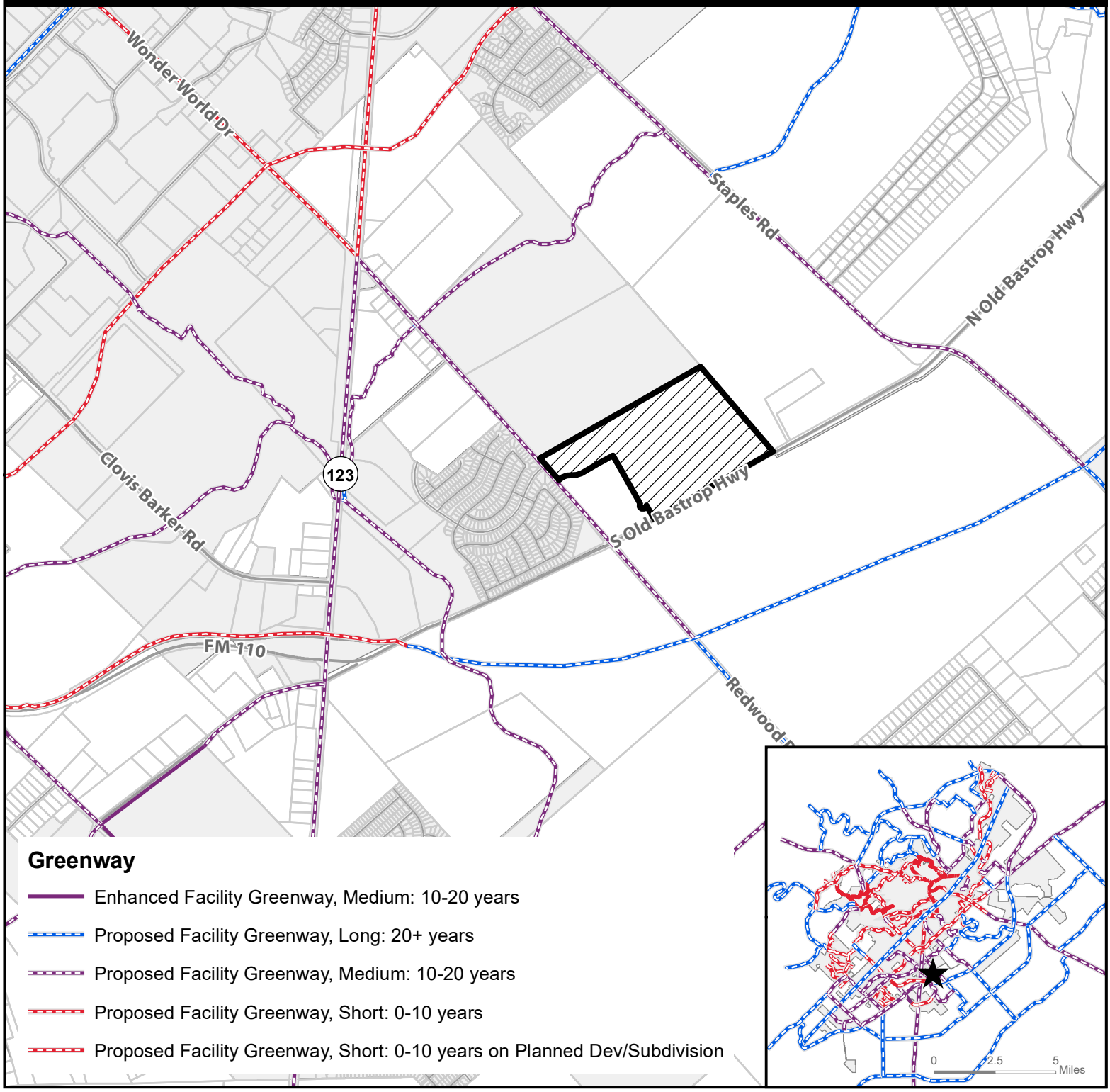
0 1,200 2,400 4,800 Feet

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.

Map Date: 5/15/2020

Document Path: Z:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-13 Redwood 3\GIS\ZC-20-13_TMP_Bike.mxd

ZC-20-13
Transportation Master Plan - Greenway Facilities
Redwood 3 SF-6 Zoning – 2519 Redwood Road



Site Location

Subject Property

Parcels

City Limit

N

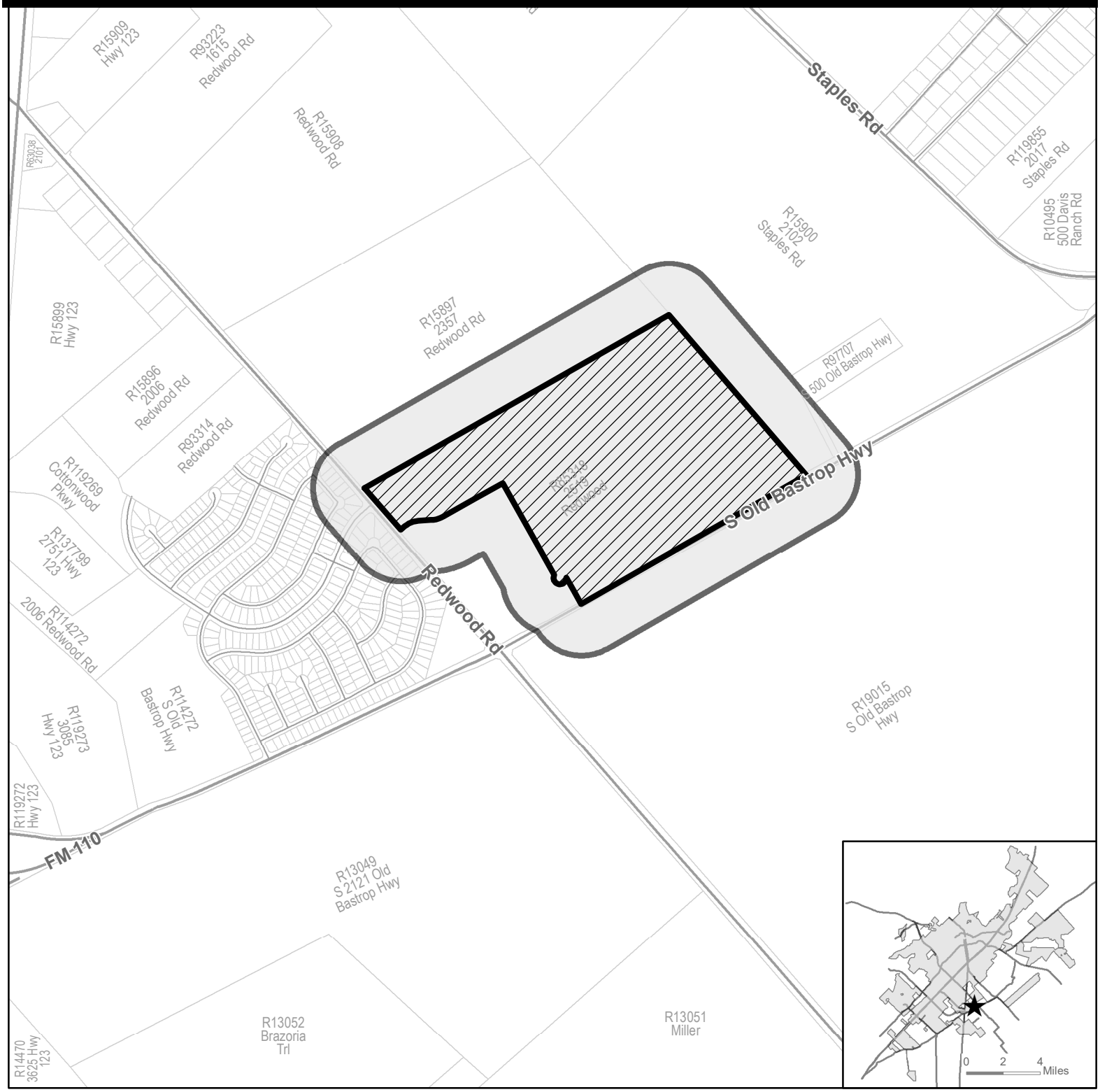
0 1,200 2,400 4,800 Feet

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.

Map Date: 5/15/2020

Document Path: Z:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-13 Redwood 3\GIS\ZC-20-13_TMP_Bike.mxd

ZC-20-13
400' Notification Buffer
Redwood 3 SF-6 Zoning – 2519 Redwood Road



★ **Site Location**

Subject Property

400' Buffer

Parcel

City Limit

N

0 625 1,250 2,500 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.

Map Date: 5/15/2020

Document Path: Z:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-13 Redwood 3\GIS\ZC-20-13 Notification Map.mxd

Notification List (ZC-20-13)

Property ID	Site Address Number	Site Address Street	Owner Name	Owner Address	Owner Address 2	Owner City	Owner State	Owner Zip
105300	105	CAPISTRANO	ALVAREZ JEREMY M & ADALIA J	105 CAPISTRANO DR		SAN MARCOS	TX	78666
105271	101	SALERNO	AMERICAN HOMES 4 RENT PROPERTIES TWO LLC	30601 AGOURA RD	STE 200	AGOURA HILLS	CA	91301-2013
105343	103	TERON	BONILLA, ASHLEY NICOLE & JEZARAY	103 TERON DR		SAN MARCOS	TX	78666
105270	103	SALERNO	BOWER, ERIC	12000 SNOW GOOSE RD		AUSTIN	TX	78758
105342	101	TERON	COMPEAN JOSEPH & VICTORIA	101 TERON DR		SAN MARCOS	TX	78666
105263	216	VALERO	COSTILLA DAVID	216 VALERO DR		SAN MARCOS	TX	78666-6870
105309	213	VALERO DR	CROSS DEAN ALAN & CODY BURROUGH	2724 MOUNTAIN HIGH DR		SAN MARCOS	TX	78666
105268	107	SALERNO	DANNELS AMBROSE & MATHEWS CARRIE	107 SALERNO DR		SAN MARCOS	TX	78666
105310	215	VALERO	DYE JORDAN R & TAYLOR C	215 VALERO DR		SAN MARCOS	TX	78666-6870
105264	115	SALERNO	FLORES ALEJANDRO A & BEATRIZ BEA IZAGUIRRE	301 CASCADE TRL		SAN MARCOS	TX	78666
130384		CR 266	FREEMAN EDUCATIONAL FOUNDATION	% FROST NATIONAL BANK TRUST	P O BOX 2950	SAN ANTONIO	TX	78299-2950
105260	210	VALERO	GARBER ZACHARY C	210 VALERO DR		SAN MARCOS	TX	78666-6870
105344	105	TERON	GARZA MARTIN E & NORMA E	105 TERON DR		SAN MARCOS	TX	78666
105265	113	SALERNO	GARZA MIGUEL & DELVIA	113 SALERNO DR		SAN MARCOS	TX	78666-6867
105267	109	SALERNO	GONZALES BONITA M	109 SALERNO DR		SAN MARCOS	TX	78666-6867
105339	205	CAZADOR	GONZALES DIANE & JOSEPH	205 CAZADOR DR		SAN MARCOS	TX	78666
105341	209	CAZADOR	JONES STEPHEN RAY & GLORIA ELENA	209 CAZADOR DR		SAN MARCOS	TX	78666
105298	101	CAPISTRANO DR	LIN LIZHU & TIAN AIYING	101 CAPISTRANO DR		SAN MARCOS	TX	78666-6868
105266	111	SALERNO DR	MEDARIS MICHAEL WARD	111 SALERNO DR		SAN MARCOS	TX	78666-6867
105261	212	VALERO	OOSTERHUIS RAPHAEL A	196 MUSGRAV		KYLE	TX	78640-5487
105269	105	SALERNO DR	PARSONS MARTY THOMAS	105 SALERMO DR		SAN MARCOS	TX	78666
105259	208	VALERO	POWELL WILLIAM G & STEFANIE	443 WILLOW SONG LN		SPARTA	TN	38583-6595
105299	103	CAPISTRANO DR	RICHARDSON MATTHEW & BRANDI	103 CAPISTRANO DR		SAN MARCOS	TX	78666-6868
105340	207	CAZADOR	SHARON PETERS REAL ESTATE INC	603 MUSTANG LN		SAN MARCOS	TX	78666
15900		STAPLES	SHERRILL LANE TRUST	BAEBLER SHERRILL LANE &	LANE DEBORAH STUART	SAN MARCOS	TX	78666
85318	2519	REDWOOD	SMITHCO REDWOOD LLC	1400 POST OAK BLVD	STE 900	HOUSTON	TX	77056
168709		REDWOOD	THREE RIVERS DEVELOPMENT LLC	301 MAIN PLAZA	STE 385	NEW BRAUNFELS	TX	78130
105311	217	VALERO	TKEL DANNY	& LIGUEZ LAURA A	PO BOX 124	SAN MARCOS	TX	78667-0124
105312	219	VALERO	TRAVIS TERRI A	219 VALERO DR		SAN MARCOS	TX	78666-6870
15901	2102	STAPLES	TUNNELL LETITIA LANE	2102 FM 621		SAN MARCOS	TX	78666
105262	214	VALERO	VILLEGAS RAYMOND JR & ISABEL	214 VALERO DR		SAN MARCOS	TX	78666-6870

Section 5.1.1.2 Land Use Matrix Future Development (FD) VS. Single Family-6 (SF-6)

Table 5.1 Land Use Matrix

Types of Land Uses	Conventional Residential				Neighborhood Density Districts				Character Districts						Special Districts					Definition Use Standards
	FD	SF-R	SF-6	SF-4.5	ND-3	ND-3.5	ND-4	N-MS	CD-1	CD-2	CD-3	CD-4	CD-5	CD-5D	HC	LI	HI	MH	EC	
Agricultural Uses																				
Barns or agricultural buildings	P	L	--	--	--	--	--	--	P	P	L	--	--	--	P	--	--	--	--	Section 5.1.2.1
Stables	P	L	--	--	--	--	--	--	--	P	L	--	--	--	P	--	--	--	--	Section 5.1.2.2
Community Garden	P	P	L	L	L	L	L	--	P	P	L	L	L	L	P	P	P	P	P	Section 5.1.2.3
Urban Farm	P	C	C	C	C	L	L	C	P	P	L	L	C	C	P	P	--	P	C	Section 5.1.2.4
Plant Nursery	L	--	--	--	--	--	--	P	--	L	--	--	P	P	P	P	P	--	P	Section 5.1.2.5
Accessory Uses and Structures																				
Accessory Building/Structure	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 5.1.3.1
Accessory Dwelling Unit	L	L	L	L	L	L	P	P	--	P	L	P	P	P	--	--	--	--	--	Section 5.1.3.1
Accessory Use, except as listed below:	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 5.1.3.2
Outdoor Storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	L	P	--	L	Section 5.1.3.2
Outdoor Display	--	--	--	--	--	--	--	L	--	--	--	--	L	L	P	--	--	--	L	Section 5.1.3.2
Food Truck	--	--	--	--	--	--	--	P	--	--	--	--	P	P	P	P	P	--	P	Section 5.1.3.1
Drive-thru or Drive-in	--	--	--	--	--	--	--	C	--	--	--	--	C	C	P	--	--	--	P	Section 5.1.3.2
Home Occupation	L	L	L	L	L	L	L	--	--	L	L	L	--	--	--	--	--	--	--	Section 5.1.3.4
Family Home Care	P	P	P	P	P	P	P	--	--	P	P	P	--	--	--	--	--	--	--	Section 5.1.3.5
Short Term Rental	L	L	L	L	L	L	L	P	--	L	L	P	P	P	--	--	--	L	P	Section 5.1.3.6
Residential Uses																				
Single Family Detached	P	L	L	L	L	L	L	--	--	P	P	P	--	--	--	--	--	--	--	Section 5.1.4.1
Cottage Court	--	--	--	--	--	L	L	--	--	--	P	P	--	--	--	--	--	--	--	Section 5.1.4.1
Two Family	--	--	--	--	--	L	L	--	--	--	P	P	--	--	--	--	--	--	--	Section 5.1.4.1
Single Family Attached	--	--	--	--	L	L	L	L	--	--	P	P	P	P	--	--	--	--	--	Section 5.1.4.1
Small Multi-Family (up to 9 units)	--	--	--	--	--	L	L	L	--	--	--	P	P	P	--	--	--	--	--	Section 5.1.4.1
Courtyard Housing (up to 24 units)	--	--	--	--	--	--	L	L	--	--	--	P	P	P	--	--	--	--	--	Section 5.1.4.1
Multi-family (10 or more units)	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	--	--	Section 5.1.4.1
Purpose Built Student Housing	--	--	--	--	--	--	--	--	--	--	--	--	C	C	--	--	--	--	--	Section 5.1.4.1
Manufactured Home	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	Section 5.1.4.1
Mobile Home Community	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	Section 5.1.4.1

Table 5.1 Land Use Matrix

Types of Land Uses	Conventional Residential				Neighborhood Density Districts				Character Districts						Special Districts					Definition Use Standards
	FD	SF-R	SF-6	SF-4.5	ND-3	ND-3.5	ND-4	N-MS	CD-1	CD-2	CD-3	CD-4	CD-5	CD-5D	HC	LI	HI	MH	EC	
Community Home	L	L	L	L	L	L	P	P	--	P	P	P	P	P	--	--	--	L	--	Section 5.1.4.12
Fraternity or Sorority Building	--	--	--	--	--	--	C	C	--	--	--	C	P	P	--	--	--	--	--	Section 5.1.4.12
Commercial Uses																				
Professional Office	--	--	--	--	--	--	L	P	--	--	--	L	P	P	P	P	--	--	P	Section 5.1.5.1
Medical, except as listed below:	--	--	--	--	--	--	L	P	--	--	--	L	P	P	P	--	--	--	P	Section 5.1.5.2
Urgent care, emergency clinic, or hospital	--	--	--	--	--	--	--	P	--	--	--	--	P	P	P	P	--	--	P	Section 5.1.5.2
Nursing/ retirement home	--	--	--	--	--	--	P	P	--	--	--	P	P	P	P	--	--	--	P	Section 5.1.5.2
Personal Services, except as listed below:	--	--	--	--	--	--	L	P	--	--	--	L	P	P	P	--	--	--	P	Section 5.1.5.3
Animal care (indoor)	C	--	--	--	--	--	--	P	--	--	--	--	P	P	P	--	--	--	P	Section 5.1.5.3
Animal care (outdoor)	C	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	--	C	Section 5.1.5.3
Funeral Home	--	--	--	--	--	--	--	C	--	--	--	--	C	C	P	--	--	--	P	Section 5.1.5.3
Adult Oriented Businesses	See Section 18, Article 6 of the City Code																			
All Retail Sales, except as listed below:	--	--	--	--	--	--	L	P	--	--	--	L	P	P	P	--	--	--	P	Section 5.1.5.4
Gasoline Sales	--	--	--	--	--	--	--	L	--	--	--	--	C	C	P	--	--	--	P	Section 5.1.5.4
Truck stop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	--	--	--	L	Section 5.1.5.4
Tattoo, body piercing	--	--	--	--	--	--	C	C	--	--	--	C	P	P	P	--	--	--	P	Section 5.1.5.4
Building material sales	--	--	--	--	--	--	--	C	--	--	--	--	C	C	P	P	P	--	P	Section 5.1.5.4
Vehicle Sales/ Rental	--	--	--	--	--	--	--	C	--	--	--	--	C	C	P	--	--	--	P	Section 5.1.5.4
Pawnshop	--	--	--	--	--	--	--	C	--	--	--	C	P	P	P	--	--	--	P	Section 5.1.5.4
Restaurant/ Bar, as listed below:																				
Eating Establishment	--	--	--	--	--	--	L	P	--	--	--	L	P	P	P	--	--	--	P	Section 5.1.5.5
Bar	--	--	--	--	--	--	--	C	--	--	--	--	C	C	C	--	--	--	C	Section 5.1.5.5
Mobile Food Court	--	--	--	--	--	--	--	C	--	--	--	--	P	P	--	--	--	--	--	Section 5.1.5.5
Sale of Alcohol for on premise consumption	--	--	--	--	--	--	C	C	--	--	--	C	C	C	C	--	--	--	C	Section 5.1.5.5
Overnight Lodging, as listed below:																				Section 5.1.5.6
Bed and Breakfast (up to 8 rooms)	L	C	C	C	C	L	L	P	--	P	C	P	P	P	--	--	--	--	P	Section 5.1.5.6
Boutique Hotel (9 - 30 rooms)	--	--	--	--	--	--	C	P	--	--	--	P	P	P	--	--	--	--	P	Section 5.1.5.6

Table 5.1 Land Use Matrix

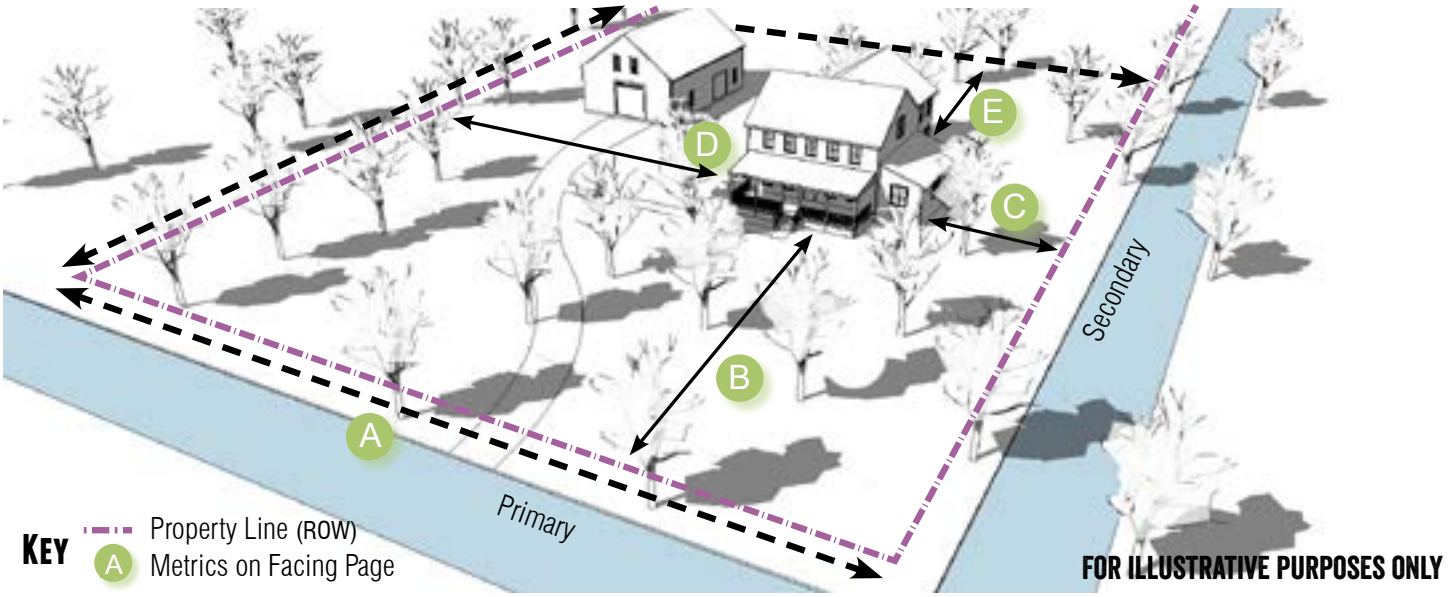
Types of Land Uses	Conventional Residential				Neighborhood Density Districts				Character Districts						Special Districts					Definition Use Standards
	FD	SF-R	SF-6	SF-4.5	ND-3	ND-3.5	ND-4	N-MS	CD-1	CD-2	CD-3	CD-4	CD-5	CD-5D	HC	LI	HI	MH	EC	
Hotel/ Motel (more than 30 rooms)	--	--	--	--	--	--	--	P	--	--	--	--	P	P	--	--	--	--	P	Section 5.1.5.6
Outdoor Recreation, except as listed below:	--	--	--	--	--	--	--	C	--	--	--	--	P	C	P	--	--	--	P	Section 5.1.5.7
Golf Course	C	C	C	C	C	C	C	C	C	C	C	C	C	C	--	--	--	C	C	Section 5.1.5.7
Traveler Trailers/ RVs Short Term stays	P	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	P	--	Section 5.1.5.7
Shooting Range	C	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	--	C	Section 5.1.5.7
Indoor Recreation, except as listed below:	--	--	--	--	--	--	--	P	--	--	--	--	P	P	P	P	P	--	P	Section 5.1.5.8
Gym/ Health club	--	--	--	--	--	--	L	P	--	--	--	L	P	P	P	P	P	--	P	Section 5.1.5.8
Smoking Lounge	--	--	--	--	--	--	--	C	--	--	--	--	P	C	--	--	--	--	P	Section 5.1.5.8
Charitable Gaming Facility	--	--	--	--	--	--	--	--	--	--	--	--	C	--	C	--	--	--	C	Section 5.1.5.8
Public & Institutional																				
Civic, except as listed below:	P	L	L	L	L	L	P	P	L	L	L	P	P	P	P	P	P	P	P	Section 5.1.6.1
Day Care Center	C	--	--	--	C	C	L	P	--	C	C	L	P	P	P	--	--	--	P	Section 5.1.6.1
Parks, Open Space, and Greenways	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 5.1.6.2
Minor Utilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 5.1.6.3
Major Utilities	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	C	--	--	Section 5.1.6.3
Antenna	See Section 5.1.6.3D																			
Industrial																				
Light Industrial	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	P	P	--	C	Section 5.1.7.1
Light Manufacturing	--	--	--	--	--	--	--	C	--	--	--	--	P	P	P	P	P	--	P	Section 5.1.7.2
Vehicle Service, as listed below:																				Section 5.1.7.3
Car Wash	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	C	Section 5.1.7.3
Vehicle repair (minor)	--	--	--	--	--	--	--	C	--	--	--	--	P	P	P	P	P	--	C	Section 5.1.7.3
Vehicle repair (major)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	C	Section 5.1.7.3
Warehouse & Distribution	--	--	--	--	--	--	--	--	--	--	--	--	C	--	P	P	P	--	P	Section 5.1.7.4
Waste-Related service	--	--	--	--	--	--	--	--	--	--	--	--	C	--	P	P	P	--	--	Section 5.1.7.5
Wholesale trade	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	Section 5.1.7.6
Self Storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	C	Section 5.1.7.7
Research and Development	--	--	--	--	--	--	--	--	--	--	--	--	C	C	P	P	P	--	C	Section 5.1.7.8
Wrecking/Junk Yard	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	Section 5.1.7.9

Zoning District Comparison Chart

Topic	*Existing Zoning:* **Future Development (FD)**	*Proposed Zoning:* **Single Family-6 (SF-6)**
Zoning Description	The Future Development (FD) District is intended to serve as a temporary zoning district for properties that shall develop in the future, but have been newly annexed and/or are not yet ready to be zoned for a particular Use. Characterized by primarily agricultural use with woodlands and wetlands and scattered buildings.	The SF-6 district is intended to accommodate single family detached houses with a minimum lot size of 6,000 square feet. Characterized by smaller landscaped areas with moderate setbacks and more frequent pedestrian use. Uses that would substantially interfere with the residential nature of the district are not allowed.
Uses	Primarily agricultural, residential, and public/institutional *(See Land Use Matrix)*	Primarily residential: Community Garden, Urban Farm, accessory structures, home occupation, single family detached uses *(See Land Use Matrix)*
Parking Location	No location or garage standards	No location or residential garage standards
Parking Standards	Depends on use	2 spaces per dwelling unit
Max Residential Units per acre	0.4 units per acre (max)	5.5 (max)
Occupancy Restrictions	N/A	Yes
Landscaping	Tree and shrub requirements based on use	Tree and shrub requirements
Building Height (max)	2 stories (40 feet)	2 stories (35' max)
Setbacks	50' minimum front; 20' min side; minimum rear setback is 20% of total lot depth	25' minimum front setback (primary street), 15' minimum front setback (secondary street), 5' side setback, 20' rear setback
Impervious Cover (max)	30%	50%
Lot Sizes	Allows a variety of lot sizes depending on Building Type.	6,000 sf minimum lot area; 50' minimum lot width
Streetscapes	Residential Street: 5' sidewalk for lots smaller than 1 acre, street trees every 40' on center average, 7' planting area between sidewalk and street required.	Residential Street: 5' sidewalk, street trees every 40' on center average, 7' planting area between sidewalk and street required.
Blocks	No Block Perimeter Required	3,000 ft. Block Perimeter max

FD

SECTION 4.4.1.1 FUTURE DEVELOPMENT DISTRICT



General Description

The Future Development (FD) District is intended to serve as a temporary zoning district for properties that shall develop in the future, but have been newly annexed and/or are not yet ready to be zoned for a particular Use. Characterized by primarily agricultural use with woodlands and wetlands and scattered buildings.

Density

Units Per Gross Acre	.4 max.
Impervious Cover	30% max.

Transportation

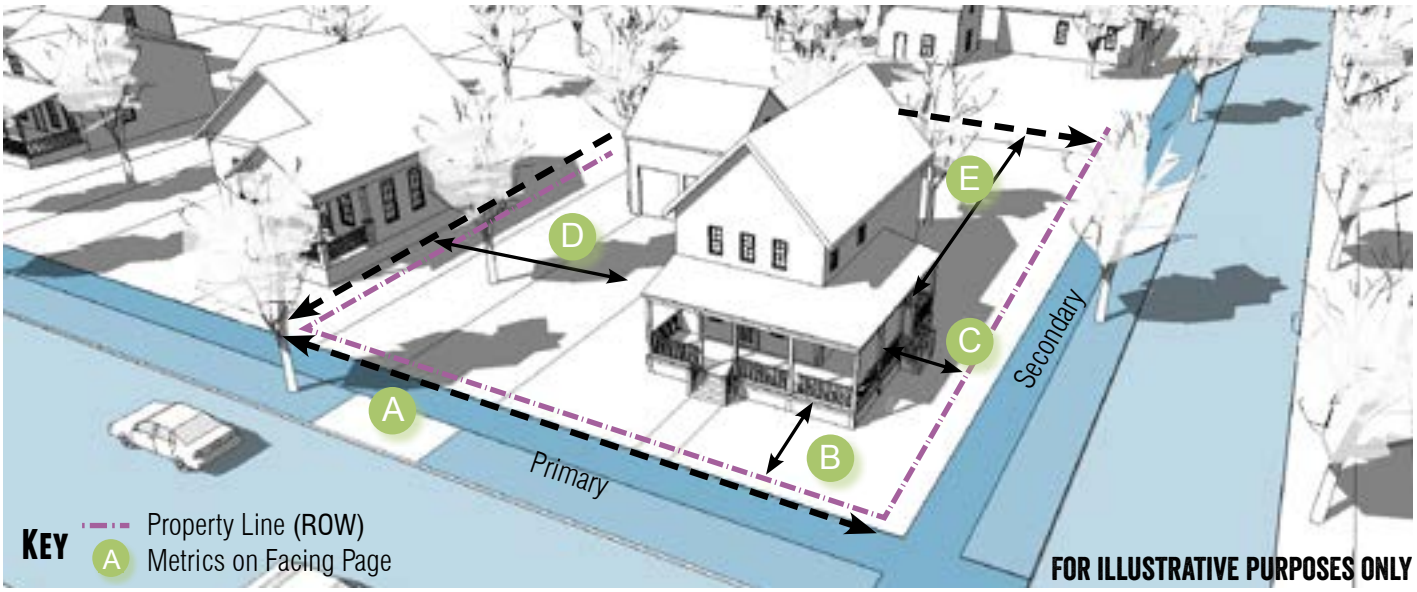
Streetscape Type	Residential	Section 3.8.1.10
Sidewalks are not required for lots greater than 1 acre		

Building Types Allowed

Accessory Dwelling	Section 4.4.6.1
House	Section 4.4.6.2
Civic	Section 4.4.6.15

SF-6

SECTION 4.4.1.3 SINGLE FAMILY - 6



General Description

The SF-6 district is intended to accommodate single family detached houses with a minimum lot size of 6,000 square feet. Characterized by smaller landscaped areas with moderate setbacks and more frequent pedestrian use. Uses that would substantially interfere with the residential nature of the district are not allowed.

Density

Units Per Gross Acre	5.5 max.
Impervious Cover	50% max.
Occupancy Restrictions	Section 5.1.4.1

Transportation

Block Perimeter	3,000 ft. max	Section 3.6.2.1
Streetscape Type	Residential	Section 3.8.1.10
Sidewalks are not required for lots greater than 1 acre		

Building Types Allowed

Accessory Dwelling	Section 4.4.6.1
House	Section 4.4.6.2
Cottage	Section 4.4.6.3
Civic	Section 4.4.6.15

ZC-20-13 (2519 Redwood Road) Zoning Change Review **(By Comp Plan Element)**

LAND USE – Preferred Scenario Map / Land Use Intensity Matrix

	YES	NO (map amendment required)
Does the request meet the intent of the Preferred Scenario Map and the Land Use Intensity Matrix?	**X – The subject property is located in an Area of Stability - Low Intensity Zone**	

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

STRATEGY	SUMMARY		Supports	Contradicts	Neutral
Preparing the 21st Century Workforce	Provides / Encourages educational opportunities				**X**
Competitive Infrastructure & Entrepreneurial Regulation	Provides / Encourages land, utilities and infrastructure for business				**X**
The Community of Choice	Provides / Encourages safe & stable neighborhoods, quality schools, fair wage jobs, community amenities, distinctive identity		**X**		

ENVIRONMENT & RESOURCE PROTECTION – Land Use Suitability & Development Constraints

	1 (least)	2	3 (moderate)	4	5 (most)
Level of Overall Constraint	**X**	**X**	**X**	**X**	
Constraint by Class					
Cultural	**X**				
Edwards Aquifer	**X**				
Endangered Species	**X**				
Floodplains	**X**				
Geological	**X**				
Slope	**X**		**X**		
Soils	**X**	**X**		**X**	
Vegetation	**X**		**X**		
Watersheds	**X**			**X**	
Water Quality Zone	**X**				

ENVIRONMENT & RESOURCE PROTECTION – Water Quality Model Results

Located in Subwatershed:	**Cottonwood Creek Watershed and San Marcos River Watershed**				
	0-25%	25-50%	50-75%	75-100%	100%+
Modeled Impervious Cover Increase Anticipated for watershed					**X**
Notes: **The majority of the property is located within the Cottonwood Creek Watershed. Most of the area that is located within this watershed is primarily rural, undeveloped, and used for agriculture. The Comprehensive Plan states that the rise in impervious cover can be attributed to multiple intensity zones located within the watershed.**					

NEIGHBORHOODS – Where is the property located

CONA Neighborhood(s):	**N/A – Outside City Limits**
Neighborhood Commission Area(s):	**N/A – Outside City Limits**
Neighborhood Character Study Area(s):	**N/A**

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

				YES	NO
Will Parks and / or Open Space be Provided? **Parkland dedication or fee-in-lieu will be required at time of plat. In addition, the San Marcos Development Code requires a $400/unit Parkland Development Fee to be paid prior to development.**				**X**	
Will Trails and / or Green Space Connections be Provided? **A greenway/trail is required through along Redwood Road per the Transportation Master Plan.**				**X**	
Maintenance / Repair Density	Low (maintenance)		Medium		High (maintenance)
Wastewater Infrastructure	**X**				
Water Infrastructure	**X**				
Public Facility Availability					
				YES	NO
Parks / Open Space within ¼ mile (walking distance)? **The development will be required to dedicate parkland at the time of plat.**					**X**
Wastewater service available? **Wastewater lines will be required throughout the development to service the property.**					**X**
Water service available? **Water lines will be required throughout the development to service the property.**				**X**	

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

		A	B	C	D	F
Existing Daily LOS	**Redwood Road** **S Old Bastrop Hwy**	**X** **X**				
Existing Peak LOS	**Redwood Road** **S Old Bastrop Hwy**	**X**		 **X**		
Preferred Scenario Daily LOS	**Redwood Road** **S Old Bastrop Hwy**	**X** **X**				
Preferred Scenario Peak LOS	**Redwood Road** **S Old Bastrop Hwy**	**X** **X**				
Note: The property will be required to meet the Transportation Master Plan and construct required streets per the Block Standards in the Development Code.						
			N/A	Good	Fair	Poor
Sidewalk Availability (Required to build.)			**X**			
Sidewalks will be required to be constructed at the time of development.						
			YES		NO	
Adjacent to existing bicycle lane? **The development will be responsible for constructing required bike infrastructure within new proposed streets.**					**X**	
Adjacent to existing public transportation route?			**X**			
The property is located on a CARTS route, the Guadalupe/Redwood route. The closest bus stop is approximately 1 mile.						

PLANNING AND DEVELOPMENT SERVICES

6/5/2020 **ZC-20-13**

Notice of Public Hearing
Zoning Change Request
"FD" Future Development to "SF-6" Single Family-6
2519 Redwood Road

Hold a public hearing and consider a request by James Ingalls, on behalf of Jim Smith, Smith Co. Redwood LLC, for a zoning change from "FD" Future Development to "SF-6" Single Family-6, or such other less intense zoning district classification as the City Council may approve, for approximately 80 acres, more or less, out of the Barnette O. Kane Survey, Abstract No. 281, Hays County, Texas, generally located at 2519 Redwood Road.

The San Marcos Planning and Zoning Commission will consider the above request at an upcoming public hearing and will either approve or deny the request. This recommendation will be forwarded to the San Marcos City Council. Before making a decision, the Commission and Council will hold public hearings to obtain citizen comments. Because you are listed as the owner of property located within 400 feet of the subject property, we would like to notify you of the following public hearings and seek your opinion of the request:

- A public hearing will be conducted by the Planning and Zoning Commission via virtual meeting on **Tuesday, June 23, 2020** at **6:00 p.m.** You may join and participate in the public hearing using the following link: http://sanmarcostx.gov/541/PZ-Video-Archives

- A public hearing will be held at the City Council Meeting on **Tuesday, August 4, 2020** at **6:00 p.m.** in the Council Chambers in City Hall, 630 East Hopkins. If current orders related to COVID-19 are extended, virtual meeting information will be provided at the following website: https://sanmarcostx.gov/421/City-Council-Videos-Archives

All interested citizens are invited to attend and participate in the public hearing. If you cannot participate in the virtual public hearing of the Planning and Zoning Commission or the City Council meeting, but wish to comment, you may write to the below address. Your written comments will be given to the Planning & Zoning Commission and City Council if they are received before 5 PM on the day of the meeting.

Development Services-Planning
630 East Hopkins
San Marcos, TX 78666
planninginfo@sanmarcostx.gov

For more information regarding this request, contact the case manager, **Andrea Villalobos,** at **512.805.2623**. When calling, please refer to case number **ZC-20-13.**

As of the date of this notice, there are no other means of participating in the public hearing. However, please check for updates on the City's website at: www.sanmarcostx.gov to see if other means of participating in the public hearing become available.

The City of San Marcos does not discriminate on the basis of disability in the admission or access to its services, programs, or activities. Individuals who require auxiliary aids and services for this meeting should contact the City of San Marcos ADA Coordinator at 512-393-8000 (voice) or call Texas Relay Service (TRS) by dialing 7-1-1. Requests can also be faxed to 512-393-8074 or sent by e-mail to ADArequest@sanmarcostx.gov

PLANNING AND DEVELOPMENT SERVICES
Enclosure: Map (See Reverse)

ZONING CHANGE, OVERLAY OR ESTABLISHMENT OF A HISTORIC DISTRICT/LANDMARK APPLICATION

Updated: October, 2019

CONTACT INFORMATION

Applicant's Name	James Ingalls, P.E.	Property Owner	Jim Smith
Company	Moeller & Associates	Company	SmithCo Redwood LLC
Applicant's Mailing Address	2021 SH 46W, Ste. 105 New Braunfels, TX 78132	Owner's Mailing Address	1400 Post Oak Blvd Ste. 900 Houston, TX 77056
Applicant's Phone #	830-358-7127	Owner's Phone #	713-232-4141
Applicant's Email	jamesingalls@ma-tx.com	Owner's Email	jim@smithcodevelopment.com

PROPERTY INFORMATION

Subject Property Address(es): Redwood Rd, San Marcos TX 78666

Legal Description: Lot _____ **Block** _____ **Subdivision** _____

Total Acreage: 98.208 **Tax ID #: R**85318

Preferred Scenario Designation: Low Intensity **Existing Zoning:** OCL (Vol. Annexation)

Existing Land Use(s): Undeveloped

DESCRIPTION OF REQUEST

Proposed Zoning District(s): SF-6

Proposed Land Uses / Reason for Change: Proposed subdivision development

AUTHORIZATION

I certify that the information on this application is complete and accurate. I understand the fees and the process for this application. I understand my responsibility, as the applicant, to be present at meetings regarding this request.

Filing Fee* $1,057 plus $100 per acre **Technology Fee $13** ***MAXIMUM COST $3,013***

**Existing Neighborhood Regulating Plan Included.*

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

APPLY ONLINE – WWW.MYGOVERNMENTONLINE.ORG/

PROPERTY OWNER AUTHORIZATION

I, Jim Smith (owner name) on behalf of SmithCo Redwood LLC (company, if applicable) acknowledge that I/we am/are the rightful owner of the property located at Redwood Rd, San Marcos TX 78666 (address).

I hereby authorize James Ingalls, P.E. (agent name) on behalf of Moeller & Associates (agent company) to file this application for Zoning (application type), and, if necessary, to work with the Responsible Official / Department on my behalf throughout the process.

Signature of Owner: _____ Date: 4/21/20

Printed Name, Title: Jim Smith / Manager

Signature of Agent: _____ Date: 4-27-20

Printed Name, Title: James Ingalls, P.E.

Form Updated October, 2019

AGREEMENT TO THE PLACEMENT OF NOTIFICATION SIGNS AND ACKNOWLEDGEMENT OF NOTIFICATION REQUIREMENTS

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

- Notification Signs: if required by code, staff shall place notification signs on each street adjacent to the subject property and must be placed in a visible, unobstructed location near the property line. It is unlawful for a person to alter any notification sign, or to remove it while the request is pending. However, any removal or alteration that is beyond the control of the applicant shall not constitute a failure to meet notification requirements. ***It shall be the responsibility of the applicant to periodically check sign locations to verify that the signs remain in place had have not been vandalized or removed. The applicant shall immediately notify the responsible official of any missing or defective signs. It is unlawful for a person to alter any notification sign, or to remove it while the case is pending; however, any removal or alteration that is beyond the control of the applicant shall not constitute a failure to meet notification requirements.***

- Published Notice: if required by code, staff shall publish a notice in a newspaper of general circulation in accordance with City Codes and the Texas Local Government Code. ***If, for any reason, more than one notice is required to be published it may be at the expense of the applicant. The renotification fee shall be $91 plus a $13 technology fee.***

- Personal Notice: if required by code, staff shall mail personal notice in accordance with City Codes and the Texas Local Government Code. ***If, for any reason, more than one notice is required to be mailed it may be at the expense of the applicant. The renotification fee shall be $91 plus a $13 technology fee.***

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

Signature: _____ Date: 4-27-20

Print Name: James Ingalls, P.E.

Form Updated October, 2019

CHECKLIST FOR ZONING CHANGE, ZONING OVERLAY OR HISTORIC DISTRICT

The following items are requested for consideration of this application. These and additional items may be required at the request of the Department		Comments
☐ n/a	Pre-application conference with staff is recommended Please call 512-393-8230 to schedule	
☑	Completed Application for Zoning Change, Overlay, or Establishment of Historic District/Landmark	
☑	Copy of Subdivision Plat or Metes & Bounds	
☑	CAD file in grid for GIS integration. Projection: NAD 1983 StatePlane Texas South Central FIPS 4204 Feet	
☑	Certificate of no tax delinquency	
☑	Proof of Ownership	
☐ n/a	Lien Holder(s) Name and Mailing Address(es)	
☑	Agreement to the placement of notification signs and acknowledgement of notification requirements	
☑	Authorization to represent the property owner, if the applicant is not the owner	
☑	Filing Fee $1,057 + $100 per acre ($3,000 max) Technology Fee $13	

San Marcos Development Code Section 2.3.1.1(C): *"Every application accepted by the responsible official for filing shall be subject to a determination of completeness…the responsible official is not required to review an application unless it is complete…"*

D.A.MAWYER
LAND SURVEYING

METES AND BOUNDS DESCRIPTION
FOR A
79.926 ACRE TRACT OF LAND
"ZONING"

Being a 79.926 acre tract of land out of the Barnette O. Kane Survey, Abstract No. 281, in Hays County, Texas, being a portion of the remaining portion a called 99.56 acre tract of land, as conveyed to Smithco Redwood, LLC, and recorded in Document No. 19023899, of the Official Public Records of Hays County, Texas, and said 79.926 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a point in the Northeasterly Right-of-Way line of Redwood Road (a variable width R.O.W.), being in the Southeasterly line of a called 99.36 acre tract of land, as conveyed to Three Rivers Development, LLC, and recorded in Document No. 18042251, of the Official Public Records of Hays County, Texas, and being the most Westerly corner of the remaining portion of said 99.56 acre tract of land and this herein described tract of land;

THENCE departing the Northeasterly R.O.W. line of said Redwood Road, and with the common line between the remaining portion of said 99.56 acre tract of land and said 99.36 acre tract of land, N 60° 24' 29" E, a distance of 1,319.01 feet to a point for a Southeasterly corner of said 99.36 acre tract of land, and being a Northwesterly corner of the remaining portion of said 99.56 acre tract of land and this herein described tract of land;

THENCE continuing with the common line between said 99.36 acre tract of land and the remaining portion of said 99.56 acre tract of land, N 60° 18' 52" E, a distance of 1,395.93 feet to a point for the most Easterly corner of said 99.36 acre tract of land, being in the Southwesterly line of a called 125.0 acre tract of land, as conveyed to James S. Lane and Billye Jo Sherrill Lane, recorded in Volume 878, Page 325, of the Official Public Records of Hays County, Texas, and being the most Northerly corner of the remaining portion of said 99.56 acre tract of land and this herein described tract of land;

THENCE with the common line between said 125.0 acre tract of land and the remaining portion of said 99.56 acre tract of land, S 41° 06' 43" E, a distance of 270.93 feet to a point in the common line between said 125.0 acre tract of land and the remaining portion of said 99.56 acre tract of land, and being a Northeasterly corner of this herein described tract of land;

THENCE continuing with the common line between said 125.0 acre tract of land and the remaining portion of said 99.56 acre tract of land, S 40° 30' 11" E, a distance of 1,363.82 feet to a point in the Northwesterly R.O.W. line of Old Bastrop Highway (a variable width R.O.W.), being the most Southerly corner of said 125.0 acre tract of land, and being the most Easterly corner of the remaining portion of said 99.56 acre tract of land and this herein described tract of land;

THENCE with the Northwesterly R.O.W. line of said Old Bastrop Highway, and with the Southeasterly line of the remaining portion of said 99.56 acre tract of land, S 60° 53' 13" W, a distance of 1,447.46 feet to a point in the Northwesterly R.O.W. line of said Old Bastrop Highway, and being a Southeasterly corner of the remaining portion of said 99.56 acre tract of land and this herein described tract of land;

THENCE continuing with the Northwesterly R.O.W. line of said Old Bastrop Highway, and with the Southeasterly line of the remaining portion of said 99.56 acre tract of land, S 60° 44' 41" W, a distance of 561.47 feet to a point in the Northwesterly R.O.W. line of said Old Bastrop Highway, being in the Southeasterly line of the remaining portion of said 99.56 acre tract of land, and being the most Southerly corner of this herein described tract of land;

THENCE departing the Northwesterly R.O.W. line of said Old Bastrop Highway, same being the Southeasterly line of the remaining portion of said 99.56 acre tract of land, and across and through the remaining portion of said 99.56 acre tract of land, the following courses:

N 29° 47' 20" W, a distance of 89.26 feet to a point for a Southerly corner;

N 29° 21' 38" W, a distance of 120.00 feet to a point for a Southerly corner, and being at the beginning of a curve to the right;

With said curve to the right, having an arc length of 181.89 feet, a radius of 50.00 feet, a delta angle of 208° 26' 05", a tangent length of 197.35, and a chord bearing and distance of N 76° 15' 42" W, 96.94 feet to a point for a Southerly corner;

N 29° 21' 38" W, a distance of 815.77 feet to a point for a Southwesterly interior corner;

S 60° 38' 22" W, a distance of 251.21 feet to a point for a Southwesterly corner;

S 60° 38' 22" W, a distance of 275.65 feet to a point for a Southwesterly corner, and being at the beginning of a curve to the right;

With said curve to the right, having an arc length of 103.78 feet, a radius of 227.00 feet, a delta angle of 26° 11' 40", a tangent length of 52.81 feet, and a chord bearing and distance of S 73° 44' 12" W, 102.88 feet to a point for a Westerly corner;

S 86° 52' 31" W, a distance of 97.35 feet to a point for a Westerly corner, and being at the beginning of a curve to the left;

With said curve to the left, having an arc length of 114.77 feet, a radius of 173.00 feet, a delta angle of 38° 00' 36", a tangent length of 59.59 feet, and a chord bearing and distance of S 67° 48' 58" W, 112.68 feet to a point for a Westerly corner;

THENCE continuing across and through the remaining portion of said 99.56 acre tract of land, S 48° 48' 40" W, a distance of 40.23 feet to a point in the Northeasterly R.O.W. line of aforementioned Redwood Road, being in the Southwesterly line of the remaining portion of said 99.56 acre tract of land, and being a Southwesterly corner of this herein described tract of land;

THENCE with the Northeasterly R.O.W. line of said Redwood Road, and with the Southwesterly line of the remaining portion of said 99.56 acre tract of land, N 41° 10' 31" W, a distance of 428.48 feet to the POINT OF BEGINNING, and containing 79.926 acres of land, more or less.

"This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

Bearings based on the Texas State Plane Coordinate System, South Central Zone (4204), North American Datum 1983.

Drew A. Mawyer
Registered Professional Land Surveyor No. 5348
TBPLS Firm Registration #10191500
5151 W SH 46, New Braunfels, Texas, 78132
MOE394- REDWOOD- 79.926 AC- 042720 REV 5/16/20

19023899 DEED Total Pages: 4
Filed and Recorded: 07/16/2019 09:31:00 AM

Unofficial Copy

SPECIAL WARRANTY DEED

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

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS §

THAT, Two Rivers Interests, LP, a Texas limited partnership (hereinafter referred to as "Grantor"), for the sum of Ten and No/100 ($10.00) Dollars and other good and valuable cash consideration in hand paid by Smithco Redwood, LLC, a Texas limited liability company (hereinafter referred to as "Grantee"), whose mailing address is 1400 Post Oak Blvd., Suite 900, Houston, Texas 77056, the receipt and sufficiency of which are hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey, unto Grantee those certain tracts or parcels of land, together with all improvements thereon, more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Property").

This conveyance is made and accepted subject to any and all restrictions, conditions, covenants, easements and reservations, if any, affecting the use of the Property now of record in the Office of the County Clerk of the County in which the Property is situated, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, affecting the use of the Property (the "Permitted Exceptions"). Taxes for the current year are hereby assumed by Grantee.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and Grantee's heirs, executors, administrators and assigns, and subject to the Permitted Exceptions, Grantor does hereby bind Grantor, and Grantor's successors and assigns, to Warrant and Forever Defend all and singular the Property unto Grantee and Grantee's heirs, executors, administrators and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED effective as of the 16th day of July, 2019.

TWO RIVERS INTERESTS, LP,
a Texas limited partnership

By: Two Rivers Interests GP, LLC,
a Texas limited liability company,
its general partner

By: _____
Jim R. Smith, Jr., Manager

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 16 day of July, 2019, by Jim R. Smith, Jr., Manager of Two Rivers Interests GP, LLC, a Texas limited liability company, General Partner of Two Rivers Interests, LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

MICHAEL B. MASSEY
Notary Public, State of Texas
Comm. Expires 3/2/2020
Notary ID 2122563

_____
Notary Public

Unofficial Copy

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Description of a 99.56 acre tract of land, Hays County, Texas.

Being a 99.56 acre tract of land out of the Barnett O. Kane Survey, Hays County, Texas, and being all of that certain called 100 acre tract conveyed to Willie Henk by Partition Deed dated January 14, 1942 and recorded in Volume 123 on pages 403-410 of the Deed Records of Hays County, Texas, and described more particularly by metes and bounds as follows:

BEGINNING at a 1 inch diameter iron pipe found at a corner post in the Southwest line of a 125 acre tract conveyed by Billye Jo Sherrill Lane and James S. Lane to James S. Lane and Billie Jo Sherrill Lane "Trustees of the Sherrill-Lane Trust" by deed dated June 17, 1991 and recorded in Volume 878 on pages 325-328 of the Real Property Records of Hays County, Texas, for the East corner of a 100 acre tract conveyed by Alma Bauerschlag Meyer to George Edward Meyer and wife, Angela Zipp Meyer and Elsie Meyer Wray and husband, Milton E. Wray by deed dated January 22, 1958 and recorded in Volume 173 on pages 44-45 of the Deed Records of Hays County, Texas, for the North corner of the above cited Willie Henk 100 acre tract, for the North corner of the herein described 99.56 acre tract; from said iron pipe, a 1" diameter iron pipe found, the North corner of the said Meyer 100 acre tract bears N. 40° 36' 10" W. 1,616.61 feet;

THENCE with the fence, the Southwest line of the Sherrill-Lane Trust 125 acre tract, the Northeast line of the Willie Henk 100 acre tract, S. 40° 28' 36" E. 270.93 feet to a 1" iron pipe found and S. 39° 56' 22" E. 1,363.97 feet to a 1/2" re-bar rod set at a corner post in the Northwest line of County Road 266, Old San Antonio Road, for the South corner of the Sherrill-Lane Trust 125 acre tract, for the East corner of the Willie Henk 100 acre tract, for the East corner of this 99.56 acre tract;

THENCE with the Northwest line of Old San Antonio Road, the Southeast line of the Willie Henk 100 acre tract, with an unfenced line, S. 61° 31' 31" W. 1,447.81 feet to a 1/2" re-bar rod set at a corner post and with a partially fenced line, S. 61° 20' 00" W. 1,270.63 feet to a 1/2" re-bar rod set at the point of intersection of the Northwest line of Old San Antonio Road with the Northeast line of County Road 232, Redwood Road, for the South corner of the Willie Henk 100 acre tract, for the South corner of this 99.56 acre tract;

THENCE with the unfenced Northeast line of Redwood Road, the Southwest line of the Willie Henk 100 acre tract, N. 40° 34' 17" W. 1,616.67 feet to a 1/2" re-bar rod set for the South corner of the aforesaid Meyer 100 acre tract, for the West corner of the Willie Henk 100 acre tract, for the West corner of this 99.56 acre tract; from said rod, a 1" iron pipe, the West corner of the Meyer 100 acre tract bears N. 41° 06' 30" W. 1,638.04 feet;

THENCE with the Southeast line of the Meyer 100 acre tract, the Northwest line of the Willie Henk 100 acre tract, with an unfenced line, N. 61° 01' 22" E. 1,334.45 feet to a 1/2" re-bar rod set at a fence corner post, and with a fence, N. 61° 03' 44" E. 664.52 feet to a 1/2" re-bar rod set at a post and N. 60° 53' 02" E. 730.92 feet to the Place of Beginning.

Unofficial Copy

THE STATE OF TEXAS
COUNTY OF HAYS

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

19023899 DEED
07/16/2019 09:31:00 AM Total Fees: $34.00

Elaine H. Cárdenas, MBA, PhD,County Clerk
Hays County, Texas

Elaine H Cárdenas

Unofficial Copy

City of San Marcos

630 East Hopkins
San Marcos, TX 78666

Legislation Text

File #: Ord. 2020-52, **Version:** 1

AGENDA CAPTION:
Consider approval of Ordinance 2020-52, on first and final reading, ordering a General Election to be held on November 3, 2020 for the purpose of electing a Mayor, City Council Member, Place Three, City Council Member, Place Four, and ordering a Special Election to fill a vacancy for the one year remainder of the unexpired term of office of City Council Member Place Five to be conducted concurrently with the General Election; making provisions for conducting the election; declaring an emergency creating the need to adopt this ordinance with only one reading; and providing an effective date.

Meeting date: August 4, 2020

Department: City Clerk

Amount & Source of Funding
Funds Required: TBD
Account Number: 100.10001101.52425
Funds Available: $38,000
Account Name: Election Fund

Fiscal Note:

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

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

Choose an item.

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

☐ Parks, Public Spaces & Facilities - Choose an item.

☐ Transportation - Choose an item.

☐ Not Applicable

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

Choose an item.

Background Information:

According to Texas Election Code Section 3.005 (c)(2), the last day to call the General Election of the City of San Marcos is August 17, 2020. Due to the time sensitive nature of this Ordinance, it is being proposed as an Emergency and will have only one reading. The Countywide Early Voting and Election Day polling places will not be set by the Hays County Commissioners Court until August 11. A separate ordinance setting out the polling places for the Election will be presented for Council approval on August 18.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Click or tap here to enter text.

powered by Legistar™

ORDINANCE NO. 2020-52

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2020 FOR THE PURPOSE OF ELECTING A MAYOR, CITY COUNCIL MEMBER, PLACE THREE, CITY COUNCIL MEMBER, PLACE FOUR, AND ORDERING A SPECIAL ELECTION TO FILL A VACANCY FOR THE ONE YEAR REMAINDER OF THE UNEXPIRED TERM OF OFFICE OF CITY COUNCIL MEMBER, PLACE 5 TO BE CONDUCTED CONCURRENTLY WITH THE GENERAL ELECTION; MAKING PROVISIONS FOR CONDUCTING THE ELECTION; DECLARING AN EMERGENCY CREATING THE NEED TO ADOPT THIS ORDINANCE WITH ONLY ONE READING; AND PROVIDING AN EFFECTIVE DATE

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

SECTION 1. A general and special election is ordered to be held by the City of San Marcos (the "City") at the various polling places and election precincts within the corporate limits of the City, yet to be designated, on November 3, 2020 from the hours of 7:00 a.m. to 7:00 p.m. This general and special city election will be conducted jointly with Hays County and will be administered for the City by the Hays County Elections Administrator. At the general election the qualified voters of the City will elect a Mayor for a term of two years, City Council Member for Place 3 and a City Council Member for Place 4 with each Council Member position having a term of three years. At the special election, the qualified voters of the City will elect a candidate to fill a vacancy in the office of Council Member Place 5 for the one-year remainder of the unexpired term of that office. The official canvass of the election shall be held November 16, 2020, following Election Day. In the event it becomes necessary to conduct a runoff election it will be necessary to call the runoff election on the same day the final canvass of the main election is completed, November 16, 2020. The runoff election shall be held on December 1, 2020. Canvass of the returns of the runoff election, if necessary, shall be held on December 9, 2020.

SECTION 2. The election will be held in accordance with the provisions of the Charter and Ordinances of the City of San Marcos and the laws of the State of Texas. The deadline for filing by candidates for the position of Mayor, Council Member, Place 3 and Council Member, Place 4 is 5:00 p.m. on August 17, 2020. The deadline for filing by candidates for the position of Council Member, Place 5 for the one-year remainder of the unexpired term of that office is 6:00 p.m. on August 20, 2020.

SECTION 3. An executed copy of this Ordinance will serve as proper notice of the election.

SECTION 4. Notice of the election, including a Spanish translation thereof, will be published at least once in a newspaper published in San Marcos on or after October 4, 2020 and on or before October 24, 2020, and will be posted on the bulletin board at City Hall on or before October 13, 2020.

SECTION 5. A writ of election as required by the Texas Election Code will be delivered on or before October 19, 2020 by the Hays County Election Administrator to the presiding and alternate judges of each election precinct in which the election is ordered to be held.

SECTION 6. If any portion of this Ordinance is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect.

SECTION 7. The importance of this Ordinance creates an emergency and an imperative public necessity, and the provisions of the Charter requiring that ordinances be presented at two separate meetings be waived and, this Ordinance will take effect immediately upon adoption.

CONSIDERED, APPROVED, AND ADOPTED on August 4, 2020

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

Approved:

Michael J. Cosentino
City Attorney

File #: Ord. 2020-53, **Version:** 1

AGENDA CAPTION:
Consider approval of Ordinance 2020-53, on the first of two readings, appointing a Presiding Judge for the San Marcos Municipal Court of Record for a term of two years; and providing an effective date.

Meeting date: August 4, 2020

Department: City Council

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

Fiscal Note:

Prior Council Action: Council last appointed Judge Landry to this position on October 16, 2018

City Council Strategic Initiative: N/A

Choose an item.

Comprehensive Plan Element (s): ☒ Not Applicable

Master Plan: N/A

Background Information:
On October 18, 2018 the City Council approved an Ordinance appointing Judge Dallari Landry as the Presiding Judge for the San Marcos Municipal Court of Record. That appointment will expire on October 31, 2020. This re-appointment will be effective on November 1, 2010 and will be for a 2-year duration. During the FY21 budget policy workshop, Council gave direction and support to move Judge Landry's position from part-time to full-time effective October 1, 2020.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

The staff recommendation is to approve this ordinance re-appointing Judge Dallari Landry as Presiding Judge for the San Marcos Municipal Court of Record.

ORDINANCE NO. 2020-53

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPOINTING A PRESIDING JUDGE FOR THE SAN MARCOS MUNICIPAL COURT OF RECORD FOR A TERM OF TWO YEARS; AND PROVIDING AN EFFECTIVE DATE

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

SECTION 1. Dallari Landry is hereby appointed as presiding judge of the San Marcos Municipal Court of Record for a term of two years.

SECTION 2. The term of office for the appointment under Section 1 shall commence on November 1, 2020.

PASSED AND APPROVED on first reading on August 4, 2020.

PASSED, APPROVED AND ADOPTED on second reading on August 18, 2020.

Jane Hughson
Mayor

Attest:

Approved:

Tammy K. Cook
Interim City Clerk

Michael J. Cosentino
City Attorney

City of San Marcos

630 East Hopkins
San Marcos, TX 78666

Legislation Text

File #: Ord. 2020-54, **Version:** 1

AGENDA CAPTION:
Consider approval of Ordinance 2020-54, on the first of two readings,amending section 78.103 of the San Marcos City Code to modify the amounts of additional fees to be assessed and paid on delinquent hotel occupancy taxes and to provide for a one percent discount against the amount of taxes due when timely paid; providing a savings clause; providing for the repeal of any conflicting provisions; and declaring an effective date.

Meeting date: August 4, 2020

Department: Convention and Visitor Bureau

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

Fiscal Note:
Prior Council Action: On April 7, City Council adopted an ordinance to temporarily wave the late charges and fee for delinquent payment of hotel occupancy taxes under sec 78.103 of the San Marcos City Code for payments due April, May and June. An extension was later granted to include payment due in July.

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

Choose an item.

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

☐ Parks, Public Spaces & Facilities - Choose an item.

☐ Transportation - Choose an item.

☒ Core Services

☐ Not Applicable

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

Choose an item.

Background Information:

In late March, a group of hotel owners requested the City of San Marcos review and revise Article 5 Hotel Occupancy Tax, Sec78.103 reporting and payment ordinance. The request was to lower delinquent penalties and fees amounts.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Current Ordinance: 15% penalty of the assessed HOT is due in addition to the amount of tax owed if taxes are postmarked/paid after the due date; **additional charge of 1% per month** of the total amount due, including penalties, will be assessed if payment is not received within 60 days of the due date (City of San Marcos Code of Ordinances Subpart A. Chapter 78, Article 5. Sec. 78.102)

Recommendation - Two-phase approach (See Attachment)

Phase One - August 2020 - September 2023
1st day - $50 fee
31st day - $75 fee
61st day - $100 fee
91st day - 10% penalty of the assessed Hotel Occupancy Tax

Phase Two - October 2023 and beyond
1st day - $100 fee
31st day - 10% penalty of the assessed Hotel Occupancy Tax

In addition to the change, allowing for a 1% discount of the HOT due per reporting cycle if paid on or before due date. (State of Texas Sec. 351.005) This has been discussed during hotel meetings for several years but had not been requested until now.

ORDINANCE NO. 2020-54

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING SECTION 78.103 OF THE SAN MARCOS CITY CODE TO MODIFY THE AMOUNTS OF ADDITIONAL FEES TO BE ASSESSED AND PAID ON DELINQUENT HOTEL OCCUPANCY TAXES AND TO PROVIDE FOR A ONE PERCENT DISCOUNT AGAINST THE AMOUNT OF TAXES DUE WHEN TIMELY PAID; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF ANY CONFLICTING PROVISIONS; AND DECLARING AN EFFECTIVE DATE.

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

SECTION 1. Section 78.103 of the San Marcos City Code is amended as set forth below. Underlining indicates added text, and strikethroughs indicate deleted text.

Sec. 78.103. Reporting and payment.

(a) Every person required in subsection 78.102(d) to collect a hotel occupancy tax shall file a report with the director of finance showing the amount paid for all rooms during each calendar month, the amount of tax collected and any other information the city may reasonably require.

(b) Reports shall be filed and the full amount of taxes due shall be paid by the 20th of every month following the end of each calendar month. <u>The city will apply a one percent discount to the total amount due per reporting period if the amount due is paid on or before the due date.</u>

(c) Reports shall be filed and taxes shall be paid at the city finance department. The director of finance is designated to provide receipts showing amounts paid, certificates stating that no tax is due and statements of the amount due.

(d) Electronic versions of the reports are available for hotels on the city's website. A report is due from a hotel even if no tax is due. The hotel occupancy tax report must be filled out completely and signed. If the report is not filled out completely and signed, it will be considered an incomplete report and returned to the owner. Penalties and interest will continue to accrue until the report is filled out completely and returned to the director of finance.

(e) <u>When the total amount due is not received by the due date,</u> ~~A~~ <u>a</u> late charge ~~of 15 percent of~~ ~~the total amount due that is not received by the due date~~ will be assessed against persons required to collect the tax under subsection 78.102(d)~~.~~ <u>as follows:</u>

(1) For hotel occupancy taxes required to be collected for the months of August 2020 through September 2023:

a. $50.00 if paid on the first through 30th days after the due date;

b. $75.00 if paid on the 31st through 60th days after the due date;

c. $100.00 if paid on the 61st through 90th days after the due date; and

d. 10 percent of the total amount due if paid on or after the 91st day after the due date.

(2) For hotel occupancy taxes required to be collected for the month of October 2023 and any month thereafter:

a. $100.00 if paid on the first through 30th days after the due date; and

b. 10 percent of the total amount due if paid on or after the 31st day after the due date.

(f) An interest charge of one percent per month of the total amount due, including late charges and accrued interest, that is not received within 60 days of the due date will be assessed against persons required to collect a tax under subsection 78.102(d).

(g) In addition to other remedies available to the city, the persons required to collect a tax under subsection 78.102(d) are liable to the city for the city's reasonable attorney's fees in collecting delinquent hotel occupancy taxes and penalties.

(h) It is unlawful for any person to file a report under this section which contains any materially false or misleading information.

(i) For purposes of this section, the date indicated by a U.S. Post Office postmark on an envelope mailed to the city at its correct address, containing a report or payment due under this section, is considered the date of receipt by the city.

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

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

SECTION 4. This ordinance shall become effective upon passage, approval and adoption on second reading.

PASSED AND APPROVED on first reading on August 4, 2020.

PASSED, APPROVED AND ADOPTED on second reading on August 18, 2020.

Jane Hughson
Mayor

Attest:

Approved:

Tammy K. Cook
Interim City Clerk

Michael J. Cosentino
City Attorney

MEMO

TO: CMO Team

FROM: Rebecca Ybarra, Director of Destination Services

DATE: May 19, 2020

RE: Area City Hotel Occupancy Tax (HOT) Reporting Policy

The following information is in support of a request to change the current City of San Marcos Hotel Occupancy Tax (HOT) Reporting Policy. The request was made by the San Marcos Hotel Owners group who met with City Manager Bert Lumbreras and Economic and Development Manager Scott Hardwick.

On April 7, City Council approved an ordinance to temporarily wave late charges and fees for delinquent payments due April 20, May 20 and June 20. An extension of this temporary waiver is scheduled for action on the June 16 council agenda. This extension will continue to offer hotels relief until a permanent change of payment policy is approved.

Below are the HOT reporting policies for Austin, Buda, Kyle, New Braunfels, San Antonio and San Marcos. Five of six cities impose penalties immediately after the due date. Penalty percentages vary from five to fifteen percent. State of Texas allows for each community to set penalties of up to 15% for payments not received on the due date. (EXHIBIT A)

The State of Texas Tax Code offers the option for municipalities to collect hotel occupancy taxes on a monthly or quarterly basis. San Marcos City Council adopted a change to the reporting cycle from quarterly to monthly in December 2013 (Ordinance No. 2013-67).

The State of Texas Comptroller HOT Payment Policy is also included below. A discount of one percent of the tax due per reporting cycle is offered for those who pay State taxes before the due date. (EXHIBIT B)

The Hotel Owners Group, representing more than 50% of all properties in San Marcos, requested a change to reporting policy to mirror that of the City of New Braunfels.

The Convention and Visitor Bureau hosts weekly with the San Marcos Hotel Owners group to discuss the current climate, marketing ideas and to share operational best practices. With the input from the hotel owner group, a recommendation for City Council's consideration is included. (EXHIBIT C)

EXHIBIT A

Area City	Reporting Cycle	Due Date	Late Payment Penalties	Post COVID19 Report Policy
Austin	Quarterly	Last day of month	**5% penalty** if submitted at least 1 day after due date (End of the next month – Apr 30, Jul 31, Oct 31, Jan 31); **5% penalty** if submitted more than 60 days after due date; **10% interest per annum** if submitted more than 60 days after due date	"SUSPEND all deadlines imposed by City Code, ordinance rule, or other regulation until May 30, 2020." Quarterly Report date due April 30 is now due May 30, 2020.
Buda	Monthly	20th of month	**5% penalty** if submitted at least 1 day after due date (20th of next month); **Additional 5% penalty** for each 30 Days	60-day deferral of hotel occupancy tax payments for March 20, 2020 and April 20, 2020, with an additional offering of forgiving up to $5,000 of deferred HOT payments ($45,000 available for hotel occupancy tax forgiveness)
Kyle	Quarterly	Last day of month	**5% penalty** if submitted at least 1 day after due date (End of the next month); **Additional 1% penalty** per month	There are no changes to current policy.
New Braunfels	Monthly	20th of month	**1st day** - $50 penalty **31st day** - $75 penalty **61st day** - $100 penalty **91st day** - 15% penalty of the assessed Hotel Occupancy Tax, plus separate misdemeanor charges for failure to file and pay	Waive all late fees associated with delinquent filings. Applies to February 2020 taxes moving forward
San Antonio	Monthly	21st of month	**5% penalty** if paid during the second month following the reporting period. Additional **5% penalty** if paid during third month following the reporting period; **Late penalties capped at 10%**; **Interest accrues at a rate of 10%** per annum if paid during or after the second month following the report period; **Interest continues to accrue each month** until taxes are paid in full	
San Marcos	Monthly	20th of month	**15% penalty of the assessed HOT** is due in addition to the amount of tax owed if taxes are postmarked/paid after the due date; **additional charge of 1% per month** of the total amount due, including penalties, will be assessed if payment is not received within 60 days of the due date (City of San Marcos Code of Ordinances Subpart A. Chapter 78, Article 5. Sec. 78.102)	Waive all late fees and penalties associated with delinquent filings; applies to payments due April 20, May 20 and June 20. Valid for 90 days per each report

EXHIBIT B

State of Texas	Cycle	Due Date	Late Payment Penalties	
Comptroller	Monthly or Quarterly	20th of month or each calendar month or calendar quarter	**1st day** - $50 penalty **1st day** – 5% penalty of the assessed Hotel Occupancy Tax **31st day -** 10% penalty of the assessed Hotel Occupancy Tax **61st** - Interest penalty (prime rate plus one percent)	*Texas Tax Code Sec. 351.005* 1% discount of the HOT due per reporting cycle if paid on or before due date.

EXHIBIT C Recommendation

San Marcos	Cycle	Date	**Late Payment Policy**	**Support**
August 2020-September 2023	Monthly	20th of month	**1st day** - $50 fee **31st day** - $75 fee **61st day** - $100 fee **91st day** - 10% penalty of the assessed Hotel Occupancy Tax	Most pay on time. When they do not pay on time, they only need a month or two to catch up. Exception is in extreme circumstances like current one.
Beginning October 2023	Monthly	20th of month	**1st day** - $100 fee **31st day** - 10% penalty of the assessed Hotel Occupancy Tax	
1% Discount	Monthly	20th of month	1% discount of the HOT due per reporting cycle if paid on or before due date.	*Texas Tax Code Sec. 351.005*

The request is a two-phase request. First phase is August 2020 through September 2023. Projections of recovery take us through Summer of 2023. This mirrors New Braunfels' current policy. This will allow hotels to catch up on payments after a devasting 2020. Phase two will begins during a new fiscal year and what we anticipate is post recovery.

Most pay on time. When they do not pay on time, they only need a month or two to catch up. Exception is in extreme circumstances like current one.

Texas Tax Code Sec. 351.005. REIMBURSEMENT FOR EXPENSES OF TAX COLLECTION AND USE OF ELECTRONIC TAX ADMINISTRATION SYSTEM.
(a) A municipality may permit a person who is required to collect and pay over to the municipality the tax authorized by this chapter to withhold not more than one percent of the amount of the tax collected and required to be reported as reimbursement to the person for the cost of collecting the tax.
(c) The municipality may provide that the reimbursement provided or required by this section be forfeited because of a failure to pay the tax or to file a report as required by the municipality

ORDINANCE NO. 2020-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS TEMPORARILY WAIVING THE 15 PERCENT LATE CHARGE AND THE 1 PERCENT PER MONTH INTEREST CHARGE FOR DELINQUENT PAYMENT OF HOTEL OCCUPANCY TAXES UNDER SECTION 78.103 OF THE SAN MARCOS CITY CODE DUE TO THE COVID-19 PANDEMIC; PROVIDING FOR ADOPTION OF THIS ORDINANCE AS AN EMERGENCY MEASURE ON ONLY ONE READING; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

1. Due to the current COVID-19 pandemic, travel restrictions, and cancellation of conferences and room reservations, hotels within San Marcos are experiencing decreased revenue and difficulty in meeting their financial obligations.

2. Under Section 78.103, Subsection (b) of the San Marcos City Code, the operators of hotels are required to file monthly reports and to remit hotel occupancy taxes in full to the city's finance department. The reports and payments are due by the 20th of each month following the previous month of collection from hotel guests.

3. Section 78.103, Subsection (e) assesses a late charge of 15 percent of the total amount of hotel taxes that are not received by the due date.

4. Section 78.103, Subsection (f) assesses an interest charge of one percent per month of the total amount due, including late charges and accrued interest, that is not received within 60 days of the due date.

5. In order to relieve the financial burden on hotels in San Marcos, the San Marcos City Council deems it necessary to waive the 15 percent late charge and 1 percent interest charge for a period of 90 days during the COVID-19 pandemic.

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

SECTION 1. Late charges and interest charges that would otherwise accrue and be assessed under Section 78.103 of the San Marcos City Code, due to the failure to timely remit payment of city hotel occupancy taxes, are hereby waived and shall not be applied to monthly payments that become due on April 20, 2020, May 20, 2020, and June 20, 2020.

SECTION 2. The temporary waivers provided in Section 1 of this ordinance may be extended by subsequent ordinance of the City Council during the continuation of the current declaration of a local state of disaster within San Marcos, Texas due to the COVID-19 pandemic.

SECTION 3. Nothing in this ordinance shall be construed as a waiver of the obligation of any person operating a hotel in San Marcos to collect, report, and remit hotel occupancy taxes.

SECTION 4. The importance of this ordinance creates an emergency and an imperative public necessity, and the provisions of the San Marcos City Charter requiring that ordinances be presented at two separate meetings are hereby waived and, this ordinance will take effect immediately upon adoption.

PASSED AND APPROVED ON ONE READING on April 7, 2020.

Jane Hughson
Mayor

Attest:

Approved:

Tammy K. Cook
Interim City Clerk

Michael J. Cosentino
City Attorney

City of San Marcos

630 East Hopkins
San Marcos, TX 78666

Legislation Text

File #: Ord. 2020-55, **Version:** 1

AGENDA CAPTION:
Consider approval of Ordinance 2020-55, on the first of two readings, amending the City's 2019-2020 Fiscal Year Budget to allocate $148,250.00 from the Municipal Court Technology Fund to provide funding for an updated Municipal Court Case Management System and expansion of the City's Ticket Writing System; and declaring an effective date.

Meeting date: August 4, 2020

Department: Finance Department with the Municipal Court

Amount & Source of Funding
Funds Required: $148,250 (integration, implementation, and 1-year maintenance)
Account Number: 12023000-42025
Funds Available: $203,159.76 Click or tap here to enter text.
Account Name: Municipal Court Technology Fund.

Fiscal Note:

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

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

Choose an item.

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

☐ Parks, Public Spaces & Facilities - Choose an item.

☐ Transportation - Choose an item.

x Core Services

☐ Not Applicable

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

Choose an item.

Background Information:

These projects were appropriated in the Fiscal Year 2019 Budget. However, there were no contracts signed by the end of the Fiscal Year, thus the appropriation simply closed to the Municipal Court Technology Fund reserves and must now be re-appropriated.

During Fiscal Year 2020 the stakeholders have been working on the options. The Municipal Court administers the Court Case Management System. Through 2020, the Court, in partnership with the Information Technology Department and the Purchasing Division, reviewed and analyzed two major systems. They selected the Vertosoft LLC system. The Vertosoft system costs $95,000 with an additional $3,250 necessary to build some integrations with other applications.

The Ticket Writing request is an expansion of the City's Brazos Ticketwriter system currently used by our Police Department. This project will permit Park Rangers, Animal Control, Fire Marshal, and Code Enforcement employees to also use the system. A total of 31 additional licenses will be purchased for these departments; another 48 licenses will be purchased and assigned to the Police Department to ensure all officers can now use the automated ticketing system. The total cost of the ticketing expansion will be approximately $80,000.

The ticketing project expenditures include additional hardware and integration costs.
The importance of this project is these departments are manually writing tickets, then the tickets have to be entered into the court's case management system. Purchasing an automated system will permit all tickets to be automatically loaded and managed in the Court Case system.

The Municipal Court Technology Fund has a balance of over $215,000 as of July, 2020. The Fund's revenue source is based on a $4 fee on all court-imposed adjudications. Because we have not completed Fiscal Year 2020, the known beginning fund balance of $203,159.76 was illustrated as available funds.

The Court Case Software has a first-year cost of $98,250, including integration and all other project costs. There is an estimated annual maintenance cost of $20,911.00 for an additional four years for a total five-year

contract term. This money will be appropriated in the 2021 Budget.

The Ticket Writing software is budgeted for a total cost of $80,000. However, $30,000 of this cost is already appropriated in the Police Department's Capital Outlay budget. The $50,000 needed balance will, again, be appropriated from the Municipal Court Technology Fund. Future maintenance for the software will be budgeted in the appropriate Funds.

Sources and Uses

Sources	Fund	Amount	Total
	Municipal Court Technology Fund	$148,250	
	Police Department Capital Outlay	30,000	
Total Sources			**$178,250**
Uses	Municipal Court Case Management Software	$98,250	
	Ticket Writing Software Expansion	80,000	
Total Uses			**$178,250**

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Staff members recommend the appropriation of $148,250.00 from the Municipal Court Technology Fund in order to complete the contracts for the Municipal Court Case Management system and the Ticket Writing expansion application.

powered by Legistar™

ORDINANCE NO. 2020-55

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING THE CITY'S 2019-2020 FISCAL YEAR BUDGET TO ALLOCATE $148,250.00 FROM THE MUNICIPAL COURT TECHNOLOGY FUND TO PROVIDE FUNDING FOR AN UPDATED MUNICIPAL COURT CASE MANAGEMENT SYSTEM AND EXPANSION OF THE TICKET WRITING SOFTWARE SYSTEM; AND DECLARING AN EFFECTIVE DATE.

RECITALS:

In accordance with Section 8.16 of the City Charter, the City Council declares that a public necessity exists that requires an amendment to the City's 2019-2020 Fiscal Year Budget.

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

SECTION 1. The City's Budget Ordinance for the 2019-2020 Fiscal Year is amended as set forth in the attached Exhibit A to allocate $148,250.00 from the Municipal Court Technology Fund to provide funding for an updated Municipal Court Case Management System and expansion of the Ticket Writing Software System.

SECTION 2. These revisions will be incorporated into the 2019-2020 Fiscal Year City Budget.

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

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

PASSED AND APPROVED on first reading on August 4, 2020.

PASSED, APPROVED AND ADOPTED on second reading on August 18, 2020.

Jane Hughson
Mayor

Attest:

Approved:

Tammy K. Cook
Interim City Clerk

Michael J. Cosentino
City Attorney

EXHIBIT A

Sources	Fund	Amount	Total
	Municipal Court Technology Fund	$148,250	
	Police Department Capital Outlay	30,000	
Total Sources			**$178,250**
Uses	Municipal Court Case Management Software	$98,250	
	Ticket Writing Software Expansion	80,000	
Total Uses			**$178,250**

City of San Marcos

630 East Hopkins
San Marcos, TX 78666

Legislation Text

File #: Res. 2020-159R, **Version:** 1

AGENDA CAPTION:
Consider approval of Resolution 2020-159R, approving an agreement with Vertosoft LLC through the Interlocal Purchasing System ("TIPS") for the purchase of the LT Court Software System for the San Marcos Municipal Court in the initial amount of $95,000.00 for the integration, installation and one year of maintenance and authorizing four additional years of maintenance at a cost of $20,000.00 per year for a total contract amount of $175,000.00; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.
Meeting date: August 4, 2020

Department: Municipal Court - Dallari Landry, Municipal Court Judge (By Lynda Williams, Purchasing Manager)

Amount & Source of Funding
Funds Required: $95,000.00 (integration, implementation, and 1-year maintenance)
Account Number: 12023000.42025
Funds Available: Click or tap here to enter text.
Account Name: Click or tap here to enter text.

Fiscal Note:

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

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

Choose an item.

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

☐ Parks, Public Spaces & Facilities - Choose an item.

☐ Transportation - Choose an item.

☐ Core Services

☐ Not Applicable

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

Choose an item.

Background Information:

The existing Court Case Software, JustWare, will expire in June 2021 and the Municipal Court would like to contract for a new software system now to begin integration and implementation in order to be operational by June 2021. Municipal Court's Administrator and her team have researched and conducted demos on an array of software options and propose the selection of LT Systems, Inc. through Vertosoft, LLC cooperative contract #200105 with TIPS Purchasing Cooperative. The City of San Marcos is authorized by the Local Government Code, Chapter 271, to participate in cooperative purchasing programs.

This purchase is for a one-year term from the date of award with a first-year cost of $95,000 and an estimated annual renewal cost of $20,000.00 for an additional four years for a total five year contract term and total contract price of $175,000.00.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Staff recommends a contract with Vertosoft LLC for the LT Systems Inc. Court Software for the amount of $95,000.00 and an estimated annual renewal of $20,911.00 per year for the next four years.

RESOLUTION NO. 2020-159R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING AN AGREEMENT WITH VERTISOFT LLC THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS) FOR THE PURCHASE OF THE LT COURT SOFTWARE SYSTEM FOR THE SAN MARCOS MUNICIPAL COURT IN THE INITIAL AMOUNT OF $95,000.00 FOR THE INTEGRATION, INSTALLATION AND ONE YEAR OF MAINTENANCE AND AUTHORIZING FOUR ADDITIONAL YEARS OF MAINTENANCE AT A COST OF $20,000.00 PER YEAR FOR A TOTAL CONTRACT AMOUNT OF $175,000.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. An agreement with Vertisoft LLC through the Interlocal Purchasing System (TIPS) for the purchase of the LT Court Software System for the San Marcos Municipal Court in the initial amount of $95,000.00 for the integration, installation and one year of maintenance and authorizing four additional years of maintenance at a cost of $20,000.00 per year for a total contract amount of $175,000.00 is approved.

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

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

ADOPTED on August 4, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

FROM
Jay Colavita
Vertosoft LLC
1602 Village Market Blvd, Suite 215
Leesburg, VA 20175

DUNS# 080431574
Cage Code: 7QV38
Federal Tax ID: 81-3911287
Business Size: Small Business
sales@vertosoft.com
Fax: 571-291-4119
www.vertosoft.com

PHONE
703-568-4703

FOR
San Marcos Municipal Court

ADDRESS
712 S Stagecoach Trail
San Marcos
TX 78666

TO
Dallari Landry

EMAIL
dlandry@sanmarcostx.gov

QUOTE NUMBER
4360

DATE
May 13, 2020

VALID UNTIL
September 15, 2020 at 5:54PM

Vertosoft TIPS LT Systems Quote for San Marcos Municipal Court

TIPS Contract # 200105
Payment Terms - Net 30

Delivery Type: Electronic

Government Customer Ship To: San Marcos Municipal Court

712 S Stagecoach Trail
San Marcos, TX 78666

Subscription Term - 1 Year from the date of award

LT Systems Court Software Additional Cost if Cloud Hosting of Data if required	20,000.00 x 1 20,000.00
LT Systems Deployment One-time cost	50,000.00 x 1 50,000.00
LT Systems Installation One-time cost	10,000.00 x 1 10,000.00

LT Systems Conversion One-time cost	15,000.00 x 1 15,000.00
LT Systems Training 3 Days On Site Training	x 1
Total	**$95,000.00**

Year 2 Subscription Cost - $20,000.00

LT Systems Proposal

SanMarcosProp

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number and Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

File #: Res. 2020-160R, **Version:** 1

AGENDA CAPTION:
Consider approval of Resolution 2020-160R, approving Change in Service No. 5 to the agreement with Tyler Technologies, Inc. for expansion of the Brazos eCitation Ticketwriter system in the amount of $79,977.00 and authorizing approve four additional annual renewals in the amount of $36,032.00; authorizing the City Manager or his designee to execute the appropriate documents to implement the Change in Service; and declaring an effective date.
Meeting date: August 4, 2020

Department: Municipal Court - Dallari Landry, Municipal Court Judge (By Lynda Williams, Purchasing Manager)

Amount & Source of Funding
Funds Required: $79,977.00 expansion plus estimated annual renewals of $36,032.00 for 4 years.
Account Number: 12023000-42025 $50,000, CAPE-GENERALC-EQUIP-POLICE $29,977.00.
Funds Available: Click or tap here to enter text.
Account Name: Click or tap here to enter text.

Fiscal Note:
Prior Council Action: Resolution 2016-133R: Council approval of an upgrade to Tyler Technologies, Inc. to include ticket writer devices and associated printers for the Police Department in the total amount of $144,677.00.

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

Choose an item.

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

☐ Parks, Public Spaces & Facilities - Choose an item.

☐ Transportation - Choose an item.

☐ Core Services

☐ Not Applicable

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

Choose an item.

Background Information:

The City's current enterprise resource planning and financial system, Tyler Technologies, was expanded in 2016 to include the Brazos eCitation system to support the Police Department.

This proposed Change in Service is for additional expansion of the eCitation system to include additional hardware and software to support and enhance capabilities of the PD Patrol Operations, Park Rangers, Animal Services, Code Compliance and the Fire Marshal. The total amount of the expansion is $79,977.00 and the estimated annual renewal and maintenance for these upgrades is $36,032 per year. Staff is requesting that Council authorize four additional years of maintenance.

The electronic ticketing and data collection tool is capable of capturing data for issuing and processing citations; through a paperless ticket writing system it reduces the staff time needed to process citations by updating the court system via wi-fi when on a shared network.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Staff recommends approval of this Change in Service to the Brazos eCitation Software System, Tyler Technologies, Inc. (Contract No. 216-349) in the amount of $79,977.00 and an estimated annual renewal of $36,032 per year for the next four years.

RESOLUTION NO. 2020-160R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING CHANGE IN SERVICE NO. 5 TO THE AGREEMENT WITH TYLER TECHNOLOGIES, INC. (CONTRACT NO. 216-349) FOR THE EXPANSION OF THE BRAZOS ECITATION TICKETWRITER SYSTEM IN THE ESTIMATED AMOUNT OF $79,977.00 AND AUTHORIZING FOUR ADDITIONAL ANNUAL RENEWALS IN THE AMOUNT OF $36,032.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE APPROPRIATE DOCUMENTS TO IMPLEMENT THE CHANGE IN SERVICE; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. A Change in Service to the agreement with Tyler Technologies, Inc. (Contract No. 2016-349) for the expansion of the Brazos ECitation Ticketwriter System in the estimated amount of $79,977.00 and authorizing four additional annual renewals in the amount of $36,032.00 is approved.

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

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

ADOPTED on August 4, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

EXHIBIT B
AUTHORIZATION OF CHANGE IN SERVICE

CONTRACT NUMBER / CONTRACT NAME:	**216-349 Brazos eCitation Ticket Writers**	
CITY REPRESENTATIVE:	**Brigette Clack, Information Technology**	
CONTRACTOR:	**Tyler Technologies, Inc.**	
CONTRACT EFFECTIVE DATE:	**September 27, 2016**	
THIS AUTHORIZATION DATE:	**August 4, 2020**	**AUTHORIZATION NO.: 5**

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

This change in service is for the expansion of existing Brazos eCitation electronic ticketing & data collection tool capable of capturing data for issuing and processing citations.

This expansion of the existing eCitation tool is to support the Police Department Patrol Operations, Park Rangers, Animal Services, Code Compliance, and the Fire Marshal.

Parties agree to be bound by the Standard Terms and Conditions found: sanmarcostx.gov/StandardTermsandConditions

Original Contract Amount:		$ 128,782.98
Previous Increases/Decreases in Contact Amount:		$ 64,944.07
This Increase/Decrease in Contract Amount:		$ 79,977.00
Revised Contract Amount:		$ 273,704.05

CONTRACTOR:

Signature

Date

James Mulvey / Account Representative
Print Full Name / Title (if not in individual capacity)

CITY:

Signature

Date

Bert Lumbreras, City Manager
Print Name

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

Account Number(s):	Amount	Date
# MCT Technology Fund: 12023000.42025	$ 50,000.00	07/15/2020
# CAPE -GENERALC -EQUIP -POLICE (FY19 Capital Outlay)	$ 29,977.00	07/15/2020
#	$	

Brazos Ticket Writers

Rv: 07.15.20

SM Police Dept	Estimated Costs	Year 1 Annual Maint	QTY	License	Total
Annual License & Subscriptions -**Contract #216-349**	**Existing Contract**	$19,068.77	1	$19,068.77	$19,068.77
Handheld License iOS Conversion	$500.00	-	1	$500.00	$500.00
Third Party Hardware, Software, & Services			**QTY**	**Unit Price**	**Total**
Brother-Rugged Pocketjet Printer - *AC Charger*	$294.00	-	7	$42.00	$294.00
Brother, Rugged Pocketjet Printer - *Bluetooth*	$3,983.00		7	$569.00	$3,983.00
TOTAL	**$4,777.00**	**$19,068.77**			
SM Police Dept - ADDITIONAL	**Estimated Costs**	**Year 1 Annual Maint**	**QTY**	**License**	**Total**
Additional 58 Licenses for entire Dept	$33,600.00	$7,056.00	48	$700.00	$33,600.00
Brazos Hosting Fee for addt'l licenses	-	$2,352.00	1	$2,352.00	$2,352.00
Third Party Hardware, Software, & Services			**QTY**	**Unit Price**	**Total**
Brother-Rugged Pocketjet Printer - *AC Charger*	$588.00	-	14	$42.00	$588.00
Brother, Rugged Pocketjet Printer - *Bluetooth*	$8,535.00	-	15	$569.00	$8,535.00
TOTAL	**$42,723.00**	**$9,408.00**			

Park Rangers	Estimated Costs	Year 1 Annual Maint	QTY	License	Total
Module for Park Rangers	$3,250.00	$683.00	1	$3,250.00	$3,250.00
eCitation - Framework license (13)	$9,100.00	$1,911.00	13	$700.00	$9,100.00
Brazos Hosting Fee	-	$865.00	1	$865.00	$865.00
Third Party Hardware, Software, & Services			**QTY**	**Unit Price**	**Total**
Brother-Rugged Pocketjet Printer - *AC Charger* (4)	$168.00	-	4	$42.00	$168.00
Brother, Rugged Pocketjet Printer - *Bluetooth* (4)	$2,276.00	-	4	$569.00	$2,276.00
TOTAL	**$14,794.00**	**$3,459.00**			

Code Enforcement	Estimated Costs	Year 1 Annual Maint	QTY	License	Total
Civil eCitation Ticket Writing	$2,176.29	$456.86	3	$725.43	$2,176.29
eCitation - Framework	$2,100.00	$441.00	3	$700.00	$2,100.00
Brazos Hosting Fee	-	$299.14	3	$99.71	$299.14
Third Party Hardware, Software, & Services			**QTY**	**Unit Price**	**Total**
Brother-Rugged Pocketjet Printer - *AC Charger*	$84.00	-	2	$42.00	$84.00
Brother-Rugged Pocketjet Printer - *Bluetooth*	$1,138.00	-	2	$569.00	$1,138.00
TOTAL	**$5,498.29**	**$1,197.00**			

Animal Control Ticket Writers	Estimated Costs	Year 1 Maintenance	QTY	License	Total
Civil eCitation Ticket Writing	$2,901.71	$609.14	4	$725.43	$2,901.71
eCitation - Framework	$2,800.00	$588.00	4	$700.00	$2,800.00
Brazos Hosting Fee	-	$398.86	4	$99.71	$398.86
Third Party Hardware, Software, & Services			**QTY**	**Unit Price**	**Total**
Brother-Rugged Pocketjet Printer - *AC Charger*	$126.00	-	3	$42.00	$126.00
Brother, Rugged Pocketjet Printer - *Bluetooth*	$1,707.00	-	3	$569.00	$1,707.00
TOTAL	**$7,534.71**	**$1,596.00**			

Brazos Ticket Writers

Rv: 07.15.20

FIRE Marshal	Estimated Costs	Year 1 Annual Maint	QTY	License	Total
Fire Marshal eCitation Ticket Writing Module	$3,250.00	$683.00	1	$3,250.00	$3,250.00
eCitation - Framework	$1,400.00	$294.00	2	$683.00	$1,366.00
Brazos Annual Hosting Fee	-	$326.00	1	$326.00	$326.00
Third Party Hardware, Software, & Services			**QTY**	**Unit Price**	**Total**
Brother-Rugged Pocketjet Printer - *AC Charger*	$0.00	-	0	$569.00	$0.00
Brother, Rugged Pocketjet Printer - *Bluetooth*	$0.00	-	0	$42.00	$0.00
TOTAL	**$4,650.00**	**$1,303.00**			

GRAND TOTAL	$79,977.00	$36,031.77
TOTAL COST for PROJECT APPROVED in FY19	$80,000.00	

FY19 FUNDING BREAKDOWN	ACCOUNT	APPROVED PROJECT COST
CAPITAL OUTLAY	CAPE-GENERAL C-EQUIP-POLICE	$30,000.00
MCT TECHNOLOGY FUND (balance sheet)	12023000.42025	$50,000.00

File #: Res. 2020-161R, **Version:** 1

AGENDA CAPTION:
Consider approval of Resolution 2020-161R, adopting the Community Development Block Grant (CDBG) Action Plan that provides for the allocation of $722,904 of CDBG entitlement funds for the program year 2020-2021; authorizing the City Manager, or his designee, to act as the Official Representative of the City in matters related to the CDBG Program and Action Plan; and declaring an effective date.

Meeting date: August 4, 2020

Department: Planning and Development Services

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

Fiscal Note:

Prior Council Action: On May 19, 2020, City Council approved Resolution 2020-105R adopting the 2020-2024 Consolidated Plan for grants through the US Department of Housing and Urban Development (HUD). On June 16, 2020, City Council held a public hearing on the proposed projects and programs.

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

Workforce Housing

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☒ Neighborhoods & Housing - Diversified housing options to serve citizens with varying needs and interests

☐ Parks, Public Spaces & Facilities - Choose an item.

☐ Transportation - Choose an item.

☐ Core Services

☐ Not Applicable

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

Background Information:
On June 16, 2020, City Council held a public hearing and a discussion of the applications received and potential projects and programs for the 2020-2021 CDBG Entitlement Allocation of $722,904. No public comments were received. City Council directed staff to include the following potential slate of projects and programs in the draft 2020-2021 CDBG Entitlement Action Plan to be posted for citizen comments for thirty days per HUD requirements:

Project Title	**Amount**
Making Centro More Accessible and Energy Efficient through Renovation (Centro Cultural Hispano de San Marcos)	$268,000
Advocacy Services for Abused and Neglected Children (Court Appointed Special Advocates)	$60,000
Housing Counseling (Habitat for Humanity)	$23,656
Owner-Occupied Home Rehabilitation (Southside Community Center)	$100,000
Priority Repair (City of San Marcos)	$43,248
Homebuyer Assistance (City of San Marcos)	$84,000
Program Administration (City of San Marcos)	$144,000
TOTAL	**$722,904**

Comment period is from July 5 - August 4, 2020. Comments available when the City Council packet is created will be provided in the packet; all others will be presented to City Council at the meeting on August 4.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Staff recommends that the City Council approve the resolution presented, awarding funding to the above slate of projects for the 2020-2021 CDBG-Entitlement program year.

RESOLUTION NO. 2020-161R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN THAT PROVIDES FOR THE ALLOCATION OF $722,904 OF CDBG ENTITLEMENT FUNDS FOR PROGRAM YEAR 2020-2021; AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ACT AS THE OFFICIAL REPRESENTATIVE OF THE CITY IN MATTERS RELATED TO THE CDBG PROGRAM AND ACTION PLAN; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The allocation of Community Development Block Grant (CDBG) entitlement funds in the amount of $722,904 for Program Year 2020-2021 as set forth in Exhibit A, is approved.

PART 2. The City Manager, or his designee, is authorized to act as the official representative of the City in matters related to the CDBG Program and Action Plan.

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

ADOPTED on August 4, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

EXHIBIT A

Project/Activity	Budget
Public Services (12%)	
Habitat for Humanity - Housing Counseling	$23,656
CASA- Advocacy Services for Abused and Neglected Children	$60,000
Other Projects (68%)	
Southside Community Center - Home Rehabilitation	$100,000
City Community Initiatives – Priority Repair	$43,248
City Community Initiatives – Homebuyer Assistance	$84,000
Centro Cultural Hispano de San Marcos - Making Centro More Accessible and Energy Efficient through Renovation	$268,000
Program Administration (20%)	$144,000
TOTAL	**$722,904**

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of San Marcos receives Community Development Block Grant (CDBG) funds each year from the U.S. Department of Housing and Urban Development (HUD). The new funding year, Program Year 2020, will begin October 1, 2020 and end September 30, 2021. In order to receive the funding the City must create an Action Plan which details how the funds will be allocated and who will benefit from the funded programs and projects, and establishes performance goals for each project or program.

The mission of the CDBG Program is to promote the development of viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities, principally for persons of low and moderate incomes. Each funded project or program must meet one of the National Objectives:

- Benefit to low and moderate income persons,
- Aid in the prevention or elimination of slums or blight, or
- Meet a need having a particular urgency.

2. Summarize the objectives and outcomes identified in the Plan

In this 2020-2021 CDBG Entitlement Action Plan, the City has prioritized preserving existing affordable housing, supporting home ownership for low to moderate income families, providing services for abused children, and rehabilitating a historic building that provides programs for the community, including many low- to moderate-income families. Expected outcomes include the rehabilitation of seven homes, repair of eight homes, assistance of 12 households with down payments and closing costs, training for 100 individuals on the responsibilities of home ownership, and training for 61 advocates who serve 136 San Marcos foster children. In addition, one historic building will be rehabilitated to continue to provide programs for approximately 2,000 individuals annually, many of whom are in low- to moderate-income families.

3. Evaluation of past performance

The City has consistently funded programs that are considered to be high priority needs as determined during the creation of the five year Consolidated Plan. In addition, the City has contracted for studies on affordable housing and is working to develop strategies and action plans to respond to the needs identified. These studies and plans have informed the selection of projects and programs to be funded using CDBG.

4. Summary of Citizen Participation Process and consultation process

The City followed its Citizen Participation Plan as it conducted the 2019 Action Plan process. Outreach methods included updating the CDBG website, issuing press releases, sending e-mail reminders, publishing notices and display advertisements, conducting workshops and a formal Council public hearing, and providing the Action Plan Draft for public review for a 30-day period. In addition to the traditional communication methods, the City utilizes social media tools including Facebook, Twitter, and YouTube. The key points in the City's press releases are posted on the City's social media accounts. Press releases are also posted in full on the City's webpage.

5. Summary of public comments

No public comments were received during the development of this Action Plan. (REVIEW AND CHANGE AS NEEDED AFTER COMMENT PERIOD)

6. Summary of comments or views not accepted and the reasons for not accepting them

No public comments were received during the development of this Action Plan. (REVIEW AND CHANGE AS NEEDED AFTER COMMENT PERIOD)

7. Summary

San Marcos has been an entitlement community for the CDBG grant program since 1994. During the past 26 years, the City has utilized over $15,000,000 in CDBG funds to improve the quality of life, including quality and affordability of housing, for its low- to moderate-income citizens. The City has installed sidewalks, upgraded neighborhood parks, supported services provided by local non-profit organizations, rehabilitated homes, and improved accessibility to public facilities and individual homes.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	SAN MARCOS	Planning & Development Services

Table 1 – Responsible Agencies

Narrative (optional)

The San Marcos City Council is the governing body for the City, with the City Manager or his designee authorized to act on behalf of the Council in matters pertaining to the CDBG program.

The City of San Marcos Community Initiatives Division of Planning and Development Services prepares the annual Action Plan and provides the oversight and administration of the CDBG program. The staff of this division provide leadership, technical assistance, and compliance monitoring to the City departments and non-profit organizations that are selected to receive CDBG funding (the subrecipients). Division financial staff process draws in the IDIS system, prepare financial reports, and participate in subrecipient monitoring.

For City projects, such as park or sidewalk improvements, a project manager is designated from the department overseeing the project. The project manager provides oversight of the construction work, reviews progress, and approves all payment requests before they are submitted to the CDBG staff for processing. Other City divisions that have a supporting role in the CDBG program include Planning and Permitting, Legal, and Purchasing.

Action Plan Public Contact Information

For more information, contact:

Carol Griffith, Community Initiatives Program Administrator, cgriffith@sanmarcostx.gov, 512-393-8147, or cdbg@sanmarcostx.gov

Information can also be found on the City's website at: www.sanmarcostx.gov/cdbg

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City's Action Plan was developed in accordance with its adopted Citizen Participation Plan, which governs the timing and frequency of public outreach. When the City prepares its five-year Consolidated Plan for grants from HUD and each year's Action Plan, staff consults with supporting agencies to ensure a depth of understanding of the needs of the community. This year's consultation was completed as part of the development of the 2020-2024 Consolidated Plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City's CDBG staff works closely with the San Marcos Public Housing Authority (SMPHA) and local organizations that provide services to our residents by sharing information on grant and training opportunities, as well as providing data about the community. The City waives development and permit fees for SMPHA projects and the construction of affordable housing by Habitat for Humanity. The City provides over $500,000 annually in City funds to local non-profit organizations. The City holds an open application process which allows housing and public service providers an equal opportunity to apply for City and CDBG funding. The City has participated in the construction and renovation of public facilities which serve the community, including the local women's shelter, and has updated park facilities near public housing. In addition, the City created a Housing Task Force comprised of individuals from the community to assist in creating a Strategic Housing Action Plan to address the city's housing affordability challenges. The Task Force included representatives from housing-related non-profit organizations, including the San Marcos Housing Authority, Habitat for Humanity, Southside Community Center, and HomeAid. The City has just created a Council Committee on Homelessness to continue to enhance coordination among providers.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of San Marcos and Hays County are covered under the Texas Balance of State Continuum of Care run by the Texas Homeless Network. The City works closely with the local non-profit organizations that provide shelter to specific targeted homeless populations and provide specific assistance in various forms to the homeless. In addition, the San Marcos City Council created a Council Committee on Homelessness in February 2020 to begin to address homelessness in San Marcos and create necessary partnerships.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS.

The City of San Marcos does not receive ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

See table below.

Table 2 – Agencies, Groups, Organizations Who Participated			
Agency/Group/Organization	**Type**	**Section Addressed**	**How was the group consulted**
Southside Community Center	Services – Children, homeless, housing	Housing Need Assessment; Homeless Needs; Non-Homeless Special Needs	Called then sent a questionnaire
Greater San Marcos Youth Council	Services – Children	Housing Needs Assessment, Homeless Needs-Unaccompanied Youth & Strategy	Called then sent a questionnaire
San Marcos Public Housing Authority	Housing, PHA, Services-Housing, Children. Elderly persons	Housing Needs Assessment, Public Housing Needs	Conversed with Executive Director, met and led activity with Family Self Sufficiency participants
Hays Caldwell Women's Center	Services-Children, Persons with Disabilities, Victims of Domestic Violence	Housing Needs Assessment, Homeless Strategy	Called then sent a questionnaire
Community Action of Central Texas	Services-Children, elderly, persons with HIV/AIDS, homeless, education	Homeless Needs – Families With Children, Homeless Strategy, Non-Homeless Special Needs, Anti-Poverty Strategy	Called then sent a questionnaire
Hays County Veterans Services Office	County Government	Homeless Needs – Veterans, Lead-Based Paint Strategy	Called then sent a questionnaire
Greater San Marcos Partnership	Business Leaders	Economic Development Market Analysis	Met to discuss the Economic Development Market Analysis section

CASA of Central Texas	Services – Children, Child Welfare Agency	Homeless Needs – Unaccompanied Youth, Non-Homeless Special Needs	Called then sent a questionnaire
Rural Capital Area Workforce Solutions	Workforce Development	Economic Development Market Analysis	Conversed with Chief Strategy Officer about the Economic Development Market Analysis section
HomeAid	Housing Services	Housing Needs Assessment, Homeless Needs	Called then sent a questionnaire
Scheib Center	Mental Health and Mental Disability Services	Non-Homeless Special Needs, Homeless Needs	Called then sent a questionnaire
HOME Center of Central Texas	Services – Homeless	Homeless Needs	Contacted about Point in Time Count
Texas Homeless Network	Services – Homeless Continuum of Care	Homeless Needs	Virtual meeting

Table 3 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting - Not Applicable

Other local/regional/state/federal planning efforts considered when preparing the Plan – See Table Below

Table 4 – Other local/regional/state/federal planning efforts considered when preparing the Plan		
Name of Plan	**Lead Organization**	**How do the goals of your Strategic Plan overlap with the goals of each plan?**
2020-2029 Capital Improvements Program	Engineering and Capital Improvements – City of San Marcos	• Coordination with CDBG-DR and CDBG-MIT projects • Funded vs Needed Park Improvements
2020 CDBG-MIT Action Plan	Planning and Development Services - City of San Marcos	• Infrastructure projects
2019 Update of the Affordable / Workforce Housing Policy	Planning and Development Services - City of San Marcos	• Affordable housing • Homebuyer assistance • Removal of regulatory barriers • Housing Renovation • Increase supply of sites available for new affordable housing
2019 Draft Workforce Housing Strategic Housing Action Plan	Planning and Development Services - City of San Marcos	• Affordable Housing • Expand opportunities for housing • Preserve and enhance existing housing stock • Leverage community and regional partners • Quantify and meet the housing need of current and future residents
2019 Parks, Recreation and Open Space Master Plan	Parks and Recreation – City of San Marcos	• Community Park Development • Acquisition of Park Land / Green Spaces • Trails
2018 Update to the 2015-2020 CAPCOG Comprehensive Economic Development Strategy	Capital Area Council of Governments	• Regional data, including home values, wages, job creation • Workforce development, entrepreneurship, and place building strategies and performance measures
2019 Housing Needs Assessment	Planning and Development Services - City of San Marcos	• Identified core housing needs
2018 Stormwater Master Plan	Engineering and Capital Improvements – City of San Marcos	• Coordination with CDBG-DR and CDBG-MIT projects

2018 Transportation Master Plan	Engineering and Capital Improvements – City of San Marcos	• Bus shelters
2017 Analysis of Impediments to Fair Housing	Planning and Development Services - City of San Marcos	• Provided recommendations for actions related to affordable and fair housing issues
2017 CDBG-DR Action Plan	Planning and Development Services - City of San Marcos	• Housing programs • Infrastructure projects
2015 Vision 2020 5 Year Economic Development Plan	Greater San Marcos Partnership	• Supporting Job Growth in Target Sectors • Optimizing Local Talent Base
2013 Vision San Marcos: A River Runs Through Us (Comprehensive Plan)	Planning and Development Services – City of San Marcos	• Diversified housing options • Stable neighborhoods that are protected from blight • Public facilities and infrastructure that support economic development • Social services funding – including programs that help homeless and mental health
2013 Youth Master Plan	Parks and Recreation – City of San Marcos	• Increase economic opportunities and workforce training • Support child development • Provide access to developmental activities
2012 Arts Master Plan	Parks and Recreation – City of San Marcos	• Community cultural and performing arts center • Neighborhood recreation centers
2008 Downtown Master Plan	Planning and Development Services – City of San Marcos	• Assists with prioritizing community needs

Table 5 – Other local / regional / federal planning efforts

Narrative (optional)

Texas State University is located in San Marcos, and the students are actively involved in community projects. The University works directly with the San Marcos Public Housing Authority to implement resident training programs and youth enrichment. In addition, students conduct the annual “Bobcat Build” program that provides a day of service for more than 4,500 volunteers at more than 300 jobsites, with the goal of strengthening the bond between the University and the community. The painting and general clean-up provided by the students complements the City’s CDBG entitlement housing programs and code enforcement efforts.

Most of San Marcos is located in Hays County, which provides a variety of services, some (such as infrastructure projects) in coordination with the City, and some particular to the County, such as the Veterans Services Office. The Veterans Services Office coordinates services for homeless veterans with the local non-profit service providers. In addition, the County coordinated the creation of the Hays County Hazard Mitigation Plan, from which the City of San Marcos Annex formed the basis for the CDBG-MIT action plan.

Workforce Solutions Rural Capital Area is the state-designated workforce development board, and works closely with both the City's Economic Development Manager and the Greater San Marcos Partnership, which is contracted to do economic development for the City. Workforce Solutions also works with non-profits such as Community Action Partners to create or fund training classes offered locally.

San Marcos is located within the regional planning area of the Capital Area Council of Governments (CAPCOG), which among other things offers training for local government emergency management staff, creates the areas Comprehensive Economic Development Study (CEDS), and provides some data collection for the region. The Area Agency on Aging is housed at CAPCOG as well, providing services that complement the goals of the Consolidated Plan.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

Citizen participation has been an essential element of the Consolidated Plan and this Action Plan. An invitation to participate in the public workshop held February 19, 2020, and the survey regarding priority needs and fair housing issues, was emailed to 574 people, and they were asked to distribute it to others. Included in the 574 original emails were representatives of agencies that serve seniors, veterans, and the general public; organizations centered on education, real estate, regional and county government, transit, small business, and economic development; churches, mortgage lenders, and neighborhood groups; and participants in recent public outreach regarding affordable housing and disaster recovery efforts. The Greater San Marcos Partnership economic development organization forwarded the email to all its members, the City's senior services coordinator forwarded it to 373 program participants, and it was sent to all followers of the City's Planning and Development Services Department webpage. City staff liaisons sent the survey link to all members of the City's boards and commissions. Availability of the survey was also publicized through social media. The survey was in English and Spanish. Paper copies of the survey were available at the City library and City Hall. Eleven people attended the public workshop and 192 responded to the survey.

The same workshop was also held with members of the SMPHA's Family Self Sufficiency Program as attendees.

A public hearing regarding the potential priority needs to be designated for CDBG funds in the Consolidated Plan was held at the City Council meeting March 3, 2020.

The three top priority needs stated in the survey were in the public services category, with 59% of respondents ranking youth programs as a high priority, followed by homeless services at 49% and services for abuse victims at 46%. However, by CDBG –Entitlement regulations we are only allowed to spend 15%, or $108,000 on Public Services. Regarding the other categories that were ranked as high priority by respondents: 44% considered job training to be a high priority, followed by transportation for the elderly and disabled at 43%, and neighborhood sidewalks at 38%. In the comments, the most needed public service cited was for youth and children, including recreational programs and services for abused children (10 comments). Services related to mental health and seniors were also important (5 comments each), as well as for families and homeless (4 comments each). Affordable housing was the single most needed item, with 30 comments. Infrastructure comments mentioned hike and bike trails, bus routes, and parking downtown. Public facilities comments mostly referred to additional park and recreation facilities. Comments on economic development centered on vocational training (8 comments).

The survey drilled into more detail on housing issues and also asked questions about Fair Housing practices. Sixty-six percent of respondents considered the cost of housing to be a serious issue, and 60% said the lack of affordable housing, including various housing types, was a serious issue. Fifty-six percent considered local incomes to be too low compared to the price of available housing. Regarding fair housing issues, 33% of respondents believe there is a serious need for mediation, and 28% ranked the need for housing consumers to know their

rights and issues with predatory lending as serious. Happily, unfair treatment, for example based on race or disability status, is not seen by most as a serious problem here.

The draft Consolidated Plan was posted for public comment on the City's webpage from March 15, 2020 through April 14, 2020, along with a summary in English and Spanish. Its availability for review was publicized in a display ad in the local newspaper, the San Marcos Daily Record, a press release March 13, 2020, and through social media posts in the City's various outlets. No comments were received from the public from the beginning of the review period through the public hearing held at the City Council meeting May 19, 2020, just prior to City Council's adoption of the Consolidated Plan.

A notice of funding availability for the 2020-2021 CDBG Entitlement Program Year was published March 15, 2020 as a display ad in the San Marcos Daily Record, with an invitation to the applicant and stakeholder workshops that were held April 2, 2020. The notice provided instructions for accessing the workshops online as virtual meetings due to restrictions on gatherings in response to the COVID-19 pandemic. The City also released a press release to try to gain broad exposure to funding availability. Application materials were published online March 27, 2020 and were emailed to a contact list of social service agencies and other service providers who might be interested in applying for funding.

Due to the COVID-19 pandemic, the applicant and stakeholder workshops were held online as advertised, with the ability of participants to ask questions. Five participants attended the morning applicant workshop, and two participants attended the evening workshop, and the same presentation was provided at each meeting. The presentation provided information on the application process and types of programs and projects that were eligible for funding.

May 31, 2020, a public notice was published in the San Marcos Daily Record advertising the public hearing to be held at City Council on June 16, 2020, to accept comments on proposed projects after a presentation by staff of the applications received. The notice contained instructions on how to participate in the meeting, which was held virtually. No public comments were received at the meeting. The City Council reviewed the applications and provided direction to staff on which to include in the draft 2020-2021 CDBG Entitlement Action Plan as those that would potentially be funded.

This 2020-2021 CDBG Entitlement Action Plan was published on the City's website from July 5-August 4, 2020, for public review and comment. ADD ANY COMMENTS RECEIVED HERE

AUGUST 4, 2020 THE CITY COUNCIL WILL VOTE ON THE FINAL SLATE OF PROJECT TO BE FUNDED.

Table 6 – Citizen Participation Outreach				
Sort Order	**Mode of Outreach**	**Target of Outreach**	**Summary of response/attendance**	**Summary of comments received**
1	Public Meetings – Consolidated Plan 02/19/20 03/01/20 03/03/20	All San Marcos citizens, agencies, and businesses	02/19 – 8 attendees 03/01 – 6 attendees 03/03 – 0 attendees	• Lack of housing affordability compared to income • Need for home maintenance and accessibility in existing stock • Desire for workforce development to increase income
2	Survey – Consolidated Plan February, 2020	All San Marcos citizens, agencies, and businesses	192 respondents	Top priority needs are public services for youth, homeless, and abuse victims. Top priority needs in other categories are affordable housing, job training, and transportation for the elderly and disabled.
3	Applicant Workshop 04/02/20	Agencies interested in applying for program or project funding	5 attendees	No comments or questions received
4	Stakeholder Workshop 04/02/20	All San Marcos citizens and agencies	2 attendees	No comments or questions received
5	Public Hearing and Council Discussion 06/16/20	All San Marcos citizens, agencies, and businesses	0 attendees	No comments or questions received from the public. The City Council discussed the applications and provided direction to staff on which to include in the draft Action Plan.
6	Public Comment Period 07/05/20-08/04/20	All San Marcos citizens, agencies, and businesses	PENDING	PENDING
7	City Council Decision 08/04/20	All San Marcos citizens, agencies, and businesses	PENDING	PENDING

Table 7 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City anticipates continuing to receive an annual CDBG allocation of approximately $700,000 and does not expect to become an entitlement community for HOME, ESG, or ADDI funding during the next five years.

Anticipated Resources

See table below.

Table 5 – Anticipated Resources								
Program	**Source of Funds**	**Uses of Funds**	**Expected Amount Available Year 1**				**Expected Amount Available Remainder of ConPlan $**	**Narrative Description**
			Annual Allocation: $	**Program Income: $**	**Prior Year Resources: $**	**Total: $**		
CDBG Entitlement	Federal	Administration, Affordable Housing, Public Services, Public Facilities	$722,904	$0	$0	$722,904	$2,800,000	CDBG entitlement funds will be used to address community housing and non-housing priority needs.
CDBG-DR	Federal	Administration, Planning, Housing, Infrastructure, Acquisition	One-time				$33,794,000	CDBG-DR funds must be used for disaster recovery related to the 2015 floods by 2022.
CDBG-MIT	Federal	Administration, Planning, Addressing Repetitive Loss, Preservation of Land, Warning Systems, Signs and Barricades	One-time				$24,012,000	CDBG-MIT funds must be used for Those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters by 2032.

HOME	Federal, through state allocation	Rehabilitation of up to 7 houses	Flexible amount				Flexible Amount	The purpose of the HOME program is to expand the supply of decent, safe, affordable housing and strengthen public-private housing partnerships between units of general local governments, public housing authorities, nonprofits, and for-profit entities.
CDBG-CV	Federal	To Be Decided	One time				$425,261	CDBG-CV funds must be used to prevent, prepare for, and respond to Coronavirus
Public Services	City	Human Services Social Services Funding	$500,000				$2,000,000	General fund money granted to local social service agencies through a competitive process
Community Enhancement Fee	City	A monthly fee to fund expanded community cleanup and beautification efforts in the city that is applied to City utility customers.						Current rate: Residential: $1.50 Commercial: $5.50 The money raised by the fee will be used to fund recurring community enhancement and beautification activities, including the elimination of unsafe structures.
Impact and Utility Fees	City	Stormwater, electric, water, wastewater, infrastructure, parks	Varies				Varies	San Marcos is growing very quickly and these fees help provide needed infrastructure and services to the community

Payment in Lieu of Taxes – LIHTC	Private							Low Income Housing Tax Credit Properties on tax exempt land pay a PILOT to be used for additional affordable housing
Private and Philanthropic Donations to Agencies	Private	Programs, rehabilitation, and construction projects						Funds received from foundations, fund-raising organizations, and individuals

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

No matches are required; however, the $500,000 contributed by the City from the general fund is considered to be the match for CDBG entitlement grants.

Discussion

The City will continue to use all resources available to address the needs of the community.

AP-20 Annual Goals and Objectives

Goals Summary Information

	Goal Name	Start Year	End Year	Category	Needs Addressed	Funding	Goal Outcome Indicator
CDBG ENTITLEMENT ANNUAL PROGRAMS FOR 2020-2021							
1	CDBG Owner-Occupied Housing Rehabilitation	2020	2021	Affordable Housing	Preserve Existing Housing	CDBG: $100,000	7 homes rehabilitated
2	CDBG Priority Repair	2020	2021	Affordable Housing	Preserve Existing Housing	CDBG: $43,248	8 homes repaired
3	CDBG Homebuyer Assistance	2020	2021	Affordable Housing	Support Home Ownership	CDBG: $84,000	12 Households Assisted
4	CDBG Housing Counseling	2020	2021	Affordable Housing	Support Home Ownership	CDBG: $23,656	100 participants in 25 households
5	CDBG Advocates for Foster Children	2020	2021	Public Services	Serve Abused Children	CDBG: $60,000	61 advocates trained for 136 children
6	CDBG Cultural Center Rehabilitation	2020	2021	Public Services	Serve Low to Moderate Income People	CDBG: $268,000	1 historic building rehabilitated as a cultural center with a variety of programs for low to moderate income people
7	CDBG Program Administration	2020	2021	Program Administration	Program Administration	CDBG: $144,000	Other

	Goal Name	Start Year	End Year	Category	Needs Addressed	Funding	Goal Outcome Indicator
OTHER CDBG PROGRAMS							
	CDBG-DR	Refer to the CDBG-DR Action Plan and the 2020-2024 Consolidated Plan					
	CDBG-MIT	Refer to the CDBG-MIT Action Plan and the 2020-2024 Consolidated Plan					
	CDBG-CV	Refer to the 2019 CDBG Entitlement Action Plan and the 2015-2019 Consolidated Plan					

Table 6 – Goals Summary

Goal Descriptions

CDBG ENTITLEMENT ANNUAL PROGRAMS FOR 2020-2021		
1	**Goal Name**	CDBG Owner-Occupied Housing Rehabilitation
	Goal Description	The rehabilitation of owner-occupied single-family housing targeted to homeowners with a family income less than 80% of AMI. The program reduces construction code violations, thus increasing safety of the residents, preserves property values, improves accessibility, and reduces risk of the occupant families becoming homeless.
2	**Goal Name**	CDBG Priority Repair
	Goal Description	This program provides repair of safety and other high-priority repair issues in owner-occupied homes.
3	**Goal Name**	CDBG Homebuyer Assistance
	Goal Description	The City provides down payment and closing cost housing assistance to help eligible families purchase a home within the city limits of San Marcos
4	**Goal Name**	CDBG Housing Counseling
	Goal Description	Home ownership counseling helps ensure that new homeowners in low- to mod-income categories can successfully buy and maintain a home.
5	**Goal Name**	CDBG Advocates for Foster Children
	Goal Description	Court Appointed Special Advocates recruits and trains volunteer caseworkers to advocate for children removed from their homes.
6	**Goal Name**	CDBG Cultural Center Rehabilitation

	Goal Description	This building, located at 211 Lee Street, is a Texas Historic Commission Landmark. The programs in this building are open to the public, and the rehab would provide a safer, more comfortable, and more energy efficient place to hold them.
7	**Goal Name**	CDBG Program Administration
	Goal Description	This funding provides for the oversight and management of the CDBG grant program.

Table 7 – Goal Descriptions

AP-35 Projects – 91.220(d)

Introduction

On June 16, 2020, staff presented possible City projects along with program and project applications received to the City Council for direction to staff on which projects should receive funding for the 2020-2021 CDBG Program Year. A public hearing was held to receive public comment; however, no comments were received. The following projects are proposed to receive funding, pending final approval by City Council on August 4, 2020.

Projects

	Project Title	Amount
1	Owner-Occupied Home Rehabilitation (Southside Community Center)	$100,000
2	Priority Repair (City of San Marcos)	$43,248
3	Homebuyer Assistance (City of San Marcos)	$84,000
4	Housing Counseling (Habitat for Humanity)	$23,656
5	Advocacy Services for Abused and Neglected Children (Court Appointed Special Advocates)	$60,000
6	Making Centro More Accessible and Energy Efficient through Renovation (Centro Cultural Hispano de San Marcos)	$268,000
7	Program Administration (City of San Marcos)	$144,000
	TOTAL	**$722,904**

Table 8 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Five applications were received from outside entities and several unfunded City project needs were considered as well. All funding possibilities were evaluated based on four general criteria:

- Activity Need and Justification
- Consolidated Plan Priority
- Impact and Cost Effectiveness
- Ability to Implement

Staff recommended the above slate of programs as those that best balance meeting the needs identified in the Consolidated Planning process with providing funding for projects that provide additional services to the community. For example, the project to rehabilitate Centro Cultural Hispano de San Marcos helps preserve an historic building for current use and provides programs that are open to all, including low to moderate families. Staff recommended programs listed above for funding as the ones that will provide the most direct and cost-effective impact to our citizens at this time.

The various needs in the community, including the need for affordable housing, advocacy for foster children, and services to homeless people continue to exceed the support available. At this time the City tries to overcome this obstacle by providing support for all identified needs to some level, rather than fully funding some to the exclusion of others.

AP-38 Project Summary

1	**Project Name**	Owner-Occupied Home Rehabilitation (Southside Community Center)
	Goals Supported	CDBG Owner-Occupied Housing Rehabilitation
	Needs Addressed	Preserve Existing Housing
	Funding	CDBG: $100,000
	Description	Southside Community Center provides housing rehabilitation services for owner-occupied single-family housing owned by people with low to moderate incomes. The scope of work is determined on a site-by-site basis, but typically includes repairing/replacing damaged roofs, siding, sheetrock, cabinets; correcting plumbing and electrical code deficiencies; improving accessibility; painting; and updating floor coverings.
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	7 low- to moderate-income families
	Location Description	Throughout San Marcos
	Planned Activities	Rehabilitate 7 homes
2	**Project Name**	Priority Repair (City of San Marcos)
	Goals Supported	CDBG Priority Repair
	Needs Addressed	Preserve Existing Housing
	Funding	CDBG: $43,248

	Description	The City will provide emergency home repair assistance for owner-occupied single-family housing owned by people with low to moderate incomes.
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	8 low- to moderate-income families who cannot otherwise afford home repair will have home repair provided to them
	Location Description	Throughout San Marcos
	Planned Activities	Repair 8 homes identified by Code Enforcement
3	**Project Name**	Homebuyer Assistance (City of San Marcos)
	Goals Supported	CDBG Homebuyer Assistance
	Needs Addressed	Support Home Ownership
	Funding	CDBG: $84,000
	Description	The City provides down payment and closing cost assistance for new homebuyers whose household income is at or below 80% of the Area Median Income.
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	12 low- to moderate-income families
	Location Description	Throughout San Marcos

	Planned Activities	Provide down payment and closing cost assistance to eligible applicants on a first come first served basis
4	**Project Name**	Housing Counseling (Habitat for Humanity)
	Goals Supported	CDBG Housing Counseling
	Needs Addressed	Support Home Ownership
	Funding	CDBG: $23,656
	Description	Habitat for Humanity provides home ownership preparation workshops and one-on-one housing counseling to help families understand the financial and maintenance responsibilities involved in home ownership.
	Target Date	12/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	100 individuals in approximately 25 low- to moderate-income families are proposed to benefit from this activity.
	Location Description	Throughout San Marcos
	Planned Activities	Workshops and one-on-one home ownership preparation counseling
5	**Project Name**	Advocacy Services for Abused and Neglected Children (Court Appointed Special Advocates)
	Goals Supported	CDBG Advocates for Foster Children
	Needs Addressed	Serve Abused Children
	Funding	CDBG: $60,000

	Description	The caseworkers advocate for mental health, medical, education, housing, and permanency in safe, stable homes for the children. The program model is scalable depending on need. This service is leveraged with other funding to keep CDBG cost low.
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	61 advocates trained for 136 abused and neglected children, who are presumed by HUD regulations to be low to moderate income since they are wards of the state
	Location Description	Throughout San Marcos
	Planned Activities	Each volunteer will provide 100+ hours of donated casework per child/per year, including monthly (or more) visits with the children, written case recommendations and court testimony; phone calls and meetings with CPS caseworkers, schools, medical and mental health professionals. Case Supervisors prepare monthly case data (reports), including new case assignments, number of children served, number of volunteers assigned to cases, and case status.
6	**Project Name**	Making Centro More Accessible and Energy Efficient through Renovation (Centro Cultural Hispano de San Marcos)
	Goals Supported	CDBG Cultural Center Rehabilitation
	Needs Addressed	Serve Low- to Moderate-Income People
	Funding	CDBG: $268,000
	Description	Centro Cultural Hispano de San Marcos is located in a building owned by the School District, which is knowledgeable and supportive of this application to rehabilitate the building. Typically for a building rehab like this, the building must be used for CDBG-eligible purposes for five years after the end of construction.

	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	2,000 individuals are expected to benefit from this activity, the majority of whom are in low- to moderate-income families.
	Location Description	211 Lee Street, San Marcos
	Planned Activities	Air conditioning and heating update, door and window replacements, hallway corridor construction, asbestos abatement, flooring for abated areas, increasing the energy efficiency of the building and the comfort of program participants.
7	**Project Name**	Program Administration (City of San Marcos)
	Goals Supported	CDBG Program Administration
	Needs Addressed	Program Administration
	Funding	CDBG: $144,000
	Description	City staff provide technical assistance to funded programs, ensure the appropriate use and documentation of funds, and monitor and report progress to HUD.
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Throughout San Marcos
	Planned Activities	Administration and monitoring of CDBG Entitlement grant funds

Table 9 - Project Summary

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Almost every census tract in San Marcos has a majority low- to moderate-income population; therefore, CDBG Entitlement programs in San Marcos are not targeted to one specific part of town.

Geographic Distribution

Target Area	Percentage of Funds
N/A	N/A

Table 10 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City does not allocate investments geographically.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City is committed to providing affordable housing of choice to low-to moderate-income families by:

- educating the public on fair housing issues and rights
- affirmatively furthering fair housing
- maintaining the value of existing housing
- providing support for homeownership through counseling and down payment and closing cost assistance

One Year Goals for the Number of Households by Category	
Homeless	0
Non-Homeless	52
Special-Needs	0
Total	**52**

Table 11 - One Year Goals for Affordable Housing by Category

One Year Goals for the Number of Households by Support Type	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	15
Acquisition of Existing Units	0
Total	**15**

Table 12 - One Year Goals for Affordable Housing by Support Type

Discussion

The City has focused $250,904, or 35% of its 2020 funds on the housing programs described in Section AP-38 Project Summary above.

AP-60 Public Housing – 91.220(h)

Introduction

The San Marcos Public Housing Authority (SMPHA) administers the Housing Choice (Section 8) Voucher Program and Public Housing. The City works closely with the SMPHA regarding public housing issues. There is a definite need for additional public housing / Section 8 vouchers in San Marcos as is evidenced by the long waiting lists both programs typically maintain, especially for 1- and 2-bedroom units. The City's Mayor appoints members to the Housing Authority's Board of Directors.

The City's Substantial Amendment No. 7 to the Disaster Recovery Action Plan included a reimbursement activity for the SMPHA. This activity would reimburse the PHA for eligible expenses related to the 2015 disaster events.

Actions planned during the next year to address the needs to public housing

Funding for SMPHA programs provided through the City's general fund has declined in recent years and may decline further in the 2020-2021 fiscal year because of losses in revenue due to business closures and other impacts of the COVID-19 pandemic. In addition, a change in timing of the City's general fund application process will result in the absence of funding for one quarter. Consequently, the SMPHA may need to apply for CDBG support next year to fund programs previously supported by the City.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

A five-member board, including a resident board member, oversees the SMPHA. Each public housing complex has a resident Council or Assembly group which holds periodic meetings. These resident organizations are actively supported by the SMPHA Resident Services department. Service coordinators collaborate with the organizations in support of social gatherings, presentations, and fundraising efforts.

The Resident Services office publishes a monthly newsletter, which is distributed to all residents. It is also published on the SMPHA website. The newsletter, occasional flyers, public hearings, postings at SMPHA buildings, the website, and a Facebook page are the various means used by the SMPHA to share information with residents and give them an opportunity to be involved.

Homeownership is a goal of many families participating in the Family Self-Sufficiency program. The FSS programs serves 80+ families a year, almost all of whom are in public housing. First-time homebuyer presentations are included in FSS classes on a regular basis. Helping participants improve their credit scores and manage their budgets more effectively is a major focus of the program. This is essential for participants to be able to secure financing. The FSS Escrow account and other asset-building activities helps participants to be able to have the necessary down-payment for a home when they are ready to buy.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The San Marcos Public Housing Authority is NOT designated as troubled.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Addressing the emergency shelter and transitional housing needs of homeless persons

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Response for all of the above:

The City will continue to support local service agencies that serve the homeless and provide services to prevent homelessness, using CDBG entitlement funds and the general fund, through annual funding application processes.

The City of San Marcos and Hays County are covered under the Texas Balance of State Continuum of Care run by the Texas Homeless Network. The recently created HOME Center of Central Texas (Homeless Outreach, Mitigation, and Emergency Center) is located in San Marcos. Its mission is to unite community efforts comprehensively to prevent and address homelessness and to educate the community about it as an issue. The organization currently recommends services and seeks resources for those in need. Its members are all volunteers. The City works closely with the local non-profit organizations that provide shelter to specific targeted homeless populations and provide specific assistance in various forms to the homeless. In addition, the San Marcos City Council has created a Council Committee on Homelessness in February 2020 to begin to address homelessness in San Marcos and create necessary partnerships.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Housing affordability is a key component to the quality of life of San Marcos residents. Several factors create a barrier to affordable housing, which is generally accepted to mean that no more than 30% of a household's gross annual income is spent on housing, including utilities. A housing cost burden exists when the household's housing costs exceeds 30% of their income.

The 2013 Analysis of Impediments to Fair Housing (AI) analyzed five major categories and found the following impediments in San Marcos:

- Real Estate - a lack of affordability and insufficient income
- Public Policy - a lack of public awareness of fair housing rights (also a recommendation for the City to create inclusionary zoning)
- Neighborhood Conditions - limited resources to assist lower income, elderly and indigent homeowners maintain their homes and stability in neighborhoods
- Banking, Finance, and Insurance Related - large numbers of foreclosures in the real estate market; and predatory lending
- Socioeconomic - poverty and low-income

The 2017 Analysis of Impediments to Fair Housing found three impediments that create barriers to affordable housing:

1. Lack of affordability of the housing stock;
2. Insufficient income for the local cost of housing; and
3. Low income residents have limited resources to maintain homes and neighborhood stability.

In addition, the 2018 San Marcos Housing Needs Assessment conducted by Root Policy Research found the following top core housing needs:

1. Additional affordable rentals for residents earning less than $25,000;
2. Displacement prevention;
3. Starter homes and family homes priced near or below $200,000 and increased ownership product diversity; and
4. Improve condition and accessibility of existing housing stock.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The studies discussed above have not found that public policies in San Marcos present barriers to affordable housing. The City continues to explore ideas that will proactively increase the supply of affordable housing, both rental and owner-occupied.

Discussion

The 2013 AI included specific recommendations for remedial activities centering on creating partnerships, identifying new federal resources, and leveraging private funding. In 2014, an AI Action Plan was adopted by the City to guide implementation of those recommendations, as well as an Affordable / Workforce Housing Policy that identified five housing issues, established goals, and provided strategies for accomplishing the goals. The 2017 AI provided a progress update for each action item and recommendations for additional actions.

The three impediments identified in the 2017 AI have been addressed as follows:

1. Lack of affordability
   a. The City provides a first-time homebuyer program for closing cost and down payment assistance.
   b. CDBG funds have been used to purchase land for Habitat for Humanity.
   c. The City waives construction permitting and impact fees for Habitat for Humanity projects.
   d. This impediment was also addressed in the recent update of the City's development codes.
2. Insufficient income
   a. The City has a contract with a consulting firm to provide economic development services, including bringing new jobs to San Marcos. A new City position, Economic and Business Development Manager, has been filled, which will increase the City's coordination with the Greater San Marcos Partnership, a non-profit economic development organization.
   b. The City provides a $25,000 homestead exemption for homeowners sixty-five and older or with a disability, thus reducing their property tax burden.
   c. The City has programs to help reduce living expenses, such as utility bills, including:
      i. Home Energy Analysis providing recommendations on how to reduce electric energy consumption and monthly costs.
      ii. Energy Efficient Home Heating/AC Rebate Program offers rebates for purchase of eligible energy efficient products.
      iii. A Bill Averaging Program that allows residents to equalize energy costs over a 12-month period, avoiding peak bills in the winter and summer months.
      iv. Utility Assistance Program – Low-income families, elderly residents on fixed incomes, or disabled residents on a fixed income are eligible to apply for assistance with a one-time yearly payment of the electric, water, and wastewater portions of their monthly utility bill.
   d. The City's Water/Wastewater Department (W/WW) sponsors several programs that help encourage families to conserve and lower utility bills, including:
      i. Water Surveys generating a report with specific water conservation strategies.

ii. Flush-Smart (toilet) Rebate Program
iii. Wash-Smart (washing machine) Rebate Program
iv. Rainwater Harvesting Rebate Program

3. The issue of limited resources for housing maintenance
   a. CDBG, CDBG-DR, and HOME funds provide housing rehabilitation programs. A HOME fund grant was received by the City in 2019 through the Texas Department of Community and Housing Affairs for the rehabilitation of up to 7 homes.
   b. The City continues to support the Southside Community Center housing rehabilitation program with both City and CDBG funds.
   c. The City waives construction permitting fees for CDBG-funded housing rehabilitation projects.
   d. Every spring semester through the Texas State University student initiative "Bobcat Build", students volunteer their time to complete various service projects throughout the community such as landscaping, painting, or clean-ups at residents' homes, local schools, parks, churches, and neighborhoods. to nearly 4,500 volunteers annually at over 300 jobsites within the San Marcos community.
   e. The City sponsors neighborhood-wide cleanup activities, and provides opportunities for brush drop-off, household hazardous waste collection, and a recycling program through Green Guy Recycling that accepts tires, Freon-containing appliances, and electronics.

The City is currently developing a Strategic Housing Action Plan with goals, strategies, and action items to address the top needs in San Marcos. This plan is being reviewed and considered for adoption by the San Marcos City Council.

AP-85 Other Actions – 91.220(k)

Introduction:

Actions planned to address obstacles to meeting underserved needs

Citizen comments were received through a survey that was available February 2-23, 2020, at a public meeting held February 19, 2020, and at a meeting of Family Self Sufficiency Program participants March 1, 2020. One hundred and ninety-two people responded to the survey. The three top priority needs requested in the survey were in the public services category, with 59% of respondents ranking youth programs as a high priority, followed by homeless services at 49% and services for abuse victims at 46%. However, by CDBG –Entitlement regulations we are only allowed to spend 15%, or $108,000 on Public Services. In the comments, the most needed public service cited was for youth and children, including recreational programs and services for abused children (10 comments). Services related to mental health and seniors were also important (five comments each), as well as for families and homeless (four comments each). Affordable housing was the single most needed item, with 30 comments. Infrastructure comments mentioned hike and bike trails, bus routes, and parking downtown. Public facilities comments mostly referred to additional park and recreation facilities. Comments on economic development centered on vocational training (eight comments). Forty-four percent considered job training to be a high priority, followed by transportation for the elderly and disabled at 43%, and neighborhood sidewalks at 38%. The survey drilled into more detail on housing issues and also asked questions about fair housing practices. Sixty-six percent of respondents considered the cost of housing to be a serious issue, and 60% said the lack of affordable housing, including various housing types, was a serious issue. Fifty-six percent considered local incomes to be too low compared to the price of available housing. Regarding fair housing issues, 33% of respondents believe there is a serious need for mediation, and 28% ranked the need for housing consumers to know their rights and issues with predatory lending as serious. Unfair treatment, for example based on race or disability status, is not seen by most as a serious problem here.

In addition to allocating CDBG funding to provide for the needs described above, the City also continues to fund up to $500,000 in public service programs to serve the community's needs.

Actions planned to foster and maintain affordable housing

Please refer to the projects and programs described above. The City offers a few additional programs not mentioned above:

- $25,000 homestead exemption for the elderly and disabled homeowners.
- A number of rebate and incentive programs to help lower utility bills to reduce housing cost burden.
- TDHCA's HOME Program funds as a funding source for rehabilitation or reconstruction of up to seven homes.

Actions planned to reduce lead-based paint hazards

All houses in housing rehabilitation programs are tested for lead paint hazards by a qualified firm, and the test results determine which houses require lead-based paint interim control measures and clearance reports. The City's First Time Homebuyer Program applicants receive a copy of the "Protect Your Family from Lead in Your Home" booklet (also available in Spanish). Houses constructed prior to 1978 must pass a lead hazard evaluation inspection prior to loan closing.

Actions planned to reduce the number of poverty-level families

Workforce Housing and Workforce Development were named by the City Council in 2019 as three of their five strategic initiatives, continuing the focus on these issues that has been evident for some time. These two issues are complementary, since the issues of affordable housing in San Marcos are a combination of high prices due to growth pressure and generally low incomes in the city.

Workforce Housing**:** In 2013, the City Council adopted a comprehensive plan that included information and goals for diversified housing options, stable neighborhoods that are protected from blight, public facilities and infrastructure that support economic development, and social services funding – including programs that help homeless and mental health. The process for updating this plan has started and will continue over the next two years. Since 2013, the City has taken action on each issue in the plan. The City has consistently focused on creating a policy and procedure framework to address the housing affordability issues facing the City of San Marcos. The policies, assessments, and draft action plan created are listed in section PR-10 and the needs assessment sections above. The action plan is under review by City Council at this time, pending a vote on its adoption.

Workforce Development**:** To date, the City's role has been to help coordinate community-wide conversations about workforce development needs; identifying and supporting local programs for General Equivalency Diplomas, English as a Second Language, and computer skills; and helping identify challenges and unmet needs in the business community. In November, the City created a new Economic Development Manager position to supplement the economic development work done by the Greater San Marcos Partnership on behalf of the City.

Actions planned to develop institutional structure

The City will provide subrecipient training prior to the execution of Subrecipient Agreements. City staff will participate in HUD-sponsored training opportunities as they become available. When appropriate, the City will invite its subrecipients to attend training to strengthen their understanding of the rules and regulations applicable to the CDBG program. The City will maintain its webpage with up-to-date information as a resource for other City staff and subrecipients.

Actions planned to enhance coordination between public and private housing and social service agencies

City staff will continue to seek partnerships and to exchange information with local public service providers and economic development organizations by reaching out to meet with various organizations throughout the program year.

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The City expects to have the following CDBG funding available during Program Year 2020:

2020 CDBG Entitlement Allocation	$722,904
2019 CDBG Entitlement Allocation	$125,000
2018 CDBG Entitlement Allocation	$151,000
TOTAL CDBG FUNDING AVAILABLE	**$998,904**

Table 13 – Total CDBG Funding Currently Available

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

No program income is expected to be available for use in the projects, as shown below:

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	$0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	$0
3. The amount of surplus funds from urban renewal settlements	$0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	$0
5. The amount of income from float-funded activities	$0
TOTAL PROGRAM INCOME EXPECTED	**$0**

Table 14 – Total Program Income Expected

Other CDBG Requirements

The amount of urgent need activities	$0
The estimated percentage of CDBG funds that will be used for activities that benefit people who have low to moderate incomes	90%

Table 15 – Other CDBG Requirements

SAN MARCOS

CITY COUNCIL MEETING

Tuesday, August 4, 2020

CDBG 2020-2021 Action Plan Funding Awards

Staff Presentation
Resolution

2020-2021 CDBG-Entitlement Action Plan

Threshold Criteria:

- Must meet CDBG National Objective
- Must provide requested documentation

Evaluation Criteria:

- Activity Need and Justification
- Consolidated Plan Priority
- Impact and Cost Effectiveness
- Ability to Implement

Evaluation

- Prefer programs and projects that provide direct service to people in this time of economic need
- Home maintenance and affordability ranked as high priority by data and public comments

2020-2021 CDBG-Entitlement Action Plan

Recommended Funding Awards

Project Title	Requested	Recommended
Making Centro More Accessible and Energy Efficient through Renovation	$388,461	$268,000
Advocacy Services for Abused and Neglected Children	$60,000	$60,000
Housing Counseling	$23,656	$23,656
Land Acquisition for Home Construction	$151,000	
Owner-Occupied Home Rehabilitation	$100,000	$100,000
Priority Repair	$45,000	$43,248
Paul Pena Park	$125,000	
Dunbar Educational Building Rehab Study	$25,000	
Homebuyer Assistance	$84,000	$84,000
Program Administration	$144,000	$144,000
TOTAL	**$1,146,117**	**$722,904**

2020-2021 Funding Awards: $722,904

Staff Recommendation

Staff recommends that the City Council approve the resolution presented, awarding funding to the slate of projects for the 2020-2021 CDBG-Entitlement program year.

The following slides are included for reference, just in case they are needed for discussion

1. Making Centro More Accessible and Energy Efficient through Renovation

- Open to all – programs, education, meeting space
- Historic San Marcos school building

AC/Heating Update	$43,000
Doors	$52,945
Windows	$73,016
Hallway Corridor Construction	$22,000
Asbestos Abatement	$57,000
Flooring for Abated Areas	$18,000
Solar Installation	$121,500

- By: Centro Cultural Hispano de San Marcos

Amount Requested: $388,461

2. Advocacy Services for Abused and Neglected Children

- Recruit and train volunteer caseworkers to advocate for children removed from their homes
- Advocating for mental health, medical, education, housing, and permanency in safe, stable homes
- Scalable program model depending on need
- Leveraged with other funding to keep CDBG cost low
- 136 children, about 2/3 of the need in San Marcos
- By: Court Appointed Special Advocates

Amount Requested: $60,000

3. Housing Counseling

- Goal: improve financial capability and confidence and prepare for successful homeownership
- Space provided at City facilities at no charge
- Funding for partial salaries, marketing, class materials
- 100 Participants attend educational workshops and one-on-one counseling
- By: Habitat for Humanity

Amount Requested: $23,656

4. Land Acquisition for Home Construction

- Other funding pays for new home construction
- Benefits low- to moderate-income families
- New homeowners must attend counseling program
- Lots for 4 homes, built within 24 months
- By: Habitat for Humanity

Amount Requested: $151,000

5. Owner-Occupied Home Rehabilitation

- Interior and exterior repair and rehabilitation of substandard homes
- Service project for youth groups (unless social distancing continues to be needed)
- Includes lead hazard remediation if applicable
- Rehabilitation for up to 7 owner-occupied homes
- By: Southside Community Center

Amount Requested: $100,000

6. Substandard Home Demolition

- Demolition of substandard or dangerous homes identified by Code Enforcement
- For use when private funding is not available
- Restores confidence and property values in the surrounding area
- City funding reduced due to COVID-19 lower revenues
- Approx. $15,000 per demolition; 8 structures
- By: City of San Marcos Code Enforcement

Amount: $125,000

7. Priority Repair for Code Enforcement

- Repairs on substandard owner-occupied homes to remove code violations, safety hazards, unfit conditions
- For use when private funding is not available
- Removes neighborhood blight
- Provides a safe and suitable living environment
- By: City of San Marcos Code Enforcement

Amount: $45,000

8. Parks Priority Projects

- Paul Pena Park Improvements $125,000
  - Extension of existing concrete ADA walking path, installation of updated playground and equipment, addition of skating area
  - Neighborhood park serving Hills of Hays
- Dunbar Educational Building Rehab Study $25,000
  - Goal: to determine the dollar amount and work needed to renovate this historic school building
  - For party reservations and parks programs
- By: City of San Marcos Parks Department

Amount: $150,000

9. Homebuyer Assistance

- Down payment and closing cost assistance for low- to moderate-income potential homeowners
- 0% interest, deferred forgivable loan for 5 years
- Income may not exceed 80% of area median income ($78,100 for family of 4)
- Up to $7,000 each; 12 homes
- By: City of San Marcos Community Initiatives

Amount: $84,000

10. CDBG Administration

- Provide technical assistance to funded programs
- Ensure the appropriate use and documentation of funds
- Monitor and report progress to HUD
- By: City of San Marcos Community Initiatives

Amount Requested: $144,000 (20%)

Results

- All proposed programs and projects are eligible
- The City's CDBG housing programs are about to be re-marketed and affordable lots will be needed
- Parks projects provide the least direct service and connection to highest priority needs
- Staff recommends reducing Centro Cultural's amount and declining to fund Habitat lots and Parks projects

File #: Res. 2020-162R, **Version:** 1

AGENDA CAPTION:
Consider approval of Resolution 2020-162R, amending the Community Development Block Grant (CDBG) Action Plan for program year 2019-2020 adopted by Resolution No. 2019-121R to reallocate $125,000 from the Paul Pena Park Project to a new program for Substandard Home Demolition; authorizing the City Manager, or his designee, to act as the Official Representative of the City in matters related to the CDBG-DR Program and Action Plan; and declaring an effective date.
Meeting date: August 4, 2020

Department: Planning and Development Services

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

Fiscal Note:
Prior Council Action: On June 18, 2019, City Council approved by Resolution 2019-121R the Program Year 2019-2020 Community Development Block Grant Entitlement Action Plan ("the 2019 CDBG Action Plan") that provides for the allocation of $680,998 awarded to the City of San Marcos by the Department of Housing and Urban Development (HUD) for the Program Year beginning October 1, 2019 and ending September 30, 2020. On March 3, 2020, City Council approved Resolution 2020-54R amending the 2019 CDBG Action Plan to reallocate $67,142 from the Unsafe Structures Program to the amount allocated for the Southside Community Center Rehab Program. On June 16, 2020, City Council approved Resolution 2020-131R amending the 2019 CDBG Action Plan to add the Community Development Block Grant-Coronavirus (CDBG-CV) allocation of $425,261 and approving projects for the use of $319,731 of those funds.

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

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☒ Neighborhoods & Housing - Protected Neighborhoods in order to maintain high quality of life and stable property values

☐ Parks, Public Spaces & Facilities - Choose an item.

☐ Transportation - Choose an item.

☐ Core Services

☐ Not Applicable

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

Background Information:
On June 16, 2020, City Council directed staff to post for public review and comment the proposal to reallocate $125,000 previously awarded in the 2019 CDBG Action Plan to the Paul Pena Park project to be spent on a new Substandard Home Demolition program. The proposed amendment was posted for public comment from July 5 - August 4, 2020. Comments received by the time the City Council packet is assembled will be included in the packet; all comments received after that will be presented at the August 4, 2020 City Council meeting. The proposed program will provide funding for the demolition of homes deemed substandard by Code Compliance for which the owners do not have the funding to demolish the structure. A lien or similar mechanism will be placed on the property to recoup the cost of demolition if the property is sold. This program will benefit the neighborhood by clearing blight and provide a resource to low- to moderate-income owners to address the substandard structure.

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

Alternatives:
Click or tap here to enter text.

Recommendation:
Staff recommends that the City Council approve this amendment to the 2019 CDBG Action Plan as presented.

RESOLUTION NO. 2020-162R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN FOR PROGRAM YEAR 2019-2020 ADOPTED BY RESOLUTION NO. 2019-121R TO REALLOCATE $125,000 FROM THE PAUL PENA PARK PROJECT TO A NEW PROGRAM FOR SUBSTANDARD HOME DEMOLITION; AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ACT AS THE OFFICIAL REPRESENTATIVE OF THE CITY IN MATTERS RELATED TO THE CDBG PROGRAM AND ACTION PLAN; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The Community Development Block Grant (CDBG) Action Plan for Program Year 2019-2020 approved by Resolution No. 2019-121R is amended to reallocate $125,000 from the Paul Pena Park Project to a new program for Substandard Home Demolition, as set forth in Exhibit A.

PART 2. The City Manager, or his designee, is authorized to act as the official representative of the City in matters related to the CDBG Program and Action Plan.

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

ADOPTED on August 4, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

EXHIBIT A

Project/Activity	Budget
Public Services (11%)	
1. CASA – Child Advocacy Program	$50,000
2. Habitat for Humanity – Housing Counseling	$23,656
Other Activities (69%)	
~~3. City Parks & Recreation – Paul Pena Park Improvements~~	$0 ~~$125,000~~
3. Substandard Home Demolition	$125,000
4. City Community Initiatives – Emergency Home Repair Program	$70,000
5. City Community Initiatives – Homebuyer Assistance Program	$84,000
6. Southside Community Center – Home Rehab Program	$192,142
Administration (20%)	$136,200
TOTAL	**$680,998**

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of San Marcos receives Community Development Block Grant (CDBG) program funds as an "entitlement" community from the U. S. Department of Housing and Urban Development (HUD). In Program Year 2019, which begins October 1, 2019 and ends September 30, 2020, the City will receive $680,998.

The primary objectives of the CDBG program are achieved by providing: (a) decent housing; (b) a suitable living environment; and (c) expanded economic opportunities. Each funded project/program must meet one of the National Objectives:

- Benefit to low and moderate income persons;
- Aid in the prevention or elimination of slums or blight; and
- Meet a need having a particular urgency (referred to as urgent need)

HUD establishes the income limits for San Marcos each year based on the Area Median Income (AMI) for a family of four in the Austin-Round Rock-San Marcos Metropolitan Statistical Area. The limits are adjusted based on family size so that the more people who are in the family the more income is allowed. A person or family is considered to be "low/mod" if their annual gross income does not exceed 80% of the AMI, adjusted for family size. The 2019 Income Limits are included in the appendix area of this document.

As an entitlement community, the City of San Marcos receives an annual allocation of CDBG funds provided the City continues to meet all eligibility and program requirements. One of the requirements is the production of a 5-year planning document known as a "consolidated plan". In Program Year 2015 the City adopted the 2015-2019 CDBG Consolidated Plan, which included the 2015 Action Plan.

This Action Plan covers the fifth year of the five year plan; the program year begins October 1st and ends the following September 30th.

The CDBG-DR Disaster Recovery and CDBG-MIT Mitigation grants each have their own action plan that is separate from this document. These grants are mentioned in this document in the list of resources to provide a complete picture of the City's CDBG program.

Amendment One moved funding from the Unsafe Structures Program to the Southside Owner-Occupied Housing Rehabilitation Project on March 3, 2020.

Amendment Two was considered by City Council on June 16, 2020. In response to the COVID-19 pandemic, HUD has allocated an initial $425,261 in CDBG-CV Coronavirus funding which may be followed by additional allocations. This funding is to be used exclusively to prevent, prepare for, and respond to coronavirus. In order to receive this allocation, the City is amending this previously adopted 2019-2020 Action Plan to include the CDBG-CV funding.

Amendment Three is now open for public review and comment. A public hearing for was held by the City Council on June 16, 2020 to receive comments on the proposed projects and programs for Program Year 2020, and the proposal to reallocate $125,000 in the 2019-2020 Action Plan from the Paul Pena Park Project to the newly proposed Substandard Home Demolition Program. City Council directed staff to include this proposal in the projects and programs available for review and comment from July 5 through August 4.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

During the creation of the 2015-2019 Consolidated Plan, the City conducted an extensive outreach campaign that helped establish the High Priority Needs, which were set as:

- Affordable Housing
- Public Services
- Public Facilities / Infrastructure / Transportation
- Clearance Activities
- Program Administration

More information about Objectives and Outcomes is located in AP 20 of this document.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

All projects included in this Action Plan and projects funded during the past five years have met a High Priority Need. The City has complied with its adopted Citizen's Participation Plan during this Action Plan process and last year's end-of-the-year report, the CAPER. There were no substantial amendments during the previous year.

The City expended CDBG funds in a timely manner in accordance with HUD regulations. On an annual basis, HUD review's the performance of all entitlement recipients to determine whether each recipient is carrying out its CDBG assisted activities in a timely manner. If sixty days prior to the end of the grantee's current program year, the amount of grant funds available to the recipient under grant agreements but undistributed by the U.S. Treasury is more than 1.5 times the entitlement grant amount for its current program year the grantee is considered to be noncompliant with HUD requirements. The City has met and is currently below the statutory timeliness expenditure ratio of 1.5 -- ahead of the July 29th test date.

The City continues to affirmatively further Fair Housing in a variety of ways. On Tuesday, May 5, 2019, the City published Fair Housing information ads in English and Spanish in the body of the San Marcos Daily Record. On April 1, 2019, the Mayor issued a Proclamation declaring April to be Fair Housing Month in San Marcos that was presented to City staff, representatives of the San Marcos Public Housing Authority, and local realtors. The City maintains Fair Housing information on their website.

The City has never exceeded the program limits for public services funding (15%) or for program administration spending (20%). All financial reports have been submitted as required.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City followed its Citizen Participation Plan (the plan is included in the Appendix) as it conducted the 2019 Action Plan process. Outreach methods included updating the CDBG website, issuing press releases, sending e-mail reminders, publishing notices, distributing a CDBG Needs Survey, conducting workshops and a formal Council public hearing, and providing the Action Plan Draft for public review for a 30-day period.

In addition to the traditional communication methods, the City utilizes social media tools including Facebook,

Twitter, and YouTube. The key points in the City's press releases are posted on the City's social media accounts. Press releases are also posted in full on the City's webpage.

In 2020, for Amendment Two, the Citizen Participation Plan was modified according to HUD guidance to allow for a comment period of at least five days for changes to this Action Plan. The 2019 Action Plan with proposed changes shown in redline was posted online for review and comment from June 7-13, 2020, and citizens were notified by a public notice more than fourteen days prior to the comment period.

For Amendment Three, a notice was posted in the San Marcos Daily Record on May 31, 2020, regarding the public hearing held at the City Council meeting on June 16, 2020. The 2019 Action Plan with proposed changes shown in redline will be posted online for review and comment from July 5 – August 4, 2020, and citizens were notified of this comment period by a public notice published June 21, 2020, fourteen days prior.

More information about Citizen Participation and Consultation process is located in AP-12 of this document.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Please see AP-12 for details of their comments and the appendix contains a comprehensive summary of all public comments and summary of the survey results.

No comments were received during the 30-day Action Plan Draft review period, July 9- August 9, 2019.

Amendment Two: No comments were received during the 30-day Action Plan Draft review period, June 7-13, 2020.

Amendment Three: A note about comments received will be placed here after the July 5-August 4, 2020 comment period.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments were received during the 30-day Action Plan Draft review period.

7. Summary

San Marcos has been an entitlement community for the CDBG grant program since 1994. During the past 24 years, the City has utilized over $14,000,000 in CDBG funds to improve the quality of life, including quality of housing, for its low to moderate income residents. The City has installed sidewalks, created or upgraded neighborhood parks, supported services provided by local non-profit organizations, improved accessibility to public facilities and individual homes, and built or expanded community centers. With the addition of the CDBG-CV Coronavirus grant, the City will also be able to provide for response to the COVID-19 pandemic.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	SAN MARCOS	Planning & Development

Table 1 – Responsible Agencies

Narrative (optional)

The San Marcos City Council is the governing body for the City, with the City Manager or his designee authorized to act on behalf of the Council in matters pertaining to the CDBG Grants.

The City of San Marcos Community Initiatives Division of Planning and Development Services prepares the annual Action Plan and provides the oversight and administration of the CDBG program. The staff of this division provide leadership and technical assistance to the City departments and non-profit organizations that are selected to receive CDBG funding (subrecipients). The City's Finance Department processes draws in the IDIS system, prepares financial reports, and participates in Subrecipient monitoring.

For City projects, such as park or sidewalk improvements, a project manager is designated from the department overseeing the project. The project manager provides oversight of the construction work, monitors progress, and reviews and approves all payment requests before they are submitted to the CDBG staff for processing. Other departments that have a supporting role in the CDBG program include Planning and Permitting Divisions, Legal office, and Purchasing Division.

Consolidated Plan Public Contact Information

For more information, contact:

Carol Griffith, Community Initiatives Program Administrator, cgriffith@sanmarcostx.gov, 512-393-8147, or cdbg@sanmarcostx.gov

Information can also be found on the City's website at: www.sanmarcostx.gov/cdbg

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City's Action Plan was developed in accordance with its adopted Citizens Participation Plan, which is included in the Appendix. The City reached out to persons with limited English capacity by having bilingual translators available at public meetings, publishing key notices in Spanish, and having the Needs Survey available in both Spanish and English.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City's CDBG staff works closely with the San Marcos Housing Authority (SMPHA) and local organizations that provide services to our residents by sharing information on grant opportunities, training opportunities, and community information. The City waives development and permit fees for SMPHA projects and the construction of affordable housing by Habitat for Humanity. The City provides approximately $500,000 annually in city funds to local non-profit organizations. The City holds an open application process which allows housing and health service providers an equal opportunity to apply for funding. The City has participated in the construction / renovation of public facilities which serve the neighborhoods of San Marcos and have updated park facilities near public housing.

The City reached out and consulted Hays Caldwell Women's Shelter, Southside Community Center, and the San Marcos Public Housing Authority.

Next year the City plans to consult neighboring communities in order to foster greater cooperation.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of San Marcos and Hays County are not covered under a Continuum of Care. However, the City does work closely with the local non-profit organizations that provide shelter to specific targeted homeless populations and provide specific assistance in various forms to the homeless.

The City is in coordination with Census 2020 and facilitating cooperation between stakeholders.

The County does not perform a Point-In-Time count.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of San Marcos does not receive ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	San Marcos Public Housing Authority
	Agency/Group/Organization Type	Housing PHA Services - Housing Services-Children Services-Elderly Persons Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Invited to complete electronic survey via email; invitations to attend workshops. Invited to attend lead-based paint strategy training put on by HUD.
2	**Agency/Group/Organization**	Hays Caldwell Women's Center, Inc.
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless Services-Health Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Discussion with executive director. Invited to complete electronic survey via email

3	**Agency/Group/Organization**	CASA of Central Texas
	Agency/Group/Organization Type	Services-Children Child Welfare Agency Regional organization
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Discussion with staff members. Invitation to workshops and surveys.
4	**Agency/Group/Organization**	SAN MARCOS
	Agency/Group/Organization Type	Services-Health Health Agency Other government - Local
	What section of the Plan was addressed by Consultation?	Lead-based Paint Strategy Corrections programs/institutions
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Discussion with staff members. Invitation to workshops and surveys
5	**Agency/Group/Organization**	Texas General Land Office
	Agency/Group/Organization Type	Other government - State Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Discussion with staff members

6	**Agency/Group/Organization**	Habitat for Humanity San Marcos Area
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Invited to complete survey and discussion with Staff members. Invitation to attend meetings
7	**Agency/Group/Organization**	Greater San Marcos Partnership
	Agency/Group/Organization Type	Business Leaders
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Invited to complete survey. Invitation to attend meetings
8	**Agency/Group/Organization**	HAYS COUNTY
	Agency/Group/Organization Type	Services - Housing Health Agency Other government - County Regional organization
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Veterans Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Invitation to attend meetings.

9	**Agency/Group/Organization**	SOUTHSIDE COMMUNITY CENTER
	Agency/Group/Organization Type	Services-Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless Services-Health Services-Education Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Southside is an existing subrecipient and the City consults the executive director regularly via stakeholder meetings, applicant workshops, and public hearings.
10	**Agency/Group/Organization**	San Marcos Chamber of Commerce
	Agency/Group/Organization Type	Business Leaders Civic Leaders Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Invited to complete survey. Invitation to attend meetings

11	**Agency/Group/Organization**	TEXAS GENERAL LAND OFFICE
	Agency/Group/Organization Type	Other government - State
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consult the Texas General Land Office regularly regarding community development strategy and disaster recovery efforts.
12	**Agency/Group/Organization**	Capital Area Council of Governments
	Agency/Group/Organization Type	Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Transportation
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Invited to complete survey. Invitation to attend meetings - Regularly consulted regarding Transportation challenges in community development.

13	**Agency/Group/Organization**	Community Action of Central Texas (CA)
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Invited to complete survey. Invitation to attend meetings
14	**Agency/Group/Organization**	Scheib Center
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Health Agency
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Invited to complete survey. Invitation to attend meetings
15	**Agency/Group/Organization**	Hays County
	Agency/Group/Organization Type	Designated Local Health Authority
	What section of the Plan was addressed by Consultation?	Consultation Action Plan
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Emailed and called to set a time to consult; emailed the application for funding and other notices.
16	**Agency/Group/Organization**	Hill Country Mental Health and Developmental Disabilities Centers
	Agency/Group/Organization Type	Designated Local Mental Health Authority
	What section of the Plan was addressed by Consultation?	Consultation Action Plan
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Virtual meeting with the Executive Director and program directors. Outcomes include better understanding for City staff of resources available, and a service entity to include on email contact lists when grant funds become available. Hill Country considered applying for CDBG-CV grant funding.
16	**Agency/Group/Organization**	City of San Marcos Neighborhood Enhancement Department, Code Compliance Division
	Agency/Group/Organization Type	Local Government
	What section of the Plan was addressed by Consultation?	Consultation Action Plan

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Virtual meetings with management staff to discuss the need for assistance when citizens are unable to afford demolition of a substandard home. The result is a proposed program to be implemented jointly by Code Compliance and CDBG staff.

Identify any Agency Types not consulted and provide rationale for not consulting

No specific organizations were intentionally omitted from the participation process and the City makes every effort to consult all agency types.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City consulted with San Marcos Public Housing Authority concerning Lead-Based Paint Hazards, and HUD invited the PHA to attend HUD Environmental LBP Training. The PHA is currently undergoing a LBP Assessment in order to address what mitigation measures are required at this time. The City is not aware of any children who have been identified as lead-poisoned.

In May, 2020, to check for funding needs related to the COVID-19 pandemic, City staff contacted the Designated Local Health Authority, which for the City of San Marcos is Hays County. Tammy Crumley, Grants Administrator for the County, is the designated Local Health Director but the Local Health Authority has to be a medical doctor, so the County contracts with Dr. Charles Anderson. No comments were received.

In May, 2020, City staff also contacted the Designated Local Mental Health Authority, which for the City of San Marcos is Hill Country Mental Health and Developmental Disabilities Centers. The Hill Country Director and staff stated that they had received initial grants for the first sixty days of response, and they were in process of applying for a grant that would provide funding for nine months. With this funding their focus has been:

- Launching a COVID-19 support line (800#) to provide resource referrals
- Providing three no-cost counseling sessions to qualified applicants
- Providing information on self care, including to first responders
- Some rental and food support for their clients
- Some counseling for first responders (fire and emergency medical services)

Hill Country staff said that at first as people absorbed the impact, the demand for their services was lower, but now that the situation is continuing, they are seeing an increase in calls for help and in psychiatric hospitalizations.

Hill Country's purpose is to provide a safety net for people with Intellectual development disorder (IDD) diagnoses: case management, interactions with program providers. Individuals they serve live in a variety of settings: on their own, with family, group home, and host home/companion care. In each setting they receive support from a variety of funding sources. They noted that people with Intellectual Development Disorder (IDD) diagnoses are in the category of vulnerable population; they frequently have other medical issues. They said it may be the case that

people (caregivers, for example) who have been functioning without support need more help now, due to job loss, etc., so some form of outreach to caregivers could be a need that would qualify for CDBG-CV funding.

For the proposed Substandard Home Demolition program, Code Compliance staff will identify homes with substandard conditions and CDBG staff will verify income levels to determine beneficiaries. Program details are described in section AP-35 below.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The City conducted the Action Plan process in accordance with its adopted Citizens Participation Plan in an open and transparent manner. Staff began the process with a discussion of the CDBG program with the City Council to receive early direction on December 4, 2018. Applications were accepted from March 1, 2019 through April 5, 2019.

An Applicant Workshop was conducted on March 6th with ten persons in attendance. Handouts included copies of the presentation, an information sheet regarding public services funding, paper copies of the application, and blank survey forms (English/Spanish).

The City advertised the upcoming stakeholder workshop through the issuance of a press release, published legal notice March 3, 2019, posting of the release on the City's webpage, e-mailing the release to non-profit and neighborhood associations, and noting the meeting in the City's social media accounts. Non-profits that were contacted; Southside Community Center, Hays Caldwell Women's Center, SMCISD Age Parenting Program, Community Action, Scheib Opportunity Center, Combined Community Action, Hays County Homespun, Nosotros La Gente, Greater San Marcos Youth Council, Society of St. Vincent de Paul, Casa of Central Texas Inc., PALS of Central Tx, Unity Way of Hays County, Central TX Dispute Resolution Center, School Fuel, Hays County Child Protective Board, Salvation Army-San Marcos Service Center.

The workshop was scheduled for 6-8 p.m. March 6, 2019; five participants attended. At both workshops, a Spanish-speaking employee was present to provide assistance if needed.

A "CDBG Needs Survey - 2019 Action Plan" was circulated in both English and Spanish seeking comments on the best use for CDBG grant funds during the next year. The forms were available at the applicant workshop, and were e-mailed to the public housing authority, local non-profit organizations. The survey's availability was also included in press releases about the Action Plan Process.

Council conducted a public hearing on June 4, 2019 on the 2019 Action Plan in which 8 people spoke. Notice for this public hearing was submitted in the Daily Record May 19, 2019. All comments were accepted. The discussion of the applications and award of projects to be funded in the 2019 Action Plan was held by the City Council in open session on June 18, 2019.

The comment period was held to allow public review and comments on the 2019 Action Plan Draft from July 9 through August 9, 2019. The draft was available on-line on the City's website and paper copies were available at the San Marcos Public Library, the City Hall Lobby, and the Planning and Development Services office. A notice was published in the San Marcos Daily Record on July 7, 2019.

All comments were accepted.

Summary of ~~2020~~ Public Outreach for Amendment Two

Please see the table below for details on outreach during the 2020 addition of CDBG-CV funding to this action plan. May 1, 2020, the City published a display ad (not classified) in the San Marcos Daily Record to advise all potential applicants the City would be accepting applications for CDBG-CV funding from May 1-20, 2020. Staff also sent emails to 126 email addresses for social service organizations, business organizations, churches, City departments, and the county. The City's communications department sent press releases announcing that the City had been allocated the funding (May 5, 2020), to encourage people to apply (May 6, 2020), and announcing

the public hearing and comment period (May 22, 2020). A public hearing was held at the City Council meeting on June 2, 2020, and no comments were received from the general public, although a letter of support was received from the board chair of the San Marcos Chamber of Commerce for the application made by the Chamber of Commerce. A public comment period was held June 7-13, in accordance with the shortened review times made possible through HUD waivers due to the urgency of the need for response to the COVID-19 pandemic.

Summary of Public Outreach for Amendment Three

For Amendment Three, a notice was posted in the San Marcos Daily Record on May 31, 2020, regarding the public hearing held at the City Council meeting on June 16, 2020. The 2019 Action Plan with proposed changes shown in redline will be posted online for review and comment from July 5 – August 4, 2020, and citizens were notified of this comment period by a public notice published June 21, 2020, fourteen days prior.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of Response and Attendance	Summary of Comments Received	Summary of Comments Not Accepted and Reasons
1	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Non-targeted/broad community Residents of Public and Assisted Housing	Council conducted a public hearing on June 4, 2019 on the 2019 Action Plan.	Minutes attached in the appendix.	All comments were accepted
3	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community	Notice of CDBG application schedule March 3, 2019.	NA	NA
4	Newspaper Ad	Minorities Residents of Public and Assisted Housing	Notice of Application Workshop and Application Availability, March		All comments were accepted.

Sort Order	Mode of Outreach	Target of Outreach	Summary of Response and Attendance	Summary of Comments Received	Summary of Comments Not Accepted and Reasons
		Applicants for CDBG funding	3, 2019. 10 persons attended the workshop.		
5	Community Needs Survey	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	The survey was printed in English and Spanish. The forms were provided to attendees at the application workshop, e-mailed to the PHA and local non-profit organizations, and neighborhood associations. The form was also available on the City's website where it could be downloaded. The surveys were also distributed to the public during the June 4, 2019 City Council meeting. This is the same meeting where the City held the Public Hearing.	The City did not receive any submitted survey responses.	NA
6	Public Meeting	Potential applicants for funding	Application workshop had 10 in attendance.	Staff presentation regarding eligible activities, applicant responsibilities, the application process, and Action Plan process. Staff answer all questions from those in attendance.	All comments were accepted
7	Internet Outreach	Non-targeted/broad community	The CDBG website was continuously updated with	No comments received during 30-day comment	All comments were accepted

Sort Order	Mode of Outreach	Target of Outreach	Summary of Response and Attendance	Summary of Comments Received	Summary of Comments Not Accepted and Reasons
			information about the application process. Applications/surveys were available; announcements of meetings posted; draft posted for review.	period. All other comments addressed in other areas above.	
8	Internet Outreach	Minorities Persons with disabilities Residents of Public and Assisted Housing	E-Mails to non-profit organizations, neighborhood associations, city departments regarding CDBG processes.	Comments covered previously.	All accepted.
9	Social Media	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	The City uses Twitter and Facebook to provide updates in a timely manner.	Comments are not directly attributed to this method of outreach.	N/A
10	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted	FAIR HOUSING: Bi-lingual ad in body of paper; issuance of Proclamation;	No comments received in response to ad. Those in attendance to accept proclamation spoke of the importance of Fair Housing in San Marcos.	N/A

Sort Order	Mode of Outreach	Target of Outreach	Summary of Response and Attendance	Summary of Comments Received	Summary of Comments Not Accepted and Reasons
		Housing			
11	30-Day Public Comment Period	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Open public comment period. Posted July 7th and ran from July 9th - August 9th.	The City did not receive any submitted public comments. Comments received during the City Council Public hearing are submitted in the attachments (minutes) to this action plan.	
12	May 1, 2020, Display Ad	Potential creators of COVID-19 response programs	Contacted by six total potential applicants	NA	NA
13	May 1, 2020, Emails	Potential creators of COVID-19 response programs	Contacted by six total potential applicants	NA	NA
14	May 1, 2020, Social Media (Facebook)	Potential creators of COVID-19 response programs	Contacted by six total potential applicants	NA	NA
15	May 1-20, 2020 Website Posting	Potential creators of COVID-19 response programs	Contacted by six total potential applicants	NA	NA
16	May 5, 2020, Press Release	General public, to inform of funding	(Providing information only)	NA	NA
17	May 6, 2020, Press Release	Potential creators of COVID-19 response programs	Contacted by six potential applicants total	NA	NA
18	May 22, 2020, Press Release	General public, for comments	No comments were received.	NA	NA
19	June 2, 2020, Public Hearing	General public, for comments	Comments from Council only; no public comments; one support letter	Council comments were on potential program structure	NA

Sort Order	Mode of Outreach	Target of Outreach	Summary of Response and Attendance	Summary of Comments Received	Summary of Comments Not Accepted and Reasons
20	June 7-13, 2020, Public Comment Period	General public, for comments	No comments were received.	NA	NA
21	May 31, 2020, Notice of Public Hearing	General public	NA	NA	NA
21	June 16, 2020, Public Hearing	General public, for comments	Comments from Council only; no public comments	Council directed staff to include the proposed program in the draft slate of projects	NA
22	July 5-August 4, 2020, Public Comment Period	General public, for comments	Pending	Pending	Pending

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City anticipates continuing to receive an annual CDBG allocation of approximately $500,000 and does not expect to become an entitlement community for HOME, ESG, or ADDI funding during the next five years.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected $ Amount Available Remainder of ConPlan	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	680,998	0	0	680,998	50,819	
CDBG funds will be used to address community housing and non-housing priority needs.								
CDBG-DR and CDBG-MIT	public - federal	Acquisition Admin and Planning Housing Public Improvements					55,000,000	One-time allocation
The San Marcos City Council is the governing body for the City, with the City Manager or his designee authorized to act on behalf of the Council in matters pertaining to the CDBG-DR grant. The City's Planning and Development Services Department Community Initiatives Division staff members are responsible for oversight and monitoring of the CDBR-DR funding. The City plans to contract with outside professionals to assist the city staff in reviewing several hundred applications for housing funds. The City will likely work with outside engineering and construction for the Infrastructure Program Amendment to the City of San Marcos Action Plan for Disaster Recovery Disaster Relief Appropriations Act of 2016 (Public Law 114-113, Approved Dec. 18th, 2015) (DR Action Plan) and FR-6109-N-02, CDBG-MIT allocation released August 30, 2019. The city will continue to receive draws from the IDIS system and set up a parallel system for draws from the DRGR system. Draws and financial reporting are handled through the City's Finance Department.								
CDBG-CV	public - federal	prevent, prepare for, and respond to coronavirus					$425,261	One-time allocation
CDBG-CV funds will be used for response to the effects of the COVID-19 pandemic on the economy and low-to-moderate income individuals.								

Table ~~51~~ - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of San Marcos utilizes both CDBG and General Fund dollars to provide assistance to local non-profit organizations who provide services in the San Marcos area. Although CDBG funds for "public services" are limited to 15% of the annual allocation (approx. $75,000 for a $500,000 allocation), the City leverages these limited resources with approximately $500,000 in local funds. Citizen advisory boards review applications for both funding sources and make recommendations to the City Council on funding awards.

San Marcos was selected to receive Disaster Recovery funding (CFR date June 17, 2016) as a direct recipient to help with the recovery from the two federally-declared flood disasters that occur in calendar year 2015. The Federal Register notice for this funding was published on June 17, 2016 with an effective date of June 22nd. San Marcos has created a separate Action Plan for the use of these disaster funds. These funds will help the City address the unmet needs of the community damaged by the flood – eligible activities are in the areas of housing and infrastructure, with an emphasis on resiliency.

August 30, 2019 the City received the Federal Notice regarding CDBG-MIT Mitigation allocation of $24,012,000. These funds will be used to address future disaster mitigation needs.

The City does not require that funded projects/programs provide "matching" funds. However, it is common for CDBG-funded infrastructure and public facility projects to include the use of non-federal funds.

Regarding the COVID-19 response, no private, state, or local funds are planned to be used to leverage the CDBG-CV funds specifically. However, entities are forming partnerships to address the issues, as is shown by the joint Chamber of Commerce-City application to fund a small business support program with CDBG-CV funding. The City continues to explore partnerships that may result in leveraging other funds.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Funding for publicly owned land is included in the 2019 Action Plan. A total of $125,000 is proposed for rehabilitation of a neighborhood park located in a low/mod community.

Discussion

The City will use all resources available to address the needs of the community.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

	Goal Name	Start Year	End Year	Category	Needs Addressed	Funding	Goal Outcome Indicator
1	CDBG Owner-Occupied Housing Rehabilitation	2015	2019	Affordable Housing	Affordable Housing	CDBG: ~~$195,000~~ $262,142	Homeowner Housing Rehabilitated: 17 Household Housing Unit
2	CDBG ~~Parks, Sidewalks and Public Facilities~~ Clearance of Spot Slum and Blight	~~2015~~ 2020	~~2019~~ 2021	~~Non-Housing Community Development~~ Clearance	~~Public Facilities, Infrastructure, Transportation~~ Blight Removal	CDBG: $125,000	~~Public Facility or Infrastructure Activities other than~~ Low/Moderate Income ~~Housing~~ Benefit: ~~515 Persons Assisted~~10 homeowners assisted
3	CDBG Public Services	2015	2019	Non-Housing Community Development	Public Services	CDBG: $73,656	Public service activities other than Low/Moderate Income Housing Benefit: 185 Persons Assisted Homelessness Prevention: 10 Persons Assisted
~~**4**~~	~~CDBG Clearance of Spot Slum & Blight~~	~~2017~~	~~2019~~	~~Clearance~~		~~CDBG: $67,142~~	~~Buildings Demolished: 2 Buildings~~ ~~Housing Code Enforcement/Foreclosed Property Care: 2 Household Housing Unit~~
5	CDBG Program Administration	2015	2019	Program Admin	Program Administration	CDBG: $136,200	Other: 0 Other
6	CDBG First Time Homebuyer Program	2016	2019	Affordable Housing	Affordable Housing	CDBG: $84,000	Direct Financial Assistance to Homebuyers: 12 Households Assisted
8	CDBG-DR Owner-Occupied Rehab/Recon	2015	2019	Affordable Housing	Affordable Housing	CDBG - DR, $2,000,000	Homeowner Housing Rehabilitated: 15 Household Housing Unit

9	CDBG-DR Rental Rehab/Recon DR	2015	2019	Affordable Housing	Affordable Housing	CDBG - DR, $500,000	Rental units rehabilitated: 0 Household Housing Unit
10	CDBG-DR Infrastructure	2015	2019	Public Infrastructure	Public Facilities, Infrastructure, Transportation	CDBG - DR, $10,000,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 192 Persons Assisted
11	CDBG-MIT Repetitive Loss Infrastructure	2020	2031	Public Infrastructure	Reduce risks associated with flooding	$16,000,000	Measurably reduced risks
12	CDBG-MIT Land Preservation Program	2022	2031	Public Infrastructure	Reduce risks associated with flooding	$2,849,600	Measurably reduced risks
13	CDBG-MIT Hazard Warning System	2020	2021	Public Infrastructure	Reduce risks associated with flooding	$300,000	Measurably reduced risks
14	CDBG-MIT Signs & Barricades	2020	2021	Emergency Operations	Reduce risks associated with flooding	$60,000	Measurably reduced risks
15	CDBG-MIT Planning	2020	2022	Planning	Reduce risks associated with flooding	$3,601,800	Measurably reduced risks
16	CDBG-MIT Administration	2019	2031	Administration	Program Administration	$1,200,600	Other
17	CDBG-CV Economic Development	2020	2020	Economic Development	Retention of jobs for low-to moderate-income people	$200,000	Number of jobs retained in small businesses
18	CDBG-CV Public Services	2020	2020	Non-Housing Community Development	Counseling for abused and neglected children	$55,600	Percent of qualified children who are provided with an advocate
19	CDBG-CV Administration	2020	2020	Program Administration	Program Administration	$64,131	Other

Table ~~62~~ – Goals Summary

Goal Descriptions

1	**Goal Name**	Owner-Occupied Housing Rehabilitation
	Goal Description	Providing housing rehabilitation services through a subrecipient, Southside Community Center, to low/mod owner-occupied single-family housing. The scope of work is determined on a site-by-site basis, but typically includes repairing/replacing damaged roofs, siding, sheetrock, cabinets; correcting plumbing and electrical code deficiencies; improving accessibility; painting; and updating floor coverings. The City will provide emergency home repair assistance to low/mod owner-occupied single-family housing.
2	**Goal Name**	Clearance of Spot Slum and Blight~~Parks, Sidewalks and Public Facilities~~
	Goal Description	~~The City will continue its program of updating and improving neighborhood parks in 2019 by rehabilitating Paul Pena Park. This park will benefit the entire City of San Marcos (The City has a majority LMI population).~~City staff will identify substandard structures in need of demolition to eliminate spot slum and blight, and will use CDBG funds to demolish the structures when homeowners are unable to due to financial constraints.
3	**Goal Name**	Public Services
	Goal Description	The City will use CDBG funds to support programs that benefit victims of family violence, abused and neglected children, and the low/mod youth in San Marcos. In 2018 the following agencies are funded: CASA - Child Advocacy Program; and Habitat for Humanity Housing Counseling Program.
4	~~**Goal Name**~~	~~Clearance of Spot Slum & Blight~~
	~~**Goal Description**~~	~~Unsafe Structures Program~~ *Unfunded by Amendment No. 1*
5	**Goal Name**	Program Administration
	Goal Description	This activity provides funding for the oversight and management of the CDBG grant program.
6	**Goal Name**	First Time Homebuyer Program
	Goal Description	Down Payment and Closing Cost housing assistance for eligible families to purchase a home within the City limits of San Marcos
8	**Goal Name**	Owner-Occupied Rehab/Recon DR
	Goal Description	Due to flooding damage, the city will rehabilitate with elevation if needed, or reconstruct houses that are substantially damaged after the storm due to disaster related impacts of single family owner occupied homes damaged during the storm.

9	**Goal Name**	Rental Rehab/Recon DR
	Goal Description	Due to flooding damage, the city will rehabilitate, with elevation if needed, or reconstruct SF 1-4 Unit Rental uses that are substantially damaged after the storm due to disaster related impacts during the storm.
10	**Goal Name**	Infrastructure
	Goal Description	Intersection improvements are proposed including curb cuts and inlet improvements adjacent to the low point locations and inlets for the north side/Rehab facility. Clearing of the existing TxDOT ditch is also proposed as it is currently overgrown, and not well-maintained. Downstream at Davis Road, the existing dual 8'x4' culverts will be supplemented with 2 additional culverts as not to constrict flow. Lastly the City will consider a future channel along Davis Road or the Railroad near the Lake to connect to the Blanco River, as the Lake is reported to overflow both west and east in heavy events. The project will require coordination with TxDOT for these improvements. By adding a new central storm drain system to Conway & Barbara Drives connected to the existing storm drain system, and providing a new 60-inch outfall to the San Marcos River (supplementing the existing 60-inch outfall); both the existing and proposed systems meet the City's required 25-year criteria. Additional 24-inch connections across River Road into the Woods Apartment Ditch are proposed to provide additional relief during lesser events. Road regrading is proposed for this reach of River Road from Linda to Cape Rd. revising the roadway cross-section to drain towards the Woods apartment ditch. Lastly, there is a potential buyout property on Conway that may be purchased for use as a drainage easement to add an inlet and lead system to drain the alley/easement between Barbara & Conway. Adding a new storm drain system to Clarewood Dr. with a connection to both the Bugg Lane system and with a connection to the existing Highway 80 ditch (where ponded water currently flows), the system will meet criteria, and runoff will be captured by the storm drains and ditches instead of ponding in the roadway. Barbara Drive will be regraded to drain to Bugg Lane for adequate drainage. By converting the roadways to depressed curb-and-gutter sections with adequate grading, and adding a new storm sewer system with a new 48-inch outfall to the Blanco River, this area would be brought into compliance meeting the City's 25-year design criteria.
11-16	**Goal Name**	All CDBG-MIT Projects
	Goal Description	All CDBG-MIT Mitigation grant projects have the same goal. The purpose of this funding is to increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters.

17	**Goal Name**	Economic Development
	Goal Description	The COVID-19 pandemic and related business closures are having an unprecedented effect on the economy and may have a disproportional effect on low-to-moderate income individuals who work in retail and service industries, as well as on small businesses that necessarily operate with low reserves. CDBG-CV funding will be used to provide technical assistance, personal protective equipment, and business modifications to help prevent the spread of COVID-19.
18	**Goal Name**	Public Services
	Goal Description	The City will use CDBG-CV funds to provide additional support to Court Appointed Special Advocates (CASA) because child abuse cases are rising due to stay-at-home orders and school and business closures.
19	**Goal Name**	CDBG-CV Administration
	Goal Description	This portion of CDBG-CV funding pays for City staff oversight and management of the CDBG-CV grant program. Staff members track their hours spent per grant and are paid by the applicable grant.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of San Marcos conducted an open application process in accordance with its Citizens Participation Plan. All applications were reviewed for completeness and eligibility by City Staff.

The City provides funding to support programs benefitting its citizens through three funding sources: Public Services through CDBG; Human Services Funding; and San Marcos Commission on Children and Youth funding. The latter two are funded using City funds.

This City's Disaster Recovery Action Plan is available at: http://www.smtxfloodrecovery.com/ The DR Action Plan priorities are: Housing (SF Owner Occupied Rehab/Recon & SF Rental Rehab/Recon), Infrastructure, Planning, and Administration.

Projects

#	Project Name
1	CDBG - Program Administration
2	CDBG - CASA - Child Advocacy Program 2020
3	CDBG - ~~City - Paul Pena Park~~City – Substandard Home Demolition
4	CDBG - City - Homebuyer Assistance
5	CDBG - Southside Community Center Rehab Program
6	CDBG - Habitat for Humanity - Housing Counseling
~~7~~	~~CDBG - City - Unsafe Structures Program~~ *Unfunded by Amendment No. 1*
8	CDBG - City - Emergency Repair Program
9	CDBG-DR – Owner Occupied Housing Rehabilitation and Reconstruction
10	CDBG-DR – Infrastructure
11	CDBG-MIT Repetitive Loss Infrastructure
12	CDBG-MIT Land Preservation Program
13	CDBG-MIT Hazard Warning System
14	CDBG-MIT Signs & Barricades
15	CDBG-MIT Planning

#	Project Name
16	CDBG-MIT Administration
17	CDBG-CV - COVID-19 Small Business Recovery
18	CDBG-CV – Advocacy Services for Abused and Neglected Children
19	CDBG-CV – Program Administration

Table 7~~3~~ - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

All projects and programs funded meet one of the identified high priority needs of the City. The primary obstacle to addressing underserved needs remains a lack of adequate federal funding. The City has chosen to focus on affordable housing for the PY 2019 including owner-occupied housing rehab program and homebuyer assistance. Due to ever-increasing costs, the City has chosen to fund program administration at the full 20% maximum and is funding two applications for public service projects (CASA & Housing Counseling).

The City is currently working to reimburse the Public Housing Authority under the CDBG-DR grant for cost associated with the flooding of 2015.

Land Acquisition for LMI Housing remains a priority as outlined in PY18's AAP.

The City Council has determined to continue the Rental Rehabilitation Program in the CDBG-DR Action Plan.

In response to the COVID-19 pandemic, Amendment Two of this 2019 Action Plan adds Economic Development as a high priority for the City. This is a high priority for several reasons. The business closures are having a direct impact on individual incomes, in particular the low-to-moderate employees of the retail and service industry sectors. These closures will also lead to indirect impacts (a ripple effect) that will only become clear as time goes on. The pandemic itself is also taking a toll on the health of individuals. In addition, government entities and healthcare systems have had added expenses caused by the response to the pandemic, and it is expected that public service providers such as shelters will see additional request for service. The City has had to choose carefully to make the optimal use of CDBG and CDBG-CV money available to respond to these needs that exceed funding. Obstacles include not knowing all the impacts of a currently unfolding situation and being able to document accurately the need of individuals, businesses, and programs requesting assistance.

The existence of substandard and dangerous homes in various locations throughout San Marcos continues to be a negative influence on the safety and property values of nearby homeowners. Code Compliance staff have identified the need for financial assistance for the owners of a number of the homes so the structures can be demolished. The use of CDBG funding up front enables the City to eliminate the blight. A lien will be placed on the properties so that the funding can possibly be recovered upon sale of the property.

AP-38 Project Summary

1	**Project Name**	Program Administration
	Goals Supported	Program Administration
	Needs Addressed	Program Administration
	Funding	CDBG: $136,200
	Description	Administrative activities include preparation of all environmental reviews, publication of required notices, monitoring program subrecipients, monitoring for Davis Bacon and Related Acts compliance; monitoring for lead hazard compliance, providing a Subrecipient Training workshop and ongoing technical assistance as needed, furthering fair housing, and other activities that ensure compliance with all program requirements.
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	NA
	Location Description	NA
	Planned Activities	Administrative activities include preparation of all environmental reviews, publication of required notices, monitoring program subrecipients, monitoring for Davis Bacon and Related Acts compliance; monitoring for lead hazard compliance, providing a Subrecipient Training workshop and ongoing technical assistance as needed, furthering fair housing, and other activities that ensure compliance with all program requirements.
2	**Project Name**	CASA - Child Advocacy Program 2020
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $50,000
	Description	CASA volunteers serve as Guardians Ad Litem to represent the children's best interest and are present at every court session and attend meetings with CPS, treatment centers, foster placement agencies, and schools. CASA makes recommendations on actions needed to protect the children, to provide for their medical, educational, and therapeutic care, and works to find safe and permanent homes for the children. No fees are charged to the

		clients. Planned Activities: The CDBG funds will be used for operating expenses, specifically salaries and fringe benefits for staff that serve clients in San Marcos. Funding is on a reimbursement basis.
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	120 Abused Children are proposed to benefit from this activity.
	Location Description	1619 Common St #301, New Braunfels, TX 78130
	Planned Activities	CASA volunteers serve as Guardians Ad Litem to represent the children's best interest and are present at every court session and attend meetings with CPS, treatment centers, foster placement agencies, and schools. CASA makes recommendations on actions needed to protect the children, to provide for their medical, educational, and therapeutic care, and works to find safe and permanent homes for the children. No fees are charged to the clients. Planned Activities: The CDBG funds will be used for operating expenses, specifically salaries and fringe benefits for staff that serve clients in San Marcos. Funding is on a reimbursement basis.
3	**Project Name**	CDBG - City – Substandard Home Demolition~~City - Paul Pena Park~~
	Goals Supported	Clearance of Spot Slum and Blight ~~Parks, Sidewalks and Public Facilities~~
	Needs Addressed	~~Public Facilities, Infrastructure, Transportation~~Blight Removal
	Funding	CDBG: $125,000
	Description	City staff will identify substandard structures in need of demolition to eliminate spot slum and blight, and will use CDBG funds to demolish the structures when homeowners are unable to due to financial constraints. A lien will be placed on the property to recover funds if possible when the property sells. ~~Funds will be used to construct a concrete assessable path within an existing park and install a new play structure~~.
	Target Date	9/30/2021~~0~~
	Estimate the number and type of families that will benefit from the proposed activities	~~Area Benefit - LMI population of Census Tract is 4,520.~~ Ten homeowners with low to moderate incomes who cannot afford to clear substandard structures from their land
	Location Description	~~1209 Crystal River Parkway San Marcos, TX 78666~~Throughout San Marcos

	Planned Activities	~~Funds will be used to construct a concrete assessable path within an existing park and install a new play structure.~~ Substandard home demolition
4	**Project Name**	City - Homebuyer Assistance
	Goals Supported	First Time Homebuyer Program
	Needs Addressed	Affordable Housing
	Funding	CDBG: $84,000
	Description	Down Payment and Closing Cost housing assistance for eligible families to purchase a home within the City limits of San Marcos
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Twelve LMI families are proposed to benefit from this activity.
	Location Description	Within the City limits of San Marcos
	Planned Activities	Down Payment and Closing Cost housing assistance for eligible families to purchase a home within the City limits of San Marcos
5	**Project Name**	Southside Community Center Rehab Program
	Goals Supported	Owner-Occupied Housing Rehabilitation
	Needs Addressed	Affordable Housing
	Funding	CDBG: ~~$125,000~~ $192,142 *Funding moved from Unsafe Structures by Amendment No. 1*
	Description	The rehabilitation of seven owner-occupied, low-to-moderate income single-family residences.
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Seven LMI families are proposed to benefit from this activity.
	Location Description	Within the City limits of San Marcos.

	Planned Activities	The rehabilitation of seven owner-occupied, low-to-moderate income single-family residences.
6	**Project Name**	Habitat for Humanity - Housing Counseling
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $23,656
	Description	Provide high quality (HUD Certified) financial and housing workshops and one-on-one counseling, designed to increase the financial capability and confidence of low-to-moderate income individuals/families, assisting them in obtaining and maintaining safe, stable and affordable homes.
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	750 persons are estimated to benefit from this activity.
	Location Description	630 E. Hopkins, San Marcos, TX 78666
	Planned Activities	Provide high quality (HUD Certified) financial and housing workshops and one-on-one counseling, designed to increase the financial capability and confidence of low-to-moderate income individuals/families, assisting them in obtaining and maintaining safe, stable and affordable homes.
~~**7**~~	~~**Project Name**~~	~~City - Unsafe Structures Program~~ *Unfunded by Amendment No. 1*
	~~**Goals Supported**~~	~~Clearance of Spot Slum & Blight~~
	~~**Needs Addressed**~~	~~Clearance Activities~~
	~~**Funding**~~	~~CDBG: $67,142~~
	~~**Description**~~	~~Program is the removal or safeguarding of deteriorated, substandard structures that create a public health and safety hazard.~~
	~~**Target Date**~~	~~9/30/2020~~
	~~**Estimate the number and type of families that will benefit from the proposed activities**~~	~~Four LMI families are proposed to benefit from this activity.~~

	~~**Location Description**~~	~~Within the City Limits of San Marcos.~~
	~~**Planned Activities**~~	~~Program is the removal or safeguarding of deteriorated, substandard structures that create a public health and safety hazard.~~
8	**Project Name**	City - Emergency Repair Program
	Goals Supported	Owner-Occupied Housing Rehabilitation
	Needs Addressed	Affordable Housing
	Funding	CDBG: $70,000
	Description	Grant up to $5,000 to assist with specific home repairs Eligible Repairs including but not limited to: Heating/cooling system, electrical problems, plumbing problems, accessibility improvements, roofing.
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Ten LMI families are projected to benefit from this activity.
	Location Description	Within the City Limits of San Marcos.
	Planned Activities	Grant up to $5,000 to assist with specific home repairs Eligible Repairs including but not limited to: Heating/cooling system, electrical problems, plumbing problems, accessibility improvements, roofing.
9	**Project Name**	CDBG-DR – Owner Occupied Housing Rehabilitation, Reconstruction, and Reimbursement
	Goals Supported	Owner-Occupied Housing Rehabilitation
	Needs Addressed	Affordable Housing/Disaster Recovery
	Other Information	See the CDBG-DR Action Plan
10	**Project Name**	CDBG-DR – Infrastructure and Acquisition
	Goals Supported	Infrastructure Construction and Acquisition of Property for Infrastructure Projects
	Needs Addressed	Disaster Recovery

	Other Information	See the CDBG-DR Action Plan
11-16	**Project Name**	All CDBG-MIT Projects
	Goals Supported	All CDBG-MIT Mitigation grant projects have the same goal. The purpose of this funding is to increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters.
	Needs Addressed	Mitigation of risks from future disasters.
	Other Information	See the CDBG-MIT Action Plan
17	**Project Name**	CDBG-CV - COVID-19 Small Business Recovery
	Goals Supported	Economic Development
	Needs Addressed	Retention of jobs for low-to moderate-income people
	Funding	$200,000
	Description	The COVID-19 pandemic and related business closures are having an unprecedented effect on the economy and may have a disproportional effect on low-to-moderate income individuals who work in retail and service industries, as well as on small businesses that necessarily operate with low reserves. CDBG-CV funding will be used to provide technical assistance, personal protective equipment, and business modifications to help prevent the spread of COVID-19.
	Target Date	Begins as soon as notice to proceed is issued by the City after required reviews, ends when funding is expended on COVID-19 pandemic related business impacts
	Estimate the number and type of families that will benefit from the proposed activities	The low- to moderate-income employees of 36 businesses will be assisted.
	Location Description	Citywide
	Planned Activities	• Technical Assistance and Funding for small businesses and microenterprises • Up to $5,000 per business for: i. Operational Safety - Redesign physical space in order to ensure safety and social distancing. ii. Sanitation Training and PPE iii. Digital Redesign for Social Distancing

		• Mandatory workshop on best practices for recovery • By: City Economic Development Department, Main Street, and Chamber of Commerce
18	**Project Name**	CDBG-CV – Advocacy Services for Abused and Neglected Children
	Goals Supported	Public Services
	Needs Addressed	Counseling for abused and neglected children
	Funding	$55,600
	Description	The City will use CDBG-CV funds to provide additional support to Court Appointed Special Advocates (CASA) because child abuse cases are rising due to stay-at-home orders and school and business closures.
	Target Date	Begins as soon as notice to proceed is issued by the City after required reviews, ends when funding is expended on COVID-19 pandemic related cases
	Estimate the number and type of families that will benefit from the proposed activities	30 low- to moderate-income children
	Location Description	Citywide
	Planned Activities	• Partial funding for additional Case Supervisor, Team Lead, Technology • Recruit and train volunteer caseworkers to advocate for children removed from their homes • Advocating for mental health, medical, education, housing, and permanency in safe, stable homes • Scalable program model depending on need • Increased need due to family stress due to economic impact and stay-at-home orders • By: Court Appointed Special Advocates
19	**Project Name**	CDBG-CV – Program Administration
	Goals Supported	CDBG-CV Program Administration
	Needs Addressed	Program Administration
	Funding	$64,131
	Description	This portion of CDBG-CV funding pays for City staff oversight and management of the CDBG-CV grant program. Staff members track their hours spent per grant and are paid by the applicable grant.

	Target Date	Begins as soon as HUD provides approval to use funds, ends when funds have been expended and all projects have been formally closed
	Estimate the number and type of families that will benefit from the proposed activities	NA
	Location Description	Citywide
	Planned Activities	• Provide technical assistance to funded programs • Ensure the appropriate use and documentation of funds • Monitor and report progress to HUD

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of San Marcos does not have any specific target areas for CDBG expenditures -- essentially, the entire City has a low-mod population, spread throughout most of the Census Tracts. Area-benefit projects will be located in areas where the beneficiaries to be served are predominately low-to-moderate income families. All service areas will be at least 51% low/mod as established by HUD.

Geographic Distribution

Target Area	Percentage of Funds

Table 84 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City does not allocate investments geographically.

Discussion

The City strives to improve low-income residential neighborhoods, especially those with high concentrations of minorities and other protected classes, by improving parks and other public facilities and infrastructure. These public improvements bring the areas up to standards equal to other areas of the City and make the neighborhoods safer and more desirable.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City is committed to providing affordable housing of choice to low-to-moderate income families by educating the public on fair housing issues and rights and affirmatively furthering fair housing. The City helps maintain the value of existing housing through its housing rehabilitation partnership with Southside Community Center programs. The City provides construction permit fee waivers for the construction of affordable housing and for rehabilitation programs funded through the CDBG grant. The City anticipates that at least 2 of the beneficiaries assisted through the housing rehabilitation program will include a person with a special need.

Households supported through: CDBG - Rehab = 17, CDBG DR = 15, Total 32.

The City will also address affordable housing needs through the homebuyer assistance program and for eligible LMI households. (One year goal - 12 Homebuyers)

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	30
Special-Needs	2
Total	**32**

Table 9~~6~~ - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	32
Acquisition of Existing Units	0
Total	**32**

Table 10~~7~~ - One Year Goals for Affordable Housing by Support Type

Discussion

The City has focused its 2019 funds on housing programs:

Southside's program helps (7) low/mod property owners, many who will be elderly or persons with a disability, remain in their homes by providing rehabilitation activities that improve accessibility as needed, remove dangerous code deficiencies, remove lead-paint hazards, and improve the quality of life/property values.

The City will address affordable housing through the homebuyer assistance program and for (12) eligible LMI households.

The City will provide emergency home repair for LMI Housing benefit for (10) households.

AP-60 Public Housing – 91.220(h)

Introduction

The San Marcos Housing Authority administers the Housing Choice (Section 8) Voucher Program and Public Housing. The City works closely with the Housing Authority regarding public housing issues. There is a definite need for additional public housing / Section 8 vouchers in San Marcos as is evidenced by the long waiting lists both programs typically maintain. The City's Mayor appoints members to the Housing Authority's Board of Directors.

The City's Substantial Amendment No. 7 to the Disaster Recovery Action Plan included a reimbursement activity for the San Marcos Public Housing Authority. This activity would reimburse the PHA for eligible expenses related to the 2015 disaster events.

Actions planned during the next year to address the needs to public housing

The greatest need of the public housing program in 2019 remains the on-going determination of the unmet needs of the Housing Authority as it relates to the recovery from the 2015 flood disaster. The City approved Amendment #8 to the CDBG-DR Action Plan in the past year to include a Reimbursement as an eligible expense for the PHA from the flooding of 2015. The PHA is currently providing compliance documentation in order to receive reimbursement from the CDBG-DR Program.

The City provides Technical Assistance (TA) and works closely with the SMHA to provide whatever assistance may be necessary to enhance public and affordable housing options and Section 8 programs.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Several years ago the City partnered with the PHA to construct a new adult learning center for its FSS campus at Chapultepec Homes. The City provides City funds to the FSS program. The City also provides scholarships for PHA children for recreation fee expenses through a CDBG-funded scholarship public service program.

A five-member board, including a resident board member, oversees the PHA. Each public housing complex has a resident Council or Assembly group which holds periodic meetings. A youth development program serves about 90 youth at three sites providing mentors, tutors, homework assistance, computer labs, a hot meal during the after-school program, and social opportunities. The PHA continues to partner with local agencies, faith-based organizations, and the City to bring resources to its residents.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The San Marcos Public Housing Authority is NOT designated as troubled.

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of San Marcos does not anticipate receiving any private or public funding / resources in 2019 that specifically target homeless needs and / or prevention.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City provides over $500,000 to support non-profit organizations that provide shelter and serve the low income and/or homeless populations in San Marcos. These organizations include the Hays County Area Food Bank; the Scheib Opportunity Center - Development Disability/Mental Health services; Hays Caldwell Council on Alcohol and Drug Abuse; the Society of St. Vincent De Paul; Southside Community Center; the Salvation Army; Greater San Marcos Youth Council; San Marcos Public Housing Residents Services, and Hays Caldwell Women's Center. The City also uses CDBG funds to support the Hays Caldwell Women's Center and CASA child advocacy programs.

The County does not perform a PIT homeless count.

Addressing the emergency shelter and transitional housing needs of homeless persons

Three agencies provide shelters for specific homeless populations in San Marcos: (a) the Southside Community Center operates an emergency shelter; (b) the Hays-Caldwell Women's Center accepts victims of domestic violence -- women, men, adults, and children; and (c) the Greater San Marcos Youth Council accepts youth ages 5 to 17 that are at-risk, homeless, neglected or abused. The City has allocated $57,000 out of City funding to support the greater San Marcos Youth Council. This Council provides, Youth and Family Counseling, Parenting Education Classes, Truancy Intervention, and Delinquency Prevention. Southside Community Center operates a shelter for families and recently began accepting individuals. In addition to overnight shelter, Southside also provides a daily supper that is open to anyone and the opportunity for the homeless to shower and launder their clothing. Transitional housing is recognized as an unmet need in San Marcos.

San Marcos is supporting Hays Caldwell Women's Center by investing CDBG funds to renovate the center to increase offices in order to enhance the level of services the Center provides.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

There are very few resources available in San Marcos to address these issues. There are no transitional housing units available and the Public Housing usually has a six-month waiting period and the Section 8 Voucher program has a waiting period of two or more years. The Hays County Veterans Services Office works to ensure that homeless veterans have access to services available in nearby larger communities such as Austin and San Antonio. Local faith-based organizations also provide specific assistance to those in need as they are able. The lack of resources for the homeless is an unmet need in San Marcos.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Families living below the poverty level and those on a fixed income are often unable to afford to maintain their homes, which puts them at risk of becoming homeless. The City will continue to use CDBG funds to support housing rehabilitation. In addition, the city offers several programs designed to lower housing costs including: providing free water and energy audits with recommendations on how to reduce utility usage and a bill averaging option that helps equalize energy costs over a 12-month period. The City uses non-federal funds to provide utility assistance to low income, elderly or disabled residents that allows a once-per-year payment of electric, water, and wastewater portions of their monthly utility bill. The City also provides a $25,000 homestead exemption for homeowners sixty-five or older or with a disability, thus reducing their property tax burden.

Discussion

The City is assisting persons with special needs who are not homeless through several programs in the 2019 Action Plan. The City will provide a Housing Counseling Program. Also, the City provides housing rehab assistance to homeowners through Southside Community Center. The clients served in this program are often elderly and/or have a person with a disability in the household.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

San Marcos maintains its commitment to preserve, maintain, and increase the stock of affordable housing. Housing affordability is a key component to the quality of life of San Marcos residents. A number of factors create a barrier to affordable housing, which is generally accepted to mean that no more than 30% of a household's gross income is spent on housing, including utilities. A housing cost burden exists when the household's housing costs exceeds 30% of their income.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City adopted an Affordable / Workforce Housing Policy in 2014. This policy identified five housing issues, established goals, and provided strategies for accomplishing the goals. This policy was reviewed during the creation of the Consolidated Plan.

The City updated and amended the 2013 Analysis of Impediments to Fair Housing Choice in June of 2017 and found that the City has been very active in addressing the strategies with many of the issues already covered by ongoing programs utilizing the city resources, CDBG funds, and attracting additional funds to support activities.

The AI update team did not identify any barriers to affordable housing resulting from the public policies of the City and encouraged a more regional approach to looking at housing. The City intends to coordinate with the San Marcos ISD and the San Marcos Greater Partnership to conduct the next AFH.

The 2013 AI established three impediments that create barriers to affordable housing were found: (1) Lack of affordability of the housing stock; (2) Insufficient income for the local cost of housing; and (3) limited resources are available to help low income families maintain their homes.

The Housing Policy directs staff to review existing codes in an effort to reduce the cost of constructing housing, to allow diversity in housing stock, and to look for incentives to encourage the creation of affordable housing. During Program Year 2017 the City's Development Code was updated and adopted. The City strives to implement strategies to increase the number of new affordable housing units constructed.

The City continues a strong policy for economic development using non-federal funds, and has a contract with a consulting firm that is tasked with bringing new jobs to San Marcos. This has been a successful partnership and the City anticipates a continued growth in jobs. The City amended the Economic Development Policy to define "Family Living Wage" that will apply to all jobs created through the receipt of a City economic incentive. The definition is: "A wage of $15.00 per hour, plus employer-sponsored health insurance available to the employee and dependents that provides coverage equal to that offered to any other full-time employee of the company".

The City also continues to support housing rehab using CDBG funds to help low income families maintain their homes.

Three City of San Marcos Community Initiatives staff attended multiple training conferences that discussed the barriers to affordable housing.

Discussion:

Additional information about the City's efforts to eliminate barriers to affordable housing can be found in the Strategic Plan Section 55 of the 2015-2019 Consolidated Plan. The City has completed its update of the 2013 Analysis of Impediments (AI) to Fair Housing Choice and is available to the public.

AP-85 Other Actions – 91.220(k)

Introduction:

Actions planned to address obstacles to meeting underserved needs

There are two primary obstacles to meeting the underserved needs of San Marcos residents: inadequate funding and lack of capacity. Organizations and government programs that provide supportive services are finding it increasingly difficult to maintain their current funding levels or to obtain new sources of revenue. Losses of revenue lead to program elimination or reduction in the level of services provided or the number of clients that can be served.

The City will continue to use non-federal and CDBG funds to support the programs offered by local non-profit organizations that serve the low/mod families in San Marcos. They will continue to offer City sports and leisure activity scholarships to low/mod youth so that they have an equal opportunity to participate in these programs. They will continue to provide public facility and infrastructure improvements to low/mod areas.

Actions planned to foster and maintain affordable housing

The City assists low-to-moderate-income homebuyers acquire their first home through the Homebuyer Assistance Program. The City supports the construction of affordable housing by providing development and construction fee waivers for Habitat for Humanity and the CDBG-sponsored housing rehab programs. The City will update its infill housing development program to incentivize the construction of affordable housing.

The City offers a $25,000 homestead exemption for the elderly and disabled homeowners. The City has a number of rebate and incentive programs to help lower utility bills to reduce housing cost burden.

The City participates in the TDHCA's HOME Program funds during the Program Year 2019 in order to further foster and maintain affordable housing.

Actions planned to reduce lead-based paint hazards

The City's housing programs will comply with all lead-based paint hazard reduction requirements including risk assessment, notifications, using the appropriate level of control/mitigation measures, and obtaining clearance for houses found to contain lead paint that will be disturbed by the rehab program. All houses included in the housing rehab program are tested for lead paint hazards by a qualified firm.

Lead-based paint hazard identification and reduction strategies include education, outreach, and conformance with 24 CFR Part 35 regulations. When they are available, the City’s staff attend lead-based paint training courses, and when possible will invite subrecipients with housing programs to participate in the training.

Actions planned to reduce the number of poverty-level families

The City believes that education and job opportunities are paths that lead families out of poverty.

The City has adopted an Economic Development Incentives Policy that provides construction and utility infrastructure incentives, fee waivers, project tax abatement and sales tax rebates that can be made available to expanding or new industries / businesses. The City has contracted with a private firm to provide economic development services for the community. Their responsibilities includes attracting employers to San Marcos offering living-wage jobs.

Actions planned to develop institutional structure

The City will provide subrecipient training prior to the execution of Subrecipient Agreements. City staff will

participate in HUD-sponsored training opportunities as they become available. When appropriate, the City will invite its subrecipients to attend training to strengthen their understanding of the rules and regulations applicable to the CDBG program. The City will maintain its webpage with up-to-date information as a resource for other City staff and subrecipients.

Actions planned to enhance coordination between public and private housing and social service agencies

City staff and representatives of the local public housing authority, private housing resources, health service providers, and social service agencies communicate and work well together to the benefit of the citizens of San Marcos. The City shares timely news and announcements through press releases that are widely distributed. Notices of special interest to social service agencies are forwarded to agency representatives by CDBG staff.

The City Council is proposed to allocate more than $500,000 in grant awards from the general fund budget to support 20 local social service agencies, including the San Marcos Housing Authority.

Regarding the programs proposed for CDBG-CV funding: The Chamber of Commerce, City Economic Development Department, and City Main Street Program, are working as partners to provide the small business assistance program to be funded by CDBG-CV.

Discussion:

City staff will continue to seek partnerships and information exchange with local public service providers and economic development organizations.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The City expects to have the following CDBG funding available during PY19: $680,998 + $50,818.91 = $731,816.91

The City anticipates completing a minor amendment during the last year of the Con Plan to expend the $50,818.91.

The City expects to receive an allocation of $425,261 in CDBG-CV funding upon approval of this amended Action Plan by HUD.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	90.00%

It is possible that a portion of the Disaster Recovery funds (CDBG-DR) might use the Urgent Need national objective; the CDBG-DR Action Plan will delineate which, if any, programs are using Urgent Need as the national objective.

The CDBG-funded housing rehabilitation programs are provided as a grant to the homeowner and do not generate program income.

SAN MARCOS

CITY COUNCIL MEETING

Tuesday, August 4, 2020

CDBG 2019
Action Plan Amendment

Staff Presentation
Resolution

Substandard Home Demolition

- Demolition of substandard or dangerous homes identified by Code Enforcement
- For use when private funding is not available
- Restores confidence and property values in the surrounding area
- A lien or similar mechanism will be placed on the property to recoup the cost if the property is sold.
- Approx. $15,000 per demolition; 8 structures
- By: City of San Marcos Code Enforcement

Amount: $125,000

Staff Recommendation

Staff recommends that the City Council approve this amendment to the 2019 CDBG Action Plan as presented.

File #: Res. 2020-163R, **Version:** 1

AGENDA CAPTION:
Consider approval of Resolution 2020-163R, amending the Community Development Block Grant (CDBG) Action Plan for program year 2019-2020 adopted by Resolution No. 2019-121R to award $105,530 to Hays County to increase or improve COVID-19 testing in the City of San Marcos; authorizing the City Manager, or designee, to act as the Official Representative of the City in matters related to the CDBG Program and Action Plan; and declaring an effective date.
Meeting date: August 4, 2020

Department: Planning and Development Services

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

Fiscal Note:
Prior Council Action: On June 18, 2019, City Council approved by Resolution 2019-121R the Program Year 2019-2020 Community Development Block Grant Entitlement Action Plan ("the 2019 CDBG Action Plan") that provides for the allocation of $680,998 awarded to the City of San Marcos by the Department of Housing and Urban Development (HUD) for the Program Year beginning October 1, 2019 and ending September 30, 2020. On March 3, 2020, City Council approved Resolution 2020-54R amending the 2019 CDBG Action Plan to reallocate $67,142.00 from the Unsafe Structures Program to the amount allocated for the Southside Community Center Rehab Program. On June 16, 2020, City Council approved Resolution 2020-131R amending the 2019 CDBG Action Plan to add the Community Development Block Grant-Coronavirus (CDBG-CV) allocation of $425,261 and approving projects for the use of $319,731 of those funds.

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

Choose an item.

Choose an item.

Choose an item.

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

below]

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

☐ Parks, Public Spaces & Facilities - Choose an item.

☐ Transportation - Choose an item.

☐ Core Services

☐ Not Applicable

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

Choose an item.

Background Information:

On July 7, 2020, City Council received a Staff presentation and held a Public Hearing to receive comments for or against amending the Community Development Block Grant (CDBG) 2019-2020 Action Plan to add a proposed COVID-19 Testing Program as an activity, using $105,530 of the Community Development Block Grant - Coronavirus Response (CDBG-CV) allocation of $425,261. A public review and comment period was held from July 19 - 24. The City received three comments, two in support of the testing, and one that was informational. Hays County would be the lead agency in the COVID-19 testing program, using the funding to augment current testing occurring in San Marcos. Because of the evolving nature of the pandemic and federal funding available, if awarded, the $105,530 could be used by the County for a variety of possible expenditures, all with the objective of providing additional testing or improving testing to citizens of San Marcos to help meet demand. Funding might be used for purchase of test kits, cost of lab testing, site staffing, sampling facility expenses, or other related activities, subject to CDBG requirements.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Staff recommends approval of the resolution to provide additional or improved COVID-19 testing for the City of

San Marcos through the Hays County testing program.

RESOLUTION NO. 2020-163R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN FOR PROGRAM YEAR 2019-2020 ADOPTED BY RESOLUTION NO. 2019-121R TO AWARD $105,530 TO HAYS COUNTY TO INCREASE OR IMPROVE COVID-19 TESTING IN THE CITY OF SAN MARCOS; AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ACT AS THE OFFICIAL REPRESENTATIVE OF THE CITY IN MATTERS RELATED TO THE CDBG PROGRAM AND ACTION PLAN; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The Community Development Block Grant (CDBG) Action Plan for Program Year 2019-2020 approved by Resolution No. 2019-121R is amended to award $105,530 to Hays County to increase or improve COVID-19 testing in the City of San Marcos.

PART 2. The City Manager, or his designee, is authorized to act as the official representative of the City in matters related to the CDBG Program and Action Plan.

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

ADOPTED on August 4, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

SAN MARCOS

CITY COUNCIL MEETING

Tuesday, August 4, 2020

CDBG 2019
Action Plan Amendment

Staff Presentation
Resolution

Hays County COVID-19 Testing

- Objective: Increase or improve testing to help meet demand
- Hays County
- Filling one or more funding needs:
  i. Additional test kits
  ii. Cost of lab testing
  iii. Site staffing
  iv. Testing site costs – lease, structure, utilities, internet, insurance

Amount Requested: $105,530

Staff Recommendation

Staff recommends approval of the resolution to provide additional or improved COVID-19 testing for the City of San Marcos through the Hays County testing program.

File #: Res. 2020-164R, **Version:** 1

AGENDA CAPTION:
Consider approval of Resolution 2020-164R, providing no objection to the submission of an application for low income housing tax credits to the Texas Department of Housing and Community Affairs for the proposed Redwood Multifamily Housing Project located in the 1600 block of Redwood Road, approving findings related to the application, imposing conditions for such non-objection, including the requirement that the applicant make an annual payment in lieu of taxes, providing authorizations for execution or submission of documents related to the application and for execution of an agreement for the annual payment in lieu of taxes, and declaring an effective date.
Meeting date: August 4, 2020

Department: Planning & Development

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

Fiscal Note:

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

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

Workforce Housing

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☒ Land Use - Choose an item.

☒ Neighborhoods & Housing - Choose an item.

☐ Parks, Public Spaces & Facilities - Choose an item.

☐ Transportation - Choose an item.

☐ Core Services

☐ Not Applicable

Master Plan: *[Please select the corresponding Master Plan from the dropdown menu below (if applicable)]*
Vision San Marcos - A River Runs Through Us

Background Information:
Resolution 2020-27R was approved on February 4th, 2020 providing no objection to the submission of an application for low income housing tax credits to the Texas Department of Housing and Community Affairs (TDHCA) for the proposed Redwood Multifamily Housing Project located at the intersection of South Old Bastrop and Rattler Road. Prior to approval, the applicant failed to request the "Greater than 20% Housing Tax Credits per Total Household in Census Tract" resolution required by the Texas Department of Housing and Community Affairs.

The project site is located in a census tract that has more than 20% Housing Tax Credit Units per total households as established by the 5-year American Community Survey. Applicants applying for housing tax credits for development located in these census tracts are considered ineligible unless the Governing Body of the appropriate municipality of county containing the Development affirms, by vote, that they have no objection to the application. The applicant, LDG Development, is requesting an updated resolution to meet this requirement from TDHCA:

1. **Resolutions by the City Council of the City of San Marcos, Texas, - "As provided for in 10 TAC§11.3(e) and §11.4(c)(1), it is hereby acknowledged that the proposed New Construction Development is located in a census tract that has more than 20% Housing Tax Credit Units per total household and the proposed Development is consistent with the City's obligation to affirmatively further fair housing and the City has no objection to the Application."**

Applications for Resolutions of No Objection must meet at least 5 of the 8 criteria, including criteria #1 of the City's Low-Income Housing Tax Credit policy to receive a positive staff recommendation. Based on the criteria outlined in the policy, the application approved on February 4th, 2020 meets 6 of the 8 criteria. The addition of the 20% Housing Tax Credit Units per total household resolution does not affect the applicant's status of compliance with the Low-Income Housing Tax Credit policy.

Council Committee, Board/Commission Action:

At their February 4th, 2020 regular meeting, the City Council approved Resolution 2020-27R providing no objection to the submission of an application for low income housing tax credits to the Texas Department of Housing and Community Affairs (TDHCA) for the proposed Redwood Multifamily Housing Project located in the 1600 block of Redwood.

Alternatives:

n/a

Recommendation:

Staff recommends approval of the updated Resolution of No Objection as presented.

Resolution 2020-XXR

Consider approval of Resolution 2020-XXR, amending Resolution 2020-27R (LIHTC-19-02 (Redwood), providing no objection to the submission of an application for low income housing tax credits to the Texas Department of Housing and Community Affairs for the proposed Redwood Multifamily Housing Project located in the 1600 Block of Redwood Road; approving findings related to such application; imposing conditions for such no objection; providing authorizations for execution or submission of documents related to the such application; and declaring an effective date.

Project Summary

- **15 +/- acres**
- **1600 Block of Redwood Road**
- **CD-4 Zoning**
- **Comprehensive Plan**
  - Medical District Medium Intensity Zone
- **Proposing 296 Total Units**

Income Restriction	Unit Count
30% AMI	30
60% AMI	266
Total	**296**

Bedroom	Unit Count
1 bedroom	24
2 bedroom	132
3 bedroom	116
4 bedroom	24
Total	**296**

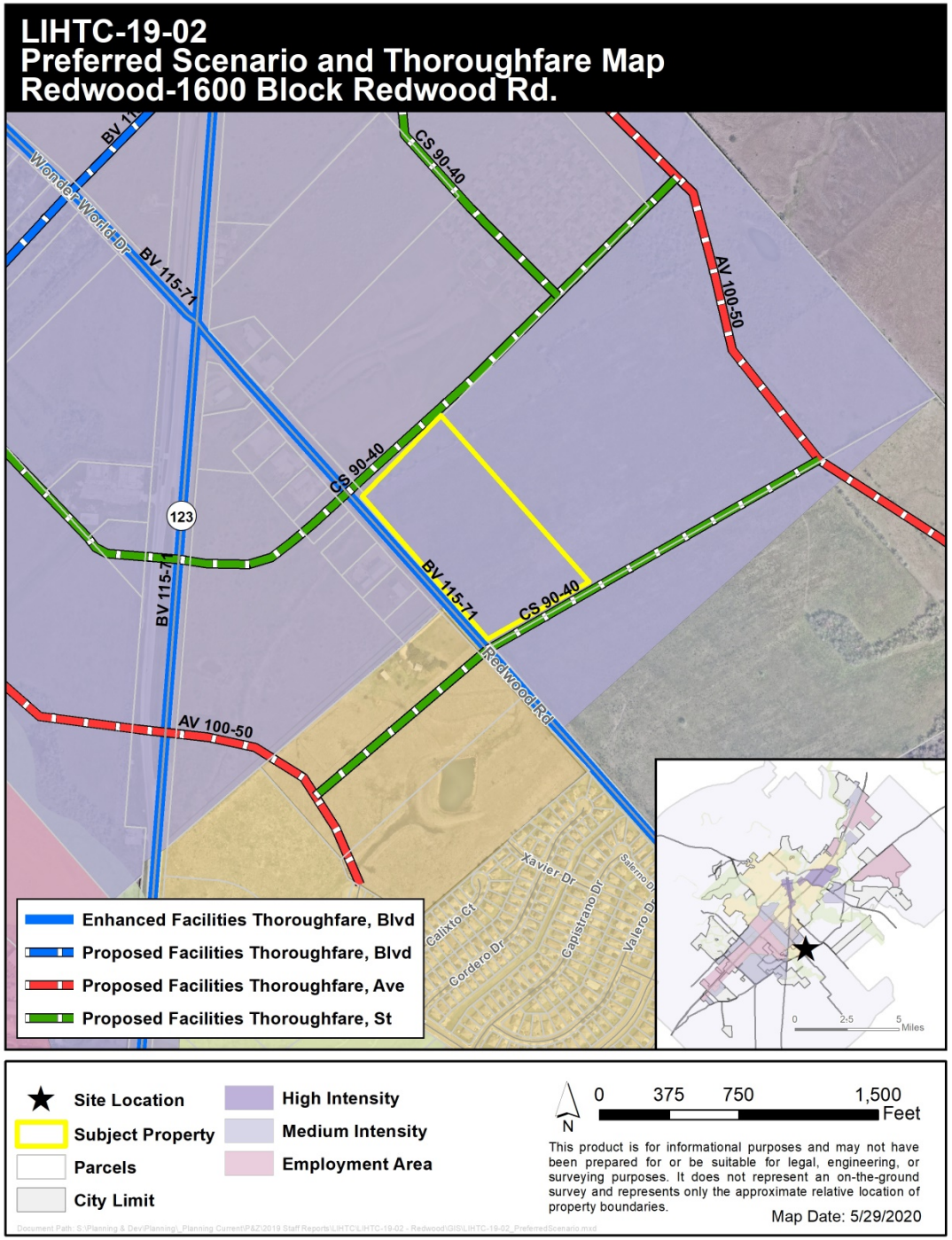
  - 21 ADA Accessible Units
    - 15 for the mobility impaired
    - 6 for the hearing and visually impaired

SAN MARCOS

Background & Context

- **City Council approved the Resolution of No Objection on February 4, 2020**

- The application met 6 out of the 8 criteria

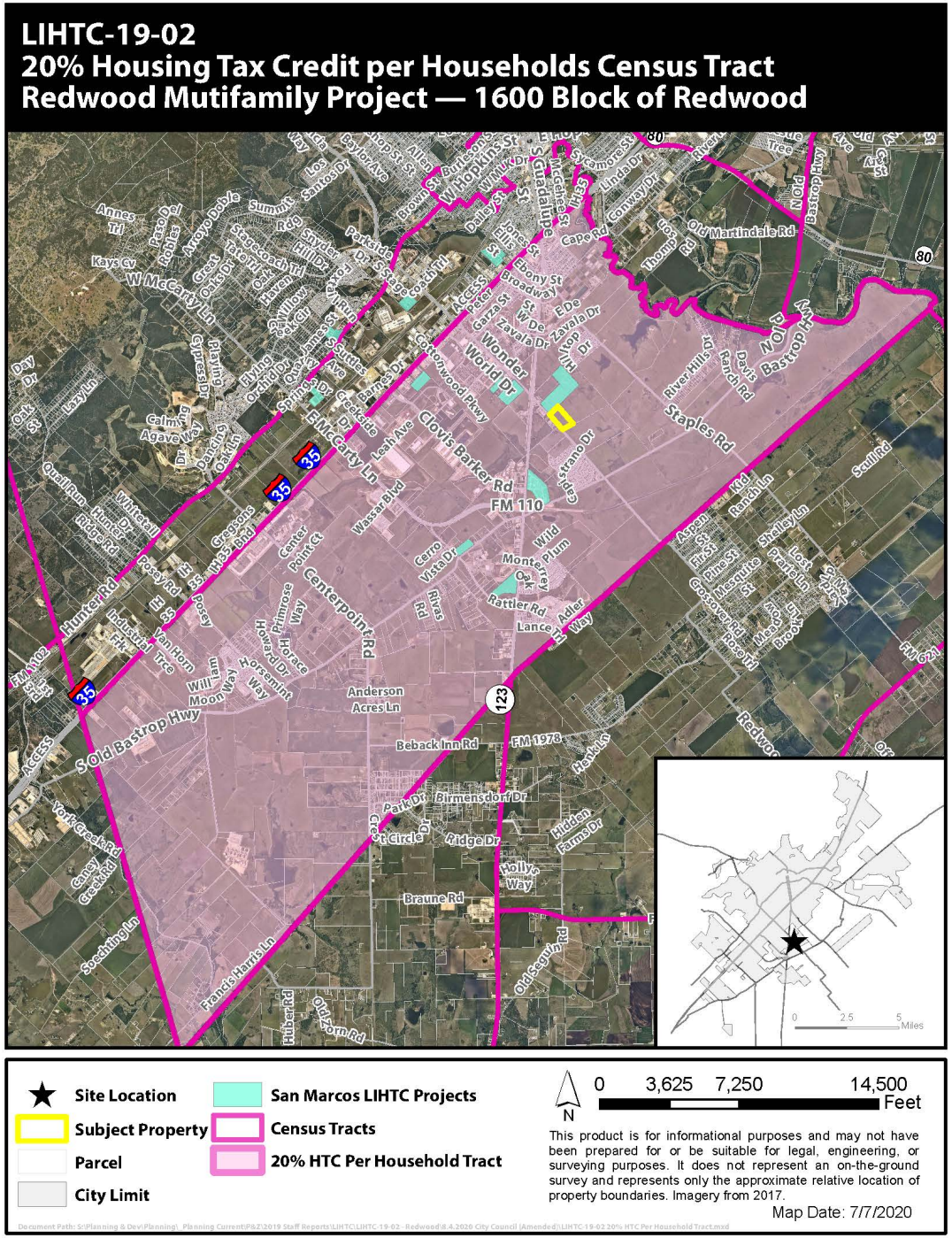


SAN MARCOS

Summary of Resolution Amendment

20% Housing Tax Credit per Household Resolution

- TDHCA requires that a resolution be obtained for developments located within Census tracts where more than 20% of all households are housing tax credit units.
- **The purpose of the resolution is to ensure that the City of San Marcos is aware that this development is in a Census tract where more than 20% of the households are housing tax credit units.**



Low Income Housing Tax Credit Criteria for Recommendation of Approval	Resolution 2020-27R
1) Projects requesting an exemption from local taxes must meet additional criteria.	**Met**-The applicant is requesting a tax exemption and meets the additional criteria.
2) Addresses a housing need identified in this housing policy or in the City's HUD programs	**Met**-The project addresses an identified need.
3) The project is located in a high or medium intensity zone on the Preferred Scenario Map	**Met**-The project is located in a Medium Intensity Zone.
4) The project is not proposed to develop under a legacy district on the City's current zoning map.	**Met**-The property is proposed to develop under CD-4 zoning.
5) The project is located within a ½ mile walking distance to grocery, medical services, and schools.	**Not Met**-The property is not located within ½ mile of all services.
6) The project is located within ¼ walking distance of a bus stop or a private shuttle service for residents is provided in accordance with TDHCA requirements.	**Met**-The applicant will provide a private shuttle service for residents in accordance with TDHCA requirements.
7) The project is renovating or redeveloping an existing multifamily complex or under-performing development.	**Not Met**-The project will be a new development.
8) The project incorporates wraparound support services that meet all additional criteria.	**Met**-The project will incorporate wraparound support services that meet all the additional criteria.

Staff Recommendation

Staff recommends **approval of the amendments** as presented.

RESOLUTION NO. 2020-164R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS PROVIDING NO OBJECTION TO THE SUBMISSION OF AN APPLICATION FOR LOW INCOME HOUSING TAX CREDITS TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE PROPOSED REDWOOD MULTIFAMILY HOUSING PROJECT LOCATED IN THE 1600 BLOCK OF REDWOOD ROAD; APPROVING FINDINGS RELATED TO THE APPLICATION; IMPOSING CONDITIONS FOR SUCH NON-OBJECTION, INCLUDING THE REQUIREMENT THAT THE APPLICANT MAKE AN ANNUAL PAYMENT IN LIEU OF TAXES; PROVIDING AUTHORIZATIONS FOR EXECUTION OR SUBMISSION OF DOCUMENTS RELATED TO THE APPLICATION AND FOR EXECUTION OF AN AGREEMENT FOR THE ANNUAL PAYMENT IN LIEU OF TAXES; AND DECLARING AN EFFECTIVE DATE.

RECITALS:

1. LDG Development (the "Applicant") has proposed a multifamily development presently known as "Redwood" for affordable rental housing in the 1600 Block of Redwood Road in the City of San Marcos which will include approximately 296 units (the "Project").

2. The Applicant has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs ("TDHCA") for Low Income Housing Tax Credits for the Project.

3. As provided for in §11.3(c) of the Qualified Allocation Plan, the City of San Marcos has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds.

4. In accordance with the requirements of Texas Government Code §2306.67071 and Texas Administrative Code §11.204(4):

a. notice has been provided to the City of San Marcos, Texas;

b. the City of San Marcos, Texas has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the Project; and

c. the City of San Marcos, Texas has held a hearing at which public comment may be made on the Project.

5. The Applicant has demonstrated that the Project meets the necessary criteria in order to be considered for an exemption from local taxes as follows:

a. The project will provide a minimum of 30 units (10% of all units) affordable to households at or below 30% AMI for the duration of the tax exemption;

b. The project will provide a minimum of 5 units (16.6 %) that are ADA accessible and affordable to households at or below 30% AMI;

c. The project will provide a minimum of 116 (39% of all units) three-bedroom units; and

d. The project shall include these criteria in the Texas Department of Housing and Community Affairs Land Use Restriction Agreement.

6. The Applicant has demonstrated that the Project complies with the City of San Marcos Affordable Housing Policy pertaining to consideration of Low Income Housing Tax Credit projects by meeting at least five of the eight necessary criteria as follows:

a. No exemption from taxes may be considered unless the project meets the necessary criteria;

b. The Project will address a housing need by providing 30 units for those making 30% or less of area median income and 296 units for those making 60% or less area median income. The Project will be located in close proximity to major San Marcos employers. The Project will meet all applicable development standards in the San Marcos Development Code, sidewalks will be required along all public streets, and pedestrian connections will be made within the Project boundaries;

c. The Project is located in the Medical District Medium Intensity Zone;

d. The Project is proposed to develop under Character District-4 (CD-4) zoning designation;

e. The Project is not located within one quarter mile walking distance of a proposed or existing bus stop on a current or planned transit route and will provide a private shuttle service for residents in accordance with TDHCA restrictions; and

f. The Project will incorporate wraparound services that provide flexible voluntary social, economic, or education benefits to the residents. Incorporated services will utilize local support services and resources, meet the needs of the local community, and exceed the minimum Texas Department of Housing & Community Affairs requirements for amenities. The Project will incorporate the listed common amenities and resident support services:

i. Controlled gate access for entrance and exit areas, twenty-four hour, seven days a week monitored camera/security system in each building, twenty-four hour, seven days a week recorded camera/security system in each building, courtesy patrol service, furnished fitness center with one item for every 20 units, children's playscape, swimming pool, full perimeter fencing that includes parking areas and all amenities, a resident-run community garden, gazebo or covered pavilion with a sitting area, community laundry room, barbecue grill(s) and picnic table(s), business center, furnished community room, activity room stocked with supplies, community dining room, community theater room, high-speed wi-fi with coverage throughout the

clubhouse and/or community building, a shuttle to major destinations, twelve hours of weekly, organized, on-site services provided to K-12 children by a dedicated service coordinator or third-party entity, four hours of weekly, organized, on-site classes provided to an adult audience by persons skilled or trained in the subject matter being presented, food pantry consisting of an assortment of non-perishable food items and common household items accessible to residents at least on a monthly basis or upon request by a resident, annual health fair provided by a health care professional, weekly exercise classes, notary services during regular business hours, and twice monthly arts, crafts, and other recreational activities.

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

PART 1. The San Marcos City Council finds the Recitals to be true and correct and adopts them as the findings of the City Council and incorporates them as part of this resolution.

PART 2. After due consideration of the findings of the City Council as stated in the Recitals, the information provided by the Applicant and any public comment, the City of San Marcos, Texas has no objection to the proposed application for the Project to the TDHCA, and confirms that the City Council has voted specifically to support the submittal of applications for the Project and to authorize an allocation of Housing Tax Credits for the Project pursuant to Texas Government Code §2306.6703(a)(4).

PART 3. As conditions of approval of this resolution:

a. The Applicant must comply with all City of San Marcos rules and regulations governing the development of the Project including, but not limited to:

i. the adopted Transportation Master Plan;

ii. all standards and regulations within the City's Code of Ordinances; and

iii. requirements for submission of required applications and payment of applicable fees.

b. The Applicant may not apply for and the Project will not be eligible to receive any variances from any applicable City of San Marcos ordinances, rules or regulations.

c. The Applicant must submit an executed Memorandum of Understanding for each residential support service provider prior to the approval of future permits.

d. The Applicant shall enter into an agreement with the City in substantially the form attached, pursuant to which the Applicant must make an annual Payment in Lieu of Taxes (PILOT) to the City of San Marcos in the amount of $75,000. The PILOT will begin in Year 1 of the project's life and will increase by $1,500 annually.

e. The applicant shall ensure that the requirement to make an annual PILOT shall be included as a covenant or obligation of the Applicant (and any successors) in the

trust indenture for all bonds issued in connection with the Project and in the Land Use Restriction Agreement for the Project approved by TDHCA.

PART 4. As provided for in 10 TAC §11.3(d) it is hereby acknowledged that the proposed New Construction or Adaptive Reuse Development is located one linear mile or less from a Development that serves the same type of household as the proposed Development and has received an allocation of Housing Tax Credits (or private activity bonds) for New Construction in the three-year period preceding the date the Certificate of Reservation is issued.

PART 5. As provided for in 10 TAC §11.3(e) and §11.4(c)(1), it is hereby acknowledged that the proposed New Construction Development is located in a census tract that has more than 20% Housing Tax Credit Units per total household and the proposed Development is consistent with the City's obligation to affirmatively further fair housing and the City has no objection to the Application.

PART 6. The Mayor or the City Manager, are each authorized to execute any and all documents as necessary for the Applicant to complete its application for the Project to the TDHCA and to execute the Payment Agreement for the PILOT as referenced in Part 3(d) above.

PART 7. For and on behalf of the City Council, the Mayor or the City Clerk are each authorized to certify one or more copies of this resolution for submission to TDHCA.

PART 8. This resolution shall be in full force and effect immediately from and after its passage.

ADOPTED on August 4, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

Redwood
Staff Memo

From:	Planning & Development Services – Shavon Caldwell, Planner
Date:	May 29, 2020
Re:	Redwood LIHTC Resolution, Request to Add "Greater Than 20% Housing Tax Credit Units per Total Household in Census Tract" Resolution

Summary and Background

At their February 4th, 2020 regular meeting, the City Council approved Resolution 2020-27R providing no objection to the submission of an application for low income housing tax credits to the Texas Department of Housing and Community Affairs (TDHCA) for the proposed Redwood multifamily housing project. Since then, the applicant LDG Development has notified staff that approval of an additional resolution is required by TDHCA.

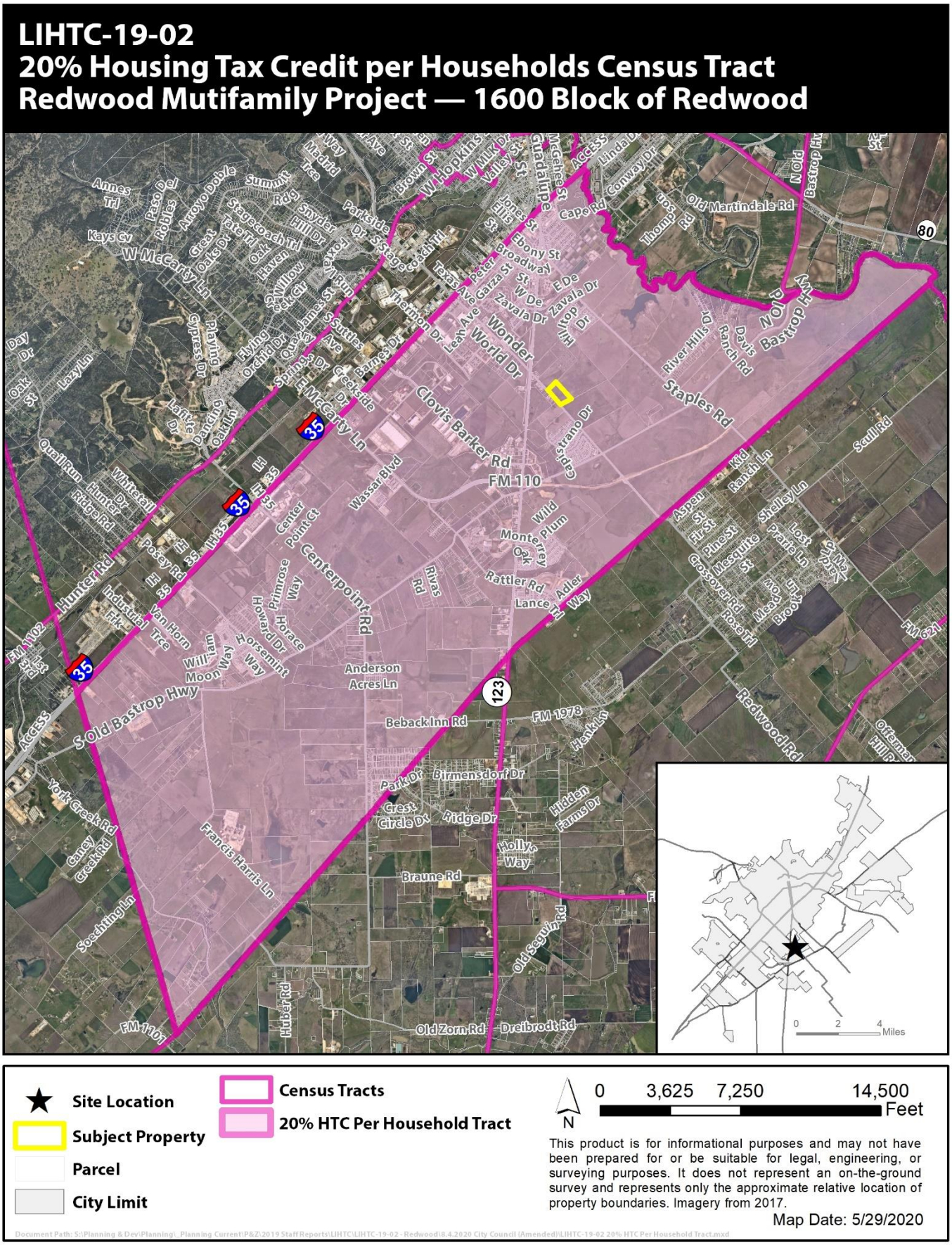
The proposed project site is located in a census tract that has more than 20% Housing Tax Credit units per total households (as established by the 5-year American Community Survey). Applicants applying for household tax credits for developments located in these census tracts are considered ineligible unless the Governing Body affirms, by vote, that this is acknowledged, and that they have no objection to the application. A map of the project site and census tracts in San Marcos is included in the provided materials for reference. It should be noted that this request does not affect the applicant's status of compliance with the San Marcos Low Income Housing Tax Credit policy. A table outlining the 8 criteria of the City's Low-Income Housing Tax Credit policy and summarizing the project's ability to meet at least 5 of the 8 criteria is included for reference.

Figure 1.) Redwood Compliance with San Marcos LIHTC Policy Criteria

Low Income Housing Tax Credit Criteria for Recommendation of Approval	Resolution 2020-27R
1) Projects requesting an exemption from local taxes must provide a minimum 10% units affordable to households at or below 30% AMI, a minimum 10% of these units shall be ADA accessible, 35% of units shall be 3 bedroom or more, and these criteria shall be written in the Land Use Restriction Agreement. When considering a recommendation of support, *preference* should be given to projects that utilize a local entity for such exemption.	**Met**-The applicant is requesting a tax exemption and will provide a minimum 30 units affordable to households at or below 30% AMI, 5 units that are ADA accessible and affordable to households at or below 30% AMI, a minimum of 116 three-bedroom units, and shall include these criteria in the Land Use Restriction Agreement. The project will be partnering with Capital Area Housing Finance Corporation for such exemption.
2) Addresses a housing need identified in this housing policy or in the City's HUD programs	**Met**-The project will provide 296 affordable units located in close proximity to major employers such as the outlet mall, Amazon fulfillment center, and HEB distribution center. A mix of unit types and accessible units will be provided.

Low Income Housing Tax Credit Criteria for Recommendation of Approval	Resolution 2020-27R
3) The project is located in a high or medium intensity zone on the Preferred Scenario Map	**Met**-The project is located in the Medical District Medium Intensity Zone.
4) The project is not proposed to develop under a legacy district on the City's current zoning map.	**Met**-The property is zoned CD-4.
5) The project is located within a ½ mile walking distance to grocery, medical services, and schools.	**Not Met**-The property is located within ½ mile walking distance to medical services but is not located within ½ mile walking distance to a grocery store or schools.
6) The project is located within ¼ walking distance of a proposed or existing bus stop on a current or planned transit route. If the project is not located within ¼ mile walking distance of a proposed or existing bus stop on a current or planned transit route, a private shuttle service for residents is provided in accordance with TDHCA requirements.	**Met**-The property is located on an existing route but the nearest stop is ~0.8 miles away. The applicant will provide a private shuttle service for residents in accordance with TDHCA requirements.
7) The project is renovating or redeveloping an existing multifamily complex or under-performing development.	**Not Met**-The project will be a new development.
8) The project incorporates wraparound support services that meet the needs of the local community, utilize local support services, and exceed the minimum TDHCA amenities requirement.	**Met**-The project will incorporate resident support services that meet the needs of the local community, utilize local support services and resources, and exceed the minimum TDHCA requirement. The project will partner with Hays-Caldwell Women's Center to reserve 5 units restricted to 30% AMI or less for those referred by HCWC and will partner with Splash Coworking to provide after school tutoring and financial literacy courses for residents.

Figure 2.) Redwood Project Site in Relation to 20% HTC per Households Census Tract



RESOLUTION NO. 2020-27R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS PROVIDING NO OBJECTION TO THE SUBMISSION OF AN APPLICATION FOR LOW INCOME HOUSING TAX CREDITS TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE PROPOSED REDWOOD MULTIFAMILY HOUSING PROJECT LOCATED IN THE 1600 BLOCK OF REDWOOD ROAD; APPROVING FINDINGS RELATED TO THE APPLICATION; IMPOSING CONDITIONS FOR SUCH NON-OBJECTION, INCLUDING THE REQUIREMENT THAT THE APPLICANT MAKE AN ANNUAL PAYMENT IN LIEU OF TAXES; PROVIDING AUTHORIZATIONS FOR EXECUTION OR SUBMISSION OF DOCUMENTS RELATED TO THE APPLICATION AND FOR EXECUTION OF AN AGREEMENT FOR THE ANNUAL PAYMENT IN LIEU OF TAXES; AND DECLARING AN EFFECTIVE DATE.

RECITALS:

1. LDG Development (the "Applicant") has proposed a multifamily development presently known as "Redwood" for affordable rental housing in the 1600 Block of Redwood Road in the City of San Marcos which will include approximately 296 units (the "Project").

2. The Applicant has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs ("TDHCA") for Low Income Housing Tax Credits for the Project.

3. As provided for in §11.3(c) of the Qualified Allocation Plan, the City of San Marcos has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds.

4. In accordance with the requirements of Texas Government Code §2306.67071 and Texas Administrative Code §11.204(4):

a. notice has been provided to the City of San Marcos, Texas;

b. the City of San Marcos, Texas has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the Project; and

c. the City of San Marcos, Texas has held a hearing at which public comment may be made on the Project.

5. The Applicant has demonstrated that the Project meets the necessary criteria in order to be considered for an exemption from local taxes as follows:

a. The project will provide a minimum of 30 units (10% of all units) affordable to households at or below 30% AMI for the duration of the tax exemption;

b. The project will provide a minimum of 5 units (16.6 %) that are ADA accessible and affordable to households at or below 30% AMI;

c. The project will provide a minimum of 116 (39% of all units) three-bedroom units; and

d. The project shall include these criteria in the Texas Department of Housing and Community Affairs Land Use Restriction Agreement.

6. The Applicant has demonstrated that the Project complies with the City of San Marcos Affordable Housing Policy pertaining to consideration of Low Income Housing Tax Credit projects by meeting at least five of the eight necessary criteria as follows:

a. No exemption from taxes may be considered unless the project meets the necessary criteria;

b. The Project will address a housing need by providing 30 units for those making 30% or less of area median income and 296 units for those making 60% or less area median income. The Project will be located in close proximity to major San Marcos employers. The Project will meet all applicable development standards in the San Marcos Development Code, sidewalks will be required along all public streets, and pedestrian connections will be made within the Project boundaries;

c. The Project is located in the Medical District Medium Intensity Zone;

d. The Project is proposed to develop under Character District-4 (CD-4) zoning designation;

e. The Project is not located within one quarter mile walking distance of a proposed or existing bus stop on a current or planned transit route and will provide a private shuttle service for residents in accordance with TDHCA restrictions; and

f. The Project will incorporate wraparound services that provide flexible voluntary social, economic, or education benefits to the residents. Incorporated services will utilize local support services and resources, meet the needs of the local community, and exceed the minimum Texas Department of Housing & Community Affairs requirements for amenities. The Project will incorporate the listed common amenities and resident support services:

i. Controlled gate access for entrance and exit areas, twenty-four hour, seven days a week monitored camera/security system in each building, twenty-four hour, seven days a week recorded camera/security system in each building, courtesy patrol service, furnished fitness center with one item for every 20 units, children's playscape, swimming pool, full perimeter fencing that includes parking areas and all amenities, a resident-run community garden, gazebo or covered pavilion with a sitting area, community laundry room, barbecue grill(s) and picnic table(s), business center, furnished community room, activity room stocked with supplies, community dining

room, community theater room, high-speed wi-fi with coverage throughout the clubhouse and/or community building, a shuttle to major destinations, twelve hours of weekly, organized, on-site services provided to K-12 children by a dedicated service coordinator or third-party entity, four hours of weekly, organized, on-site classes provided to an adult audience by persons skilled or trained in the subject matter being presented, food pantry consisting of an assortment of non-perishable food items and common household items accessible to residents at least on a monthly basis or upon request by a resident, annual health fair provided by a health care professional, weekly exercise classes, notary services during regular business hours, and twice monthly arts, crafts, and other recreational activities.

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

PART 1. The San Marcos City Council finds the Recitals to be true and correct and adopts them as the findings of the City Council and incorporates them as part of this resolution.

PART 2. After due consideration of the findings of the City Council as stated in the Recitals, the information provided by the Applicant and any public comment, the City of San Marcos, Texas has no objection to the proposed application for the Project to the TDHCA, and confirms that the City Council has voted specifically to support the submittal of applications for the Project and to authorize an allocation of Housing Tax Credits for the Project pursuant to Texas Government Code §2306.6703(a)(4).

PART 3. As conditions of approval of this resolution:

a. The Applicant must comply with all City of San Marcos rules and regulations governing the development of the Project including, but not limited to:

i. the adopted Transportation Master Plan;

ii. all standards and regulations within the City's Code of Ordinances; and

iii. requirements for submission of required applications and payment of applicable fees.

b. The Applicant may not apply for and the Project will not be eligible to receive any variances from any applicable City of San Marcos ordinances, rules or regulations.

c. The Applicant must submit an executed Memorandum of Understanding for each residential support service provider prior to the approval of future permits.

d. The Applicant shall enter into an agreement with the City in substantially the form attached, pursuant to which the Applicant must make an annual Payment in Lieu of Taxes (PILOT) to the City of San Marcos in the amount of $75,000. The PILOT will begin in Year 1 of the project's life and will increase by $1,500 annually.

e. The applicant shall ensure that the requirement to make an annual PILOT shall be included as a covenant or obligation of the Applicant (and any successors) in the trust indenture for all bonds issued in connection with the Project and in the Land Use Restriction Agreement for the Project approved by TDHCA.

PART 4. As provided for in 10 TAC §11.3(d) it is hereby acknowledged that the proposed New Construction or Adaptive Reuse Development is located one linear mile or less from a Development that serves the same type of household as the proposed Development and has received an allocation of Housing Tax Credits (or private activity bonds) for New Construction in the three-year period preceding the date the Certificate of Reservation is issued.

PART 5. As provided for in 10 TAC §11.3(e) and §11.4(c)(1), it is hereby acknowledged that the proposed New Construction Development is located in a census tract that has more than 20% Housing Tax Credit Units per total household and the proposed Development is consistent with the City's obligation to affirmatively further fair housing and the City has no objection to the Application.

PART 6. The Mayor or the City Manager, are each authorized to execute any and all documents as necessary for the Applicant to complete its application for the Project to the TDHCA and to execute the Payment Agreement for the PILOT as referenced in Part 3(d) above.

PART ~~6~~7. For and on behalf of the City Council, the Mayor or the City Clerk are each authorized to certify one or more copies of this resolution for submission to TDHCA.

PART ~~7~~8. This resolution shall be in full force and effect immediately from and after its passage.

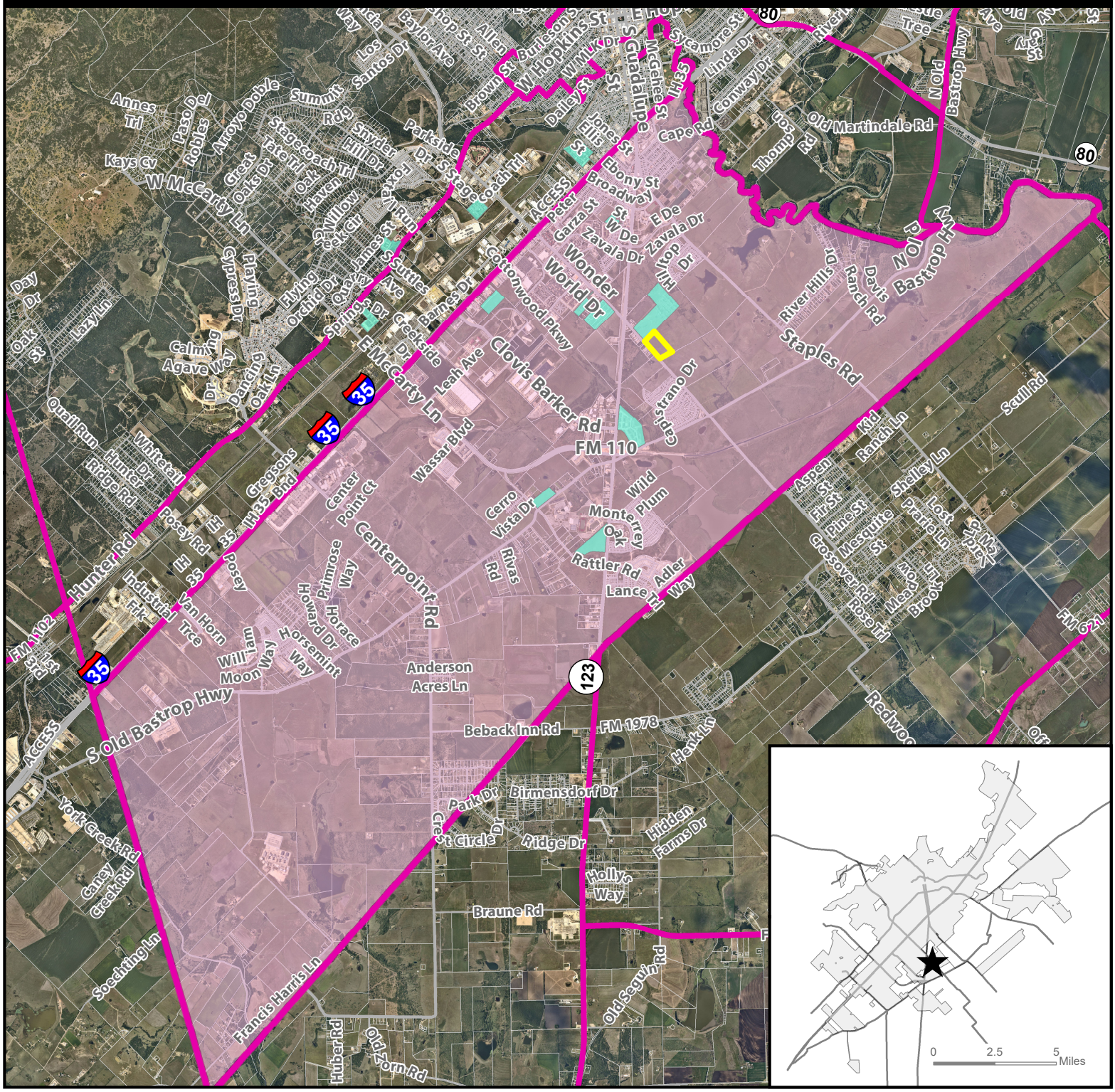
ADOPTED on ~~February~~ August 4, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

LIHTC-19-02
20% Housing Tax Credit per Households Census Tract
Redwood Mutifamily Project — 1600 Block of Redwood



★ Site Location

Subject Property

Parcel

City Limit

San Marcos LIHTC Projects

Census Tracts

20% HTC Per Household Tract

N

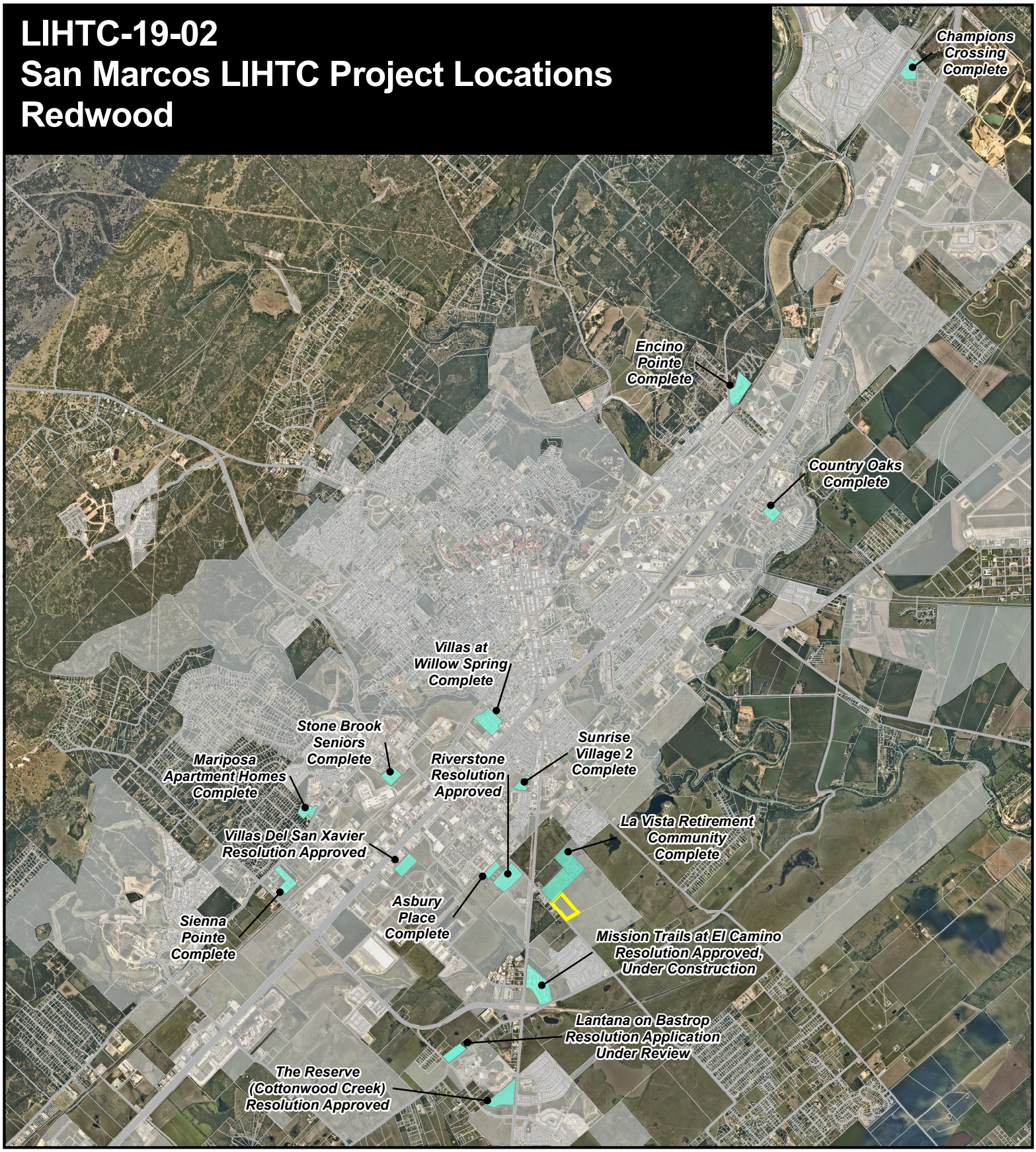
0 3,625 7,250 14,500 Feet

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Imagery from 2017.

Map Date: 7/7/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2019 Staff Reports\LIHTC\LIHTC-19-02 - Redwood\8.4.2020 City Council (Amended)\LIHTC-19-02 20% HTC Per Household Tract.mxd

LIHTC-19-02
San Marcos LIHTC Project Locations
Redwood



San Marcos Low Income Housing Tax Credit Projects

Subject Property

N

0 3,500 7,000 14,000 Feet

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Imagery from 2017.

Map Date: 7/7/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2019 Staff Reports\LIHTC\LIHTC-19-02 - Redwood\GIS\LIHTC-19-02 All LIHTC Map.mxd

Low Income Housing Tax Credit (LIHTC) Policy

Resolutions of Support Criteria

Applications must meet at least 5 of the 8 criteria below, including criteria #1, in order to receive a staff recommendation for a Resolution of Support.

☐ **Criteria 1**
Is the project requesting an exemption from local taxes?

*Note, if a project is not requesting an exemption from local taxes, criteria 1 is considered met.

Yes →

No ↓

No exemption from local taxes may be considered unless the project meets the criteria listed below. The purpose of this criteria is to help increase the City's inventory of affordable units and ensure that units benefiting from the program are reserved for low income households that need them.

- **A** A minimum of 10% of all units within the project shall be affordable to households at or below 30% percent of the AMI for the duration of the tax exemption.
- **B** A minimum of 10% of the units affordable to households at or below 30% of the AMI shall be ADA accessible.
- **C** A minimum of 35% of the units within a project that is not age-restricted shall include a minimum of three bedrooms in each unit.
- **D** The project shall include these criteria in the Texas Department of Housing and Community Affairs Land Use Restriction Agreement (LURA).
- **E** When considering a recommendation of support, projects must show proof that revenues will remain in San Marcos and will be utilized to support local residents with housing.

Criteria

☐ **2** **The proposed units address a housing need identified in this housing policy or in the City's current consolidated plan for HUD programs.**

☐ **3** **The project is located within a high or medium intensity zone on the preferred scenario map.**

☐ **4** **The project is not proposed to develop under a legacy district on the City's current zoning map.**

☐ **5** **The project is located within half (.5) mile walking distance from services such as grocery, medical facilities, and schools.**

☐ **6** **The project is located within one quarter (.25) mile walking distance of a proposed or existing bus stop on a current or planned transit route. If the project is not located within one quarter (.25) mile walking distance of a proposed or existing bus stop on a current or planned transit route, a private shuttle service for residents is provided in accordance with TDHCA requirements.**

☐ **7** **The project is renovating or redeveloping an existing multifamily complex or under-performing development.**

☐ **8** **The project incorporates wraparound support services that provide flexible voluntary social, economic, or education benefits to the residents. The project should meet the following criteria and will be considered in the analysis of whether criteria 8 is met:**

A. Proposed support services shall meet the needs of the local community;

B. The project shall utilize local support services and resources;

C. The project shall exceed the minimum TDHCA requirements for amenities;

D. d. The project shall submit to the City the Project's TDHCA Application for Low Income Housing Tax Credits and includes the list of amenities in the Project' s Land Use Restriction Agreement (LURA).

E. The project shall submit surety documentation to the City that the proposed support services will be included in the completed project. Projects will be required to submit documentation such as a Memorandum of Understanding (MOU) or any other legal documentation indicating the partnership between the project and the support service. Such documentation shall be required prior to the issuance of a Certificate of Occupancy for the project.

File #: Res. 2020-165R, **Version:** 1

AGENDA CAPTION:
Consider approval of Resolution 2020-165R, approving an agreement for the provision of services in connection with the proposed owner requested annexation of approximately 89.694 acres of land generally located west of the intersection of Old Ranch Road 12 and Wonder World Drive; authorizing the City Manager, or his designee, to execute said agreement on behalf of the City; setting a date for a Public Hearing concerning the proposed annexation of said tract of land; and declaring an effective date.
Meeting date: August 4, 2020

Department: Planning and Development Services

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

Fiscal Note:

Prior Council Action: n/a

City Council Strategic Initiative: n/a

Comprehensive Plan Element (s):

☐ Economic Development

☐ Environment & Resource Protection

☒ Land Use - Direct Growth, Compatible with Surrounding Uses

☒ Neighborhoods & Housing - Diversified housing options to serve citizens with varying needs and interests

☐ Parks, Public Spaces & Facilities

☐ Transportation

☐ Core Services

☐ Not Applicable

Master Plan: n/a

Background Information:

As regulated by the La Cima Development Agreement (Resolution 2018-75R), this is a request for voluntary annexation submitted by Natural Development Austin, LLC, on behalf of LCSM Ph. 2, LLC, for approximately 89.694 acres, more or less, out of the John Williams Survey, Abstract 490, and William Smithson Survey, Abstract 419, Hays County, described as La Cima, Phase 2, generally located west of the intersection of Old Ranch Road 12 and Wonder World Drive.

The City of San Marcos will provide water and wastewater services at the site. The developer has extended water and wastewater through the site. Pedernales Electric Cooperative will provide electric service for this development.

The City of San Marcos will provide Police, Fire, and EMS services to the site.

Below is a proposed schedule for this annexation, which complies with the Texas Local Government Code requirements:

City Council Resolution (Approval of Service Agreement and set a public hearing date):
August 4, 2010 (today)
City Council Ordinance 1st Reading (Public Hearing): September 1, 2020
City Council Ordinance 2nd Reading: September 15, 2020

Council Committee, Board/Commission Action:

n/a

Alternatives:

n/a

Recommendation:

n/a

RESOLUTION NO. 2020-165R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES IN CONNECTION WITH THE PROPOSED OWNER REQUESTED ANNEXATION OF APPROXIMATELY 89.694 ACRES OF LAND GENERALLY LOCATED WEST OF THE INTERSECTION OF OLD RANCH ROAD 12 AND WONDER WORLD DRIVE; AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY; SETTING A DATE FOR A PUBLIC HEARING CONCERNING THE PROPOSED ANNEXATION OF SAID TRACT OF LAND; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The attached Agreement for the Provision of Services is hereby approved.

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

PART 3. The date for the public hearing concerning the proposed annexation of the land described in said Agreement shall be September 1, 2020.

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

ADOPTED on August 4, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

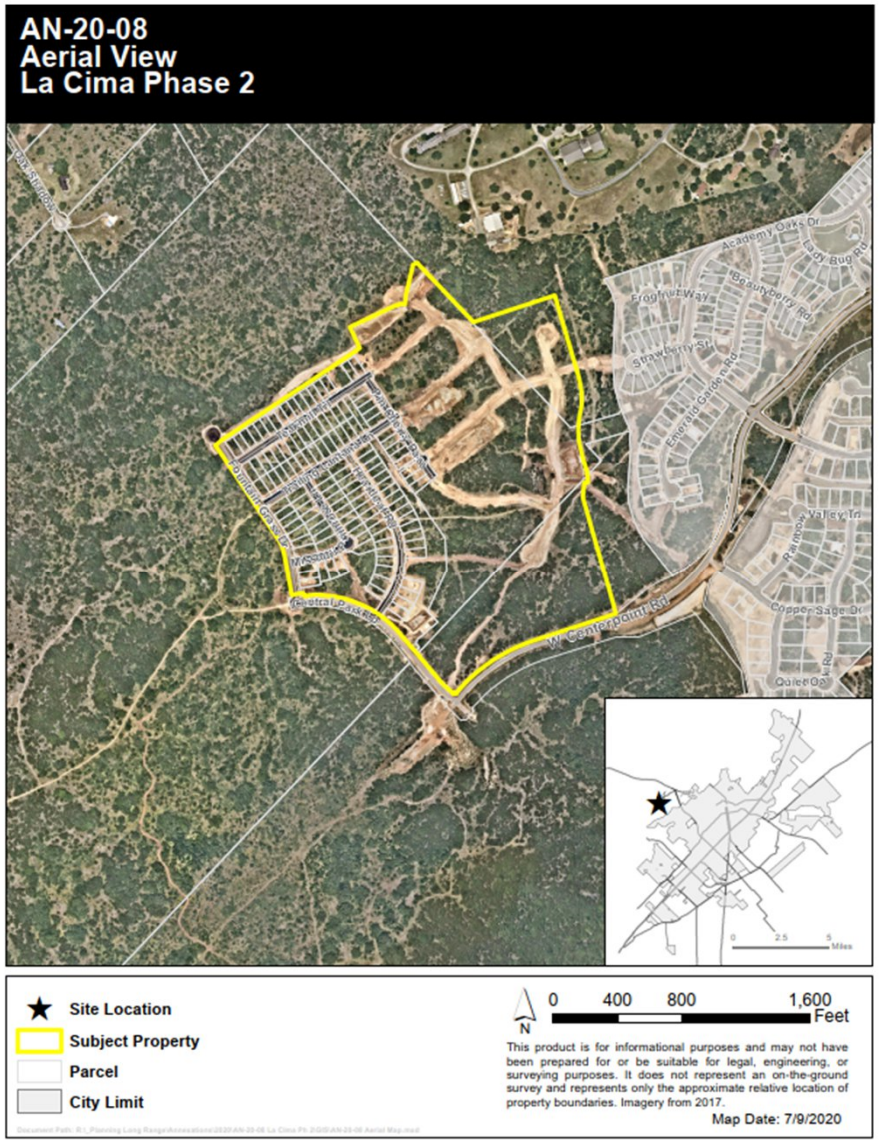
AN-20-08 (La Cima, Phase 2 – Annexation)

Receive a Staff Presentation and consider approval of a written service agreement by Natural Development Austin, LLC, on behalf of LCSM Ph. 2, LLC, for approximately 89.694 acres, more or less, out of the John Williams Survey, Abstract 490, Hays County, generally located west of the intersection of Old Ranch Road 12 and Wonder World Drive, and set a public hearing date.

SAN MARCOS

Context:

- West of Old Ranch Road 12 and Wonder World Drive
- 89.694 acres
- Regulated by La Cima Development Agreement (Res. 2020-50R)
- Applicant proposes to develop property for single-family development (SF-4.5)
- Service Plan (Attachment)



Annexation & Zoning Schedules:

**This schedule reflects the new annexation schedule per Texas House Bill 347*

Annexation Schedule

- **City Council Resolution (Approval of Service Agreement and set a public hearing date):** August 4, 2020 *(Today)*
- **City Council Ordinance 1st Reading (Public Hearing):** September 1, 2020
- **City Council Ordinance 2nd Reading:** September 15, 2020

Zoning Schedule

- **Planning and Zoning Commission (Public Hearing):** August 11, 2020
- **City Council Ordinance 1st Reading (Public Hearing):** September 1, 2020
- **City Council Ordinance 2nd Reading:** September 15, 2020

AGREEMENT FOR THE PROVISION OF SERVICES
(Pursuant to Tex. Local Gov't Code §43.0672)

Date: August 4, 2020

Owner: LCSM Ph. 2, LLC, 303 Colorado Street, Suite 2300, Austin, TX 78701

City: City of San Marcos, Texas, a home rule municipal corporation, 630, East Hopkins Street, San Marcos, Texas 78666

Property: As described in Exhibit A.

---

1. The Owner has petitioned the City and the City has elected to annex the Property into the corporate limits of the City. Pursuant to Tex. Local Gov't Code §43.0672, the Owner and the City enter this agreement (the "Agreement") for the provision of services to the Property when annexed.

2. By this Agreement, the Owner affirms its consent to such annexation of the Property by the City pursuant to the terms of a development agreement with the City under Sections 43.016 and 212.172 of the Texas Local Government Code

3. In consideration of the mutual benefits to the Owner and the City arising from the annexation of the Property, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Owner and the City enter into this Agreement and agree that services to the Property will be provided as described in Exhibit B.

4. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas. Venue for any legal proceedings shall lie in state courts located in Hays County, Texas. Venue for any matters in federal court will be in the United States District Court for the Western District of Texas.

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

6. This Agreement shall be binding upon Owner, and Owner's heirs, successors and assigns, and all future owners of all or any portion of the Property.

7. This Agreement will become effective as of the date an ordinance annexing the Property is finally passed, approved and adopted by the City's city council (the Effective Date).

[SIGNATURES ON NEXT PAGE]

CITY:

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on _____, 20___, by _____, _____of the City of San Marcos, in such capacity, on behalf of said municipality.

_____
Notary Public, State of Texas

OWNER LCSM PH. 2, LLC, a Texas Limited Liability Company:

By: _____

Name: _____

Title: _____

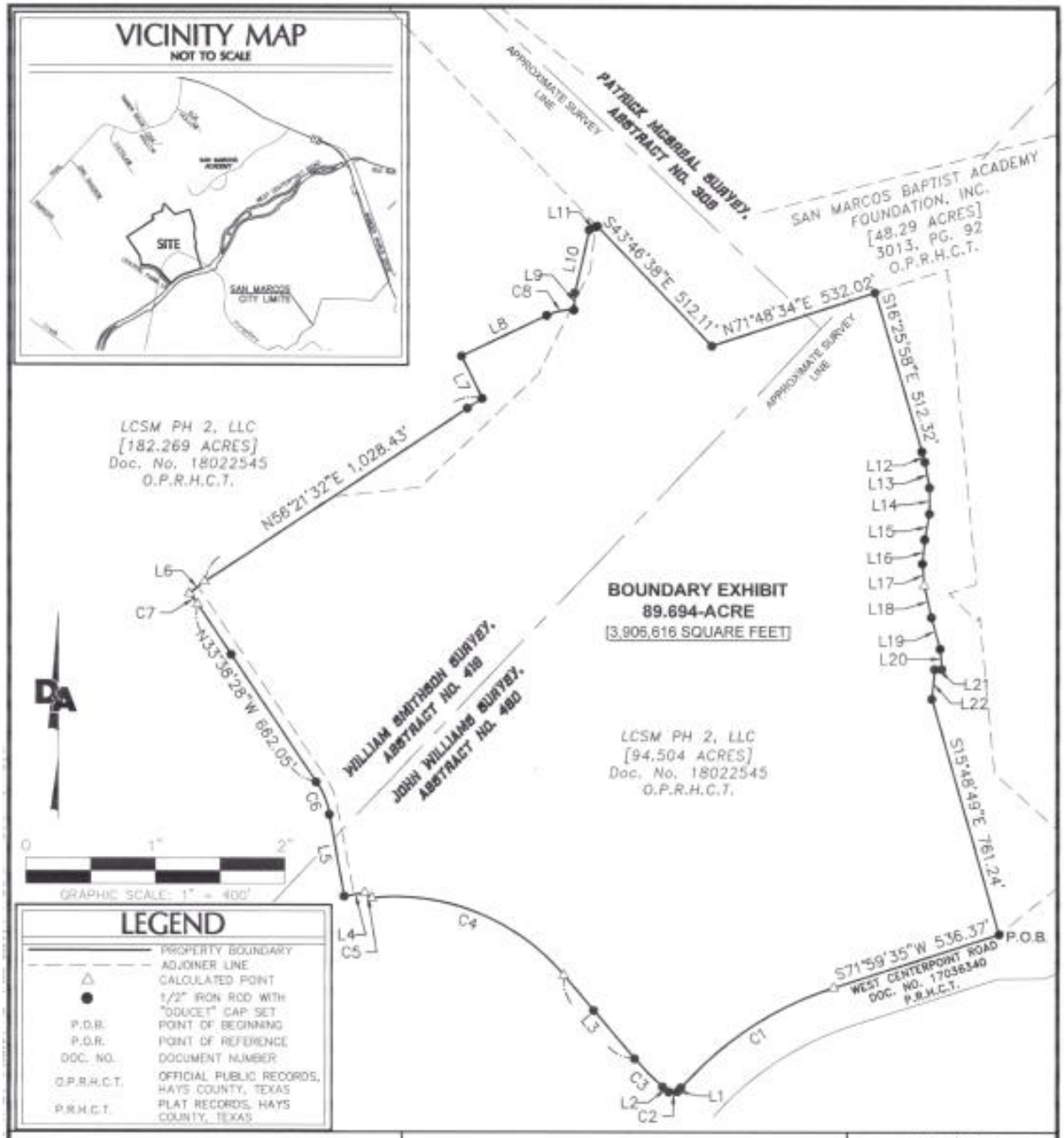
ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__ by _____, _____ of _____ in such capacity on behalf of said entity.

_____
Notary Public, State of _____

EXHIBIT A



89.694 ACRE
(3,906,616 SQUARE FEET)
BOUNDARY EXHIBIT

CITY OF SAN MARCOS,
HAYS COUNTY, TEXAS

DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetandassociates.com
TBPELS Firm No.: 10105800
TBPE Firm No.:F-3937

Date:	05/15/2020
Scale:	1" = 400'
Drawn by:	JRT
Reviewer:	GC
Project:	1722-001
Sheet:	4 OF 5
Field Book:	----
Party Chief:	ADM
Survey Date:	07/29/2020

VICINITY MAP

NOT TO SCALE

JOHN WILLIAMS SURVEY, ABSTRACT NO. 480

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	572.24'	1,065.00'	30°47'09"	S56°36'00"W	565.38'
C2	30.29'	20.00'	86°46'56"	S83°03'03"W	27.48'
C3	123.50'	815.00'	8°40'57"	N44°27'06"W	123.39'
C4	665.76'	685.00'	55°41'13"	N67°57'20"W	639.87'
C5	29.69'	20.22'	84°09'04"	N53°26'10"W	27.10'
C6	110.12'	270.00'	23°22'04"	N21°57'26"W	109.36'
C7	41.52'	470.00'	5°03'41"	N36°10'19"W	41.51'
C8	86.33'	173.50'	28°30'33"	N78°36'13"E	85.44'

LEGEND

———	PROPERTY BOUNDARY
— — — —	ADJOINER LINE
△	CALCULATED POINT
●	1/2" IRON ROD WITH "DOUCET" CAP SET
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
DOC. NO.	DOCUMENT NUMBER
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
P.R.H.C.T.	PLAT RECORDS, HAYS COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S41°12'25"W	15.35'
L2	N51°05'00"W	26.24'
L3	N40°06'39"W	339.13'
L4	S80°00'46"W	64.90'
L5	N10°16'24"W	257.65'
L6	N51°17'50"E	60.00'
L7	N25°39'04"W	145.42'
L8	N64°20'56"E	291.09'
L9	N02°51'29"E	53.00'
L10	N12°59'10"E	199.70'
L11	N64°20'56"E	27.11'
L12	S16°15'24"E	33.68'
L13	S10°06'10"E	81.02'
L14	S00°06'46"W	81.02'
L15	S10°19'46"W	81.02'
L16	S05°27'59"W	75.37'
L17	S04°34'06"E	69.44'
L18	S12°37'02"E	101.90'
L19	S15°31'59"E	101.88'
L20	S04°54'54"E	63.30'
L21	S89°27'32"W	22.41'
L22	S05°16'10"W	92.13'

SURVEY NOTES:

COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE [4204], NAD83 (2011), EPOCH 2010.

DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS. TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE RECIPROCAL OF THE FOLLOWING COMBINED SCALE FACTOR–1.00009768.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

STATE OF TEXAS REGISTERED GARRETT CAVAIUOLO 6714 PROFESSIONAL LAND SURVEYOR

5/15/20

GARRETT CAVAIUOLO — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6714
DOUCET & ASSOCIATES
GCAVAIUOLO@DOUCETENGINEERS.COM

89.694 ACRE
(3,906,616 SQUARE FEET)
BOUNDARY EXHIBIT

CITY OF SAN MARCOS,
HAYS COUNTY, TEXAS

DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetandassociates.com
TBPELS Firm No.: 10105800
TBPE Firm No.:F-3937

Date:	05/15/2020
Scale:	1" = 100'
Drawn by:	JRT
Reviewer:	GC
Project:	1722-001
Sheet:	5 OF 5
Field Book:	---
Party Chief:	ADM
Survey Date:	07/29/2020

EXHIBIT B

When the Property is annexed, services will be provided to the Property as follows:

1. Police Protection
Police services, including patrolling, response to calls and other routine services, will begin on the Effective Date of the annexation using existing personnel and equipment.

2. Fire Protection
Fire protection services, including emergency response calls, will begin on the Effective Date of the annexation using existing personnel and equipment and within the limitations of the available water supply.

3. Emergency Medical Services
The City of San Marcos contracts for emergency medical services through the San Marcos – Hays County EMS, which already provides service to the area being annexed.

4. Solid Waste Collection
Solid waste collection services, provided under contract with a private company, will be made available to all properties on the Effective Date of the annexation. Residents of the Property may elect to continue using the services of a private solid waste hauler for a period of two years after the Effective Date of the annexation. Businesses and institutions must make arrangements with private solid waste haulers.

5. Operation and Maintenance of Water and Wastewater Facilities

a. Water. The Property is located within an area over which the City of San Marcos holds a Certificate of Convenience and Necessity (CCN) for water service. The City will make water service available to the Property on the Effective Date of the annexation on the same basis as available to other owners of property in the City, i.e., the Owner is solely responsible for the cost to construct and extend all infrastructure, facilities, and lines necessary to serve the Property.

b. Wastewater. The Property is not covered by a CCN for wastewater service, however, the City of San Marcos has wastewater lines adjacent to the Property and agrees to make wastewater service available to the Property on the Effective Date of the annexation on the same basis as available to other owners of property in the City, i.e., the Owner is solely responsible for the cost to construct and extend all infrastructure, facilities, and lines necessary to serve the Property. In addition, the City is in the process of adding the Property as an area covered by the City's CCN for wastewater service.

6. Construction, Operation and Maintenance of Roads and Streets
As new development occurs within the Property, the Owner(s) of Property will be required to construct streets at the Owner's sole expense in accordance with applicable ordinances of the City.

7. Electric Service

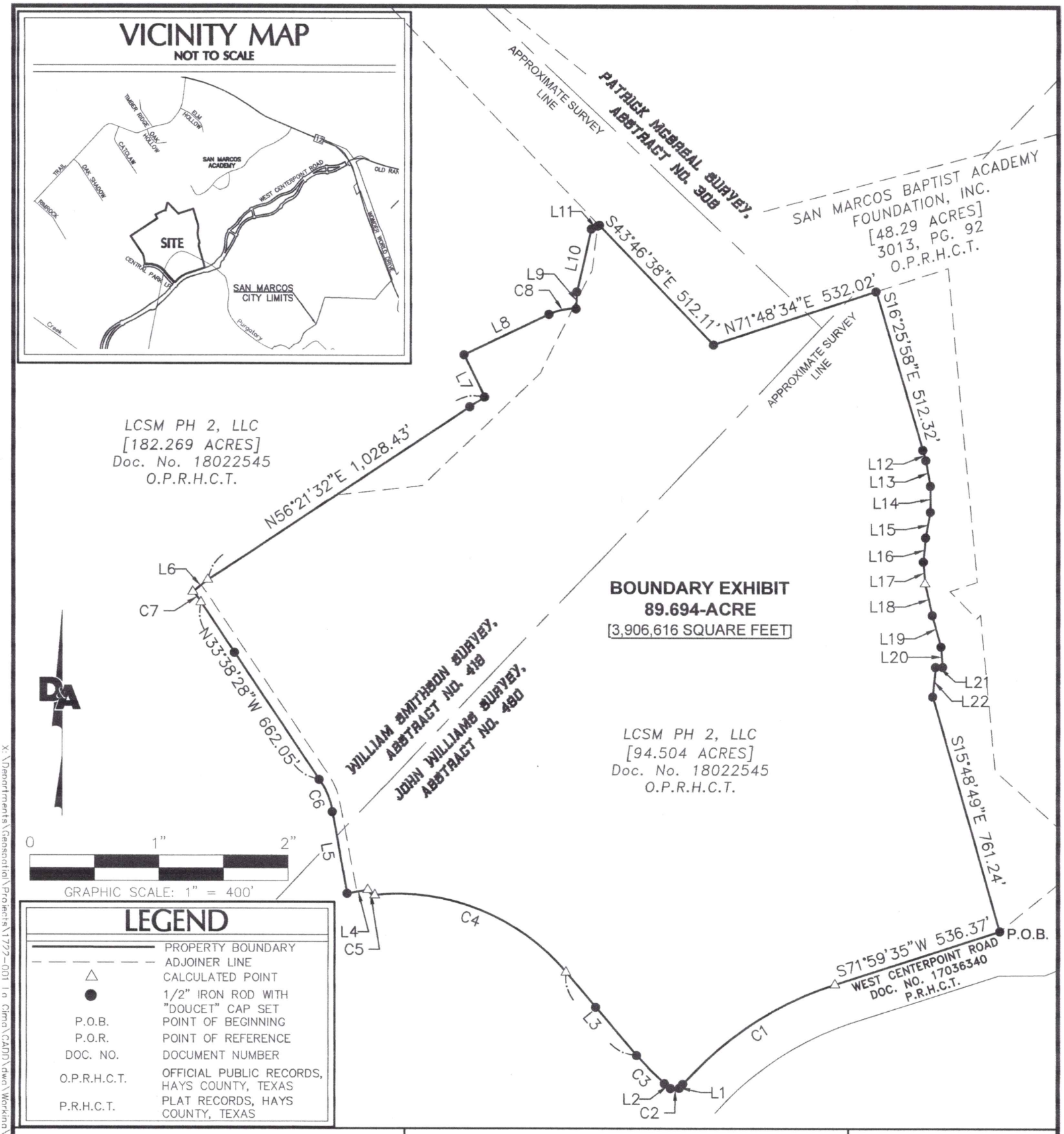
The Property is located in the Pedernales Electric Cooperative service area. Thus, the City will not provide electric service to the Property.

8. Operation and Maintenance of Parks, Playgrounds, and/or Swimming Pools

No parks, playgrounds, and/or swimming pools currently exist within the Property. The same standards and policies now established and in force within the city limits will be followed in maintaining and expanding recreational facilities to serve the Property. Upon annexation, the owners and residents of property located within the Property shall be entitled to the use of all municipal parks and recreational facilities, subject to the same restrictions, fees, and availability that pertains to the use of those facilities by other citizens of the city.

9. Operation and Maintenance of Other Public Facilities, Buildings, and Services

No other public facilities, buildings, or services currently exist within the Property. The same standards and policies now established and in force within the city limits will be followed in maintaining and expanding other public facilities, building, and services. Upon annexation, the owners and residents of property located within the Property shall be entitled to the use of all municipal facilities, buildings, and services, subject to the same restrictions, fees, and availability that pertains to the use of those facilities and services by other citizens of the city.



89.694 ACRE
(3,906,616 SQUARE FEET)
BOUNDARY EXHIBIT

CITY OF SAN MARCOS,
HAYS COUNTY, TEXAS

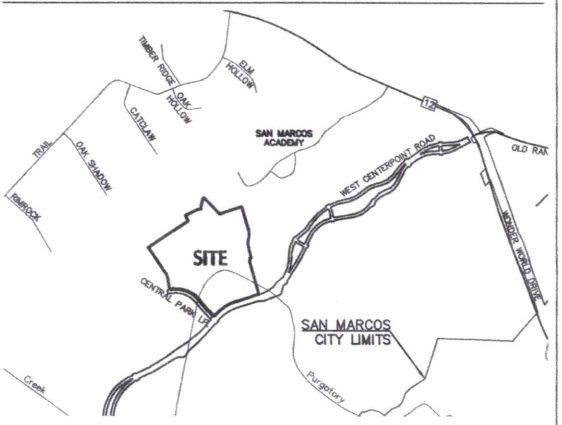
DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetandassociates.com
TBPELS Firm No.: 10105800
TBPE Firm No.:F-3937

Date:	05/15/2020
Scale:	1" = 400'
Drawn by:	JRT
Reviewer:	GC
Project:	1722-001
Sheet:	4 OF 5
Field Book:	---
Party Chief:	ADM
Survey Date:	07/29/2020

X:\Departments\Geospatial\Projects\1722-001 La Cima\CADD\dwg\Working\1722001-89.694AC-FullBoundaryExhibit.dwg

VICINITY MAP

NOT TO SCALE



JOHN WILLIAMS SURVEY, ABSTRACT NO. 480

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	572.24'	1,065.00'	30°47'09"	S56°36'00"W	565.38'
C2	30.29'	20.00'	86°46'56"	S83°03'03"W	27.48'
C3	123.50'	815.00'	8°40'57"	N44°27'06"W	123.39'
C4	665.76'	685.00'	55°41'13"	N67°57'20"W	639.87'
C5	29.69'	20.22'	84°09'04"	N53°26'10"W	27.10'
C6	110.12'	270.00'	23°22'04"	N21°57'26"W	109.36'
C7	41.52'	470.00'	5°03'41"	N36°10'19"W	41.51'
C8	86.33'	173.50'	28°30'33"	N78°36'13"E	85.44'

LEGEND

———	PROPERTY BOUNDARY
— — —	ADJOINER LINE
△	CALCULATED POINT
●	1/2" IRON ROD WITH "DOUCET" CAP SET
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
DOC. NO.	DOCUMENT NUMBER
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
P.R.H.C.T.	PLAT RECORDS, HAYS COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S41°12'25"W	15.35'
L2	N51°05'00"W	26.24'
L3	N40°06'39"W	339.13'
L4	S80°00'46"W	64.90'
L5	N10°16'24"W	257.65'
L6	N51°17'50"E	60.00'
L7	N25°39'04"W	145.42'
L8	N64°20'56"E	291.09'
L9	N02°51'29"E	53.00'
L10	N12°59'10"E	199.70'
L11	N64°20'56"E	27.11'
L12	S16°15'24"E	33.68'
L13	S10°06'10"E	81.02'
L14	S00°06'48"W	81.02'
L15	S10°19'46"W	81.02'
L16	S05°27'59"W	75.37'
L17	S04°34'06"E	69.44'
L18	S12°37'02"E	101.90'
L19	S15°31'59"E	101.88'
L20	S04°54'54"E	63.30'
L21	S89°27'32"W	22.41'
L22	S05°16'10"W	92.13'

SURVEY NOTES:

COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE [4204], NAD83 (2011), EPOCH 2010.

DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE RECIPROCAL OF THE FOLLOWING COMBINED SCALE FACTOR–1.00009768.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

STATE OF TEXAS
REGISTERED
GARRETT CAVAIUOLO
6714
PROFESSIONAL
LAND SURVEYOR

5/15/20

GARRETT CAVAIUOLO — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6714
DOUCET & ASSOCIATES
GCAVAIUOLO@DOUCETENGINEERS.COM

89.694 ACRE
(3,906,616 SQUARE FEET)
BOUNDARY EXHIBIT

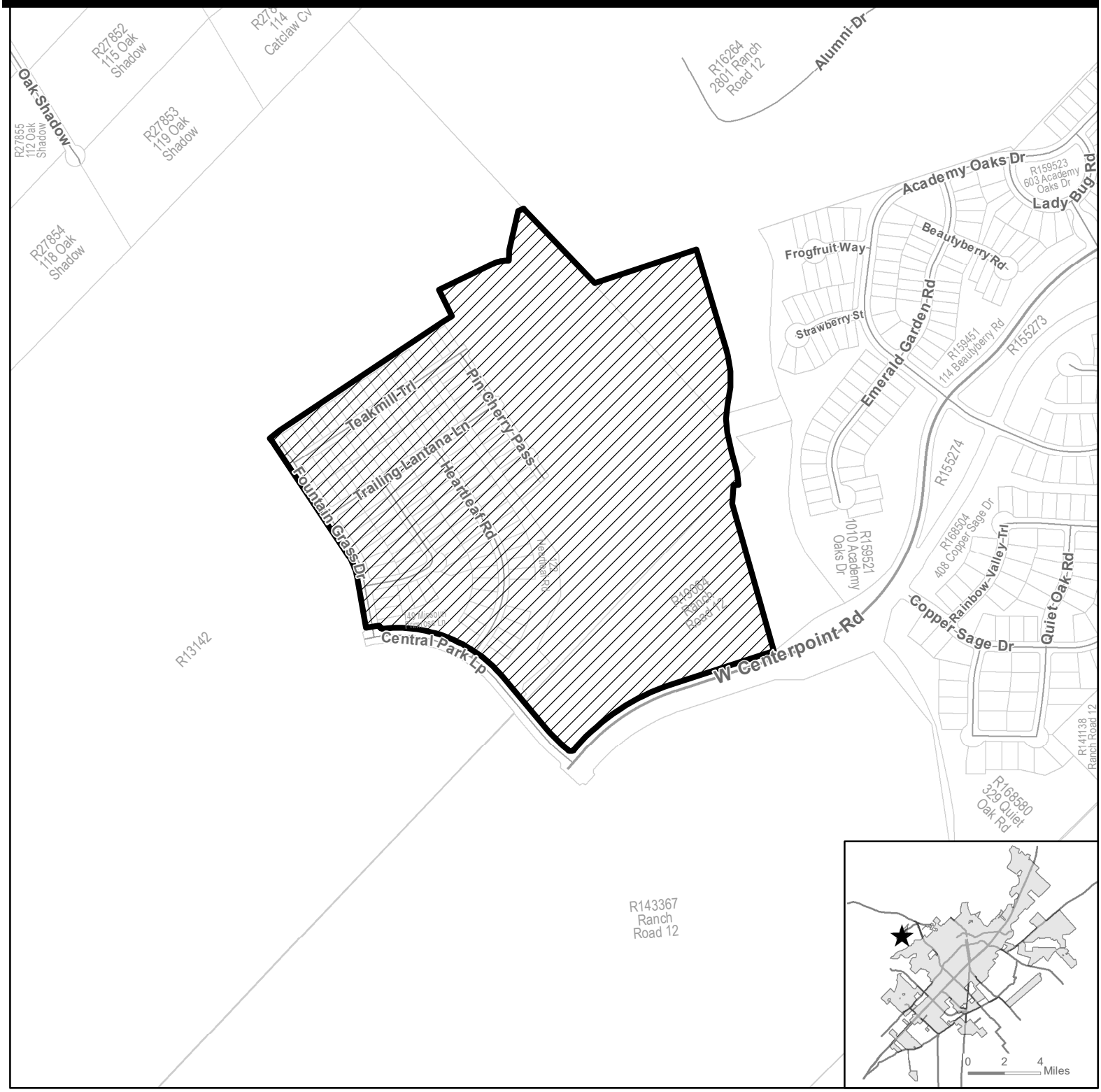
CITY OF SAN MARCOS,
HAYS COUNTY, TEXAS

D&A DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetandassociates.com
TBPELS Firm No.: 10105800
TBPE Firm No.:F-3937

Date:	05/15/2020
Scale:	1" = 100'
Drawn by:	JRT
Reviewer:	GC
Project:	1722–001
Sheet:	5 OF 5
Field Book:	---
Party Chief:	ADM
Survey Date:	07/29/2020

X:\Departments\Geospatial\Projects\1722-001 In Cimo\CADD\dwg\Working\1722001-89.694AC-FullBoundaryExhibit.dwg

AN-20-08
Location Map
La Cima Phase 2



★ **Site Location**

Subject Property

400' Buffer

Parcel

City Limit

N

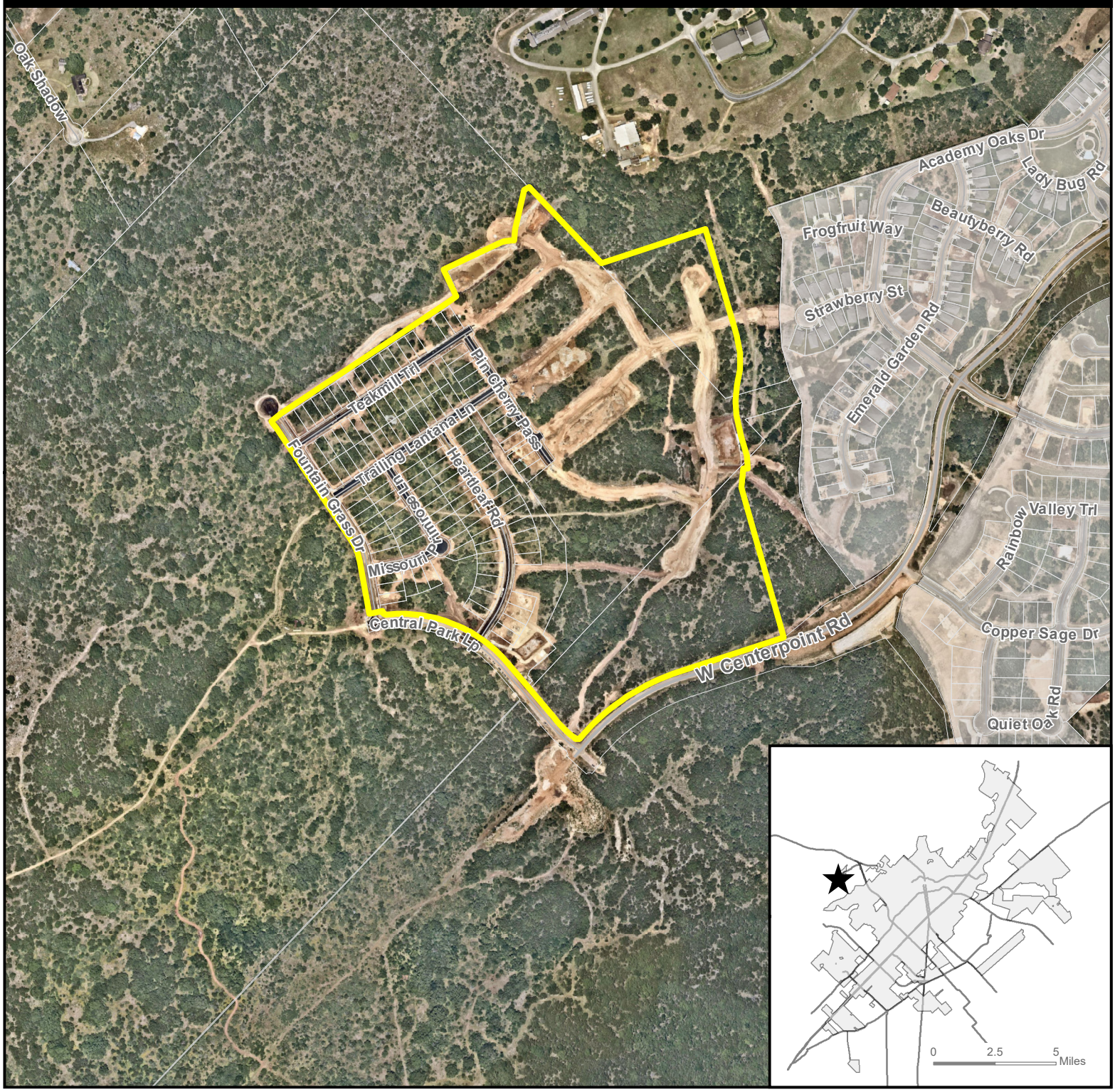
0 400 800 1,600 Feet

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.

Map Date: 7/9/2020

Document Path: R:_Planning Long Range\Annexations\2020\AN-20-08 La Cima Ph 2\GIS\AN-20-08 Location Map.mxd

AN-20-08
Aerial View
La Cima Phase 2



★ Site Location

Subject Property

Parcel

City Limit

N

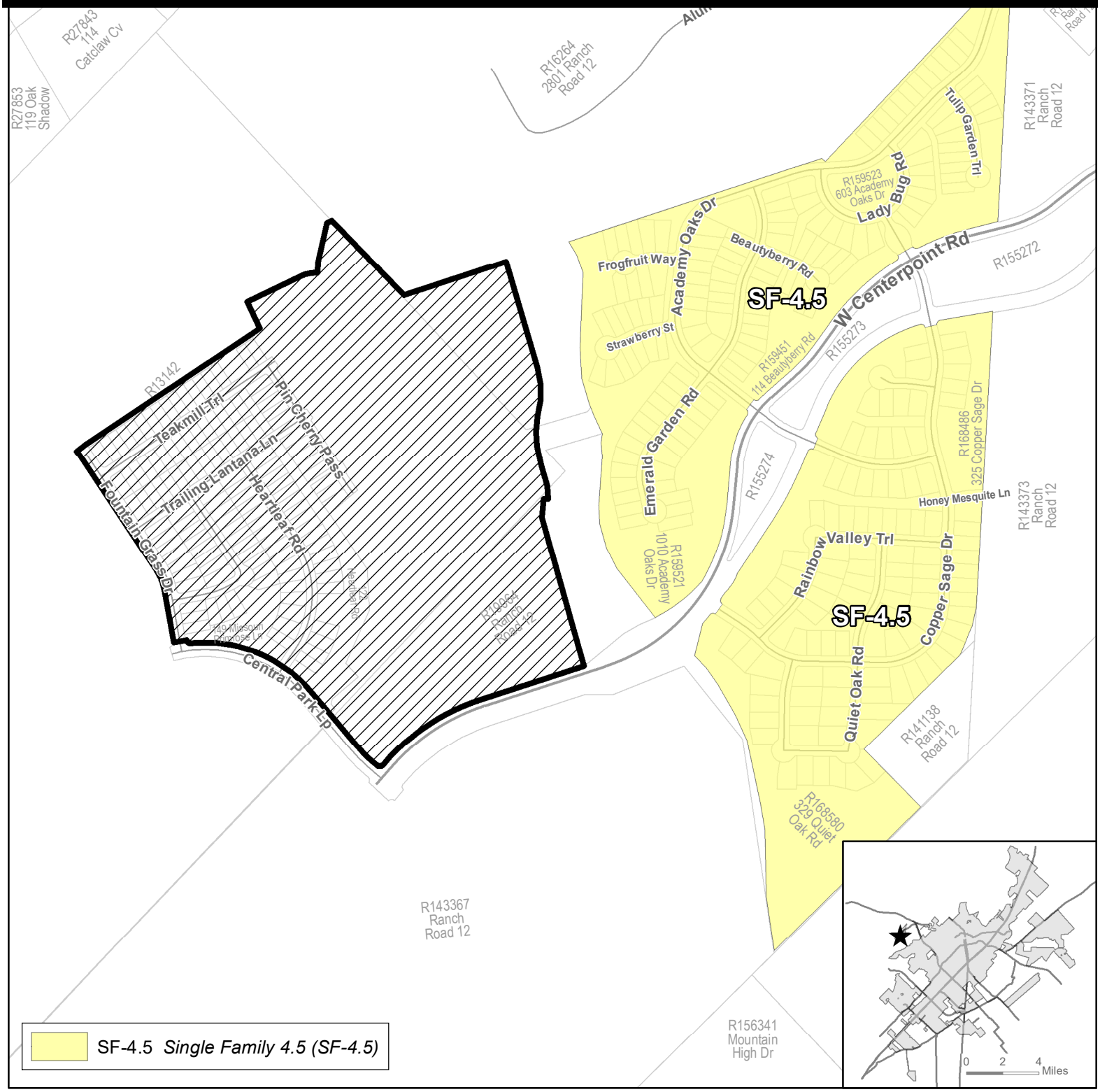
0 400 800 1,600 Feet

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Imagery from 2017.

Map Date: 7/9/2020

Document Path: R:_Planning Long Range\Annexations\2020\AN-20-08 La Cima Ph 2\GIS\AN-20-08 Aerial Map.mxd

AN-20-08
Zoning Map
La Cima Phase 2



★ **Site Location**

Subject Property

400' Buffer

Parcel

City Limit

N

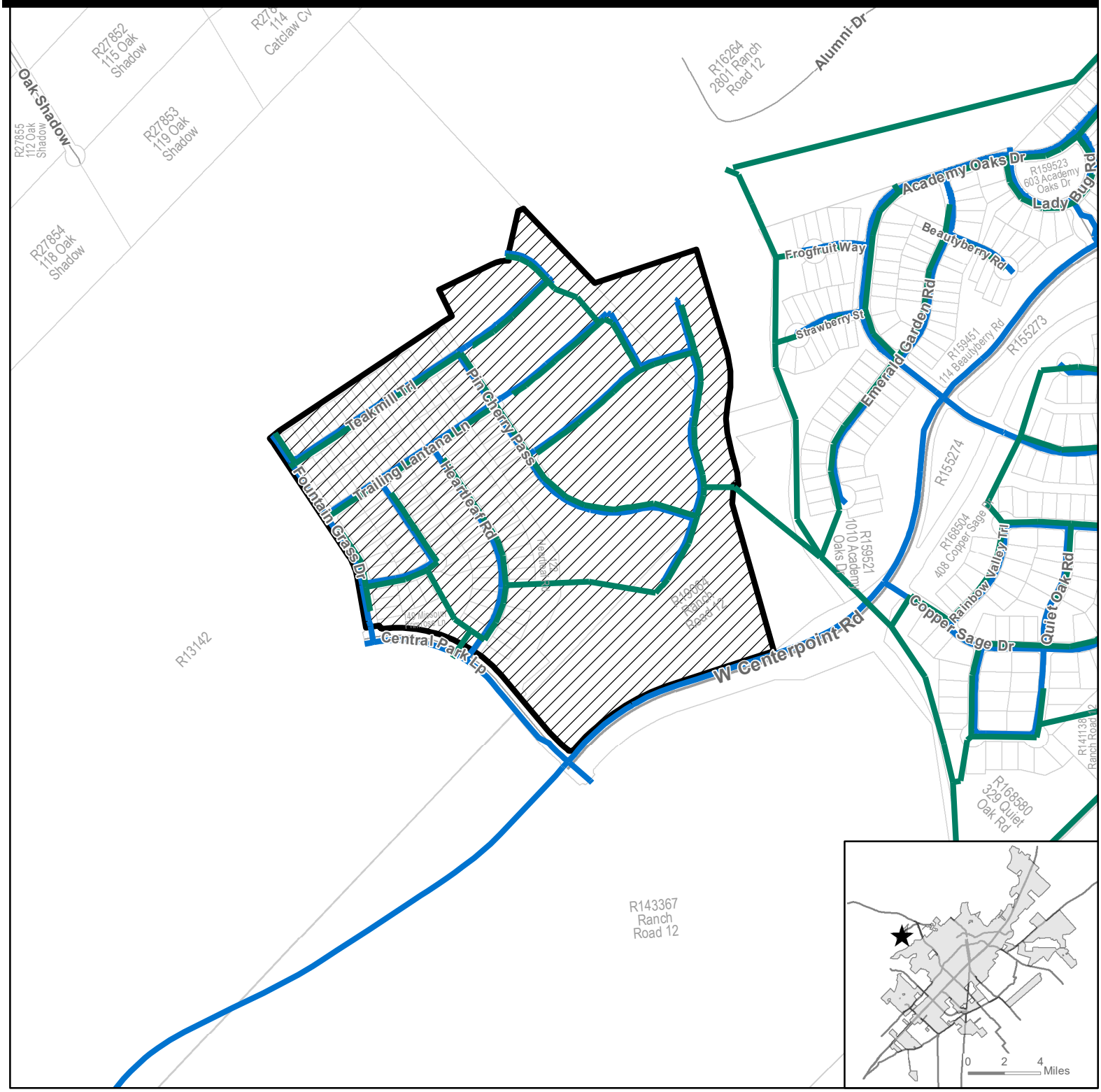
0 400 800 1,600 Feet

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.

Map Date: 7/9/2020

Document Path: R:_Planning Long Range\Annexations\2020\AN-20-08 La Cima Ph 2\GIS\AN-20-08 Zoning Map.mxd

AN-20-08
Water/Wastewater Lines
La Cima Phase 2



★ **Site Location**

Subject Property

400' Buffer

Parcel

City Limit

Sanitary Main

Water Main

N

0 400 800 1,600 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.

Map Date: 7/9/2020

Document Path: R:_Planning Long Range\Annexations\2020\AN-20-08 La Cima Ph 2\GIS\AN-20-08 Water, WW Lines.mxd

ANNEXATION APPLICATION

Updated: October, 2019

CONTACT INFORMATION

Applicant's Name	Doug Goss	Property Owner	LCSM Ph 2, LLC
Company	Natural Development	Company	LCSM Ph 2, LLC
Applicant's Mailing Address	11612 FM 2244, Bldg 1, Ste 140, Austin, TX 78738	Owner's Mailing Address	303 Colorado, Ste 2300, Austin, TX 78701
Applicant's Phone #	512-402-1790	Owner's Phone #	512-457-8000
Applicant's Email	dougg@nd-austin.com	Owner's Email	ericw@nd-austin.com

PROPERTY INFORMATION

Is the property adjacent to city limits ☐ YES ☐ NO

Is the property less than ½ mile in width ☐ YES ☒ NO

Are there less than 3 qualified voters living on the property ☒ YES ☐ NO

Proposed Use: Single Family **Proposed Zoning:** SF-4.5

Reason for Annexation / Other Considerations: Development agreement allows City annexation upon final platting of La Cima Phase 2

AUTHORIZATION

I certify that the information on this application is complete and accurate. I understand the fees and the process for this application. I understand my responsibility, as the applicant, to be present at meetings regarding this request.

Filing Fee $1,181 **Technology Fee $13** ***TOTAL COST $1,194***

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

APPLY ONLINE – WWW.MYGOVERNMENTONLINE.ORG/

PROPERTY OWNER AUTHORIZATION

I, Bryan Lee, Manager (owner name) on behalf of LCSM Ph 2, LLC (company, if applicable) acknowledge that I/we am/are the rightful owner of the property located at Central Park Loop (address).

I hereby authorize Doug Goss (agent name) on behalf of Natural Development (agent company) to file this application for Annexation (application type), and, if necessary, to work with the Responsible Official / Department on my behalf throughout the process.

Signature of Owner: _____ Date: 5-26-2020

Printed Name, Title: Bryan Lee, Manager

Signature of Agent: _____ Date: 5/26/2020

Printed Name, Title: Doug Goss, Project Manager

Form Updated October, 2019

CHECKLIST FOR ANNEXATION APPLICATION

The following items are requested for consideration of this application. These and additional items may be required at the request of the Department		Comments
☐	Pre-development meeting with staff is recommended • Please visit http://sanmarcostx.gov/1123/Pre-Development-Meetings to schedule	
☐	Completed Application for Annexation	
☐	Metes & Bounds description of the area to be annexed	
☐	CAD file in grid for GIS integration. Projection: NAD 1983 StatePlane Texas South Central FIPS 4204 Feet	
☐	Authorization to represent the property owner, if the applicant is not the owner	
☐	Written request to waive the timing requirements for processing annexation under Chapter 43 of the Texas Local Government Code, if the applicant wishes for concurrent consideration of a Zoning Change	
☐	Application Filing Fee $1,181 Technology Fee $13	

****San Marcos Development Code Section 2.3.1.1(C): *"Every application accepted by the responsible official for filing shall be subject to a determination of completeness…the responsible official is not required to review an application unless it is complete…"***

City of San Marcos

630 East Hopkins
San Marcos, TX 78666

Legislation Text

File #: ID#20-475, **Version:** 1

AGENDA CAPTION:
Discuss and consider appointment(s) to fill vacancies on the following Boards and Commissions, and provide direction to staff:

A) Airport Advisory Board
B) Human Services Advisory Board
C) Parks and Recreation Advisory Board
D) Veteran Affairs Advisory Committee

Meeting date: August 4, 2020

Department: City Clerk's Office

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

Fiscal Note:

Prior Council Action: Annual Appointments were last made on February 4, 2020

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

Choose an item.

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

☐ Parks, Public Spaces & Facilities - Choose an item.

☐ Transportation - Choose an item.

☒ Not Applicable

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

Choose an item.

Background Information:

Annual Board/Commission appointments are made in accordance with City Code Sec. 2.072. - Appointments.

(a) Appointments to all city boards and commissions whose membership is wholly appointed by the city council shall be in February of each year with terms to commence March 1 unless otherwise provided in the ordinance, resolution or other law governing a board or commission.

City staff, throughout the year, has the need to fill vacancies that may occur on various boards and commissions.

Airport Advisory Board:
2 Vacancies - Both terms expire: February 28, 2023 (at least one city resident needed)
Current Eligible Applicants: Theodore Dake (resident) and Robert DeJong (non-resident)

Human Services Advisory Board
1 Vacancy - Term expires: February 28, 2023 (must be resident of the City)
Current Eligible Applicant(s): Alfretta Lee

Parks and Recreation Advisory Board:
1 Vacancy - Term expires: February 28, 2022 (all members must be city residents)
Current Eligible Applicants: Arlis Hiebert, Mary Hodges, Alfretta Lee, Benjamin Peck, Kevin White, Mark Winer

Veteran Affairs Advisory Committee:
2 Vacancies - Term expires: February 28, 2021 (all members must be city residents)
Current Eligible Applicants: David Franklin, Steven Saxon, Robert Warner

Applications have been provided in a separate email to Council.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Click or tap here to enter text.

File #: ID#20-462, **Version:** 1

AGENDA CAPTION:

Executive Session in accordance with the following Government Code Sections:

A. Section § 551.072 - Real Property: to receive a staff briefing and deliberation regarding the following:
   1. Acquisition of property in Downtown San Marcos for public use
   2. Acquisition of property for the Uhland Road CDBG-DR Project

B. Section §551.071 - Consultation with Attorney regarding: Legal considerations regarding the following:
   1. Acquisition of property in Downtown San Marcos for public use
   2. Acquisition of property for the Uhland Road CDBG-DR Project

Meeting date: 8/4/2020

Department: City Clerk's Office on behalf of the City Council

Amount & Source of Funding

Funds Required: Click or tap here to enter text.
Account Number: Click or tap here to enter text.
Funds Available: Click or tap here to enter text.
Account Name: Click or tap here to enter text.

Fiscal Note:

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

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

Choose an item.

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

☐ Parks, Public Spaces & Facilities - Choose an item.

☐ Transportation - Choose an item.

☐ Not Applicable

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

Choose an item.

Background Information:

Click or tap here to enter text.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Click or tap here to enter text.

File #: ID#20-463, **Version:** 1

AGENDA CAPTION:

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

A. Section § 551.072 - Real Property: to receive a staff briefing and deliberation regarding the following:
   1. Acquisition of property in Downtown San Marcos for public use
   2. Acquisition of property for the Uhland Road CDBG-DR Project

B. Section §551.071 - Consultation with Attorney regarding: Legal considerations regarding the following:
   1. Acquisition of property in Downtown San Marcos for public use
   2. Acquisition of property for the Uhland Road CDBG-DR Project

Meeting date: 8/4/2020

Department: City Clerk's Office on behalf of the City Council

Amount & Source of Funding

Funds Required: Click or tap here to enter text.

Account Number: Click or tap here to enter text.

Funds Available: Click or tap here to enter text.

Account Name: Click or tap here to enter text.

Fiscal Note:

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

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

Choose an item.

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

☐ Parks, Public Spaces & Facilities - Choose an item.

☐ Transportation - Choose an item.

☐ Not Applicable

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

Choose an item.

Background Information:

Click or tap here to enter text.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Click or tap here to enter text.